



**Agenda**  
**Regular Meeting of the Planning Commission**  
**Tuesday-July 16, 2019**  
**7:00 PM**

Live Oak Council Chambers  
9955 Live Oak Boulevard, Live Oak, CA 95953

<b>Commission Chair</b>	<b>Jeremy Chapdelaine</b>
<b>Commission Vice-Chair</b>	<b>Aarondeep Pamma</b>
<b>Commissioner</b>	<b>Donald Albers</b>
<b>Commissioner</b>	<b>Tyler Eccles</b>
<b>Commissioner</b>	<b>Aaron Eller</b>
<b>Commissioner</b>	<b>Jerry Stewart</b>
<b>Commissioner</b>	<b>Ranjit Davit</b>

The Commission may take up any agenda item at any time, regardless of the order listed. Action may be taken on any item on this agenda. Materials related to an item on this Agenda submitted to the Commission after distribution of the agenda packet are available for public inspection at City Hall, 9955 Live Oak Blvd., Live Oak, during normal business hours. Such documents are also available on the City of Live Oak's website at [www.liveoakcity.org](http://www.liveoakcity.org), subject to staff's availability to post the documents before the meeting.

In compliance with the Americans with Disabilities Act, the meeting room is wheelchair accessible and disabled parking is available. If you have a disability and need disability-related modifications or accommodations to participate in this meeting, please contact the City Clerk's office at (530) 695- 2112 x102. Requests must be made at least 24 hours in advance.

**Call to Order**

**Roll Call**

**Pledge of Allegiance**

## **Public Communications-Appearance of Interested Citizens**

*Members of the audience wishing to address the Commission regarding City business (other than Public Hearing items) may do so at this time. When recognized by the Commission Chair, please come to the podium and state your name and address for the record. Comments will be limited to three (3) minutes unless the Chair specifically grants further time.*

*If you would like to address an item on tonight's agenda, please approach the podium when the item comes up for action. Please wait to be recognized by the Chair, then state your name and address for the record. Your comments will be limited to three (3) minutes unless the Chair grants further time.*

## **Consent Items**

Consent Calendar is passed by one motion with exceptions and separate votes as noted.

### **1. Planning Commission Minutes Approval**

**Recommendation:** Pass a **Motion** approving the Planning Commission Regular Meeting Minutes for June 18, 2019.

Contact: Kevin Valente, Planning Director, (530) 695-2112

## **Public Hearing**

### **2. Garden Glen Development Agreement**

**Recommendation:** Pass a **Motion** recommending Council adoption of the draft Development Agreement between Garden Glen and the City of Live Oak.

Contact: Joe Aguilar, Finance Director, (530) 695-2112

### **3. 2937 Devin Court Variance**

**Recommendation:** Consideration to adopt a **Resolution** approving the requested Variance for a residential addition with an 11'-5" rear setback.

Contact: Kevin Valente, Planning Director, (530) 695-2112

## **Updates and Announcements (Planning Director)**

## **Commissioner Reports/Comments/Requests**

## **Adjournment**

**DRAFT Minutes**  
**Regular Meeting of the Planning Commission**  
**Tuesday-June 18, 2019**

**Call to Order**

The City of Live Oak Planning Commission meeting was called to order by Commission Vice-Chair Pamma at 7:00 PM.

**Roll Call**

Present: Commissioner Eller, Stewart, Davit, and Vice-Chair Pamma

Absent: Commissioner Albers, Eccles, and Chair Chapdelaine

**Pledge of Allegiance**

Vice-Chair Pamma led the Pledge of Allegiance.

**Public Communications-Appearance of Interested Citizens**

None.

**Consent Items**

**1. Action: Moved/Seconded: Commissioner Eller/Vice-Chair Pamma**

Ayes: Commissioner Eller, Stewart, Davit, and Vice-Chair Pamma

Absent: Commissioner Albers, Eccles, and Chair Chapdelaine

Passed **Motion No. 2019-08** adopting the Consent Calendar

**Public Hearing**

**2. 9727 Savoy Way Minor Use Permit**

**Action:** Moved/Seconded: **Commissioner Eller/Vice-Chair Pamma**

Ayes: Commissioner Eller, Stewart, Davit, and Vice-Chair Pamma

Absent: Commissioner Albers, Eccles, and Chair Chapdelaine

Adopted **Planning Commission Resolution No. 2019-01** approving a Minor Use Permit for a proposed 300-square-foot accessory structure.

Contact: Kevin Valente, Planning Director, (530) 695-2112

**3. Citywide Political Sign Ordinance**

**Action:** Moved/Seconded: **Commissioner Eller/Vice-Chair Pamma**

Ayes: Commissioner Eller, Stewart, Davit, and Vice-Chair Pamma

Absent: Commissioner Albers, Eccles, and Chair Chapdelaine

Passed **Motion No. 2019-09** recommending Council adoption of the draft Ordinance amending Section 17.28.050K of the Live Oak Municipal Code with the following recommendations:

- Define Clear Vision Triangle;
- Add required distance from polling stations, consistent with State law; and
- Council to discuss a potential maximum amount of large-size political posters per candidate in the City.

Contact: Kevin Valente, Planning Director, (530) 695-2112

### **Updates and Announcements (Planning Director)**

1. Planning Director Valente:
  - a. No Planning Commission Meeting scheduled for July 2, 2019

### **Commissioner Reports/Comments/Requests**

1. Vice-Chair Pamma:
  - a. Garden Glen Development Status

**Adjourned** the Regular Meeting of the Planning Commission at 7:55 PM.



**City of Live Oak  
Report to City Planning Commission**

**Meeting Date:** July 16, 2019

**Title:** Garden Glen Subdivision: Request for Reduction in Mitigation Fees

**Location:** Citywide

**Recommendation:** Review and pass a motion forwarding the request from Reggie Singh approving a City standard development agreement (attached as first exhibit) and with a reduction in mitigation fees for the Garden Glen Subdivision to the City Council with a recommendation of the following business points:

Original property owner request:

1. A reduction of the City's mitigation fees single family house from \$32,347 to \$24,541 for a reduction of \$7806 per house for this 189 single family home subdivision.
2. The reduction in mitigation fees to be allowed within 48 months from the enactment of the written arrangement with the City.

Recommendation of business points by the City Council Ad Hoc Development Committee and considered by the full City Council:

**Business points subject to the development agreement and Planning Commission consideration:**

- **Incorporate any reduction of mitigation fees into an approved development agreement with the property owner (per State law all development agreements must be approved by the City Planning Commission).**
- **Limit the reduction of fees to occur within 24 months from enactment of development agreement.**

Business points not under consideration by the Planning Commission but may be implemented by the City Council without Planning Commission review.

- Have the City Council consider reducing all existing mitigation fees for all City development to the same level provided to Garden Glen for the next 24 months and limit the reduced mitigation to the first 200 building permits for single family houses.

**Fiscal Impacts:**

- Payback time for reduced mitigation fees of \$7,806 for each house estimated at 1.7 years (see Exhibit A). Garden Glen subdivision calculated mitigation fees for first 170 lots to be prospectively built by K'Hovnanian Homes shown on Exhibit B total \$5,498,990 at existing rates. Approving the requested reduction recalculates the mitigation fees to \$4,171,970 for the first 170 homes. Market absorption analysis that estimates the amount of houses to be built within a certain timeframe has not been performed by the City. Recent building activity in the City indicates that it will take longer than 24 months to build and sell 170 single family homes in Live Oak.

**Contact Information:** Joe Aguilar, Contract Finance Director (530) 695-2112

**Background:**

For about a decade, the Garden Glen subdivision has had a recorded tentative and final map for its development. At this time, the property owner (Reggie Singh) has requested a reduction in mitigation fees. Currently, the City collects \$32,347 in such fees for single family homes. The City approved the subdivision for 189 lots, of which the property owner intends to convey 170 lots to a merchant builder (KHovnanian Homes). The remaining 19 lots will be retained by Mr. Singh for later development. The immediate focus for the request centers on the 170 lots that may potentially be built by KHovnanian Homes.

Attached you will find a one page fiscal impact estimate that calculates the requested subsidy and shows the potential revenues the development will generate over time. The requested assumes the collection of normal building permits fees, plan check fees, other City review fees, school district fees, county fees and other state agency fees due from new development. In summary, the mitigation fees of \$5,498,990 will be reduced to \$4,171,970 for a subsidy of \$1,327,020 (\$7,806 per house). Staff estimates show that the corresponding City revenues will result in a 1.7 year payback for recouping the subsidy.

For the magnitude of the development, the City Manager and Finance Director believe the reduction of mitigation fees of 25% or less (24.1% reduction is requested) is an acceptable subsidy in today's economic conditions. The property owner met with Councilmember Thiara and Councilmember Tica at separate meetings regarding his request.

In recent weeks, the Finance Director met with the property owner's representatives and a representative from KHovnanian Homes regarding the specific business points of a potential development agreement. City staff is recommending a 36 month timeframe for pulling permits for the subsidy and the provision that allows the developer to request an extension from the City, if needed. The City will not be obligated to approve such an extension.

At directed by the City Attorney, the provisions for the mitigation fee reduction must be embodied in an approved development agreement subject to review by the City's Planning Commission with normal notification requirements for adjacent property owners. After consideration by the Planning Commission, the approval of the development agreement will need City Council approval and enactment of a City ordinance specific to the agreement.

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF LIVE OAK AND**

---

This Development Agreement (“Agreement”) is entered into effective \_\_\_\_\_ 2019, by and between the CITY OF LIVE OAK, a municipal corporation (“City”), and \_\_\_\_\_ (“Developer”), pursuant to California Government Code Section 65864 et seq.

Recitals

A. State Authorization. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the Legislature of the State of California adopted Government Code Sections 65864 et seq. (“Development Agreement Statute”), which authorizes City to enter into an agreement with any person having a legal or equitable interest in real property regarding the development of such property.

B. Property Description. The subject of this Agreement is the development of those certain parcels of land, Assessor’s Parcel Number: \_\_\_\_\_, consisting of approximately \_\_ acres located within City’s limits as depicted in Exhibit “A” and more particularly described in Exhibit “B” (“Property”), attached hereto and incorporated herein by reference.

C. Developer’s Interest. Developer represents that it has a fee title interest in the Property, and that all other persons holding legal or equitable interests in the Property agree to and shall be bound by this Agreement.

D. \_\_\_\_\_. City and Developer desire that the development of the Property will result in benefits to City and Developer.

NOW, THEREFORE, in consideration of the promises, covenants and provisions set forth in this Agreement, the parties agree as follows:

Agreement

ARTICLE I

GENERAL PROVISIONS

1.1 Incorporation of Recitals. The preamble and the Recitals set forth above are hereby incorporated into this Agreement as if set forth herein in full.



1.2 Binding Covenants. The provisions of this Agreement, including the Entitlements, shall constitute covenants which shall run with the Property and the benefits and burdens of this Agreement shall be binding upon and benefit the parties and their successors in interest.

1.3 Defined Terms.

“Adopting Ordinance” means Ordinance Number \_\_\_\_\_, dated \_\_\_\_\_, 2019 adopting this Agreement (“Adopting Ordinance”).

“Agreement” shall mean this Development Agreement and any amendments hereto.

“City” shall mean the City of Live Oak, California and shall include, unless otherwise provided, City’s agencies, departments, officials, employees and consultants.

“Developer” shall have that meaning set forth in the preamble and shall further include, unless otherwise provided, Developer’s successors, heirs, assigns, and transferees.

“Owners” shall mean \_\_\_\_\_.

“Project” means the overall development of the Property pursuant to this Agreement.

“Property” means those parcels depicted in Exhibit “A” and more particularly described in Exhibit “B” of this Agreement.

1.4 Interest of Developer. Developer is the fee owner and holds a legal interest in the Property and all portions thereof and all other persons holding legal or equitable interests in the Property are to be bound by this Agreement.

1.5 Term. The term of this Agreement shall commence on \_\_\_\_\_ (“Effective Date”) and shall extend for a period of twenty-four (24) months from the Effective Date (“Term”).

1.6 Termination. This Agreement shall be terminated and of no further effect upon the occurrence of the expiration of the Term.

1.7 Notices. All notices required or provided for under this Agreement shall be in writing and shall be sent by: (i) U.S. mail first class postage prepaid with return receipt requested; (ii) by overnight courier or hand delivery; or (iii) by facsimile with original forwarded by U.S. Mail, addressed as follows, with email copies provided to the email addresses below:

Notice to City: City of Live Oak  
Attention: City Manager  
9955 Live Oak Boulevard  
Live Oak, CA 95953  
Telephone: 916.695-2112  
Facsimile: 916.695-2595  
Email: \_\_\_\_\_

Notice to Developer: \_\_\_\_\_  
  
Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

Notice shall be effective when the postal authorities indicate the mailing was delivered, the date delivered in person, or upon receipt of the entire document by the receiving party's fax machine, as evidenced by the sending party's facsimile confirmation report.

## ARTICLE 2

### DEVELOPMENT OF THE PROPERTY

2.1 Vested Rights. Except as provided elsewhere in this Article 2, Developer shall have the vested right to proceed with development of the Property in accordance with the existing final subdivision map and all conditions concerning the same.

2.2 Application of Subsequently Enacted or Modified Rules, Regulations and Ordinances.

(a) City may, during the Term of this Agreement, apply such City-enacted or modified rules, regulations, ordinances, laws, and official policies including improvement and construction standards and specifications and plans adopted or modified after the date of this Agreement which are not inconsistent with or in conflict with the Entitlements or this Agreement, are applied uniformly to all similar properties, or otherwise do not prevent development of the Project in accordance with the Entitlements and the terms of this Agreement.

(b) Should an ordinance or resolution or other measure be enacted, whether by action of the City Council, by initiative, referendum or otherwise which relates to the rate, timing or sequencing of the development or construction of the Project, including, but not limited to, development no-growth or slow growth moratoria, to the extent any such measure is inconsistent with or conflicts with the Entitlements and/or this Agreement, City agrees that such ordinance, resolution or other measure shall not apply to

the Project, or any development thereof, or construction related thereto, or construction of improvements necessary therefore.

(c) Should any initiative, referendum, or other measure be enacted, and any failure to apply such measure to the Property by City is legally challenged, Developer agrees to fully defend, indemnify and hold the City harmless against such legal challenge with legal counsel selected by City, including providing all necessary legal services, bearing all reasonable costs therefore, and otherwise holding City harmless from all costs and expenses reasonably incurred by City in connection with such legal challenge and litigation, but only if City's failure to apply any such measure to the Property was at the written request of Developer. In addition, if Developer is not named as a party in any such litigation, City agrees that it will support Developer's efforts to intervene in any such litigation if Developer should choose to do so.

2.5 Uniform Building Code and Improvement Standards. Except as otherwise specifically set forth in this Agreement, and provided they have been adopted by City and are in effect on a city-wide basis, City may apply to the Property, at any time during the Term of this Agreement, the then current City Improvement Standards and Design Criteria, California Uniform Building Code ("UBC"), and any other uniform construction codes as approved by City.

2.6 State and Federal Law. As provided in California Government Code Section 65869.5, this Agreement shall not preclude the application to the Property of changes in law, permits, regulations, plans or policies, design criteria and improvement standards to the extent such changes are specifically mandated and required by changes in state or federal laws, regulations or permits ("Changes in the Law").

2.7 Changes in the Law - Health and Safety Measures. Notwithstanding anything to the contrary contained in this Agreement, nothing herein shall be construed to limit City's general police power to implement, based upon appropriate and adequate findings, specific measures necessary to alleviate legitimate and bona fide harmful and noxious uses, or protect against threats to the health and safety of City residents as determined by the City Council, in which event any rule, regulation or policy imposed on the development of the Property shall be done to the minimum extent necessary to correct such bona fide harmful and noxious uses or protect against dangerous threats to the health and safety of City residents.

2.8 Development Timing. Developer agrees and covenants that, as part of the consideration for this Agreement, Developer shall apply for no less than \_\_\_ building permits for individual lots within the Property no later than December 31, 2019. Developer shall be further obligated to pay for all fees, exactions and charges associated with such building permits, including those fees, exactions and charges as shown on Exhibit C attached hereto.

## ARTICLE 3

### DEVELOPER OBLIGATIONS

3.1 Fee Obligations. Except as otherwise provided herein, any and all required payments of fees or Exactions shall be made at the time and in the amount specified by the applicable City programs or ordinances. Notwithstanding the foregoing, for a period of twenty-four (24) months following the Effective Date of this Agreement, Developer shall pay to the City, for those impact fees shown on Exhibit "C" attached hereto and incorporated herein, those charges associated for each specific impact fee. In addition of the charges set forth on Exhibit "C", Developer shall pay all other fees, Exactions or monetary charges of the City and any other entity having jurisdiction over the Property/Project that are in effect at the time they would otherwise be due. Twenty-four (24) months after the Effective Date of this Agreement, as to those impact fees described on Exhibit "C" attached hereto, Developer shall pay the amount of such fees as may then be established by the City (which amount may be different than that set forth on Exhibit "C" attached hereto).

3.2 Public Improvements. Developer agrees to construct those public infrastructure and other improvements as may be necessary and which are required for development of the Property.

## ARTICLE 4

### ANNUAL REVIEW

4.1 Annual Review. During the Term of this Agreement, City shall review the extent of good faith compliance of Developer with the terms of this Agreement. The cost for City's annual review shall be paid by Developer. Such review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1.

## ARTICLE 5

### DEFENSE AND INDEMNITY/HOLD HARMLESS

5.1 Defense and Indemnity. Developer shall indemnify, defend and hold City, its elected and appointed commissions, officers, agents, and employees harmless from and against any and all actual and alleged damages, claims, costs and liabilities, arising out of this Agreement, including, without limitation, contractual and statutory claims, and those arising out of the personal injury or death of any third party, or damage to the property of any third party, to the extent such damages, claims, costs or liabilities arose out of or in connection with the Agreement or the operations of the Project under this Agreement by Developer or by Developer's contractors, subcontractors, agents or employees, provided that Developer shall not be obligated to indemnify, defend, or hold City harmless for

damages, claims, costs and liabilities arising out of City's sole negligence or willful misconduct.

## ARTICLE 6

### COOPERATION IN THE EVENT OF LEGAL CHALLENGE

6.1 Cooperation. In the event of any administrative, legal, or equitable action or other proceeding instituted by any person not a party to this Agreement challenging the validity of any provision of any of the Entitlements, Subsequent Entitlements or this Agreement, the parties shall cooperate in defending such action or proceeding to dismissal, settlement or final judgment. Each party may select its own legal counsel, and Developer shall pay City's legal defense fees and costs, including attorneys' fees, consistent with Developer's obligations under Section 5. In no event shall City be required to bear the fees or costs of Developer, including Developer's attorneys' fees. If requested by Developer, City agrees to support any efforts made by Developer to intervene or join as a party in any such administrative, legal or equitable proceedings if Developer was not named as a party therein. Neither Developer nor City shall settle any action or proceeding on grounds that include non-monetary relief or admissions of liability without written consent of the other party. City agrees to not settle any action based upon monetary relief without the written consent of Developer, unless City is solely liable and agrees to pay such monetary relief. In the event of an award by the court or by an arbitrator of attorneys' fees to a party challenging this Agreement or any of the Entitlements or Subsequent Entitlements, then Developer shall be liable for satisfying the payment of any such award of third party's attorneys' fees only if Developer continued to contest such litigation or legal challenge to a final judgment or other final determination, rather than settling it when City proposed to settle the matter.

6.2 Court Judgment or Order. City and Developer shall meet and endeavor, in good faith to attempt to reach agreement on any amendments needed to allow development of the Property to proceed in a reasonable manner taking into account the terms and conditions of the court's judgment or order. If agreement is reached, the procedures for amending this Agreement as specified herein shall apply. If agreement is not reached, Developer shall have the right to terminate this Agreement by giving City sixty (60) days' notice of termination. In the event that amendment of this Agreement is not required, and the court's judgment or order requires City to engage in other or further proceedings, City agrees to comply with the terms or the judgment or order expeditiously.

6.3 Legal Action. Any party may institute legal action to cure, correct or remedy any default, to specifically enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that City would not have entered into this Agreement had it been exposed to liability for damages from Developer, and that therefore, Developer hereby waives any and all claims for damages against City for breach of this Agreement. Developer further acknowledges that as an instrument which must be approved by ordinance, a development agreement is subject to referendum and that under law, the City

Council's discretion to avoid a referendum by rescinding its approval of the underlying ordinance may not be constrained by contract, and Developer waives all claims for damages against City in this regard. Nothing in this Section is intended to nor does it limit Developer's or City's rights to equitable remedies as permitted by law.

## ARTICLE 7

### MISCELLANEOUS PROVISIONS

7.1 Authority to Execute Agreement. The person or persons executing this Agreement on behalf of Developer warrant and represent that they have the authority to execute this Agreement and the authority to bind Developer to the performance of its obligations hereunder.

7.2 Consent. Where consent or approval of a Party is required or necessary under this Agreement, such consent or approval shall not be unreasonably withheld, conditioned or delayed.

