



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, June 19, 2007  
7:30 p.m.  
**AGENDA**

*Members of the City Council*

*Woody Fridae, Mayor  
Mike Martin, Mayor Pro Tempore  
Harold Anderson  
Cecilia Curry  
Tom Stone*

*John W. Donlevy, Jr., City Manager  
John Wallace, City Attorney  
Nanci Mills, City Clerk*

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PLEASE NOTE – The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Councilmembers. Public comments time may be limited and speakers will be asked to state their name.

Roll Call

Pledge of Allegiance

Approval of Agenda

**PUBLIC COMMENTS**

At this time, any member of the public may address the City Council on matters, which are not listed on this agenda. Citizens should reserve their comments for matter listed on this agenda at the time the item is considered by the Council. An exception is made for members of the public for whom it would create a hardship to stay until their item is heard. Those individuals may address the item after the public has spoken on issues that are not listed on the agenda. Presentations may be limited to accommodate all speakers within the time available. Public comments may also be continued to later in the meeting should the time allotted for public comment expire.

**CONSENT CALENDAR**

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from

the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 5, 2007 (pp 1-8)
- B. Request for Street Closure by Anthony E. Wilson for July 4<sup>th</sup> Block Party – North Main Street from Ivy Loop to the end of Main Street (pp 9-10)
- C. Amplified Music Permit –Gazebo Concerts to be held July 5,12,19, & 26 from 7:00 –9:00 pm Requested by Friends of the Library (pp 11-12)
- D. Accept bid from McLellan Equipment Co. Inc. in the amount \$83,355.77 of for the purchase of Stellar Crane and Ford 550 Truck Package (pp 13-22)
- E. Agreement with the County of Yolo for County Surveyor Services (pp 23-32)

## PRESENTATIONS

Certificates of Recognition of Community Members Becoming U.S. Citizens

Proclamations Recognizing Four Winters Residents for Outstanding Public Service in the Rescue of a Trapped Individual From a Burning Residence

Update on Winters Highlands Project from Granite Bay Holdings, LLC (no backup)

## DISCUSSION ITEMS

- 1. Water and Sewer Rate Increase Effective 7-1-07 (pp 33-36)
- 2. Second reading and adoption of Ordinance 2007-05, Development Agreement for the Anderson Place Tentative Subdivision Map Project (723 Railroad Avenue, APN 003-220-22) (pp 37-101)
- 3. Continued public hearing and consideration of Development Agreement for the Mary Rose Gardens Tentative Subdivision Map Project (415 West Grant Avenue, APN 003-524-19) – **STAFF IS RECOMMENDING THAT THIS ITEM BE CONTINUED TO THE JULY 3, 2007 COUNCIL MEETING.** (pp 102)
- 4. Presentation and adoption of the Yolo County Water Resources Association (WRA) Integrated Regional Water Management Plan (pp 103-115)
- 5. Update on Monticello Redevelopment Project (pp 116)
- 6. Establish Cesar Chavez Day as a City Holiday, Commencing in 2008, to be celebrated on March 31 (No backup)

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## COMMUNITY DEVELOPMENT AGENCY

1. Resolution 2007-28, Approving a Grant of \$200,000 in Low and Moderate Income Housing Funds for the Affordable Housing Component of the Anderson Place Subdivision Project (723 Railroad Avenue, APN 003-220-22) and Authorizing Staff to Prepare Housing Agreement and Documents (pp 117-119)
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### CITY MANAGER REPORT

### COUNCIL/STAFF COMMENTS

### INFORMATION ONLY

EXECUTIVE SESSION: Conference with Labor Negotiator, City Manager Pursuant to Government Code Section 54957.6.

### ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 19, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on June 14, 2007, and made available to the public during normal business hours.

  
Nancy G. Mills, City Clerk

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*General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.*

*Staff recommendations are guidelines to the City Council. On any item, the Council may take action, which varies from that recommended by staff.*

*The city does not transcribe its proceedings. Anyone who desires a verbatim record of this meeting should arrange for attendance by a court reporter or for other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.*

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City Council agenda packets are available for review or copying at the following locations:  
Winters Library – 201 First Street  
City Clerk's Office – City Hall – 318 First Street  
During Council meetings – Right side as you enter the Council Chambers

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Wednesday at 10:00 a.m.

Videotapes of City Council meetings are available for review at the Winters Branch of the Yolo County Library.



Minutes of the Regular Meeting of the  
Winters City Council  
Held on Tuesday, June 5, 2007

Mayor Fridae called the meeting to order at 7:30 p.m.

Present were Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, Management Analyst Carol Scianna, Community Development Director Dan Sokolow, Chief Building Inspector Gene Ashdown, City Engineer Nick Ponticello, and City Attorney John Wallace.

The agenda was approved following the postponement to the June 19, 2007 City Council meeting of two presentations, the recognition of community members becoming U.S. Citizens, and an update on the Winters Highlands Project from Granite Bay Holdings, LLC.

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 15, 2007
- B. Award of Construction Contract to Hutchins Paving for the Jackson/McArthur Reconstruction Roadway Phase, Project 06-01.2
- C. Resolution 2007-25 Increasing Capital Improvement Facilities Fees by 3.3%
- D. Resolution 2007-26 Increasing Monitoring Fee by 3.3%
- E. Resolution 2007-27 Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for Fiscal Year 2007-2008

City Manager John Donlevy gave an overview. Council Member Martin asked if the increase of the Capital Improvement Facilities Fees by 3.3% would apply to existing projects? City Manager Donlevy responded that the 3.3% fee increase would apply to any projects where the building permits are pulled following the effective date of the increase, or July 1, 2007. Council Member Aguiar-Curry made a motion to approve the consent items as presented. Seconded by Council Member Stone. Motion carried unanimously.

**PRESENTATIONS**

The Proclamations in Recognition of the Winters Soccer U19 Boys Soccer Team were read aloud and presented to each team member by Mayor Fridae.

Valerie Whitworth distributed packets containing an Art Pack Exhibition schedule for Saturday, June 2, as well as a schedule of future classes being offered. The current hours of the Winters Participation Gallery/Center for the Arts is: Friday, 5pm to 8pm, Saturday, 3pm – 8pm, and Sunday, 11am to 2 pm. They hope to expand their hours, but find it difficult to obtain docents. They are applying for the Buck Grant in order to obtain an executive director. Their website is currently under construction.

Update on Winters Highlands Project from Granite Bay Holdings, LLC. This item has been continued to the June 19, 2007 City Council meeting

### **DISCUSSION ITEMS**

1. **Continued public hearing and consideration of Development Agreement for the Mary Rose Gardens Tentative Subdivision Map Project (415 West Grant Avenue, APN 003-524-19).**

As per Staff recommendation, this item has been continued to the June 19, 2007 City Council meeting.

2. **Continued public hearing and consideration of Development Agreement for the Anderson Place Tentative Subdivision Map Project (723 Railroad Avenue, APN 003-220-22)**

Community Development Director Dan Sokolow gave a brief overview and confirmed that tankless water heaters will be installed in all residential units but are not to be counted towards meeting the Energy Star standards.

Regarding the Railroad Avenue and Anderson Avenue Intersection, City Engineer Nick Ponticello indicated that the installation of signals and lighting improvements at the Railroad Avenue and Anderson Avenue intersection would cost up to \$300,000. A controlled approach, ie: stop signs, pedestrian control facility or four-way bulb outs w/medians could cost up to \$150,000. A traffic study, which is required for projects exceeding 20 units, has not been done as there are less than the 20 units within Anderson Place.

Council Member Anderson inquired about the amenities on the east side of Railroad Avenue and the pedestrian crossing at Grant Avenue in front of the truck yard. Mayor Fridae agreed with Council Member Anderson that pedestrians generally would not walk to the

Grant Avenue pedestrian crossing and that a crosswalk is needed at Anderson & Railroad. City Engineer Ponticello thought that multi-direction stop signs at Anderson & Railroad could create a possible stacking up situation at the stop sign and recommended against it, but added it is ultimately the City Council's decision. He recommended enhanced pedestrian crossing ie: pedestrian safe haven landing or a speed table which would also minimize the cost of improvements.

Council Member Martin asked how to go about reducing the speed of incoming motorists traveling southbound on Railroad Avenue? Council Member Aguiar-Curry did not want any improvements to impact this project. Council Member Anderson said he is in favor of medians or signage, but mentioned that speed tables were not favored by buses and that he would support some type of pedestrian crossing at Anderson & Railroad. City Manager Donlevy interjected that the Development Agreement represents negotiations with the developers.

Mayor Fridae opened the public hearing at 8:50 p.m. Resident Brent Maxwell, 104 Colby Lane, would like to see some type of control, as pedestrians continue to cut through an open field to cross Railroad Avenue. Juanita Martinez, 807 Walnut, would like to see pavement installed on the east side of Railroad Avenue. Mayor Fridae closed the public hearing at 8:53 p.m.

Council Member Stone made a motion to approve staff recommendation by introducing and waiving the first reading of Ordinance No. 2007-05, approving and authorizing execution of the Anderson Place Development Agreement. He also requested that the traffic controls and pedestrian crossing be addressed as separate issues. Seconded by Council Member Martin.

Mayor Fridae felt a walkway on the east side of Railroad was not as important as a pedestrian crossing. Council Member Anderson indicated he could support the motion made by Council Member Stone if something definite comes back regarding a pedestrian crossing at Anderson and Railroad. City Engineer Ponticello estimated a cost of \$30,000 for a median and striping, but also brought up possible drainage issues. He also asked if the applicant's engineer would be working on this project. Council Member Anderson asked about the possibility of a crosswalk on the north side of Anderson. City Manager Donlevy thought this might be a practical choice, as there is a power pole in the pedestrian right-of-way on the south side of Anderson. Council Member Stone reiterated that he wanted no further burden on the applicant and the

pedestrian crossing was not a condition of the motion. He also asked staff to bring back the pedestrian crossing issue as a separate agenda item, with the condition that the applicant's engineer participate with the City engineer regarding this issue. The conditions of the development agreement were accepted by applicants Yahn and Eva Brzeski, who were also supportive of the participation of their engineer for the pedestrian crosswalk. They also voiced their appreciation to the Council for their comments. Mayor Fridae voiced his disappointment that the pedestrian crossing issue has not been addressed before tonight.

Motion carried with the following roll call:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin and Stone  
**NOES:** Mayor Fridae  
**ABSTAIN:** None  
**ABSENT:** None

**3. Second Reading and Adoption of Ordinance 2007-04 Amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing and Parking**

The second public hearing was opened at 9:20 p.m. by Mayor Fridae, and with no comments was closed at 9:20 p.m.

Council Member Anderson made a motion to adopt Ordinance No. 2007-04, an Ordinance of the City of Winters amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing and Parking. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**4. Update on Location of Recycling Center at Lorenzo's Market, 121 East Grant Avenue**

Council Member Anderson recused himself due to a possible conflict of interest. Community Development Director (CDD) Dan Sokolow addressed the alleyway linking Walnut Street to the rear of

the market, which is to be used for emergency vehicles. To prevent non-emergency vehicle traffic, the Lorenzo's have agreed to place breakaway or collapsible bollards at the ends of the alleyway and a fire hydrant has been installed at the rear of the store.

Brent Maxwell, 104 Colby Lane, requested that the recycle center be re-located due to the noise level.

Debbie Lee, 106 Colby Lane, spoke regarding the noise pollution, people throwing bottles and cans behind the market, autos driving unsafely, and has made three calls to the police department in the last three months regarding these problems.

Juanita Martinez, 807 Walnut Avenue, a resident at this address since 1975, has had to repair her back fence after being damaged and requested if a temporary location could be found until an alternate permanent location is found, as the noise is unbearable.

Yvonne Apilado, 110 Colby Lane, has been a Winters resident since 1994 after re-locating from Vallejo, indicated that Winters is no longer the paradise she envisioned, and is being ruined due to the noise level of the recycling center.

Mayor Fridae inquired if the recycle center was closed on Sunday and if the hours of operation were Monday – Saturday, 10 am to 4:30 pm. The residents in attendance confirmed this information.

Brent Maxwell, 104 Colby Lane, talked about the possible re-location of the recycling center to the Corp Yard. Management Analyst Carol Scianna did not approve of moving the recycle center to the Corp Yard without fencing off a separate area. Council Member Martin indicated that this would be moving the problem from one residential area to another. Building Official Gene Ashdown addressed accessibility issues ie: restroom facilities for recycle center employee.

Doug Freix, 807 Walnut Avenue, inquired whether the city's current sound ordinance included a 50-decibal sound limit. Council Member Stone said a violation of the sound ordinance would have to be addressed. Council Member Martin asked if the Lorenzo's were opposed to moving the recycle center to the east side of the market? CDD Sokolow confirmed the opposition by the Lorenzo's based on aesthetics. Council Member Aguiar-Curry asked if the recycling bins could be turned so the openings are facing opposite the residents. Council Member Martin asked if the City had the authority to move the recycling center. City Manager Donlevy

indicated they have permitted use and the placement of the recycling center is at their discretion. Council Member Aguiar-Curry said it is bothersome that this issue has come to this point and asked if preventative measures could be taken and then a decision can be arrived at. CDD Sokolow offered to help facilitate a meeting between the Lorenzo's and residents. Upon Mayor Fridae's request, City Manager Donlevy confirmed that a noise check will be conducted and a meeting with the residents will be planned. Mayor Fridae, along with Council Member Martin, volunteered to mediate the meeting. City Manager Donlevy asked that this item be brought back to the July 17 meeting for an update.

Council Member Anderson returned to the dais at this time.

**5. Resolution 2007-24, Budget Adjustment to fund 621-57913-640 Misc. Capitol Expenditures for the Purchase of Two New Brush Aerators for the Wastewater Treatment Facility for \$42,537.50**

City Manager Donlevy gave a brief overview. As per City Attorney Wallace, due to bidding regulations, the quote from S & N Airflo will be accepted. Council Member Stone made a motion to adopt Resolution 2007-24, a budget adjustment to fund 621-57913-640, Misc. Capitol Expenditures for the purchase of two new brush aerators for the Wastewater Treatment Facility for \$42,537.50. Seconded by Council Member Martin. Motion carried by the following roll call:

**AYES:** Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae  
**NOES:** None  
**ABSTAIN:** None  
**ABSENT:** None

**6. Update on Monticello Redevelopment Project**

This item has been continued to the June 19<sup>th</sup> City Council meeting.

**7. Update on Rear Yard Setback of Non-Permitted Addition Constructed to Residence at 308 Peach Place (APN 003-271-28)**

Building Official Gene Ashdown thanked the Council for adopting Ordinance 2007-01, an amendment to the Winters Municipal Code,

Title 15 (Buildings and Construction) to require the installation of smoke alarms whenever the City issues a building permit for a Group R Occupancy (Residential) and amending the addressing standard for all occupancies. Regarding the issue at 308 Peach Place, a stop-work notice was issued on 7/17/06 for the non-permitted addition being constructed at the residence at 308 Peach Place, followed by a building violation letter sent via certified mail to the applicant on 7/31/06. On 11/21/06, a variance request was denied. On 1/9/07, the applicant submitted plans to have the addition approved as built. Upon receipt, the Building Official Ashdown forwarded a revision request plan check letter to the applicant and there has been no response from the applicant forthcoming. Council Member Martin inquired what action could be taken for non-compliance. Building Official Ashdown indicated the power to the residence could be discontinued, and City Attorney Wallace indicated a court order could be issued in order to abate the problem. Council Member Stone requested that if the previously agreed-upon reimbursement to the applicant of the required fees has not yet been issued, hold payment until the applicant has complied with all City requirements.

8. **Establish Cesar Chavez Day as a City Holiday, Commencing in 2008, to be celebrated on March 31**

This item has been continued to the June 19<sup>th</sup> City Council meeting.

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### **COMMUNITY DEVELOPMENT AGENCY**

- 1.

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**CITY MANAGER REPORT:** City Manager Donlevy requested from the Mayor and Council Members a date to hold final budget hearing during the week of 6/25. The agreed-upon date of the final budget hearing has been scheduled for Wednesday, June 27 @ 6:30 p.m. at City Hall.

**COUNCIL/STAFF COMMENTS:** Council Member Aguiar-Curry thanked the City staff and swimming pool staff for all their hard work in preparing for the Swimming Pool Grand Opening held on Friday, June 1, 2007. She also commended the work done by After School Coordinator Nancy Gonnella. Mayor Fridae and Council Member Martin agreed with the comments made by Council Member Aguiar-Curry regarding the Swimming Pool Grand Opening, with

Council Member Martin confirming that non-swimmers are to remain behind the red line on the deck of the swimming pool.

**INFORMATION ONLY:** None

**EXECUTIVE SESSION:** None

**ADJOURNMENT:** Mayor Fridae adjourned the meeting at 11:05 p.m.

\_\_\_\_\_  
Woody Fridae, Mayor

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, City Clerk



**City of Winters Request for Street Closure**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

- 1. Main Street
- 2. Railroad Street
- 3. Grant Avenue
- 4. Valley Oak Drive
- 5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: <u>ANTHONY E. WILSON</u>	Organization: _____
Address: <u>735 MAIN</u>	Mailing Address: _____
Telephone: <u>707) 372 2484</u>	Today's Date: <u>5/21/07</u>
Streets Requested: <u>Ivy Loop - No Main</u>	
Date of Street Closure: <u>July 4th</u>	Time of Street Closure: <u>12 PM - 10 PM</u>
Description of Activity: <u>Block Party</u>	
Services Requested of City: <u>Street Closure Permit</u>	
<b>APPROVED:</b> _____ <b>Police Department</b> _____ <b>Public Works Department</b>	

*Handwritten notes:*  
No Main  
Ivy Loop



Date of Application: 6/6/07

To City Council: \_\_\_\_\_

Name of Person(s)/

Organization: Winters Friends of the Library

Contact: Carol Sciana

Business Address: POB 963

Telephone: 795-4910

Winters

Telephone: \_\_\_\_\_

Type of Event: Gazebo Concerts

Purpose of Event: (ie; fundraiser, parade, festival, etc.): music concerts

Date/Time of Event: July 5, 12, 19, & 26th From: 4pm To: 830pm

Location/Address of Event: Gazebo

Rated Output of Amplifier in Watts: 100-medium Number of Speakers: 2

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: [Signature]

For City Use Only

Proof of Insurance:  N/A (Not City Property)  Yes  No

Rental Fee Paid:  N/A (Not City Property)  Yes  No

Police Department:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

City Council:  Approved  Denied Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_





## STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** June 19, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nick Ponticello, City Engineer *map*  
**SUBJECT:** Agreement with the County of Yolo – County Surveyor Services

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**RECOMMENDATION:** Staff recommends the City Council authorize the City Manager to execute the Agreement Between the City of Winters and Yolo County for Certain Services of the County Surveyor.

