STAFF REPORT

DATE: August 28, 2018

TO: City Council

FROM: Heidi Tschudin, Deputy City Manager/Director of Community Development and Sustainability
Cindy Gnos, Contract Planner

SUBJECT: Davis Live Student Apartments Project for Planning Application #17-21 – CEQA Exemptions (PRC 21155.1, Transit Priority Project) and 21094.5 (Infill Project); General Plan Amendment #01-18; Rezone #01-18; Final Planned Development #02-18; Development Agreement (#01-18); Site Plan and Architectural Review #02-18

I. Recommendation

Staff recommends that the City Council receive a staff presentation, hold a public hearing on the applications, receive a presentation by the applicant, and take the following actions:

A. Determine that the project is statutorily exempt from CEQA pursuant to Sections 21094.5 (Infill Project) and 21155.1 (Transit Priority Project) of the Public Resources Code (PRC) based upon findings of fact as set forth in the attached Resolution (Attachment C) and direct staff to file a Notice of Exemption;

B. Approve the following project applications based upon the general findings for project approval and subject to the conditions of approval attached to this staff report (Attachment B):

1. General Plan Amendment (Resolution of Intent, Attachment D);
2. Rezone/Final Planned Development (Ordinance, Attachment E);
3. Development Agreement, including provisions for affordable housing (Ordinance, Attachment F); and
4. Site Plan and Architectural Review

The July 25, 2018 Planning Commission staff report with all the attachments and background materials is available at the following link: https://cityofdavis.org/city-hall/community-development-and-sustainability/development-projects/davis-live-student-housing. Based on the recommended actions of the Planning Commission several attachments to the Planning Commission staff report have been modified to reflect directed changes and corrections, and are available at the websites identified at the end of this report.

II. Introduction and Overview of Project

The applicant is proposing to construct a 71-unit student-oriented housing project with 440 beds, a leasing and management office, a secure indoor bike parking room with a maintenance and repair shop, an “amenity plaza” for group gathering, outdoor projection wall, fitness center and yoga facility, club room, study lounge, and a top-floor interior resident lounge.
The project site is 1.045 acres in size and is located at 525 Oxford Circle. The site fronts Russell Boulevard, across from the Orchard Park Apartments site, in the vicinity of the UC Davis campus. The site was previously developed with a two-story building, parking lot, and landscaping that was occupied by the Sigma Nu Fraternity. The building was approved for demolition by the City in October 2017 and was removed from the site in January of 2018.

![Project Site Location](image)

The proposed residential structure would consist of seven stories totaling 85 feet in height (excepting the parapets, elevator and stair penthouses, and mechanical equipment). Each unit contains three to five bedrooms, ranging in size from 1,222 to 2,052 square feet (sf). Of the 283 total bedrooms included in the proposed project, 126 bedrooms would be single occupancy and 157 bedrooms would be double-occupancy; thus, the total beds for the proposed project would be 440. See Attachment J for Project Plans.

The necessary entitlements include:

- CEQA statutory exemptions pursuant to Sections 21094.5 (Infill Project) and 21155.1 (Transit Priority Project) of the Public Resources Code (PRC);
- General Plan Amendment;
- Rezone/Final Planned Development;
- Development Agreement, including Project Specific Affordable Housing Proposal; and
- Site Plan and Architectural Review.
Site Plan

Building Elevations
III. Planning Commission

The Planning Commission, on July 25, 2018, by a 6-0 vote (Commissioners Hoffman and Robertson absent), recommended City Council determine the project is statutorily exempt from CEQA and approve the project applications. The Planning Commission discussion focused on: the affordability requirements as related to double occupancy rooms; modifying the text of the General Plan Amendment to limit the very high designation to the north side of Russell Boulevard between State Route 113 and Sycamore Lane; and adding a condition regarding trees. A summary of the Planning Commission discussion and responses are provided below. For complete details please refer to the July 25, 2018 Planning Commission staff report and attachments (Attachment A).

A. Affordable Housing

The applicant’s affordable housing program is titled “Davis Live Dream” or DLD. Consistent with feedback from the Planning Commission and the Social Services Commission, the applicant has revised the DLD to provide 15% of the project, or 66 beds designated as affordable. The DLD Program proposes that 5% of all beds would now be affordable in each of the three targeted affordability categories: Extremely Low (22 beds), Very-Low (22 beds), and Low (22 beds). The DLD Program proposes to provide affordable housing on a bed basis rather than unit basis, and the affordable beds would be integrated throughout the project among market-rate beds in double occupancy rooms so there would be no difference in the accommodations offered to residents under the DLD Program other than the rental value. Access to project amenities and living experience would be the same for all residents. The program is not exclusive to students and will be offered to all potential financially dependent and financially independent residents. The DLD Program will run in perpetuity with the property.

The Planning Commission discussion focused on the DLD Program limiting the affordable beds to double occupancy rooms, addressing students with disabilities, and marketing of the units. In response to the Planning Commission’s concerns, the applicant has revised to DLD Program to add text noting that the program will be available for the double occupancy rooms with exceptions evaluated based on applicant needs in compliance with Americans with Disabilities Act (ADA) and the Fair Housing Act. In addition, students with disabilities will be treated in accordance with the Fair Housing Act. The DLD Program was also revised to state that the applicant would make a continuing good fair effort to outreach to potentially eligible residents until all 66 beds are filled, or until May 31st. The revised program is included as Exhibit G to the Development Agreement (Attachment F).

B. General Plan Amendment

The applicant is proposing 71 units on 1.045 acres, resulting in a density of 68 units per gross acre. In order to accommodate a project of this density, a new General Plan designation of Residential Very High Density (RVHD) would need to be created and the designation on the project site would need to be changed to the newly created RVHD.

This new category would allow for denser residential projects (not exceeding 70 units per gross acre) that would implement City policies and smart growth principles promoted in the SACOG Blueprint program. The proposed language for the RVHD land use designation would focus the applicability of the designation to student-oriented
housing projects in the vicinity of UC Davis. Planning Commission recommended restricting the applicable location of the new RVHD designation to the north side of Russell Boulevard between State Highway 113 and Sycamore Lane. The complete revised text of the new RVHD General Plan land use designation is provided in Attachment D.

C. Tree Mitigation
The applicant proposes to remove existing on-site trees along the east and west boundaries of the site. The trees to be removed include 28 Italian cypress, one Grecian laurel, and one fig along the western property line, and eight Chinese hackberries along the eastern property line. The four mature cork oaks and two Chinese hackberries along the Russell Boulevard frontage would remain and be protected (Condition #77). The 10-foot side yards would include bioretention planters which serve the purpose of water quality as well as infiltration.

The Planning Commission expressed concern regarding the removal of the trees and mitigation requirements required pursuant to the City’s Tree Preservation Ordinance would be adequate. In order to address the Planning Commission’s concerns regarding the removal of the trees along the property boundaries, staff added Condition of Approval 78h (Attachment B) to require planting of two 15-gallon Chinese pistache along the Russell Boulevard frontage at the east and west property line corners. The applicant has submitted a Revised Landscape Plan (Attachment K) that shows compliance with the condition.

Implementation of the City’s Tree Preservation Ordinance, as required in Condition #77, covers all live trees being removed (regardless of the species, health, or condition of the tree) that are considered trees of significance, which are trees with a diameter at breast height of 5 inches or greater. The Ordinance allows for two options, as determined by the City Arborist, for mitigation replacement. One option is for the applicant to plant on-site an equivalent total diameter inches of new trees as compared to total diameter inches to be removed. The second option is to pay in-lieu fees to the Tree Preservation Fund for tree planting off-site by the City. The in-lieu fee is an inch-for-inch calculation, with a current per-inch price of $179.00. The off-site planting inch total will be reduced by any trees planted on-site.

IV. Public Comments
The Planning Commission staff provided responses to issues raised in seven comment letters received through the time of writing. Since the date of that report, eight additional letters were received: Gwen Chodur, Ruy Laredo, Allison Olson, Sara Dye, Darrell Steinberg, Barbara Katz/Patty and John Goss, Soluri Meserve, and Thomas Law Group. Responses to all comments were addressed in the Planning Commission staff report with the exception of the July 25, 2018 Soluri Meserve letter. Responses to these comments were provided in a letter submitted by the applicant’s attorney at the Planning Commission hearing (see Attachment I for all comment letters since the Planning Commission staff report). In addition, verbal comments from 15 people were provided during the July 25, 2018 Planning Commission public hearing (see Attachment H – Planning Commission Video). The comments did not raise new issues beyond those already been addressed in the staff report.
V. **Fiscal Impact**
The project is revenue neutral according to the fiscal impact analysis. The fiscal model takes into account net new revenues and expenditures. The project had a previous property tax base of $1.2 million and the projected new property tax base is $35.5 million, which gives the City a net new property tax base of $34.3 million, and an annual property tax revenue of approximately $85,000. Average over 15-years annual revenues associated with the project are $202,000 and projected direct costs to the City are $188,000. Over the 15-year analysis, the project is revenue neutral.

The project will generate one-time fiscal benefits to the City, including traffic enhancements of $500,000 for bicycle, pedestrian and traffic between Anderson Road, Highway 113, Russell Blvd and 8th Street; $388,000 towards park enhancements providing for improvements, renovations and/or shade structures to any or all the following parks: Oxford Circle, Sycamore Park and Arroyo Park; and a community-wide enhancement of $668,544. Other one-time fees include development impact fees of $616,743, construction tax of $270,660 and water and sewer connection fees of $201,033. The project will also contribute a one-time fiscal benefit to Yolo County with development impact fees of $162,180 and Davis Joint Unified School District impact fees of $231,660.

VI. **CEQA**
The Planning Commission concurred with the staff’s determination that the project qualifies for two statutory exemptions from the California Environmental Quality Act (CEQA): Public Resources Code (PRC) Section 21094.5 (Infill Project) and PRC Section 21155.1 (Transit Priority Project). Attachment G contains the information demonstrating that the project qualifies for the exemptions.

Subsequent to the preparation of the CEQA exemption materials, the applicant prepared a Preliminary Endangerment Assessment (PEA) (Attachment L). Although, a PEA is not required to support the exemptions, the applicant opted to have one prepared for their own use. The purpose of the PEA was to assess the potential presence of chemicals of concern (COCs) in soil at the project site and, if present, the potential health risk to future site users (both workers and residents) and recommendations for remediation. Representative soil samples were collected from throughout the site and analyzed for the presence of COCs. The PEA concludes that unacceptable health risks do not exist for future site uses, including residents or site workers. The PEA notes that one soil sample contained asbestos in mounts below acceptable levels, and contains a recommendation that contractors implement asbestos dust control measures in compliance with CCR Title 17, § 93105 – Asbestos Airborne Toxic Control Measure for Construction, Grading, Quarrying, and Surface Mining Operations. This is requirement is already contained in Condition #55p.

VII. **Conclusion**
Staff recommends the City Council find the project qualifies for two statutory exemptions from CEQA, direct staff to file a Notice of Exemption, and approve the Davis Live project by approving the General Plan Amendment, Rezone, Final Development Plan, Development Agreement, and Site Plan and Architectural Review, based on identified findings of fact and conditions of approval.
**Attachments**

A. July 25, 2018 Planning Commission Staff Report with all attachments

B. General Findings of Fact and Conditions of Approval (revised per Planning Commission)

C. Resolution Adopting CEQA Exemptions (revised per Planning Commission)

D. Resolution of Intent to Adopt General Plan Amendment (revised per Planning Commission)

E. Ordinance approving the Rezone/Final Planned Development
   (https://cityofdavis.org/home/showdocument?id=10720)

F. Ordinance approving the Development Agreement (revised per Planning Commission)

G. CEQA Exemptions (https://cityofdavis.org/home/showdocument?id=10700 and
   https://cityofdavis.org/home/showdocument?id=10702)

H. July 25, 2018 Planning Commission Video
   (http://davis.granicus.com/MediaPlayer.php?view_id=6&clip_id=872)


J. Project Plans (https://cityofdavis.org/home/showdocument?id=10686)


ATTACHMENT 1

Findings and Conditions of Approval

GENERAL FINDINGS FOR PROJECT APPROVAL

Davis Live Project

1. **Timeliness.** The applicant has committed through the Development Agreement to complete the project in a timely manner. The Development Agreement vests the project approval for 15 years. Improvements necessary to service the new development will be completed or substantially completed prior to the issuance of building permits. (DA Section 208.)

2. **Conformance.** The development, including the creation of a new Residential Very High designation to allow the proposed density, conforms to the General Plan in that it implements several General Plan Visions from Section III of the General Plan, including:
   - “Value, support and nurture Davis’ individuals, families and youth; their quality of life; and the ethic of lifelong learning and contribution” (General Plan, p. 41)
     - The project provides housing to support the student population.
   - “Promote alternative transportation modes such as bicycling, walking, public transit and telecommuting” (General Plan, p. 43)
     - The project provides alternative transportation by developing housing immediately adjacent to UC Davis, within walking distance of Davis Downtown Core, and in close proximity to services. In addition, the project provides housing within the MTP/SCS Transit Priority Area on major transit routes. The project reduces vehicle parking and exceeds the City’s bicycle parking requirements, as well as providing car share options on-site.
   - “Recognize and strengthen the positive synergistic partnership between the City and UC Davis” (General Plan, p. 43)
     - The project provides student-oriented housing immediately adjacent to the UC Davis campus.
   - The General Plan indicates that the Residential Category “is intended to allow for residential development emphasizing compact clustered development in new areas and infill in existing neighborhoods, together with a mixture of local-serving retail and institutional uses, to meet housing demands, reduce pressure for peripheral growth and facilitate transit and bicycle/pedestrian travel.” (General Plan, p. 75)

In addition, the General Plan notes “Intent of "High Density" category. Projects in this category are intended to implement the "Smart Growth Principles" promoted in the Sacramento Area Regional Council of Governments (SACOG) Blueprint program including but not limited to compact development for efficiency of land usage and infrastructure; contribution to the avoidance of sprawl; and reduction of vehicle miles travelled. The projects provide for needed market-rate and affordable housing, and...
alleviate the pressure for rental housing in established low density residential neighborhoods.” (Resolution No. 16-077). The General Plan notes that High Density projects should be in locations that encourage walking, biking and public transit use and separated from low density residential uses. The General Plan also encourages quality site and architectural design, including massing and adequate setbacks.

- The project increases density at the project site, allowing infill within the existing neighborhood.
- The location of the site is within walking and biking distance of the UC Davis campus, and Downtown Davis, as well as convenient shopping and services. The site is also within a Transit Priority Area as defined by SACOG, near several transit lines, and consistent with SACOG’s MTP/SCS.
- The site design minimizes the use of the private vehicle, by reducing on-site parking and increasing bicycle parking on-site. In addition, the proposed project includes an on-site car share, as well as bike share program.
- The proposed project is taller than other buildings in the area, but the height allows the increased density to promote infill development and does not exceed the maximum height allowed by the Code. The adjacency to the UC Davis campus makes the increased height and density appropriate.
- The proposed Planned Development standards reduce setback and open space requirements, as well as increase FAR standards. As noted above, the adjacency to the UC Davis campus makes the reduced setbacks and open space in order to allow the density appropriate. The proposed plans include interior amenities and open space to offset the loss of ground level openspace. In addition, the site is not adjacent to low density residential, but surrounded by other multi-family residential projects primarily serving UC Davis students.

- **Policy LU A.1** “In infill projects, respect setback requirements, preserve existing greenbelts and greenstreets, and respect existing uses and privacy on adjacent parcels.”
  - The proposed project provides 10-foot setbacks on all four sides. The Zoning Code generally requires a minimum of five-foot sideyards and 10-foot front and rear yards with an increase of one foot for each three feet of building height over 12 feet. This would require 30-foot sideyards and 35-foot front and rear yards for the proposed 85-foot tall building. Meeting the standard on this site would preclude the density of the project, which is otherwise consistent with the General Plan and the Council’s infill development goals. (See Policy LU 2.1 Develop and implement guidelines for infill development and Finding 12 below.) As a result, the project has been designed to meet the base setback requirements of five-foot sideyards and 10-foot front and rear yards, and provides an open amenity plaza starting on the second floor, which is open to the sky and provides interior open space. A stepped planter and informal meeting and gathering spaces at the front of the building also assist in the transition from the building height to the adjacent street.

- **Policy HOUSING 1.1** “Encourage a variety of housing types that meet the housing needs of an economically and socially diverse Davis.”
The project will create units of three to five bedrooms with a total of 283 bedrooms and 440 beds. The project includes 66 beds available at reduced rates to low income residents. The beds are integrated throughout the in double-occupancy rooms of the project to ensure little difference in the accommodations or experience offered to other residents.

- **Policy HOUSING 1.2** “Strive to maintain an adequate supply of rental housing in Davis to meet the needs of all renters, including students.”
  - The project includes rental units available to all residents but designed to meet the needs of the student population including single and double-occupancy rooms, a study lounge, extensive bike parking, and an amenity plaza.

- **GOAL HOUSING 2** “Provide housing that is affordable for residents with low paying jobs, fixed incomes and pensions.”
  - See discussion under Policy Housing 1.1 above.

- **Policy HOUSING 2.1** “Strive to meet the identified current and projected local need for housing and for housing affordable to extremely low, very low, low, and moderate income household including provision of Davis' five-year fair share of regional housing needs.”
  - See discussion under Policy Housing 1.1 above. The project includes 15 percent of the beds (66 beds) in double-occupancy rooms as affordable, with five percent (22 beds) allocated to each category – low income, very low income, and extremely low income.

- **Policy TRANS 1.3** “Encourage higher intensity residential, commercial, and mixed-use development near existing activity centers and along corridors well served by non-motorized transportation infrastructure and public transportation.”
  - The proposed project is a high density student-oriented housing project adjacent to UC Davis, and within walking distance of services/amenities and Davis Downtown. The site is located on a high-quality transit corridor and the project de-emphasizes the automobile, providing more than the required secure bicycle parking for residents.

- **Standard TRANS 5.1.a** “Developments which incorporate SACOG Blueprint Principles or include shared parking beyond routine requirements shall have reduced parking requirements”
  - The proposed project is consistent with SACOG’s MTP/SCS and is considered a Transit Priority Project. The project provides reduced parking and includes an electric vehicle car share and bike share program on-site. In addition, the project includes secured bicycle parking beyond that required by the City’s Code.

### 3. Appropriateness.

The proposed project, consisting of a 71-unit, 440 bed student-oriented housing development is appropriate for the site. The site previously housed a fraternity, and the site is proximate to the UC Davis campus, other student housing, transit, and service/amenities. The proposed residential development contributes to the mix of housing types within the district and is appropriate in area, location, and overall planning for the purpose intended and the design and development standards. The development creates an environment of sustained desirability and stability with the character of the surrounding neighborhood. Public facilities and open space are adequate.
4. **Traffic and Access.** Fehr and Peers prepared a study (“traffic study”) to analyze the traffic operations that would result from development of the proposed project. The traffic study considered six intersections in the vicinity of the project, two of which are driveways (Sycamore Lane/University Mall North and Sycamore Lane/University Mall North). The traffic study looked at delay at the remaining four intersections and concluded that the project would not change the level of service at the existing intersections. Further, each intersection operates at an average LOS of between LOS A and LOS C.

The traffic study further considered the project’s impact on bicycle and pedestrian facilities, transit services and facilities, emergency access, and construction traffic. The project can be accommodated by existing bicycle and pedestrian facilities, and will have adequate emergency vehicle access. Construction traffic would not create unacceptable operating conditions. However, because project construction activities could potentially disrupt vehicle, pedestrian, bicycle, and emergency vehicle access to and from adjacent residential uses on Oxford Circle, the project has been conditioned to prepare a construction traffic control plan.

5. **CEQA.** The proposed project is exempt pursuant to Public Resources Code sections 21094.5 (Infill) and 21155.1 (Transit Priority Project) as noted in the Resolution adopting the CEQA exemptions (Attachment #2) and the supporting documentation in Attachments #6 and 7.

6. **Findings for Site Plan and Architectural Review.** Davis Municipal Code section 40.31.085 notes the following finding are required for approval of a site plan and architectural review application

   - **Consistency.** “The proposed project is consistent with the objectives of the general plan, complies with applicable zoning regulations, and is consistent with any adopted design guidelines for the district within which the project is located” (Section 40.31.085(a)).
     - The project is consistent with the General Plan objectives. See Finding 2 above.
     - The project is consistent with the proposed Planned Development standards. Deviations from the base zoning regulations are acceptable in order to provide the density of the proposed infill project adjacent to the UC Davis campus and near transit, amenities, and services as noted in Policy LU A.1 above.

   - **Site Suitability and Neighborhood Character.** “The proposed architecture, site design, and landscape are suitable for the purposes of the building and the site.” (Section 40.31.085(b))
     - The proposed architecture, site design, and landscape are suitable for the character of the neighborhood and the community because the site is surrounded by residential rental units. The project will include a combination of masonry and stucco to coordinate with the adjacent buildings and the elevation on Russell Boulevard provides a stepped planter and gathering spaces at the building edge to serve as a symbolic as well as functional “front porch” to the project. The existing Cork Oak trees along the Russell Boulevard are a key element in the neighborhood character and will be preserved as part of the proposed project.
As noted in Policy LU A.1 above, although the proposed project is not of the same exact character of the existing buildings, it is in character with what the City is seeking to encourage in an area across the street from the UC Davis campus and, over time, will help to transition the area. The proposed location is appropriate for increased density consistent with the City’s infill goals and regional smart growth principals as outlined in SACOG’s MPT/SCS. The City has made comments about the need to increase density and intensity along Russell Boulevard. The proposed project, increases the density/intensity in a manner that is compatible with and respectful of existing development.

The proposed architecture, site design, and landscape are suitable for the use as student-oriented and multi-family uses because the building is divided into 71 units containing three to five bedrooms, a study lounge, fitness center and club room. The building features various outdoor spaces, including the front porch and an open amenity plaza starting on the second floor, above the parking level, which is open to the sky, providing interior open space.

To ensure the project is suitable to the site and its use, the project is subject to the condition that the “final elevations, including a material and colors board, shall be reviewed and approved by the Community Development and Sustainability Department prior issuance of building permits. The submittal shall include adequate detailing of application, construction and materials proposed on all exterior architectural enhancements including but not limited to building and window trim, depth of recessed features, grout or reveal width/depth, awning materials, trellis construction, building material application such as tile/brick. Adequate detailing may necessitate the use of cross-sections.” (Condition #88)

- **Compatibility.** “The architectural design of the proposed project is compatible with the existing properties and anticipated future developments within the neighborhood in terms of such elements as height, mass, scale, and proportion.” (Section 40.31.085(c.)

- **Circulation.** “The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation. (Section 40.31.085(d))

  Fehr and Peers prepared a study (“traffic study”) to analyze the traffic operations that would result from development of the proposed project. The traffic study considered six intersections in the vicinity of the project, two of which are driveways (Sycamore Lane/University Mall North and Sycamore Lane/University Mall North). The traffic study looked at delay at the remaining four intersections and concluded that the project would not change the level of service at the existing intersections. Further, each intersection operates at an average LOS of between LOS A and LOS C. The traffic study further considered the project’s impact on bicycle and pedestrian facilities, transit services and facilities, emergency access, and construction traffic. The project can be accommodated by existing bicycle and pedestrian facilities, and will have
adequate emergency vehicle access. Construction traffic would not create unacceptable operating conditions. However, because project construction activities could potentially disrupt vehicle, pedestrian, bicycle, and emergency vehicle access to and from adjacent residential uses on Oxford Circle, the project has been conditioned to prepare a construction traffic control plan.

- **Appropriate Materials/Methods.** “The location, climate, and environmental conditions of the site are adequately considered in determining the use of appropriate construction materials and methods, in that the project incorporates materials appropriate for the climate and site.” (Section 40.31.085 (e))

- As required by the Development Agreement, Exhibit G, the project will be built to LEED Gold standards, exceed California Title 24 energy standards by 15%, and be Cal Green Tier 1 and Green House Gas Reduction compliant. Residential units will be individually metered for electricity and water consumption to encourage residents to conserve. The buildings and landscaping will be designed to achieve 25% less water usage than the average household use in the region. A solar hot-water preheat and central boiler system will be included. Rooftop photovoltaic electrical panels will generate power for house energy demands, with a goal of achieving a net-zero energy profile for the site and common area spaces.

  All car parking for the project is completely shaded under the building, eliminating the problem of heat island effects typical for surface parking lots. The building roof cover will be a high-albedo heat reflective “cool-roof” to minimize heat gain. Dedicated electric vehicle charging outlets will be provided in the garage to encourage use of electric vehicles, with conduit provided to all spaces to allow ease of future conversion. A fully-secure bike parking room will ensure this transportation option is fully supported and encouraged. The project’s storm water will be treated on site in surface bioretention planters.

7. **Infill Guidelines.** As substantiated by the following findings, the proposed development complies with the Interim Infill Development Guidelines (Resolution 01-156 in 2001). The project also complies with the City’s proposed Draft Guide to Infill Development Principles and Expectations released February 2017. The draft is an update and replacement of the Interim Infill Development Guidelines, but has not yet been adopted.