7.3 Interpretation of Agreement. All parties have been represented by legal counsel in the preparation of this Agreement and no presumption or rule that ambiguity shall be construed against a drafting Party shall apply to interpretation or enforcement hereof. Captions on sections and subsections are provided for convenience only and shall not be deemed to limit, amend or affect the meaning of the provision to which they pertain.

7.4 California Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California. City and Developer shall each comply with all applicable laws in the performance of their respective obligations under this Agreement

7.5 No Joint Venture or Partnership. City and Developer hereby renounce the existence of any form of joint venture, partnership or other association between City and Developer, and agree that nothing in this Agreement or in any document executed in connection with it shall be construed as creating any such relationship between City and Developer.

7.6 Covenant of Good Faith and Fair Dealing. No Party shall do anything which shall have the effect of injuring the right of another Party to receive the benefits of this Agreement or do anything which would render its performance under this Agreement impossible. Each Party shall perform all acts contemplated by this Agreement to accomplish the objectives and purposes of this Agreement.

7.7 Partial Invalidity Due to Governmental Action. In the event state or federal laws or regulations enacted after the Effective Date of this Agreement, or formal action of any governmental jurisdiction other than City, prevent compliance with one or more provisions of this Agreement, or require changes in plans, maps or permits approved by

City, the parties agree that the provisions of this Agreement shall be modified, extended or suspended only to the minimum extent necessary to comply with such laws or regulations.

7.8 Further Actions and Instruments. The parties agree to provide reasonable assistance to the other and cooperate to carry out the intent and fulfill the provisions of this Agreement. Each of the parties shall promptly execute and deliver all documents and perform all acts as necessary to carry out the matters contemplated by this Agreement.

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

7.10 No Waiver. No delay or omission by a party in exercising any right or power accruing upon non-compliance or failure to perform by another party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver. A waiver by a party of any of the covenants or conditions to be performed by another party shall not be construed as a waiver of any succeeding breach or non-performance of the same or other covenants and conditions thereof.

7.11 Severability. If any provision of this Agreement shall be adjudicated to be invalid, void or illegal, it shall in no way affect, impair or invalidate any other provision, and, with the exception of such provision found invalid, void or illegal, this Agreement shall remain in full force and effect.

7.12 Recording. Pursuant to California Government Code Section 65868.5, no later than ten (10) days after City enters into this Agreement, the City Clerk shall record an executed copy of this Agreement in the official records of the Placer County Recorder's Office and thereafter provide Developer with a copy of the recorded Agreement.

7.13 Attorneys' Fees. Should any legal action be brought by any party for breach of this Agreement or to enforce any provisions herein, the prevailing party shall be entitled to reasonable attorneys' fees, court costs and other costs as may be fixed by the Court. Attorneys' fees shall include attorneys' fees on any appeal, and in addition a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such actions, taking depositions and discovery, and all other necessary costs incurred in the litigation.

7.14 Venue. Any action arising out of this Agreement shall be brought in Sutter County, California, regardless of where else venue may lie.

7.15 Time is of the Essence. Time is of the essence of each and every provision of this Agreement.

ARTICLE 8

ENTIRE AGREEMENT AND EXHIBITS

8.1 Integration Clause and List of Exhibits. This Agreement consists of 9 pages and three Exhibits, which constitute in full the final and exclusive understanding and agreement of the parties and supersedes all negotiations or previous agreements of the parties with respect to all or any part of the subject matter hereof. The following exhibits are attached to this Agreement and are hereby incorporated herein for all purposes:

- Exhibit A Overall Project Map
- Exhibit B Legal Description of Property
- Exhibit C Partial Description of Impact Fees

IN WITNESS WHEREOF, the City of Live Oak, a municipal corporation, has authorized the execution of this Agreement in duplicate by its City Manager and attestation by its City Clerk under authority of Ordinance No. \_\_\_\_\_, adopted by the City Council of the City of Live Oak on the \_\_\_\_ day of \_\_\_\_\_, 2019, and Developer has caused this Agreement to be executed.

**“City”**

City of Live Oak,  
A Municipal Corporation

By:

Name: Aaron Palmer  
Title: City Manager  
Date:

**“Developer”**

\_\_\_\_\_

By:

Name:  
Title:  
Date:

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney





## Fiscal Impact Estimate For Garden Glen Request

<b>Existing Mitigation Fee Calculation</b>	\$32,347	
<b>Requested reduction in fees</b>	\$7,806	
<b>Adjusted Mitigation Fees after request</b> (requested subsidy equates to 24.1% reduction)		\$24,541
<b>One Time Revenues</b>		
Excise Tax on new homes (estimated \$320,000 average value per home)	\$3,200	
<b>Subsidy after applying one-time revenues</b>		\$4,606
<b>Annual On-going Revenues</b>		
General Property Taxes (Live Oak's share) (estimated \$320,000 average value per home)	\$590	
Franchise Fees	\$87	
Mello Roos Fire CFD 2004-1 (based upon exiting annual tax rate)	\$909	
Water Service revenues (estimated \$300 per year under existing rates)	\$300	
Sewer Service revenues (estimated \$825 per year under existing rates)	\$825	
<b>Annual Revenues Subtotal</b>		<b>2,711</b>
<b>PayBack Period for remaining subsidy</b>		<b>1.70 Years</b>

*Fiscal impact does not account for additional taxes that have a positive, but minimal impact in annual revenues of less than \$100 per year per house, including sales tax, gas taxes and other taxes*

**Calculation assumes each house pays the regular amount for school district fees, county fees, building permits and plan check fees.**

# Exhibit B

**City of Live Oak  
Garden Glen Subdivision  
K'Hovanian developed lots**

Existing Fees	\$	32,347
requested reduction	\$	7,806
adjusted per house	\$	24,541
reduction as a percent		75.87%

Number of houses 170

			Reduced Rates	Full Rates
Water Connection fees	\$ 7,635	\$ 5,793	\$ 984,728	\$ 1,297,950
Sewer Connection fees	\$ 9,053	\$ 6,868	\$ 1,167,615	\$ 1,539,010
Storm Drain Connection fees	\$ 3,949	\$ 2,996	\$ 509,324	\$ 671,330
Traffic Facilities	\$ 3,092	\$ 2,346	\$ 398,792	\$ 525,640
Fire Facilities	\$ 1,733	\$ 1,315	\$ 223,515	\$ 294,610
Police facilities	\$ 626	\$ 475	\$ 80,739	\$ 106,420
General Buildings	\$ 1,143	\$ 867	\$ 147,419	\$ 194,310
Corporation Yard	\$ 653	\$ 495	\$ 84,221	\$ 111,010
Parks facilities	\$ 3,351	\$ 2,542	\$ 432,197	\$ 569,670
Recreation faciities	\$ 231	\$ 175	\$ 29,793	\$ 39,270
Community Center Bldgs	\$ 881	\$ 668	\$ 113,627	\$ 149,770
<b>Total</b>	<b>\$ 32,347</b>	<b>\$ 24,541</b>	<b>\$ 4,171,970</b>	<b>\$ 5,498,990</b>



**City of Live Oak  
Report to Planning Commission**

**Meeting Date:** July 16, 2019

**Title:** Variance for Single-Family Residential Addition

**Location:** 2937 Devin Court, Live Oak, CA 95953 (APN 06-080-059)

**Recommendation:** Adopt the Resolution denying the requested variance to formalize a previously constructed, non-permitted, addition to a single-family residence.

**Fiscal Impacts:** None.

**Contact Information:** Kevin Valente, City Planner, (530) 695-2112

**Attachments:**

- 01- Proposed Plans
- 02- DRAFT Variance Denial Resolution
- 03- DRAFT Variance Approval Resolution
- 04- Neighbor Comment Letter

## **Background**

The applicants, Eustacio and Soledad Curiel, are requesting approval of a Variance allowing a previously constructed, non-permitted, addition to a single-family residence. Meaning, the residential addition was not reviewed by the City prior to construction and a Building Permit was not issued for the construction.

The project site is located at 2937 Devin Court in the Low-Density Residential Zone District (R-1), which requires a minimum 20-foot rear yard setback or 20 percent of the lot depth, whichever is less (approximately 18 feet). The applicants enclosed a previously constructed attached covered patio in the rear yard, which according to Section 17.15.040 of the Live Oak Municipal Code, attached patio covers may encroach a maximum of 10 feet into the rear yard, as long as the patio cover is open on all sides and the side yard setbacks are met. However, enclosing the attached patio cover results in the residential addition having a rear yard setback of 11'-5", which is not in compliance with the current 18-foot rear yard setback required by the Live Oak Zoning Code.

The applicants, are now trying to formalize the previously constructed, non-permitted, addition to a single-family residence (see Attachment 01). However, because the already constructed addition is not in compliance with the required setbacks, Planning Commission approval of a Variance is the only option; otherwise, the applicants must remove the non-permitted residential addition. Demolition would also require the approval of a Demolition Permit from the City Building Department.

The requested Variance would be exempt from the provisions of the California Environmental Quality Act (CEQA) under Class 1, Section number 15301 (Existing Facilities) which includes additions to an existing structure that is less than 10,000 square feet provided that the project is in an area where all public services and facilities are available and not environmentally sensitive.

Pursuant to Section 17.35.040(E) of the Live Oak Municipal Code, a Variance may be granted if the Planning Commission makes the following findings:

1. There are special circumstances applicable to the property or structure(s) including location, size, shape, surroundings, or topography or other conditions, so that the strict application of this Title denies the property owner privileges enjoyed by other property owners in the vicinity and within the same zone district.
2. Granting the variance is necessary for the preservation and enjoyment of substantial property rights.
3. Granting the variance does not result in special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zone district as the property is located.
4. Granting the variance does not allow a use or activity which is not otherwise authorized by the zone district within which the property is located.
5. Granting the variance will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the vicinity or be detrimental to property or improvements in the vicinity or to the general welfare of the City.

Staff has determined the special circumstances related to this project is a self-imposed hardship; and therefore, planning policy necessitates staff recommend denial of the requested Variance and the Planning Commission adopt the attached DRAFT Denial Resolution (see Attachment 02).

## Alternative Action

Planning Commission has discretionary approval of Variances in the City; therefore, if the Planning Commission determines the project meets the above findings, the Planning Commission could adopt the attached DRAFT Approval Resolution (see Attachment 03) approving the requested Variance to formalize the previously constructed, non-permitted, addition to the single-family residence located at 2937 Devin Court. Staff has included draft findings, but the Planning Commission could add further justification.

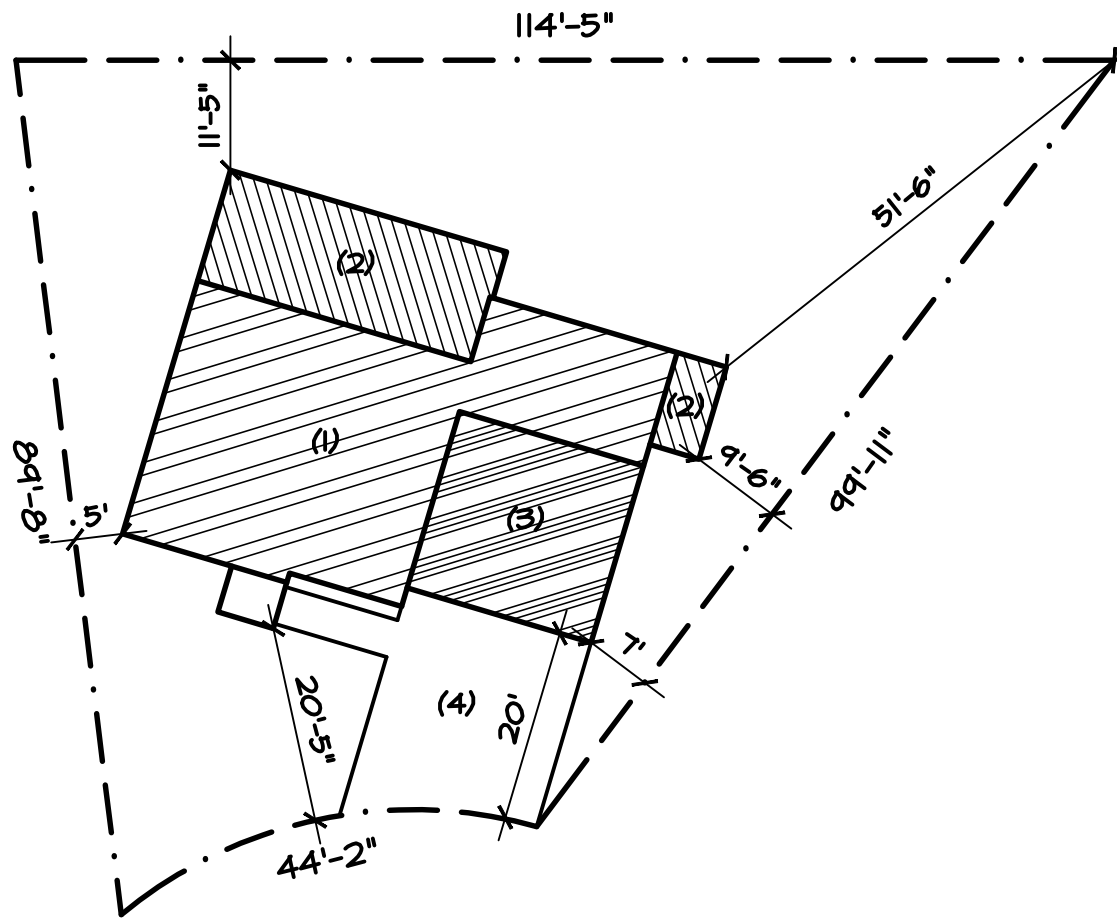
It should be noted that the applicants have provided a comment letter from the neighboring resident, 2924 Sebina Court, stating they have no issue with the proposed residential addition (see Attachment 04).

It should also be noted that if the Planning Commission makes the above findings approving the requested Variance, this could set a precedent for the City and future projects may be subject to the same assessment.



# LEGEND

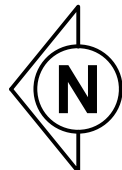
1	(E) RES.			
2	(P) ADDITION			
3	(E) PORCH			
4	(E) GARAGE			
5	(E) DRIVEWAY			
6				
7				
8				



## PLOT PLAN

SCALE: 1" = 20'-0"

### PLOT PLAN FOR:



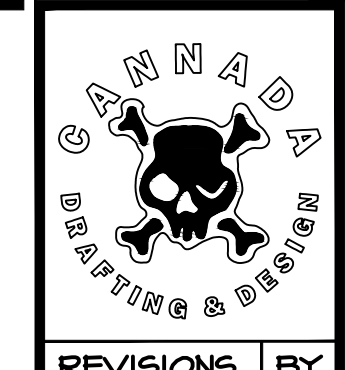
EUSTACIO CUREL  
2937 DEVIN COURT  
AP# 06-080-059  
LIVE OAK, CA

**DAN CANNADA**  
2254 ACACIA AVE.  
SUTTER, CA 95982  
(530) 713-1042  
cdd.drafter@gmail.com

DATE: 01/01/19

JOB: IND-366



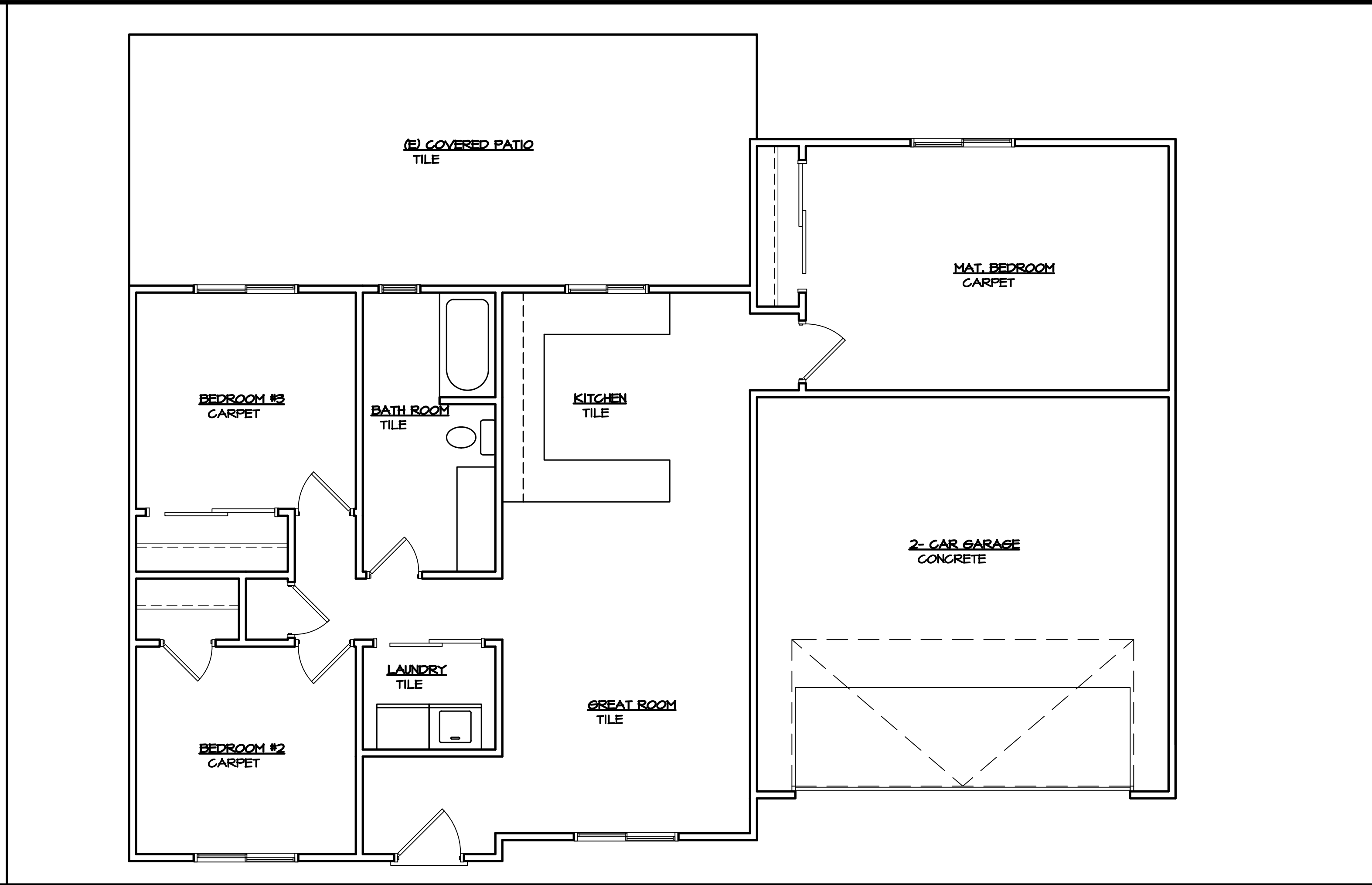


REVISIONS	BY



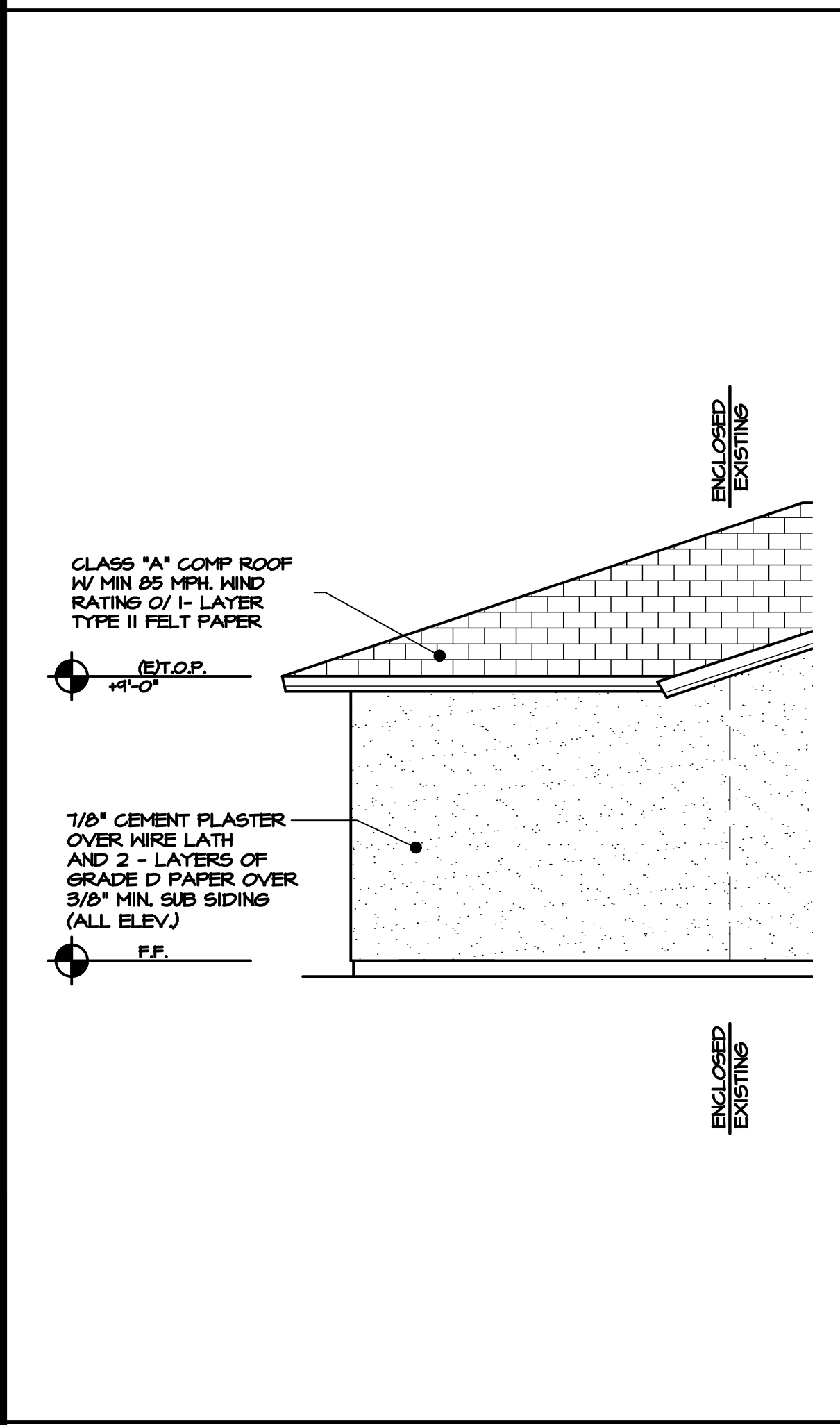
**REAR VIEWS**

SCALE: 1/4" = 1'-0"