**BACKGROUND:** For the last several years, the County Surveyor has been providing plan-review services for Final Maps and Parcel Maps. The law requires a licensed Land Surveyor or pre-1982 Civil Engineer sign all Subdivision Maps for technical accuracy. The City Engineer's license is post-1982, therefore the City utilizes the services of the County Surveyor. This cost-effective approach is used in other local jurisdictions.

The previous Agreement expired and the County Counsel prepared a new Agreement, which is before you for approval. The City Attorney has reviewed the document. Council authorization for the City Manager to sign the Agreement on the City's behalf is requested.

**ALTERNATIVES:** None recommended by staff.

**FISCAL IMPACT:** Nothing from the General Fund. The County Surveyor reviews Final Maps and Parcel Maps on an as-needed basis and costs associated with the reviews are covered by the individual developers.

Attachment: City/County Agreement

**AGREEMENT NO. \_\_\_ - \_\_\_**

**AGREEMENT BETWEEN THE CITY OF WINTERS  
AND YOLO COUNTY FOR CERTAIN SERVICES OF  
THE COUNTY SURVEYOR**

This Agreement ("Agreement") is entered into this \_\_\_ day of \_\_\_\_\_, 2007 between the County of Yolo, a California general law county incorporated on June 1, 1850 ("County") and the City of Winters, a California general law city incorporated on February 9, 1898 ("City").

**RECITALS**

**WHEREAS**, the City has need of a licensed surveyor to perform certain duties under certain provisions of the California Subdivision Map Act and is authorized by law to contract for such duties; and

**WHEREAS**, the need for these duties is not so extensive as to necessitate the City employing a Surveyor; and

**WHEREAS**, the County Surveyor is a County employee and is a surveyor licensed under California law to perform the duties needed by the City; and

**WHEREAS**, the County, in furtherance of intergovernmental cooperation, is willing to make the services of the County Surveyor available to the City to perform the duties needed by the City so long as such availability does not unreasonably interfere with the regular duties of the County Surveyor and so long as the City pays the reasonable costs of the County Surveyor for performing such duties on behalf of the City;

**NOW, THEREFORE**, the County and the City agree as follows:

**AGREEMENT**

**I. SERVICES TO BE PERFORMED BY THE COUNTY**

**A.** To the extent that his County workload permits, the County Surveyor shall furnish and perform the services set forth in the attached **Exhibit A**, which is incorporated herein by this reference, in a manner satisfactory to the City Manager or his/her designee.

**B.** With regard to the provision of the services required of the County Surveyor by this Agreement, the City understands and agrees that the primary obligation of the County Surveyor is to perform his County duties as an employee of the County. The City also understands and agrees that the County Surveyor's responsibilities to the City under this Agreement are secondary to the County Surveyor's obligation to the County. If the City requests services for which the County Surveyor does not have time to undertake, the County Surveyor shall promptly inform the City Manager of this fact and promptly return all materials submitted

to the County Surveyor for his review. In such an event, the County shall have no further responsibility or liability to the City under this Agreement for review of those returned materials.

C. Prior to performing a specific service requested by the City, the County Surveyor will prepare an estimate of the time needed to perform the requested service. The purpose for preparing this estimate is to provide a basis for the fee to be charged of the project applicant by the City. The estimate shall not be binding on the County for the service provided, because due to unknown circumstances beyond the control of the County, additional time beyond that set forth in the estimate may be required. The City shall pay the County for the actual time required to perform the requested specific service.

## **II. COMPENSATION AND REIMBURSEMENT OF EXPENSES TO BE MADE BY THE CITY**

A. For the services described in Article I above, as each specified service is completed, and subject to the condition that the specified service has been completed in a manner satisfactory to the City Manager, or his/her designee, the County shall be compensated by the City for the County's actual costs of providing the services in accordance with Exhibit A. These costs will be increased by the County for salary and cost increases on a fiscal year basis. In the event that the City Manager does not approve the County's proposed increased hourly rate, then the County shall have the right to immediately terminate this Agreement. In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. The County shall be entitled to reimbursement for certain expenses actually incurred by the County for the services provided pursuant to Article I of this Agreement. The following expenses may be reimbursed: travel to and from Winters; copying charges including making of blueprints, mylar and other copies. If incurred, travel expenses will only be reimbursed within the limits and in the manner provided in County Policy for County employees. Expenses will only be reimbursed upon the presentation of paid invoices.

## **III. METHOD OF PAYMENT**

A. Within forty-five (45) days of the completion of a service provided pursuant to Article I in a manner that is satisfactory to the City Manager or his/her designee, the County shall submit an invoice detailing the services provided by the County Surveyor, the amount of time spent by the County Surveyor providing the service calculated to the one-tenth of an hour, and an itemization of the actual expenses for which reimbursement is requested. If requested by the City, the County shall provide any further documentation to verify the compensation and reimbursement sought by the County.

B. Within fifteen (15) calendar days of the receipt of County's detailed invoice, the City Manager or his/her designee shall either authorize payment or advise the County in writing of any concerns that the City Manager or his/her designee has with the invoice or any need for further documentation.

C. Within thirty (30) calendar days of authorization by the City Manager or his/her designee for payment of an invoice, the City Treasurer shall either authorize payment of the compensation sought and/or payment of the reimbursement of expenses sought or advise the County in writing of any concerns that the City Treasurer has with the request or any need for further documentation.

#### **IV. REPORTS**

The City shall provide the County with all information pertinent to the services required of the County by this Agreement which is requested by the County and which is within the City's possession. No charge for these materials will be made.

#### **V. OWNERSHIP OF DOCUMENTS AND WORK PRODUCT**

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the City, and the County agrees to deliver and assign the foregoing to the City, upon completion of the services hereunder or upon any earlier termination of this Agreement. The County assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the City without restriction or limitation on their use. No charge for any of the foregoing will be made.

#### **VI. RECORDS RETENTION**

All records, documents, and general correspondence relating to the project in possession of the County shall be retained and available for review for a period of not less than four (4) years after receipt of final payment. The County shall make such records available for inspection by authorized representatives of the City at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, the County shall notify the City Manager. Upon such notification, the City shall either agree to the destruction or authorize the records to be forwarded to the City for further retention.

#### **VII. DISPUTES**

Any dispute arising under this Agreement shall be decided by the City Manager who shall put his or her decision in writing and mail a copy thereof to the address for the notice to the County. The decision of the City Manager shall be final unless within thirty (30) days from the date such copy is mailed to the County, the County appeals the decision in writing to the City Council. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting the County's position. In connection with any appeal proceeding under this paragraph, the County shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the City Council at a regular Council meeting. Pending a final decision of the dispute, the County shall proceed diligently with the performance of this Agreement and in accordance with the City Manager's decision. The decision of the City Council on the appeal shall be final for purposes of

exhaustion of administrative remedies.

## **VIII. TERMINATION**

**A.** This Agreement shall remain in effect indefinitely following its full execution by the parties, unless terminated in the manner set forth in this Section VIII. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) calendar days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within this thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen-(15) calendar days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

**B.** This Agreement may be terminated for any reason by either party at any time during its term, by giving thirty-(30) calendar advance written notice to the other party.

**C.** Upon cancellation of this Agreement or suspension of work by either the City or the County, the County shall furnish to the City all documents and drawings prepared under this Agreement, whether complete or incomplete.

## **IX. APPLICABLE LAWS**

In the performance of the services required by this Agreement, the County and the City shall comply with all applicable Federal, State, County and City statutes, ordinances, regulations, directives and laws. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

## **X. NON-DISCRIMINATION IN SERVICES AND BENEFITS**

The County and the City certify that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State County and City laws and regulations. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit to a participant which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by other receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit;

and the assignment of times or places for the provision of services.

## **XI. COUNTY'S RESPONSIBILITIES**

The County shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, the County shall indemnify, defend and hold harmless the City of Winters, its elected representatives, officers, agents, and employees from and against any and all claims, demands, losses, defense costs, expenses (including attorney fees) or liability of any kind or nature, for personal injury or property damage arising out of or, as a result of litigation or administrative proceeding(s), alleged to arise out of:

(1) any negligent act, error or omission of the County, its officers, agents or employees, in performing the services, responsibilities or duties required of the County by this Agreement; or

(2) any breach of any statutory, regulatory, contractual or legal duty of any kind related, directly or indirectly, to the services, responsibilities or duties required of the County by this Agreement.

In providing any defense under this Paragraph, the County shall use counsel reasonably acceptable to the City Attorney. The provisions of this Paragraph shall survive the termination or expiration of this Agreement.

## **XII. NOTICE**

**A.** All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of the City and the County at their respective addresses as follows:

**CITY:** City Manager  
City of Winters  
318 First Street  
Winters, CA 95694

**COUNTY:** Director, Planning, Resources and Public Works Dept.  
292 West Beamer Street  
Woodland, CA 95695

**B.** In lieu of written notice to the above addresses, any party may provide notices through the use of facsimile machines provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

To the City: (530) 795-4935

To the County: (530) 666-8728

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

### **XIII. CONFLICT OF INTEREST**

A. Both the City and the County shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. The County and the City each agree that if any fact comes to their attention which raises any question as to the applicability of any conflict of interest law or regulation, they will immediately inform the other party and provide all information needed for resolution of the question.

### **XIV. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of the County under this Agreement are not assignable in whole or in part. In addition, the County shall not subcontract any portion of the services required of the County by this Agreement without the express written consent of the City Manager or his/her designee. If any portion of the services required of the County are subcontracted, the subcontractor(s) shall maintain the same insurance as required of the County by this Agreement and the County shall be fully responsible to the City for all work undertaken by subcontractors.

### **XV. STATUS OF CONTRACTOR**

A. It is understood and agreed by all the parties hereto that the County is an independent contractor and that no relationship of employer-employee exists between the City and the County. Neither the County nor the County's assigned personnel shall be entitled to any benefits payable to employees of the City.

B. It is further understood and agreed by all the parties hereto that neither the County nor the County's assigned personnel shall have any right to act on behalf of the City in any capacity whatsoever as an agent or to bind the City to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that the County must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of the County's assigned personnel.

**XVI. AMENDMENT**

This Agreement may be amended only by written instrument signed by the City and the County.

**XVII. WAIVER**

The waiver by the City or any of its officers, agents or employees or the failure of the City or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

**XVIII. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the City and the County and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year above set forth.

**COUNTY OF YOLO**

By \_\_\_\_\_  
Mariko Yamada, Chair  
Board of Supervisors

Attest: Ana Morales, Clerk  
Board of Supervisors

By \_\_\_\_\_  
Deputy  
(SEAL)

**CITY OF WINTERS**

By \_\_\_\_\_  
John Donlevy, City Manager





JOHN BENCOMO  
DIRECTOR

# County of Yolo

## PLANNING RESOURCES AND PUBLIC WORKS DEPARTMENT

292 West Beamer Street Woodland, CA 95695-2598 (530) 666-8775 FAX (530) 666-8728  
www.yolocounty.org

## Exhibit A

**1. SERVICES:** Upon request of the City of Winters, City Engineer, to examine Final Maps and Parcel Maps for projects located within the City of Winters. The examination will be to determine conformance with the requirements of the State Subdivision Map Act and any applicable local ordinance(s) prior to filing with the County Recorder.

### 2. RATE SCHEDULE (Year 2007-2008):

#### (A) LABOR RATES

County Surveyor

\$81.54/hour  
(to June 30, 2007)

#### (B) DIRECT EXPENSE UNIT RATES:

Blue line prints (24" x 36", or smaller)

\$5.00/sheet

Photocopies (8-1/2"x11")(0-30 pages)

\$0.50/page

Photocopies (11" x 17")(0-30 pages)

\$1.50/page

Cost to mail publications

\$5.00

**Note:** These rates will change with the onset of each new fiscal year.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** June 19, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Shelly Gunby, Director of Financial Management *Shelly*  
**SUBJECT:** Water and Sewer Rate Increase Effective July 1, 2007.

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**RECOMMENDATION:**

Accept this information report on the increase in Water and Sewer rates effective July 1, 2007.

**BACKGROUND:**

On December 13, 2005 the City Council approved Resolutions #2005-48 and 2005-49 establishing the fees, rates and charges for the City's Water and Sewer Systems. The rates approved included increases for January 1, 2006 and July 1, 2007 for the Water System and January 1, 2006, July 1, 2007 and July 1, 2008 for the Sewer System. These rates were arrived at by the analysis of revenues and expenditures performed by Hilton, Farnkopf and Hobson, an outside consultant retained by the City of Winters for the express purpose of determining the appropriate rate structure for maintaining the financial stability of both the Water O & M and the Sewer O & M funds. The rate structure put in place by resolutions #2005-48 and 2005-49 includes the amount necessary to provide the proper revenue for operating and maintaining the Water System and the Sewer System of the city, and to provide the amount for debt service for the anticipated Water and Sewer bonds. We anticipate issuing the bonds in late summer, early fall 2008.

**FISCAL IMPACT:**

The current utility bill is \$63.50 per month for non-metered water connections, beginning July 1, 2007 the bill will be \$78.53 per month for all non-metered water connections, an increase of \$15.03 per month.

The increase in rates will provide for the proper funding levels for both the operating and maintenance functions of both Water and Sewer, as well as provide the funding for payment of debt service on the soon to be issued Water and Sewer Revenue Bonds

**ATTACHMENTS:**

Exhibit A: Water Service Rates  
Exhibit B: Sewer Service Rates

# City of Winters

## Water Service Rates

### Exhibit A

#### Effective Dates

Users	1/1/2006	7/1/2007
Single Family	\$ 25.54	\$ 33.76
Multi Family	\$ 23.30	\$ 30.80
Commercial I	\$ 23.30	\$ 30.80
Commercial II	\$ 27.95	\$ 36.96
School-Public	\$ 439.82	\$ 582.68
Industrial	\$ 27.95	\$ 36.96
	\$	
Non-Active and Locked off	4.63	\$ 6.06
All-metered connections	\$ 23.30	\$ 30.80
<b>Metered Rates( All Users)</b>		
0-1,200 cubic feet	\$ 23.30	\$ 30.80
1,201-12,000 cubic feet (per 100 cubic ft)	\$ 0.464913	\$ 0.616010
12,001-25,000 cubic ft (per 100 cubic ft.)	\$ 0.306987	\$ 0.406757
25,000 + cubic ft (per 100 cubic ft)	\$ 0.157413	\$ 0.208572
<b>Turn off Service</b>		
Due to Non- Payment	\$ 25.00	\$ 25.00
(Costs includes turn-on upon payment)		
User bypass of City Shutoff	\$ 550.00	\$ 550.00
(may require installation of a lockable valve/master set up)		
	25.00 +3 hr	25.00 +3 hr
Weekend, Holiday and After Hours Callout	minimum	minimum
	Maint	Maint Worker
	Worker time	time
<b>Construction Meters/Water Trucks</b>		
Deposit on Meter	\$ 750.00	\$ 750.00
Water Truck Certification(per truck)	\$ 50.00	\$ 50.00
Usage Rates	\$ 0.591100	\$ 0.783208
<b>Property Outside of City Limits</b>		
Billing shall be calculated at three (3) times the rate of the appropriate category as calculated above.		
Optional rates may be made by special arrangement with a separate approve of the City Council		
<b>Water Meters (Includes Box and Cover)</b>		
3/4" and 1"	\$ 235.00	\$ 235.00
1-1/2 "	\$ 470.00	\$ 470.00
2"	\$ 650.00	\$ 650.00

2" (compound) & larger	\$ 812.50	\$ 812.50
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<b>Installation Inspection</b>	\$ 25.00	\$ 25.00
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<b>Effective Dates</b>	
<b>1/1/2006</b>	<b>7/1/2007</b>

**City Installation of Water Meter**

3/4", 1" or 1-1/2'	\$550.00 plus meter cost	\$550.00 plus meter cost
--------------------	-----------------------------	-----------------------------

2" or greater	\$687.50 plus meter cost requires \$800.00 deposit	\$687.50 plus meter cost requires \$800.00 deposit
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Cost for Single Family residential meter installation(includes inspection when City Staff installs the meter	\$785.00	\$785.00
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**User Definitions**

*Commercial I*

uses include office, medical, retail sales, barber beauty shops, religious worship and other low water usage commercial businesses

*Commercial II*

uses include restaurant, bars, cocktail lounges, automotive repair, funeral parlor, nurseries, private schools, and other eater intensive commercial operations

*Non-Listed Users*

users not listed or determined to fall within a specific category shall be metered or rate shall be set by special agreement and approved by the City Council

**City of Winters  
Sewer Service Rates**

**Effective Dates**

<b>Users</b>	<b>1/1/2006</b>	<b>7/1/2007</b>	<b>7/1/2008</b>
Single Family	\$ 27.96	\$ 34.77	\$ 36.85
Multi Family (per unit)	\$ 26.43	\$ 32.85	\$ 34.82
Lodging, Motels, Boarding House, Rest Homes	\$ 13.00	\$ 16.16	\$ 17.13
Commercial I	\$ 22.86	\$ 28.42	\$ 30.12
Commercial II	\$ 26.43	\$ 32.85	\$ 34.82
School-Public	\$ 26.43	\$ 32.85	\$ 34.82
Industrial	\$ 18.29	\$ 395.70	\$ 419.44
Non-Active and Locked off	\$ 3.50	\$ 4.35	\$ 4.61
Cradwick Building	\$ 22.44	\$ 27.89	\$ 29.56
Yolo County Housing Authority	\$2,665.37	\$3,313.58	\$3,512.40
Outside City Rate	\$ 68.57	\$ 90.36	\$ 90.36
plus usage per 100 cubic feet in excess of 6,000 cubic ft	\$ 2.17	\$ 2.70	\$ 2.86

**Laterals based on per unit(residential)  
or per**

<b>office/use (non-residential)</b>			
Clean out (per each 6" & 8")	\$543.90	\$ 543.90	\$ 543.90
Larger sizes	cost25%	cost+25%	cost 25%

**User Definitions**

- Commercial I* uses include office, medical, retail sales, barber beauty shops, religious worship and other low water usage commercial businesses
- Commercial II* uses include restaurant, bars, cocktail lounges, automotive repair, funeral parlor, nurseries, private schools, and other eater intensive commercial operations
- Non-Listed Users* users not listed or determined to fall within a specific category shall be metered or rate shall be set by special agreement and approved by the City Council



**CITY COUNCIL STAFF REPORT**

June 19, 2007

**TO:** Honorable Mayor and Council Members

**THROUGH:** John W. Donlevy, Jr. – City Manager

**FROM:** Dan Sokolow – Community Development Director *DS*

**SUBJECT:** **Second reading and adoption of Ordinance No. 2007-05, Development Agreement for the Anderson Place Tentative Subdivision Map Project (723 Railroad Avenue, APN 003-220-22).**

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**RECOMMENDATION:** Staff recommends that the City Council take the following actions: (1) Receive the staff report and (2) Conduct the second reading of Ordinance No. 2007-05 to approve and authorize the execution of the Anderson Place Development Agreement.