**Interim Infill Development Guidelines (Resolution 01-156)**
The following table from the Interim Infill Development Guidelines indicates conformance with each of the Interim Guidelines:
<table>
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<th>Interim Guideline</th>
<th>Conformance? (Yes, Yes with Conditions, No, Not Applicable)</th>
<th>Notes</th>
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<td><strong>General land use, infrastructure and fiscal principles</strong></td>
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<td>1. The project contributes to the development of complete and integrated neighborhoods. Examples include but are not limited to the location of housing in proximity to neighborhood shopping, employment, transit, parks, schools, greenbelts, bikeways, and other public facilities-and services. Note: It is acknowledged that a small project may have a relatively small contribution to the development of a complete and integrated neighborhood.</td>
<td>Yes</td>
<td>The project is the redevelopment of an existing site to locate 440 residents proximate to UC Davis, within walking distance of the Davis Downtown Core and many amenities/services, and within SACOG MTP/SCS Transit Priority Area. It is within one-quarter mile of various transit lines and within walking distance of grocery and other shopping. For longer excursions, including trips to the San Francisco Bay Area or downtown Sacramento, the Amtrak station is only 1.7 miles from the site. The project itself includes many community-oriented features including on-site bike secure bike storage, an outdoor amenity plaza, study lounge, club room and fitness center.</td>
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<td>2. The project contributes to a mix of uses in the neighborhood.</td>
<td>Yes</td>
<td>The project provides residential use in an area that contains both residential and commercial uses.</td>
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<td>3. The project contributes to the variety of housing types, densities, prices and rents, and designs in the neighborhood, including but not limited to affordable housing.</td>
<td>Yes</td>
<td>The project provides 71 units, ranging in size from 1,222 to 2,052 square feet. Each unit will contain between three to five, single and double occupancy bedrooms. The beds will be rented at a variety of costs, depending on whether the unit is single or double occupancy, the size of the unit, and whether the bed is defined as an affordable bed pursuant to Exhibit E of the Development Agreement. These</td>
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<td>options fill a need for economically diverse student-oriented housing in the area.</td>
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<td>4.</td>
<td>The project preserves and protects historic resources.</td>
<td>Yes</td>
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<td>5.</td>
<td>Open space is integrated with new buildings to enhance living and working areas. Higher density housing is organized around usable common open space. Recreational open space and/or outdoor sitting are provided in retail, office, business park and industrial uses.</td>
<td>Yes</td>
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<td>6.</td>
<td>Sound walls are avoided where feasible by the use of alternative measures such as the strategic siting of noise sensitive land uses, organization of building and parking areas, and landscape design.</td>
<td>Not Applicable</td>
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<td>7.</td>
<td>The project contributes to the efficient utilization of existing infrastructure and provision of public services.</td>
<td>Yes</td>
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<td>8.</td>
<td>The project contributes to the fiscal health of the City. If the project has a net fiscal cost to the City, the project consists of community benefits that outweigh the fiscal impact. Such community benefits may include social, cultural, or other community-serving aspects.</td>
<td>Yes</td>
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<td>Design with neighborhood and for compatibility</td>
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<td>The project design enhances and does not erode the existing neighborhood character. The scale of new structures on all sides is compatible with the scale and mass of existing adjacent structures. For this guideline, &quot;compatible&quot; does not necessarily mean the same size but does mean that appropriate scale transitions are part of the project design. These might include a stepped setback of upper stories or a breaking up large box like forms into smaller masses. Note: The intent of this guideline is to allow for intensification where encouraged and allowed under zoning while also considering the existing neighborhoods. This guideline is usually more relevant in existing residential areas and less relevant in commercial or industrial areas not adjacent to residences.</td>
<td>Yes</td>
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<td>10.</td>
<td>The project is designed to be compatible with adjacent uses. Compatibility includes, but is not limited to, provision of privacy and protection from noise. The project should carefully consider the placement of windows, balconies, roof decks, outdoor activity areas,</td>
<td>Yes</td>
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<td>landscaped buffers, parking areas, trash facilities, etc.</td>
<td></td>
<td>The project does not include sound walls. The project-specific noise study prepared by Saxelby Acoustics (June 15, 2018) determined that the project would meet the City’s interior noise level standards, and the central outdoor plaza would meet the City’s exterior noise level standards.</td>
</tr>
<tr>
<td>11. The project is compatible with the noise environment. Sound walls are avoided where possible.</td>
<td>Yes</td>
<td></td>
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<tr>
<td></td>
<td>Design for pedestrians, cyclists and transit users</td>
<td></td>
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<tr>
<td>12. Site and building design is human scaled, comfortable, safe and convenient for pedestrians, cyclists and transit users. Access to nearby public facilities is considered, including but not limited to transit stops, neighborhood centers and arks.</td>
<td>Yes</td>
<td>The project contains bicycle transportation supportive infrastructure, including a bike parking room for 441 bikes accessible at grade level from both Russell Boulevard and Oxford Circle. Also included in the bike room is a bike maintenance and repair shop available for residents. The project is located within walking and biking distance to the Davis Downtown Core and is within a MTP/SCS Transit Priority Area. The Davis Transit Priority Area is served by Unitrans and is adjacent to the stop for lines P, Q, K, C. The project also lies within one-quarter mile of a line B stop, and within one-third mile of stops for lines J and G; all of which also offer easy access to the UC Davis campus. Grocery and other shopping at the University Mall is only 1,055 feet from the site, which would not require public transit. However, for longer excursions, the Amtrak station is approximately 1.7 miles from the site and is reachable in about 30 minutes via public transit.</td>
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<tr>
<td>13. The main entrances to buildings are clearly defined with covered</td>
<td>Yes</td>
<td>The proposed main entrance to the building is located on Russell</td>
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<td>14. Portions of buildings abutting a street or accessway relate to the street frontage through use of transparent elements including windows. Commercial buildings should be located to abut the street or other public accessway with parking located behind unless inappropriate within a contemplated site and project context. <strong>Note:</strong> The latter guideline is an overall goal but individual project applicability must be considered. For example, impacts to adjacent residential must be considered as well as location and visual impact of service doors.</td>
<td>Yes</td>
<td>The building engages the street frontage on Russell Boulevard. The entrance includes a stepped planter area that will also serve as a gathering place to bring more life directly to Russell Boulevard.</td>
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<tr>
<td>15. Higher density and intensity uses are sited in areas which are conducive to alternative forms of transportation (including walking, biking and transit use) and where related facilities are readily available.</td>
<td>Yes</td>
<td>See item 12 above.</td>
</tr>
<tr>
<td><strong>Design for energy, water and other resource conservation</strong></td>
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<tr>
<td>16. The project consists of an overall &quot;green building&quot; approach and measures including but not limited to: land planning to preserve existing features; site development to reduce erosion and minimize impervious surfaces and run-off; water conservation indoors and outdoors; energy efficient heating and cooling systems, appliances and lighting; selection of materials based on recyclability and durability; and waste reduction, re-use and recycling during construction and throughout the life of the building.</td>
<td>Yes</td>
<td>The Development Agreement, Exhibit G outlines the sustainability features of the project, including water conservation and energy efficiency measures, waste reduction, and electrical vehicle charging. Conditions of approval require compliance with current codes related to bioretention planters and other means to prevent run-off and erosion during construction and operations.</td>
</tr>
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</table>
| 17. The site, building and landscape design promotes energy efficiency and alternative energy systems. Efforts to exceed minimum City and State energy efficiency standards are demonstrated. Energy efficient measures include but are not limited to: the orientation of building openings for natural heating, cooling and lighting; site planning which considers the potential shading effects on adjacent properties and buildings; and upgrades in windows and appliances. | Yes | As required by the Development Agreement, Exhibit G, the project will be built to LEED Gold standards, exceed California Title 24 energy standards by 15%, and be Cal Green Tier 1 and Green House Gas Reduction compliant. Residential units will be individually metered for electricity and water consumption to encourage residents to conserve. The buildings and landscaping will be designed to achieve 25% less water usage than the average household use in the region. A solar hot-water preheat and central boiler system will be included. Rooftop photo-voltaic electrical panels will generate power for house energy demands, with a goal of achieving a net-zero energy profile for the site and common area spaces.

All car parking for the project is completely shaded under the building, eliminating the problem of heat island effects typical for surface parking lots. The building roof cover will be a high-albedo heat reflective “cool-roof” to minimize heat gain. Dedicated electric vehicle charging outlets will be provided in the garage to encourage use of electric vehicles, with conduit provided to all spaces to allow ease of future conversion. A fully-secure bike parking room will ensure this transportation option is fully supported and encouraged. The project’s storm water will be treated on site in surface bioretention planters. |

| 18. The site, landscape and building design promotes water | Yes | As noted in 17 above, the Development Agreement, Exhibit |
conservation. Efforts to exceed minimum city and state water conservation standards are demonstrated. Water conservation measures in landscaping include but are not limited to use of water-conserving plants, grouping plants by water requirements, limitations on turf areas, efficient irrigation, soil improvements, and mulch. Water conservation measures in buildings include but are not limited to water conserving appliances and fixtures.

<table>
<thead>
<tr>
<th>Principles for the review of proposed changes from non-residential land use to residential land use</th>
</tr>
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<tbody>
<tr>
<td>19. The proposed residential use has greater feasibility, long term community benefit, and sustainability than the currently planned nonresidential use.</td>
</tr>
<tr>
<td>20. The residential use is well-served by facilities and services. Such</td>
</tr>
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</table>
facilities and services include neighborhood shopping, employment, transit, parks, schools, greenbelts, bikeways and other public facilities and services. The type and density of the proposed residential use is appropriate given the location of the site in relation to facilities and services. The project contributes to the planning of a residential "neighborhood" with an identity and a complement of facilities and services rather than an isolated housing "island" or "enclave."

| 21. The residential use is compatible with the noise environment and air quality. Noise mitigation along major streets and/or highways does not consist of large and unattractive walls "forced in" simply to mitigate incompatible, high levels of noise or to justify use of unsuitable sites. Sound mitigation is integrated into | Not Applicable | project, the project is located within a walking distance to the Davis Downtown Core and is located within a MTP/SCS Transit Priority Area. The Davis Transit Priority Area is served by Unitrans and is adjacent to the stop for lines P, Q, K, C. The project also lies within one-quarter mile of a line B stop, and within one-third mile of stops for lines J and G; all of which also offer easy access to the UC Davis campus. Grocery and other shopping at the University Mall is only 1,055 feet from the site, which would not require public transit. However, for longer excursions, the Amtrak station is approximately 1.7 miles from the site and is reachable in about 30 minutes via public transit.

Development of the Project contributes to a high-density housing neighborhood adjacent to UC Davis housing developments now underway, as well as surrounded by existing multi-family development, consistent with requests made to UC Davis to increase densities for on-campus housing and commit to housing students of all incomes. The proposed project is in a multi-family residential neighborhood and is not isolated. | Not Applicable Although this Guideline is not applicable, based on the project-specific noise study prepared by Saxelby Acoustics (June 15, 2018), sound walls are not required to ensure that the project meets the City’s exterior and interior noise standards. This is due to the overall site planning.
the overall site planning. The proposed type of residential use allows for the provision of a well-designed sound barrier with well-designed landscaping.

<table>
<thead>
<tr>
<th>Car Management</th>
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<tbody>
<tr>
<td>23. The project provides a balance between the need to provide adequate parking with the benefits of reducing automobile travel. The project encourages alternative uses of transportation by providing indoor secure bike parking room with a maintenance...</td>
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</table>

| 22. The proposed residential use (including its arrangement of uses on the site) is compatible with the existing and planned residential and non-residential uses in the area (that is, the characteristics of the proposed use are compatible with the characteristics of the existing uses, and vice versa). Compatibility includes, but is not limited to, the provision of privacy and protection from noise. |

<table>
<thead>
<tr>
<th>Not Applicable</th>
</tr>
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<tbody>
<tr>
<td>Although this Guideline is not applicable to the proposed project, although the proposed project is not of the same exact character of the existing buildings, it is in character with what the City is seeking to encourage in an area across the street from the UC Davis campus and, over time, will help to transition the area. The proposed location is appropriate for increased density consistent with the City’s infill goals and regional smart growth principals as outlined in SACOG’s MPT/SCS. The City has made comments about the need to increase density and intensity along Russell Boulevard. The proposed project, increases the density/intensity in a manner that is compatible with and respectful of existing development. The project-specific noise study prepared by Saxelby Acoustics (June 15, 2018) determined that the project would meet the City’s interior noise level standards, and the central outdoor plaza would meet the City’s exterior noise level standards.</td>
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<table>
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<tr>
<th>Yes</th>
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<tr>
<td>The project encourages alternative uses of transportation by providing indoor secure bike parking room with a maintenance...</td>
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</table>
project provides the minimum
amount of parking needed for the
proposed use. *Note: One example is
to provide a portion of the required
parking in a landscaped reserve
area and not convert the area to
parking until the need is
demonstrated.*

and repair shop and through its
location adjacent to various transit
opportunities. The project
provides one parking space per
unit, which is approximately half
of what would be required for this
project under the base zoning of
Residential High Density. This
recognizes decreasing car
ownership in light of the
availability of car sharing
programs and encourages the use
of alternative modes of
transportation. (See Section V.C
of the Staff Report regarding
Parking Justification.)

<table>
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<tr>
<th>24. The project promotes alternative transportation modes and helps alleviate peak hour congestion.</th>
<th>Yes</th>
<th>The project encourages alternative uses of transportation by providing indoor secure bike parking room with a maintenance and repair shop and through its location adjacent to various transit opportunities. The project provides one parking space per unit, which is approximately half of what would be required for this project under the base zoning of Residential High Density. The traffic study prepared for the proposed project demonstrates that peak hour traffic from the proposed project does not result in a reduction in level of service.</th>
</tr>
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</table>
| 25. The project implements, as appropriate, transportation management plans and related measures to encourage alternative transportation, reduce parking demand and construction, decrease the likelihood of parking spillover onto on-street parking, minimize the parking and traffic impact on the neighborhood, and provide improved services to residents and employees. The following measures or equivalents should be included as | Yes | The project includes many features and commitments that satisfy these criteria.  
1. The project is oriented to UC Davis students who receive free transit service as part of their undergraduate enrollment.  
2. The proposed project is exclusively residential. The proposed reduced vehicle parking and the proposed increased bicycle parking are |
structured to support the specific needs and demands of the project.

iii. The project includes the provision of a minimum of two parking spaces for the electric car sharing service of Envoy. In addition, a bike share service will also be offered.

iv. The project does not include free cab vouchers; however, in addition to the car sharing described above, the City is currently served by two app-based ride hailing services which are demand priced and widely available.

v. This measure is applicable to commercial projects.

vi. 441 secured indoor bicycle parking spaces are provided.

vii. Off-site parking is not provided. The reduced vehicle parking and the proposed increased bicycle parking are structured to support the specific needs and demands of the project.

viii. Tandem or elevator spaces are not provided and are not appropriate for the proposed project.

ix. The proposed project includes units with three to five bedrooms in both single and double occupancy.

x. The proposed project provides half the required parking for the development; however, does not hold any in reserve. The reduced parking and the proposed increased bicycle parking are structured to support the specific needs and demands of the project.
Citizen Involvement

| 19. [sic] The applicant has made a good faith effort to obtain input from interested citizens and respond to the concerns. | Yes | The project applicant has had numerous meetings with members of the public and has requested a second hearing before the Planning Commission to address CEQA, parking, affordability, and other concerns raised by members of the public and the Commission. |


The draft Principles for the planning and design of infill development projects are a guide for City review of discretionary planning applications. The Draft Guide notes that projects should be reviewed for consistency with the Principles; however, the City needs to balance the Principles with other factors, and that not all Principles apply to every project, nor does a project need to be consistent with every Principle. The following is a list of the draft Principles and a statement about the project’s consistency.

- **Principle #1: Existing Assets:** Value and efficiently use existing buildings, site, neighborhood and other physical assets.
  - The project utilizes existing infrastructure by locating near existing transportation, shopping, UC Davis, and employment centers. The high-density residential development improves the efficiency of the parcel and the existing infrastructure.

- **Principle #2: Sustainable Design:** Use an overall “sustainable” or “green” building and site design approach to be environmentally-responsible and resource efficient.
  - As required by the Development Agreement, Exhibit G, the project will be built to LEED Gold standards, exceed California Title 24 energy standards by 15%, and be Cal Green Tier 1 and Green House Gas Reduction compliant. Residential units will be individually metered for electricity and water consumption to encourage residents to conserve. The buildings and landscaping will be designed to achieve 25% less water usage than the average household use in the region. A solar hot-water preheat and central boiler system will be included. Rooftop photovoltaic electrical panels will generate power for house energy demands, with a goal of achieving a net-zero energy profile for the site and common area spaces.

- **Principle #3: Open Space:** Incorporate open space into site design to conserve resources, improve connections, enhance livability and promote recreation.
  - The site is a one-acre infill parcel located directly adjacent to Oxford Circle Park. The project will include on-site informal meeting and gathering spaces at the edge fronting Russell Boulevard and an outdoor amenity plaza for group gatherings, outdoor fitness, study and socializing. In addition, the proposed project includes areas for studying and lounging on each floor.

- **Principle #4: Compactness:** Create environments that are compact and use space efficiently and aesthetically.
  - The project would result in a compact, efficient, aesthetically pleasing development in full satisfaction of this criterion. The project is a high-density infill residential apartment building designed to maximize the available area of...
the one-acre site on which it is situated. It will provide a 440-bed living space, with indoor bike parking for 441 bikes, together with various community spaces. The project encourages walking, biking and the use of transit through building compacts and efficiently on a major transportation, corridor. In addition, the proposed building design aesthetically and actively engages pedestrians along the Russell Boulevard frontage with a stepped planter that can also serve as a gathering space.

- **Principle #5: Mixed Use:** Promote a mix of residential, commercial and industrial land uses to create active, vital neighborhoods in contrast to single use neighborhoods.
  - The proposed project does not include mixed use; however, the project site is located within an area of mixed uses. The site is immediately adjacent to the UC Davis campus and located within walking, biking, and transit distance to Davis Downtown. Grocery and other shopping at the University Mall is only 1,055 feet from the site.

- **Principle #6: Diverse Housing:** Create a variety of housing opportunities to provide for a variety of needs and incomes.
  - The project will result in by-the-bed rental housing affordable to a variety of income levels. The project includes different room configurations and sizes and includes a commitment to 15 percent overall affordability in perpetuity. The affordability plan is provided as Exhibit E of the Development Agreement.

- **Principle #7: Balanced Transportation:** Provide for the transportation needs of all people while promoting active transportation, safety, comfort, health, convenience and sustainability.
  - The project provides one indoor secured bike parking space per bed, in excess of the City’s requirements and also reduces the number of vehicle parking spaces to encourage the use of alternative transportation. In addition, the project will include two electric vehicles available for shared use by all residents.

- **Principle #8: Community Enhancement and Aesthetics:** Design for community enhancement and quality aesthetics.
  - The building will be masonry and stucco building and subject to final review by the Community Development and Sustainability Department. The project will include outdoor spaces including a stepped planter and informal meeting and gathering spaces at the building edge fronting Russell Boulevard and the main City east-west bike path. The project will also include amenity plazas for group gatherings and other activities.

- **Principle #9: Safety:** Promote safety, security and public health through design.
  - As demonstrated in the Infill and Transit Priority Project analyses (Attachments #6 and #7 to staff report), the project will not expose future residents to adverse noise or air quality effects.

8. **1% Percent Growth Consistency.** The project is consistent with City Council Resolution No. 08-019, which established a target of 1% as an annual growth cap for residential development for the following reasons. First, the City Council finds that this project will provide an extraordinary community benefit, and therefore should not be counted toward the 1% growth cap, as permitted by Resolution No. 08-019. The project
meets these standards because it will provide very high density, student-oriented housing immediately adjacent to the UC Davis campus and in close proximity to transit and other services. This project will help to improve the supply of rental housing in the City, where the current rental vacancy is approximately 0.2%, will provide rental options for individuals seeking housing within the City who do not have family or roommates to offset the cost of renting a single unit, and will do so in a location close to campus that will minimize the impact to existing residential neighborhoods. Second, even if this project were counted toward the 1% growth cap, it would not, when combined with currently approved projects, lead the City to exceed the 1% growth cap, based on anticipated development schedules. Third, in the event that the 1% growth cap has not been exceeded in prior years, the City Council has the discretion to carry forward the number of multifamily units that could have been built in prior years, and accumulate the total allowable number of units. This provision allows the City Council to count the 160 multifamily units projected to be built in the Sterling project toward prior years’ allocations, which would result in well below the 1% growth cap for all other pending/approved projects over the next five years, even if the project were counted toward this 1% growth cap.

9. Affordable Housing. The City’s affordable housing ordinance (Section 18.05.060(b)) gives the City Council the discretion to allow a rental housing development of more than 20 units to provide a minimum of 15 percent affordability based on the number of units, bedrooms or beds. In making its determination on whether to allow a project to provide rental affordable housing in this manner, the City Council will consider certain factors as set forth in Section 18.05.060(b)(1)-(9). The project proposes an affordable housing plan (Davis Live Dream) that is compliant with this requirement and would result in affordability on a per bed basis to the following income categories: 5 percent extremely low, 5 percent very low, and 5 percent low. The project will implement the Davis Live Dream program, which is provided as Exhibit E to the Development Agreement, for the life of the project. In allowing the project to provide affordable housing in this manner, the City considered the following factors which are set forth in Section 18.05.060(b):

- Whether the market rate component and/or the affordable component of the proposed development is anticipated to meet a specific housing need as identified in the city’s housing element or general plan policies. This project will provide both affordable and market rate housing to students. Student housing is specifically called out in the City’s general plan and housing element as a need in the City.
- Whether the market rate units are anticipated to provide housing to low or moderate income households through the incorporation of design components that will encourage greater affordability including reduced unit sizes and reduced utility costs. The rental by the bed offers an opportunity for individuals to rent living accommodations for less than would be possible if they were seeking to rent a small apartment on their own. This rental structure provides a certain level of “affordability by design”, even for the market rate units.
• The extent to which the proposed development furthers other land use goals of the city, including, but not limited to, reductions in the need for private vehicles and the encouragement of development consistent with the Metropolitan Transportation Plan/Sustainable Communities Strategy adopted for the Sacramento region by the Sacramento Area Council of Governments. This project is a Transit Priority Project that is consistent with the MTP/SCS.
• Whether the affordable component is provided on a bed or bedroom basis, that encourages greater integration of the affordable and market rate components of the project. This project provides the affordable housing on a bed basis, with the eligible residents fully integrated into the units with access to the same amenities that are available to the market rate residents.
• The affordability mix shall have a target of five percent low, five percent very low and five percent extremely low recognizing that the number of units, bedrooms or beds may be adjusted up or down based on the income and rent levels proposed. The project is consistent with this affordability target.

10. General Welfare. The General Plan Amendment will not adversely impact the general welfare of residents or businesses within the area in that the type and density of the proposed project is consistent with the City’s goals for infill development due to the project’s proximity of the project to UC Davis, transit, and services/amenities. The proposed project will not adversely impact the health and safety of the residents or business within the area because, as shown in the support for the CEQA exemptions (Attachments #6 and #7 to the staff report), environmental impacts beyond those identified in the Genera Plan will not occur with the application of conditions of approval, including those related to air quality, noise, and traffic.
CONDITIONS OF APPROVAL

Davis Live

I. GENERAL CONDITIONS, FEES, AND TIME LIMITS

1. Approval. This approval allows improvements that consists of a multi-family residential student-oriented building containing 71 units. The approval allows the development of the subject site with a residential structure of seven stories totaling 85 feet in height, and would include a mix of three to five-bedroom fully-furnished units, each with a floor space ranging from 1,222 square feet (sf) to 2,052 sf. Of the 283 total bedrooms included in the project, 126 bedrooms would be designed as double-occupancy rooms with attached bathrooms; thus, the total beds for the project is 440. The approved project would also include the construction of a leasing and management office, indoor secure bike parking room with a maintenance and repair shop, an “amenity plaza” for group gathering, outdoor projection wall, fitness center and yoga facility, club room, study lounge, and a top-floor interior resident lounge. Parking would be provided for both vehicles and bicycles, with 71 vehicle parking spaces, 441 secure bicycle parking spaces, and 92 short-term bicycle parking spaces.

2. Development Agreement. This project is subject to that certain Development Agreement between the City of Davis and 525 Oxford LLC, as approved by the City Council.

3. Permit Expiration. The Davis Live project shall become null and void upon expiration of the Development Agreement if substantial construction in good faith reliance on the approval has not commenced.

4. Applicant’s Responsibility to Inform. The applicant shall be responsible for informing all subcontractors, consultants engineers, or other business entities providing services related to the project of their responsibilities to comply with all pertinent requirements herein in the City of Davis Municipal Code, including the requirement that a business license be obtained by all entities doing business in the City as well as hours of operation requirements in the City.

5. Indemnification. The applicant shall defend, indemnify, and hold harmless the City of Davis, its officers, employees, or agents to attack, set aside, void, or annul any approval or condition of approval of the City of Davis concerning this approval, including but not limited to any approval of condition of approval of the Planning Commission or City Council. The City shall promptly notify the applicant of any claim, action, or proceeding concerning the project and the City shall cooperate fully in the defense of the matter. The City reserves the right, at its own option, to choose its own attorney to represent the City, its officers, employees and agents in the defense of the matter.

6. Conflicts. When exhibits and/or written conditions of approval are in conflict, the written conditions shall prevail. In the event of a conflict between the provisions of these conditions of approval and the Development Agreement, the terms of the Development Agreement shall prevail.
7. **Duplicates.** In the event of duplicate conditions of approval and there shall be no issues and one of duplicate conditions of approval may be deleted. However, in the event that the duplicate conditions of approval provisions differ, then, the more restrictive conditions of approval shall prevail.

8. **Run With The Land.** The terms and conditions of this approval shall run with the land and shall be binding upon and be to the benefit of the heirs, legal representatives, successors, and assignees of the property owner.

9. **Other Applicable Requirements.** The project approval is subject to all applicable requirements of the Federal, State, City of Davis and any other affected governmental agencies, such as the applicable mitigation measures included as conditions below, performance standards, and criteria in SACOG’s MTP/SCS EIR and City’s General Plan EIR, as indicated in the Infill Checklist Appendix N pursuant to PRC Section 210094.5, the Transit Priority Project pursuant to PRC Section 21155.1 analysis, and analyses prepared for the project. Unless otherwise provided in the Development Agreement, approval of this request shall not waive compliance with all sections of the Municipal Code, all other applicable Federal, State and City Ordinances, and applicable Community or Specific Plans or Design Guidelines in effect at the time of building permit application. The duty of inquiry as to such requirements shall be upon the applicant.

10. **Fees.** The developer shall obtain all appropriate permits, if any, and pay all required fees and fees as specified in the Development Agreement, and other applicable fees not addressed in the Development Agreement.

11. **Development Impact Fees.** The developer shall pay the appropriate fees established in the Major Projects Financing Plan pursuant to the General Plan, except as specified in the Development Agreement. Final fee categories shall be as adopted by the City Council in the Major Project Financing Plan and shall be paid at the time of certificate of occupancy or as otherwise required by law, except as specified in the Development Agreement.

12. **School Impact Fees.** The owner shall pay school facilities fees to the Davis Joint Unified School District (DJUSD), in the current amount adopted by the DJUSD at the time building permits are issued.

13. **Sewer and Water Connection Fees.** Water Connection and Sewer Connection fees shall be paid as specified in the Development Agreement, or as required by law.

14. **Signage.** Project signage shall be reviewed under a separate application. All signage shall comply with the requirements of Zoning Ordinance Section 40.26.020 for signs and shall require review and approval by the Department of Community Development and Sustainability Department, and installation paid for by the applicant. Signage consistent with an approved sign program or the citywide sign design guidelines may be processed as a Minor Improvement.
15. **Fire Safety Requirements.** Plans shall be submitted to the Fire Department for review and approval prior to issuance of building permits. All new development shall comply with the fire safety requirements of the California Fire Code and California Building Code as adopted by the City of Davis.

16. **Police Safety Requirements.** Plans shall be submitted to the Police Department for review and approval prior to issuance of building permits. All new development shall comply with the City Building and Security Ordinance and other safety recommendations and requirements regarding building security, prior to issuance of building permits.

17. **Environmental Sustainability Implementation Plan.** The applicant shall comply with all commitments of Exhibit G of the Development Agreement at the time of building permit, including, but not limited to confirmation that the project as designed will achieve LEED Gold equivalent rating, confirmation that the building is 15 percent more energy efficient than required by Chapter 6 of Title 24 of the California Code of Regulations, and confirmation that the building and landscaping are designed to achieve 25 percent less water usage than the average household use in the region.

18. **Contingencies.** This project is contingent upon the adoption of General Plan Amendment Resolution and Rezone/Planned Development Ordinance, which permits the land use change.

19. **Compliance with Conditions of Approval.** Prior to issuance of Certificate of Occupancy, conditions of approval and required improvements deemed necessary for a Certificate of Occupancy shall be completed or secured by the applicant to the satisfaction of the Community Development & Sustainability Department.

II. ZONING STANDARDS

23. **Development Standards.** The project’s development standards shall comply with those established for as part of the PD adopted for the Davis Live Project and as may be amended in the future.

24. **Outdoor Amenities.** The use of the various outdoor amenities shall comply with the City’s Noise Regulations, Municipal Code Chapter 24.

25. **Affordable Housing.** The project shall comply with Article 18.05 of the Davis Municipal Code by providing affordable beds in accordance with the Affordable Housing Plan set forth as Exhibit E to the Development Agreement.

26. **Security Plan.** Prior to final or occupancy of the project, the applicant shall submit a final security plan for review by the Police Department and Community Development & Sustainability Department.

27. **Property Maintenance.** Property owner(s) is/are responsible for maintaining all building, bike facility, yards, structures, parking areas and other improvements in such a manner, which does not detract from the appearance of the surrounding area. Driveways and parking
areas shall be maintained in an attractive and suitable fashion with any potholes, significantly cracked or uneven paving and any other significant damage repaired in a timely fashion throughout the life of the project. This condition shall be noted on the site plan.

28. **Landscape Maintenance.** The property owner shall be responsible for the installation and maintenance of all landscaping, including street trees, from the back of the curb to their project. All utility lines (water lines), if currently operated by the City, shall be disconnected and patched into the developments irrigation system.