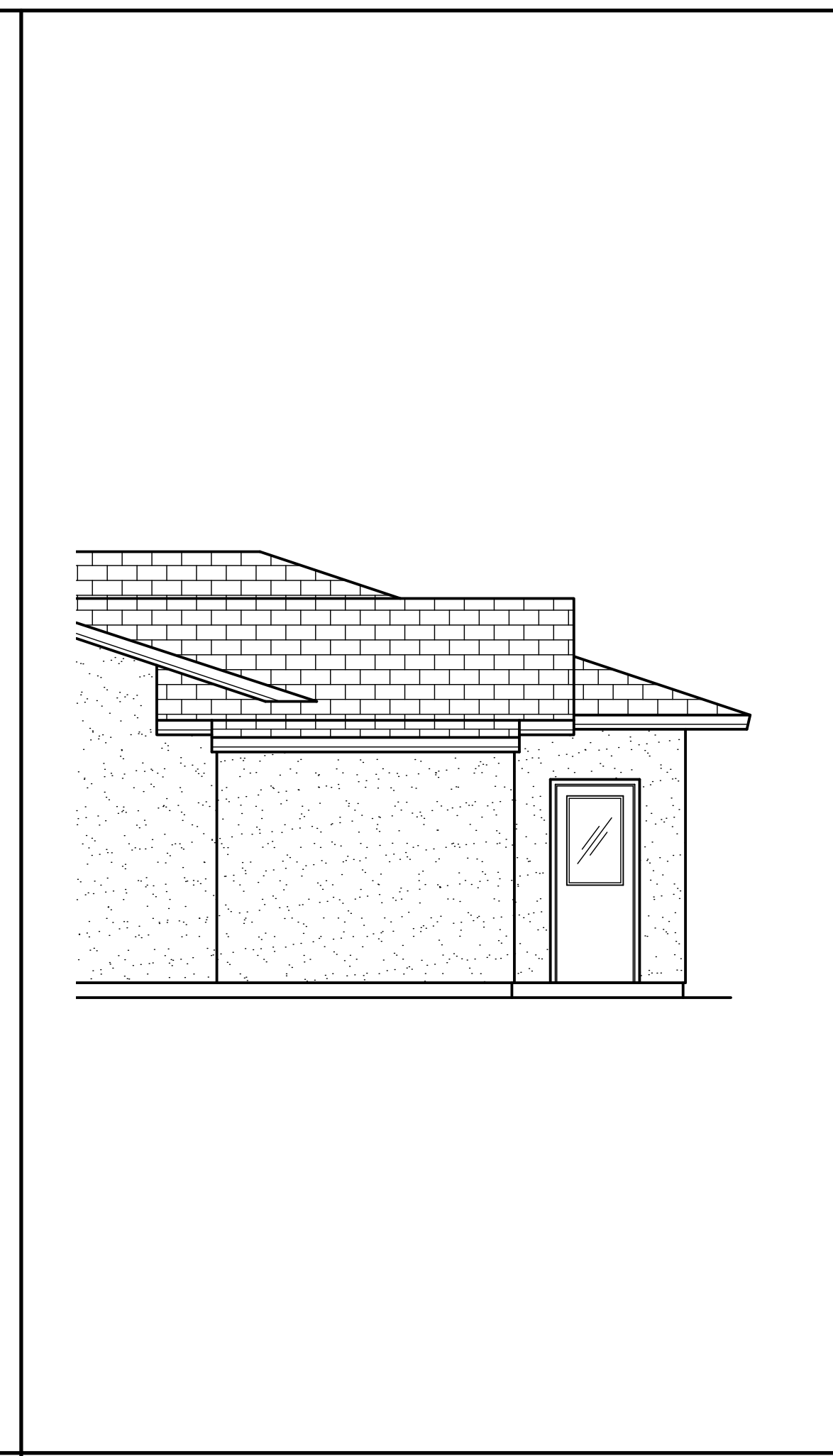
**EXISTING FLOOR PLAN**

SCALE: 1/4" = 1'-0"



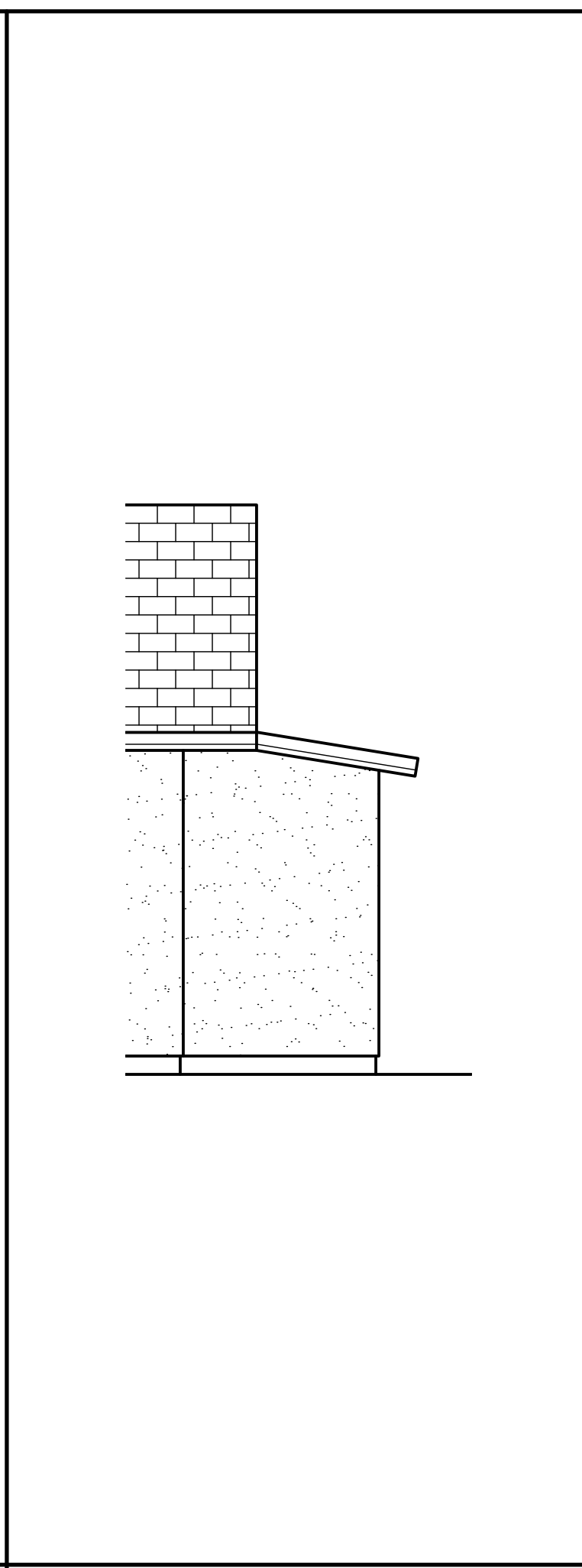
**LEFT ELEVATION**

SCALE: 1/4" = 1'-0"



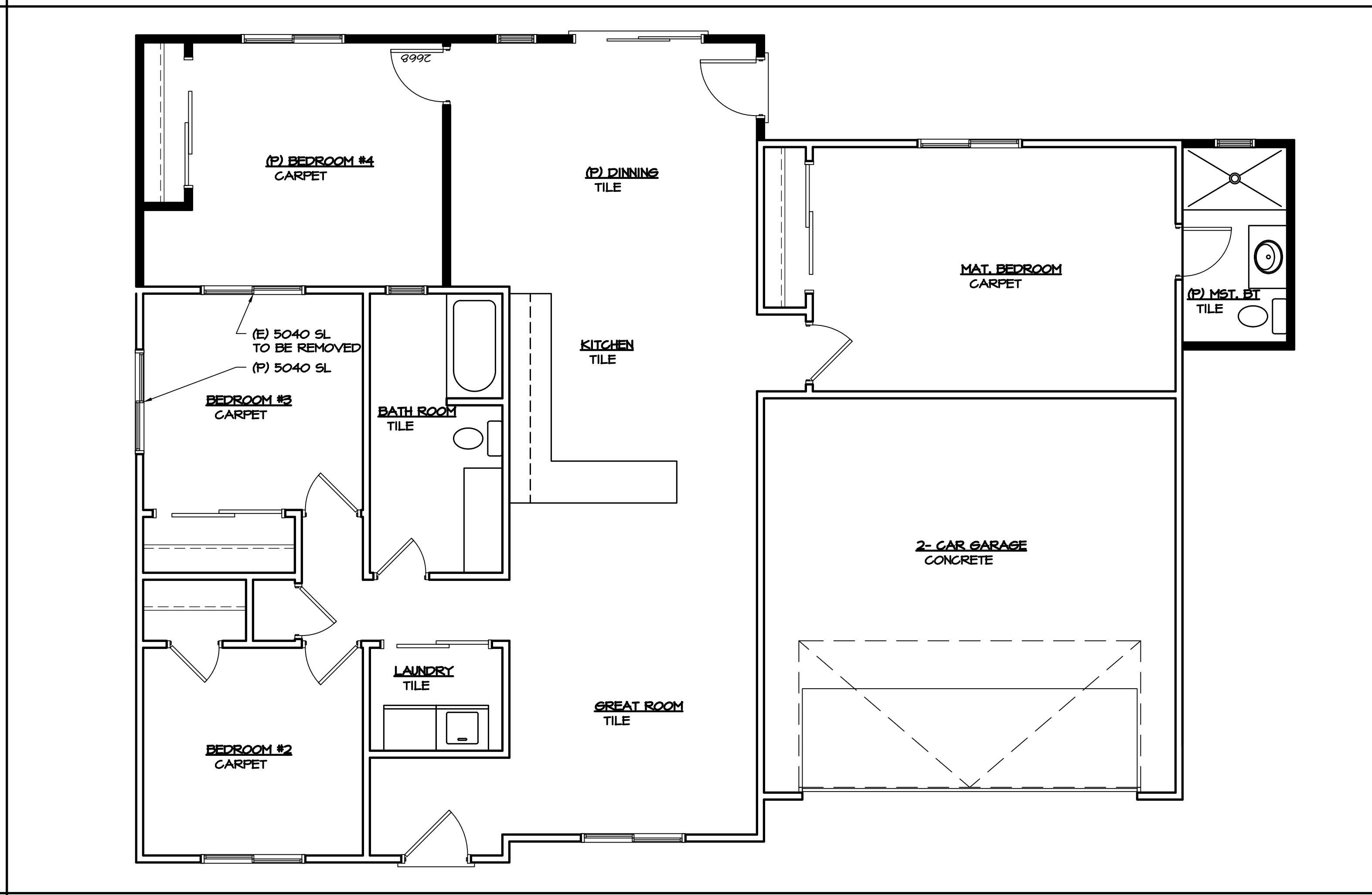
**RIGHT ELEVATION**

SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**

SCALE: 1/4" = 1'-0"



**EXISTING FLOOR PLAN W/ ADDITION**

SCALE: 1/4" = 1'-0"

BATH ADDITION & PORCH ENCLOSURE FOR:

EUSTACIO CUIRIEL  
2937 DEVIN COURT, LIVE OAK, CA

**Cannada**  
DRAFTING & DESIGN  
DANILO CANO  
2124 ALICIA AVE. SUITE 101, CA 92022  
(951) 715-5821 | cdcannadadrafting.com

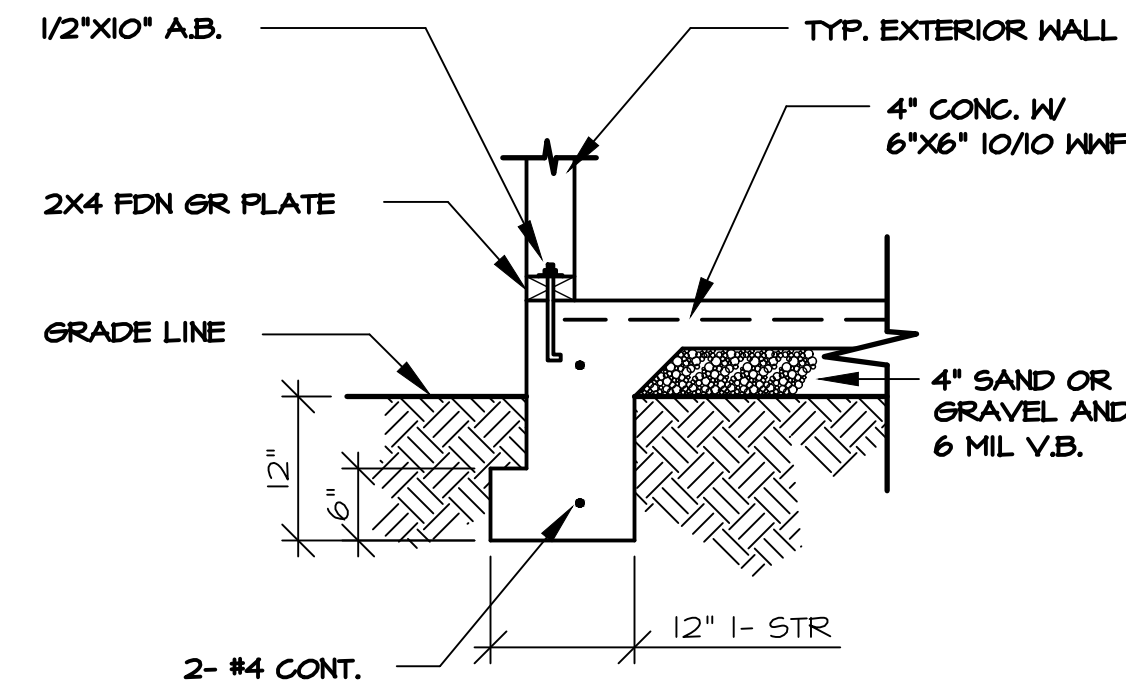
DATE: 08/01/18  
DRAWN: D. CANNADA  
JOB: IND-346

SHEET  
**AI**  
OF X

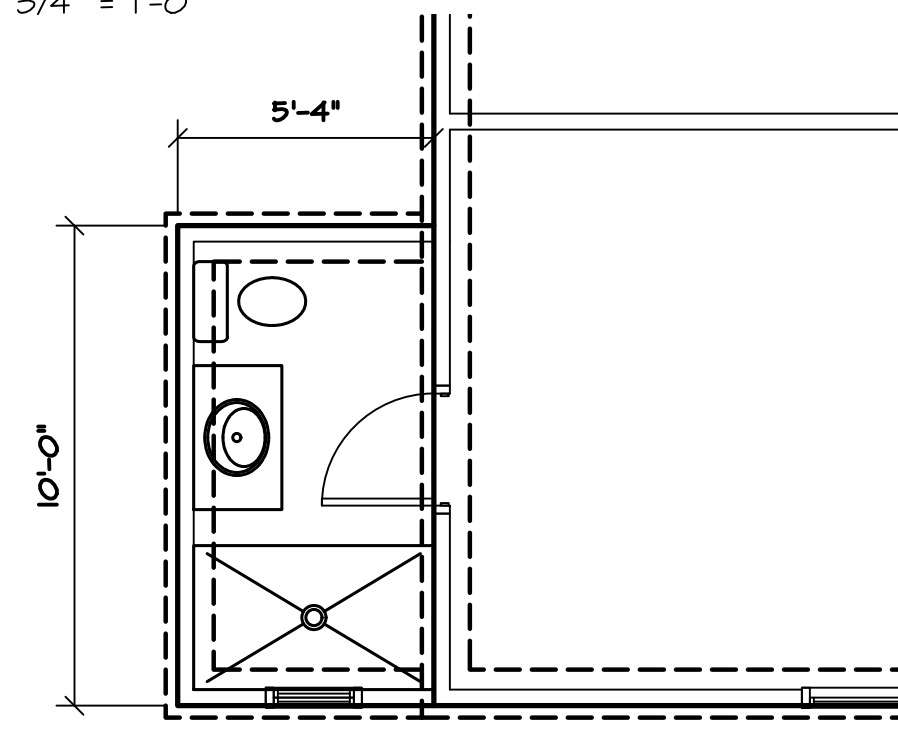


# FOUNDATION NOTES

- ALL CONCRETE SHALL HAVE A MINIMUM 28 DAY STRENGTH OF 2500 PSI.
- CEMENT SHALL CONFORM TO ASTM C-150 TYPE II
- CONCRETE AGGREGATES SHALL CONFORM TO ASTM C-33.
- ALL REINFORCING STEEL SHALL BE ASTM A-615, GRADE 40 MINIMUM (F<sub>s</sub> = 20,000 PSI) UNLESS OTHERWISE NOTED. MINIMUM LAP SPLICE SHALL BE 40 DIA. UNLESS OTHERWISE NOTED. PROVIDE 3" CLEAR BETWEEN REINFORCING STEEL AND EARTH AT ALL CONDITIONS
- ALL FOOTINGS SHALL BE PLACED AGAINST FIRM UNDISTURBED SOIL AT A DEPTH BELOW GRADE AS SHOWN IN THE DRAWINGS.
- ALLOWABLE SOIL BEARING VALUES OF 1,000 POUNDS PER SQUARE FOOT WERE USED IN THE DESIGN OF FOOTINGS, UNLESS NOTED BY ENGINEER
- WIRE FABRIC SHALL BE AS INDICATED ON THE PLANS AND CONFORMING TO ASTM A-105.
- SEE DRAWINGS FOR MISCELLANEOUS IRON AND STEEL, ETC. TO BE CAST IN CONCRETE, LOCATIONS OF FLOOR FINISHES AND SLAB DEPRESSIONS. TILE FLOOR AREAS SHALL BE SEPARATED FROM ADJACENT SLAB AREAS WITH A CONTROL OR DEEP JOINT.
- PIPES MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES OR OTHER APPROVED METHOD, BUT MAY NOT BE EMBEDDED THEREIN.
- ALL HARDWARE SPECIFIED ON THE FOUNDATION PLAN SHALL BE SIMPSON STRONG-TIE UNLESS OTHERWISE NOTED. ALL FASTENERS USED ON THIS HARDWARE SHALL BE AS RECOMMENDED BY THE MANUFACTURER.
- THE DISTANCE FROM THE CENTER OF THE HOLDDOWN STRAP TO THE NEAREST CONCRETE CORNER SHALL BE PER MANUFACTURER'S REQUIREMENTS
- ALL ANCHOR BOLTS SHALL BE ASTM A-307 1/2"x10" MINIMUM AND PLACED WITH 12 INCHES OF ALL SPLICES, ENDS, AND CORNERS. THE MAXIMUM ANCHOR BOLT OR MIDSILL ANCHOR SPACING SHALL BE 6'-0" ON CENTER UNLESS OTHERWISE NOTED. PROVIDE 2X2X3/16" STEEL PLATE WASHERS. MINIMUM ANCHOR BOLT EMBEDMENT SHALL BE 7 INCHES. SEE FOUNDATION PLAN AND SHEARWALL SCHEDULE FOR SPECIFIC REQUIREMENTS.
- BOTTOM OF ALL FOOTING TRENCHES SHALL BE CLEAN AND LEVEL.
- VERIFY ALL DIMENSIONS WITH FLOOR PLAN. ANY DISCREPANCIES SHALL BE CALLED TO THE ATTENTION OF THE DESIGNER AND SHALL BE RESOLVED BEFORE PROCEEDING IN THE WORK.
- THE MAXIMUM DISTANCE FROM A CRAWL SPACE TO ANY PLUMBING TRAP SHALL BE 20 FEET.
- FOUNDATION VENTS, WHEN REQUIRED, SHALL BE LOCATED PER SECTION 2516 (c) UBC. UNDERFLOOR VENTILATION SHALL EQUAL 1/50 OF FLOOR AREA.
- WHERE 1/2"x10" ANCHOR BOLTS HAVE NOT BEEN PROPERLY LOCATED, USE 1/2" DIAMETER ALL-THREAD AND SIMP. SET EPOXY WITH 1/4" MIN. EMBEDMENT INSTALL PER MFR'S RQMTS. VERIFY INSP. RQMTS WITH BLDG. DEPT.
- FOUNDATION PLATES AND SILLS SHALL BE FOUNDATION GRADE PER SECTION 2306.4, UBC
- PLUMBING FIXTURES SHOWN FOR REFERENCE ONLY - SEE FLOOR PLAN FOR LOCATIONS
- SIMPSON STRONG-TIE MAS OR EQUAL MIDSILL ANCHORS MAY BE SUBSTITUTED FOR ANCHOR BOLTS AS ALLOWED BY MANUFACTURER. SEE MANUFACTURER'S INSTALLATION REQUIREMENTS FOR SPACING AND INSTALLATION
- ANCHOR BOLTS, HOLDOWN ANCHORS, REINFORCING STEEL AND FORMS SHALL BE IN-PLACE AND AT JOB SITE LOCATION PER SECTION 1025.2, UBC. ANCHOR BOLTS AND HOLDOWN ANCHORS SHALL BE SET WITH TEMPLATES AS REQUIRED BY MANUFACTURER AND LOCAL JURISDICTION NOTE. VERIFY WITH LOCAL JURISDICTION PRIOR TO FOUNDATION INSPECTION IF "NET SETTINGS" OF ANCHOR BOLTS IS ALLOWED
- ALL SILL PLATES TO BE TREATED