**ATTACHMENTS:**

Ordinance No. 2007-05 and Final Development Agreement

Anderson Place/TM CC Stf Rpt 19Jun07

**ORDINANCE NO. 2007-05**

**AN ORDINANCE OF THE  
CITY COUNCIL OF THE  
CITY OF WINTERS  
ADOPTING A DEVELOPMENT AGREEMENT  
(ANDERSON PLACE PROPERTY)**

THE CITY COUNCIL OF THE CITY OF WINTERS HEREBY ORDAINS  
AS FOLLOWS:

Pursuant to the provisions of Government Code §65864 et seq. and Chapter 2 of Title 11 of the Winters City Code, the City Council of the City of Winters hereby:

1. Adopts and approves that certain document entitled "**AN AGREEMENT BETWEEN THE CITY OF WINTERS AND G STREET SAN BERNARDINO, LLC RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE ANDERSON PLACE PROPERTY.**"

2. Authorizes and directs the Mayor to sign the document on behalf of the City after the second reading of this ordinance and after it has first been signed by a duly authorized representative of G Street San Bernardino, LLC.

3. Authorizes and directs the City Clerk to record the document, after it is signed by both parties, in the Office of the Recorder of Yolo County.

PASSED AND ADOPTED THIS 19th day of June, 2007 on the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
**Woody Fridae, MAYOR**

Attest:

\_\_\_\_\_  
**Nanci G. Mills, CITY CLERK**

**A DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF WINTERS AND G STREET SAN**  
**BERNARDINO, LLC RELATING TO THE DEVELOPMENT OF THE**  
**PROPERTY COMMONLY KNOWN AS THE ANDERSON PLACE**  
**PROPERTY**

**THIS DEVELOPMENT AGREEMENT** ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and G Street San Bernardino, LLC, a California limited liability company (the "Developer"), under the authority of § 65864 *et seq.* of the Government Code of the State of California and Chapter 2 of Title 11 of the Winters Municipal Code. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County. The City and the Developer are sometimes referred to herein as the Parties.

**FACTS AND CIRCUMSTANCES**

This Agreement is entered into based on the following facts and circumstances, among others:

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.
2. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Anderson Place Property and further described in Exhibits A and B to this Agreement, is through the use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864)

[entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

3. It is the intent of the Parties in entering into this Agreement to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain vested rights to develop the Anderson Place Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

**THE PARTIES AGREE AS FOLLOWS:**

**TABLE OF CONTENTS**

This Agreement is divided into articles, sections, and subsections as set forth below. The title of an article, section, or sub-section is for the convenience of the Parties only and a title is not intended to alter the content or meaning of any article, section or subsection.

Article 1. Definitions

Article 2. General Provisions

Article 3. Development of the Property

Article 4. Special Development Obligations

Article 5. Default, Remedies, and Dispute Resolution

## Article 6. Hold Harmless and Indemnification

### **ARTICLE 1** **DEFINITIONS**

The following words and phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

Section 1.1 "Agreement" means this Development Agreement.

Section 1.2 "Application fees" means the amount paid by the Developer for the processing of any land use entitlement or for an amendment to this Agreement.

Section 1.3 "Building Permit" means the ministerial permit issued for the construction of a residential housing unit upon the payment of all applicable fees.

Section 1.4 "Anderson Place Property" or "The Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcel No. 003-220-22, and is more specifically shown and described in Exhibits A and B.

Section 1.5 "Anderson Place Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for The Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Anderson Place Tentative Subdivision Map #4859 is attached as Exhibit C.

Section 1.6 "Anderson Place Subdivision" means the multi-family residential development created by the Anderson Place Tentative Subdivision Map.

Section 1.7 "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (E.g., the term "City Engineer" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

Section 1.8 "City of Winters" means the physical boundaries of the City of Winters.

Section 1.9 "Condition of approval" means a requirement placed on a land use entitlement which must be satisfied in order for the entitlement to be effective. Example: a condition that a road be built at the expense of the Developer and dedicated to the City as a public thoroughfare.

Section 1.10 "Conditions of Approval" means the conditions placed on the approval of the Anderson Place Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

Section 1.11 "Developer" means G Street San Bernardino, LLC, a California limited liability company and/or its successor(s) in interest.

Section 1.12 "Discretionary Approval" means an action which requires the exercise of judgment, deliberation, or discretion on the part of the City in approving or disapproving a particular activity.

Section 1.13 "Final subdivision map" or "final map" means the map submitted to the City which, once approved under the City's Subdivision Ordinance and the Subdivision Map Act, is recorded in the Official Records of Yolo County and legally creates the residential lots, streets, and other land use features shown on it.

Section 1.14 "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of The Property for such things as traffic circulation, sewer and water conveyance facilities, and similar matters.

Section 1.15 "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval.

Section 1.16 "Ministerial Approval" means an action by the City given where there has been compliance with applicable regulations and which does not require the exercise of discretion.

Section 1.17 "Mitigation Measures" means the requirements placed on the development of The Property to cure or lessen the environmental impact of a particular physical activity as identified as part of the analysis done for The Property under the California Environmental Quality Act (CEQA). The Mitigation Measures are a part of Exhibit D, Conditions of Approval.

Section 1.18 "Off-site improvement" means a public improvement constructed outside the physical boundaries of The Property.

Section 1.19 "On-site improvement" means a public improvement constructed within the physical boundaries of The Property.

Section 1.20 "Party" means either the City or the Developer, or their successors, as the context may indicate. "Parties" means both the City and the Developer, or

their successors.

Section 1.21 "Public Improvements" or "Infrastructure" means facilities constructed for use in accommodating residential use on The Property.

Section 1.22 "Vesting law" means any state or federal law which gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

Section 1.23 "Affiliated Entity" means any entity where members of the Developer are officers, shareholders or employees of such entity.

## **ARTICLE 2**

### **GENERAL PROVISIONS**

Section 2.1 All Exhibits Deemed Incorporated By Reference.

Unless specifically stated to the contrary, the reference to an exhibit by a designated letter or number shall mean that the exhibit is made a part of this Agreement.

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Anderson Place Property, Yolo County Assessor's Parcel No. 003-220-22 (consisting of approximately 2.13 acres). A map showing the location and boundaries of The Property is attached as Exhibit A and a legal description describing The Property is attached as Exhibit B. In this Agreement the Anderson Place Property will, in most instances, be referred to simply as "the Property."

Section 2.3 Agreement to be Recorded; Effective Date; Term.

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5.

b. The term of this Agreement is five (5) years, commencing on the date it is recorded. The term may be extended by mutual consent of the Parties. It may be terminated as provided in Article 5.

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

Any successors in interest to the City and the Developer shall be subject to the provisions set forth in Government Code sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of The Property: (a) is for the benefit of and is a burden upon The Property; (b) runs with The Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of The Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 2.5, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the Developer in writing pursuant to Section 2.5. In no event shall an owner or tenant of an individually completed residential unit within the Anderson Place Subdivision have any rights under this Agreement.

Section 2.5 Right to Assign; Non-severable obligations.

a. Except as otherwise provided, the Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in

whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement.

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

1. The assignee has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and

2. The proposed assignee has adequate experience with residential developments of comparable scope and complexity to that being undertaken on The Property and has successfully completed such developments.

c. The special development conditions set forth in Article 4 are not severable, and any sale of The Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever such conditions shall constitute a default under this Agreement and shall entitle the City to terminate this Agreement in its entirety.

## Section 2.6 Amendment of the Agreement.

This Agreement may be amended from time to time with the mutual written consent of both Parties as provided by Government Code section 65868 and Title 11, Chapter 2, Article 6 (Amendment or Cancellation by Mutual Consent) of the Winters Municipal Code. The cost by the City in processing a proposed amendment shall be paid by the Developer. The Developer shall pay normal application fees.

Section 2.7 Whole Agreement; Conflict with Municipal Code.

a. This Agreement, together with any subsequent addenda, amendments, or modifications, shall constitute the entire agreement of the Parties as to the development of The Property. All prior agreements of the Parties, whether written or oral, are of no further force or effect.

b. The provisions of Title 11, Chapter 2 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

Section 2.8 Choice of Law; Venue; Attorneys' Fees; Alternative Dispute Resolution.

a. This Agreement shall be interpreted according to the laws of the State of California. Any litigation concerning its meaning shall be venued in the Superior Court of Yolo County. The prevailing Party in such litigation, as determined by the court, shall be awarded reasonable attorneys' fees in addition to statutory costs.

b. Nothing herein shall preclude the Parties from entering into a separate agreement to resolve any matter concerning this Agreement by a method other than litigation in court, including binding arbitration.

Section 2.9 Notices.

a. Formal written notices, demands, correspondence, and communications between the City and the Developer shall be given if sent to the City and the Developer by any one of the following methods:

1. Via certified U.S. Mail, return receipt requested.
2. Via an overnight mail service of the type normally used by the business community, such as Federal Express, UPS Overnight, and California Overnight.
3. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.

b. The written notices, demands, correspondence, and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate. Notices to the City shall be given as follows:

City of Winters  
318 First Street  
Winters, CA 95694  
Attn: City Manager  
Telephone (530) 795-4910 x 110  
FAX (530) 795-4935

c. Notices to the Developer shall be given as follows:

G Street San Bernardino, LLC  
6151 W. Century Blvd., Suite 300  
Los Angeles, CA 90045  
Attn: Eva I. Brzeski  
Telephone (310) 846-1754  
FAX

**ARTICLE 3**  
**DEVELOPMENT OF THE PROPERTY**

Section 3.1 Land Use Entitlements.

a. The Property shall be developed under the following land use entitlements, all of which have been adopted or approved by the City Council:

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Resolution No. 2007-09 adopted on April 3, 2007).

2. This Development Agreement (Ordinance No. 2007-05 adopted June 19, 2007 and effective on July 19, 2007, (the "Enacting Ordinance")).

3. Zoning Ordinance amendment to rezone 0.71 acres from O-F to O-F PD Overlay and 1.42 acres from C-2 to C-2 PD Overlay (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).

4. Anderson Place Tentative Subdivision Map, with Findings of Fact and Conditions of Approval, dividing The Property into 24 residential lots to create 28 residential units and 9 office suites, an internal roadway/parking areas ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D"). (Resolution No. 2007-10 adopted on April 3, 2007).

5. A Planned Development Permit (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).

6. Amendment of the Circulation Master Plan (May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001; City Council

Resolution 2001-61) to allow Anderson Avenue to be constructed to Collector Street improvement standards with a 50-foot right of way, 40-foot face of curb to face of curb roadway section, and 5-foot sidewalks each side to the existing Railroad Avenue roadway and to allow interim Railroad Avenue improvements to include interim landscaping within the future roadway on east side of Railroad Avenue, with a 10-foot concrete pedestrian/bike path from the northern terminus of the development to the southern terminus of the development (Resolution No. 2007-10 adopted on April 3, 2007).

7. Conditional Use Permit to allow the construction of multi-family housing in the O-F and C-2 Zones (Resolution No. 2007-10 adopted on April 3, 2007).

8. A Demolition Permit to remove one existing structure on The Property (Resolution No. 2007-10 adopted on April 3, 2007).

9. Site Plan for the design of the residences and office suites and the conceptual landscaping for the subdivision feature/green space area ("Lot B"), the Railroad Avenue frontage, and internal areas (Resolution No. 2007-10 adopted on April 3, 2007).

b. Under the provisions of Government Code § 66452.6(a), the term of the Anderson Place Subdivision Tentative Subdivision Map is co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

The City finds that the provisions of this Agreement and the development of the Property are consistent with and conform to the General Plan of the City of Winters, as amended.

Section 3.3 Vested Rights of Developer.

a. Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the land use entitlements described in Section 3.1 above, and in conformity with the City rules, regulations, policies and ordinances in effect on the date of adoption of the Enacting Ordinance, regardless of subsequent amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City. This vested right shall include:

1. The right to the number of residential lots, dwelling units, and the density of development (dwelling units per acre) of those units, as shown on the Anderson Place Tentative Subdivision Map.

2. Exclusion from:

a) Subsequently enacted building moratoria.

3. The right to connect each dwelling unit to sewer and water services, provided all improvements regarding such services are made and all applicable fees are paid.

4. The cross-section of streets (including sidewalks, trails, and other thoroughfares) as established in the Conditions of Approval for the Anderson Place Tentative Subdivision Map.

5. The Mitigation Measures.

b. The vested rights set forth in Subdivision a. do not apply to changes affecting development of the Property as mandated by state and/or federal laws effective after the date this Agreement is recorded. In the event of such changes, the City will permit the development of the Property as originally permitted by this Agreement to the greatest extent reasonably feasible taking into consideration the changes in the law.

Section 3.4 Rights Retained by the City.

a. Except as specifically provided in section 3.2, all regulations of the City as expressly provided by state law, federal law, and/or local ordinance, resolution, or rule shall pertain to the development of the Property. Such regulations include, but are not limited to:

1. Discretionary approvals. (The only discretionary approval contemplated at this time is site plan review (design review) pursuant to the Zoning Code.)

2. Subdivision standards in effect when a final subdivision map is approved.

3. The California Building Code, National Fire Protection Act, and local building code standards in effect at the time a building permit for a specific dwelling unit is issued.

4. Fees (including, but not limited to, fees commonly referred to as "impact fees") and charges, including, but not limited to, fees and charges for

building permits, traffic signalization, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services, and police and fire buildings and equipment, which are in effect and collected at the time of the approval of a final subdivision map or the issuance of a building permit, as provided in this Agreement or as generally applicable throughout the City of Winters.

b. The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police power, provided they are of general applicability to all developments of a similar nature in the City of Winters.

Section 3.5 Other Vesting Laws Inapplicable.

a. It is the intent of the Parties that the provisions of this Agreement shall supersede any provision of state or federal law pertaining to the vested rights of the Developer to develop the Property, whether those laws are currently in force or become effective after this Agreement is recorded. The laws in effect as referenced in the preceding sentence include, but are not limited to, provisions of the Government Code pertaining to Development Agreements (§ 65864 *et seq.*) and Development Rights [vesting tentative maps] (§ 66498 *et seq.*).

b. Notwithstanding subsection a., however, to the extent that a state and/or federal law becomes effective after this Agreement is recorded shall be made specifically applicable to the vested rights of landowners generally in the development of their properties, such state and/or federal law shall prevail.

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is

specifically granted by state and/or federal law which becomes effective after the date of the recording of this Agreement.

Section 3.6 Commencement of Development.

a. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within 150 days after this Agreement is recorded, submit for review/approval by the City the final map for the Anderson Place Subdivision and accompanying subdivision improvement plans. For purposes of this subsection a., "circumstances beyond the control of the Developer" shall include, but are not limited to, inclement weather, acts of God, natural disasters, acts of the state and/or federal government, a referendum of the ordinance adopting this Agreement, or third party litigation challenging the validity of this Agreement. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.

b. Any time limit prescribed for any action required by this Agreement shall be extended by the number of days during which circumstances beyond the control of the Developer preclude the action from being taken.

Section 3.7 Installation of Public Improvements.

Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Anderson Place Subdivision. When the final map for the Anderson Place Subdivision is approved, the Developer shall enter into a separate written agreement with the City by which

it contracts to build and dedicate the public improvements required. Security for the construction of the improvements shall be provided as required by law.

Section 3.8 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Anderson Place Tentative Subdivision Map, acquire the real property rights necessary to construct or otherwise provide the public improvements contemplated by this Agreement.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the final subdivision map for the Anderson Place Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement, or b) if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire the Property interests. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the Property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the Property

acquired, and for purposes of eminent domain, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the Property owner against the City.