### III. DEMOLITION, GRADING, SITE DEVELOPMENT, AND SITE PLAN

**Prior to Grading or Site Disturbance for Purposes of Construction**

29. **Biological Clearance Application.** Prior to issuance of a grading, building permit, or other improvement activities on the site, a biological clearance application shall be submitted by the applicant for review by the City. The study shall be consistent with City ordinances and shall address whether there are endangered and/or protected species on the site. The applicant shall implement all mitigation measures that are identified as required as a result of the survey. The survey shall be conducted not less than thirty days prior to any grading activity. A discing permit may be required.

30. **Construction Waste Recycling.** Project shall comply with the City’s Construction and Demolition Ordinance for diversion of construction and demolition waste from the landfill, through recycling, reuse and or waste reduction. Compliance shall be demonstrated as set forth in section 32.04.080 of the Davis Municipal Code. Prior to issuance of building permit, the applicant shall submit to the City for review and approval a Construction Waste Recycling Program for the project including provisions for participation in the County Wood Waste Reduction program or equivalent. The recycling program should include the recycling and re-use of all construction materials and garbage generated by the construction work, such as shipping boxes and packing materials, beverage containers, metal scraps, etc.

31. **Construction Management Plan.** Prior to issuance of any permit or inception of any construction activity on the site, the developer shall submit a construction impact management plan including a project development schedule and “good neighbor” information for review and approval by the Community Development and Public Works Departments. The plan shall include, but is not limited to, public notice requirements for periods of significant impacts (noise/vibration/street or parking lot closures, etc.), special street posting, construction vehicle parking plan, phone listing for community concerns, names of persons who can be contacted to correct problems, hours of construction activity, noise limits, dust control measures, and security fencing and temporary walkways. Work and/or storage of material or equipment within a City right-of-way shall be reviewed on a case-by-case basis and is subject to review and approval of the City Engineer. Such use of the right-of-way may require a separate Encroachment Permit.

32. **Construction Traffic Control Plan.** Before commencement of any construction activities for the project site, the project applicant shall prepare a detailed Construction Traffic Control
Plan (CTCP) and submit it for review and approval by the City Department of Public Works. The applicant and the City shall consult with local emergency service providers for their input before approving the CTCP. At a minimum, the CTCP shall include:

- The number of truck trips, time, and day of street closures;
- Time of day of arrival and departure of trucks;
- Limitations on the size and type of trucks, provision of a staging area with a limitation on the number of trucks that can be waiting;
- Provision of a truck circulation pattern;
- Provision of driveway access plan so that safe vehicular, pedestrian, and bicycle movements are maintained (e.g., steel plates, minimum distances of open trenches, and private vehicle pick up and drop off areas);
- Maintain safe and efficient access routes for emergency vehicles;
- Manual traffic control when necessary;
- Proper advance warning and posted signage concerning street closures; and
- Provisions for bicycle and pedestrian safety.

A copy of the CTCP shall be submitted to local emergency response agencies and these agencies shall be notified at least 14 days before the commencement of construction that would partially or fully obstruct roadways.

33. **Erosion Control Plan Required.** An Erosion Control plan shall be prepared by a registered Civil Engineer, for review and approval by the City Engineer prior to commencement of construction of improvements. This plan shall incorporate the following requirements:
   a. This plan will include erosion control measures to be applied during the rainy season (the months of October through April, inclusive). These measures may include limitations on earth moving activities in sensitive areas during this time period.
   b. This plan will include methods of revegetating denuded earth slopes as soon as feasible. Revegetation will be accomplished by a method which reseeds and temporarily protects the ground so that 90% germination is achieved. Future building pads are not subject to this requirement, although measures will be required to contain sediments.
   c. The developer shall implement wind erosion and dust control measures to be applied on a year-round basis. This shall include an effective watering program to be implemented during earth moving activities. Erosion control measures may include limitations on earth moving activities in sensitive areas during the rainy season.
   d. All sediments generated by construction activities shall be contained by the use of sediment traps, such as silt fences, settling basins, perimeter ditches, etc.
   e. When building construction will be delayed beyond the next rainy season, the developer shall provide erosion control measures on each individual lot.

33A. **Grading Plan.** The Applicant shall submit a final grading plan for the project prepared by a registered Civil Engineer, concurrent with the improvement plans for review and approval of the City Engineer. The Applicant shall provide information showing where all proposed grading cuts/fills will occur within the canopy of any existing trees to remain to the Urban Forest Manager. All accessibility features and bicycle access routes are to be clearly delineated on the site.
34. **Pre-Construction Meeting.** Prior to the start of any work on-site, the applicant shall request and attend a preconstruction meeting to include project general contractor, owner representative, as well as City representatives including Community Development and Sustainability and Public Works Departments.

**Plan Check Review**

35. **Exterior Lighting.** All exterior residential lighting shall be directed so as to not adversely impact traffic or adjacent sites. Light standards should generally not exceed 15 feet in total height and shall comply with the provisions of the City’s Outdoor Lighting Control Ordinance as well as the City’s Security Ordinance. A detailed on-site lighting plan, including a photometric diagram and details of all exterior light fixtures shall be reviewed and approved by the Community Development & Sustainability Department and Police Department prior to the issuance of permits.

36. **Perimeter Fencing:** Applicant agrees to construct perimeter fencing or other improvements, subject to the approval of the Parks and Community Services Director, where any lots of this Development abut any existing or proposed public lands, including drainage ponds, drainage channels, greenbelts, and/or parks. Applicant agrees to construct said fencing at the time of building construction on each of the respective lots, and also agrees that City may withhold final occupancy approval on any such abutting lots, until such fencing is constructed.

Applicant agrees to prepare sketches and plans for such perimeter fencing, including proposed location, subject to the review and approval of the Community Development Department prior to issuance of the first building permit.

Applicant further agrees that the fencing shall be installed on private property adjacent to the property line.

Applicant and City agree that the maintenance of the fencing and/or soundwalls is the responsibility of the private property owner on this project and provisions for said such maintenance shall be included in the Covenants, Conditions, and Restrictions (only to the extent that there are CC&R's for a given project).

37. **Cultural Resources.** The following statement shall be included on all construction documents: “If any subsurface historic remains, prehistoric or historic artifacts, other indications of archaeological resources, or cultural and/or tribal resources are found during grading and construction activities, all work within 100 feet of the find shall cease, the City of Davis Department of Community Development and Sustainability shall be notified, and the applicant shall retain an archaeologist meeting the Secretary of the Interior's Professional Qualifications Standards in prehistoric or historical archaeology, as appropriate, to evaluate the find(s). If tribal resources are found during grading and construction activities, the applicant shall notify the Yocha Dehe Wintun Nation.
The archaeologist shall define the physical extent and the nature of any built features or artifact-bearing deposits. The investigation shall proceed immediately into a formal evaluation to determine the eligibility of the feature(s) for inclusion in the California Register of Historical Resources. The formal evaluation shall include, at a minimum, additional exposure of the feature(s), photo-documentation and recordation, and analysis of the artifact assemblage(s). If the evaluation determines that the feature(s) and artifact(s) do not have sufficient data potential to be eligible for the California Register, additional work shall not be required. However, if data potential exists (e.g., an intact feature is identified with a large and varied artifact assemblage), further mitigation would be necessary, which might include avoidance of further disturbance to the resource(s) through project redesign. If avoidance is determined to be infeasible, additional data recovery excavations shall be conducted for the resource(s), to collect enough information to exhaust the data potential of those resources.

Pursuant to CEQA Guidelines Section 15126.4(b)(3)(C), a data recovery plan, which makes provisions for adequately recovering the scientifically consequential information from and about the resource, shall be prepared and adopted prior to any excavation being undertaken. Such studies shall be deposited with the California Historical Resources Regional Information Center. Data recovery efforts can range from rapid photographic documentation to extensive excavation depending upon the physical nature of the resource. The degree of effort shall be determined at the discretion of a qualified archaeologist and should be sufficient to recover data considered important to the area’s history and/or prehistory.

Significance determinations for tribal cultural resources shall be measured in terms of criteria for inclusion on the California Register of Historical Resources (Title 14 CCR, §4852[a]), and the definition of tribal cultural resources set forth in Public Resources Code Section 21074 and 5020.1 (k). The evaluation of the tribal cultural resource(s) shall include culturally appropriate temporary and permanent treatment, which may include avoidance of tribal cultural resources, in-place preservation, and/or re-burial on project property so the resource(s) are not subject to further disturbance in perpetuity. Any re-burial shall occur at a location predetermined between the landowner and the Yocha Dehe Wintun Nation. The landowner shall relinquish ownership of all sacred items, burial goods, and all archaeological artifacts that are found on the project area to the Yocha Dehe Wintun Nation for proper treatment and disposition. If an artifact must be removed during project excavation or testing, curation may be an appropriate mitigation.”

38. **Trash Enclosures.** Trash enclosures shall comply with the City’s Stormwater Management and Discharge Control Ordinance (Ordinance) as amended over time. In addition, all required trash enclosure areas shall be constructed with a minimum 6’ high wall and shall have a self-closing gate constructed of solid metal materials and attached to posts embedded in concrete. Stormwater runoff shall not be permitted to run on into the trash area. The trash enclosure shall have a solid roof cover. The enclosure area shall be constructed to drain to the sanitary sewer. Details of trash enclosure design shall be submitted for review and approval by the Community Development & Sustainability Department and Public Works Department prior to the issuance of building permits. Trash enclosure and recycling areas shall be adequately screened from public view and shall be architecturally compatible with proposed building design by utilizing consistent materials and colors.
39. **Recology.** Documentation of approval from Recology for the quantity, location and size of proposed project trash and recycling enclosures shall be submitted with the building permit application. Times and locations for garbage and green waste storage adjacent to streets may be limited through the use of signage or other means. Provisions for such limitations shall be submitted with the improvement plans and shall be subject to review and approval of the City Engineer. If signage is used to limit storage, Applicant shall pay for installation of signs.

40. **Water Capacity Study.** The applicant shall provide a water supply study to ensure that the water supply infrastructure is adequate to serve the project needs to City standards. To the extent modified infrastructure is needed, the modifications are the responsibility of the applicant. The water supply study shall be submitted for the review and approval of the City Engineer.

41. **Sewer Capacity Study.** The applicant shall provide a sewer capacity study to ensure that the sewer infrastructure is adequate to serve the project needs to City standards. To the extent modified infrastructure is needed, the modifications are the responsibility of the applicant. The sewer capacity study shall be submitted for the review and approval of the City Engineer.

42. **Utility Plan.** A utility plan shall be approved by all applicable utility providers prior to the issuance of permits for any building. The applicant shall prepare a final site plan and elevations of all on-site mechanical equipment (including HVAC condensers, transformers, switch boxes, backflow devices, PG&E transformers, etc.) and specifics of how such equipment shall be screened from public view. This plan, with an approval stamp from the City of Davis Community Development & Sustainability Department, shall be submitted by the applicant to the utility provider for review. Any necessary changes or deviations from the approved utility location and/or screening shall be reviewed by the Community Development & Sustainability Department prior to installation and may be subject to discretionary Design Review processing and fees by the Community Development & Sustainability Department.

43. **Size and Locations** All sizes, locations and grades of the utilities, including private common utilities to serve this project shall be subject to the review and approval of the City Engineer. Concurrent with submission of the improvement plans, Applicant shall submit improvement plans for the public improvements subject to review and approval of the City Engineer.

44. **Easements** Utilities located within common access areas shall be privately owned and maintained. Provisions shall be made for easements for common access, drainage, utilities, and provisions for maintenance and repair of any shared utilities, driveways, or walkways. These provisions shall be subject to the review and approval of the Public Works Director and/or the City Attorney, and recordation of grant deeds and reservations shall be completed prior to the issuance of certificate of occupancy.

45. **Equipment Screening.** All ground mounted utility appurtenances such as transformers, AC condensers, backflow devices, etc., shall be located out of public view and adequately screened in such a manner as to minimize the visual and acoustical impact. To the extent
possible, equipment shall be located behind the building setback, on the side of the building or outside public view. Equipment within public view shall be screened to the satisfaction of the Community Development and Sustainability Director and may include a combination of landscaping and/or masonry or lattice walls or berms. All gas and electrical meters shall be concealed and/or painted to match the building.

46. **Textured/Colored Pavement.** Textured/colored pavement may be provided across all driveways’ entrances. They could be of brick/tile pavers, exposed aggregate, integral color concrete, colored asphalt, or any combination thereof. Full samples shall be submitted to the Community Development & Sustainability Department for review and approval prior to the issuance of building permits.

47. **Encroachment Permit Required.** All work within the public right-of-way (ROW), including but not limited to utilities and grading, shall be explicitly noted with the building plans. The applicant shall obtain all necessary encroachment permits from the City of Davis Public Works Department prior to issuance of building permits for all work and construction that encroach within or over the public right-of-way, including, but not limited to: balconies, fire ladders, outdoor restaurant seating, bike racks, water meters, backflow devices, signs and curb/gutter/sidewalk improvements.

48. **Soils Report.** Applicant shall provide soils report concurrent with submission of improvement plans. Prior to the issuance of permits, the applicant shall have a soils investigation report prepared and the applicant shall comply with all recommendations contained within the report.

49. **Backflow Prevention Equipment.** Backflow prevention devices may be required. Prior to issuance of building permits for any activities within the project site, plumbing plans shall be submitted subject to the review and approval of the City Engineer.

50. **Grading Plan Review.** Prior to approval of grading plans for this project, the applicant shall satisfy the City Engineer that the proposed grading will not adversely affect adjacent properties. In addition, retaining walls shall be provided by the developer wherever the grade differential between adjacent lots is 0.5 feet or greater. Masonry retaining walls shall be provided when such grade differential is 1.0 feet or greater.

51. **Project Identification and Street Addresses.** Applicant shall provide address numbers subject to the review and approval of the City Engineer in consultation with the City's Emergency Services Department at the time of submittal of the improvement plans.

52. **Street Lighting.** Final street lighting design, including location and number of fixtures, are subject to the review and approval of the City Engineer.

53. **Bicycle Parking.** The following shall be incorporated into the interior secured bicycle parking area to the satisfaction of the City’s Bicycle/Pedestrian Coordinator:
   a. The internal circulation shall provide adequate maneuvering and ease of access for users.
b. Access shall be provided to the bicycle room on the west side of the building with two entry doors along a lighted, paved path.
c. Space for 8 to 10 larger bicycles shall be provided within the secured bicycle parking area.

During Construction

54. Construction Times and Noise Impacts. The developer/applicant shall be responsible for informing all subcontractors and construction crews about construction start and finish times including appropriate ambient noise impacts consistent with City Code and of all applicable mitigation measures.

55. Air Quality/Ozone Precursors/TACs During Construction. The following actions shall be taken during construction to minimize temporary air quality impacts:
   a. An effective dust control program should be implemented whenever earth-moving activities occur on the project site. In addition, all dirt loads exiting a construction site within the project area should be well watered and/or covered after loading. (YSAQMD Handbook)
   b. Apply water or dust palliatives on exposed earth surfaces as necessary to control dust emissions. Construction contracts shall include dust control treatment in late morning and at the end of the day, of all earth surfaces during clearing, grading, earth moving, and other site preparation activities. Non-potable water shall be used, where feasible. Existing wells shall be used for all construction purposes where feasible. Excessive watering will be avoided to minimize tracking of mud from the project onto streets. (YSAQMD Handbook)
   c. Grading operations on the site shall be suspended during periods of high winds (i.e. winds greater than 15 miles per hour).
   d. Outdoor storage of fine particulate matter on construction sites shall be prohibited.
   e. Contractors shall cover any stockpiles of soil, sand and similar materials. (YSAQMD Handbook)
   f. Construction-related trucks shall be covered and installed with liners and on the project site shall be swept at the end of the day. (YSAQMD Handbook)
   g. Revegetation or stabilization of exposed earth surfaces shall be required in all inactive areas in the project. (YSAQMD Handbook)
   h. Vehicle speeds shall not exceed 15 miles per hour on unpaved surfaces.
   i. The contractor shall ensure that all off-road diesel-powered equipment over 25 horsepower to be used in the construction of the project (including owned, leased, and subcontractor equipment) shall meet California Air Resources Board (CARB) Tier 4 emissions standards or cleaner. (YSAQMD Handbook)
   j. Portable equipment over 50 horsepower must have either a valid District Permit to Operate (PTO) or a valid statewide Portable Equipment Registration Program (PERP) placard and sticker issued by CARB. (YSAQMD Rule 3.3)
   k. Construction equipment and engines shall be properly maintained in proper working condition according to manufacturer’s specifications.
   l. Vehicle idling, including diesel equipment, shall be kept below 5 minutes. (YSAQMD Handbook)
m. Construction activities shall utilize new technologies to control ozone precursor emissions, as they become available and feasible. (YSAQMD Handbook)

n. To the extent possible, construction equipment shall be equipped with catalysts and filtration (diesel particulate filters). Where an option exists between two similar pieces of equipment, the newer and/or more controlled piece of equipment shall be used.

o. During smog season (May through October), the construction period shall be lengthened so as to minimize the number of vehicles and equipment operating at the same time.

p. Comply with all applicable air quality regulations including 17 CCR 93105. (17 CCR 93105)

56. **Noise and Vibration Reduction Practices.** The applicant shall employ noise-reducing construction practices. The following measures shall be incorporated into contract specifications to reduce the impact of construction noise:

a. All equipment shall have sound-control devices no less effective than those provided on the original equipment. No equipment shall have an un-muffled exhaust.

b. As directed by the City, the developer shall implement appropriate additional noise mitigation measures in order to meet the 86 dBA threshold including, but not limited to:

   o Use of electric construction equipment as an alternative to diesel-powered equipment to the extent feasible;
   - Changing the location of stationary construction equipment;
   - Shutting off idling equipment;
   - Rescheduling construction activity;
   - Notifying adjacent residents in advance of construction work;
   - Installing acoustic barriers around stationary construction noise sources;
   - Installing temporary barriers between the project site and adjacent sensitive receptors

c. Any compaction required less than 26 feet from the adjacent structures shall be accomplished by using static drum rollers which use weight instead of vibrations to achieve soil compaction.

d. Additionally, the project would use drilled piles for foundation construction instead of impact pile driving. The project is prohibited from using impact pile driving.

57. **Trash Maintenance.** The entire site shall be kept free of trash or debris at all times.

58. **Prior to Final/Completion**

58. **Record Drawings.** The Applicant's engineer shall prepare Record Drawings that accurately indicate the completed grades. A pad certification letter shall be provided after completion of grading operations. Reproducible mylar copies of the Record Drawings shall be provided to the City after completion of all improvements.

59. **On-Going**

59. **Backflow Equipment.** Backflow prevent valve wheels and stems shall be maintained in a manner that enables inspection in order to determine whether or not the valve is open.

60. **Undeveloped Site Maintenance.** The applicant shall be responsible for the ongoing maintenance and upkeep of undeveloped portions of the project site in accordance with the
IV. STORM WATER AND DRAINAGE

61. **Storm Water Drainage.** The proposed development and project applicant shall comply with the City’s Stormwater Management and Discharge Control Ordinance.

62. **Storm Water Pollution Prevention Plan.** This project may be subject to State requirements for a Storm Water Pollution Prevention Plan (SWPPP). If the project disturbs 1 acre or more of soil, the developer shall file a Notice of Intent (NOI) with the State. The SWPPP shall be prepared by a State Certified Qualified SWPPP Developer (QSD). A copy of the SWPPP, NOI and WDID number shall be submitted subject to the review and approval of the City Engineer prior to disturbance of soil or the issuance of the first permit, whichever occurs first. In the event of a SWPPP not being required, the applicant and developer shall provide a full erosion and sediment control plan which shall include management of construction and demolition debris, materials and trash management, street frontage cleaning, downstream drainage inlet protection, stabilized entrance, and spill response control.

63. **Storm Water System Sizing.** The storm water design calculations for detention and water quality require review at the full design level. These systems may increase in size pending full review of the design at time of construction documents.

64. **Storm Water Quality Plan.** The applicant and developer shall provide prior the issuance of building permits subject to the review and approval of the City Engineer a complete SW Quality Diagram the provides all of the following:
   a. The total area of the project site.
   b. The total amount of impervious surface proposed versus that which is existing on the site.
   c. All site design measures as outlined in Section E.12.b. and E.12.e.(ii)(d) used to reduce runoff from the site for the 85th percentile 24 hour storm event.
   d. All drainage shed boundaries (DMA) and corresponding methods for treatment of runoff (treatment control methods).
   e. Direction of all drainage on the site within each DMA.
   f. Calculations which demonstrate that treatment control methods are appropriately sized for either volumetric or flow based treatment for each drainage shed the measures are proposed to treat.
   g. All bioretention areas for each DMA shall be shown on the plan along with cross sections of the subsurface soils appropriately engineered to accommodate retention of the remaining runoff after site design measures have been implemented.
   h. Calculations and design features which demonstrate that the hydromodification requirements of Section E.12.f. of the Phase II Small MS4 General Permit have been met.

65. **Stormwater Calculations.** The storm water quality design calculations for retention shall need to be confirmed to be consistent with the standards of Section E.12.f. of the Phase II Small MS4 General Permit. The developer/applicant shall provide calculations with the submittal of the construction plans with the application for a building permit to demonstrate consistency with this standard. The developer/applicant may be required to go through additional discretionary permits if the proposed retention systems are required to be modified in order to comply with standards of the Phase II Small MS4 General Permit. The applicant
and developer shall assume all risk and responsibility for all associated costs and time with redesign and obtaining additional discretionary permits.

66. **Stormwater Quality Maintenance.** A stormwater maintenance plan shall be provided subject to the review and approval of the City Engineer prior to the issuance of the building permits. The maintenance plan shall contain details for how the treatment control measures and bioretention areas shall be maintained for the life of the project. The maintenance plan shall also include annual inspections of the treatment control and bioretention areas. The maintenance plan shall be required to be included with the title documents for the property and run with the land and subsequent title holders. If CC&Rs are developed for the properties, the maintenance plan shall also be included with the CC&Rs for all title holders on the project. Occupancy is contingent upon the approval of the maintenance plan.

67. **Drainage Plan Required.** An on-site drainage plan to serve the subdivision shall be submitted for review and approval of the City Engineer concurrent with the subdivision improvement plans. On-site drainage improvements shall be designed to collect and convey the 10% storm flows. Final calculations for the 10% and 1% storm events shall be provided.

68. **Supporting Plantings.** All supporting plantings and supporting supplementary irrigation for all bioretention areas and treatment control measures shall be included in a landscape plan set subject to review and approval of the City Engineer prior to the issuance of building permits. No plant species identified on the California Invasive Plant Inventory Database shall be permitted on site.

**V. FIRE SAFETY**

69. **Fire Department Requirements.** Prior to the issuance of permits, the owner/developer shall obtain approval from the fire department that:
   a. All necessary public services, including water service and fire hydrants, meet fire department standards; and
   b. Vehicle access is sufficient to accommodate fire department equipment and fire sprinklers are provided in any building over 5,000 square feet.
   c. Buildings exceeding 3 stories or 30 feet in height require two means of fire apparatus access.
   d. Where the vertical distance exceeds 30 feet, approved aerial fire apparatus access roads shall be provided.
   e. Aerial fire apparatus access roads shall have a minimum unobstructed width of 26 feet, exclusive of shoulders.
   f. Provide required hydrants on the plans.
   g. Buildings which are 5 stories will require NFPA 13 system.
   h. Indicated stairwells on plans to have roof fire access

70. **Fire Access.** All Fire Department access and fire lanes shall be posted as “No Parking, Fire Lane.” Signage, paint and location are subject to review and approval by the Fire Department.
71. **EVA.** Bollards, entry gates and other obstructions shall be subject to review and approval of the Fire Department.

72. **Fire Access During Construction.** Prior to completion of streets, building permits may be issued, provided fire vehicle access is maintained to all hydrants and from hydrants to all structures prior to commencing wood construction.
   a. Details of Fire Department access to hydrants and structures shall be approved by the Fire Department.
   b. Where structures are built or under construction, all adjacent streets shall be paved or graveled.

**VI. PUBLIC IMPROVEMENTS**

73. **Improvements.** Developer shall implement recommended improvements contained in the Development Agreement and mitigation measures, subject to the review and approval of the City Engineer.

74. **Roadway Improvements.** Developer shall provide roadway improvement plans, and detailing proposed grind and overlay roadway rehabilitation, intersection improvements at Wake Forest Drive, and Oxford Circle, striping plans, subject to the review and approval of the City Engineer. Roadway Improvements shall be complete after private improvement are complete, and prior to the issuance of certificate of occupancy.

75. **Bike Path, and Sidewalk.** Developer shall modify/replace any sidewalk or bike path adjacent to the parcel that does not meet the American Disabilities Act (ADA) requirements

76. **Driveway Exit Arrows.** Driveway exit lanes will require Right Turn/Left Turn arrows to be placed on private property.

**VII. LANDSCAPING AND TREES**

77. **Tree Modification Permit.** A Tree Modification Permit is required prior to removal of the trees or pruning of any protected trees.
   a. 1 Fig, 28 Italian Cypress, and 8 Chinese Hackberry Trees, as shown in Attachment #9, may be removed subject to the following:
      • The applicant shall comply with the City’s Tree Preservation Ordinance to mitigate for the removal of trees of significance (5” or greater dbh) or other protected trees on the property. Mitigation may include replanting the equivalent dbh of the removed trees on-site or off-site, or an in-lieu fee payment to the Tree Preservation Fund prior to issuance of building permits, as determined by the Urban Forest Manager and Community Development and Sustainability Department. Replacement trees shall be shown and included in the construction documents.
   b. 4 Cork Oaks and 2 Chinese Hackberry Trees, as shown in Attachment #9, shall be preserved by implementing the following:
• Indicate surveyed trunk locations and tree protection zones (TPZ’s) on all construction plans for trees to be preserved. Note, where infrastructure is located within protection zones, indicate a modified tree protection zone (MTPZ) as close to infrastructure as possible (minimize overbuild).
• Engage the Consulting Arborist to revise development impact assessment (as needed) for trees to be preserved once construction plans are drafted.
• Tree preservation measures should be indicated on all construction plans.
• Avoid grading, compaction, trenching, rototilling, vehicle traffic, material storage, spoil, waste or washout or any other disturbance within tree protection zones (TPZ’s or MTPZ’s).
• Conduct a meeting to discuss tree preservation guidelines with the Consulting Arborist and all contractors, subcontractors and project managers prior to the initiation of demolition and construction.
• Prior to any construction activity on site, identify (tagged) trees to be preserved and install tree protection fencing in a circle centered at the tree trunk with a radius equal to the defined tree protection zone (see table) or as indicated on the construction plans for MTPZ’s. Tree protection fences should be made of chain link with posts sunk into the ground. These fences should not be removed or moved until construction is complete. Avoid soil or above ground disturbances within the fenced area.
• Any pruning required for construction or recommended in the arborist report should be performed by an ISA Certified Arborist or Tree Worker. Pruning for necessary clearance should be the minimum required to build the project and performed prior to demolition.
• Any work that is to occur within the protection zones of the trees should be monitored by the Consulting Arborist.
• If roots larger than 1.5 inches or limbs larger than 3 inches in diameter are cut or damaged during construction, contact Consulting Arborist as soon as possible to inspect and recommend appropriate remedial treatments.
• All trees to be preserved should be irrigated once every two weeks during non-Winter months to uniformly wet the soil to a depth of at least 18 inches under and beyond their canopies.