TYP. PERIMETER BEARING FOOTING



DESIGN SOIL BEARING CAPACITY = 1500 PSF.  
ALL CONCRETE SLABS TO BE (U.N.O.):

- 4" THICK
- 6"x6", #10 MESH WELDED WIRE FABRIC
- 10 MIL VISQUEEN VAPOR BARRIER
- 4" GRAVEL BASE
- BUILT ON UNDISTURBED OR ENGINEERED SOIL

## FOUNDATION PLAN (N) BATHROOM

SCALE: 1/4" = 1'-0"

## EXISTING FOUNDATION

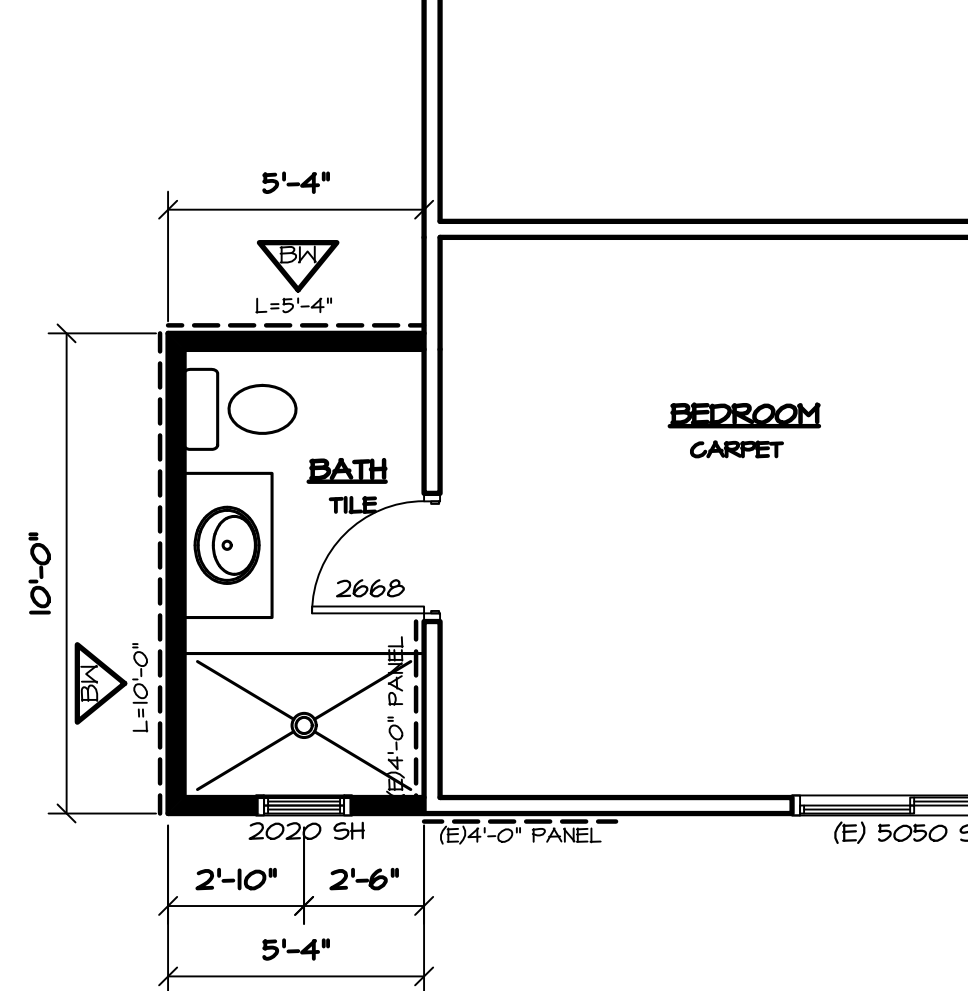
SCALE: 1/4" = 1'-0"

# GENERAL BUILDING NOTES

- CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE FOLLOWING CODES AND ORDINANCES:
  - 2013 CALIFORNIA RESIDENTIAL CODE (CRC)
  - 2013 CALIFORNIA MECHANICAL CODE (CMC)
  - 2013 CALIFORNIA PLUMBING CODE (CPC)
  - 2013 CALIFORNIA GREEN BUILDING CODE (CBC)
  - 2013 CALIFORNIA ENERGY CODE
  - 2013 CALIFORNIA FIRE CODE (CFC)
  - 2013 CALIFORNIA ELECTRICAL CODE (CEC)
- DRAWINGS MAY NOT ALWAYS BE TO SCALE. NOTED DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DIMENSIONS
- DISCREPANCIES IN THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGNER AND OR ENGINEER, PRIOR TO PROCEEDING WITH CONSTRUCTION
- NOTES THROUGHOUT THIS SET OF PLANS SHALL APPLY TO ALL SHEETS, WHERE NOTE IS APPLICABLE
- DRAWINGS INDICATE GENERAL AND TYPICAL DETAILS FOR CONSTRUCTION. WHERE CONDITIONS ARE NOT SPECIFICALLY SHOWN BUT ARE OF SIMILAR CHARACTER TO DETAILS SHOWN, SIMILAR DETAILS OF CONSTRUCTION SHALL APPLY
- ALL EXTERIOR DOORS AND WINDOWS SHALL BE WEATHER STRIPPED. ALL JOINTS AND PENETRATIONS SHALL BE CAULKED AND SEALED
- AFTER INSTALLING THE INSULATION, THE INSTALLER SHALL POST IN A CONSPICUOUS LOCATION AN INSULATION CERTIFICATE SIGNED BY THE INSTALLER AND THE BUILDER STATING THAT "THE INSTALLATION CONFORMS WITH THE REQUIREMENTS OF TITLE 24, PART 2, CHAPTER 2-53 OF THE CALIFORNIA ADMINISTRATION CODE"
- THE INSULATION INSTALLED SHALL CONFORM TO FLAME-SPREAD RATING AND SMOKE DENSITY REQUIREMENTS OF SECTION 707.3 OF THE 2013 CRC
- PROVIDE BATT INSULATION IN THE CEILING WHERE THE SLOPE EXCEEDS 2 1/2
- PROVIDE FLASHING AT ROOF JUNCTIONS TO VERTICAL SURFACES, INCLUDING WALLS, SKYLIGHTS, FIREPLACE CHIMNEY AND MECHANICAL CURBS
- NAILING SHALL CONFORM TO THE NAILING SCHEDULE REQUIREMENTS OF THE 2013 CRC UNLESS SPECIFICALLY NOTED ON THE PLANS
- ALL FRAMING HARDWARE SHALL BE SIMPSON STRONG-TIE OR EQUAL, AS NOTED ON PLANS. HARDWARE SHALL BE INSTALLED PER THE MANUFACTURER'S SPECIFICATIONS
- OPENINGS IN THE RATED GARAGE CEILING ASSEMBLY SHALL BE 1/2" GYPSUM BOARD EXCEPTION TO SECTION R302.5 CRC 2013 & R302.6 CRC 2013
- GYPSUM WALL BOARD SHALL NOT BE INSTALLED ON EXTERIOR SURFACES PER 2013 CRC
- WHEN GYPSUM BOARD IS INSTALLED AS A BASE FOR TILE OR WALLS PANELS AT TUB, SHOWER OR WATER CLOSET COMPARTMENT WALLS, WATER-RESISTANT BACKING BOARD SHALL BE INSTALLED PER 2013 CRC
- WATER-RESISTANT GYPSUM BACKING BOARD SHALL NOT BE INSTALLED IN THE FOLLOWING LOCATIONS:
  - A. OVER A VAPOR RETARDER
  - B. IN AREAS SUBJECT TO CONTINUOUS HIGH HUMIDITY, SUCH AS SAUNAS, STEAM ROOMS OR GANG SHOWERS
  - C. ON CEILINGS WHERE FRAME SPACING EXCEEDS 12" O.C.
  - D. SHOWERS AND TUB/SHOWER UNITS SHALL BE PROVIDED WITH A PRESSURE BALANCE OR THERMOSTATIC MIXING VALVE CONTROLS PER 2013 CRC
- A PERMANENT LANDING IS REQUIRED AT THE EXTERIOR SIDE OF ALL EXTERIOR DOORS THE LANDING MUST BE AS WIDE AS THE DOOR AND EXTEND AT LEAST 36" OUT WITH A MIN. SLOPE OF 2%, PER 2013 CRC SEC R311.3
- GLAZING WITHIN 18" OF FLOOR AND WITHIN 24" OF A DOOR SHALL BE TEMPERED PER 308.4.3 CRC. GLAZING WITHIN 60" OF A DRAIN AND TUB/SHOWER ENCLOSURES SHALL BE TEMPERED PER 2013 CRC R308
- SHOWERS AND TUBS TO HAVE 12" MIN. HARD SURFACE A.F.F., PER CRC R307.2

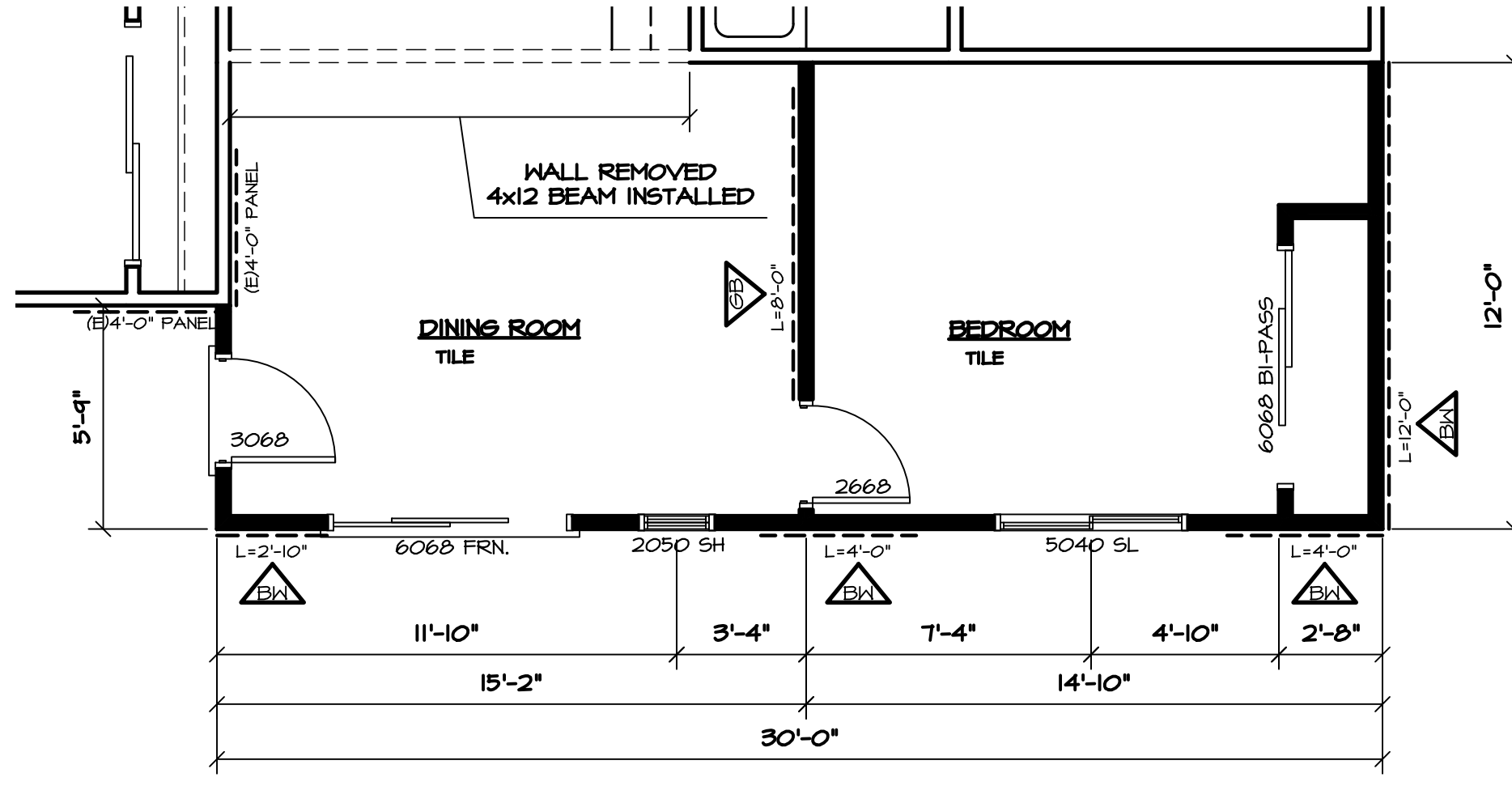
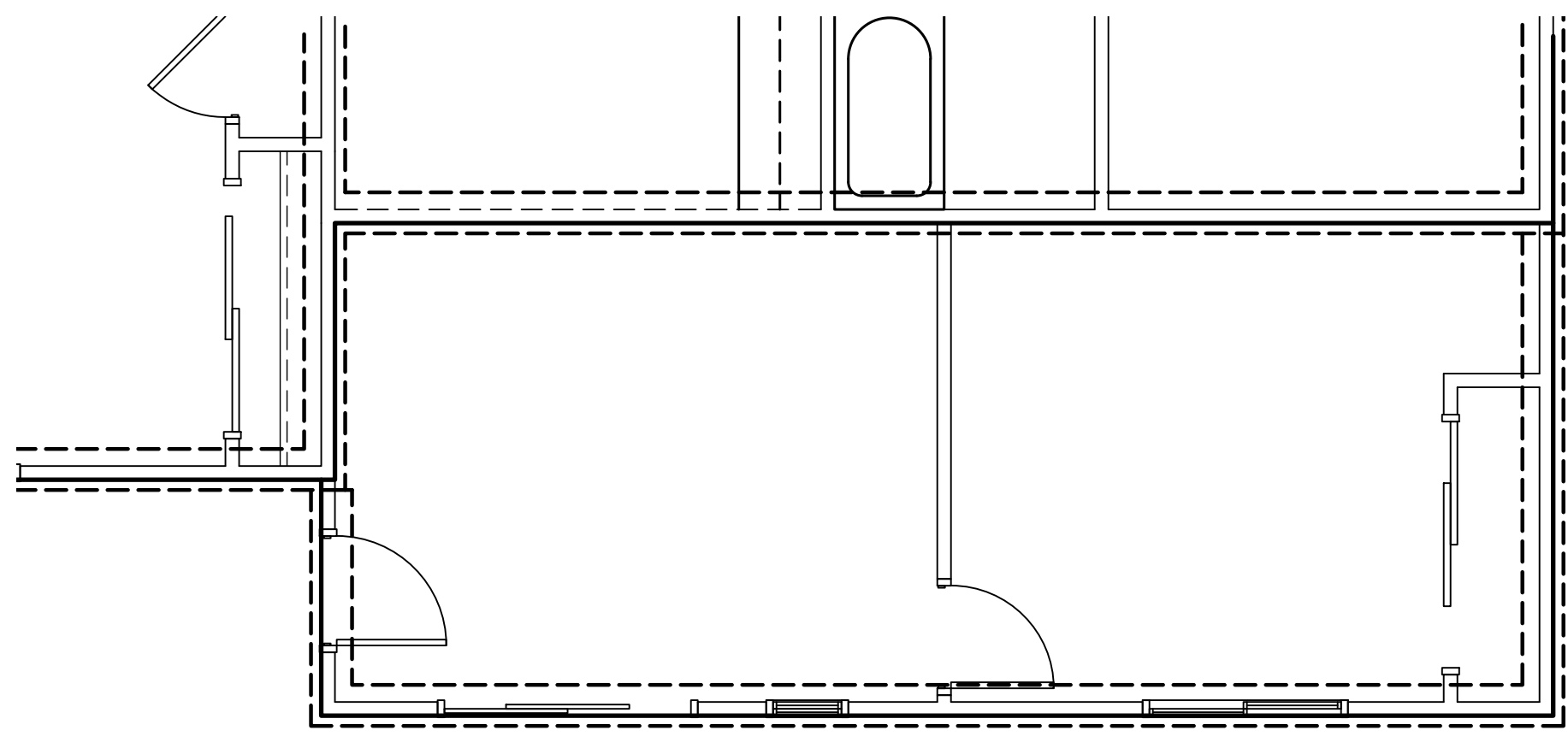
# BWS & NOTES

- BN** 3/8" PLND. NAILED WITH 8d COMMONS AT 6" O.C. BDRY. AND 12" O.C. FIELD AND 1/2"x12" A.B. AT 32" O.C.
  - EB** 1/2" GYP BROAD WITH 1" GALVANIZED ROOFING NAIL OR 1 1/4" LONG GALVANIZED STAPLE OR 1 1/4" SCREWS, TYPE W OR S @ 12" O.C. EDGE & FIELD WITH 1/2" x 12" A.B. @ 32" O.C. MAX.
- OSB MAY BE SUBSTITUTED FOR PLYWOOD
  - 8d COMMONS SHALL HAVE A MINIMUM SHANK DIAMETER OF .131"
  - 16d COMMONS SHALL HAVE A MINIMUM SHANK DIAMETER OF .162" NAILED WITH 8d AT 6" AND 12" TYPICAL
  - SUB-SIDING NOT CALLED OUT IN SCHEDULE SHALL BE 3/8" PLND.
  - ANCHOR BOLTS NOT CALLED OUT IN SCHEDULE SHALL BE 1/2"x10" A.B. AT 12" O.C. MAXIMUM



## FLOOR PLAN (N) BATHROOM

SCALE: 1/4" = 1'-0"



## FLOOR PLAN (E) COVERED PATIO ENCLOSED

SCALE: 1/4" = 1'-0"



REVISIONS	BY

BATH ADDITION & PORCH ENCLOSURE FOR:  
EUSTACIO CUIRIEL  
2937 DEVIN COURT, LIVE OAK, CA

**Cannada**  
DRAFTING & DESIGN  
10110 S. MARIANA  
2324 CALIFORNIA AVE. SUITE 101, CA 92652  
(951) 715-5282 | cdd@canadadrafting.com

DATE: 08/01/18  
DRAWN: D. CANNADA  
JOB: IND-396  
SHEET

A2  
OF X

# GENERAL ROOF NOTES

- TRUSS MANUFACTURER: (SEE ATTACHED TRUSS ENGINEERING) TRUSS LAYOUT SHOWN IS FOR REFERENCE ONLY - REFER TO ACTUAL TRUSS ENGINEERING FOR INSTALLATION, HARDWARE AND BRACING REQUIREMENTS
- DEFERRED TRUSS ENGINEERING MUST BE SUBMITTED TO THE BUILDING DEPT. AND APPROVED PRIOR TO INSTALLATION AND INSPECTION
- REFER TO TRUSS DIAGRAMS FOR MANUFACTURERS WEB BRACING LOCATIONS AND GIRDER GIRDER STITCH NAILING
- EAVE AND GABLE VENTS SHALL BE PROTECTED BY 1/4" CORROSION-RESISTANT WIRE MESH
- PROVIDE 1/8" GAP AT ROOF SHEATHING PANEL EDGE. REFER TO MANUFACTURERS INSTALLATION REQUIREMENTS
- FRAMING FOR CALIFORNIA FILL AREAS SHALL BE 2X6 DF#2 AT 24" O.C.
- EXTEND SOLID SHEATHING THROUGH ALL VALLEY AREAS AT CALIFORNIA FILL TO TRUSS ROOF
- PROVIDE A MINIMUM OF 22X30 OPENING INTO ALL ATTIC AREAS
- PROVIDE ATTIC VENTILATION IN ACCORDANCE WITH CRC. VENTILATION SHALL BE 1 SQ.FT. PER 150 SQ.FT. OF ATTIC AREA OR 1 SQ.FT. PER 300 SQ.FT. WHERE AT LEAST 50% OF THE REQUIRED VENTILATION IS LOCATED IN THE UPPER PORTION OF THE ATTIC AND 36" ABOVE THE EAVE VENTS PROVIDE CROSS VENTILATION
- ALL HARDWARE SHALL BE SIMPSON STRONG-TIE OR EQUAL AND AS SPECIFIED PER TRUSS MANUFACTURER
- BOUNDARY NAILING (E.N.) IS REQUIRED AT ALL BRACE WALL LINES, DRAG-TIE LINES, DIAPHRAGM LINES, BLOCKING AND FRAMING MEMBERS AROUND OPENINGS

## ROOF SHEATHING NOTE

1/2" CDX PLYWOOD SHEETING OR 15/32" OSB SHEETING. NAIL ALL SUPPORTED EDGES WITH 2d COMMON @ 6" O.C., NAIL FIELD WITH 2d COMMON @ 12" O.C. (PLYWOOD CLIPS @ MIDSPAN ARE OPTIONAL) 1/8" MIN. GAP BETWEEN PLYWOOD IS REQUIRED. SEE TABLE 2306.3 OF 2010 CBC.