Section 3.9 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

a. In some instances, the Developer, through the process commonly referred to as "oversizing," will be required to install public improvements to a size and/or capacity greater than that which is required to serve only the residents of the Anderson Place Subdivision. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

b. There are two sources from which the Developer may be reimbursed for oversizing:

1. By way of a separate agreement between the City and the Developer which will provide that when a particular property benefiting from the oversizing is developed, the City will require the benefiting property to reimburse the Developer its *pro rata* share of the cost of the oversizing. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. By way of the payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. In any instance in which oversizing is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the prorata share to be borne by the Property, and determine what share of the remainder is to be reimbursed by the benefiting property.

2. When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.1. When reimbursement is from mitigation fees, such fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

1. If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

2. If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its owners.

e. In some instances, the Developer will have agreed, under the provisions of Article 4, to pay, in advance of the time otherwise payable, certain fees which would normally be collected by the City at the time a building permit is issued. When the Developer pays such fees in advance, the Developer will be given credit against such advance each time a building permit is issued. The amount of credit will be the amount which was paid in advance and which would have otherwise been payable at the time of issuance of the building permit.

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a building permit, the Developer shall be deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of \$1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a cost of \$20,000, then the Developer will be credited with having paid that fee for 20 building permits.)

1. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability.

#### Section 3.10 Subsequent Discretionary Approvals.

a. To the extent any discretionary approvals are required to develop the Property after this Agreement is recorded, the Developer shall apply for those approvals in the same manner as any other person applying for land use entitlements from the City. All application fees then applicable for the type of land use entitlement(s) sought shall apply. The City will review these applications in

good faith within a reasonable time to insure that the Developer may proceed to develop The Property in the manner contemplated by this Agreement.

b. The only remaining discretionary approval which is contemplated at this time is site plan review (design review) under the Zoning Ordinance.

Section 3.11 Review of Agreement.

Reviews by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in Title 11, Chapter 2, Article 7 (Review) of the Winters Municipal Code.

Section 3.12 Compliance with Government Code § 66006.

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

**ARTICLE 4**

**SPECIFIC DEVELOPMENT OBLIGATIONS**

Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of The Anderson Place at Winters Subdivision on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a consequence, the Developer states that its intention entering into this Agreement is to mitigate the impact on schools to the greatest reasonable extent, in accordance with the terms of an agreement negotiated between the

Developer and the Winters Joint Unified School District. A copy of the agreement is attached as Exhibit E.

b. The Developer shall enter into an agreement with the Winters Joint Unified School District ("School District"), substantially in the form of Exhibit E that provides, among other matters, that the Developer will pay to the School District:

1. For each of the 28 residential units in the Anderson Place Subdivision, payment of \$3.06 per square foot of residential construction for each residential unit, payable at the time of issuance of a building permit; and

2. For all units in the Anderson Place Subdivision (including the units referenced in subparagraph 1 above), except the very low income and low income affordable units, payment of \$3.06 per square foot of residential construction for each residential unit, payable at the close of escrow.

The Developer has represented to the City that it intends to fully and faithfully perform this agreement with the School District, and the City has relied upon this representation in entering into this Development Agreement. A failure to perform the agreement, or amendments thereto, with the School District by the Developer shall be deemed to be a default of this Development Agreement and subject to the provisions of Article 5.

Section 4.2 0.52 +/- Acre Park.

a. Developer shall provide a 0.52 +/- acre neighborhood park ("the Park Obligation"). The Park Obligation consists of three components:

1. Providing land.
2. Providing infrastructure.
3. Planning, developing, and equipping the park.

b. The Parties acknowledge that it is in the best interests of the community that the City accept a sum of money which represents the monetary value of the Park Obligation rather than have the Developer include a fully operational 0.52 +/- acre park within the Anderson Place Subdivision. The payment of the Park Obligation by the Developer is in lieu of the payment of any park impact fees as provided by City ordinance.

c. Developer agrees to satisfy the Park Obligation as follows.

1. At the time of filing the final map for the Anderson Place Subdivision a payment of one hundred percent (100%) of the amount calculated by the City Engineer as set forth in e., below.

2. An additional fifty percent (50%) of the amount calculated under 1., above, payable as follows:

- a) The additional fifty percent (50%) shall be divided by the number of market rate units in the Anderson Place Subdivision (24 units). The resulting amount shall be paid each time a building permit is issued for one of the 24 market rate units.

- b) If at the end of thirty (30) months from the recording of the final map for the Anderson Place Subdivision, the full amount under this subsection 2. has not been fully paid, then the Developer shall pay the remaining

amount owing within ten (10) business days of being notified by the City to do so. (Example: If at the end of thirty (30) months, the Developer has obtained twenty (20) building permits for market rate units and has paid fees under this subsection, then the Developer, upon notice from the City, shall pay the fees owed under this subsection for the remaining four (4) market rate units.)

d. Once all amounts owed under c. above have been paid, the Developer will have satisfied the Park Obligation.

e. The Park Obligation shall be computed by the City Engineer as follows:

1. The land value will be determined by an appraisal made at the Developer's expense. The Developer shall provide to the City the names of three (3) qualified appraisers acceptable to the City who are both licensed by the State of California and members of the Appraisal Institute (MAI) and knowledgeable in appraising property similar in nature to The Property. The City shall select the appraiser to be used from the list and notify the Developer of its decision. The appraisal shall be presented to the City within ninety (90) days thereafter, unless the Parties agree to a different date. The appraisal shall determine the fair market value of 0.52 +/- acres of The Property with the development entitlements specified in this Agreement. The date of value shall be the date of the recording of this Agreement.

2. The estimated cost of the infrastructure improvements will be calculated by the City Engineer using the per acre cost of Sixty Thousand Dollars (\$60,000).

3. The estimated cost of the development of a park (including planning, developing, and equipping the same) will be calculated by the City Engineer using the per acre cost of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500).

4. To the total determined by adding the costs determined under 1., 2., and 3., above, shall be added five percent (5%) for administration, including, but not limited to, the use of eminent domain by the City as necessary to acquire park land.

Section 4.3 Advance Funding of Fees For Construction of New Water Well.

a. The Parties acknowledge that the City intends to construct a new water well near the northwest corner of the intersection of West Grant Avenue and West Main Street. In order to provide sufficient funds for the City to commence construction of this facility, the Developer shall, concurrently with the filing of the final subdivision map for the Anderson Place Subdivision pay to the City the following development fee.

1. A water facilities fee at its then current rate for all 28 residential units in the Anderson Place Subdivision.

b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit.

c. If, at the time of the actual issuance of a building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.

Section 4.4 Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of The Anderson Place Subdivision per the Economic & Planning Systems reports titled "City of Winters – Anderson Place Revised Fiscal Impact Analysis", dated January 22, 2007, and "Anderson Place Fiscal Impact Analysis", dated September 15, 2006. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

b. The funding of the annuity will be created and funded as follows:

1. From the escrow for the sale of each residential unit to a third party the Developer will pay to the City the sum of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00).

2. The City will invest the amounts received under this section in an annuity, or other similar investment, which will create a stream of income to be paid into the City's General Fund to pay for the increase in the cost of municipal services resulting from the development of the Anderson Place Subdivision

Section 4.5 Payments to Public Safety Facility and Library Fund.

a. Prior to recording of the final map for the Anderson Place Subdivision the Developer shall pay to the City the sum of Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be kept in a specific designated account and used solely for constructing the new Public Safety Facility in the City of Winters.

b. Prior to recording of the final map for the Anderson Place Subdivision the Developer shall pay to the City the sum of Twenty Thousand Dollars (\$20,000.00). This amount shall be kept in a specific designated account and used solely for constructing, maintaining, and/or improving a public library facility in the City of Winters.

Section 4.6 Energy Efficiency.

In order to obtain energy efficiency in each unit with the Anderson Place Subdivision, to the maximum extent possible the techniques identified in the July 27, 2004 Planning Commission staff report on the "Proposed Energy Resolution" shall be utilized; provided, however, that the following techniques are mandatory:

a. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts shall be installed on seven of the proposed buildings for The Project. The market rate units without photovoltaic solar energy systems shall be pre-wired for such systems and these systems shall be offered as an option to prospective buyers of these units.

b. All units shall be constructed to the Energy Star Standards as defined by the U. S. Environmental Protection Agency.

c. Tankless water heaters shall be installed in all residential units. The tankless water heaters shall not be counted towards meeting the Energy Star Standards.

d. All units shall be built with low emission furnaces.

e. No unit shall be built with any dark colored roofing material.

Section 4.7 Affordable Housing.

The Winters Community Development Agency (CDA) has authorized, subject to satisfaction by developer of the conditions set forth in this Section, a grant of Two Hundred Thousand Dollars (\$200,000.00) in redevelopment agency low and moderate income housing funds to either the developer or a third party designated by the developer and acceptable to the City and CDA for the construction of the two very low-, one low-, and one moderate-income for-sale affordable housing units required for the project provided that the developer applies for and receives the first building permit for a residential structure within 18 months of the City Council's approval of the project development agreement. Prior to and as a condition on the release of CDA low and moderate income housing funds, the CDA and the developer or its third party designee shall enter into an agreement governing the grant of funds (the "Affordable Housing Agreement"), which shall include requirements that (1) deed restrictions ensuring long-term affordability consistent with the provisions of the City's inclusionary housing ordinance and the California Community Redevelopment Law shall be recorded against each of the affordable units, (2) the developer or third party designee shall execute a promissory note and deed of trust to be recorded against the affordable units, which shall secure both the CDA's interest in the affordable units and the long term affordability of the affordable units. The Affordable Housing Agreement, deed restrictions, promissory notes and deeds of trust shall be prepared and approved by the CDA and the City. The grant shall be repayable to the CDA in the event that there is a default under the Affordability Agreement, deed restrictions, promissory notes or deeds of trust.

Should circumstances beyond the control of the Developer preclude the Developer from applying for and receiving the first building permit for a residential structure within 18 months of the City Council's approval of the project development agreement, then the CDA and City shall determine, in their sole discretion, whether it is appropriate to grant the developer an extension of time in which the developer may receive its first building permit, and still receive the Affordable Housing Assistance contemplated by this Section. For purposes of Section 4.7, "circumstances beyond the control of the Developer" shall include, but are not limited to, the failure of Well #7 to be in operation, acts of God, natural disasters, and acts of the State and/or federal government. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally. The CDA and City have sole discretion to determine whether an extension of time is merited based on circumstances beyond the control of the Developer, and the appropriate length of such extension.

## ARTICLE 5

### DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1     Application of Article.   The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

Section 5.2     City's Remedies.

a.           The City's remedies under this Agreement are as follows:

1.           Termination of the Agreement after giving the Developer the opportunity to cure a default, as provided in subsection b.

2.           An action for injunctive relief to preserve the physical or legal status quo of the development of The Anderson Place Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3.           Specific performance as provided in subsection c.

4.           An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

5.           An action for damages as provided in subsection d.

b.           Default by the Developer.

1.           Notice of Default.   With respect to a default by the Developer under this Agreement, the City shall first submit to the Developer a

written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

2. Procedure After Failure to Cure Default. If, after the cure period has elapsed, the City finds and determines that the Developer remains in default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 11-2.802 of the Winters Municipal Code.

3. Modification or Termination of Agreement. If, after the public hearing, the City Council determines Developer has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement.

c. Specific Performance. The City may seek specific performance to compel the Developer to do any, or all, of the following:

1. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such

improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

2. To dedicate and properly complete any public improvements which are required by this Agreement.

3. To complete, demolish or make safe and secure any uncompleted private improvements located on The Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by the Developer in its sole discretion.

d. The City may institute an action for damages for the amount of any money owed to it under Article 4, or the cost of performing any act required of the Developer under Article 4, or the cost to complete any public improvements required to be installed under the final map (or any phase, if applicable) for The Anderson Place Subdivision.

Section 5.3 Developer's Remedies.

a. The Developer's remedies under this agreement are as follows:

1. An action for specific performance of an obligation of the City after giving the City the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Anderson Place Subdivision pending a

judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

b. Default and Notice of Default. With respect to a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. Waiver of Damage Remedy. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim

any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

## **ARTICLE 6**

### **HOLD HARMLESS AND INDEMNIFICATION**

#### Section 6.1 Limitation of Legal Relationship.

a. The Parties represent and declare that this Agreement creates no partnership, joint venture, or other legal entity between them.

b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the State of California and which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

c. In entering into this Agreement, the Developer is acting in a purely private capacity as an owner of real property within the City of Winters, which property is subject to the jurisdiction of the City acting in the capacity set forth in subsection b.

#### Section 6.2 No Liability for Acts of the Developer.

a. It is expressly understood that the development of The Anderson Place Subdivision is an undertaking that may create for the Developer liability to

third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub-contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

b. Consequently, the Developer, its successors, heirs, and assigns agrees to defend, indemnify, and hold harmless the City, and all its officers, agents, and employees from any claim of injury to person or property arising out of the operations of the Developer in the development of The Anderson Place Subdivision under the terms of this Agreement or otherwise.

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of this section or to collect damages for any breach of it.

Section 6.3 Duty to Defend Challenges to this Agreement.

a. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

b. The Parties agree to cooperate jointly to defend any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses

against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto.

e. Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter. However, nothing herein obligates the Developer, should the City tender its defense to the Developer, to defend the action if it determines that it is in its best interests not to do so.

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**SIGNATURE PAGE TO FOLLOW**

**DEVELOPER  
G STREET SAN BERNARDINO,  
LLC**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**CITY OF WINTERS**

By: \_\_\_\_\_

Mayor

Dated: \_\_\_\_\_

Attest: \_\_\_\_\_

City Clerk

Approved as to form:

\_\_\_\_\_  
John Wallace, City Attorney

\_\_\_\_\_  
Attorney for Developer

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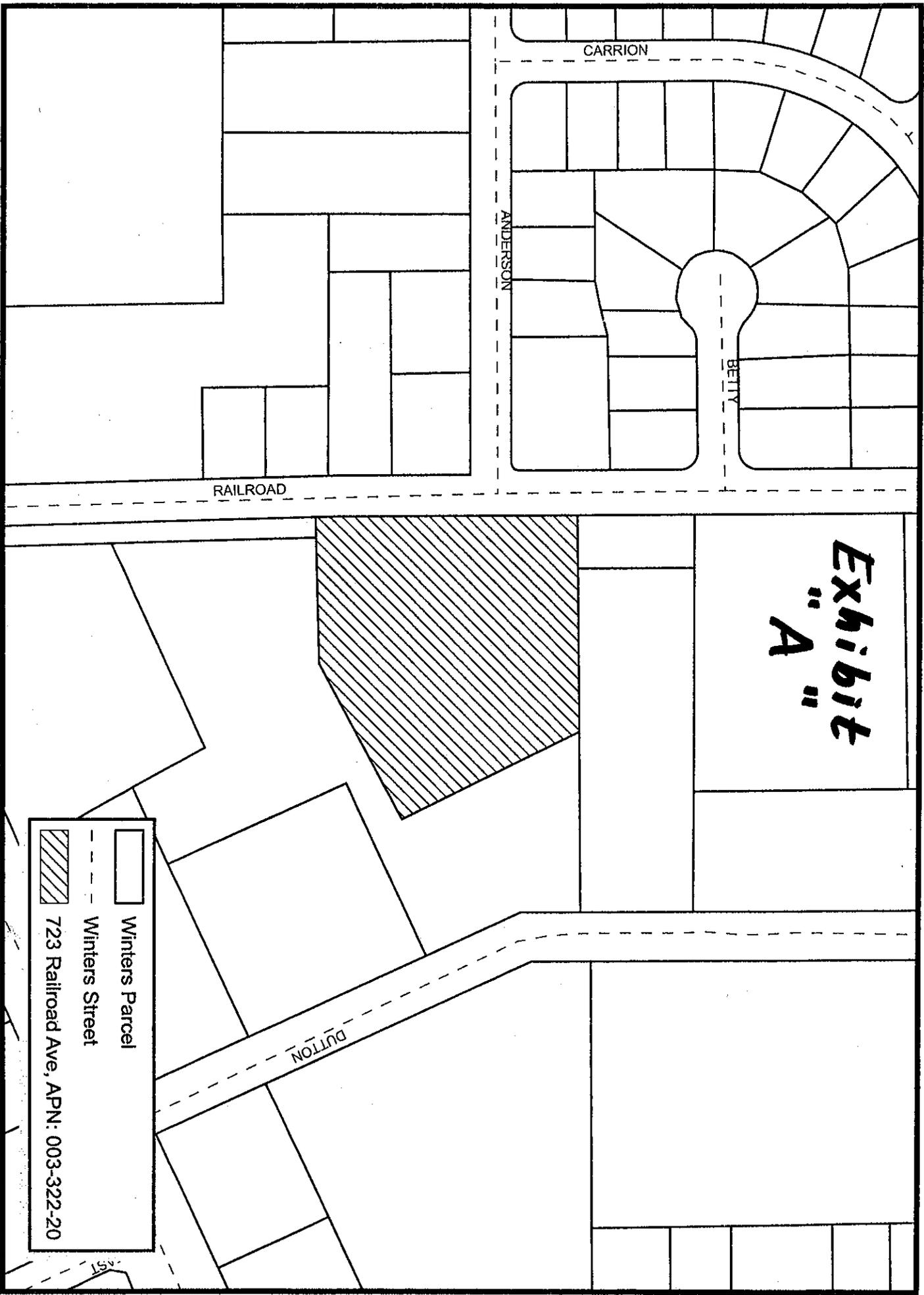
**LIST OF EXHIBITS**

- EXHIBIT A        Map of Anderson Place Property
- EXHIBIT B        Legal Description of Anderson Place Property
- EXHIBIT C        Anderson Place Tentative Subdivision Map
- EXHIBIT D        Conditions of Approval, including Mitigation Measures
- EXHIBIT E        School Agreement

.....