78. Landscape Plan Required. Detailed landscape and irrigation plans shall be submitted and approved by the Community Development and Sustainability and Parks and Community Services Departments prior to the issuance of building permits. Landscape plans shall specify the following:
   a. Location, size and quantity of all plant materials;
   b. A plant legend specifying species type (botanical and common names), container size, maximum growth habit, and quantity of all plant materials;
   c. Location of all pavements, fencing, buildings, accessory structures, parking lot light poles, property lines, and other pertinent site plan features;
   d. Planting and installation details and notes including soil amendments;
   e. Existing trees on site shall be identified. Identification shall include species type, trunk diameter at 4’-6” above adjacent grade, and location on site. Trees planned for removal or relocation shall be marked on the plans, methodology to preserve trees in place shall be provided on the plans;
f. Details of all irrigation (drip and sprinkler) as well as all equipment such as backflow, controller and meter devices identified;
g. Two deep watering tubes per tree planted in an isolated parking lot planter island.
h. Two large shade trees shall be planted, one at the southeast and another at the southwest corner of the building.

79. **Maintenance Statement.** The following statement shall be included on the final landscape plan set: “All landscaped areas shall be maintained in perpetuity upon completion and kept free from weeds and debris and maintained in a healthy, growing condition and shall receive regular pruning, fertilizing, mowing and trimming. Any damaged, dead, diseased, or decaying plant material shall be replaced within 30 days. Significant trimming or pruning will not be permitted without prior City approval.

80. **No Thorny Plants Near Paths.** No plants with thorns or barbs shall be planted within 5 feet of a walking path or the public right-of-way.

81. **Tree Planting.** All trees shall be a minimum of 15 gallons in size. All trees shall be planted and staked in accordance with Parks and Community Services Department standards. All parking lot trees shall be irrigated with a minimum of two deep watering tubes.

82. **Landscaping Standards.** Shrubs shall be a minimum of 5 gallons in size. Ground cover may be 1 gallon or less in size. Ground cover areas shall be supplemented with additional larger size materials to provide variation and texture.

83. **Accent Landscaping.** Bark and other surface materials may be utilized in planter areas as a mulch or accent material. Large areas that utilize only bark, decomposed granite, or other surface/mulch material are not acceptable and shall include shrubs, trees and groundcover to provide variation, texture and shade.

84. **Water Efficient Landscaping Requirements.** The project shall comply with the Water Efficient Landscape requirements of the City as required by the State. Verification of compliance with this ordinance shall be to the satisfaction of the Community Development & Sustainability Department and shown on the building permit plans set with the irrigation plan.

85. **Irrigation Systems.** All plant materials, including ground cover shall be serviced with an automatic irrigation system. All irrigation systems shall be subject to review and approval by the Community Development & Sustainability Department and the Public Works Department prior to issuance of permits.

86. **Landscaping Inspection.** Landscaping shall be installed consistent with the approved landscape plan prior to final certificate of occupancy and inspected by Planning staff. All trees shall be planted and staked in accordance with Parks and Community Services Department standards.
IX. BUILDING DESIGN AND SUSTAINABILITY

87. **Approved Building Design.** The final elevations, including a material and colors board, shall be reviewed and approved by the Community Development and Sustainability Department prior issuance of building permits. The submittal shall include adequate detailing of application, construction and materials proposed on all exterior architectural enhancements including but not limited to building and window trim, depth of recessed features, grout or reveal width/depth, awning materials, trellis construction, building material application such as tile/brick. Adequate detailing may necessitate the use of cross-sections.

88. **Approval Letter.** The applicant shall attach a full copy of the approved project letter to the Building Application Submittal.

89. **Water Submetering.** The applicant shall install separate smart water submeters for all units and applicable spaces. Smart water meters will help tenants understand in real time when, where, and how much water (in gallons) they are consuming on a daily basis.

90. **EV Charging.** Electric Vehicle (EV) charging: As per Davis Electric Vehicle Charging Plan requirements, approved by City Council by resolution on February 23, 2017 (R:\City Clerk\Resolutions\Approved Resolutions\2017\17-023 - EV Charging Plan.pdf), this project is required to provide:
   - Level 1 charging at 5% of all spaces (min 2 spaces): 5% of 71 total spaces = 3.55 spaces or 4 spaces Level 1 (multiple spaces can be served by a single charger).
   - Level 2 charging at 1% of all spaces (min 1 parking space): minimum = 1 space.
   - Conduit adequate for 25% Level 2 spaces: 25% of 71 spaces = 17.75 total spaces minus one above = minimum Level 2 conduit to 17 additional spaces.
   - Room in panels and capacity to serve 20% of all spaces with Level 1 (14 spaces total) and 5% of Level 2 (4 spaces total).

91. **Light Fixtures.** All wall mounted building lighting shall be submitted for review and approval by the Community Development & Sustainability Department prior to issuance of permits. All lighting fixtures shall be complementary to the building architecture. Outdoor lighting shall be low wattage, the minimum necessary to light the intended area, and fully shielded to minimize off-site glare.

92. **Roof Mounted Equipment.** All roof appurtenances, including air conditioners and other roof mounted equipment and/or projections (excluding photovoltaic systems) shall be screened from view and the sound buffered from adjacent properties and streets. Such screening shall be architecturally integrated with the building design to the satisfaction of the Community Development & Sustainability Department prior to the issuance of building permits.

93. **Water and Energy Conservation Plan.** The applicant shall prepare and implement a resident Information and Incentive Plan for Water and Energy Conservation subject to review and approval of the Director of Community Development and Sustainability, as set forth in the Development Agreement.
X. CEQA MITIGATION MEASURES FROM MTP/SCS EIR AND GENERAL PLAN EIR

Applicable MTP/SCS EIR Mitigation Measures

94. Design structures to avoid or reduce impacts resulting from glare.

The implementing agency shall require measures that would minimize and control glare from land use and transportation projects through the adoption of project design features that reduce glare. These features include:

- limiting the use of reflective materials, such as metal;
- using non-reflective material, such as paint, vegetative screening, matte finish coatings, and masonry;
- screening parking areas by using vegetation or trees;
- using low-reflective glass; and
- complying with applicable general plan policies or local controls related to glare.

(MTP/SCS EIR Mitigation Measure AES-2)

95. Design lighting to minimize light trespass and glare.

The implementing agency shall require measures that would impose lighting standards that ensure that minimum safety and security needs are addressed and minimize light trespass and glare. These standards include the following:

- minimizing incidental spillover of light onto adjacent private properties and undeveloped open space;
- directing luminaries away from habitat and open space areas adjacent to the project site;
- installing luminaries that provide good color rendering and natural light qualities; and
- minimizing the potential for back scatter into the nighttime sky and for incidental spillover of light onto adjacent private properties and undeveloped open space.

(MTP/SCS EIR Mitigation Measure AES-3)

96. Design projects to be visually compatible with surrounding areas.

The implementing agency shall require measures that minimize contrasts in scale and massing between the project and surrounding natural forms and developments. Strategies to achieve this include:

- avoiding large cuts and fills when the visual environment (natural or urban) would be substantially disrupted;
- siting or designing projects to minimize their intrusion into important viewsheds;
- using contour grading to match surrounding terrain;
- developing transportation systems to be compatible with the surrounding environments (e.g., colors and materials of construction material; scale of improvements);
• avoiding the use of non-native landscaping; if exotic vegetation is used, it should be used as screening and landscaping that blends in and complements the natural landscape;
• protecting or replacing trees in the project area;
• using grading that blends with the adjacent landforms and topography;
• landscaping new slopes and embankments with compatible grasses, shrubs, and trees to soften cuts and edges; and
• designing new structures to be compatible in scale, mass, character, and architecture with existing structures. (MTP/SCS EIR Mitigation Measure AES-6)

97. Reduce the visibility of construction-related activities.

The implementing agency shall reduce the visibility of construction-related activities by taking the following (or equivalent) actions:
• restricting construction activities to permitted hours in accordance with local jurisdiction regulations;
• locating materials and stationary equipment such as generators, compressors, rock crushers, cement mixers, etc. as far from sensitive receptors as possible;
• locating materials and stationary equipment in such a way as to prevent glare, light, or shadow from impacting surrounding uses and minimize blockage of scenic resources; and
• reducing the visibility of construction staging areas by fencing or screening these areas with low-contrast materials consistent with the surrounding environment. (MTP/SCS EIR Mitigation Measure AES-8)

98. Re-vegetate exposed earth surfaces.

The implementing agency shall minimize short-term visual impacts of construction by requiring project sponsors to re-vegetate slopes and exposed earth surfaces at the earliest opportunity during construction. (MTP/SCS EIR Mitigation Measure AES-11)

99. Minimize contrasts between the project and surrounding areas.

The implementing agency shall ensure that projects use natural landscaping to minimize contrasts between the projects and surrounding areas. Wherever possible, the implementing agency shall develop interchanges and transit lines at the grade of the surrounding land to limit view blockage. Project designs shall contour the edges of major cut-and-fill slopes to provide a more natural-looking finished profile. (MTP/SCS EIR Mitigation Measure AES-12)

100. Replace and renew landscaping along roadway corridors and development sites.

The implementing agency shall ensure that project sponsors replace and renew landscaping to the greatest extent possible along corridors with transportation improvements and at development sites. The implementing agency shall ensure that landscaping is planned in new corridors and developments to respect existing natural and man-made features and to
complement the dominant landscaping of surrounding areas. (MTP/SCS EIR Mitigation Measure AES-13)

101. Adhere to ARB Handbook siting guidance to the maximum extent possible.

Where sensitive land uses or TAC sources would be sited within the minimum ARB-recommended distances, a screening-level HRA, and, if warranted, a site-specific HRA shall be conducted to determine, based on site-specific and project-specific characteristics, all feasible mitigation and best practices. Identified feasible mitigations and best practices shall be implemented. The HRA protocols of the applicable local air districts shall be followed or, where a district/office does not have adopted protocols, the protocol of SMAQMD or CAPCOA shall be followed. Best practices shall be applied as recommended and applicable, to reduce the impact to a less-than-significant level where feasible. The HRA should give particular attention to the nature of the receptor, recognizing that some receptors are particularly sensitive (e.g., schools, day care centers, assisted living and senior centers, and hospitals) and may require special measures. Examples of best practices that studies have suggested to be effective include:

- install, operate, and maintain in good working order a central heating, ventilation, and air conditioning (HVAC) system or other air intake system in the building, or in each individual unit, that meets or exceeds a minimum efficiency reporting value (MERV) of 13 and includes either high efficiency particulate air (HEPA) filters or American Society of Heating, Refrigeration, and Air-Conditioning Engineers (ASHRAE) certified 85 percent or higher;
- install passive (drop-in) electrostatic filtering systems, especially those with low air velocities (i.e., 1 mile per hour [MPH]) as a part of the HVAC project HVAC system(s);
- maintain, repair, and/or replace the HVAC system on an ongoing and as needed basis or shall prepare an operation and maintenance manual for the HVAC system and the filter, for inclusion in the Covenants, Conditions and Restrictions (CC&Rs) for residential projects and a separate homeowners manual;
- orient air intakes away from TAC sources or provide shields or buffers to the maximum extent possible; maintain a vegetative barrier between new residential units consisting of tree species with year-round foliage and a porosity of 20 or 40 percent wherever feasible; and
- use tiered tree planting between roadways and sensitive receptors wherever feasible, using native, needled (coniferous) species, ensure a permanent irrigation source, and provide permanent funding to maintain and care for the trees.

Additionally, implementing agencies should contact SMAQMD and/or CAPCOA for the most current list of best practices for limiting exposure of sensitive receptors to substantial TAC concentrations consistent with the ARB Handbook. (MTP/SCS EIR Mitigation Measure AIR-1)

102. Avoid, minimize, and mitigate impacts on special-status wildlife species.

Measures that shall be implemented, where feasible and necessary to avoid site-specific impacts, to reduce the impacts to special-status wildlife species include but are not limited to:
• Projects covered by conservation plans or that are able to utilize take permits under such plans shall abide by the terms of the plan/permit. For all other projects and for non-covered species the following shall apply, dependent on the findings of the project specific biological resources assessment.

• A biological resources assessment for specific project proposed will be prepared in areas containing, or likely to contain, habitat for special-status species in areas where potentially suitable habitat would be removed or disturbed by project activities.

• Where federally or state listed species will be affected by construction activities, the project applicant will adhere to regulatory guidelines and policies that identify specific avoidance and minimization measures to insure that these actions do not result in the take of a listed species, except as authorized under a USFWS Biological Opinion or Incidental Take Permit or a CDFG Incidental Take Permit.

• If special-status species or their habitat are found and cannot be avoided during construction, the project applicant will consult with CDFW, USFWS, and/or NMFS, as appropriate depending on species status, to determine the appropriate avoidance, minimization and mitigation measures for direct and indirect impacts that could occur as a result of project construction and will implement the measures to minimize the impact. Minimization and mitigation measures may include implementation of seasonal work windows to avoid or minimize impacts to wildlife species, implementation of a workers environmental awareness training, implementation of buffer areas to minimize disturbance, biological construction monitoring, and preservation, restoration, or creation of special-status wildlife habitat, where appropriate and feasible. If habitat compensation is required, mitigation will occur at an agency approved mitigation bank or through individual mitigation locations as approved by USFWS and/or CDFW. Examples of representative minimum replacement ratios are presented below in Table 1 [Table 6.12 of the MTP/SCS EIR]. A mitigation and monitoring plan will be developed describing how unavoidable losses of special status wildlife will be compensated. The mitigation and monitoring plan will include how the site will be monitored and the duration of monitoring until the mitigation is considered to be successful.

• All mitigation areas should be preserved in perpetuity through either fee ownership or a conservation easement held by a qualified conservation organization or agency, establishment of a preserve management plan, and guaranteed long-term funding for site preservation through the establishment of a management endowment.

The implementing agency would require applicants to mitigate at the above ratios or greater depending on habitat quality, other impacts to the species, and other factors deemed important by the agencies.

The following are species specific mitigation measures typically implemented and implementation will be dependent on the findings of project-specific biological resources assessment.

<table>
<thead>
<tr>
<th>Table 1</th>
<th>Examples of Minimum Replacement Ratios and Typical Mitigation for Wildlife Habitat</th>
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<table>
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<tr>
<th>Species</th>
<th>Creation/Restoration Mitigation Component</th>
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</table>
| Vernal pool fairy shrimp and vernal pool tadpole (would mitigate for other vernal pool species) | Preservation: 2:1 (for direct or indirect impacts) in approved banks, 3:1 in non-bank.  
Creation/ Restoration: 1:1 (2:1 if based on Service evaluation of site-specific conservation values) in approved banks, 2:1 in non-bank.  
*Mitigation ratios for non-bank mitigation may be adjusted to approach those for banks based on Service evaluation. |
| Valley elderberry longhorn beetle                                      | Transplant directly affected shrubs to a USFWS approved conservation bank and purchase conservation credits depending on stem size and shrub location  
Plant seedlings and associated riparian at stem placement ratios from 1:1 to 8:1, depending on stem size and shrub location.                                               |
| California tiger salamander                                            | No net loss of habitat through restoration, preservation, or compensation.                                                                                                                                                               |
| California red-legged frog                                             | No net loss of habitat through restoration, preservation, or compensation.                                                                                                                                                               |
| Sierra Nevada yellow-legged frog                                       | No net loss of habitat through restoration, preservation, or compensation.                                                                                                                                                               |
| Giant garter snake                                                     | Preservation: All replacement habitat must include both upland and aquatic habitat at a ratio of 2:1 upland acres to aquatic acres  
Creation/Restoration: From 1:1 to 3:1 depending on nature of impact.                                                                                                                                                           |
| Burrowing owl                                                         | Varies depending on site conditions, consultation with CDFW is required.  
Create artificial burrows if necessary. Prepare a mitigation management plan and vegetation management goals in consultation with CDFW.                                           |
| Swainson’s hawk                                                       | Depending on nest location with respect to project (typically 0.5:1 to 1.5:1), or participate in County sponsored Swainson’s Hawk Mitigation Program if developed.                                                                               |

1 Mitigation ratios are based on the Programmatic Formal Endangered Species Act Consultation on Issuance of 404 Permits for Projects with Relatively Small Effects on Listed Vernal Pool Crustaceans Within the Jurisdiction of the Sacramento Field Office, California (Service file number 1-1-96-F-1) (USFWS, 1996).  
2 Conservation Guidelines for Valley Elderberry Longhorn Beetle (USFWS, 1999).  
3 Programmatic Consultation with the U.S. Army Corps of Engineers 404 Permitted Projects with Relatively Small Effects on the Giant Garter Snake within Butte, Colusa, Glenn, Fresno, Merced, Sacramento, San Joaquin, Solano, Stanislaus, Sutter and Yolo Counties, California (Service file number 1-1-F-97-149) (USFWS, 1997).  
4 Staff Report on Burrowing Owl Mitigation (CDFG, 2012).
Staff Report Regarding Mitigation for Impacts to Swainson’s Hawks (Buteo swainsoni) in the Central Valley of California (CDFG, 1994).
Source: Compiled by Ascent Environmental in 2015.

Birds

If the proposed project identifies potential for burrowing owl or identifies burrowing owl burrows to be affected by project activities, the following measures will be implemented where feasible and necessary to address site-specific impacts:

- Pre-construction surveys for burrowing owls will be conducted in areas supporting potentially suitable habitat and within 30 days prior to the start of construction activities. If ground-disturbing activities are delayed or suspended for more than 30 days after the pre-construction survey, the site will be resurveyed. The project Biologist will conduct surveys for burrowing owls in accordance with protocols established in the Staff Report on Burrowing Owl Mitigation (CDFG, 2012).
- If burrowing owls are detected, disturbance to burrows will be avoided during the nesting season (February 1 through August 31). Buffers will be established around occupied burrows in accordance with guidance provided in the Staff Report on Burrowing Owl Mitigation. Buffers around occupied burrows will be a minimum of 656 feet (200 meters) during the nesting season, and 160 feet (100 meters) during the non-breeding season.
- Outside of the nesting season (February 1 through August 31), passive owl relocation techniques will be implemented if approved by CDFW. Owls would be excluded from burrows in the immediate impact zone within a 160-foot buffer zone by installing one-way doors in burrow entrances. These doors will be in place at least 48 hours prior to excavation to insure the owls have departed.
- The work area will be monitored daily for one week to confirm owl departure from burrows prior to any ground-disturbing activities.
- Where possible, burrows will be excavated using hand tools and refilled to prevent reoccupation. Sections of flexible plastic pipe will be inserted into the tunnels during excavation to maintain an escape route for any animals inside the burrow.

Swainson’s hawk minimization measures:

If the proposed project identifies potential for Swainson’s hawk or identifies Swainson’s hawk nest(s) to be affected by project activities, the following measures will be implemented where feasible and necessary to address site-specific impacts:

- If construction activities occur between February 1 and August 31, the implementing agencies will conduct surveys for Swainson’s hawk in accordance with the Swainson’s Hawk Technical Advisory Committee 2000 guidelines (SHTAC, 2000), or current guidance. Surveys will cover a minimum of a 0.5-mile radius around the construction area. If nesting Swainson’s hawks are detected, a 0.5-mile no disturbance buffer will be established. Buffers will be maintained until a qualified Biologist has determined that the young have fledged and are no longer reliant upon the nest or parental care for survival.
• If potential nesting trees are to be removed during construction activities, removal will take place outside of Swainson’s hawk nesting season and the implementing agencies will develop a plan, in consultation with CDFW, to replace known nest trees at a ratio of 3:1. If replacement planting is implemented, monitoring will be conducted annually for five years to assess the mitigation’s effectiveness. The plan will include a performance standard for the mitigation that results in a no net loss of nesting habitat.
  o If available, the implementing agencies will participate in a Swainson’s Hawk Mitigation Program to compensate for loss of foraging habitat. If no such program exist, the implementing agencies will consult with CDFW so that affected foraging habitat is replaced at a ratio that results in a no net loss of foraging habitat.

Other raptors (e.g., white-tailed kite, northern harrier, owls), minimization measures:

In order to eliminate or reduce impacts to nesting raptor the following mitigation measures are required where feasible and necessary to address site-specific impacts:
• Conduct construction related activities near suitable raptor nesting habitat in the non-breeding season (August 16 to February 14) to the extent practicable.
• If project construction activities, including ground disturbing activities, vegetation trimming or tree removal are scheduled to occur between February 15 and August 15, a pre-construction survey will be conducted within a 500-foot radius of the site to survey for nesting raptors, including ground-nesting raptors (i.e., northern harrier). The survey(s) will occur within seven days of start of construction. If no nesting raptors are found, then no further mitigation is required. If nesting raptors are found the following measures will be implemented:
  • If nesting raptors are found, the nests and nest trees will be protected with a no construction buffer determined by the project Biologist so that “no take” occurs. The no construction buffer will remain until the young have fledged and are no longer reliant on the nest site or parental care or until the project Biologist determines that the nest is no longer in use.
  • If MBTA protected species are found nesting, the nests and nest tree/shrub/structure will be protected by a no-construction buffer as determined by the project Biologist so that “no take” occurs and/or until young have fledge and are no longer reliant on the nest site or parental care.

If nests are detected, the implementing agencies will establish buffers around nests that are sufficient to ensure that breeding is not likely to be disrupted or adversely impacted by construction. No-disturbance buffers around active nests will be a minimum of 250 feet, unless a qualified Biologist determines that smaller buffers would be sufficient to avoid impacts to nesting birds. Factors to be considered for determining buffer size will include: the presence of natural buffers provided by vegetation or topography; nest height; locations of foraging territory; and baseline levels of noise and human activity. Buffers will be maintained until a qualified Biologist has determined that young have fledged and are no longer reliant upon the nest or parental care for survival. (MTP/SCS EIR Mitigation Measure BIO-1b)

103. Avoid, minimize, and mitigate impacts to wildlife corridors or native wildlife nursery sites.
Measures that shall be implemented at a project-level, where feasible and necessary to address site-specific impacts to wildlife corridors or native wildlife nursery sites include but are not limited to:

- Projects covered by conservation plans or that are able to utilize take permits under such plans shall abide by the terms of the plan/permit. For all other projects and for non-covered species the following shall apply.
- Implementing agencies will design projects such that they avoid and minimize direct and indirect impacts to wildlife corridors and/or native wildlife nursery sites. Design considerations may include but would not be limited to the following:
  - constructing wildlife friendly overpasses, underpasses, bridges and/or culverts that are integrated with appropriate roadside fencing that maintains animals off the road and direct them towards crossing structures;
  - using wildlife friendly fences that allow larger wildlife such as deer to get over, and smaller wildlife to go under;
  - limiting wildland conversions in identified wildlife corridors or native wildlife nursery sites;
  - retaining wildlife friendly vegetation in and around developments;
  - avoid the nursery season during construction.
- For projects that cannot avoid significant impacts to wildlife movement corridors or wildlife nursery areas, implementing agencies will consult with CDFW to determine appropriate measures to minimize direct and indirect impacts that could occur as a result of the proposed project and will implement measures to mitigate impacts to wildlife corridors or native wildlife nursery sites.
- For projects that require the placement of stream culverts in a fish spawning stream, the implementing agencies will follow the USACE, NMFS, USFWS and CDFW permit conditions and design requirements to allow fish passage through the culverts.
- For projects in or adjacent to riparian corridors, project design will maximize distance of lighting from riparian corridors and direct light sources away from the riparian corridor. Night lighting of trails along riparian corridors should be avoided. (MTP/SCS EIR Mitigation Measure BIO-2)

104. Avoid, minimize, and mitigate for impacts on protected trees and other biological resources protected by local ordinances.

Measures that shall be implemented, where feasible and necessary to address site-specific impacts, to ensure that the proposed project is consistent with local ordinances protecting trees and other biological resources include but are not limited to:

- Projects covered by conservation plans or that are able to utilize take permits under such plans shall abide by the terms of the plan/permit. For all other projects and for non-covered species the following shall apply.
- A biological resources assessment for specific projects proposed will be prepared in areas containing, or likely to contain, protected trees or other locally protected biological resources (e.g., streams, wetlands, and sensitive natural communities).
• Implementing agencies should design projects such that they avoid and minimize direct and indirect impacts to protected trees and other locally protected resources where feasible, as defined in Section 15364 of the CEQA Guidelines.

• At a minimum, qualifying protected trees (or other resources) will be replaced at ratios included in the local general plan, local policies, city or county codes in locally approved mitigation sites.

• As part of project-level environmental review, implementing agencies will ensure that projects comply with the most recent general plans, policies, and ordinances, and conservation plans. Review of these documents and compliance with their requirements will be demonstrated in project-level environmental documentation.

Review of these documents and compliance with their requirements should be demonstrated in project-level environmental documentation. *(MTP/SCS EIR Mitigation Measure BIO-3)*

105. Reduce soil erosion and loss of topsoil through erosion control mitigation and SWPPP.

The implementing agency shall require the development and implementation of detailed erosion control measures, consistent with the CBC and UBC regulations and guidelines and/or local NPDES, to address erosion control specific to the project site; revegetate sites to minimize soil loss and prevent significant soil erosion; avoid construction on unstable slopes and other areas subject to soil erosion where possible; require management techniques that minimize soil loss and erosion; manage grading to maximize the capture and retention of water runoff through ditches, trenches, siltation ponds, or similar measures; and minimize erosion through adopted protocols and standards in the industry. The implementing agency should also require land use and transportation projects to comply with locally adopted grading, erosion, and/or sediment control ordinances beginning when any preconstruction or construction-related grading or soil storage first occurs, until all final improvements are completed.

If a local grading, erosion, and/or sediment control ordinance or other applicable plans or regulations do not exist, the jurisdiction should adopt ordinances substantially addressing the foregoing features and apply those ordinances to new development projects. *(MTP/SCS EIR Mitigation Measure GEO-1)*

106. Require new development to provide necessary infrastructure to charge electric vehicles.

To address this impact, where feasible and necessary to address site-specific impacts, the lead agency shall (1.) require all new single-family residential developments to install conduit necessary for the installation of charging infrastructure for electric vehicles for the use and charging of electric vehicles at the place of residence; and, (2.) require all new multi-family residential developments to install both necessary conduit and charging equipment for electric vehicles. All charging infrastructure and equipment shall be sufficient to meet or exceed electric vehicle supply equipment (EVSE) installation requirements of CALGreen Tier 1. *(MTP/SCS EIR Mitigation Measure ENE-1)*

107. Require new development to comply with local GHG reduction plans that contain measures identified in the Scoping Plan.
The implementing agency should require development and transportation projects to comply with locally-adopted GHG reduction plans that, at a minimum, specifically address measures in the Scoping Plan aimed at reducing GHG emissions. Local plans should include local targets to help the state achieve the AB 32 goal of reducing 5 MMtCO₂e from cities and counties, which also will result in reduced reliance on oil and natural gas from residential, commercial, industrial, and public land uses, as well as transportation.

If a local GHG reduction plan does not exist, the jurisdiction should adopt a plan with the foregoing features and apply such plan to new development projects. (MTP/SCS EIR Mitigation Measure ENE-2)

108. Manage stormwater runoff and other surface drainage.

Measures that shall be implemented at a project-level, where feasible and necessary to address site-specific impacts, to reduce the impacts to hydrological resources, include but are not limited to:

- The implementing agency should require projects to direct stormwater run-off and other surface drainage into an adequate on-site system or into a municipal system with capacity to accept the project drainage. This should be demonstrated by requiring consistency with local stormwater drainage master plans or a project-specific drainage analysis satisfactory to the jurisdiction’s engineer of record.