## HEADER TABLE

4'-0" MAX	4x6 #2 D.F.L.
6'-0" MAX	4x10 #2 D.F.L. UNO.

## VENT NOTES:

ROOF AREA	493 SQ.FT.	TOTAL VENTILATING AREA SHALL NOT BE LESS THAN 1/150 OF THE ATTIC AREA
VENT AREA	3.28 SQ.FT.	

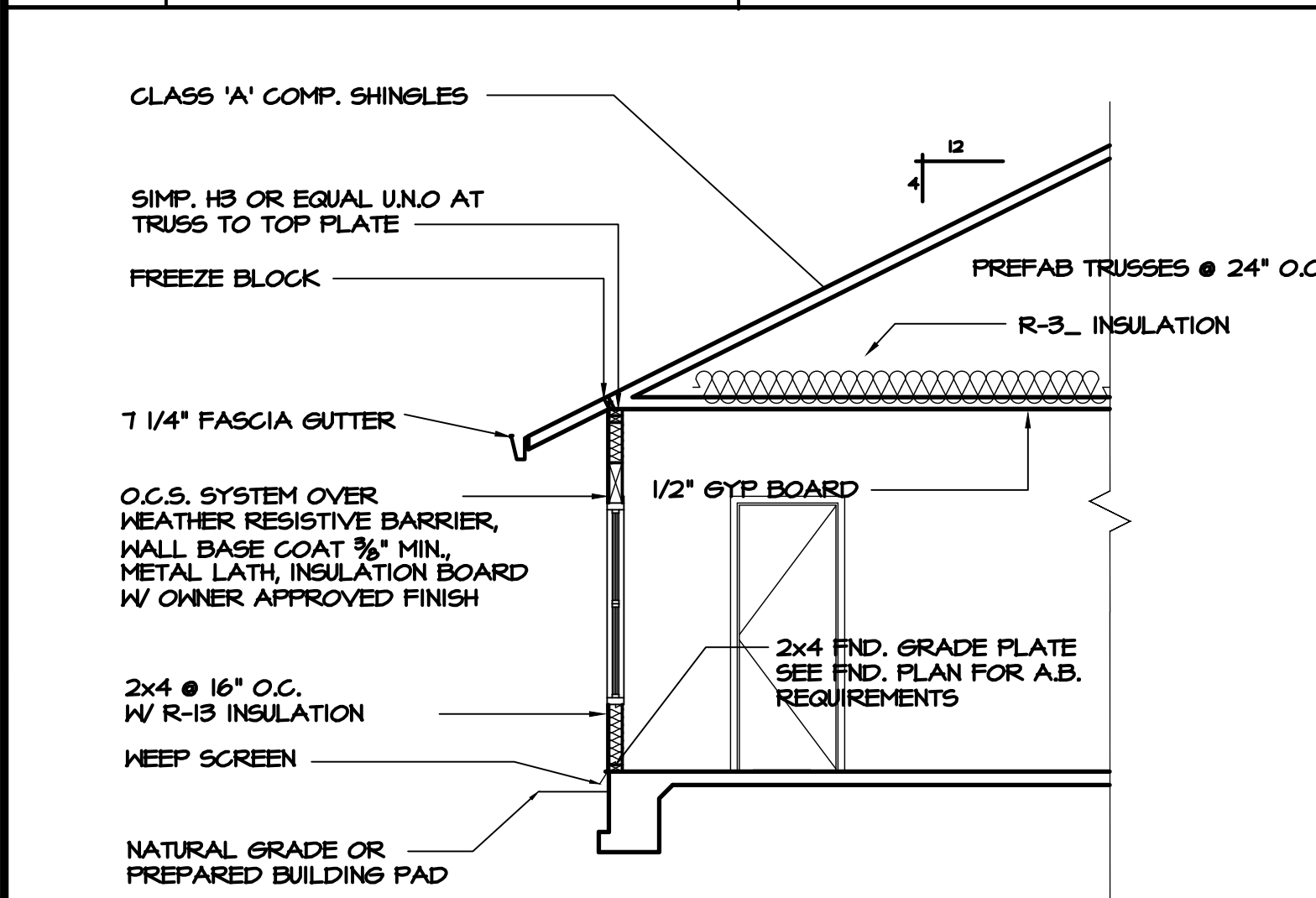
(6) SIX 3.5x22 EAVE RAFTER VENTS (3.2 SQFT) AROUND PERIMETER OF ROOF  
 (1) ONE 18" x 18" GABLE END VENT (2.25 SQFT) IN TOP 1/3 OF ROOF

## ROOF FRAMING PLAN NOTES

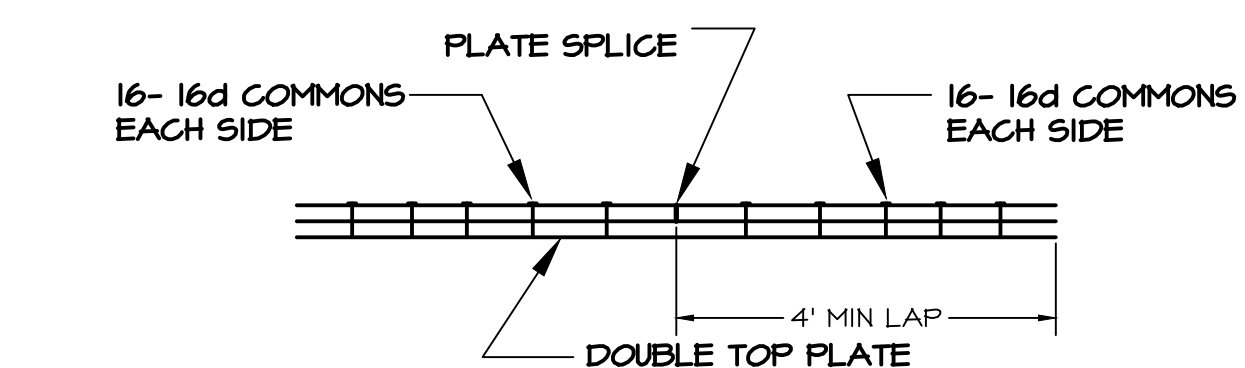
- SEE SHEAR PLAN OR FLOOR PLAN FOR SHEAR PANEL LOCATIONS.
- SHEATH ALL EXTERIOR SHEAR WALLS W/ 1/2" OSB @ 24" O.C. EDGE AND 8D @ 12" O.C. FIELD NAILING. SEE SHEAR WALL AND BRACED PANEL SCHEDULES FOR ADDITIONAL REQUIREMENTS.
- ALL FRAMING SHALL BE INSTALLED IN COMPLIANCE W/ 2016 CBC PROVISIONS.
- ALL HARDWARE SPECIFIED SHALL BE SIMPSON STRONG-TIE AND SHALL BE INSTALLED PER MFR'S RECOMMENDATIONS.
- ALL BEAMS AND HEADERS SHALL BE SUPPORTED WITH FULL BEARINGS. USE DF-L NO. 2 SUPPORTS, UNO.
- ALL DOUBLE TOP PLATES OF BEARING WALLS SHALL BE #2 DF-L. FOR DESIGNATED SHEAR WALL LINES, LAP SPLICES SHALL BE 48" W/ 12-16D OR CSC16 X 42" STRAP, UNO.

## BEAM TABLE

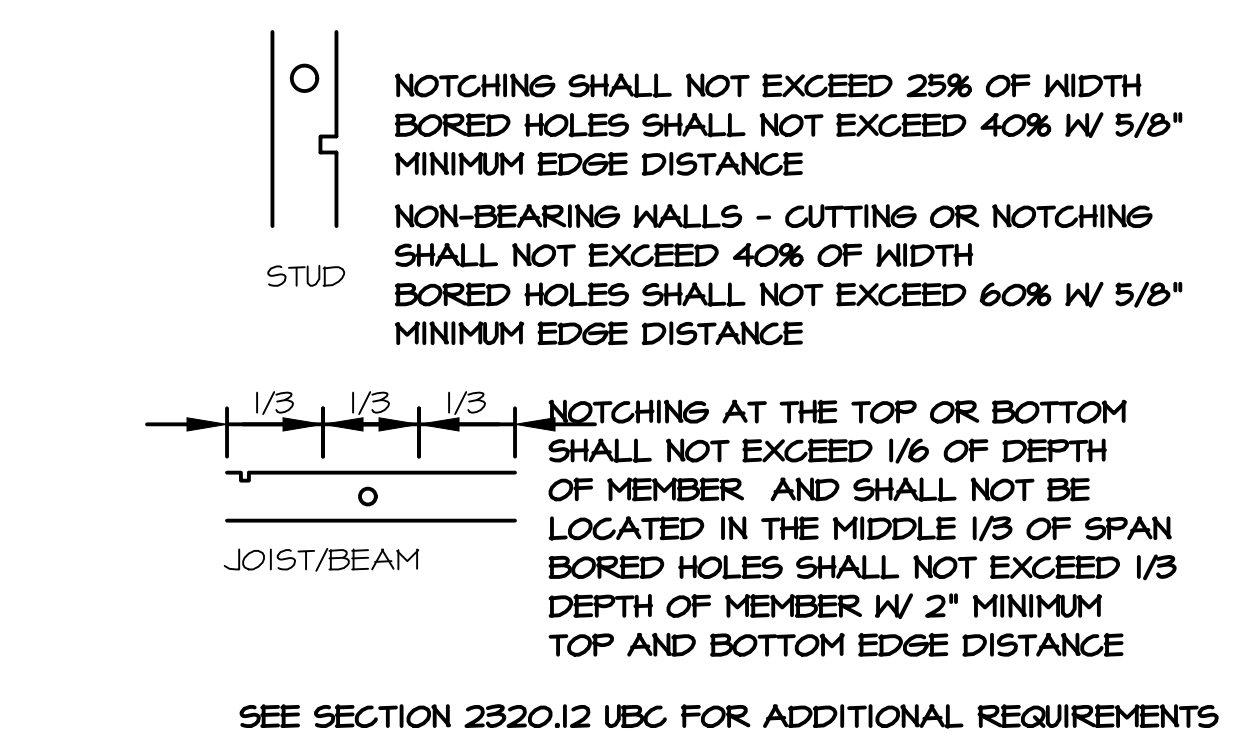
BEAM #	SIZE	LOCATION



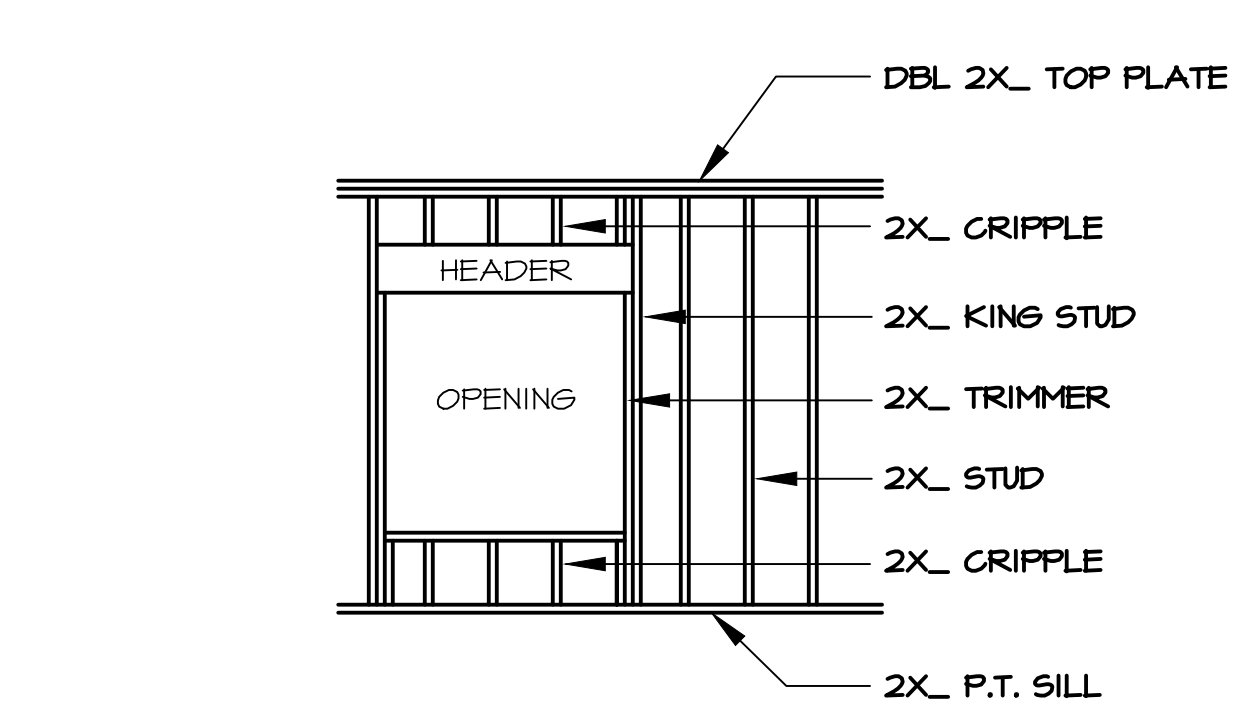
1 TYP. SECTION  
 FILE: TYP. SECTION SCALE: 3/8" = 1'-0"



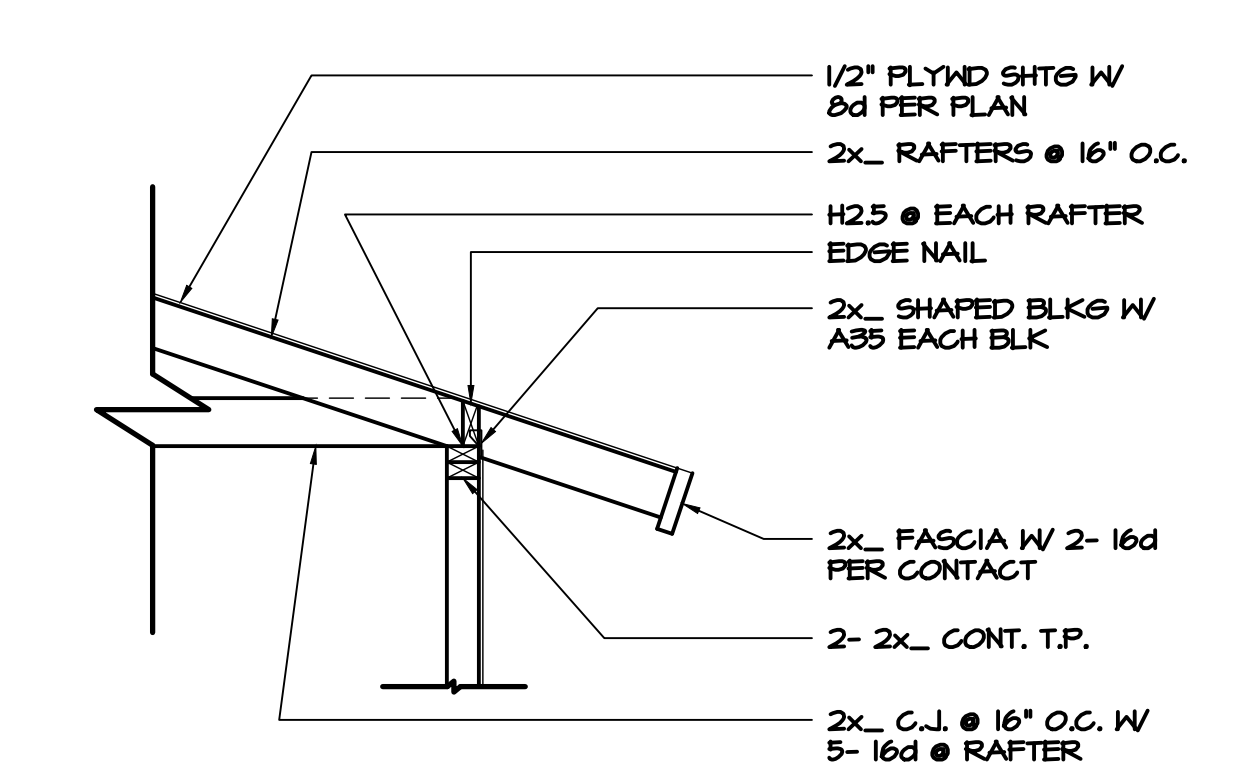
1 TOP SPLICE CONNECTION  
 N.T.S.