This Agreement was adopted by Ordinance No. 2007-05 of the City Council of the City of Winters. Ordinance No. 2007-05 was adopted on June 19, 2007 and is effective on the date it is recorded with the Yolo County Recorder.

Anderson Place Subdivision Project



*Exhibit  
"A"*

Legend:

- Winters Parcel
- Winters Street
- 723 Railroad Ave, APN: 003-322-20

# Exhibit "B"

## LEGAL DESCRIPTION

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

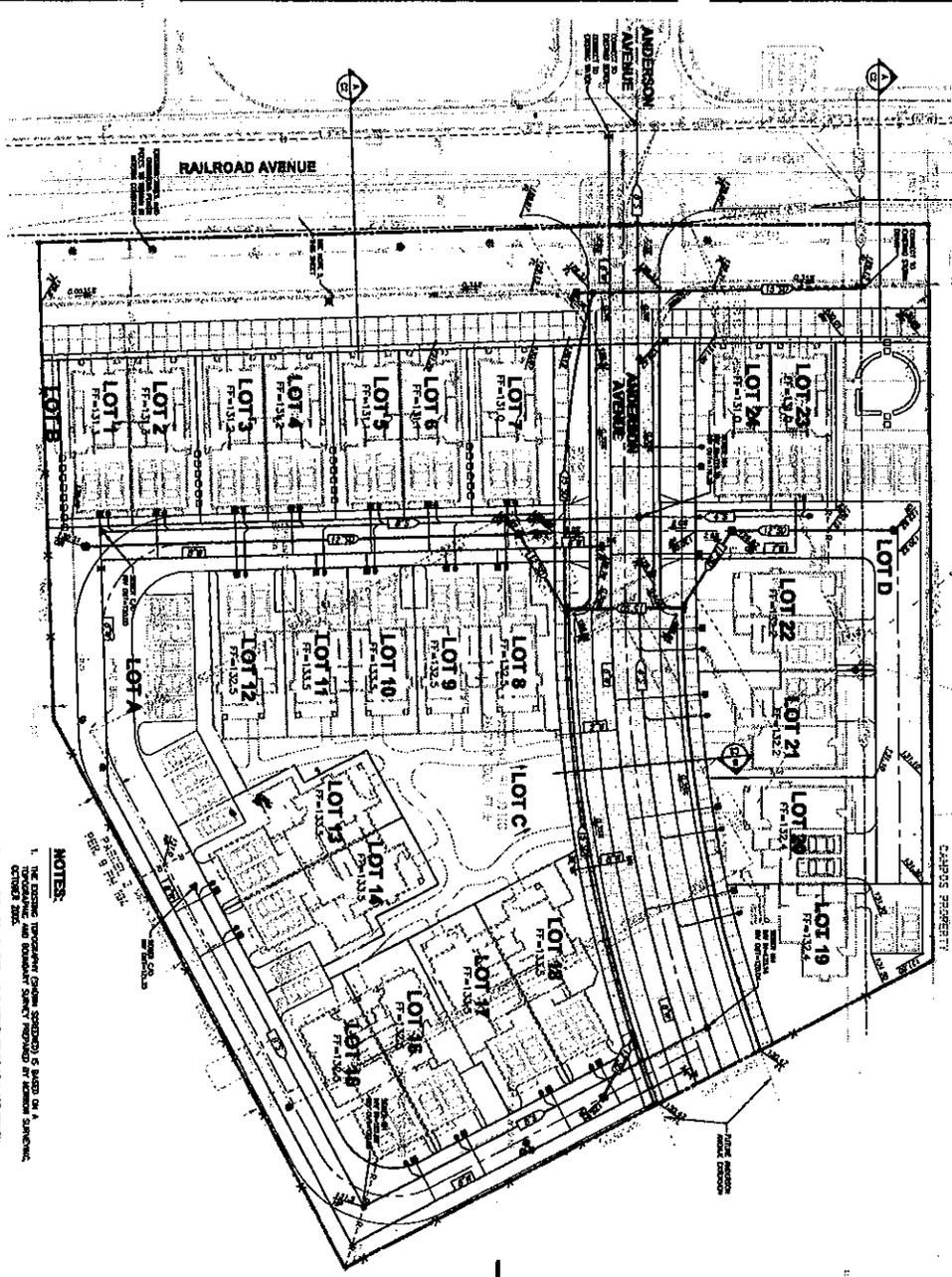
PARCEL 1, AS SHOWN AND DELINEATED ON PARCEL MAP NO. 3763, RECORDED OCTOBER 19, 1990 IN BOOK 9 OF PARCEL MAPS, PAGE 104, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, FROM AN EASTERLY PORTION OF SAID LAND, ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY SOUTHERN PACIFIC COMPANY, ET AL, IN DEED RECORDED OCTOBER 9, 1945 IN BOOK 225 AT PAGE 170, OFFICIAL RECORDS.

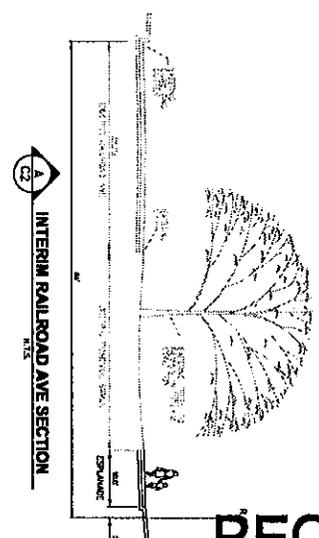
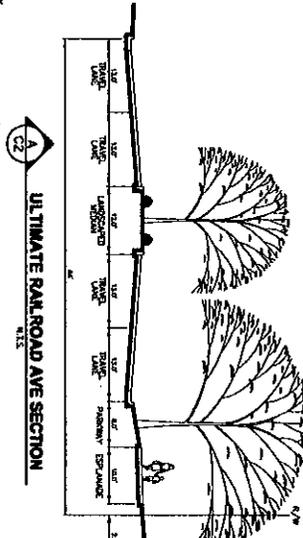
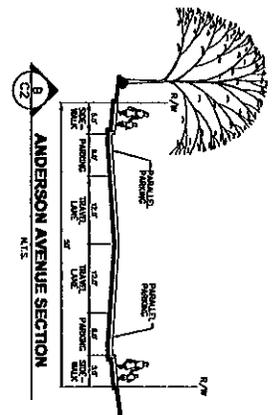
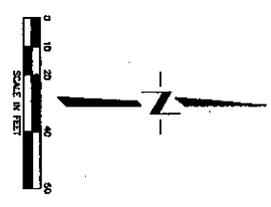
ALSO EXCEPTING THEREFROM, FROM THE REMAINDER OF SAID LAND, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS WELL AS METALIC OR OTHER SOLID MINERALS, IN AND UNDER SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED NOVEMBER 24, 1987 IN BOOK 1904 AT PAGE 343, OFFICIAL RECORDS.

APN: 003-322-20





- NOTES:**
1. THE EXISTING UTILITY SYSTEM (WATER, SEWER) IS BASED ON A TYPICAL AND BENCHMARK SURVEY PROVIDED BY KENNETH SAMPSON, CIVIL ENGINEER.
  2. ALL INFORMATION ON THIS MAP IS BASED ON THE CITY OF WINTERS' RECORDING AND RECORDS DEPARTMENT.
  3. THIS TENTATIVE MAP HAS BEEN PREPARED UNDER THE DIRECTION OF CHIEF ENGINEER, FIELD NUMBER 000000.
  4. UTILITIES ARE TO BE PLACED AND MAINTAINED BY PROPERTY OWNERS.
  5. UTILITIES ARE TO BE PLACED AND MAINTAINED BY PROPERTY OWNERS.
  6. A PUBLIC UTILITY COMPANY IS PROPOSED OVER LOT 1, ALL WATER AND SEWERAGE SHALL BE CONVEYED AND MAINTAINED BY THE CITY.
  7. NO SIGNIFICANT EROSION IS ANTICIPATED. APPROPRIATE EROSION CONTROL MEASURES ARE TO BE EMPLOYED DURING CONSTRUCTION.
  8. THE EXISTING BUILDING AND RELATED SITE IMPROVEMENTS ARE TO BE REMOVED.
  9. PUBLIC UTILITY FACILITIES, APPROPRIATE TO THE PROJECT ARE TO BE PROVIDED BY THE CITY OF WINTERS.



APPROVED BY: \_\_\_\_\_  
 DATE: \_\_\_\_\_  
 CITY OF WINTERS  
 COMMUNITY DEVELOPMENT DEPARTMENT

**ANDERSON PLACE**  
**TENTATIVE SUBDIVISION MAP NO. 4859**  
**WATER, SEWER, GRADING AND DRAINAGE PLAN**  
 WINTERS CALIFORNIA

**CUNNINGHAM ENGINEERING**  
 DR. DONNELLY/PROJECT MANAGERS  
 2640 SPAYFORD STREET  
 DAVIS, CALIF. 95618  
 Phone: (930) 784-2028  
 Fax: (930) 784-2028  
 E-mail: cee@cunningham.com

DATE	BY	APPROVED	DESIGNED BY	DATE

**RECEIVED**  
**JUN 6 2006**  
**CITY OF WINTER**

# FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR THE ANDERSON PLACE PROJECT

## Exhibit "D"

### FINDINGS OF FACT

#### Findings for Adoption of Mitigated Negative Declaration

1. The City Council has considered the proposed Mitigated Negative Declaration before making a decision on the project.
2. The City Council has considered comments received on the Mitigated Negative Declaration during the public review process.
3. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures agreed to by the Applicant before the mitigated negative declaration and initial study were released for public review would avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.
4. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Winters.
5. The Mitigated Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.
6. The custodian of the documents, and other materials, which constitute the record of proceedings is the Community Development Director. The location of these items is the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.
7. The Mitigation Monitoring Plan is hereby adopted to ensure implementation of mitigation measures identified in the Mitigated Negative Declaration. The City Council finds that these mitigation measures are fully enforceable as conditions of approval of the project, and shall be binding on the Applicant, future property owners, and affected parties.
8. The City Council hereby adopts The Anderson Place Subdivision Mitigated Negative Declaration.

#### Findings for PD Overlay and PD Permit

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 17.48.010 (Planned Development Overlay Zone – Purpose) of the Winters Municipal Code.
2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.
3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.

5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.
6. The development, as modified and conditioned (including execution of the Development Agreement) will not create an adverse fiscal impact for the City in providing necessary services.

**Findings for Tentative Subdivision Map (G.C. 66474)**

1. The proposed map is consistent with the General Plan.
2. The design and improvement of the proposed map is consistent with the General Plan.
3. The site is physically suitable for the type of development.
4. The site is physically suitable for the proposed density of development.
5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
6. The design of the subdivision and type of improvements will not cause serious public health problems.
7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision,

**Findings for Development Agreement**

1. The DA is consistent with the objectives, policies, general land uses and programs specified in the General Plan.
2. The DA is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.
3. The DA is in conformity with and will promote public convenience, general welfare and good land use practice.
4. The DA will not be detrimental to the health, safety and general welfare.
5. The DA will not adversely affect the orderly development of property or the preservation of property values.
6. The DA will meet the intent of Section 15.72.100(a) (Public Benefits) of the Winters Municipal Code.
7. The DA is consistent with Chapter 15.72 (Development Agreements) of the Winters Municipal Code.

**CONDITIONS OF APPROVAL**

The following conditions of approval are required to be satisfied by the Applicant/developer prior to Final Map, unless otherwise stated.

**General**

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval

of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project Applicant shall defend such action at Applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the Applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.

2. All conditions identified herein shall be fully satisfied prior to acceptance of the first Final Map unless otherwise stated.
3. The project is as described in the October 30, 2006 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the October 30, 2006 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

### **General Plan Requirements**

4. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. Pursuant to Policy II.C.2 of the Housing Element, energy conservation and weatherization features shall be incorporated into the home design. At a minimum this shall include: a) maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution", b) attainment of EPA Energy Star Standards in all units, c) low emission furnaces in all units, and d) avoidance of dark colored roofing on all units.
5. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.
6. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.
7. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.
8. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
9. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
10. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
11. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential

impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.

12. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project and shall be included as a part of the required construction mitigation plan for the project.
13. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
14. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
15. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
16. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. All trees shall be of a type on the approved master street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within fifteen years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks. The fruitless mulberry trees on the project's Railroad Avenue frontage shall be removed and replaced with trees from the approved master street tree list. The conceptual landscape plan for the subdivision feature/green space area (Lot C), Railroad Avenue frontage, residential units, and other areas shall be submitted to the Public Works and Community Development Departments for review and final approval. Landscaping of the project shall be completed prior to occupancy of the residential units and office suites.
17. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.
18. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

#### **Negative Declaration Mitigation Measures**

19. **Mitigation Measure #1:** Outdoor light fixtures shall be low-intensity, shielded and/or directed away from adjacent areas and the night sky. All light fixtures shall be installed and shielded in such a manner that no light rays are emitted from the fixture at angles above the horizontal plane. High-intensity discharge lamps, such as mercury, metal halide and high-pressure sodium lamps shall be prohibited. Lighting plans shall be provided as part of facility improvement plans to the City with certification that adjacent areas will not be adversely affected and that offsite illumination will not exceed 2-foot candles.

Prior to issuance of a building permit, the Applicant shall submit a photometric and proposed lighting plan for the project to the satisfaction of the Community Development Department to ensure no spillover light and glare onto adjoining properties.

20. **Mitigation Measure #2:**

- a. Construction equipment exhaust emissions shall not exceed Yolo-Solano Air Quality Management District ("District") Rule 2-11 Visible Emission limitations.
- b. Construction equipment shall minimize idling time to 10 minutes or less.
- c. The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

An enforcement plan shall be established to weekly evaluate project-related on-and-off-road heavy-duty vehicle engine emissions opacities, using standards as defined in the California Code of Regulations, Title 13, Sections 2180 – 2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to be exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

Construction contracts shall stipulate that at least 20% of the heavy-duty off-road equipment included in the inventory be powered by CARB certified off-road engines as follows:

175 hp – 750 hp	1996 and newer engines
100 hp – 174 hp	1997 and newer engines
50 hp – 99 hp	1998 and newer engines

In lieu of or addition to this requirement, the applicant may use other measures to reduce particulate matter and nitrogen oxide emissions from project construction through the use of emulsified fuel and or particulate matter traps. These alternative measures, if proposed, shall be developed in consultation with District staff.

**21. Mitigation Measure #3:**

- a. Nontoxic soil stabilizers according to manufacturer's specifications shall be applied to all inactive construction areas (previously graded areas inactive for ten days or more).
- b. Ground cover shall be reestablished in disturbed areas quickly.
- c. Active construction sites shall be watered at least three times daily to avoid visible dust plumes.
- d. Paving, applying water three times daily, or applying (non-toxic) soil stabilizers shall occur on all unpaved access roads, parking areas and staging areas at construction sites.
- e. Enclosing, covering, watering daily, or applying non-toxic soil binders to exposed stockpiles (dirt, sand, etc.) shall occur.
- f. A speed limit of 15 MPH for equipment and vehicles operated on unpaved areas shall be enforced.
- g. All vehicles hauling dirt, sand, soil, or other loose materials shall be covered or shall be maintained at least two feet of freeboard.
- h. Streets shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.

22. **Mitigation Measure #4:** Wood burning appliances installed in the homes constructed as part of the project shall only use either pellet-fueled heaters, U.S. EPA Phase II certified wood burning heaters, or a gas fireplace. Installation of open hearth wood burning fireplaces is prohibited.
23. **Mitigation Measure #5:** If cultural resources (historic, archeological, paleontological, and/or human remains) are encountered during construction, workers shall not alter the materials or their context until an appropriately trained cultural resource consultant has evaluated the situation. Project personnel shall not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, pestles, dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits often in old wells and privies.
24. **Mitigation Measure #6:** Special preparation of subgrades and reinforcement of foundations and floor slabs shall be conducted in full and as described in the Geotechnical Engineering Report 723 Railroad Avenue Residential (June 7, 2006) for the proposed project.
25. **Mitigation Measure #7:** Prior to demolition activities, the 27,000 square foot warehouse shall be sampled for the presence of lead-based paint and asbestos-containing materials. If the building surfaces are determined to contain concentrations of lead at or above regulatory limits, then removal in accordance regulations shall be required prior to demolition activities. If building materials are found to contain asbestos, then removal of the asbestos-containing materials in accordance with applicable regulations shall be required prior to demolition activities.
26. **Mitigation Measure #8:** All aspects of the project shall be subject to design review to ensure compatibility with the surrounding area and satisfaction of the Community Design Guidelines and other applicable principles of good neighborhood design. Prior to issuance of a building permit for each phase of construction of the project, the builder shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.
27. **Mitigation Measure #9:** A solid noise barrier 13-feet in height shall be constructed on the southerly property line and a solid noise barrier 10-feet in height shall be constructed on the easterly property line prior to occupancy of the residential units and combined with a 10 dB noise level reduction (correction) in order to comply with the City's exterior noise standards. The barriers should be constructed of concrete masonry (CMU) units, solid concrete panels, earth berms, or any combination of these. Proposed designs/materials for the barriers shall be reviewed and approved by a qualified acoustical consultant prior to construction to ensure that they achieve the required reduction in exterior noise levels.
28. **Mitigation Measure #10:** In order to achieve compliance with the City's interior noise level standards for the residential units along the southerly property line of the project site, STC 40 rated window assemblies shall be required for all second and third floor windows with a view of the Double M Trucking facility. In order to achieve compliance with the City's interior noise level standards for the residential units along the easterly property line of the project site, STC 35 rated window assemblies shall be required for all second floor windows with a view of the Double M Trucking facility. Air conditioning or other suitable mechanical ventilation shall be provided for all residential and office units to allow residents and office users to close windows for the desired acoustical isolation. The building plans for these residences shall be reviewed and approved by a qualified acoustical professional to identify the acoustical treatments necessary to meet the City's interior noise level standards.
29. **Mitigation Measure #11:** A disclosure statement shall be provided to all prospective homebuyers disclosing that the Double M Trucking facility is located adjacent to and the Mariani Nut Company facilities near the Anderson Place Subdivision project and noise from both the Double M and Mariani facilities will be experienced at the Anderson Place project.
30. **Mitigation Measure #12:** The applicant shall fund the preparation of a fiscal impact analysis to examine project impacts on the City's general fund. The applicant shall enter into a Development

Agreement with the City that includes provisions acceptable to the City Council for mitigating any projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, establishment of an annuity the interest proceeds of which would cover the projected deficit, or other acceptable mechanisms.