The implementing agency should develop and implement best management practices (BMPs) for control of stormwater associated with rural residential development not otherwise subject to other runoff and water quality control requirements. (MTP/SCS EIR Mitigation Measure HYD-1)

109. Use best management practices to treat water quality.

The implementing agency should require the use of BMPs or equivalent measures to treat water quality on-site, prior to leaving the project site, and/or at the municipal system as necessary to achieve local or other applicable standards. This should be demonstrated by requiring consistency with local standards and practices for water quality control and management of erosion and sedimentation, and/or other applicable standards, including the CBC and UBC regulations and guidelines and/or local NPDES. Implementation of Mitigation Measure GEO-1 will also help mitigate this impact. (MTP/SCS EIR Mitigation Measure HYD-2)

110. Implement Mitigation Measure GEO-1 (Reduce soil erosion and loss of topsoil through erosion control mitigation and SWPPP). (MTP/SCS EIR Mitigation Measure HYD-3)

111. Employ measures to reduce noise from new land uses and transportation projects.

For projects that have not undergone previous noise study and that exceed acceptable noise thresholds, the implementing agency should conduct a project-level evaluation of noise impacts in accordance with applicable federal, state, and local noise standards. Where significant impacts are identified, applicable mitigation measures shall be implemented, to reduce noise to be in compliance with applicable noise standards. Measurements that shall be
implemented, where feasible and necessary to address site-specific impacts, include but are not limited to:

- constructing barriers in the form of sound walls, buildings, or earth berms to attenuate noise at adjacent residences;
- using land use planning measures, such as zoning, restrictions on development, site design, and buffers to ensure that future development is compatible with adjacent transportation facilities and land uses;
- constructing roadways so that they are depressed below-grade of the existing sensitive land uses to create an effective barrier between new roadway lanes, roadways, rail lines, transit centers, park-n-ride lots, and other new noise generating facilities;
- maximizing the distance between noise-sensitive land uses and new noise-generating facilities and transportation systems;
- improving the acoustical insulation of dwelling units where setbacks and sound barriers do not sufficiently reduce noise; and
- using rubberized asphalt or “quiet pavement” to reduce road noise for new roadway segments, roadways in which widening or other modifications require re-pavement, or normal reconstruction of roadways where re-pavement is planned. (MTP/SCS EIR Mitigation Measure NOI-1)

112. Reduce noise, vibrations, and groundborne noise generated by construction activities.

Measures that shall be implemented to reduce noise, vibration, and groundborne noise generated by construction activities, where feasible and necessary to address site-specific considerations, include but are not limited to:

- restrict construction activities to permitted hours in accordance with local jurisdiction regulations;
- properly maintain construction equipment and outfit construction equipment with the best available noise suppression devices (e.g., mufflers, silencers, wraps);
- prohibit idling of construction equipment for extended periods of time in the vicinity of sensitive receptors;
- locate stationary equipment such as generators, compressors, rock crushers, and cement mixers as far from sensitive receptors as possible; and
- predrill pile holes to the maximum feasible depth, provided that pile driving is necessary for construction. (MTP/SCS EIR Mitigation Measure NOI-3)

113. Ensure adequate public services and utilities will be available to satisfy applicable service levels.

The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter. (MTP/SCS EIR Mitigation Measure PS-1)

114. Apply best practice strategies to reduce the localized impact from construction activities on the transportation system.
Implementing agencies shall require implementation of best practice strategies regarding construction activities on the transportation system impacts and apply recommended applicable mitigation measures as defined by state and federal agencies. Examples of mitigation measures should include, but are not limited to, the following:

- Apply special construction techniques to minimize impacts to traffic flow and provide adequate access to important destinations in the area.
- Develop circulation and detour plans to minimize impacts to local street impacts from construction activity on nearby major arterials. This may include the use of signing and flagging to guide vehicles through and/or around the construction zone.
- Establish truck “usage” routes that minimize truck traffic on local roadways to the extent possible.
- Schedule truck trips outside of peak morning and evening commute hours.
- Route truck trips to avoid roadway segments with at risk or failed pavement conditions.
- Limit the number of lane closures during peak hours to the extent possible.
- Identify detours for bicycles and pedestrians in all areas potentially affected by project construction and provide adequate signage to mark these routes.
- Install traffic control devices as specified in the California Department of Transportation Manual of Traffic Controls for Construction and Maintenance Work Zones.
- Develop and implement access plans for potentially impacted local services such as police and fire stations, transit stations, hospitals, schools and parks. The access plans should be developed with the facility owner or administrator. To minimize disruption of emergency vehicle access, affected jurisdictions should be asked to identify detours for emergency vehicles, which will then be posted by the contractor.
- Store construction materials only in designated areas that minimize impacts to nearby roadways.
- Coordinate with local transit agencies for temporary relocation of routes or bus stops in works zones, as necessary.
- Conduct a public information campaign about how to use transit and other methods to reduce single-occupant vehicle use. (MTP/SCS EIR Mitigation Measure TRN-2)

115. Ensure adequate public services and utilities will be available to satisfy applicable service levels.

The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter. (MTP/SCS EIR Mitigation Measure PS-1)

116. Perform project-level CEQA environmental review for new wastewater treatment plants, landfills, and similar large utility facilities.

The implementing agency shall undertake project-level review, where feasible and as necessary to address site-specific impacts, in order to provide CEQA clearance for new wastewater treatment plants, landfills, and similar large utility facilities. (MTP/SCS EIR Mitigation Measure USS-3)
117. Implement Mitigation Measure PS-1. (MTP/SCS EIR Mitigation Measure USS-2)

Applicable Yolo HCP/NCCP AMMs

118. Establish Buffers.

Project proponents will design projects to avoid and minimize direct and indirect effects of permanent development on the sensitive natural communities specified in Table 4-1 [of the HCP/NCCP] (herein referred to as sensitive natural communities) and covered species habitat specified in Table 4-1 by providing buffers, as stipulated in the relevant sensitive natural community AMMs (Section 4.3.3 [of the HCP/NCCP]) and covered species AMMs (Section 4.3.4 [of the HCP/NCCP]). On lands owned by the project proponent, the project proponent will establish a conservation easement, consistent with Section 6.4.1.3, Land Protection Mechanisms [of the HCP/NCCP], to protect the buffer permanently if that land is being offered in lieu of development fees, as described in Section 4.2.2.6, Item 6: HCP/NCCP Fees or Equivalent Mitigation [of the HCP/NCCP].

The project proponent will design buffer zones adjacent to permanent residential development projects to control access by humans and pets (AMM2, Design Developments to Minimize Indirect Effects at Urban-Habitat Interfaces).

Where existing development is already within the stipulated buffer distance (i.e., existing uses prevent establishment of the full buffer), the development will not encroach farther into the space between the development and the sensitive natural community.

This AMM does not apply to seasonal construction buffers for covered species, which are detailed for each species in Section 4.3.4, Covered Species.

A lesser buffer than is stipulated in the AMMs may be approved by the Conservancy, USFWS, and CDFW if they determine that the sensitive natural community or covered species is avoided to an extent that is consistent with the project purpose (e.g., if the purpose of the project is to provide a stream crossing or replace a bridge, the project may encroach into the buffer and the natural community or species habitat to the extent that is necessary to fulfill the project purpose). (Yolo HCP/NCCP AMM1)

119. Control Fugitive Dust.

Workers will minimize the spread of dust from work sites to natural communities or covered species habitats on adjacent lands. (Yolo HCP/NCCP AMM5)

120. Conduct Worker Training.

All construction personnel will participate in a worker environmental training program approved/authorized by the Conservancy and administered by the project proponent. The training will provide education regarding sensitive natural communities and covered species
and their habitats, the need to avoid adverse effects, state and federal protection, and the legal implications of violating the FESA and NCCPA Permits. The training may be accomplished through the distribution of informational materials with descriptions of sensitive biological resources, photographs of covered species, and regulatory protections to construction personnel prior to initiation of construction work. (Yolo HCP/NCCP AMM6)

121. Control Night-Time Lighting of Project Construction Sites.

Workers will direct all lights for night-time lighting of project construction sites into the project construction area and minimize the lighting of natural habitat areas adjacent to the project construction area. (Yolo HCP/NCCP AMM7)

122. Minimize Take and Adverse Effects on Habitat of Swainson’s Hawk and White-Tailed Kite,

The project proponent will retain a qualified biologist to conduct planning-level surveys and identify any nesting habitat present within 1,320 feet of the project footprint. Adjacent parcels under different land ownership will be surveyed only if access is granted or if the parcels are visible from authorized areas. If a construction project cannot avoid potential nest trees (as determined by the qualified biologist) by 1,320 feet, the project proponent will retain a qualified biologist to conduct preconstruction surveys for active nests consistent, with guidelines provided by the Swainson’s Hawk Technical Advisory Committee (2000) within 15 days prior to the beginning of the construction activity. The results of the survey will be submitted to the Conservancy and CDFW. If active nests are found during preconstruction surveys, a 1,320-foot initial temporary nest disturbance buffer shall be established. If project related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season, then the qualified biologist will monitor the nest and will, along with the project proponent, consult with CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals. Work may be allowed only to proceed within the temporary nest disturbance buffer if Swainson’s hawk or white-tailed kite are not exhibiting agitated behavior, such as defensive flights at intruders, getting up from a brooding position, or flying off the nest, and only with the agreement of CDFW and USFWS. The designated onsite biologist/monitor shall be on-site daily while construction-related activities are taking place within the 1,320-foot buffer and shall have the authority to stop work if raptors are exhibiting agitated behavior. Up to 20 Swainson’s hawk nest trees (documented nesting within the last 5 years) may be removed during the permit term, but they must be removed when not occupied by Swainson’s hawks. For covered operations and maintenance activities that involve pruning or removal of a potential Swainson’s hawk nest tree, the project proponent will conduct preconstruction surveys that are consistent with the guidelines provided by the Swainson’s Hawk Technical Advisory Committee (2000). If active nests are found during preconstruction surveys, no tree pruning or removal of the nest tree will occur during the period between March 1 and August 30 within 1,320 feet of an active nest, unless a qualified biologist determines that the young have fledged and the nest is no longer active. (Yolo HCP/NCCP AMM15)
ATTACHMENT #2

RESOLUTION NO. ______

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DAVIS FINDING THE
DAVIS LIVE PROJECT EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL
QUALITY ACT (CEQA) PURSUANT TO PUBLIC RESOURCES CODE SECTIONS
21094.5 AND 21155.1 AND CEQA GUIDELINES SECTION 15183.3

WHEREAS, Oxford LLC proposes to build a 71-unit student-oriented housing project at
an infill site located at 525 Oxford Circle ("Project"); and

WHEREAS, the Project requires the approval of a General Plan Amendment, Rezone of
the Project site from Residential, High Density to Planned Development, Final Planned
Development, a Development Agreement, and Site Plan and Architectural Review; and

WHEREAS, the City has determined and the Sacramento Area Council of Governments
has confirmed that the Project is consistent with SACOG’s Metropolitan Transportation
Plan/Sustainable Communities Strategy for 2036; and

WHEREAS, the California Environmental Quality Act (Pub. Resources Code, § 21000 et
seq., (“CEQA”)) exempts from further environmental review infill projects whose potentially
significant effects were analyzed in a prior environmental impact report prepared for a planning
level decision (“planning level EIR”), provided: 1) the project satisfies the criteria set forth in
Appendix M to the CEQA guidelines (“Appendix M criteria”); and 2) any effects that were
either not studied, or are more significant than those studied in the planning level EIR are
substantially mitigated by uniformly applicable development policies (Pub. Resources Code, §
21094.5(a); CEQA Guidelines, § 15183.3(c).); and

WHEREAS, Attachment 6 (Davis Live Project Appendix N Infill Environmental
Checklist) to the July 25, 2018 Planning Commission Staff Report for the Project (the “Planning
Commission Staff Report”) demonstrates that the Project satisfies all of the Appendix M criteria;
and

WHEREAS, as set forth in Attachment 6 to the Planning Commission Staff Report and
Attachment A to this Resolution, all of the significant and potentially significant effects of the
Project were either analyzed in the Environmental Impact Report prepared for the City of Davis
General Plan (SCH#1999072014) or are substantially mitigated by uniformly applicable
development policies in the City of Davis General Plan, the Sacramento Area Council of
Governments’ EIR for the 2016 Metropolitan Transportation Plan/Sustainable Communities
Strategy (SCH#2014062060),the City of Davis Municipal Code, or statewide regulations; and

WHEREAS, CEQA also exempts from further environmental review transit priority
projects satisfying the criteria set forth in Public Resources Code section 21155.1 including
showing that: 1) utilities and service systems are available to serve the project; 2) the project site
does not include wetlands or riparian areas; 3) the subject site is not included on any list of
facilities and sites compiled to have hazards and hazardous materials; 4) the existence of any
release of a hazardous substance on the site and potential for exposure of future occupants to
significant health hazards has been analyzed and mitigated; 5) the subject site does not have a
significant effect on historical resources; 6) the subject site is not subject to wildland fire hazard,
unusual high risk of fire or explosion, risk of public health exposure, seismic risk, or landslide hazard; 7) the subject site is not located on developed open space; and 8) the subject site is 15 percent more energy efficient than required by Chapter 6 of Title 24 of California Code of Regulations and 25 percent more water efficient than other households in the region; and

WHEREAS, Attachment 7 to the Planning Commission Staff Report (Public Resources Code Section 21155.1 Transit Priority Project Statutory Exemption Consistency Analysis for the Davis Live Project) demonstrates that the project satisfies all of the criteria set forth in Public Resources Code section 21155.1, and therefore qualifies as a Transit Priority Project exempt from further environmental review.;

NOW, THEREFORE, BE IT RESOLVED, that the City of Davis City Council does hereby make the following findings:

1. All applicable General Plan policies, MTP/SCS Mitigation Measures, and other uniformly applicable development policies set forth in Attachment 7 to the Planning Commission Staff Report are adopted as part of this Project approval.

2. The uniformly applicable development policies set forth in Attachment 7 to the Planning Commission Staff Report and Attachment A to this Resolution substantially mitigate the significant effects of the Project and the uniformly applicable development policies are adopted as part of the Project approval.

3. The entire record before the Council, including the information and analysis included in Attachment 6 to the Planning Commission Staff Report demonstrates that the Project satisfies all of the infill project criteria set forth in Public Resources Code section 21094.5; CEQA Guidelines section 15183.3; and CEQA Guidelines Appendix M. Therefore, the Council finds the Project is exempt from further environmental review pursuant to Public Resources Code section 21094.5 and CEQA Guidelines section 15183.3.

4. The entire record before the Council, including the information and analysis included in Attachment 7 to the Planning Commission Staff Report, demonstrates that the Project is a transit priority project as defined by Public Resources Code section 21155(b), and meets all of the requirements set forth in subdivisions (a) and (b), and subparagraph (1) of subdivision (c) of Public Resources Code section 21155.1 and therefore, the Project constitutes a sustainable communities project that is exempt from further environmental review pursuant to Public Resources Code section 21155.1.

AYES:
NOES:
ABSENT:

___________________________________
Brett Lee, Mayor

ATTEST:

________________________________________
Zoe S. Mirabile, CMC
City Clerk
Attachment A

Findings

Public Resources Code section 21094.5 exempts from further environmental review projects whose potential environmental effects were either analyzed in a prior environmental impact report (EIR) for a planning level decision, or are mitigated by uniformly applicable development policies or standards. Planning level decisions are enactments or amendment of general plans or any general plan elements, community plan, specific plan, or zoning code. (CEQA Guidelines, § 15183.3 (f).) In this case, the City of Davis General Plan EIR constitutes the EIR for the planning level decision. Uniformly applicable development policies or standards are “policies or standards adopted or enacted by a city or county, or by a lead agency, that reduce one or more adverse environmental effects”. Examples of uniformly applicable development policies or standards include, but are not limited to:

(A) Regulations governing construction activities, including noise regulations, dust control, provisions for discovery of archeological and paleontological resources, stormwater runoff treatment and containment, protection against the release of hazardous materials, recycling of construction and demolition waste, temporary street closure, and traffic rerouting, and similar regulations.

(B) Requirements in locally adopted building, grading and stormwater codes.

(C) Design guidelines.

(D) Requirements for protecting residents from sources of air pollution including high volume roadways and stationary sources.

(E) Impact fee programs to provide public improvements, police, fire, parks and other open space, libraries and other public services and infrastructure, including transit, bicycle and pedestrian infrastructure and traffic calming devices.

(F) Traffic impact fees.

(G) Requirements for reducing greenhouse gas emissions, as set forth in adopted land use plans, policies, or regulations.

(H) Ordinances addressing protection of urban trees and historic resources.

(CEQA Guidelines, 15183.3(f)(7).)

The uniformly applicable development policies or standards for this analysis are the MTP/SCS, City of Davis Municipal Code, City of Davis Multi-Hazard Functional Planning Guide, City of Davis Organics Program, Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP), Senate Bill 50, Government Code section 65995, Health and Safety Code sections 7050-7052 and 8010-8011, Public Resources Code section 5097.98, Native American Graves Protection and Repatriation Act (NAGPRA) of 1990, California Air Resources Board (ARB) 2016 In-Use Off-Road Diesel Vehicle Regulation, California Green Building Standards Code Tier 1, Yolo-Solano Air Quality Management District (YSAQMD) rules and regulations.
(including but not limited to Regulation IX, Rule 3-13, and Rule 3-25), and other applicable state laws and regulations set forth below.

The Davis Live Project is exempt from further environmental review pursuant to Public Resources Code section 21094.5 and CEQA Guidelines section 15183.3. All of the project’s potentially significant environmental effects fall into one of four categories:

I. No Impact

II. Analyzed in the General Plan EIR and not more significant than analyzed in the General Plan EIR.

III. More significant than analyzed in the General Plan EIR, but substantially mitigated by uniformly applicable development policies or standards.

IV. Not analyzed in the General Plan EIR, but substantially mitigated by uniformly applicable development policies or standards.

The project’s potentially significant environmental effects under each of these categories are listed below.

I. No Impact

A. Aesthetics

- Have a substantial adverse effect on a scenic vista. (I.a.)

- Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a State scenic highway. (I.b.)

B. Agriculture and Forest Resources

- Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping Program of the California Resources Agency, to non-agricultural use. (II.a.)

- Conflict with existing zoning for agricultural use, or a Williamson Act contract. (II.b.)

- Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g)). (II.c.)

- Result in the loss of forest land or conversion of forest land to non-forest use. (II.d.)

- Involve other changes in the existing environment which, due to their location or nature, could individually or cumulatively result in loss of Farmland to non-agricultural use. (II.e.)

C. Cultural Resources

- Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5. (V.a.)
D. Geology and Soils

- Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. (VI.e.)

E. GHG Emissions

- Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment. (VII.a.)
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases. (VII.b.)

F. Hazards and Hazardous Materials

- Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment. (VIII.b.)
- Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. (VIII.c.)
- Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, create a significant hazard to the public or the environment. (VIII.d.)
- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, if the project would result in a safety hazard for people residing or working in the project area. (VIII.e.)
- For a project within the vicinity of a private airstrip, if the project would result in a safety hazard for people residing or working in the project area. (VIII.f.)
-Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands. (VIII.h.)

G. Hydrology and Water Quality

- Inundation by seiche, tsunami, or mudflow. (IX.j.)

H. Land Use Planning

- Physically divide an established community. (X.a)

I. Mineral Resources

- Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. (XI.a.)
- Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan. (XI.b.)
J. Noise

- For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would it expose people residing or working in the project area to excessive noise levels. (XII.e.)

- For a project within the vicinity of a private airstrip, would it expose people residing or working in the project area to excessive noise levels. (XII.f.)

K. Population and Housing

- Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere. (XIII.b.)

- Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere. (XIII.c.)

II. Impacts analyzed in the General Plan EIR.

A. Aesthetics

- Substantially degrade the existing visual character or quality of the site and its surroundings. (I.c.)

- Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. (I.d.)

B. Air Quality

- Conflict with or obstruct implementation of the applicable air quality plan. (III.a.)

- Violate any air quality standard or contribute substantially to an existing or projected air quality violation. (III.b.)

Although there are no project specific effects or more significant effects than studied in the General Plan EIR, the proposed project adopts the relevant YSAQMD uniformly applicable development policies and standards set forth in Condition of Approval 55.

- Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors). (III.c.)

C. Biological Resources

- Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. (IV.a.)
• Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service. (IV.b.)

• Have a substantial adverse effect on federally protected wetlands as defined by section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. (IV.c.)

• Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. (IV.e.)

D. Cultural Resources

• Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to Section 15064.5 (V.b.)

• Directly or indirectly destroy a unique paleontological resource on site or unique geologic features. (V.c.)

E. Geology and Soils

• Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
  
  o Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area based on other substantial evidence of a known fault. (VI.a.i.)
  
  o Strong seismic ground shaking. (VI.a.ii.)

• Result in substantial soil erosion or the loss of topsoil. (VI.b.)

• Be located on expansive soil, as defined in Table 18-1B of the Uniform Building Code. (VI.d.)

F. Hazards and Hazardous Materials

• Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. (VIII.a.)

G. Hydrology and Water Quality

• Violate any water quality standards or waste discharge requirements. (IX.a.)

• Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted). (IX.b.)
• Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site. (IX.c.)

• Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. (IX.d.)

• Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. (IX.e.)

• Otherwise substantially degrade water quality. (IX.f.)

• Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map. (IX.g.)

• Place within a 100-year floodplain structures which would impede or redirect flood flows. (IX.h.)

• Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam. (IX.i)

H. Land Use Planning

• Conflict with any applicable land use plans, policies, or regulations of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating on environmental effect. (X.b.)

I. Noise

• Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. (XII.a.)

• A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project. (XII.c.)

• A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project. (XII.d.)

J. Population and Housing

• Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (e.g., through projects in an undeveloped area or extension of major infrastructure). (XIII.a.)

K. Public Services

• Fire protection. (XIV.a.)
• Police protection. (XIV.b.)
• Schools. (XIV.c.)
• Parks. (XIV.d.)
• Other Public Facilities. (XIV.e.)

L. Recreation
• If the project would increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. (XV.a.)
• If the project includes recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. (XV.b.)

M. Transportation/Traffic
• Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit. (XVI.a.)
• Conflict with an applicable congestion management program, including, but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways. (XVI.b.)
• Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks. (XVI.c.)
• Conflict with adopted policies, plans, or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities. (XVI.f.)

N. Utilities and Service Systems
• Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. (XVII.c.)

O. Mandatory Findings of Significance
• If the project would have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or
animal or eliminate important examples of the major periods of California history or prehistory. (XVIII.a.)

- If the project would have impacts that are individually limited, but cumulatively considerable. ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and probable future projects). (XVIII.b.)

- If the project would have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. (XVIII.c.)

### III. Project impacts are more significant than analyzed in the General Plan EIR, but the effect is substantially mitigated by a uniformly applicable development policy or standard.

#### A. Air Quality

- Expose sensitive receptors to substantial pollutant concentrations. (III.d.)

For the reasons set forth on pages 29-35 of Attachment 6, compliance with the following uniformly applicable standards substantially mitigates the significant effect of the project:

MTP/SCS Mitigation Measure AIR-1: Adhere to ARB Handbook siting guidance to the maximum extent possible.

#### B. Utilities and Service Systems

- Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board. (XVII.a.)

For the reasons set forth on pages 125-128 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- MTP/SCS Mitigation Measure USS-2: Implement Mitigation Measure PS-1.
- MTP/SCS Mitigation Measure PS-1: Ensure adequate public services and utilities will be available to satisfy applicable service levels.
  - The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter.

- Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. (XVII.b.)

For the reasons set forth on pages 125-128 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:
MTP/SCS Mitigation Measure USS-2: Implement Mitigation Measure PS-1.

MTP/SCS Mitigation Measure PS-1: Ensure adequate public services and utilities will be available to satisfy applicable service levels.

- The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter.

- Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed. (XVII.d.)

For the reasons set forth on pages 125-128 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- MTP/SCS Mitigation Measure USS-2: Implement Mitigation Measure PS-1.

- MTP/SCS Mitigation Measure PS-1: Ensure adequate public services and utilities will be available to satisfy applicable service levels.

- The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter.

- Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project’s projected demand in addition to the provider’s existing commitments. (XVII.e.)

For the reasons set forth on pages 125-128 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- MTP/SCS Mitigation Measure USS-2: Implement Mitigation Measure PS-1.

- MTP/SCS Mitigation Measure PS-1: Ensure adequate public services and utilities will be available to satisfy applicable service levels.

- The implementing agency shall ensure that public services and utilities will be available to meet or satisfy applicable service levels. This shall be documented in the form of a capacity analysis or provider will-serve letter.

IV. Impacts not analyzed in the General Plan but substantially mitigated by uniformly applicable development standards.

A. Air Quality

- Create objectionable odors affecting a substantial number of people? (III.e.)

For the reasons set forth on pages 35-36 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:
MTP/SCS Mitigation Measure AIR-1: Adhere to ARB Handbook siting guidance to the maximum extent possible.

Chapter 24 of the City of Davis Municipal Code.

California Air Resources Board 2016 In-Use Off-Road Diesel Vehicle Regulation.

YSAQMD rules and regulations (including but not limited to Regulation IX, Rule 3-13, and Rule 3-25).

B. Biological Resources

- Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites. (IV.d.)

For the reasons set forth on pages 42-43 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- MTP/SCS Mitigation Measure BIO-2: Avoid, minimize, and mitigate impacts to wildlife corridors or native wildlife nursery sites.

- Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, or other approved local, regional, or state habitat conservation plan. (IV.f.)

For the reasons set forth on page 44 of Attachment 6, the following uniformly applicable Yolo HCP/NCCP area project uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- Yolo HCP/NCCP Avoidance and Minimization Measure AMM1: Establish Buffers.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM5: Control Fugitive Dust.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM6: Conduct Worker Training.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM7: Control Night-Time Lighting of Project Construction Sites.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM15: Minimize Take and Adverse Effects on Habitat of Swainson’s Hawk and White-Tailed Kite.

C. Cultural Resources

- Disturb any human remains, including those interred outside of formal cemeteries. (V.d.)
For the reasons set forth on page 57 of Attachment 6, the following uniformly applicable development standards would substantially mitigate the significant effect of the project:

- Native American Graves Protection and Repatriation Act (NAGPRA) of 1990.

D. Geology and Soils

- Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:
  - Seismic-related ground failure, including liquefaction. (VI.a.iii.)
  - Landslides. (VI.a.iv.)

For the reasons set forth on pages 63-64 of Attachment 6, the following uniformly applicable development standards substantially mitigate the significant effect of the project.

- MTP/SCS Mitigation Measure GEO-1: Reduce soil erosion and loss of topsoil through erosion control mitigation and SWPPP.
- General Plan Standard HAZ 2.1a: A soils report shall be required for development sites.

- Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. (VI.c.)

For the reasons set forth on pages 63-64 of Attachment 6, the following uniformly applicable development standards substantially mitigate the significant effect of the project.

- MTP/SCS Mitigation Measure GEO-1: Reduce soil erosion and loss of topsoil through erosion control mitigation and SWPPP.
- General Plan Standard HAZ 2.1a: A soils report shall be required for development sites.

E. Hazards and Hazardous Materials

- Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. (VIII.g.)

For the reasons set forth on pages 75-76 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:
F. Land Use Planning

- Conflict with any applicable habitat conservation plan or natural communities conservation plan. (X.c.)

For the reasons set forth on pages 91-92 of Attachment 6, the following uniformly applicable Yolo HCP/NCCP area project mitigation measures substantially mitigate the significant effect of the project:

- Yolo HCP/NCCP Avoidance and Minimization Measure AMM1: Establish Buffers.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM5: Control Fugitive Dust.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM6: Conduct Worker Training.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM7: Control Night-Time Lighting of Project Construction Sites.
- Yolo HCP/NCCP Avoidance and Minimization Measure AMM15: Minimize Take and Adverse Effects on Habitat of Swainson’s Hawk and White-Tailed Kite.

G. Noise

- Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels. (XII.b.)

For the reasons set forth on page 99 of Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

- MTP/SCS Mitigation Measure NOI-3: Reduce noise, vibration, and groundborne noise generated by construction activities.
- Davis Municipal Code, Article 24.02.040.

H. Transportation/Traffic

- Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible use (e.g., farm equipment). (XVI.d.)

For the reasons set forth on pages 120-121 of Attachment 6, the following uniformly applicable development policy and standard substantially mitigate the significant effect of the project:
MTP/SCS Mitigation Measure TRN-2: Apply best practice strategies to reduce the localized impact from construction activities on the transportation system.