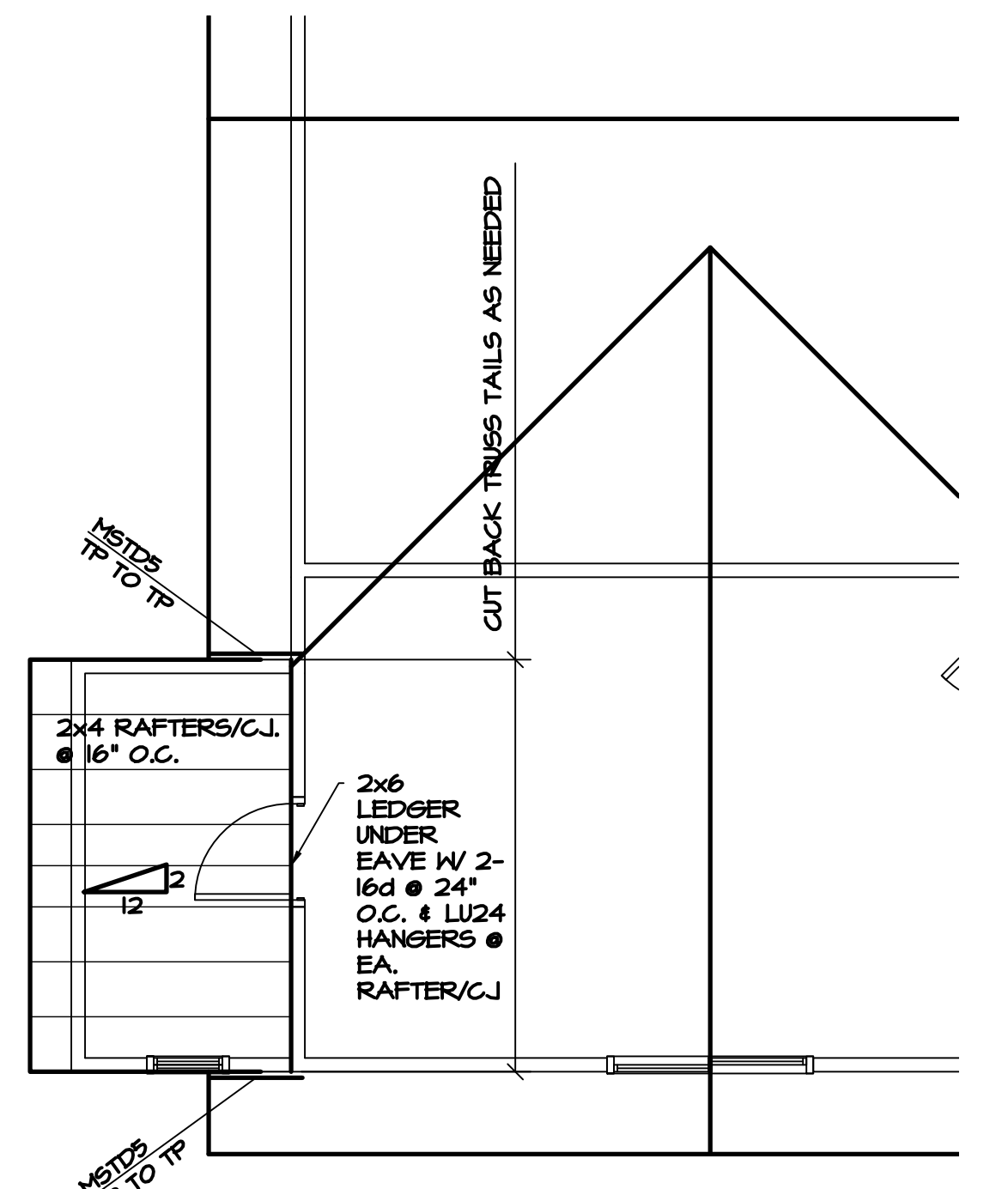
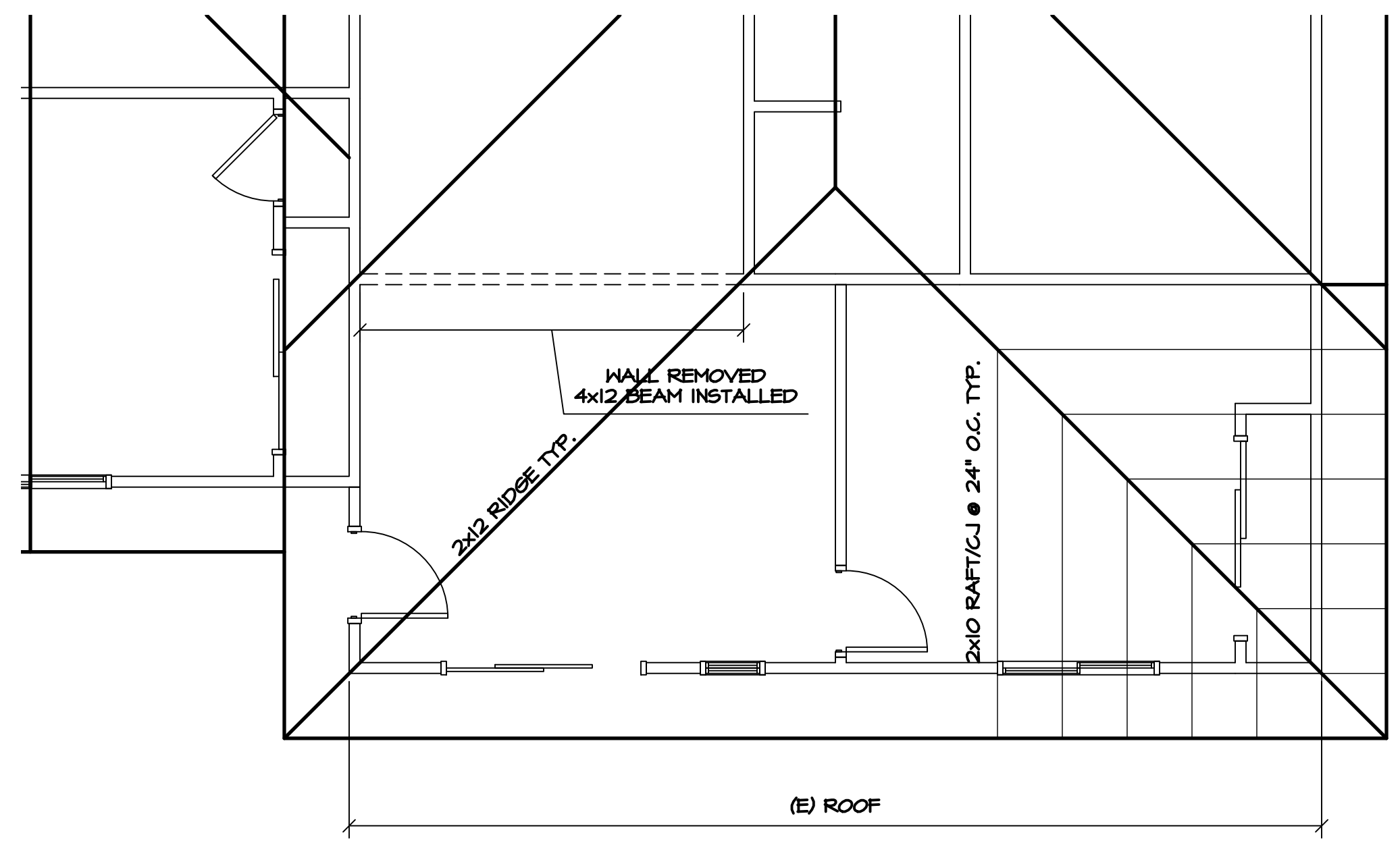
2 TYP. BORE/NOTCHING DTL.  
 N.T.S.



2 TYP. HEADER DTL.  
 N.T.S.



ROOF CONNECTION TYP.  
 1/2" = 1'-0"



## ROOF PLAN

SCALE: 1/4" = 1'-0"

**Cannada**  
 DRAFTING & DESIGN  
 2324 CALIFORNIA AVE. SUITE 201, CA 94022  
 (510) 715-5821 | cdc@canadadrafting.com

REVISIONS	BY

BATH ADDITION & PORCH ENCLOSURE FOR:  
 EUSTACIO CUIRIEL  
 2937 DEVIN COURT, LIVE OAK, CA

**Cannada**  
 DRAFTING & DESIGN  
 DATE: 08/01/18  
 DRAWN: D. CANNADA  
 JOB: IND-396  
 SHEET: A3 OF X

## GENERAL ELECTRICAL NOTES

- AN EXHAUST HOOD IS REQUIRED OVER THE COOK STOVE AND MUST BE VENTED TO THE EXTERIOR. THE HOOD IS TO BE INSTALLED PER MANUFACTURER'S REQUIREMENTS WITH CLEARANCES PER THE RANGE/COOKTOP MANUFACTURER'S INSTALLATION. FOR DOWN DRAFT EXHAUST TYPE UNITS, INDICATE THE ROUTING OF THE UNDERFLOOR DUCT TO POINT OF TERMINATION (36" CLEAR Laterally FROM ANY OPENABLE WINDOW) AND A MIN. 100 CFM
- 200 AMP MAIN ELECTRICAL PANEL, W/ METER, GAS SERVICE METER, MAIN CABLE TV JUNCTION BOX AND MAIN TELEPHONE JUNCTION BOX SHALL TYPICALLY BE LOCATED ALONG THE SAME EXTERIOR WALL. FIELD VERIFY LOCATION OF SERVICES, PRIOR TO START OF CONSTRUCTION AND SERVICES LOCATED IN SHEAR WALLS SHALL BE APPROVED BY ENGINEER OF RECORD, IF REQUIRED BY LOCAL JURISDICTION
- PROVIDE TWO SMALL APPLIANCE CIRCUITS FOR THE KITCHEN, DINING ROOM, AND BREAKFAST NOOK PER 2013 CEC. THE REQUIRED SMALL APPLIANCE CIRCUITS SHALL NOT SUPPLY DISPOSAL, DISHWASHER, OR OTHER LARGE APPLIANCES
- BATHROOM RECEPTACLES SHALL BE SUPPLIED BY A SEPARATE 20 AMP CIRCUIT AND SHALL NOT HAVE EXHAUST FAN, LIGHTING OR OTHER OUTLETS ON IT PER ARTICLE 210-52 (d), NEC
- PROVIDE 4-WIRE RECEPTACLES FOR ALL RANGE, OVENS, AND CLOTHES DRYERS PER ARTICLE 250-60, NEC
- HVAC EQUIPMENT INSTALLED IN THE ATTIC SHALL COMPLY WITH THE FOLLOWING:
  - TRUSS ENGINEERING SHALL SHOW LOADING FOR EQUIPMENT AND PLATFORM LOCATION
  - PLATFORM SHALL BE A MINIMUM OF 5/8" OSB AND SHALL COMPLY WITH THE ACCESS REQUIREMENTS OF 2013 CMC
  - PROVIDE A MINIMUM OF 22"x30" ATTIC ACCESS PER SECTION 2013 CMC
  - PROVIDE 120V SERVICE RECEPTACLE WITHIN 25' EQUIPMENT PER SECTION 2013 CMC
  - PROVIDE LIGHT AND SWITCH AT ATTIC ACCESS PER SECTION 2013 CMC
- SMOKE DETECTORS SHALL BE WIRED IN TANDEM AND INSTALLED IN ACCORDANCE WITH SECTION 2013 CRC
- INCANDESCENT LIGHT FIXTURES IN WALK-IN CLOSETS SHALL BE 18" MINIMUM FROM FACE OF SHELVES. FLUORESCENT FIXTURES SHALL BE 6" MINIMUM FROM FACE OF SHELVES
- FLUORESCENT FIXTURES LOCATED IN THE KITCHEN AND BATHROOM SHALL BE CAPABLE OF PRODUCING 40 LUMENS PER WATT MAXIMUM
- EXHAUST LIGHT FANS INSTALLED OVER TUB AND OR TUB/SHOWER UNITS SHALL BE APPROVED FOR NET LOCATIONS
- EXHAUST FANS SHALL BE EQUIPED WITH BACKDRAFT CONTROL DAMPERS
- CARBON MONOXIDE DETECTOR TO BE INSTALLED PER SECTION R315 2013 CRC
- BATHROOM EXHAUST FAN TO BE ENERGY STAR LABELED PER ASHRAE 62.2
- TAMPER-RESISTANT RECEPTACLES IN DWELLING UNITS. IN ALL AREAS SPECIFIED IN THE 2013 CALIFORNIA ELECTRICAL CODE ARTICLE 210.52, ALL 125-VOLT, 15- AND 20-AMPERE RECEPTACLES SHALL BE LISTED TAMPER-RESISTANT RECEPTACLES AS PER THE 2013 CALIFORNIA ELECTRICAL CODE ARTICLE 406.11
- FURNACE TO HAVE DEDICATED CIRCUIT PER CEC 422.12
- GARAGE RECEPTACLES ARE TO BE MIN 18" A.F.F.
- CEILING RECEPTACLES ARE TO BE CFI/CGFI CEC210.52(C)
- PROVIDE CAULK OR GASKET @ BATHROOM CEILING EXHAUST FANS PER CA ENERGY STD.
- DRYER DUCT MAX. DEVELOPMENT OF 14'-0" W/ MAX. 2- 90° ELBOWS PER 2010 CMC 504.3.2.2
- DRYER DUCT TO TERMINATE NO CLOSER THAN 36" TO DOOR OR WINDOW PER CMC 504.5
- SEE CMC 802.2.2.4 & 701.2 - 701.3 FOR DRYER VENT AND COMBUSTION AIR REQUIREMENTS.

## SMOKE DETECTOR NOTES:

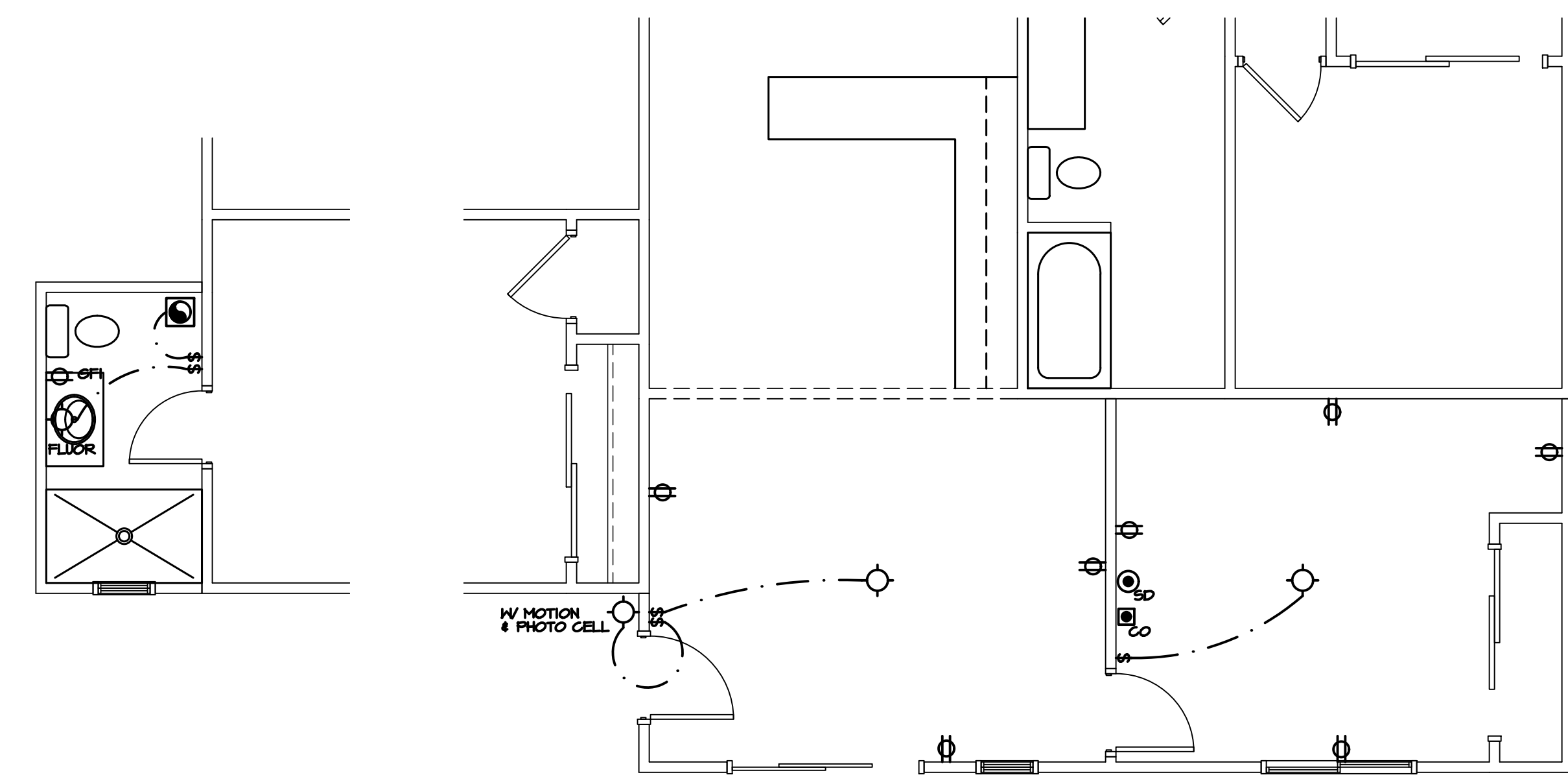
- ALL SMOKE DETECTORS TO BE HARD WIRED W/ BATTERIES BACKUP.
- SMOKE DETECTORS ARE REQUIRED IN ALL EXISTING SLEEPING ROOMS AND THE HALLWAYS OR AREAS LEADING TO EXISTING SLEEPING ROOMS.
- IF NOT PRESENT ALL ROOMS TO BE BROUGHT TO CURRENT CODE.
- ALL SMOKE DETECTORS TO COMPLY W/ CRC R314 & C315.
- ALL BEDROOM OUTLETS TO BE AFCI PROTECTED, INCLUDING LIGHTS, PLUGS, SWITCHES LIGHTS AND SMOKE DETECTOR OUTLETS.
- SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE LOCATED WHERE AMBIENT CONDITIONS, INCLUDING HUMIDITY AND TEMPERATURE, ARE OUTSIDE THE LIMITS SPECIFIED BY THE MANUFACTURER'S PUBLISHED INSTRUCTIONS.
- SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE LOCATED WITHIN UNFINISHED ATTICS OR GARAGES OR IN OTHER SPACES WHERE TEMPERATURES CAN FALL BELOW 40°F (4°C) OR EXCEED 100°F (38°C).
- WHERE THE MOUNTING SURFACE COULD BECOME CONSIDERABLY WARMER OR COOLER THAN THE ROOM, SUCH AS A POORLY INSULATED CEILING BELOW AN UNFINISHED ATTIC OR AN EXTERIOR WALL, SMOKE ALARMS AND SMOKE DETECTORS SHALL BE MOUNTED ON AN INSIDE WALL.
- SMOKE ALARMS OR SMOKE DETECTORS SHALL BE INSTALLED A MINIMUM OF 20 FEET HORIZONTAL DISTANCE FROM A PERMANENTLY INSTALLED COOKING APPLIANCE. EXCEPTION: IONIZATION SMOKE ALARMS WITH AN ALARM SILENCING SWITCH OR PHOTOELECTRIC SMOKE ALARMS SHALL BE PERMITTED TO BE INSTALLED 10 FEET (3 M) OR GREATER FROM A PERMANENTLY INSTALLED COOKING APPLIANCE. PHOTOELECTRIC SMOKE ALARMS SHALL BE PERMITTED TO BE INSTALLED GREATER THAN 6 FEET (1.8 M) FROM A PERMANENTLY INSTALLED COOKING APPLIANCE WHERE THE KITCHEN OR COOKING AREA AND ADJACENT SPACES HAVE NO CLEAR INTERIOR PARTITIONS AND THE LOFT DISTANCES WOULD PROHIBIT THE PLACEMENT OF A SMOKE ALARM OR SMOKE DETECTOR REQUIRED BY OTHER SECTIONS OF THE CODE. SMOKE ALARMS LISTED FOR USE IN CLOSE PROXIMITY TO A PERMANENTLY INSTALLED COOKING APPLIANCE.
- INSTALLATION NEAR BATHROOMS. SMOKE ALARMS SHALL BE INSTALLED NOT LESS THAN 3 FEET (0.91 M) HORIZONTAL DISTANCE FROM THE DOOR OR OPENING OF A BATHROOM THAT CONTAINS A BATHTUB OR SHOWER UNLESS THIS WOULD PREVENT PLACEMENT OF A SMOKE ALARM REQUIRED BY OTHER SECTIONS OF THE CODE.
- SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN A 36 IN. (910 MM) HORIZONTAL PATH FROM THE SUPPLY REGISTERS OF A FORCED AIR HEATING OR COOLING SYSTEM AND SHALL BE INSTALLED OUTSIDE OF THE DIRECT AIRFLOW FROM THOSE REGISTERS.
- SMOKE ALARMS AND SMOKE DETECTORS SHALL NOT BE INSTALLED WITHIN A 36 IN. (910 MM) HORIZONTAL PATH FROM THE BLADE OF A CEILING-SUSPENDED (PADDLER) FAN.

## ELECTRICAL LEGEND

	INCANDESCENT FIXTURE
	FLUORESCENT FIXTURE
	BATHROOM EXHAUST FAN / 50CFM W/ HUMIDISTAT
	SMOKE DETECTOR
	CARBON MONOXIDE DETECTOR
	SWITCH
	120V DUPLEX RECEPTACLE W/ GROUND FAULT CIRCUIT INTERRUPTER
	120V DUPLEX RECEPTACLE W/ AFCI CIRCUIT INTERRUPTER TAMPER-RESISTANT