31. **Mitigation Measure #13:** The applicant shall pay park mitigation fees to satisfy the obligation for 0.62-acre of developed parkland. Fees shall include both the value of the land and improvements that would otherwise be constructed if the parkland was provided on-site.
32. **Mitigation Measure #14:** The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map. The project is required to fund and construct off-site improvements necessary to support the development. Such improvements could include, but not be limited to a water well, water lines, sewer lines and storm drainage lines. Should property acquisition or additional CEQA clearance be required for off-site improvements, this will be the responsibility of the developer.
33. **Mitigation Measure #15:** The City shall issue building permits only after the new water well is in service.

### **Community Development**

34. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications. The Applicant shall submit a Construction Noise Control Plan for review and approval by the City prior to acceptance of Final Map. This plan shall address job site noise control and establish protocols for addressing noise complaints. Job site signage with 24-hour contact information for noise complaints shall be included.
35. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
36. All address numbering shall be clearly visible from the street fronting the property. All buildings shall be identified by either four (4) inch illuminated numbers or six (6) inch non-illuminated numbers on contrasting background. Because the project contains residential units that will be individually owned and will utilize zero lot lines, additional addressing requirements may be necessary as determined by the Fire Department. Naming of streets shall be completed by the Street Naming Committee and the addressing shall be approved by a committee comprised of the Community Development Department, the Fire Department, the Police Department, and the Postal Service.
37. The Applicant shall pay all development impact fees, fees required by other entities, and permit fees.
38. The Applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The Applicant shall, on a monthly basis, reimburse the City for all such costs. Project Applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.
39. The Developer shall obtain the following approvals from the Central Valley Regional Water Quality Control Board, as appropriate: 1) coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities; 2) compliance with post construction storm water Best Management Practices pursuant to the NPDES General Permit for Small Municipal Separate Storm Sewers Systems; 3) 401 Water Quality Certification for wetlands impacts; 4) Dewatering Permit under Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters Permit.

40. The main electrical panel for each residence and shall be located at the exterior of the residence and capable of total electrical disconnect by a single throw. This same requirement shall apply to each office suite unless waived by the Fire and Community Development Departments.
41. A minimum one-hour occupancy separation shall be required for common walls separating residential units. A minimum one-hour occupancy separation shall be required also for common walls separating commercial and residential units. Wall construction shall be approved by the Fire and Community Development Departments.
42. All wall assemblies separating dwelling units shall comply with Sound Transmission Control per 2001 California Building Code Section 1208.
43. A deed restriction shall be recorded against the nine lots containing office suites to preclude their use as and conversion to residential rental space. The deed restriction shall also preclude the installation of a gas or electric cooking appliance and a bathtub or shower in the office suites. The deed restriction shall be recorded concurrently with the Final Map.
44. The applicant shall form a homeowners association for the project. A draft of the conditions, covenants, and restrictions (CC&Rs) necessary for the association shall be provided to City staff for review and approval. The CC&Rs shall be recorded concurrently with the Final Map.

### **Design Review**

45. Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.
46. Units on opposing sides of a street shall be compatible in terms of design and color.
47. Lights along local streets shall not exceed 20-feet in height and shall be spaced to meet illumination/safety requirements. Lights along collector and arterial streets shall be as low as feasible in order to maintain pedestrian scale. Historic-style street lamps shall be used along all streets including the private internal streets.
48. Exterior colors on residential units shall not be restricted.
49. Landscaping and signage shall be consistent with the applicable requirements of Chapters 17.76 (Landscaping and Design) and 17.80 (Signs) of the Winters Municipal Code.
50. The developer shall offer universal design features in residential units pursuant to State Law and shall provide prospective buyers with a copy of the State's most current "New Home Universal Design Option Checklist". A copy of the checklist shall be provided to the Winters Community Development Department prior to its use.
51. Details for the sound barrier and landscaping along the west and south sides of the project shall be provided for City review and approval during a subsequent Site Plan (Design Review) for the project.

### **Affordable Housing**

52. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed for the identified income-restricted units/properties. Deed restrictions shall be recorded against four lots or four residential units to ensure permanent affordability. All agreements necessary for the affordable housing units shall be reviewed and approved by City staff. Of the four affordable units, two shall be restricted to very low-income households, one shall be restricted to a low-income household, and one shall be restricted to a moderate-income household.
53. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.

54. Pursuant to Policy II.A.13 of the Housing Element, the affordable units shall be visually indistinguishable from the market-rate units.

### Street Improvements

55. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003 and as amended, unless otherwise approved by the City. Other than Anderson Avenue and Railroad Avenue, all other streets shall be privately owned streets.

56. Anderson Avenue shall be constructed to Collector Street improvement standards with a 50-foot right of way, 40-foot face of curb to face of curb and 5-foot sidewalks each side to the existing Railroad Avenue roadway.

57. Anderson Avenue at the intersection of Railroad Avenue – Developer shall construct roadway and curb, gutter, and sidewalk improvements to the existing Railroad Avenue roadway to the satisfaction of the City Engineer.

58. Railroad Avenue:

a) Interim Railroad Avenue improvements to include interim landscaping within the future roadway on east side of Railroad Avenue, with a 10-foot concrete pedestrian/bike path from the northern terminus of this development to the southern terminus of the development.

b) Developer shall design and construct permanent and temporary pedestrian and bicycle improvements on Railroad Avenue from the project site to Grant Avenue (SR 128). On the east side of Railroad Avenue, improvements shall consist of constructing a temporary off-street Class I pedestrian/bicycle asphalt concrete (AC) path from the project site south boundary to Grant Avenue. The path shall be a minimum of 8 feet wide within the existing right of way.

c) No parking shall be allowed on Railroad Avenue.

d) Developer shall install roadway striping and markings as required by the City Engineer.

59. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA requirements. All sidewalks at driveway locations shall be 6-inch thick Portland Cement Concrete (PCC).

60. Tentative Map Anderson Avenue Street Cross Section, dated June 5, 2006. Conditions and Changes shall be made as follows: **Anderson Avenue shall be extended to existing Railroad Avenue with full collector roadway improvements with 40-foot curb to curb roadway width and 5-foot sidewalks on each side.**

a) Street Cross section details as modified by these conditions of approval, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

b) A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Winters Public Improvements Standards and Construction Standards.

c) Street light types shall be those historic types as approved by the City.

61. The internal roadway in the C-2/southerly portion of the project shall be one-way, have a minimum roadway width of 20-feet and minimum vertical clearance of 14-feet, and be signed and striped for no parking. The internal roadway for in the O-F/northerly portion of the project shall have a minimum roadway width

approved by the Winters Fire Department, have a minimum vertical clearance of 14-feet, and be signed and striped for no parking.

### **Storm Drainage and Site Grading**

62. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing upstream and downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Works Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures. The Storm Drainage Plan shall be submitted for approval prior to submittal of the final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan.
63. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
64. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
65. On-site Drainage utilities within the private streets shall be privately owned.
66. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
67. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls. Deviation from this condition may be allowed subject to approval by the City Engineer.
68. Drainage fees shall be paid prior to issuance of a building permit.
69. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
70. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.
71. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
72. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

73. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than one acre shall include a BMP to be approved by the City Engineer.
74. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.
75. Where possible landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. All other slopes shall comply with the City of Winters Public Works Improvements Standards. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
76. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
77. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
78. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
79. Construction equipment and engines shall be properly maintained.
80. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.
81. Construction practices will minimize vehicle idling.
82. Potentially windblown materials will be watered or covered.
83. Construction areas and streets will be wet swept.

#### **Wastewater and Sewer Collection System**

84. The Applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
85. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral and cleanout required for each parcel, in accordance with City of Winters Public Improvement Standards and Construction Standards.
86. On site sewer utilities within the private streets shall be privately owned.
87. A Tentative Map Sewer Collection System Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations.
88. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
89. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by parallel mains and connections at manholes.

## Water Infrastructure

90. Based on City water modeling, a new well is needed to serve the development. Per Mitigation Measure #15, no building permits shall be issued until the new well is in service.
91. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the development. If required, Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
92. The property shall be connected to the City of Winters water system, with a separate water lateral and meter required for each parcel, in accordance with City of Winters Public Improvement Standards and Construction Standards.
93. On site water utilities within private streets shall be privately owned.
94. At the time the Final Map is approved, the applicant will be required to pay the appropriate City connection fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
95. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
96. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
97. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
98. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. The applicant shall install fire hydrants on the project's Railroad Avenue frontage, Anderson Avenue frontages, along the internal roadways, and potentially in other locations. The number and locations of the fire hydrants shall be determined by the Fire Chief. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
99. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The minimum residual pressure shall be 20 PSI.
100. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Winters Fire Department for replacement purposes.

101. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
102. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
103. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
104. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
105. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
106. Submit four sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
107. All buildings shall have fire suppression sprinkler systems meeting or exceeding NFPA 13 and local Fire Department standards. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems. All occupants of each of the project's buildings shall be notified of a water flow in that building's fire suppression system; the Winters Fire Department shall approve the type, locations, and audible decibel level of the internal water flow alarms. Each of the project's buildings shall have an external horn and strobe unit that is approved by the Winters Fire Department. Individual fire department connections shall be installed for each of the project's buildings.

Backflow devices for each Fire Department connection shall be approved by the City Engineer and the Winters Fire Department. Each device shall be fitted with OS&Y valves at each end. Each system shall be supervised so the general water flow can be detected and water flow to each office or residential unit can be detected. Supervised systems shall be monitored on a 24-hour basis, 7 days per week by an approved monitoring station that can then report the water flow situation to the Fire Department's dispatch center.

#### **General Public Works and Engineering Conditions**

108. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
109. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
110. A subdivision map shall be processed and shall be recorded prior to issuance of a building permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the Final Map from the County, prior to issuance of the first building permit.
111. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
112. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

113. Applicant shall make every attempt to submit joint trench/utility/composite plans for review, prior to approval of the Final Map and improvement plans. Construction will not be allowed to proceed prior to submittal of the joint trench/utility/composite plans for City review.
114. All existing and proposed utilities (electric, phone/data, and cable) including the overhead utilities on the project's Railroad Avenue frontage shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
115. Street lighting location plan shall be submitted and approved by the City Engineer, prior to approval of improvement plans and final recordation of Map.
116. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City Engineer and Fire Department.
117. Occupancy of residential units shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings, unless otherwise approved by the City Engineer and Community Development Director. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
118. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the Applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
119. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a Final Map.
120. At the time of making the survey for the Final Map, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the Final Map.

#### **Easements and Right of Way**

121. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
122. The Applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the City.
123. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City. Additional easements shall be dedicated as requested by the utility companies and approved by the City.

#### **Reimbursements for Applicant Installed Improvements**

124. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
125. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
126. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

127. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.
128. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
129. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.
130. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
131. Encroachment permits if necessary shall be acquired from Yolo County, Caltrans, and PG&E.
132. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
133. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
134. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicant's property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the Final Map) to Applicant.

ANDERSON PLACE/TM COAs CC FINAL 3Apr07

# Exhibit "E"

MUTUAL BENEFIT AGREEMENT BETWEEN  
EVA I. BRZESKI AND G STREET SAN BERNARDINO, LLC  
AND  
WINTERS JOINT UNIFIED SCHOOL DISTRICT

THIS MUTUAL BENEFIT AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2007, by and between

Eva I. Brzeski and G Street San Bernardino, LLC,  
hereinafter referred to as "*Developer*"

whose address is  
(*Need address*)

and

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Yolo County, California, hereinafter  
referred to as "the District"

whose address is  
909 West Grant Avenue, Winters, CA 96594

## RECITALS:

A. WHEREAS, *Developer* is the owner and developer of certain real property commonly referred to as Anderson Place Parcel located in the City of Winters, California described on Exhibit "A", attached hereto and incorporated herein by reference (Yolo County Assessor's Parcel Nos. ....) (hereinafter "Anderson Place Parcel"); and

B. WHEREAS, the Anderson Place Parcel is located within the boundaries of the District; and

C. WHEREAS, *Developer* represents to the District that it proposes to construct residential dwelling units on the Anderson Place Parcel consisting of a total of Twenty-eight (28) single family residential units. Of these 28 residential units, Two (2) shall be constructed for very low-income households and One (1) shall be constructed for low to moderate-income households; and

D. WHEREAS, the District's facilities are currently at capacity and the District has the authority to levy fees on developers to mitigate the impact that future development will have on the District's school facility needs within certain limits prescribed by law; and

E. WHEREAS, the District is currently levying fees pursuant to Government Code section 65995.5 ("Level II fees"); and

F. WHEREAS, *Developer* and the City of Winters ("the City") are intending to enter into a development agreement ("the Development Agreement") concerning the development of the Anderson Place Parcel, which, among other things, will provide for the voluntary payment by *Developer* of additional impact fees to the District of the equivalent of Level III fees on Twenty-Five (25) residential units in the Anderson Place Parcel; and

G. WHEREAS, *Developer* and the District desire to set forth the agreements between them in writing so that this agreement ("Agreement") may be enforced by the District.

**NOW, THEREFORE**, in consideration of the terms and conditions herein set forth, the District and *Developer* do hereby agree as follows:

1. *Developer* agrees to mitigate the impact on District facilities as a result of the development of the Anderson Place Parcel by the payment directly to the District of the sum of Six and 12/100 Dollars (\$6.12) per square foot of residential construction, which will be payable in two installments as follows:

A. Payment of the sum of Three and 06/100 (\$3.06) covering the square footage of residential construction for each residential unit, to be payable to the District prior to the time a building permit is issued.

B. Payment of the additional sum of Three and 06/100 (\$3.06) covering the square footage of residential construction for each residential unit to be payable at the close of escrow on the sale of each single family residential unit.

2. The payments described in paragraph 1 shall be paid on the Twenty-Five (25) market rate and affordable residential units within the Anderson Place Parcel.

3. This Agreement and specifically paragraph 1, shall not apply to the Three (3) residential units in the Project constructed specifically for very low and low income persons, it being acknowledged by the parties that those residential units would remain subject to the statutory Level II fees in the amount of Three and 06/100 Dollars (\$3.06) per square foot of residential construction.

4. *Developer* shall not be required to pay directly to the District any fees or charges in addition to the payments described in Paragraph 1. Nothing contained herein shall prevent the District from seeking other means of mitigation or additional funding for school facilities from other sources, but nothing herein obligates the District to do so. In addition, nothing contained herein shall prevent the City from requiring other impact fees from *Developer* for purposes other than school impact mitigation which may also benefit District properties.

5. A. It is anticipated that an executed copy of this Agreement will be attached as an exhibit to the Development Agreement between *Developer* and the City.

B. The District shall provide *Developer* and/or its successors in interest with two appropriate releases within a reasonable time for each residential unit for which *Developer* has paid the fees agreed upon in this Agreement as follows:

1) The first release shall be conditioned upon the payment in full of Level II fees as described in Paragraph 1A and shall serve to authorize the City to issue a building permit.

2) The second release shall be provided after the payment of the fee described in Paragraph 1 B.

C. The City has advised both the District and *Developer* that no building permit will be issued until *Developer* has paid the required Level II fees pursuant to Paragraph 1 A above and the District has notified the City of such payment by delivering a copy to the City of the release specified in B. 1) of this paragraph 5.

D. The District shall provide a release from the recorded memorandum of this Agreement to *Developer*, or to an escrow holder designated by *Developer*, when *Developer* has paid the District the additional fees for a residential unit, described in Paragraph 1 B.

E. No fee shall be required for issuance of a building permit for subdivision improvements (including, but not limited to utilities, curb, gutter, sidewalk, roads, alleys, grading, walls or monuments).

6. *Developer* acknowledges that the payments established in this Agreement are in excess of the Level II fees the District is authorized by statute to impose and agrees that it is entering into this Agreement voluntarily and that it waives any right to protest, challenge or object to the payments as set forth in this Agreement.

7. The District acknowledges that the legal limitations on the amount of payments established in this Agreement may be hereafter be amended or adjusted by legislative or administrative action, or may be invalidated or augmented as a result of court action, and agrees that it waives any right to school impact fees from *Developer*, its successors or assigns, other than as provided for in this Agreement

8. This Agreement is for the benefit of the Anderson Place Parcel and is intended to preserve its value and enhance its development. *Developer* agrees that for the benefit of the District, the City, and for itself, that it will construct and pay for any and all road improvements (including, in addition to the traveled way, such items as shoulders, bike lanes, sidewalks, and utilities) along any District property which may be required by the City or otherwise, and that it will not seek reimbursement for such improvements from the District.

9. A. The parties agree that the Anderson Place Parcel shall be held, transferred and encumbered, subject to the provisions of this Agreement, which is for the use and benefit of each and every person or entity who now or in the future owns any portion or portions of said real property. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. *Developer* shall be permitted to sell or assign all or any portion of the properties described in Exhibit A to any other individual, partnership, corporation, licensed contractor, or limited liability company for purposes of development of residential lots or residences on such lots, subject to said assignee assuming all *Developer's* obligations hereunder.