- Result in inadequate emergency access. (XVI.e.)

For the reasons set forth on pages 120-121 of the Infill Exemption Materials, the following uniformly applicable development policy and standard substantially mitigates the significant effect of the project:

MTP/SCS Mitigation Measure TRN-2: Apply best practice strategies to reduce the localized impact from construction activities on the transportation system.

I. Utilities and Service Systems

- Be served by a landfill with sufficient permitted capacity to accommodate the project’s solid waste disposal needs. (XVII.f.)

For the reasons set forth on pages 129-130 Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

MTP/SCS Mitigation Measure USS-3: Perform project-level CEQA environmental review for new wastewater treatment plants, landfills, and similar large utility facilities.

California Green Building Standards Code Tier 1: Applicable projects must divert at least 65 percent of all construction and demolition debris through recycling, reuse and/or waste reduction.

City of Davis organics program: Collect yard waste, food scraps, and food soiled paper for composting.

- Comply with federal, state, and local statutes and regulations related to solid waste. (XVII.g.)

For the reasons set forth on pages 129-130 Attachment 6, the following uniformly applicable development policies and standards substantially mitigate the significant effect of the project:

MTP/SCS Mitigation Measure USS-3: Perform project-level CEQA environmental review for new wastewater treatment plants, landfills, and similar large utility facilities.

California Green Building Standards Code Tier 1: Applicable projects must divert at least 65 percent of all construction and demolition debris through recycling, reuse and/or waste reduction.

City of Davis organics program: Collect yard waste, food scraps, and food soiled paper for composting.
RESOLUTION OF INTENT TO AMEND THE CITY OF DAVIS GENERAL PLAN LAND USE ELEMENT REGARDING ALLOWABLE USES AND DENSITIES; AND TO AMEND THE CITY OF DAVIS GENERAL PLAN LAND USE MAP TO REDESIGNATE THE PARCEL LOCATED AT 525 OXFORD CIRCLE (APN #034-252-12), FROM EXISTING RESIDENTIAL HIGH DENSITY TO THE NEW RESIDENTIAL VERY HIGH DENSITY CATEGORY

WHEREAS, the Davis General Plan contains several goals and policies expressing a desire to encourage infill development and discourage urban sprawl; and

WHEREAS, amending the General Plan Section, Residential "Allowable Uses and Densities" to provide a higher density land use designation and increasing the range of allowable densities in the land use element will provide the City with an additional tool to encourage higher density residential infill development in locations deemed suitable; and

WHEREAS, a General Plan Amendment shall be required on any existing parcel for a density change to the new "Residential Very High Density" category; and

WHEREAS, the General Plan Amendment is appropriate in that it is compatible and consistent with existing infill development policies in the General Plan; and

WHEREAS, the General Plan Amendment will not adversely impact the general welfare; and

WHEREAS, the Planning Commission held a duly noticed public hearing on May 23, 2018, to receive comments and consider amendments to the General Plan and voted to not recommend adoption of the amendment based on the fact that they did not concur the project was Statutorily Exempt from CEQA pursuant to PRC Section 21155.1; and

WHEREAS, the Planning Commission voted on June 13, 2018 to reconsider its May 23, 2018 action and held a duly noticed public hearing on July 25, 2018, to receive comments and consider amendments to the General Plan; and

WHEREAS, the Planning Commission on July 25, 2018, based on oral testimony and documentary evidence reviewed during the public hearing, determined that the project is an infill project that qualifies for a Statutory Exemption from CEQA pursuant to PRC Section 21094.5 and that the project is a transit priority project that qualifies for a Statutory Exemption from CEQA pursuant to PRC Section 21155.1; and

WHEREAS, on July 25, 2018, the Planning Commission voted to recommend City Council adoption of the amendment; and
WHEREAS, the City Council held a duly noticed public hearing on August __, 2018, and based on oral testimony and documentary evidence reviewed during the public hearing, determined that the project is an infill project that qualifies for a Statutory Exemption from CEQA pursuant to PRC Section 21094.5 and also that the project is a sustainable communities project and qualifies for a Statutory Exemption from CEQA pursuant to PRC Section 21155.1; and

WHEREAS, the parcel described above consisting of 1.045 acres is designated "Residential Medium Density"; and

WHEREAS, the proposed General Plan amendment would allow for very high density residential uses; and

WHEREAS, amending the General Plan land use designation of the parcel designated "Residential Medium Density" to the new "Residential Very High Density" range of 50.00-70.00 units per gross acre enables a development that reflects General Plan policies promoting a broad range of housing types, configurations and densities; is consistent with smart-growth principles to bring a mix of uses near each other to create active, vital neighborhoods; provides affordable housing close to UC Davis; reduces the number of vehicle miles travelled (VMT), also reducing the emission of greenhouse gases and other pollutants; promotes infill development and densification rather than suburban sprawl along the periphery of the City, and is consistent with the smart-growth principles promoted in the Sacramento Area Regional Council of Governments (SACOG) Blueprint program and Sustainable Communities Strategy; and

WHEREAS, the City Council approves the amendment of the General Plan based on the following findings, as well as the General Findings for Project Approval (Attachment #1 to staff report):

1. The General Plan Amendment will allow for the development of very high density residential uses.
2. The General Plan Amendment will not adversely impact the general welfare of residents or businesses within the area.
3. The proposed project will provide for an integrated living environment and creative relationship with adjacent uses that include University-owned housing and the UC Davis campus, apartments, and commercial. It will allow for and encourage architectural variation while maintaining the residential character within the area.
4. The location of the increased density is appropriate due to its proximity to the UC Davis campus and supporting commercial services. Although, higher in density than the existing properties in the area, the proposed residential development is compatible with the existing neighborhood and will not have significant adverse effect on surrounding properties.
5. The project is Statutorily Exempt for CEQA pursuant to PRC Section 21094.5 and PRC 21155.1.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Davis does hereby declare its intent to redesignate the land use of the project site from Residential
Medium Density to Residential Very High Density as shown in Exhibit A, and its intent to amend the General Plan Land Use Element to create a Residential Very High Density designation as follows:

SECTION 1. General Plan Land Use Element Text Amendment.

The General Plan of the City of Davis, Section IV: Community Form, Chapter 1: Land Use and Growth Management, is hereby amended as follows (deletions are in strikeout, additions are underlined):

A. Residential

Intent: This category is intended to allow for residential development emphasizing compact clustered development in new areas and infill in existing neighborhoods, together with a mixture of local-serving retail and institutional uses, to meet housing demands, reduce pressure for peripheral growth and facilitate transit and bicycle/pedestrian travel.

Allowable Uses and Densities:

1. A mix of all types of housing, including single-family, mobile homes, split lots, and multi-family units. Allowed gross densities shall be as follows:

   - Low Density: 3.00 to 5.99 units per gross acre.
   - Medium Density: 6.00 to 13.99 units per gross acre.
   - Medium High Density: 14.00 to 24.99 units per gross acre.
   - High Density: 25.00 to 50.00 units per gross acre.
   - Very High Density: 50.00 to 70.00 units per gross acre.

   - The maximum allowable "pre-bonus" gross densities would be 4.79 units per gross acre in the low density category; 11.20 in the medium density category, 19.99 in the medium high density category, and 40.00 in the high density category, and 56.00 in the very high density category.

   - The maximum allowable "post-bonus" gross densities would be 5.99 in the low-density category, 13.99 in the medium density category, 24.99 in the medium high density category, and 50.00 in the high density category, and 70.00 in the very high density category (assuming a 25% density bonus).

   - The maximum allowable "post-bonus" gross density would apply to a project that is exempt from providing affordable housing.

   - The minimum "pre-bonus" gross density would be 2.40 units per gross acre in the low-density category. The minimum "post-bonus" gross density would be 3.00 units per gross acre in the low-density category.

Intent of "High Density" and "Very High Density" category categories. Projects in this category are intended to implement the "Smart Growth Principles" promoted in the Sacramento Area Regional
Council of Governments (SACOG) Blueprint program including but not limited to compact development for efficiency of land usage and infrastructure; contribution to the avoidance of sprawl; and reduction of vehicle miles travelled. The projects provide for needed market-rate and affordable housing, and alleviate the pressure for rental housing in established low density residential neighborhoods.

The projects would typically be characterized by:

- Location: The site location encourages walking, biking and public transit use, and the reduction of auto trips. The location is characterized by being: near transit routes and bicycle facilities; near community facilities and services, near shopping, employment centers, parks and greenbelts; and separated or adequately buffered from low density residential uses.
- Quality site and architectural design. The site and architectural design contributes to the attractiveness of living in a compact development and facilitates the ease of walking and biking to work or neighborhood services. The design fosters a sense of community and place, interaction among residents, and the development of smaller communities within a larger project. Building considerations include: heights that accommodate the higher density while providing adequate setbacks from property lines; appropriate massing across a site in the placement of individual buildings and structures, and where necessitated by sensitivities to adjoining uses providing for “stepping” of building heights throughout of upper floors. Parking may be provided with surface parking, below grade, in structures or a combination thereof. Usable open space meets or exceeds normal standards for a residential high density project.

The very high density designation is restricted to properties on the north side of Russell Boulevard, between State Highway 113 and Sycamore Lane. Application of this designation requires a general plan amendment to apply it to the parcel.
## Table of Minimum and Maximum Densities

<table>
<thead>
<tr>
<th>Density Level</th>
<th>Without Density Bonus</th>
<th>Gross</th>
<th>Net**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Low Density</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Low</td>
<td>Without density bonus</td>
<td>2.40 - 4.79</td>
<td>2.88 - 5.75</td>
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<tr>
<td>Low</td>
<td>With density bonus</td>
<td>3.00 - 5.99</td>
<td>3.60 - 7.19</td>
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<tr>
<td>Medium</td>
<td>Without density bonus</td>
<td>4.80 - 11.20</td>
<td>5.76 - 13.44</td>
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<tr>
<td>Medium</td>
<td>With density bonus</td>
<td>6.00 - 13.99</td>
<td>7.20 - 16.79</td>
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<tr>
<td>Medium High</td>
<td>Without density bonus</td>
<td>11.21 - 19.99</td>
<td>13.45 - 23.99</td>
</tr>
<tr>
<td>Medium High</td>
<td>With density bonus</td>
<td>14.00 - 24.99</td>
<td>16.80 - 29.99</td>
</tr>
<tr>
<td>High</td>
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<td>20.00 - 40.00</td>
<td>24.00 - 48.00</td>
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<tr>
<td>High</td>
<td>With density bonus</td>
<td>25.00 - 50.00</td>
<td>30.00 - 60.00</td>
</tr>
<tr>
<td>Very High</td>
<td>Without density bonus</td>
<td>40.00 - 56.00</td>
<td>48.00 - 67.20</td>
</tr>
<tr>
<td>Very High</td>
<td>With density bonus</td>
<td>50.00 - 70.00</td>
<td>60.00 - 84.00</td>
</tr>
</tbody>
</table>

### Notes:

a. With density bonus * is assumed to be 125% of without density bonus for the purpose of this table. Net density** is assumed to be 120% of gross density for the purpose of this table.

b. Some of the non-residential land use categories (that is, Neighborhood Retail, Business Park, and Office) allow limited residential uses to the extent that the residential uses do not conflict with the primary use of the area. The residential component in a mixed use project in one of these land use categories is limited to an additional 15% floor area ratio (in addition to the 50% allowable floor area ratio in these land use categories).

c. The allowable residential densities in the Core Area shall be retained as stated in the Core Area Specific Plan.

d. See the separate General Plan policy interpretation document titled “Residential Density Yields and Neighborhood Greenbelts.”

e. Through a specific plan or Planned Development, the City may approve developments with densities on any given parcel that are lower than the otherwise allowable minimum or higher than the otherwise-allowable maximum density for a given area, provided the overall density is consistent with the allowable density.
SECTION 2. General Plan Land Use Map Amendment.
The General Plan Land Use Map of the City of Davis, is hereby amended to redesignate the land use of the subject property from "Residential Medium Density" to new "Residential Very High Density" category, as shown in Exhibit A, attached hereto.

PASSED AND ADOPTED by the City Council of the City of Davis this ___ day of August, 2018, by the following vote:

AYES:

NOES:

Brett Lee
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk
EXHIBIT A

525 Oxford Circle
APN 036-252-12
ORDINANCE NO. _____

AMENDING SECTION 40.01.090 OF CHAPTER 40 OF THE CITY OF DAVIS MUNICIPAL CODE BY REZONING THE DAVIS LIVE PROJECT SITE (APN #036-252-12) LOCATED AT 525 OXFORD CIRCLE, OF APPROXIMATELY 1.045± ACRES, TO PLANNED DEVELOPMENT (PD) #02-18

THE CITY COUNCIL OF THE CITY OF DAVIS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. PROPERTY AREA.
The Davis Live project site consists of one parcel located at 525 Oxford Way, totaling approximately 1.045± acres generally described and referenced to as APN 036-252-12 which is shown on Exhibit A and described in Exhibit B.

SECTION 2. ZONING MAP CHANGE.
Section 40.01.090 (Zoning Map) of Chapter 40 of the City of Davis Municipal Code, as amended, is hereby amended by changing the land use designation of the parcels containing approximately 1.045± acres as shown on Exhibit A, to Planned Development #02-18 (PD #02-18) for the Davis Live Project, as shown on Exhibit B.

SECTION 3. PURPOSE OF PLANNED DEVELOPMENT AREA.
The purpose of this preliminary planned development is to:

A. Optimize an underutilized infill location within the City of Davis;
B. Contribute to the overall character and livability of the surrounding neighborhood and UC Davis by facilitating the reuse of property;
C. Provide additional housing near existing mobility infrastructure (i.e., pedestrian and bicycle facilities and transit) to reduce vehicle trips, vehicle miles travelled, and parking demand;
D. Provide housing density adjacent to UC Davis and proximate to the downtown area of the City of Davis to reduce vehicle trips, vehicle miles travelled, and parking demand within the downtown area;
E. Provide high density affordable student-oriented housing in close proximity to UC Davis and support services; and
F. Provide energy-efficient building design, low-water use indoor and outdoor design, and high-quality construction by incorporating national and/or local sustainable design practices.

SECTION 4. USES.
Permitted uses within PD #02-18 include:

A. Student, faculty, staff, and general housing;
B. Office and management functions;
C. Educational, recreational, fitness, and social functions;
D. Student-oriented commercial uses; and
E. Required building components accessory to main use.
SECTION 5. DEVELOPMENT STANDARDS.
The following development standards are applicable to PD #02-18:

A. Residential density: 68 units per gross acre
B. FAR: 3.34
C. Allowable height: 85’ to roof (parapets, elevator and stair penthouses and mechanical equipment may exceed)
D. Lot coverage: 67%
E. Yard requirements: 10’-0” front and rear
10’0” interior side
F. Allowable projections into yards: 1/3 of required yard dimension
Yards may include landscape structures
G. Useable open space (plaza & terraces): 20%
H. Landscape area: 10%
I. On-site vehicle parking: 1.0 space per unit
J. Long-term secured bicycle parking: 1.0 space per bed
K. Short-term visitor bicycle parking: 0.2 spaces per bed

SECTION 6. CONFLICTS.
For provisions not covered by this Ordinance, the provisions of Chapter 40 of the Davis Municipal Code, as amended, shall apply. Where there is a conflict between the provisions of Chapter 40 and this Ordinance, the provisions of this Ordinance shall apply.

SECTION 7. FINDINGS.
A. The City Council of the City of Davis hereby finds that the criteria for the approval of the preliminary planned development have been fulfilled:
1. The planned development is in conformity with the General Plan.
2. The Davis Live Project Planned Development is in conformity with the intent of the Planned Development District of the Zoning Chapter (Article 40.22).
3. The Davis Live Project Planned Development is consistent with the Zoning Ordinance, as the purpose of the Planned Development District is to allow for diversification in the relationship of various buildings and structures and provide relief from the rigid standards of conventional zoning. The proposed Planned Development is intended to provide an integrated and sustainable building.
4. The property is suitable for the proposed development.
B. The City Council further finds that the public necessity and convenience and general welfare requires the adoption of the rezoning set forth in Section 2, as evidenced by the Findings presented to the Planning Commission and City Council.
C. The City Council further finds that the project is an infill project statutorily exempt from CEQA pursuant to Public Resources Code 21094.5. and is also a transit priority project statutorily exempt from CEQA pursuant to Public Resources Code 21155.1.
D. The City Council further incorporates the General Findings for Project Approval included as Attachment #1 to the staff report.
SECTON 8. CONTINGENCIES AND EFFECTIVE DATE.
The Ordinance shall become effective 30 days after adoption and only upon approval of General Plan Amendment #01-18.

INTRODUCED on the _____th day of________, 2018 and PASSED by the City Council of the City of Davis this ____ day of ________________, 2018 by the following vote:

AYES:
NOES:
ABSENT:

Brett Lee
Mayor

ATTEST:

Zoe S. Mirabile, CMC
City Clerk

Exhibits

A. Project Location
B. Legal Description
C. Planned Development Zoning Map
Exhibit A
Exhibit B
Legal Description

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

PARCEL ONE:

LOT 294, PLAT OF SUBDIVISION NO. 1008 UNIVERSITY FARMS UNIT NO. 7-A, FILED JANUARY 21, 1964 IN BOOK 6 OF MAPS, AT PAGES 14 AND 15 YOLO COUNTY RECORDS.

PARCEL TWO:

AN UNDIVIDED 1/10TH INTEREST IN LOT A, UNIVERSITY FARMS UNIT NO. 7A, FILED JANUARY 21, 1964 IN BOOK 6 OF MAPS, AT PAGES 14 AND 15, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM FROM PARCELS 1 AND 2 ABOVE, ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS WITHIN AND UNDERLYING AND WHICH MAY BE PRODUCED FROM THE REAL PROPERTY HEREIN DESCRIBED, TOGETHER WITH A PERPETUAL SUBSURFACE RIGHT TO INGRESS AND EGRESS FOR THE PURPOSES OF PROSPECTING AND EXPLORING FOR AND OF MINING, EXTRACTING AND REMOVING OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS WITHIN OR UNDERLYING THE ABOVE DESCRIBED PROPERTY, INCLUDING SUBSURFACE RIGHT OF WAY, EASEMENTS AND SERVITUDES, IN, UNDER AND THROUGH THE ABOVE DESCRIBED PROPERTY FOR SUCH PURPOSES, BUT EXCLUDING AND EXCEPTING THEREFROM, ALL RIGHTS IN AND TO THE SURFACE OF SAID LAND AND THE SUBSURFACE THEREOF, DOWN TO A DEPTH OF 500 FEET MEASURED VERTICALLY FROM SAID SURFACE, AS CONVEYED TO J.M. WALKER AND LLOYD F. DONANT, BY DEED DATED DECEMBER 16, 1963 AND RECORDED JANUARY 8, 1964 IN BOOK 742 OF OFFICIAL RECORDS, PAGE 142. SAID DEED PROVIDES THAT "GRANTEES COVENANT AND AGREE THAT THE SUBSURFACE RIGHTS HEREBY RECEIVED SHALL BE EXERCISED IN SUCH A WAY THAT NEITHER THE SURFACE OF SAID LANDS NOR IMPROVEMENTS LOCATED THEREON, SHALL IN ANY WAY BE DISTURBED OR DAMAGED."

PARCEL THREE:

ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DAVIS, COUNTY OF YOLO, STATE OF CALIFORNIA, AS DESCRIBED IN RESOLUTION NO. 17-106, RECORDED FEBRUARY 9, 2018 AS INSTRUMENT NO. 2018-0003148-00 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF OXFORD CIRCLE AS SHOWN ON THAT CERTAIN PLAT OF UNIVERSITY FARMS UNIT NO. 7A, FILED JANUARY 21, 1964, IN BOOK 6 OF MAPS, PAGES 14 AND 15, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 294 AS SHOWN ON SAID PLAT; THENCE NORTH 00°17'00" WEST 37.13 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT A AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY LINE 2.01 FEET ALONG A CURVE TO THE LEFT
CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 07°41'23" AND A CHORD BEARING SOUTH 86°26'29" EAST 2.01 FEET; THENCE NORTH 31°40'46" EAST 20.04 FEET; THENCE NORTH 89°42'50" EAST 84.88 FEET; THENCE SOUTH 58°19'14" EAST 9.00 FEET; THENCE SOUTH 31°40'46" WEST 14.42 FEET; THENCE NORTH 89°42'50" EAST 49.59 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00°17'10" EAST 37.00 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 294; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 294 SOUTH 89°42'50" WEST 147.08 FEET TO THE POINT OF BEGINNING.

APN: 034-252-012-000 (as to Parcels One and Two)
Exhibit C
Planned Development Zoning Map
ATTACHMENT #5

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DAVIS
APPROVING A DEVELOPMENT AGREEMENT WITH 525 OXFORD, LLC
RELATING TO THE DAVIS LIVE PROJECT

WHEREAS, to strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (the “Development Agreement Statute”) which authorizes cities to enter into agreements 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

WHEREAS, in accordance with the Development Agreement Statute, the City of Davis (the “City”) has enacted regulations (the “Development Agreement Regulations”) to implement procedures for the processing and approval of development agreements in accordance with the Development Agreement Statute; and

WHEREAS, on March 2, 2018 and June 21, 2018, the Sacramento Area Council of Governments issued consistency letters confirming that the Davis Live project is consistent with the Metropolitan Transportation Plan/Sustainable Communities Strategy for 2036;

WHEREAS, City Council determined based on the findings set forth in Resolution No. ___ that the Davis Live Project satisfies all of the infill project criteria set forth in Public Resources Code section 21094.5, CEQA Guidelines section 15183.3 and CEQA Guidelines Appendix M, and therefore is exempt from further environmental review pursuant to Public Resources Code section 21094.5 and CEQA Guidelines section 15183.5, and further that the Davis Live Project satisfies all of the criteria of a Transit Priority Project and is exempt from further environmental review pursuant to Public Resources Code Section 21155.1;

WHEREAS, the City Council of Davis adopted Resolution No. ___, which approved a General Plan Amendment for the Project; and

WHEREAS, the City Council of Davis adopted project entitlements for the Davis Live Project, including the General Plan Amendment, Zoning Amendment/Final Planned Development Permit, and Site Plan and Architectural Review;

WHEREAS, Developer desires to carry out the development of the Property consistent with the General Plan, as amended, and the Development Agreement and the vested entitlements referenced therein;

WHEREAS, the Development Agreement will assure both the City and the Developer that the Development will proceed as proposed; and that the Project can proceed without disruption caused by a change in City planning and development policies and requirements, which
assurance will thereby reduce the actual or perceived risk of planning, financing and proceeding
with construction of the Project and promote the achievement of the private and public objectives
of the Project;

WHEREAS, the Planning Commission held a duly noticed public hearing on July 25, 2018 on
the Davis Live Project entitlements, during which public hearing the Planning Commission
received comments from the Developer, City staff, and members of the general public and made
a recommendation to the City Council on the Davis Live Project entitlements.

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

SECTION 1. This Ordinance incorporates, and by this reference makes a part hereof, the
Development Agreement attached hereto as Exhibit A, subject to the provisions of Section 5
hereof.

SECTION 2. This Ordinance is adopted under the authority of Government Code Section
65864 et seq., and pursuant to “Development Agreement Regulations.”

SECTION 3. In accordance with the Development Agreement Regulations, the City Council
hereby finds and determines, as follows:

(a) The Development Agreement is consistent with the objectives, policies, general
land uses and programs specified in the General Plan, in that it establishes certain
development rights, obligations and conditions for the implementation of the
Davis Live Project;

(b) The Development Agreement is compatible with the uses authorized therein, and
the regulations prescribed for, the general plan designations which will apply to
the Property;

(c) The Development Agreement is in conformity with public convenience, general
welfare and good land use practice;

(d) The Development Agreement will not be detrimental to the public health, safety
and general welfare;

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

SECTION 4. The foregoing findings and determinations are based upon the following:

(a) The Recitals set forth in this Ordinance, which are deemed true and correct;

(b) The City’s General Plan, as amended;

(c) Resolution No. ___, adopted by the City Council on __________, 2018 which
Resolution and exhibits are incorporated herein by reference as if set forth in full;
(d) The City’s General Plan, as amended by the General Plan Amendment adopted by the City Council by Resolution No. _____ prior to adoption of this Ordinance;

(e) All City staff reports (and all other public reports and documents) prepared for the Planning Commission and City Council, relating to the Amendment to the Development Agreement and other actions relating to the Property, including all attachments thereto;

(f) All documentary and oral evidence received at public hearings or submitted to the City during the comment period relating to the Development Agreement, and other actions relating to the Property; and

(g) All other matters of common knowledge to the Planning Commission and City Council, including, but not limited to the City’s fiscal and financial status; City policies and regulations; reports, projections and correspondence related to development within and surrounding the City; State laws and regulations and publications.

SECTION 5. The City Council hereby approves the Development Agreement, attached hereto as Exhibit A, subject further to such minor, conforming and clarifying changes consistent with the terms thereof as may be approved by the City Manager, in consultation with the City Attorney to execution thereof, including completion of references and status of planning approvals, and completion and conformity of all exhibits thereto, and conformity to the General Plan, as amended, as approved by the City Council.

SECTION 6. The approval contained in Section 5 hereof is subject to and conditioned upon Resolution No. _____, adopted by the City Council approving the General Plan amendment, becoming effective.

SECTION 7. The City Manager is hereby authorized and directed to perform all acts authorized to be performed by the City Manager in the administration of the Development Agreement pursuant to the terms of the Development Agreement.

SECTION 8. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance.

SECTION 9. This ordinance shall become effective on and after the thirtieth (30th) day following its adoption; provided, however, that if the actions referred to in Section 6 hereof are not effective on such date, then the effective date of this Ordinance shall be the date on which all of said actions become effective, as certified by the City Clerk.

INTRODUCED on the ___ day of ________________, 2018 and PASSED on the ____ day of ________________, 2018 by the following vote:

AYES:  
NOES:  
ABSENT:
EXHIBIT A (Davis Live Development Agreement)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL
TO:

City of Davis,
Community Development and
Sustainability Department
23 Russell Boulevard, Suite 2
Davis, California 95616

AGREEMENT

BY AND BETWEEN

THE CITY OF DAVIS AND 525 OXFORD, LLC

Relating to the Development

of the Property Commonly Known as Davis Live

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into this ____ day of
______________, 2018, by and between the CITY OF DAVIS, a municipal corporation (herein
the "City") and 525 OXFORD, LLC, a Delaware limited liability company (herein the
"Developer"). This Agreement is made pursuant to the authority of Section 65864 et seq. of the
Government Code of the State of California. This agreement refers to the City and the
Developer collectively as the "Parties" and singularly as the "Party."

Recitals

A. To strengthen the public planning process, encourage private participation in
comprehensive planning and reduce the economic risk of development, the Legislature of the State
of California adopted Section 65864, et seq. of the Government Code which authorizes any city,
county or city and county to enter into a development agreement with an applicant for a
development project, establishing certain development rights in the property which is the subject
of the development project application.
B. The Developer owns in fee certain real property(ies) described in Exhibit A attached hereto and incorporated herein by this reference and located in the incorporated area the City of Davis (herein the “Property”) which the Developer seeks to develop as the Davis Live project (the “Project”). The Project would develop an approximately one acre of site with a seven-story building comprised of six-stories of student-oriented housing over one level of parking that will contain approximately 71 units with 440 beds.

C. This Agreement is voluntarily entered into by Developer in order to implement the General Plan and in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan and in consideration of the agreements and undertakings of the Developer hereunder.