## Residential Lighting Measures: INT & EXT

- LIGHTING CONTROLS AND COMPONENTS. ALL LIGHTING CONTROL DEVICES AND SYSTEMS, BALLASTS, AND LUMINAIRES MUST MEET THE APPLICABLE REQUIREMENTS OF § 110.9.\*
- JAB HIGH EFFICACY LIGHT SOURCES. TO QUALIFY AS A JAB HIGH EFFICACY LIGHT SOURCE FOR COMPLIANCE WITH § 150.0(K), A RESIDENTIAL LIGHT SOURCE MUST BE CERTIFIED TO THE ENERGY COMMISSION ACCORDING TO REFERENCE JOINT APPENDIX JAB.
- LUMINAIRE EFFICACY. ALL INSTALLED LUMINAIRES MUST BE HIGH EFFICACY IN ACCORDANCE WITH TABLE 150.0-A.
- BLANK ELECTRICAL BOXES. THE NUMBER OF ELECTRICAL BOXES THAT ARE MORE THAN 5 FEET ABOVE THE FINISHED FLOOR AND DO NOT CONTAIN A LUMINAIRE OR OTHER DEVICE MUST BE NO GREATER THAN THE NUMBER OF BEDROOMS. THESE ELECTRICAL BOXES MUST BE SERVED BY A DIMMER, VACANCY SENSOR CONTROL, OR FAN SPEED CONTROL.
- RECESSED DOWNLIGHT LUMINAIRES IN CEILINGS. LUMINAIRES RECESSED INTO CEILINGS MUST MEET ALL OF THE REQUIREMENTS FOR INSULATION CONTACT (IC) LABELING, AIR LEAKAGE, SEALING, MAINTENANCE, AND SOCKET AND LIGHT SOURCE AS DESCRIBED IN § 150.0(K)1C. A JAB-2016-E LIGHT SOURCE RATED FOR ELEVATED TEMPERATURE MUST BE INSTALLED BY FINAL INSPECTION IN ALL RECESSED DOWNLIGHT LUMINAIRES IN CEILINGS.
- ELECTRONIC BALLASTS. BALLASTS FOR FLUORESCENT LAMPS RATED 13 WATTS OR GREATER MUST BE ELECTRONIC AND MUST HAVE AN OUTPUT FREQUENCY NO LESS THAN 20 KHZ.
- NIGHT LIGHTS. PERMANENTLY INSTALLED NIGHT LIGHTS AND NIGHT LIGHTS INTEGRAL TO INSTALLED LUMINAIRES OR EXHAUST FANS MUST BE RATED TO CONSUME NO MORE THAN 5 WATTS OF POWER PER LUMINAIRE OR EXHAUST FAN AS DETERMINED IN ACCORDANCE WITH § 130.0(C). NIGHT LIGHTS DO NOT NEED TO BE CONTROLLED BY VACANCY SENSORS.
- LIGHTING INTEGRAL TO EXHAUST FANS. LIGHTING INTEGRAL TO EXHAUST FANS (EXCEPT WHEN INSTALLED BY THE MANUFACTURER IN KITCHEN EXHAUST HOODS) MUST MEET THE APPLICABLE REQUIREMENTS OF § 150.0(K)\*.
- SCREW BASED LUMINAIRES. SCREW BASED LUMINAIRES MUST NOT BE RECESSED DOWNLIGHT LUMINAIRES IN CEILINGS AND MUST CONTAIN LAMPS THAT COMPLY WITH REFERENCE JOINT APPENDIX JAB. INSTALLED LAMPS MUST BE MARKED WITH @JAB-2016A OR @JAB-2016-EA AS SPECIFIED IN REFERENCE JOINT APPENDIX JAB.\*
- ENCLOSED LUMINAIRES. LIGHT SOURCES INSTALLED IN ENCLOSED LUMINAIRES MUST BE JAB COMPLIANT AND MUST BE MARKED WITH @JAB-2016-EA
- INTERIOR SWITCHES AND CONTROLS. ALL FORWARD PHASE CUT DIMMERS USED WITH LED LIGHT SOURCES MUST COMPLY WITH NEMA 96L 7A.
- INTERIOR SWITCHES AND CONTROLS. EXHAUST FANS MUST BE SWITCHED SEPARATELY FROM LIGHTING SYSTEMS.\*
- INTERIOR SWITCHES AND CONTROLS. LUMINAIRES MUST BE SWITCHED WITH READILY ACCESSIBLE CONTROLS THAT PERMIT THE LUMINAIRES TO BE MANUALLY SWITCHED ON AND OFF.
- INTERIOR SWITCHES AND CONTROLS. CONTROLS AND EQUIPMENT MUST BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS.
- INTERIOR SWITCHES AND CONTROLS. NO CONTROL MUST BYPASS A DIMMER OR VACANCY SENSOR FUNCTION IF THE CONTROL IS INSTALLED TO COMPLY WITH
- INTERIOR SWITCHES AND CONTROLS. LIGHTING CONTROLS MUST COMPLY WITH THE APPLICABLE REQUIREMENTS OF § 110.9.
- INTERIOR SWITCHES AND CONTROLS. AN ENERGY MANAGEMENT CONTROL SYSTEM (EMCS) MAY BE USED TO COMPLY WITH DIMMER REQUIREMENTS IF IT FUNCTIONS AS A DIMMER ACCORDING TO § 110.9; MEETS THE INSTALLATION CERTIFICATE REQUIREMENTS OF § 130.4; MEETS THE EMCS REQUIREMENTS OF § 130.5(F); AND MEETS ALL OTHER REQUIREMENTS IN § 150.0(K)2.
- INTERIOR SWITCHES AND CONTROLS. AN EMCS MAY BE USED TO COMPLY WITH VACANCY SENSOR REQUIREMENTS IN § 150.0(K) IF IT MEETS ALL OF THE FOLLOWING: IT FUNCTIONS AS A VACANCY SENSOR ACCORDING TO § 110.9; THE INSTALLATION CERTIFICATE REQUIREMENTS OF § 130.4; THE EMCS REQUIREMENTS OF § 130.5(F); AND ALL OTHER REQUIREMENTS IN § 150.0(K)2.
- INTERIOR SWITCHES AND CONTROLS. A MULTISCENE PROGRAMMABLE CONTROLLER MAY BE USED TO COMPLY WITH DIMMER REQUIREMENTS IN § 150.0(K) IF IT PROVIDES THE FUNCTIONALITY OF A DIMMER ACCORDING TO § 110.9, AND COMPLIES WITH ALL OTHER APPLICABLE REQUIREMENTS IN § 150.0(K)2. 2016 LOW-RISE RESIDENTIAL MANDATORY MEASURES SUMMARY
- INTERIOR SWITCHES AND CONTROLS. IN BATHROOMS, GARAGES, LAUNDRY ROOMS, AND UTILITY ROOMS, AT LEAST ONE LUMINAIRE IN EACH OF THESE SPACES MUST BE CONTROLLED BY A VACANCY SENSOR.
- INTERIOR SWITCHES AND CONTROLS. DIMMERS OR VACANCY SENSORS MUST CONTROL ALL LUMINAIRES REQUIRED TO HAVE LIGHT SOURCES COMPLIANT WITH REFERENCE JOINT APPENDIX JAB, EXCEPT LUMINAIRES IN CLOSETS LESS THAN 70 SQUARE FEET AND LUMINAIRES IN HALLWAYS.\* § 150.0(K)2L
- INTERIOR SWITCHES AND CONTROLS. UNDERCABINET LIGHTING MUST BE SWITCHED SEPARATELY FROM OTHER LIGHTING SYSTEMS.
- RESIDENTIAL OUTDOOR LIGHTING. FOR SINGLE-FAMILY RESIDENTIAL BUILDINGS, OUTDOOR LIGHTING PERMANENTLY MOUNTED TO A RESIDENTIAL BUILDING, OR TO OTHER BUILDINGS ON THE SAME LOT, MUST MEET THE REQUIREMENT IN ITEM § 150.0(K)3A1 (ON AND OFF SWITCH) AND THE REQUIREMENTS IN EITHER ITEM § 150.0(K)3A11 (PHOTOCELL AND MOTION SENSOR) OR ITEM § 150.0(K)3A111 (PHOTO CONTROL AND AUTOMATIC TIME SWITCH CONTROL, ASTRONOMICAL TIME CLOCK, OR EMCS).
- RESIDENTIAL OUTDOOR LIGHTING. FOR LOW-RISE MULTIFAMILY RESIDENTIAL BUILDINGS, OUTDOOR LIGHTING FOR PRIVATE PATIOS, ENTRANCES, BALCONIES, AND PORCHES; AND OUTDOOR LIGHTING FOR RESIDENTIAL PARKING LOTS AND RESIDENTIAL CARPORTS WITH LESS THAN EIGHT VEHICLES PER SITE MUST COMPLY WITH EITHER § 150.0(K)3B OR WITH THE APPLICABLE REQUIREMENTS IN §§ 110.9, 130.0, 130.2, 130.4, 140.7 AND 141.0. § 150.0(K)3C. RESIDENTIAL OUTDOOR LIGHTING. FOR LOW-RISE RESIDENTIAL BUILDINGS WITH FOUR OR MORE DWELLING UNITS, OUTDOOR LIGHTING NOT REGULATED BY § 150.0(K)3B OR § 150.0(K)3D MUST COMPLY WITH THE APPLICABLE REQUIREMENTS IN §§ 110.9, 130.0, 130.2, 130.4, 140.7 AND 141.0.
- RESIDENTIAL OUTDOOR LIGHTING. OUTDOOR LIGHTING FOR RESIDENTIAL PARKING LOTS AND RESIDENTIAL CARPORTS WITH A TOTAL OF EIGHT OR MORE VEHICLES PER SITE MUST COMPLY WITH THE APPLICABLE REQUIREMENTS IN §§ 110.9, 130.0, 130.2, 130.4, 140.7, AND 141.0.
- INTERNALLY ILLUMINATED ADDRESS SIGNS. INTERNALLY ILLUMINATED ADDRESS SIGNS MUST COMPLY WITH § 140.8; OR MUST CONSUME NO MORE THAN 5 WATTS OF POWER AS DETERMINED ACCORDING TO § 130.0(C).
- RESIDENTIAL GARAGES FOR EIGHT OR MORE VEHICLES. LIGHTING FOR RESIDENTIAL PARKING GARAGES FOR EIGHT OR MORE VEHICLES MUST COMPLY WITH THE APPLICABLE REQUIREMENTS FOR NONRESIDENTIAL GARAGES IN §§ 110.9, 130.0, 130.1, 130.4, 140.6, AND 141.0.
- INTERIOR COMMON AREAS OF LOW-RISE MULTI-FAMILY RESIDENTIAL BUILDINGS. IN A LOW-RISE MULTI-FAMILY RESIDENTIAL BUILDING WHERE THE TOTAL INTERIOR COMMON AREA IN A SINGLE BUILDING EQUALS 20 PERCENT OR LESS OF THE FLOOR AREA, PERMANENTLY INSTALLED LIGHTING FOR THE INTERIOR COMMON AREAS IN THAT BUILDING MUST BE HIGH EFFICACY LUMINAIRES AND CONTROLLED BY AN OCCUPANT SENSOR.
- INTERIOR COMMON AREAS OF LOW-RISE MULTI-FAMILY RESIDENTIAL BUILDINGS. IN A LOW-RISE MULTI-FAMILY RESIDENTIAL BUILDING WHERE THE TOTAL INTERIOR COMMON AREA IN A SINGLE BUILDING EQUALS MORE THAN 20 PERCENT OF THE FLOOR AREA, PERMANENTLY INSTALLED LIGHTING IN THAT BUILDING MUST: I. COMPLY WITH THE APPLICABLE REQUIREMENTS IN §§ 110.9, 130.0, 130.1, 140.6 AND 141.0; AND II. LIGHTING INSTALLED IN CORRIDORS AND STAIRWELLS MUST BE CONTROLLED BY OCCUPANT SENSORS THAT REDUCE THE LIGHTING POWER IN EACH SPACE BY AT LEAST 50 PERCENT. THE OCCUPANT SENSORS MUST BE CAPABLE OF TURNING THE LIGHT FULLY ON AND OFF FROM ALL DESIGNATED PATHS OF INGRESS AND EGRESS.



## ELECTRICAL PLAN

SCALE: 1/4" = 1'-0"

**CANNADA**  
DRAFTING & DESIGN

REVISIONS	BY

BATH ADDITION & PORCH ENCLOSURE FOR:  
**EUSTACIO CUIRIEL**  
 2937 DEVIN COURT, LIVE OAK, CA

**Cannada**  
DRAFTING & DESIGN  
 2324 ALICIA, LIVE OAK, CA 95762  
 (916) 715-5022 | cdd@canndrafting.com

DATE:	08/01/18
DRAWN:	D. CANNADA
JOB:	IND-396
SHEET:	A4
	OF X

# 2016 CALGREEN RESIDENTIAL MANDATORY MEASURES

## 301.2 LOW-RISE AND HIGH-RISE RESIDENTIAL BUILDINGS

CLARIFIES THAT CALGREEN MAY APPLY TO EITHER LOW-RISE OR HIGH-RISE RESIDENTIAL BUILDINGS OR BOTH NEW BANNERS (LR) AND (HR) AS IDENTIFYING PROVISIONS APPLYING ONLY TO LOW-RISE OR HIGH-RISE RESIDENTIAL STRUCTURES, RESPECTIVELY.

### DIVISION 4.1 - PLANNING AND DESIGN (SITE DEVELOPMENT)

#### 4.106.2 STORM WATER DRAINAGE AND RETENTION DURING CONSTRUCTION

PROJECTS WHICH DISTURB LESS THAN ONE ACRE OF SOIL AND ARE NOT PART OF A LARGER COMMON PLAN OF DEVELOPMENT SHALL MANAGE STORM WATER DRAINAGE DURING CONSTRUCTION.

#### 4.106.3 GRADING AND PAVING

CONSTRUCTION PLANS SHALL INDICATE HOW THE SITE GRADING OR DRAINAGE SYSTEM WILL MANAGE ALL SURFACE WATER FLOWS TO KEEP WATER FROM ENTERING BUILDINGS. EXCEPTION: REVISION PROVIDES AN EXCEPTION FOR ADDITIONS AND ALTERATIONS NOT ALTERING THE DRAINAGE PATH.

### DIVISION 4.2 - ENERGY EFFICIENCY

#### 4.201.1 / 5.201.1 SCOPE

ENERGY EFFICIENCY REQUIREMENTS FOR LOW-RISE RESIDENTIAL (SECTION 4.201.1) AND HIGH-RISE RESIDENTIAL/MOTEL/MOTEL (SECTION 5.201.1) ARE NOW IN BOTH RESIDENTIAL AND NONRESIDENTIAL CHAPTERS OF CALGREEN. STANDARDS FOR RESIDENTIAL BUILDINGS DO NOT REQUIRE COMPLIANCE WITH LEVELS OF MINIMUM ENERGY EFFICIENCY BEYOND THOSE REQUIRED BY THE 2016 CALIFORNIA ENERGY CODE [CODE REFERENCE DATE UPDATED FROM 2010 TO 2016].

### DIVISION 4.3 - WATER EFFICIENCY AND CONSERVATION (INDOOR WATER USE)

#### 4.303.1 WATER CONSERVING PLUMBING FIXTURES AND FITTINGS

20% REDUCTION OF WATER USE ARE NOW PRESCRIPTIVELY DESIGNATED WITHIN CALGREEN TEXT. PRESCRIPTIVE AND PERFORMANCE METHODOLOGY, TABLES 4.303.1 AND 4.303.2. PLUMBING FIXTURES AND FITTINGS SHALL COMPLY WITH THE FOLLOWING:

- 4.303.1.1 WATERS CLOSETS: = 1.28 GAL/FLUSH
- 4.303.1.2 URINALS: = 0.5 GAL/FLUSH
- 4.303.1.3.1 SINGLE SHOWERHEADS: = 2.0 GPM @ 80 PSI
- 4.303.1.3.2 MULTIPLE SHOWERHEADS: COMBINED FLOW RATE OF ALL SHOWERHEADS AND/OR OTHER SHOWER OUTLETS CONTROLLED BY A SINGLE VALVE SHALL NOT EXCEED 2.0 GPM @ 80 PSI OR ONLY ONE SHOWER OUTLET IS TO BE IN OPERATION AT A TIME
- 4.303.1.4.1 RESIDENTIAL LAVATORY FAUCETS: = 1.5 GPM @ 60 PSI
- 4.303.1.4.2 LAVATORY FAUCETS IN COMMON AND PUBLIC USE AREAS OF RESIDENTIAL BUILDINGS: 0.5 GPM @ 60 PSI
- 4.303.1.4.3 METERING FAUCETS: = 0.25 GALLONS PER CYCLE
- 4.303.1.4.4 KITCHEN FAUCETS: = 1.8 GPM @ 60 PSI; TEMPORARY INCREASE TO 2.2 GPM ALLOWED BUT SHALL DEFAULT TO 1.8 GPM

#### 4.303.2 STANDARDS FOR PLUMBING FIXTURES AND FITTINGS

SPECIFIES THAT PLUMBING FIXTURES AND FITTINGS SHALL BE INSTALLED IN ACCORDANCE WITH THE CALIFORNIA PLUMBING CODE. RELOCATES PROVISIONS FOR MULTIPLE SHOWERHEADS TO SECTION 4.303.1.3.2. TABLE 4.303 "STANDARDS FOR PLUMBING FIXTURES AND FIXTURE FITTINGS." CODE USERS ARE DIRECTED, IN SECTION 4.303.2, TO THE CALIFORNIA PLUMBING CODE FOR APPLICABLE REFERENCE STANDARDS.

### DIVISION 4.3 - WATER EFFICIENCY AND CONSERVATION (OUTDOOR WATER USE)

#### 4.304.1 IRRIGATION CONTROLLERS

AUTOMATIC IRRIGATION SYSTEM CONTROLLERS FOR LANDSCAPING PROVIDED BY THE BUILDER AND INSTALLED AT THE TIME OF FINAL INSPECTION SHALL COMPLY WITH THE FOLLOWING:

- 1 - CONTROLLERS SHALL BE WEATHER- OR SOIL MOISTURE-BASED CONTROLLERS THAT AUTOMATICALLY ADJUST IRRIGATION IN RESPONSE TO CHANGES IN PLANT WATERING NEEDS AS WEATHER OR SOIL CONDITIONS CHANGE
- 2 - WEATHER-BASED CONTROLLERS WITHOUT INTEGRAL RAIN SENSORS OR COMMUNICATION SYSTEMS THAT ACCOUNT FOR RAINFALL SHALL HAVE A SEPARATE WIRED OR WIRELESS RAIN SENSOR WHICH CONNECTS OR COMMUNICATES WITH THE CONTROLLER(S).

### DIVISION 4.4 - MATERIAL CONSERVATION & RESOURCE EFFICIENCY (ENHANCED DURABILITY & REDUCED MAINTENANCE)

#### 4.406.1 RODENT PROOFING

SPECIFIES THE AREAS NEEDING RODENT PROOFING ARE SOLE/BOTTOM PLATES, ANNULAR SPACES AROUND PIPES, ELECTRIC CABLES, CONDUITS, OR OTHER OPENINGS IN SOLE/BOTTOM PLATES AT EXTERIOR WALLS SHALL BE CLOSED WITH CEMENT MORTAR, CONCRETE MASONRY OR A SIMILAR METHOD ACCEPTABLE TO THE ENFORCING AGENCY TO PREVENT PASSAGE OF RODENTS.

### DIVISION 4.4 - MATERIAL CONSERVATION & RESOURCE EFFICIENCY (CONSTRUCTION WASTE REDUCTION, DISPOSAL & RECYCLING)

#### 4.408.1 CONSTRUCTION WASTE REDUCTION OF AT LEAST 50%

RECYCLE AND/OR SALVAGE FOR REUSE A MINIMUM OF 50% OF THE NON-HAZARDOUS CONSTRUCTION AND DEMOLITION WASTE IN ACCORDANCE WITH EITHER SECTION 4.408.2, 4.408.3 OR 4.408.4, OR MEET A MORE STRINGENT LOCAL CONSTRUCTION AND DEMOLITION WASTE MANAGEMENT ORDINANCE. DOCUMENTATION IS REQUIRED PER SECTION 4.408.5.

- EXCEPTIONS:
  - 1 - EXCAVATED SOIL AND LAND-CLEARING DEBRIS.
  - 2 - ALTERNATE WASTE REDUCTION METHODS DEVELOPED BY WORKING WITH LOCAL ENFORCING AGENCIES IF DIVERSION OR RECYCLE FACILITIES CAPABLE OF COMPLIANCE WITH THIS ITEM DO NOT EXIST OR ARE NOT LOCATED REASONABLY CLOSE TO THE JOBSITE.
  - 3 - THE ENFORCING AGENCY MAY MAKE EXCEPTIONS TO THE REQUIREMENTS OF THIS SECTION WHEN ISOLATED JOB SITES ARE LOCATED IN AREAS BEYOND THE HAIL BOUNDARIES OF THE DIVERSION FACILITY.

#### 4.408.2 CONSTRUCTION WASTE MANAGEMENT PLAN

SUBMIT A CONSTRUCTION WASTE MANAGEMENT PLAN MEETING ITEMS 1 THROUGH 5 IN SECTION 4.408.2. PLANS SHALL BE UPDATED AS NECESSARY AND SHALL BE AVAILABLE FOR EXAMINATION DURING CONSTRUCTION.

#### 4.408.3 WASTE MANAGEMENT COMPANY

UTILIZE A WASTE MANAGEMENT COMPANY, APPROVED BY THE ENFORCING AGENCY, WHICH CAN PROVIDE VERIFIABLE DOCUMENTATION THAT DIVERTED CONSTRUCTION AND DEMOLITION WASTE MATERIALS MEET THE REQUIREMENTS IN SECTION 4.408.1.

#### 4.408.4 & 4.408.4.1 WASTE STREAM REDUCTION ALTERNATIVE

- 4.408.4 GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED IN LANDFILLS THAT IS EQUAL TO OR LESS THAN 4 POUNDS PER SQUARE-FOOT OF THE BUILDING AREA.
- 4.408.4.1 TO ACKNOWLEDGE A HIGH-RISE RESIDENTIAL COMPLIANCE ALTERNATIVE.
- 4.408.4.1 (HR) GENERATE A TOTAL COMBINED WEIGHT OF CONSTRUCTION AND DEMOLITION WASTE DISPOSED IN LANDFILLS THAT IS EQUAL TO OR LESS THAN 2 POUNDS PER SQUARE-FOOT OF THE BUILDING AREA.

### DIVISION 4.4 - MATERIAL CONSERVATION & RESOURCE EFFICIENCY (BUILDING MAINTENANCE & OPERATION)

#### 4.410.1 OPERATION AND MAINTENANCE MANUAL

AT THE TIME OF FINAL INSPECTION, A MANUAL, COMPACT DISC, WEB-BASED REFERENCE OR OTHER MEDIA ACCEPTABLE TO THE ENFORCING AGENCY WHICH COVERS 10 SPECIFIC SUBJECT AREAS SHALL BE PLACED IN THE BUILDING.

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (FIREPLACES)

#### 4.503.1 GENERAL

ANY INSTALLED GAS FIREPLACE SHALL BE A DIRECT-VENT SEALED-COMBUSTION TYPE. ANY INSTALLED WOOD STOVE OR PELLET STOVE SHALL COMPLY WITH U.S. EPA PHASE II EMISSION LIMITS WHERE APPLICABLE. WOOD STOVES, PELLET STOVES AND FIREPLACES SHALL ALSO COMPLY WITH ALL APPLICABLE LOCAL ORDINANCES.

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (POLLUTANT CONTROL)

#### 4.504.1 COVERING OF DUCT OPENINGS AND PROTECTION OF MECHANICAL EQUIPMENT DURING CONSTRUCTION

AT THE TIME OF ROUGH INSTALLATION, DURING STORAGE ON THE CONSTRUCTION SITE AND UNTIL FINAL STARTUP OF THE HEATING, COOLING AND VENTILATING EQUIPMENT, ALL DUCT AND OTHER RELATED AIR INTAKE AND DISTRIBUTION COMPONENT OPENINGS SHALL BE COVERED, TAPE, PLASTIC, SHEETMETAL OR OTHER METHODS ACCEPTABLE TO THE ENFORCING AGENCY TO REDUCE THE AMOUNT OF WATER, DUST AND DEBRIS ENTERING THE SYSTEM MAY BE USED.