B. A Memorandum of this Agreement in the form of Exhibit "B" to this Agreement shall be recorded in the Office of the County Recorder of Yolo County, California. Such Memorandum shall be executed by the parties before a notary, and shall constitute a covenant which shall run with the land; provided however, as to any lot within the Anderson Place Parcel on which a dwelling unit has been constructed, and for which an occupancy permit has been issued, and escrow for the sale to a third party has closed, this Agreement shall be deemed terminated and of no further force or effect.

C. Upon *Developer's* payments as described in Paragraph 1 hereof, District agrees to execute any documents necessary or convenient including, but not limited to a lien release and escrow instructions in order to release any lien existing on said lot by virtue of this Agreement or the Memorandum of Agreement referenced herein.

10. The parties acknowledge that in consideration of the payments as provided in this Agreement, the Anderson Place Parcel will be exempt from and excluded from inclusion in any landowner Mello-Roos Community Facilities District formed by the District for the purposes of financing the acquisition and development of school facilities. This section is not intended to prevent the school district from using State funds under the Leroy Greene Lease Purchase Act or other applicable legislation including, but not limited to, land donations, general obligation bonds, or other sources of funding to finance the acquisition, design, construction, or reconstruction of school facilities.

11. Should any suit brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement, or by reason of any alleged breach of any of the provisions of this Agreement or arising from this Agreement, then the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

12. All notices or other communications to be given hereunder shall be in writing and shall be deemed received when personally delivered by commercial courier or otherwise, or three business days after deposit in the United States mail, postage prepaid, addressed as follows:

*Developer:*

Eva I. Brzeski and G Street San Bernardino,  
LLC  
(Need address)

Attn: (Need contact person's name)

District:

Winters Joint Unified School District  
909 West Grant Avenue  
Winters, CA 96594  
Attn.: Dr. Dale J. Mitchell, Superintendent

13. Should the provisions of State law preclude the District from levying statutory developer fees or remove the statutory limits on developer fees, this Agreement shall be considered a current obligation of *Developer* for each and every residential unit planned for the Anderson Place Parcel whether or not a building permit has been issued notwithstanding any change in the law.

14. *Developer's* obligations to make any payment under the terms of this Agreement is expressly conditioned upon approval by the City of a Development Agreement between the City and *Developer*. Should this condition not be satisfied then this Agreement shall be void, and of no further force and effect. The District shall in that event execute a release of the Memorandum of Agreement.

15. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

16. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives.

17. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations among them. Except as otherwise expressly provided, neither this Agreement nor any of its terms may be amended, modified or waived except by written agreement. This Agreement shall, however, be construed in light of and in conjunction with the Mutual Benefit Agreement between the City of Winters and the District.

18. This Agreement shall be governed and construed in accordance with the laws of the State of California.

19. This Agreement shall be effective on the same date as the Development Agreement between *Developer* and the City is recorded in the Office of the County Recorder of Yolo County.

Winters Joint Union School District

Eva I. Brzeski and G Street  
San Bernardino, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_



**CITY COUNCIL STAFF REPORT**

June 19, 2007

TO: Honorable Mayor and Council Members

THROUGH: John W. Donlevy, Jr. – City Manager

FROM: Dan Sokolow – Community Development Director *DS*

**SUBJECT: Continued public hearing and consideration of Development Agreement for Mary Rose Gardens Tentative Subdivision Map Project (415 West Grant Avenue, APN 003-524-19); STAFF RECOMMENDS CONTINUATION TO JULY 3, 2007 COUNCIL MEETING.**

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**RECOMMENDATION:** Staff recommends that the City Council continue the public hearing and consideration of the Development Agreement for the Mary Rose Gardens Tentative Subdivision Map Project to the July 3, 2007 City Council meeting. Staff is reviewing a reimbursement agreement template that has been prepared by the City's Assistant City Attorney Steve Rudolph for the Grant Avenue (State Route 128) improvements that the Mary Rose Gardens project is required to construct. The reimbursement agreement template will be used also for other development projects, including Callahan Estates and Winters Highlands. The engineer for the Mary Rose Gardens project is preparing a schedule that will allocate the costs of the improvements on Grant from approximately Taylor Street to Cemetery Lane between the various development projects that will be responsible for improvements to Grant.

MRG/TM CC Sif Rpt 19Jun07



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** June 19, 2007  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Dawn Van Dyke, Management Analyst *DV*  
**SUBJECT:** Adoption of the Yolo County Integrated Regional Water Management Plan

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**RECOMMENDATION:** That the City Council hear a presentation by Jacques DeBra, Chair of the Water Resources Association (WRA) Technical Committee and WRA member agency representative for the City of Davis, and then adopt the WRA Yolo County Integrated Regional Water Management Plan.

**BACKGROUND:** In April, the WRA issued its Integrated Regional Water Management Plan. Dawn Van Dyke submitted a brief summary of the plan for Councilmembers' review in May. The WRA has also issued an Executive Summary, which is attached to this staff report. The City of Winters is a member agency of the WRA and is being asked to adopt the plan prior to the WRA Executive Board meeting in July.

**FISCAL IMPACT:** Not known at this time.



YOLO COUNTY

# Integrated Regional Water Management Plan

EXECUTIVE SUMMARY

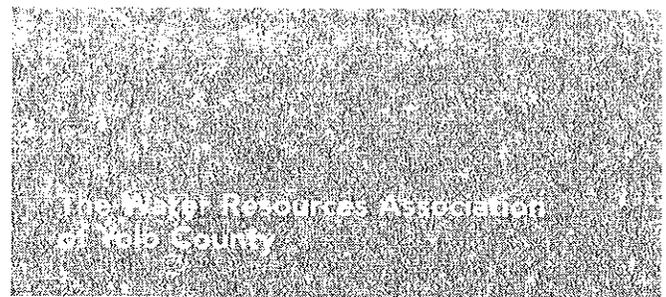
MAY 2007



## Introduction

The Water Resources Association of Yolo County (WRA) resolved in 2001 to examine existing local water supplies in terms of quantity, quality, and the environment in order to develop the county's first Integrated Regional Water Management Plan (IRWMP). The Plan is intended not only to describe water supply projects, but also to outline comprehensive programs that will encompass flood management, protect water quality, enhance aquatic and riparian habitat, and improve recreational opportunities.

The development of the IRWMP document is a significant milestone in the advancement of water resources management in Yolo County. Of additional importance, the process of writing the document has led to closer collaborative ties between the State, local water resource agencies, and community organizations. These relationships will allow the task of water resource integration to continue into the future for the benefit of all.



A consortium of public water purveying entities organized in 1993, the nine-member Water Resources Association of Yolo County is a nonprofit, mutual-benefit corporation created to provide a regional forum to coordinate and facilitate solutions to water management issues in Yolo County. Governed by a board of directors with a representative from each of its member organizations, the WRA member organizations are:

- City of Davis
- City of West Sacramento
- City of Winters
- City of Woodland
- Dunnigan Water District
- Reclamation District 2035
- University of California, Davis (UC Davis)
- Yolo County
- Yolo County Flood Control and Water Conservation District



THE WATER RESOURCES ASSOCIATION OF YOLO COUNTY'S IRWMP, COMPLETED IN EARLY 2007, IS THE MOST COMPREHENSIVE, PROACTIVE AND COLLABORATIVE EFFORT EVER UNDERTAKEN TO PLAN FOR YOLO COUNTY'S WATER FUTURE.

COVER PHOTO:  
JAN T. LOWREY CACHE CREEK NATURE PRESERVE

EXECUTIVE SUMMARY 2

## IRWMP Background and Purpose

In 2001 the WRA and the California Department of Water Resources (DWR) agreed to “cooperatively plan an integrated resources management program identifying opportunities...to improve water supply reliability in Yolo County.” In the process of developing the program, the WRA has provided a countywide forum to identify and address concerns related to water resources and sought to establish a collaborative effort to resolve these concerns. Serving as an update to the 1992 water management plan, the IRWMP as here presented identifies opportunities for cooperative action and presents a framework for local water management policies and projects. Because regional cooperation is mutually beneficial and even imperative, the WRA’s IRWMP is an important tool for coordinating ongoing efforts of member agencies and opening doors to new funding opportunities.



IRRIGATION CANAL IN YOLO COUNTY

## IRWMP Development Steps

The WRA Technical Committee, comprised of staff from each of the member agencies, led the development of the IRWMP in coordination with federal and state agencies and organizations in neighboring regions. Initial efforts focused on completing the Background Data and Information (included as Appendix A). From 2005 to 2007, the WRA Technical Committee developed the Plan itself.

Development of the Plan took more than two years, requiring many phased activities and iterations. The planning process consisted of four sequential steps, which included substantial feedback in response to increasing knowledge and progressive refinements.

- Step 1. **Identification of issues in five water resource management categories**
- Step 2. **Development of a list of actions to address the issues**
- Step 3. **Prioritization of the actions**
- Step 4. **Creation of a strategy for implementation**

Public and stakeholder participation were vital in developing the IRWMP. During 2005 and 2006 the WRA hosted three community workshops seeking input regarding concerns over water issues and potential solutions. The WRA used the information gleaned from these workshops, stakeholder interviews and other public outreach efforts to help identify potential actions to meet concerns. Regular meetings of the WRA board of directors, executive committee, and technical committee also included open discussions during each stage of the effort.

Because Yolo County shares several significant water resources with surrounding regions, the WRA worked with other agencies in neighboring counties during the preparation of the IRWMP. In 2006 a regional meeting took place involving representatives of WRA, DWR, Lake County, the Regional Water Authority (representing American River Basin water agencies), the Northern California Water Association (representing Sacramento Valley water agencies), and Solano County Water Agency. At this meeting the participants exchanged information on all their water resource planning goals, processes, and challenges.

## Step 1. Identification of Issues in Five Water Resource Management Categories

Based on the member agencies' goals and objectives, the WRA organized potential water management strategies into five main categories, which served as the framework for the IRWMP:

- **Water supply and drought preparedness**
- **Water quality (both surface water and groundwater)**
- **Flood management and storm drainage**
- **Aquatic and riparian ecosystem enhancement**
- **Recreation**

The WRA made a concerted effort to involve the following stakeholder groups:

- Local aggregate mining companies
- Cache Creek Conservancy
- California Audubon
- California Department of Fish and Game (DFG)
- California Department of Water Resources (DWR)
- California urban water agencies
- Local landowners
- Lower Putah Creek Coordinating Committee
- Natural Resources Conservation Service
- Putah Creek Council
- Reclamation Board of California
- Reclamation District 108
- Tuleyome
- UC Davis Putah Creek Riparian Reserve
- Yolo Basin Foundation
- Yolo Basin Working Group
- Yolo County Agricultural Commissioner's Office
- Yolo Audubon Society
- Yolo County Farm Bureau
- Yolo County HCP/NCCP Joint Powers Authority
- Yolo County Resource Conservation District, and
- Yolo Wildlife Area.

Drawing from nearly 20 years of local and regional water resource plans, technical studies, and public input, the WRA identified key issues related to each of the five water resource management categories. The issues in the respective categories are summarized below.

### WATER SUPPLY AND DROUGHT PREPAREDNESS ISSUES

- Availability of adequate water supplies during severe drought conditions
- Subsidence as a result of groundwater extraction
- Ability of deep aquifers to sustain current and future demands
- Cost of providing water and wastewater treatment expected to continue increasing
- Regulatory compliance increasingly complex and expensive



INDIAN VALLEY RESERVOIR

OPPOSITE PAGE  
CAPAY DAM  
LEVEE REPAIR



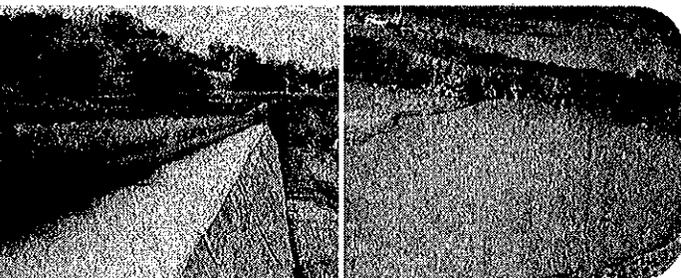
TOWN OF MADISON, FLOOD OF 2000

**WATER QUALITY ISSUES**

- Need to improve existing water quality and pursue higher quality water sources to meet current and future demands
- Increasingly stringent water quality regulations
- High nitrate levels in urban and community drinking water wells potentially posing a risk to human health
- High salinity levels from wastewater treatment plant discharges exceeding permit requirements
- Levels of arsenic and chromium VI, naturally occurring constituents in deep groundwater aquifers, nearing health standard limits, with potential risk to human health
- High levels of boron in shallow groundwater aquifers reducing crop yields or damaging young perennial crops
- Low levels of pesticides, nitrates, or other harmful constituents in surface water that may not be known to exceed human health standards but need additional monitoring
- Surface water sources with high levels of suspended sediment that can negatively affect aquatic life
- High levels of mercury in Cache Creek and the Yolo Bypass with potential risk to humans who consume large quantities of fish and fish-eating wildlife

**FLOOD MANAGEMENT AND STORM DRAINAGE ISSUES**

- Through-seepage, under-seepage, and erosion threatening Sacramento River levees
- Inadequate funding for geotechnical studies (to determine erosion, stability, and seepage threats to levees) and subsequent repair projects
- Inadequate emergency preparedness plans for river levee failures
- Inadequate public education and outreach (need for flood insurance, understanding of evacuation plans, etc.)
- Need for competent evaluation of risks to development in the floodplain
- Inadequate compensation to Yolo County for providing Sacramento with flood protection; failure of the federal and state governments to properly address the Sacramento River Flood Control Project-induced flood risks within and adjacent to the Yolo Bypass
- Insufficient understanding of the risk of Cache Creek flooding
- Erosion and inadequate flood protection from existing Cache Creek levees
- Inadequate vegetation removal on Cache Creek (impeding flood capacity)
- Inadequate levees to protect Madison and Esparto from Lamb Valley Slough flooding
- Inadequate flood protection at the Yolo County airport
- Need to monitor future land use changes in the Yolo Bypass to ensure that impediments to flow do not occur that would further minimize capacity. All current and future land uses in the bypass must be consistent with flow capacity requirements and are subject to State Reclamation Board enforcement.



#### RIPARIAN AND AQUATIC ECOSYSTEM ENHANCEMENT ISSUES

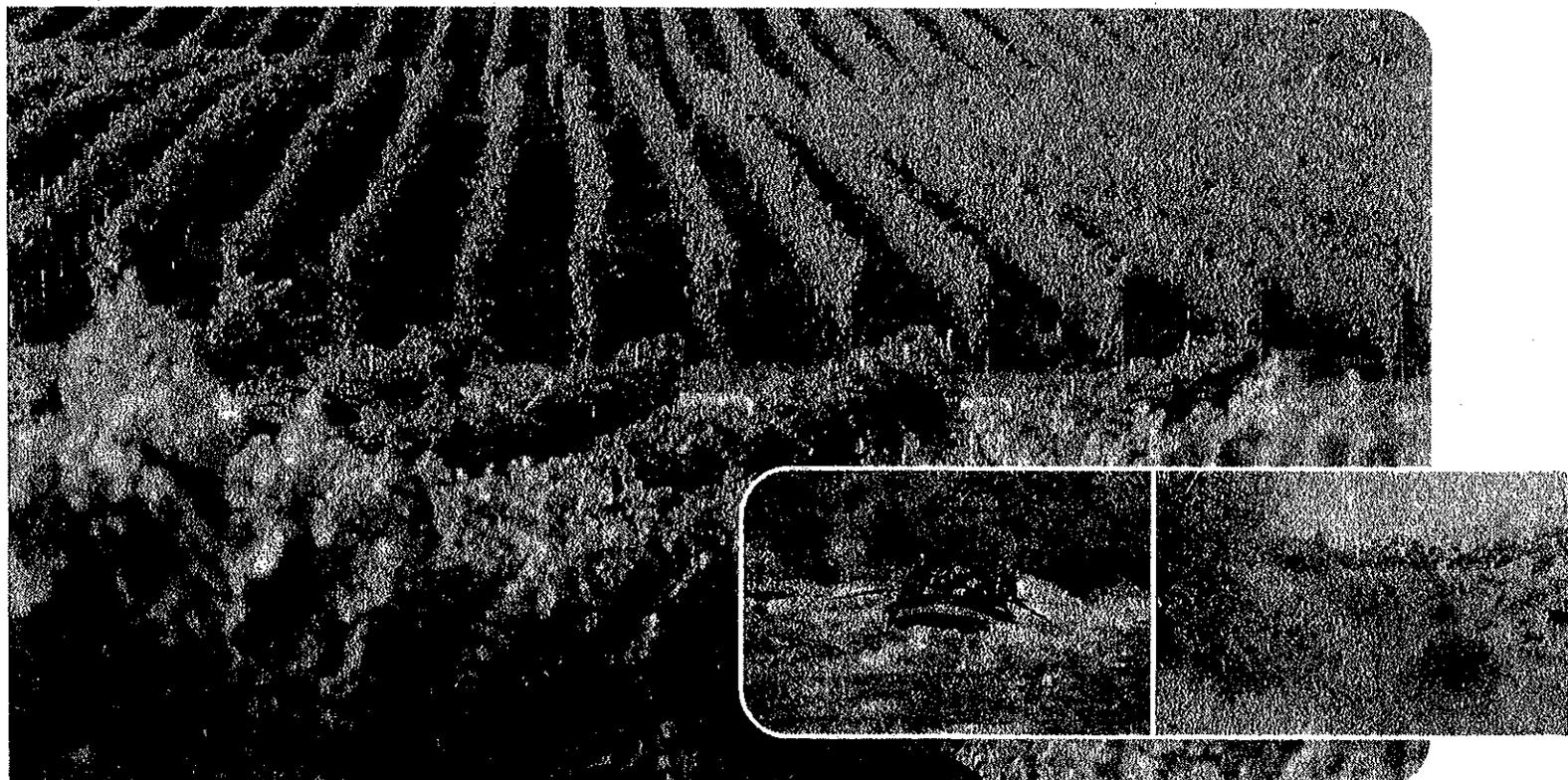
- Loss of native plants and increase of invasive plants, leading to increased erosion problems and habitat loss
- Native fish habitat, including spawning grounds, being lost
- Barriers to fish passage preventing anadromous fish from reaching spawning grounds or preventing juvenile fish from reaching floodplains with superior food availability and better protection from predators
- Loss of habitat for terrestrial species, including endangered species, leading to a decline in some populations
- Invasive aquatic species increasing
- Methylmercury accumulation in fish tissue putting fish-eating wildlife at risk of neurological and reproductive disorders

#### RECREATION ISSUES

- Inadequate educational opportunities (interpretive centers, etc.) related to waterways
- Lack of sufficient hiking, bicycle and equestrian trails along waterways
- Lack of sufficient hunting and fishing access sites along waterways
- Lack of sufficient camping facilities along waterways
- Lack of sufficient boating opportunities (motorized and non-motorized)
- Lack of sufficient wildlife viewing opportunities
- Lack of sufficient day-use activities (picnicking, swimming, etc.)