D. City has granted the Developer the following land use entitlement approvals (Planning Application #17-21) for the Project (hereinafter “Project Approvals”) which are incorporated and made a part of this Agreement:

1. Exemption from further environmental review pursuant to Public Resources Code section 21094.5 and CEQA Guidelines section 15183.5, and pursuant to Public Resources Code Section 21155.1

2. General Plan Amendment #01-18

3. Rezone #01-18/Final Planned Development #02-18

4. Development Agreement #01-18

5. Site Plan and Architectural Review #02-18

E. This Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for the Developer to make significant investments in public infrastructure and other improvements, assure the timely and progressive installation of necessary improvements and public services, establish the orderly and measured build-out of the Project consistent with the desires of the City to maintain the City’s small city atmosphere and to have development occur at a pace that will assure integration of the new development into the existing community, and provide significant public benefits to the City that the City would not be entitled to receive without this Agreement.
F. In exchange for the benefits to the City, the Developer desires to receive the assurance that it may proceed with the Project in accordance with the existing land use ordinances, subject to the terms and conditions contained in this Agreement and to secure the benefits afforded the Developer by Government Code §65864.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:


A. [Sec. 100] Property Description and Binding Covenants. The Property is that property described in Exhibit A, which consists of a map showing its location and boundaries and a legal description. Developer represents that it has a legal or equitable interest in the Property and that all other persons holding legal or equitable interests in the Property (excepting owners or claimants in easements) agree to be bound by this Agreement. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties hereto.

B. [Sec. 101] Effective Date and Term. The effective date of this Agreement shall be the date the Ordinance adopting this Agreement is effective. The term of this Agreement (the “Term”) shall commence upon the effective date and shall extend for a period of fifteen (15) years thereafter, unless said Term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties, subject to the provisions of Sections 105 through 107 hereof. Following the expiration of said Term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions of Section 407 hereof.

If this Agreement is terminated by the City Council pursuant to Section 400(A) prior to the end of the Term, the City shall cause a written notice of termination to be recorded with the County Recorder within ten (10) days of final action by the City Council.

This Agreement shall be deemed terminated and of no further effect upon entry, after all appeals have been exhausted, of a final judgment or issuance of a final order directing the City to
set aside, withdraw or abrogate the City Council’s approval of this Agreement or any material part of the Project Approvals;

C. [Sec. 102] Equitable Servitudes and Covenants Running With the Land. Any successors in interest to the City and the Developer shall be subject to the provisions set forth in Government Code §§ 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 103, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the Developer in writing pursuant to Section 103. In any event, no owner or tenant of an individual completed residential unit within Project shall have any rights under this Agreement.

D. [Sec. 103] Right to Assign; Non-Severable Obligations.

1. The Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively “assign”) its rights, interests and obligations under this Agreement to a third party during the term of this Agreement.

2. No assignment shall be effective until the City, by action of the City Council, approves the assignment. Approval shall not be unreasonably withheld provided:

   (a) The assignee (or the guarantor(s) of the assignee’s performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and

   (b) The proposed assignee has adequate experience with residential developments of comparable scope and complexity to the portion of the Project that is the subject of the assignment.

Any request for City approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the City may reasonably
request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City’s receipt of the request for approval of the proposed assignment. All detailed financial information submitted to the City shall constitute confidential trade secret information if the information is maintained as a trade secret by the assignee and if such information is not available through other sources. The assignee shall mark any material claimed as trade secret at the time it is submitted to the City. If City receives a public records request for any information designated a “trade secret” City shall notify the assignee of such request prior to releasing the material in question to the requesting party. If the assignee directs the City not to release the material in question, the assignee shall indemnify the City for any costs incurred by City, including but not limited to staff time and attorney’s fees, as a result of any action brought by the requesting party to obtain release of the information and/or to defend any lawsuit brought to obtain such information. If the City wishes to disapprove any proposed assignment, the City shall set forth in writing and in reasonable detail the grounds for such disapproval. If the City fails to disapprove any proposed assignment within forty-five (45) calendar days after receipt of written request for such approval, such assignment shall be deemed to be approved.

3. The Specific Development Obligations set forth in Section 201, are not severable, and any sale of the Property in whole or in part, or assignment of this Agreement, which attempts to sever such conditions shall constitute a default under this Agreement and, subject to the procedure set forth in Section 400(A), shall entitle the City to terminate this Agreement in its entirety.

4. Notwithstanding subsection 2 of this Section, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted without consent, but only for the purpose of securing loans of funds to be used for financing or refinancing the development and construction of improvements on the Property and other necessary and related expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any
such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

5. Nothing in this Section shall be deemed to constitute or require City consent to the approval of any subdivision or parcelization of the Property. The Parties recognize and acknowledge that any such actions must comply with applicable City laws and regulations and be consistent with the General Plan, the Project Approvals and this Agreement. Nothing in this Section shall be deemed to constitute or require City consent to an assignment that consists solely of a reorganization of the Developer’s business structure, such as (i) any sale, pledge, assignment or other transfer of all or a portion of the Project Site to an entity directly controlled by Developer or its affiliates and (ii) any change in Developer entity form, such as a transfer from a corporation to a limited liability company or partnership, that does not affect or change beneficial ownership of the Project Site; provided, however, in such event, Developer shall provide to City written notice, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such reorganization or City’s request for backup information, as applicable.

E. [Sec. 104] Notices. Formal written notices, demands, correspondence and communications between the City and the Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, to the principal offices of the City and the Developer, as set forth in Article 8 hereof. Alternatively, formal written notices, demands, correspondence and communications between the City and the Developer may be sent by electronic mail (e-mail) and shall be deemed sufficient upon confirmation of receipt of the e-mail by recipient Party. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate.

The Developer shall give written notice to the City, at least thirty (30) days prior to the close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee’s mailing address, the acreage and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given, and any other information
reasonably necessary for the City to consider approval of an assignment pursuant to Section 103 or any other action City is required to take under this Agreement.

F. [Sec. 105] Amendment of Agreement. This Agreement may be amended from time to time by mutual consent of the Parties, in accordance with the provisions of Government Code Sections 65867 and 65868.

G. [Sec. 106] [Intentionally Reserved]


1. Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) changes to conditions, terms, restrictions or requirements applicable to subsequent discretionary actions; (e) an increase in the density or intensity of use of the Property or the maximum height or maximum gross square footage; or (f) monetary contributions by Developer, shall be deemed a “Major Amendment” and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Amendment subject to Section 107(2) below. The City Manager or his or her delegate shall have the authority in its reasonable discretion to determine if an amendment is a Major Amendment subject to this Section 107(1) or a Minor Amendment subject to Section 107(2) below. The City Manager’s determination may be appealed to the City Council.

2. Minor Amendments. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 107(1), they shall effectuate such clarifications, minor changes or minor adjustments through a written Minor Amendment approved in writing by the Developer and City Manager. Minor amendments authorized by this subsection may not constitute an “amendment” for the purposes of Government Code sections
ARTICLE 2. Development of the Property.

A. [Sec. 200] Permitted Uses and Development Standards. In accordance with and subject to the terms and conditions of this Agreement, the Developer shall have a vested right to develop the Property for the uses and in accordance with and subject to the terms and conditions of this Agreement and the Project Approvals attached hereto as Exhibit B and incorporated herein by reference, and any amendments to the Project Approvals or Agreement as may, from time to time, be approved pursuant to this Agreement.

The Developer hereby agrees that development of the Project shall be in accordance with the Project Approvals, including the conditions of approval and the mitigation measures for the Project as adopted by the City, and any amendments to the Project Approvals or Agreement as may, from time to time, be approved pursuant to this Agreement. Nothing in this Section shall be construed to restrict the ability to make minor changes and adjustments in accordance with Section 107, supra. Nothing in this Agreement shall require Developer or Landowner to construct the Project or to pay fees for any portion of the Project that Developer or Landowner does not construct.

B. [Sec. 201] Specific Development Obligations. In addition to the conditions of approval contained in the Project Approvals, the Developer and the City have agreed that the development of the Property by the Developer is subject to certain specific development obligations, described herein and also described and attached hereto as Exhibits C through G and incorporated herein by reference. These specific development obligations, together with the other terms and conditions of this Agreement, provide the incentive and consideration for the City entering into this Agreement.

1. Impact Fees and Community Enhancement Funds. The Developer shall comply with the terms and conditions of Exhibit C.

2. Water and Energy Conservation Information and Incentive Plan. The Developer shall comply with and implement the measures identified in Exhibit D to provide information and incentives to residents on their water and energy use to encourage conservation.
3. **Affordable Housing.** The Developer shall comply with the affordable housing requirements as set forth in Exhibit E.

4. **Local Hiring Program.** The Developer shall implement a Local Hiring Program as set forth in Exhibit F.

5. **Environmental Sustainability.** The City and the Developer have agreed that environmental concerns and energy efficiency are critical issues for new developments. Developer shall comply with the Implementation Plan set forth in Exhibit G.

6. **Reimbursement for Property Taxes.** Prior to issuance of building permit, Developer shall record a covenant on the title to the Project Site regarding property tax payments. The covenant shall include a permanent obligation for the property owner to make payments to the City in lieu of the City’s share of otherwise-required property taxes in the event that the Property is acquired or master leased by an entity exempt from payment of property taxes. Wording of the covenant is subject to review and approval of the City Attorney.

C. [Sec. 202] [Intentionally Reserved]

D. [Sec. 203] **Development Timing.** The Developer shall be obligated to comply with the terms and conditions of the Project Approvals and this Development Agreement at those times specified in either the Project Approvals or this Development Agreement. The parties acknowledge that the Developer cannot at this time predict with certainty when or the rate at which the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of the Developer, such as market orientation and demand, interest rates, competition and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties’ agreement, it is the intent of City and the Developer to hereby acknowledge and provide for the right of the Developer to develop the Project in such order and at such rate and times as the Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Project Approvals and this Development Agreement. City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Development Agreement, and that without such a right, the Developer’s development of the
Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, (California Government Code § 65864 et seq.), City Council Resolution 1986-77 and this Development Agreement. The Developer will use its best efforts, in accordance with their business judgment and taking into consideration market conditions and other economic factors influencing the Developer’s business decision, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Development Agreement and with the Project Approvals.

Subject to applicable law relating to the vesting provisions of development agreements, Developer and City intend that except as otherwise provided herein, this Agreement shall vest the Project Approvals against subsequent City resolutions, ordinances, growth control measures and initiatives or referenda, other than a referendum that specifically overturns City’s approval of the Project Approvals, that would directly or indirectly limit the rate, timing or sequencing of development, or would prevent or conflict with the land use designations, permitted or conditionally permitted uses on the Property, design requirements, density and intensity of uses as set forth in the Project Approvals, and that any such resolution, ordinance, initiative or referendum shall not apply to the Project Approvals and the Project. Notwithstanding any other provision of this Agreement, Developer shall, to the extent allowed by the laws pertaining to development agreements, be subject to any growth limitation ordinance, resolution, rule, regulation or policy which is adopted and applied on a uniform, city-wide basis and directly concerns an imminent public health or safety issue. In such case, City shall apply such ordinance, resolution, rule, regulation or policy uniformly, equitably and proportionately to Developer and the Property and to all other public or private owners and properties directly affected thereby.

E.        [Sec. 204] [Intentionally Reserved]

F.        [Sec. 205] [Intentionally Reserved]


1.        For the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, the density and intensity of use, design, improvement and construction standards and specifications applicable to the development of the
Property, including the maximum height and size of proposed buildings, shall be those rules, regulations and official policies in force on the effective date of the ordinance enacted by the City Council approving this Agreement. Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Agreement shall prevail, unless the Parties mutually agree to amend or modify this Agreement pursuant to Sections 105 through 107 hereof. To the extent that any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City are applicable to the Property and are not inconsistent with the terms and conditions of this Agreement or are otherwise made applicable by other provisions of this Article 2, such future changes in the General Plan, zoning codes or such future rules, ordinances, regulations or policies shall be applicable to the Property.

(a) This Section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the 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, this Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction.

To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state agencies) have the effect of preventing, delaying or modifying development of the Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies (or such actions of regional and local agencies, including the City, required by federal or state agencies).
(b) Nothing herein shall be construed to limit the authority of the City to adopt and apply codes, ordinances and regulations which have the legal effect of protecting persons or property from conditions which create a health, safety or physical risk.

2. All project construction, improvement plans and final maps for the Project shall comply with the rules, regulations and design guidelines in effect at the time the construction, improvements plan or final map is approved. Unless otherwise expressly provided in this Agreement, all city ordinances, resolutions, rules regulations and official policies governing the design and improvement and all construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable permit is granted. Ordinances, resolutions, rules, regulations and official policies governing the design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time the applicable permit approval for the construction of such improvements is granted. If no permit is required for the public improvements, the date of permit approval shall be the date the improvement plans are approved by the City or the date construction for the public improvements is commenced, whichever occurs first.

3. Uniform Codes Applicable. This Project shall be constructed in accordance with the prohibitions of the Uniform Building, Mechanical, Plumbing, Electrical, and Fire Codes, city standard construction specifications and details and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of submittal of the appropriate building, grading, encroachment or other construction permits for the Project. If no permits are required for the infrastructure improvements, such improvements will be constructed in accordance with the provisions of the codes delineated herein in effect at the start of construction of such infrastructure.

4. The Parties intend that the provisions of this Agreement shall govern and control as to the procedures and the terms and conditions applicable to the development of the Property over any contrary or inconsistent provisions contained in Section 66498.1, *et seq.* of the Government Code or any other state law now or hereafter enacted purporting to grant or vest development rights based on land use entitlements (herein “Other Vesting Statute”).
furtherance of this intent, and as a material inducement to the City to enter into this Agreement, the Developer agrees that:

(a) Notwithstanding any provisions to the contrary in any Other Vesting Statute, this Agreement and the conditions and requirements of land use entitlements for the Property obtained while this Agreement is in effect shall govern and control the Developer’s rights to develop the Property;

(b) The Developer waives, for itself and its successors and assigns, the benefits of any Other Vesting Statute insofar as they may be inconsistent or in conflict with the terms and conditions of this Agreement and land use entitlements for the Property obtained while this Agreement is in effect; and

(c) The Developer will not make application for a land use entitlement under any Other Vesting Statute insofar as said application or the granting of the land use entitlement pursuant to said application would be inconsistent or in conflict with the terms and conditions of this Agreement and prior land use entitlements obtained while this Agreement is in effect.

5. This Section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by the City or any of its officers or officials, provided that subsequent discretionary actions shall not conflict with the terms and conditions of this Agreement.

H. [Sec. 207] Fees, Exactions, Conditions and Dedications.

1. Except as provided herein, the Developer shall be obligated to pay only those fees, in the amounts and/or with increases as set forth below, and make those dedications and improvements prescribed in the Project Approvals and this Agreement and any Subsequent Approvals. Unless otherwise specified herein, City-imposed development impact fees and sewer and water connection fees shall be due and payable by the Developer prior to the issuance of a certificate of occupancy for the building in question. As set forth expressly in this Agreement, Developer shall be entitled to a credit for certain impact fees previously paid with respect to the Property.
2. Except as otherwise provided by this Agreement (including Exhibit C of this Agreement), the Developer shall pay the amount in effect at the time the payment is made. The City retains discretion to revise such fees as the City deems appropriate, in accordance with applicable law. If the City revises such fees on a city-wide basis (as opposed to revising such fees on an ad hoc basis that applies solely to the Project) prior to the Developer obtaining a certificate of occupancy, then the Developer shall thereafter pay the revised fee. The Developer may, at its sole discretion, participate in any hearings or proceedings regarding the adjustment of such fees. Nothing in this Agreement shall constitute a waiver by the Developer of its right to challenge such changes in fees in accordance with applicable law provided that the Developer hereby waives its right to challenge the increased fees solely on the basis of any vested rights that are granted under this Agreement.

3. The City may charge and the Developer shall pay processing fees for land use approvals, building permits, and other similar permits and entitlements which are in force and effect on a citywide basis at the time the application is submitted for those permits, as permitted pursuant to California Government Code sec. 66000 et seq.

4. Except as specifically permitted by this Agreement or mandated by state or federal law, the City shall not impose any additional capital facilities or development impact fees or charges or require any additional dedications or improvements through the exercise of the police power, with the following exception:

   (a) The City may impose reasonable additional fees, charges, dedication requirements or improvement requirements as conditions of the City’s approval of a major amendment to the Project Approvals or this Agreement, which amendment is either requested by the Developer or agreed to by the Developer; and

   (b) The City may apply subsequently adopted development exactions to the Project if the exaction is applied uniformly to development either throughout the city or with a defined area of benefit that includes the Property if the subsequently adopted development exaction does not physically prevent development of the Property for the uses and to the density and intensity of development set forth in this Agreement. In the event that the subsequently adopted development exaction fulfills the same purpose as an exaction or development impact fee required by this Agreement or by the Project Approvals, the Developer shall receive a credit
against the subsequently adopted development exaction for fees already paid that fulfill the same purpose.

5.  Compliance with Government Code § 66006. As required by Government Code § 65865(e) for development agreements adopted after January 1, 2004, the City shall comply with the requirements of Government Code § 66006 pertaining to the payment of fees for the development of the Property.

6.  Water and Wastewater Connection and Capacity Charges. The Developer shall pay the applicable water and wastewater connection and capacity charges in effect pursuant to City-wide ordinance(s) at the time of building permit issuance as set forth on Exhibit C..

7.  Development Impact (Major Projects) Fees and Community Benefit Funds. Developer shall pay all fees and charges set forth on Exhibit C whether enumerated in this section or elsewhere in this Agreement, including Exhibit C..

I.  [Sec. 208] Completion of Improvements. City generally requires that all improvements necessary to service new development be completed prior to issuance of building permits (except model home permits as may be provided by the Municipal Code). However, the parties hereto acknowledge that some of the backbone or in-tract improvements associated with the development of the Property may not need to be completed to adequately service portions of the Property as such development occurs. Therefore, as and when portions of the Property are developed, all backbone or in-tract infrastructure improvements required to service such portion of the Property in accordance with the Project Approvals (e.g., pursuant to specific tentative map conditions or other land use approvals) shall be completed prior to issuance of any building permits within such portion of the Property. Provided, however, the Public Works Director may approve the issuance of building permits prior to completion of all such backbone or in-tract improvements if the improvements necessary to provide adequate service to the portion of the Property being developed are substantially complete to the satisfaction of the Public Works Director, or in certain cases at the discretion of the City, adequate security has been provided to assure the completion of the improvements in question.

ARTICLE 3.  Obligations of the Developer.
A. [Sec. 300] Improvements. The Developer shall develop the Property in accordance with and subject to the terms and conditions of this Agreement, the Project Approvals and the subsequent discretionary approvals, if any, and any amendments to the Project Approvals or this Agreement as, from time to time, may be approved pursuant to this Agreement. The failure of the Developer to comply with any term or condition of or fulfill any obligation of the Developer under this Agreement, the Project Approvals or the subsequent discretionary approvals or any amendments to the Project Approvals or this Agreement as may have been approved pursuant to this Agreement, shall constitute a default by the Developer under this Agreement. Any such default shall be subject to cure by the Developer as set forth in Article 4 hereof.

B. [Sec. 301] Developer’s Obligations. Except as otherwise provided herein, the Developer shall be responsible, at its sole cost and expense, to make the contributions, improvements, dedications and conveyances set forth in this Agreement and the Project Approvals.

C. [Sec. 302] City’s Good Faith in Processing. Subject to the reserved discretionary approvals set forth in Section 200 and the provisions of Section 207(H)(3) hereof, the City agrees that it will accept, in good faith, for processing, review and action, all complete applications for zoning, special permits, development permits, tentative maps, subdivision maps or other entitlements for use of the Property in accordance with the General Plan and this Agreement.

The City shall inform the Developer, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance, and shall review said application and schedule the application for review by the appropriate authority.

ARTICLE 4. Default, Remedies, Termination.

A. [Sec. 400] General Provisions. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either Party to perform any term or provision of this Agreement shall constitute a default. In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days’ notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day
period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may at its option:

1. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Property; or

2. Institute legal or equitable action to cure, correct or remedy any default, including but not limited to an action for specific performance of the terms of this Agreement;

In no event shall either Party be liable to the other for money damages for any default or breach of this Agreement.

B. [Sec. 401] Developer’s Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on the Property if the permit applicant owns or controls any property subject to this Agreement and if such applicant or any entity or person controlling such applicant is in default under the terms and conditions of this Agreement unless such default is cured or this Agreement is terminated.

C. [Sec. 402] Annual Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1.

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developer. Such notice shall require the Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be reasonably requested by the City Manager and deemed by him or her to be required in order to ascertain compliance with this Agreement. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement pursuant to the procedures set forth in Sections 105 through 107, and 400. The costs
of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section shall be borne by the Developer.

If, following such review, the City Manager is not satisfied that the Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, or for any other reason, the City Manager may refer the matter along with his or her recommendations to the City Council.

Failure of the City to conduct an annual review shall not constitute a waiver by the City of its rights to otherwise enforce the provisions of this Agreement nor shall the Developer have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

D. **[Sec. 403] Enforced Delay, Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, moratoria or similar bases for excused performance. If written notice of such delay is given to the City within thirty (30) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

In the event litigation is initiated by any party other than Developer that challenges any of the approvals for the Project or the environmental document for those approvals and an injunction or temporary restraining order is not issued, Developer may elect to have the term of this Agreement tolled, i.e., suspended, during the pendency of said litigation, upon written notice to City from Developer. The tolling shall commence upon receipt by the City of written notice from Developer invoking this right to tolling. The tolling shall terminate upon the earliest date on which either a final order is issued upholding the challenged approvals or said litigation is dismissed with prejudice by all plaintiffs. In the event a court enjoins either the City or the Developer from taking actions with regard to the Project as a result of such litigation that would preclude any of them from enjoying the benefits bestowed by this Agreement, then the term of
this Agreement shall be automatically tolled during the period of time such injunction or restraining order is in effect.

E.  [Sec. 404] Limitation of Legal Actions. In no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer’s sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

F.  [Sec. 405] Applicable Law and Attorneys’ Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys’ fees, court costs and such other costs as may be fixed by the Court.

G.  [Sec. 406] Invalidity of Agreement.

1. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

2. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which becomes effective after the date of this Agreement and either Party in good faith determines that such provision is material to its entering into this Agreement, either Party may elect to terminate this Agreement as to all obligations then remaining unperformed in accordance with the procedures set forth in Section 400, subject, however, to the provisions of Section 407 hereof.

H.  [Sec. 407] Effect of Termination on Developer Obligations. Termination of this Agreement shall not affect the Developer’s obligations to comply with the General Plan and the terms and conditions of any and all Project Approvals and land use entitlements approved with
respect to the Property, nor shall it affect any other covenants of the Developer specified in this Agreement to continue after the termination of this Agreement.

ARTICLE 5. Hold Harmless Agreement.

A. [Sec. 500] Hold Harmless Agreement. The Developer hereby agrees to and shall hold Landowner and the City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from the Developer’s or the Developer’s contractors, subcontractors, agents or employees operations under this Agreement, whether such operations be by the Developer, or by any of the Developer’s contractors, subcontractors, or by any one or more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer’s contractors or subcontractors.

In the event any claim, action, or proceeding is instituted against the City, and/or its officers, agents and employees, by any third party on account of the processing, approval, or implementation of the Project Approvals and/or this Agreement, Developer shall defend, indemnify and hold harmless the City, and/or its officers, agents and employees. This obligation includes, but is not limited to, the payment of all costs of defense, any amounts awarded by the Court by way of damages or otherwise, including any attorney fees and court costs. City may elect to participate in such litigation at its sole discretion and at its sole expense. As an alternative to defending any such action, Developer may request that the City rescind any approved land use entitlement. The City will promptly notify Developer of any claim, action, or proceeding, and will cooperate fully in the defense thereof.

B. [Sec. 501] Prevailing Wages. Without limiting the foregoing, Developer acknowledges the requirements of California Labor Code §1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on “public works” and “maintenance” projects, as defined. If work on- or off-site improvements pursuant to this Agreement is being performed by Developer as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation under the contract in question is $1,000 or more, Developer agrees to fully comply
with such Prevailing Wage Laws. Developer understands and agrees that it is Developer’s obligation to determine if Prevailing Wages apply to work done on the Project or any portion of the Project. Upon Developer’s request, the City shall provide a copy of the then current prevailing rates of per diem wages. Developer shall make available to interested parties upon request, copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the work subject to Prevailing Wage Laws, and shall post copies at the Developer’s principal place of business and at the Project site. Developer shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless pursuant to the indemnification provisions of this Agreement from any claim or liability arising out of any failure or alleged failure by Developer to comply with the Prevailing Wage Laws associated with any “public works” or “maintenance” projects associated with Project development.

ARTICLE 6. Project as a Private Undertaking.

A. [Sec. 600] Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between the Developer and the City is formed by this Agreement. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

ARTICLE 7. Consistency With General Plan.

A. [Sec. 700] Consistency With General Plan. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan, as amended by the General Plan Amendment approved as part of the Project Approvals.


A. [Sec. 800] Notices. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses of the Parties as set forth below, or alternatively via e-mail as set forth in Section 104.
Notice required to be given to the City shall be addressed as follows:

City Manager City of Davis
23 Russell Boulevard
Davis, CA 95616
E-mail: mwebb@cityofdavis.org

Notice required to be given to the Developer shall be addressed as follows:

525 Oxford LLC
12424 Wilshire Boulevard
Los Angeles, Ca. 90265
Att: Scott Whitakker
E-mail: scott@latigo-group.com

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

ARTICLE 9. Recordation.

A. [Sec. 900] When fully executed, this Agreement will be recorded in the official records of Yolo County, California. Any amendments to this Agreement shall also be recorded in the official records of Yolo County.

ARTICLE 10. Estoppel Certificates.

A. [Sec. 1000] Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (a) this Development Agreement is in full force and effect and a binding obligation of the Parties, (b) this Development Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and extent of any such defaults. The requesting Party may designate a reasonable form of certificate (including a lender’s form) and the Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within fifteen (15) days following the receipt thereof.

The City Manager shall be authorized to execute any certificate requested by Developer hereunder. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, and other mortgages. The request shall clearly indicate that failure of the receiving Party to respond within the fifteen (15)
day period will lead to a second and final request and failure to respond to the second and final request within five (5) days of receipt thereof shall be deemed approval of the estoppel certificate. Failure of Developer to execute an estoppel certificate shall not be deemed a default. In the event Developer does not respond within the required fifteen (15) day period, City may send a second and final request to Developer and failure of Developer to respond within five (5) days from receipt thereof (but only if City’s request contains a clear statement that failure of Developer to respond within this five (5) day period shall constitute an approval) shall be deemed approval by Developer of the estoppel certificate and may be relied upon as such by City, tenants, transferees, investors, bond counsel, underwriters and bond holders. Failure of City to execute an estoppel certificate shall not be deemed a default. In the event City fails to respond within the required fifteen (15) day period, Developer may send a second and final request to City, with a copy to the City Manager and City Attorney, and failure of City to respond within five (5) days from receipt thereof (but only if Developer’s request contains a clear statement that failure of City to respond within this five (5) day period shall constitute an approval) shall be deemed approval by City of the estoppel certificate and may be relied upon as such by Developer, tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and mortgagees.

ARTICLE 11. Provisions Relating to Lenders

A. [Sec. 1101] Lender Rights and Obligations.

1. Prior to Lender Possession. No Lender shall have any obligation or duty under this Agreement prior to the time the Lender obtains possession of all or any portion of the Property to construct or complete the construction of improvements, or to guarantee such construction or completion, and shall not be obligated to pay any fees or charges which are liabilities of Developer or Developer’s successors-in-interest, but such Lender shall otherwise be bound by all of the terms and conditions of this Agreement which pertain to the Property or such portion thereof in which Lender holds an interest. Nothing in this Section shall be construed to grant to a Lender rights beyond those of the Developer hereunder or to limit any remedy City has hereunder in the event of a breach by Developer, including termination or refusal to grant subsequent additional land use Approvals with respect to the Property.
2. **Lender in Possession.** A Lender who comes into possession of the Property, or any portion thereof, pursuant to foreclosure of a mortgage or deed of trust, or a deed in lieu of foreclosure, shall not be obligated to pay any fees or charges which are obligations of Developer and which remain unpaid as of the date such Lender takes possession of the Property or any portion thereof. Provided, however, that a Lender shall not be eligible to apply for or receive Approvals with respect to the Property, or otherwise be entitled to develop the Property or devote the Property to any uses or to construct any improvements thereon other than the development contemplated or authorized by this Agreement and subject to all of the terms and conditions hereof, including payment of all fees (delinquent, current and accruing in the future) and charges, and assumption of all obligations of Developer hereunder; provided, further, that no Lender, or successor thereof, shall be entitled to the rights and benefits of the Developer hereunder or entitled to enforce the provisions of this Agreement against City unless and until such Lender or successor in interest qualifies as a recognized assignee of this Agreement and makes payment of all delinquent and current City fees and charges pertaining to the Property.