#### 4.504.2.1 ADHESIVES, SEALANTS AND CAULKS

ADHESIVES, SEALANTS AND CAULKS USED ON THE PROJECT SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARDS UNLESS MORE STRINGENT LOCAL OR REGIONAL AIR POLLUTION OR AIR QUALITY MANAGEMENT DISTRICT RULES APPLY.

- 1 - ADHESIVES, ADHESIVE BONDING PRIMERS, ADHESIVE PRIMERS, SEALANTS, SEALANT PRIMERS, AND CAULKS SHALL COMPLY WITH LOCAL OR REGIONAL AIR POLLUTION CONTROL OR AIR QUALITY MANAGEMENT DISTRICT RULES WHERE APPLICABLE, OR SCANNED RULE 1166 VOC LIMITS, AS SHOWN IN TABLES 4.504.1 OR 4.504.2, AS APPLICABLE. SUCH PRODUCTS SHALL ALSO COMPLY WITH RULE 1166 PROHIBITION ON THE USE OF CERTAIN TOXIC COMPOUNDS (CHLOROFORM, ETHYLENE DICHLORIDE, METHYLENE CHLORIDE, PERCHLOROETHYLENE AND TRICHLOROETHYLENE), EXCEPT FOR AEROSOL PRODUCTS AS SPECIFIED IN SUBSECTION 2 BELOW.
- 2 - AEROSOL ADHESIVES AND SMALLER UNIT SIZES OF ADHESIVES, AND SEALANT OR CAULKING COMPOUNDS (IN UNITS OF PRODUCT, LESS PACKAGING, WHICH DO NOT WEIGH MORE THAN 1 POUND AND DO NOT CONSIST OF MORE THAN 16 FLUID OUNCES) SHALL COMPLY WITH STATEWIDE VOC STANDARDS AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS, OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 49507.

#### 4.504.2.2 PAINTS AND COATINGS

ARCHITECTURAL PAINTS AND COATINGS SHALL COMPLY WITH VOC LIMITS IN TABLE I OF THE AIR RESOURCES BOARD ARCHITECTURAL SUGGESTED CONTROL MEASURE, AS SHOWN IN TABLE 4.504.3 UNLESS MORE STRINGENT LOCAL LIMITS APPLY. THE VOC CONTENT LIMIT FOR COATINGS THAT DO NOT MEET THE DEFINITIONS FOR THE SPECIALTY COATINGS CATEGORIES LISTED IN TABLE 4.504.3 SHALL BE DETERMINED BY CLASSIFYING THE COATING AS FLAT, NONFLAT, OR NONFLAT-HIGH GLOSS COATING, BASED ON ITS GLOSS, AS DEFINED IN SUBSECTIONS 4.21, 4.36, AND 4.37, OF THE 2007 CALIFORNIA AIR RESOURCES BOARD, SUGGESTED CONTROL MEASURE, AND THE CORRESPONDING FLAT, NONFLAT, OR NONFLAT-HIGH GLOSS VOC LIMIT IN TABLE 4.504.3 SHALL APPLY.

#### 4.504.2.3 AEROSOL PAINTS AND COATINGS

AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR ROG IN SECTION 49522(A)(3) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES, IN SECTION 49522(C)(2) AND (D)(2) OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 17, COMMENCING WITH SECTION 49520, AND IN AREAS UNDER THE JURISDICTION OF THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT SHALL ADDITIONALLY COMPLY WITH THE PERCENT VOC BY WEIGHT OF PRODUCT LIMITS OF REGULATION 8, RULE 44.

#### 4.504.3 CARPET SYSTEMS

ALL CARPET INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS OF ONE OF THE FOLLOWING:

- 1 - CARPET AND RUG INSTITUTE'S GREEN LABEL PLUS PROGRAM
- 2 - CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 11, FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350.)
- 3 - NSF/ANSI 140 AT THE GOLD LEVEL
- 4 - SCIENTIFIC CERTIFICATIONS SYSTEMS INDOOR ADVANTAGE™ GOLD

#### 4.504.3.1 CARPET CUSHION

ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CARPET AND RUG INSTITUTE'S GREEN LABEL PROGRAM.

#### 4.504.3.2 CARPET ADHESIVE

ALL CARPET ADHESIVES SHALL MEET THE REQUIREMENTS OF TABLE 4.504.1.

#### 4.504.4 RESILIENT FLOORING SYSTEMS

COMPLIANCE RATE OF RESILIENT FLOORING IS INCREASED FROM 50% TO 80%. RELATED CHANGES ARE MADE FOR TIER 1 AND TIER 2 RESILIENT FLOORING MEASURES WHERE RESILIENT FLOORING IS INSTALLED, AT LEAST 80% OF FLOOR AREA RECEIVING RESILIENT FLOORING SHALL COMPLY WITH ONE OR MORE OF THE FOLLOWING:

- 1 - VOC EMISSION LIMITS DEFINED IN THE COLLABORATIVE FOR HIGH PERFORMANCE SCHOOLS (CHPS) HIGH PERFORMANCE PRODUCTS DATABASE.
- 2 - PRODUCTS COMPLIANT WITH CHPS CRITERIA CERTIFIED UNDER THE GREENGUARD CHILDREN & SCHOOLS PROGRAM.
- 3 - CERTIFICATION UNDER THE RESILIENT FLOOR COVERING INSTITUTE (RFCI) FLOORSORE PROGRAM.
- 4 - MEET THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, "STANDARD METHOD FOR THE TESTING AND EVALUATION OF VOLATILE ORGANIC CHEMICAL EMISSIONS FROM INDOOR SOURCES USING ENVIRONMENTAL CHAMBERS," VERSION 11, FEBRUARY 2010 (ALSO KNOWN AS SPECIFICATION 01350.)

#### 4.504.5 COMPOSITE WOOD PRODUCTS

HARDWOOD PLYWOOD, PARTICLEBOARD AND MEDIUM DENSITY FIBERBOARD COMPOSITE WOOD PRODUCTS USED ON THE INTERIOR OR EXTERIOR OF THE BUILDING SHALL MEET THE REQUIREMENTS FOR FORMALDEHYDE AS SPECIFIED IN THE AIR RESOURCES BOARD'S AIR TOXICS CONTROL MEASURE FOR COMPOSITE WOOD (IT CCR 93120 ET. SEQ.), ON OR BEFORE THE DATES SPECIFIED IN THOSE SECTIONS AS SHOWN IN TABLE 4.504.5. DOCUMENTATION IS REQUIRED PER SECTION 4.504.5. DEFINITION OF COMPOSITE WOOD PRODUCTS: COMPOSITE WOOD PRODUCTS INCLUDE HARDWOOD PLYWOOD, PARTICLEBOARD, AND MEDIUM DENSITY FIBERBOARD. COMPOSITE WOOD PRODUCTS DO NOT INCLUDE HARDBOARD, STRUCTURAL PLYWOOD, STRUCTURAL PANELS, STRUCTURAL COMPOSITE LUMBER, ORIENTED STRAND BOARD, GLUED LAMINATED TIMBER, PREFABRICATED WOOD JOISTS, OR FINGER-JOINTED LUMBER, ALL AS SPECIFIED IN CCR, TITLE 17, SECTION 93120.1(A).

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (INTERIOR MOISTURE CONTROL)

#### 4.505.2 CONCRETE SLAB FOUNDATIONS

CONCRETE SLAB FOUNDATIONS OR CONCRETE SLAB-ON-GROUND FLOORS REQUIRED TO HAVE A VAPOR RETARDER BY THE CALIFORNIA BUILDING CODE, CHAPTER 19, OR THE CALIFORNIA RESIDENTIAL CODE, CHAPTER 5, RESPECTIVELY, SHALL ALSO COMPLY WITH THIS SECTION.

#### 4.505.2.1 CAPILLARY BREAK

A CAPILLARY BREAK SHALL BE INSTALLED IN COMPLIANCE WITH AT LEAST ONE OF THE FOLLOWING:

- 1 - A 4-INCH (101.6 MM) THICK BASE OF 1/2-INCH (12.7 MM) OR LARGER CLEAN AGGREGATE SHALL BE PROVIDED WITH A VAPOR RETARDER IN DIRECT CONTACT WITH CONCRETE AND A CONCRETE MIX DESIGN WHICH WILL ADDRESS BLEEDING, SHRINKAGE AND CURLING SHALL BE USED. FOR ADDITIONAL INFORMATION, SEE AMERICAN CONCRETE INSTITUTE, ACI 302R-06.2 - OTHER EQUIVALENT METHODS APPROVED BY THE ENFORCING AGENCY.
- 3 - A SLAB DESIGN SPECIFIED BY A LICENSED DESIGN PROFESSIONAL.

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (INTERIOR MOISTURE CONTROL CONTINUED)

#### 4.505.3 MOISTURE CONTENT OF BUILDING MATERIALS

BUILDING MATERIALS WITH VISIBLE SIGNS OF WATER DAMAGE SHALL NOT BE INSTALLED. WALL AND FLOOR FRAMING SHALL NOT BE ENCLOSED WHEN THE FRAMING MEMBERS EXCEED 18% MOISTURE CONTENT. MOISTURE CONTENT SHALL BE VERIFIED IN COMPLIANCE WITH THE FOLLOWING:

- 1 - MOISTURE CONTENT SHALL BE DETERMINED WITH EITHER A PROBE-TYPE OR A CONTACT-TYPE MOISTURE METER. EQUIVALENT MOISTURE VERIFICATION METHODS MAY BE APPROVED BY THE ENFORCING AGENCY AND SHALL SATISFY REQUIREMENTS IN SECTION 101.2.
- 2 - MOISTURE READINGS SHALL BE TAKEN AT A POINT 2 FEET (610 MM) TO 4 FEET (1219 MM) FROM THE GRADE-STAMPED END OF EACH PIECE TO BE VERIFIED.
- 3 - AT LEAST THREE RANDOM MOISTURE READINGS SHALL BE PERFORMED ON WALL AND FLOOR FRAMING WITH DOCUMENTATION ACCEPTABLE TO THE ENFORCING AGENCY PROVIDED AT THE TIME OF APPROVAL TO ENCLOSE THE WALL AND FLOOR FRAMING/INSULATION PRODUCTS WHICH ARE VISIBLY WET OR HAVE A HIGH MOISTURE CONTENT SHALL BE REPLACED OR ALLOWED TO DRY PRIOR TO ENCLOSURE IN WALL OR FLOOR CAVITIES. MANUFACTURERS DRYING RECOMMENDATIONS SHALL BE FOLLOWED FOR NET-APPLIED INSULATION PRODUCTS PRIOR TO ENCLOSURE.

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (INDOOR AIR QUALITY & EXHAUST)

#### 4.506.1 BATHROOM EXHAUST FANS

EACH BATHROOM SHALL BE MECHANICALLY VENTILATED AND SHALL COMPLY WITH THE FOLLOWING:

- 1 - FANS SHALL BE ENERGY STAR COMPLIANT AND BE DUCTED TO TERMINATE OUTSIDE THE BUILDING.
- 2 - UNLESS FUNCTIONING AS A COMPONENT OF A WHOLE HOUSE VENTILATION SYSTEM, FANS MUST BE CONTROLLED BY A HUMIDITY CONTROL.
- A) HUMIDITY CONTROLS SHALL BE CAPABLE OF MANUAL OR AUTOMATIC ADJUSTMENT BETWEEN A RELATIVE HUMIDITY RANGE OF LESS THAN 50% TO A MAXIMUM OF 80%.
- B) A HUMIDITY CONTROL MAY BE A SEPARATE COMPONENT TO THE EXHAUST FAN AND IS NOT REQUIRED TO BE INTEGRAL OR BUILT-IN. NOTE: FOR CALGREEN A "BATHROOM" IS A ROOM WHICH CONTAINS A BATHTUB, SHOWER, OR TUB/SHOWER COMBINATION. FANS ARE REQUIRED IN EACH BATHROOM.

### DIVISION 4.5 - ENVIRONMENTAL QUALITY (ENVIRONMENTAL COMFORT)

#### 4.507.1 RESERVED

REPEALED. SECTION 4.507.1 OPENINGS (FOR WHOLE HOUSE FANS) HAS BEEN REPEALED. THERE IS NO SUBSTITUTE LANGUAGE.

#### 4.507.2 HEATING AND AIR CONDITIONING SYSTEM DESIGN

HEATING AND AIR CONDITIONING SYSTEMS SHALL BE SIZED, DESIGNED, AND EQUIPMENT SELECTED USING THE FOLLOWING METHODS:

- 1 - THE HEAT LOSS AND HEAT GAIN IS ESTABLISHED ACCORDING TO ANSI/ACCA 2 MANUAL J - 2004 (RESIDENTIAL LOAD CALCULATION), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
- 2 - DUCT SYSTEMS ARE SIZED ACCORDING TO ANSI/ACCA 1 MANUAL D - 2004 (RESIDENTIAL DUCT SYSTEMS), ASHRAE HANDBOOKS OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS.
- 3 - SELECT HEATING AND COOLING EQUIPMENT ACCORDING TO ANSI/ACCA 3 MANUAL S - 2004 (RESIDENTIAL EQUIPMENT SELECTION) OR OTHER EQUIVALENT DESIGN SOFTWARE OR METHODS. EXCEPTION: USE OF ALTERNATE DESIGN TEMPERATURES NECESSARY TO ENSURE THE SYSTEM FUNCTIONS ARE ACCEPTABLE.

### CHAPTER 7 - INSTALLER & SPECIAL INSPECTOR QUALIFICATIONS (QUALIFICATIONS, VERIFICATIONS)

#### 702.1 INSTALLER TRAINING

HVAC SYSTEM INSTALLERS SHALL BE TRAINED AND CERTIFIED IN THE PROPER INSTALLATION OF HVAC SYSTEMS AND EQUIPMENT BY A RECOGNIZED TRAINING OR CERTIFICATION PROGRAM. EXAMPLES OF ACCEPTABLE HVAC TRAINING AND CERTIFICATION PROGRAMS INCLUDE BUT ARE NOT LIMITED TO THE FOLLOWING:

- 1 - STATE CERTIFIED APPRENTICESHIP PROGRAMS.
- 2 - PUBLIC UTILITY TRAINING PROGRAMS.
- 3 - TRAINING PROGRAMS SPONSORED BY TRADE, LABOR OR STATEWIDE ENERGY CONSULTING OR VERIFICATION ORGANIZATIONS.
- 4 - PROGRAMS SPONSORED BY MANUFACTURING ORGANIZATIONS.
- 5 - OTHER PROGRAMS ACCEPTABLE TO THE ENFORCING AGENCY.

#### 702.2 SPECIAL INSPECTION

SPECIAL INSPECTORS MUST BE QUALIFIED AND ABLE TO DEMONSTRATE COMPETENCE TO THE ENFORCING AGENCY IN THE DISCIPLINE IN WHICH THEY ARE INSPECTING.

#### 703.1 DOCUMENTATION

DOCUMENTATION OF COMPLIANCE SHALL INCLUDE, BUT IS NOT LIMITED TO, CONSTRUCTION DOCUMENTS, PLANS, SPECIFICATIONS, BUILDER OR INSTALLER CERTIFICATION, INSPECTION REPORTS, OR OTHER METHODS ACCEPTABLE TO THE LOCAL ENFORCING AGENCY. OTHER SPECIFIC DOCUMENTATION OR SPECIAL INSPECTIONS NECESSARY TO VERIFY COMPLIANCE ARE SPECIFIED IN APPROPRIATE SECTIONS OF CALGREEN.

		REVISIONS	BY

BATH ADDITION & PORCH ENCLOSURE FOR:  
 EUSTACIO CUIRIEL  
 2937 DEVIN COURT, LIVE OAK, CA

**Cannada**  
 DRAFTING & DESIGN  
 2324 CALADRA, LIVE OAK, CA 95022  
 (925) 715-0021 | cdc@cannadadrafting.com

DATE:	08/01/18
DRAWN:	D. CANNADA
JOB:	IND-396
SHEET:	CG

OF X

## Attachment 02

**PC RESOLUTION NO. 2019-\*\***  
**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF**  
**LIVE OAK DENYING A VARIANCE FOR A PREVIOUSLY CONSTRUCTED, NON-**  
**PERMITTED, ADDITION TO A SINGLE-FAMILY RESIDENCE LOCATED AT 2937**  
**DEVIN COURT (APN: 06-080-059)**

**WHEREAS**, the City received an application from Eustacio and Soledad Curiel to formalize a previously constructed, non-permitted, addition to a single-family residence (APN 06-080-059); and,

**WHEREAS**, on July 16, 2019, the Planning Commission duly held a public hearing on the matter, and received and considered evidence both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Live Oak does hereby make the following required findings for approval of the requested variance:

1. There are special circumstances applicable to the property or structure(s) including location, size, shape, surroundings, or topography or other conditions, so that the strict application of this Title denies the property owner privileges enjoyed by other property owners in the vicinity and within the same zone district.
2. Granting the variance is necessary for the preservation and enjoyment of substantial property rights.
3. Granting the variance does not result in special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zone district as the property is located.
4. Granting the variance does not allow a use or activity which is not otherwise authorized by the zone district within which the property is located.
5. Granting the variance will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the vicinity or be detrimental to property or improvements in the vicinity or to the general welfare of the City.

There are no special circumstances applicable to the property that would deny the property owner privileges enjoyed by other property owners in the vicinity, and granting the variance would result in special privileges inconsistent with other properties in the vicinity.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Live Oak does hereby APPROVE a variance formalizing a previously constructed,

non-permitted, addition to a single-family residence located at 2937 Devin Court (APN 06-080-059) subject to the following conditions:

1. Obtain the required demolition permit from the City of Live Oak's Building and Code Enforcement Department for the required demolition of the previously constructed, non-permitted, addition to the single-family residence.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the Planning Commission of the City of Live Oak, at a regular meeting thereof, held on the 16<sup>th</sup> day of July, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
**Planning Commission Chairperson**

**ATTEST:**

\_\_\_\_\_  
**Planning Director**

## Attachment 03

### PC RESOLUTION NO. 2019-\*\*

#### **A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LIVE OAK APPROVING A VARIANCE FORMALIZING A PREVIOUSLY CONSTRUCTED, NON-PERMITTED, ADDITION TO A SINGLE-FAMILY RESIDENCE LOCATED AT 2937 DEVIN COURT (APN: 06-080-059)**

**WHEREAS**, the City received an application from Eustacio and Soledad Curiel to formalize a previously constructed, non-permitted, addition to a single-family residence (APN 06-080-059); and,

**WHEREAS**, on July 16, 2019, the Planning Commission duly held a public hearing on the matter, and received and considered evidence both oral and documentary.

**NOW, THEREFORE, BE IT RESOLVED** that the Planning Commission of the City of Live Oak does hereby make the following required findings for approval of the requested variance:

1. There are special circumstances applicable to the property or structure(s) including location, size, shape, surroundings, or topography or other conditions, so that the strict application of this Title denies the property owner privileges enjoyed by other property owners in the vicinity and within the same zone district.
2. Granting the variance is necessary for the preservation and enjoyment of substantial property rights.
3. Granting the variance does not result in special privileges inconsistent with the limitations upon other properties in the vicinity and within the same zone district as the property is located.
4. Granting the variance does not allow a use or activity which is not otherwise authorized by the zone district within which the property is located.
5. Granting the variance will not be detrimental to the health, safety, peace, comfort or general welfare of persons residing or working in the vicinity or be detrimental to property or improvements in the vicinity or to the general welfare of the City.

The residential addition is used as living space which is consistent with the R-1 zoning for the property. Granting the variance is necessary for the home owners to keep the already constructed addition. The residential addition and use is not detrimental to the general welfare of the City.

**NOW THEREFORE BE IT RESOLVED** that the Planning Commission of the City of Live Oak does hereby APPROVE a variance formalizing a previously constructed,

non-permitted, addition to a single-family residence located at 2937 Devin Court (APN 06-080-059) subject to the following conditions:

1. Obtain the required building permit from the City of Live Oak's Building and Code Enforcement Department for any construction and renovations that are to remain and may have been previously performed without permits. The building permit application must meet the City's general building permit submittal requirements.
2. Any expansion of this use or substantial modification that results in a change of use shall not be allowed on-site without Planning Commission review and approval.

\* \* \* \* \*

**I HEREBY CERTIFY** that the foregoing recommendation was passed and adopted by the Planning Commission of the City of Live Oak, at a regular meeting thereof, held on the 16<sup>th</sup> day of July, 2019 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

---

**Planning Commission Chairperson**

**ATTEST:**

---

**Planning Director**



To whom it may concern.

My name is VICENTE FUENTES

I am the neighbor in back of Eustacio's property my address is  
2924 SEBINA COURT and I don't have a  
problem with him enclosing the porch of his house.

Vicente Fuentes