3. **Notice of Developer’s Breach Hereunder.** If City receives notice from a Lender requesting a copy of any notice of breach given to Developer hereunder and specifying the address for notice thereof, then City shall deliver to such Lender, concurrently with service thereon to Developer, any notice given to Developer with respect to any claim by City that Developer has committed a breach, and if City makes a determination of non-compliance, City shall likewise serve notice of such non-compliance on such Lender concurrently with service thereof on Developer.

4. **Lender’s Right to Cure.** Each Lender shall have the right, but not the obligation, for the same period of time given to Developer to cure or remedy, on behalf of Developer, the breach claimed or the areas of non-compliance set forth in City’s notice. Such action shall not entitle a Lender to develop the Property or otherwise partake of any benefits of this Agreement unless such Lender shall assume and perform all obligations of Developer hereunder.

5. **Other Notices by City.** A copy of all other notices given by City to Developer pursuant to the terms of this Agreement shall also be sent to any Lender who has requested such notices at the address provided to City pursuant to Section 1201(A)(4) above.
B. [Sec. 1102] **Right to Encumber.** City agrees and acknowledges that this Agreement shall not prevent or limit the owner of any interest in the Property, or any portion thereof, at any time or from time to time in any manner, at such owner’s sole discretion, from encumbering the Property, the improvements thereon, or any portion thereof with any mortgage, deed of trust, sale and leaseback arrangement or other security device. City acknowledges that any Lender may require certain interpretations of the agreement and City agrees, upon request, to meet with the owner(s) of the property and representatives of any Lender to negotiate in good faith any such request for interpretation. City further agrees that it shall not unreasonably withhold its consent to any interpretation to the extent such interpretation is consistent with the intent and purpose of this Agreement.

**ARTICLE 12. Entire Agreement.**

A. [Sec. 1200] **Entire Agreement.** This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement consists of 25 pages and 7 Exhibits which constitute the entire understanding and agreement of the Parties. Unless specifically stated to the contrary, the reference to an exhibit by designated letter or number shall mean that the exhibit is made a part of this Agreement. Said exhibits are identified as follows:

- **Exhibit A:** Description of the Property
- **Exhibit B:** Project Approvals
- **Exhibit C:** Impact Fees and Community Enhancement Funds
- **Exhibit D:** Water and Energy Conservation Information and Incentive Plan
- **Exhibit E:** Affordable Housing Plan
- **Exhibit F:** Local Hiring Program
- **Exhibit G:** Environmental Sustainability Implementation Plan
IN WITNESS WHEREOF, the City and Developer and Landowner have executed this Agreement as of the date set forth above.

“CITY”

CITY OF DAVIS

By: ________________________________
Brett Lee
Mayor

Attest: ________________________________
Zoe Mirabile
City Clerk

APPROVED AS TO FORM:

______________________________
Harriet Steiner
City Attorney

“DEVELOPER”

525 Oxford, LLC, a California limited liability company

By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT A
Description of Property

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

PARCEL ONE:
LOT 294, PLAT OF SUBDIVISION NO. 1008 UNIVERSITY FARMS UNIT NO. 7-A, FILED JANUARY 21, 1964 IN BOOK 6 OF MAPS, AT PAGES 14 AND 15 YOLO COUNTY RECORDS.

PARCEL TWO:
AN UNDIVIDED 1/10TH INTEREST IN LOT A, UNIVERSITY FARMS UNIT NO. 7A, FILED JANUARY 21, 1964 IN BOOK 6 OF MAPS, AT PAGES 14 AND 15, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM FROM PARCELS 1 AND 2 ABOVE, ALL OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS WITHIN AND UNDERLYING AND WHICH MAY BE PRODUCED FROM THE REAL PROPERTY HEREIN DESCRIBED, TOGETHER WITH A PERPETUAL SUBSURFACE RIGHT TO INGRESS AND EGRESS FOR THE PURPOSES OF PROSPECTING AND EXPLORING FOR AND OF MINING, EXTRACTING AND REMOVING OIL, GAS, PETROLEUM AND OTHER HYDROCARBON SUBSTANCES AND ALL OTHER MINERALS WITHIN OR UNDERLYING THE ABOVE DESCRIBED PROPERTY, INCLUDING SUBSURFACE RIGHT OF WAY, EASEMENTS AND SERVITUDES, IN, UNDER AND THROUGH THE ABOVE DESCRIBED PROPERTY FOR SUCH PURPOSES, BUT EXCLUDING AND EXCEPTING THEREFROM, ALL RIGHTS IN AND TO THE SURFACE OF SAID LAND AND THE SUBSURFACE THEREOF, DOWN TO A DEPTH OF 500 FEET MEASURED VERTICALLY FROM SAID SURFACE, AS CONVEYED TO J.M. WALKER AND LLOYD F. DONANT, BY DEED DATED DECEMBER 16, 1963 AND RECORDED JANUARY 8, 1964 IN BOOK 742 OF OFFICIAL RECORDS, PAGE 142. SAID DEED PROVIDES THAT "GRANTEES COVENANT AND AGREE THAT THE SUBSURFACE RIGHTS HEREBY RECEIVED SHALL BE EXERCISED IN SUCH A WAY THAT NEITHER THE SURFACE OF SAID LANDS NOR IMPROVEMENTS LOCATED THEREON, SHALL IN ANY WAY BE DISTURBED OR DAMAGED."

PARCEL THREE:
ALL THAT REAL PROPERTY SITUATED IN THE CITY OF DAVIS, COUNTY OF YOLO, STATE OF CALIFORNIA, AS DESCRIBED IN RESOLUTION NO. 17-106, RECORDED FEBRUARY 9, 2018 AS INSTRUMENT NO. 2018-0003148-00 OF OFFICIAL RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF OXFORD CIRCLE AS SHOWN ON THAT CERTAIN PLAT OF UNIVERSITY FARMS UNIT NO. 7A, FILED JANUARY 21, 1964, IN BOOK 6 OF MAPS, PAGES 14 AND 15, YOLO COUNTY RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 294 AS SHOWN ON SAID PLAT; THENCE NORTH 00°17’00” WEST 37.13 FEET TO A POINT ON THE SOUTHERLY LINE OF LOT A AS SHOWN ON SAID PLAT; THENCE ALONG SAID SOUTHERLY LINE 2.01 FEET ALONG A CURVE TO THE LEFT CONCAVE NORTHERLY HAVING A RADIUS OF 15.00 FEET, A CENTRAL ANGLE OF 07°41’23” AND A CHORD BEARING SOUTH 86°26’29” EAST 2.01 FEET; THENCE NORTH 31°40’46” EAST 20.04 FEET; THENCE NORTH 89°42’50” EAST 84.88 FEET; THENCE SOUTH 58°19’14” EAST 9.00 FEET; THENCE SOUTH 31°40’46” WEST 14.42 FEET; THENCE NORTH 89°42’50” EAST 49.59 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 00°17’10” EAST 37.00 FEET TO THE NORTEASTERLY CORNER OF SAID LOT.
294; THENCE ALONG THE NORTHERLY LINE OF SAID LOT 294 SOUTH 89°42'50" WEST 147.08 FEET TO
THE POINT OF BEGINNING.

APN: 034-252-012-000 (as to Parcels One and Two)
EXHIBIT B

Project Approvals

(1) Exemption from further environmental review pursuant to Public Resources Code section 21094.5 and CEQA Guidelines section 15183.5, and pursuant to Public Resources Code Section 21155.1

(2) General Plan Amendment #01-18

(3) Rezone #01-18/Final Planned Development #02-18

(4) Development Agreement #01-18

(5) Site Plan and Architectural Review #02-18
EXHIBIT C

Development Impact Fees, Connection Fees, and Community Enhancement Funds

Notwithstanding the general provision of Article 2, Section H of this Agreement and the Municipal Code, the development impact fees, connection fees, and community enhancement funds set forth in this Exhibit C shall be paid by the Project as modified in this Exhibit C. All other fees, connection fees, and payments shall be subject to the general provisions of Article 2, Section H of this Agreement and the Municipal Code.

DEVELOPMENT IMPACT FEES

1. The following development impact fees shall be paid by the developer in accordance with AB 1600, based on the impacts of the project, as set forth in the table below.

Payment of Development Impact for the Project shall be payable prior to the Certificate of Occupancy being issued for the Project.

The Developer has the right to pay any development impact fees associated with the project at any given time after the first Building Permit has been issued to avoid upcoming increases.

If fees are not paid by the fifth year, following issuance of building permit they shall be recalculated in accordance with rates applicable at the time.

DEVELOPMENT IMPACT FEES

<table>
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<tr>
<th>Development Impact Fees</th>
<th>Multi-Family Rate</th>
<th>Multi-Family Fees 71 new units</th>
<th>Multi-Family Credit of 20 units demolished</th>
<th>Total Development Impact Fees</th>
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<td>$858,603.00</td>
<td>$(241,860.00)</td>
<td>$616,743.00</td>
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</tbody>
</table>

CONNECTION FEES

Connection fees are due at the time of first building permit.

Water Connection Fees – Water connection fees paid by the Developer shall not exceed the existing City fee for the first five years from the Effective Date of this Agreement. Thereafter, if
the water connection fee has increased, the residential units shall pay the then current connection fee. If the water connection fees decrease during the five-year period, then the Project shall be subject to the lower fee. Developer shall receive credit reflecting the existing 1½-inch water meter on the Property. This connection fee will be recalculated when civil plans are received by Public Works. Total water connection fees is $31,813 assuming a 2” meter is installed.

Sewer Connection Fees – Sewer connection fees paid by the Developer shall not exceed the existing City fee for the first five years from the Effective Date of this Agreement. Thereafter, if the sewer connection fee has increased, the residential units shall pay the then current connection fee. If the sewer connection fees decrease during the five-year period, then the Project shall be subject to the lower fee. Developer shall receive credit reflecting the 20 units demolished on the Property. Total sewer connection fees are $169,320.

COMMUNITY ENHANCEMENT FUNDS

Developer shall provide Community Enhancement Funds, which are beyond the Project’s requirements to mitigate for project-related impacts. These are separate and distinct from development impact fees and connection fees calculated above. Total community enhancement is $1,556,544.00. These funds shall be used as follows:

1. Developer shall pay Five Hundred Thousand Dollars ($500,000) to the City to use for Bicycle, Pedestrian and Traffic Enhancements between Anderson Road, Highway 113, Russell Blvd. and 8th Street.

2. Developer shall pay Three Hundred and Eighty Eight Thousand Dollars ($388,000) to the City to be used for Park Enhancements, improvements, renovations and or shade structures to any or all the following parks, Oxford Circle, Sycamore Park and Arroyo Park.

3. Developer shall pay Six Hundred, Sixty Eight Thousand, Five Hundred and Forty Four Dollars ($668,544) for community-wide enhancements, improvements or renovations.

The Developer shall have the right to defer payment of the Community Enhancement Funds for up to 18-months after being issued a final Certificate of Occupancy, provided a surety, such as a performance bond or letter of credit, in a form acceptable to City, and is issued securing the outstanding amount of the Community Enhancement Funds. If the amount due to the City is not paid in full upon the expiration of the 18-month period, a 10% penalty will be assessed. The surety amount shall include the 10% penalty or the outstanding amount of the Community Enhancement Fund deferred.
EXHIBIT D

Water and Energy Conservation Information and Incentive Plan

**Incentive Plan Goal.** To reduce water and electric usage by incentivizing the residents to think conservatively.

**Incentive Plan.** Starting once the Project reaches 90% occupancy, and occurring every month thereafter, the residents in each specific unit type, i.e. 3-bedroom, 4-bedroom, and 5-bedroom, with the lowest usage for both water and electric usage will each receive a $50 gift card. No unit can receive a gift card for more than two (2) consecutive months.

**Water Usage Fee.** Developer shall charge a water usage fee on units with “excessive” monthly usage above a baseline amount, which shall be established as an appropriate average amount for units of similar size and occupancy. The baseline water amount and fee shall be reviewed annually in consultation with the City to determine whether any adjustments are needed. Adjustments are subject to review and approval by the Director of Community Development and Sustainability.

**Notices.** Each unit will receive a monthly summary of that unit’s water and electric usage (with comparison information).
EXHIBIT E

Affordable Housing Plan

Davis Live Dream Program

Affordable Housing Plan

Program Summary

The Davis Live Dream (DLD) Program is committed to attracting a diverse and respectful community of residents from all socioeconomic backgrounds. We subscribe to the Principles of One Community as prescribed by ASUCD and the City of Davis and intend to promote such daily principles and values at Davis Live. The DLD Program represents our commitment to equal opportunities for all, including education, consistent with what our company values and is committed to as a whole.

The Davis Live Dream Program (the “DLD Program”) is designed to provide a more affordable housing option for residents who could not otherwise afford to live in Davis. The DLD Program, which is to oversee 15% of the Davis Live project, or 66 beds, will be run by the management team for Davis Live and Greystar Student Living, Davis Live’s property manager, with the intention to fully integrate pre-qualified residents of the program into the entire community at Davis Live. Presently, Greystar manages two housing properties in Davis and is very familiar with affordable housing management.

The DLD Program provides beds at Extremely Very-Low, Very-Low, and Low rates (defined further below), split evenly among each rate band (i.e. 22 beds in each rate band). Because the DLD Program provides affordable housing on a bed basis rather than unit basis, the affordable beds will be integrated throughout the project among market-rate beds. The financial criteria and other qualifications outlined below will determine which residents are eligible to participate in the program.

As noted, all affordable beds will be integrated throughout the project among market-rate double-occupancy beds to ensure no difference in the accommodations or experience offered to residents under the DLD Program aside from out-of-pocket cost. Exceptions to the double occupancy plan will be assessed and evaluated based on applicant needs in compliance with the Americans with Disabilities Act and the Fair Housing Act.

Marketing

The DLD Program seeks to reach residents who qualify for the DLD Program through a variety of methods including, but not limited to distribution of fliers, Davis Live’s website, as well as social media channels including Nextdoor, Facebook, and Instagram. The program will also be marketed directly to programs on the UC Davis campus that represent a myriad of traditionally underserved groups on campus, including but not limited to the Associated Students of the University of California, Davis (ASUCD), the ASUCD Food Pantry, Guardian Scholars, the AB 540 Center, and more. Davis Live will also actively market the DLD Program to residents through Yolo County Housing, the City of Davis, Sacramento City College, Woodland Community College, and UC Davis Student Housing.
Demonstration of Need

As a privately-managed subsidized rental housing alternative, the DLD Program seeks to mitigate the disadvantages faced by financially-constrained low-income residents.

In Davis the average rent for a one-bedroom apartment is $1,361. Such rents are not affordable to many Davis residents. For example, during the 2015-16 school year, over forty percent (40%) of full-time UC Davis undergraduate students were designated low income by the federal government and were awarded Federal Pell grants. Many of these students are not eligible for rental assistance through Yolo County Housing as they do not have dependent children. With the vacancy rate in Davis at zero percent, prices continue to exponentially escalate year over year, further challenging economically strained residents of Davis including students.

Qualifying Criteria

The DLD Program will be made available to both financially dependent residents and financially independent residents. To qualify for the DLD Program, residents must demonstrate low-income status, defined as having an income not exceeding eighty percent (80%) of area median income (AMI). Other specific criteria for financially dependent residents and financially independent residents are as follows:

1) Financially Dependent Residents: Residents claimed as an income tax dependent by any individual for the tax year preceding application to the program may qualify for the DLD Program by demonstrating that the household income of the parent or other legally supporting person, when combined with the resident's income does not exceed eighty percent (80%) of AMI for Yolo County; the resident must verify his or her parent's or other supporting person's income by means of documentation such as tax returns, W-2s, pay stubs, bank statements, etc. Income includes all sources of income including wages, investment income, etc., as well as financial aid, scholarships, grants to the extent such are allocated to housing costs. In the event that a resident receives financial aid, scholarships, or grants specifically allocated to housing costs, and such allocation is more than the highest rate DLD Program per bed amount, the resident will not be eligible for the DLD Program.

2) Financially Independent Residents: Residents who have not been claimed as an income tax dependent by any individual for the tax year immediately preceding application to the program may qualify by verifying financial independence and by demonstrating that the resident’s income does not exceed eighty percent (80%) of AMI.

- Financially independent residents must be able to demonstrate that they are not claimed as a dependent on anyone else's tax return and show financial self-sufficient status by means of verifying documentation such as tax returns and W-2s as well as a budget showing how he or she is able to be supported by the funds claimed; and

- The resident must document his or her income by means of verifying documentation such as tax returns, W-2s, FAFSA documentation, bank statements, etc. For student residents, income includes wages from employment, commercial loans, as well as financial aid, scholarships, grants to the extent such are allocated to housing costs, and savings, or other loans obtained with the student's own credit.
The Developer may implement additional selection criteria subject to all applicable laws, including but not limited to the Federal Fair Housing Act, the California Fair Employment and Housing Act, and the California Unruh Act (collectively, “Fair Housing Laws”).

Affordable Rate Determination

The annual per bed rent of the DLD Program’s operation will equal: thirty percent (30%) of thirty percent (30%) of Yolo County AMI for a single person household (Extremely Very Low Income), thirty percent (30%) of fifty percent (50%) of Yolo County AMI for a single person household (Very Low Income), and thirty percent (30%) of eighty percent (80%) of Yolo County AMI for a single person household (Low Income).

Utilities will be included in the rental rate, however costs for excessive utility use will be passed through to DLD Program tenants as they are to market rate tenants in order to discourage waste, enforce the project’s strong water conservation efforts, and encourage the sustainable environment and reduced carbon-footprint promoted by Davis Live.

Administration of Program

The DLD Program and its affordability requirements are included in the Developer’s Development Agreement with the City and will be included in a mutually agreed-upon regulatory agreement or covenant in a form approved by the City Attorney for Davis Live, which will be recorded against and run in perpetuity with the property. Subject to the terms and conditions of the Development Agreement, a fixed number of double-occupancy bedrooms will be allocated to the DLD Program. DLD Program residents will have access to the same overall Davis Live amenities and living experience as other residents.

Davis Live’s management team, working closely with Greystar Student Living will administer the program and placement of applicants. The program will be administered in compliance with the Fair Housing Act.

Current program participant residents will be given priority to new residents so long as they provide adequate documentation to demonstrate their ongoing qualifications and need. Applications for existing residents in the subsequent year will be due by March 1st. Applications for new residents in the subsequent year will be due by March 31st. Where qualifying tenant applicants outnumber available beds, a waitlist will be established that will rank the priority of placement based upon a combination of need and timeliness of the application. If fewer applications than beds in the DLD Program are received for the program year, the unplaced DLD-allocated beds may be filled by applicants for Davis Live at market rates. For 90 days prior to assigning the DLD-allocated beds to non-DLD residents, the Davis Live management will make a continuing good faith effort to outreach to potentially eligible DLD Program Participants using the marketing efforts identified above until all DLD-allocated beds are filled, or until May 31st.

However, for any undersubscribed year, Davis Live agrees to pay the City of Davis’ Housing Fund an amount equivalent to the sum of the annual discount for each bed that is not occupied by a qualified resident. If Davis Live is unable to fully rent the DLD Program beds to qualified residents for three (3) consecutive years, the Davis Live ownership will modify the DLD Program to more effectively address the affordable housing needs and community purpose.
At the start of each new lease year, Davis Live will again start to actively seek eligible applicants for the DLD Program with the goal of filling all beds in the program each year.

**Reporting**

Davis Lives’ management will provide an annual report no later than November 1st of each year to the City of Davis showing the number of beds participating in the DLD Program for the lease year that commenced that fall, as well as compliance with qualification criteria of the DLD Program.
Local Hiring Program for Construction

Local Hiring Policy for Construction. Developer shall implement a local hiring policy (the “Local Hiring Policy”) for construction of the Project, consistent with the following guidelines:

1. **Purpose.** The purpose of the Local Hiring Policy is to facilitate the employment by Developer and its contractors at the Project of residents of the City of Davis (the “Targeted Job Applicants”), and in particular, those residents who are “Low-Income Individuals” (defined below).

2. **Definitions.**
   a. “Contract” means a contract or other agreement for the providing of any combination of labor, materials, supplies, and equipment to the construction of the Project that will result in On-Site Jobs, directly or indirectly, either pursuant to the terms of such contract or other agreement or through one of more subcontracts.
   b. “Contractor” means a prime contractor, a sub-contractor, or any other entity that enters into a Contract with Developer for any portion or component of the work necessary to construct the Project (excluding architectural, design and other “soft” components of the construction of the Project).
   c. “Low Income Individual” means a resident of the City of Davis whose household income is no greater than 80% of the Median Income.
   d. “Median Income” means the median income for the Yolo County median income, which is published annually by HUD.
   e. “On-Site Jobs” means all jobs by a Contractor under a Contract for which at least fifty percent (50%) of the work hours for such job requires the employee to be at the Project site, regardless of whether such job is in the nature of an employee or an independent contractor.

3. **Priority for Targeted Job Applicants.** Subject to Section 6 below in this Exhibit L, the Local Hiring Policy provides that the Targeted Job Applicants shall be considered for each On-Site Job in the following order of priority;
   a. **First Priority:** Low Income Individuals living within one mile of the Project;
   b. **Second Priority:** Low Income Individuals living in census tracts throughout the City for which household income is no greater than 80% of the Median Income;
c. Third Priority: Low Income Individuals living in the City, other than the first priority and second priority Low Income Individuals; and

d. Fourth Priority: City residents other than the first priority, second priority, and third priority City residents.

4. **Coverage.** The Local Hiring Policy shall apply to all hiring for On-Site Jobs related to the construction of the Project, by Developer or its Contractors.

5. **Outreach.** So that targeted Job Applicants are made aware of the availability of On-Site Jobs, Developer or its Contractors shall advertise available On-Site Jobs in the Davis Enterprise or similar local newspaper.

6. **Hiring.** Developer and its prime contractor shall consider in good faith all applications submitted by Targeted Job Applicants for On-Site Jobs, in accordance with their respective normal hiring practices. The City acknowledges that the Contractors shall determine in the respective subjective business judgment whether any particular targeted Job Applicant is qualified to perform the On-Site Job for which such Targeted Job Applicant has applied.

7. **Term.** The Local Hiring Policy extend throughout the construction of the Project until the final certificate of occupancy for the Project has been issued by the City.
EXHIBIT G

Environmental Sustainability Implementation Plan

The City and the Developer have agreed that environmental concerns and energy efficiency are critical issues for new developments. The sustainability and primary energy efficiency standards of the State of California, through CALGreen (California Green Building Standards Code Part 11 of Title 24, California Code of Regulations) shall be the basis for compliance of the Project. The base CALGreen requirements meet all of the LEED prerequisites and also earn points towards certification, if desired. The City is currently requiring CALGreen Tier 1 compliance. Staff is studying LEED and CALGreen voluntary measures (Tiers) in order to determine LEED Gold equivalency using CALGreen as the metric for compliance. The Project will be required to meet CALGreen and Energy Code compliance that will be essentially equivalent to LEEDv4 Gold. Project compliance with this commitment shall be satisfactorily demonstrated to the Director of Community Development and Sustainability. As such, formal LEED certification of the Project by the U.S. Green Building Council is not required.

1. The project shall meet a minimum of 15% above the 2016 California Building Energy Efficiency Standards (Title 24, Part 6 of the California Code of Regulations and the buildings and landscaping will be designed to achieve 25% less water usage than the average household use in the region. The analysis necessary for compliance shall be submitted prior to the issuance of Building Permits. The measures could include, but not be limited to, a combination of the following:

- Solar water heating with a minimum solar fraction of 50%.
- LED lighting with lighting power densities in common spaces, offices, and corridors at least 10% lower than Title 24 prescriptive requirements.
- High efficiency glazing for both manufactured and site-built storefront products that includes low-E coating and either non-metal framing or thermally broken metal framing with U-factors ≤ 0.35 and solar heat gain coefficients ≤ 0.25.
- Envelope insulation that meets or exceed Title 24 prescriptive requirements, which for metal framed buildings is equivalent to walls with R-21 cavity insulation and R-10 continuous insulation, and roofs with R-28 cavity insulation and R-12 continual insulation.
- High efficiency cooling equipment with SEER values ≥ 16; high efficiency heating equipment with AFUE values ≥ 90 for gas equipment and HSPF values ≥ 9 for electric equipment; high efficiency ventilation systems with fan efficacy ≤ 0.35 Watts/cfm².

2. Additionally, the Developer and City have agreed to this Sustainability Implementation Plan (SIP), in consideration of and in addition to the commitments in the Davis Live Project Description, Conditions of Approval and Development Agreement, and similar in scope to previous recent student-oriented housing projects (such as the Sterling 5th Street Apartments).
Transportation and Land Use
- Provide EV Charging conduit to all 71 parking garage spaces at time of construction to minimize cost of adding EV chargers in the future.
- See minimum Project EV Charging requirements for parking spaces below.

Energy
- Any purchase of electricity required to achieve the desired net-zero energy profile for the site and common area spaces (not provided by on-site rooftop photovoltaic electrical generation) shall be purchased at the highest renewable rate available (100% if applicable) from the project’s utility.
- To the fullest extent possible, provide an all-electric development to eliminate natural gas, thereby reducing GHG emissions and carbon-based energy.
- To the fullest extent possible, provide a microgrid-ready and battery storage-ready project, including Smart Building design and load management technology.

Solid Waste
- Increase solid waste diversion from landfill to a minimum of 75% (current standards require 65%).

Energy/Water Efficiency Incentives and Outreach
- The buildings and landscaping shall be designed to achieve 25% less water usage than the average household use in the region. Provide incentives for resident energy/water efficiency.
- Provide education and outreach to residents to encourage environmentally sustainable practices.
- Provide a ‘Sustainability Manager’ position as a resource for residents.

3. Electric Vehicle (EV) charging: As per Davis Electric Vehicle Charging Plan requirements, approved by City Council by resolution on February 23, 2017 (R:\City Clerk\Resolutions\Approved Resolutions\2017\17-023 - EV Charging Plan.pdf), this project is required to provide:
   - Level 1 charging at 5% of all spaces (min 2 spaces): 5% of 71 total spaces = 3.55 spaces or 4 spaces Level 1 (multiple spaces can be served by a single charger).
   - Level 2 charging at 1% of all spaces (min 1 parking space): minimum = 1 space.
   - Conduit adequate for 25% Level 2 spaces: 25% of 71 spaces = 17.75 total spaces minus one above = minimum Level 2 conduit to 17 additional spaces.
   - Room in panels and capacity to serve 20% of all spaces with Level 1 (14 spaces total) and 5% of Level 2 (4 spaces total).

4. Bicycle Parking
   - A minimum of 440 long-term and 92 short-term bicycle parking spaces shall be provided on-site.
   - The long-term secured bicycle parking shall be designed to allow adequate maneuvering and access within the facility to the satisfaction of the City’s bike/ped coordinator.
   - 8-10 spaces shall be provided within the long-term secured bicycle parking area to accommodate, longer, non-traditional bicycles.