A VINEYARD IN YOLO COUNTY

INSET  
RAFTING ON CACHE CREEK  
INVASIVE SPECIES IN CACHE CREEK



## Step 2. Development of a List of Actions to Address the Issues

During the course of the IRWMP process, an encyclopedic list of 190 individual actions was developed to address the numerous water resources issues identified in step one. The WRA technical committee, stakeholders, and individual members of the public all contributed ideas to the list of actions.

Below is a summary list of actions by water resource category.

### WATER SUPPLY AND DROUGHT PREPAREDNESS ACTIONS

The WRA identified 28 individual water supply and drought preparedness actions. Two are in an advanced state of development: the RD 2035 Sacramento River Diversion and Conveyance Facilities Project and the Davis-Woodland Water Supply Project. Each is the focus of an integrated action (see "Integrated Actions"). The Comprehensive Conjunctive Water Use Program for Cache Creek and water supply actions proposed in the Dunnigan area, in combination with flood management actions in that area, formed the basis of additional integrated actions. (See Table 5-2 in the IRWMP.)

### WATER QUALITY ACTIONS

Seventeen water quality projects were identified. Several actions are already being implemented, but could be enhanced or expanded. These include the Agricultural Lands Conditional Waiver Program, a mandatory monitoring program landowners are required to comply with, and for which they need financial assistance; the UC Davis Groundwater Remediation Project; and the Sacramento River Joint Source Water Protection Program. (See Table 5-3 in the IRWMP.)

### FLOOD MANAGEMENT AND STORM DRAINAGE ACTIONS

Forty-eight flood management and storm drainage actions were identified. Several focus on Cache Creek and form the cornerstone of the Cache Creek Integrated Project, which is intended to reduce flood risk in Woodland and other parts of Yolo County near Cache Creek. The Dunnigan Area Storm Drainage/Flood Management Project and water supply actions form the core of the Dunnigan Integrated Project. Potential flood management actions identified for the west bank of the Sacramento River formed the core of the Sacramento River (West Bank) Integrated Project. Additionally, conceptual ideas have been prepared for the Yolo Bypass Integrated Project to expand flood management capacity and provide innovative options. (See Table 5-4 in the IRWMP.)

### AQUATIC AND RIPARIAN ECOSYSTEM ENHANCEMENT ACTIONS

Fifty-three aquatic and riparian ecosystem enhancement actions were identified, and many are included in the Putah Creek Integrated Project, the Yolo Bypass Wildlife Area Ecosystem Restoration Project and the Yolo Bypass Conceptual Aquatic Restoration Opportunities. (See Table 5-5 in the IRWMP.)

### RECREATION ACTIONS

Thirty-eight water-related recreation actions were identified. Together with ecosystem enhancement actions, recreation actions form the core of the Yolo Bypass Integrated Project. The Cache Creek area has the highest number of recreational actions (11). Although only one potential action was identified for the Yolo Bypass Wildlife Area, that action includes many components that are part of the land management plan and will require partnerships between diverse stakeholders and DFG. (See Table 5-6 in the IRWMP.)

The 190 actions were divided into the following three categories:

1. **Foundational actions.** Projects or programs that form a foundation for resource management.
2. **Integrated actions.** Individual actions that naturally cluster together based on shared water resources, geographical considerations, or shared objectives.
3. **Stand-alone individual actions.** Individual actions that are neither foundational nor find a home in one of the integrated actions.

#### FOUNDATIONAL ACTIONS

Foundational actions are projects or programs that form a foundation for resource management. They include planned or existing ongoing studies, modeling projects, or monitoring programs used to collect, simulate, or predict information relevant to resource management.

Ten foundational actions are presented in detail in Table 5-1 of the IRWMP. They include continuation and expansion of the existing groundwater monitoring program for the county; countywide surface water, subsidence, and aquatic habitat and fish opportunity assessment programs; enhancement of an existing database, improved data acquisition, mapping and aerial photography; and funding the Habitat Conservation Plan/Natural Communities Conservation Plan (HCP/NCCP) currently being developed. The development and implementation of foundational actions are funded in part by the WRA project funds budget and with grant funding or cost-sharing with federal or state agencies where the opportunity exists.

#### INTEGRATED ACTIONS

The IRWMP identifies eight integrated actions that would greatly improve water resource management in Yolo County. The integrated actions presented in Sections 5.0 and 7.0 are diverse and involve many entities and stakeholders. The breadth of involvement recognizes that Yolo County is made up of very different subregions or subwatersheds from the standpoint of

resources, resource issues and opportunities, and includes numerous jurisdictional or implementing entities and intraregional associations. Recognizing the diversity of authority and responsibility, the IRWMP identifies a lead partner or partners for each integrated action.

The eight integrated actions are listed below (lead partners).

- **Davis-Woodland Water Supply Project – IA1** (City of Davis, City of Woodland, UC Davis)
- **Reclamation District No. 2035 Sacramento River Diversion and Conveyance Project – IA2** (Reclamation District 2035)
- **Cache Creek Integrated Project – IA3**, combined Flood and Water Management (Yolo County, City of Woodland, Yolo County Flood Control & Water Conservation District)
- **Dunnigan Integrated Project – IA4** (Dunnigan Water District)
- **Sacramento River West Bank Integrated Project – IA5** (Yolo County, City of West Sacramento)
- **Putah Creek Integrated Project – IA6** (Lower Putah Creek Coordinating Committee)
- **Yolo Bypass Integrated Project – IA7** (Yolo Basin Foundation)
- **Yolo County Sloughs, Canals, and Creeks Management Program – IA8** (Yolo County Flood Control & Water Conservation District)

#### INDIVIDUAL ACTIONS

Only 18 of the 190 actions did not fit into integrated groups of actions. In some cases the action had not yet been thoroughly described or evaluated (such as the Groundwater Nitrate Reduction Program WQ8) and was therefore difficult to integrate. Other actions that were considered very important were more likely statewide or very long-term projects and thus outside of the scope of the Yolo IRWMP (for example, Sites Reservoir Project WS25). Finally, some actions did appear simply as stand-alone individual actions.

### Step 3. Prioritization of the Actions



OLD RICE MILL NEAR COUNTY ROAD 100A



BLUE RIDGE HILLS NORTH OF WINTERS

High priority was assigned to the ten Foundational Actions (Section 5.2). These are essential to the successful implementation of the remainder.

Efforts to prioritize individual and integrated actions occurred in two phases. The first round of priority-setting was presented in the initial release of the draft IRWMP in October 2006. Integrated actions and individual actions were evaluated by determining how many IRWMP objectives were addressed, how many water resource management issues were addressed, and how many statewide priorities were addressed. Actions that addressed more objectives, more water resource management issues, and more statewide priorities were considered higher priority actions. These prioritization methods are explained in Section 5.5.2 and depicted graphically in Table 5-7 and 5-8.

Following the release of the first draft IRWMP in October 2006 and in response to public input, the WRA devoted additional attention to integrating and setting priorities for the proposed actions. All lead partners reviewed their respective projects and conducted a second round of integration and priority analysis, if needed. Additional agency consultation and public participation was conducted to gain input on the refined plan. The results of the additional analysis and recommended action priorities are summarized in Table 7-1 and presented in detail for each integrated action (or geographic area) in Section 7.0.



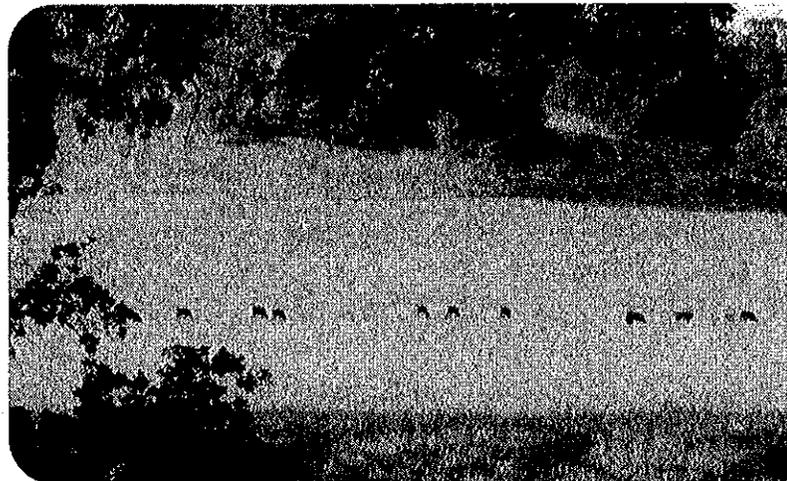
To this end it is critical to have an institutional structure that will facilitate and support execution of the plan. Important elements of this IRWMP are not the direct responsibility of any WRA member. These include the Foundational Actions, HCP/NCCP Development, and two Integrated Actions: the Putah Creek Integrated Project Management Program and the Yolo Bypass Integrated Project. While the IRWMP provides the framework for future collaboration, the composition of the WRA needs to be expanded to include all lead partners and implementing agencies. These lead partners will report to the WRA Board annually on their progress in implementing the integrated actions.

The development of the IRWMP has stretched over several years and involved innumerable meetings of the Technical Committee, consultants, and state and local representatives, in the pursuit of the ambitious goal of integrating water management planning in Yolo County. The Plan itself is the crowning achievement of this effort. But perhaps of even greater importance and overarching benefit are the collaborative relationships that have formed over the course of the years-long process. From these relationships, the agencies, stakeholders and people of Yolo County can expect to reap a substantial harvest.



FIELD SPRINKLERS

After adoption of the IRWMP by the member agencies, implementation of the recommended actions will depend on the level of member commitment to the Plan. An important responsibility of the WRA will be to seek out funding opportunities and to support the lead partners' efforts to secure financial aid through state bond funds (e.g., those made available through Propositions 50, 84 and 1E) in the form of grants and loans, state revolving funds, local financing under FEMA, and through NCRS and community development block grant programs. Actions proposed in the IRWMP will need to comply with all applicable federal, state and local laws and regulations, including environmental laws, regulations and ordinances. The future of the IRWMP will also depend on developments that may affect environmental compliance strategy.



A CATTLE RANCH IN YOLO COUNTY



## WATER RESOURCES ASSOCIATION OF YOLO COUNTY

P.O.Box 8624, Woodland, CA 95776

**Phone:** (530) 666-2733 **Fax:** (530) 666-4257

**Website:** [www.yolowra.org](http://www.yolowra.org) **Email:** [info@yolowra.org](mailto:info@yolowra.org)

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**Date:** June 2007

**Subject:** Yolo County Integrated Regional Water Management Plan - April 2007  
Executive Summary – May 2007

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For more information, visit the WRA's website: [www.yolowra.org](http://www.yolowra.org)  
Or contact Donna Gentile, Administrative Coordinator at (530) 666-2733.

### **The IRWMP can be obtained via:**

1. Download from WRA's website: [http://www.yolowra.org/irwmp\\_documents.html](http://www.yolowra.org/irwmp_documents.html).
2. On CD, call (530) 666-2733 to request a copy
3. One hard copy will be available for public review in the locations listed below in May 2007.
4. If you are interested in purchasing a hard copy, please call (530) 666-2733. Cost - \$50.00

### **IRWMP Available at the following Public Libraries in Yolo County:**

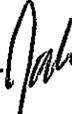
- Arthur F. Turner (West Sacramento) Branch, 1212 Merkley, West Sacramento
- Clarksburg Branch, 52915 Netherlands Rd., Clarksburg
- Davis Branch, 314 E 14<sup>th</sup> St., Davis
- Esparto Branch, 17065 Yolo Ave., Esparto
- Knights Landing Branch, 42351 Third St., Knights Landing
- Shields Library, University of CA Davis, Shields Ave. & Hutchison Dr., south end of the quad
- Winters Branch, 201 First St., Winters
- Woodland Branch, 250 First St., Woodland
- Yolo Branch, 37750 Sacramento St., Yolo



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Chairman and Agency Members

**DATE:** June 19, 2007

**FROM:** John W. Donlevy, Jr., Executive Director 

**SUBJECT:** Monticello Project Update

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**RECOMMENDATION:**

That the Agency Board of Directors receive and file this report.

**BACKGROUND:**

This item was requested by Agency Member Tom Stone.

**DISCUSSION:**

The following is a brief update on the project negotiations regarding the Monticello Project to be located on the corner of Railroad and Main.

- Staff and the project applicant met on Tuesday, June 12, 2007 to discuss a number of issues including:
  - Review of the draft development disposition agreement. Ogando presented a number of revision requests, and the Agency Counsel is currently preparing an updated version. Negotiations are progressing and we anticipate an agreement in either July or August.
  - Discussion on the overall site plan and the property layout, including the potential for a re-design of Abbey Street.
  - Review and a brief discussion on timeline issues regarding the development.
- An agreement on access, parking and reciprocal maintenance easements with neighboring property owners has been completed and will be presented to the Agency in July.

Staff and property owners will continue discussions on the various projects which will be presented for Agency consideration at later dates.

**FISCAL IMPACT:** None by this action.



**COMMUNITY DEVELOPMENT AGENCY STAFF REPORT**

June 19, 2007

**TO:** Honorable Chairman and Directors

**THROUGH:** John W. Donlevy, Jr. – Executive Director

**FROM:** Dan Sokolow – Community Development Director *DS*

**SUBJECT:** Resolution No. 2007-08 approving a grant of \$200,000 in low and moderate income housing funds for the affordable housing component of the Anderson Place Subdivision project (723 Railroad Avenue, APN 003-220-22) and authorizing staff to prepare housing agreement and documents.

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**RECOMMENDATION:** Staff recommends that the Community Development Agency take the following actions: (1) Receive the staff report and (2) Adopt Resolution No. 2007-xx approving a grant of \$200,000 in low and moderate income housing funds for the affordable housing component of the Anderson Place project (723 Railroad Avenue, APN 003-220-22) and authorizing staff to prepare housing agreement and documents.

**BACKGROUND:** The Community Development Agency (CDA) would provide the developer of the Anderson Place Subdivision project with a grant of \$200,000 in CDA low and moderate income housing funds provided that the developer applies for and receives the first building permit for a residential structure within 18 months of the City Council's approval of the project development agreement.

**ATTACHMENT**  
Resolution No. 2007-08

Anderson Place/TM CDA Stf Rpt 19Jun07

RESOLUTION NO. 2007-08

RESOLUTION OF THE CITY OF WINTERS COMMUNITY  
DEVELOPMENT AGENCY GRANTING LOW AND  
MODERATE INCOME HOUSING FUNDS FOR A  
RESIDENTIAL DEVELOPMENT PROJECT AND  
AUTHORIZING STAFF TO PREPARE AN AFFORDABLE  
HOUSING AGREEMENT AND THE ASSOCIATED  
DOCUMENTS

WHEREAS, the City of Winters (the "City") has approved a residential development project, more specifically described as Anderson Place Subdivision (the "Project"); and

WHEREAS, the City has entered into a Development Agreement with the developers of the Project (the "Developer") which in part provides that the Winters Community Development Agency (the "Agency") will provide \$200,000.00 in low and moderate income housing funds to be utilized toward the construction of affordable housing units required of the Project, pursuant to Health and Safety Code Section 33334.3, as an incentive for the Developer to commence construction of the Project within eighteen (18) months following entering into an affordable housing agreement and following City Council approval of the Project development agreement; and

WHEREAS, the Agency desires to commit to the granting of said low and moderate income housing funds and wishes to authorize staff to commence preparation of the associated documents.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Winters Community Development Agency Board of Directors as follows:

Section 1. The foregoing recitals are true and correct and are incorporated as if set forth in full here at.

Section 2. The Agency hereby grants to the Developer \$200,000.00 in Low and Moderate Income Housing Funds, subject to Developer entering into an Affordable Housing Agreement and commencing construction of the Project within eighteen (18) months thereafter.

Section 3. Agency staff is hereby authorized and directed to commence preparation of an Affordable Housing Agreement including those restrictions ensuring long term affordability consistent with the provisions of the City's Inclusionary Housing Ordinance and the California Community Redevelopment Law, Safety Code Section 33000 et. seq., and the underlying promissory note and deed of trust.

PASSED AND APPROVED by the Winters Community Development Agency at a regular meeting held on June 19, 2007.

---

Mike Martin, Chairman of the Winters Community  
Development Agency

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, Secretary for the Winters Community  
Development Agency

I, Nanci G. Mills, Secretary of the Winters Community Development Agency do hereby certify that the foregoing Resolution was introduced and adopted by the City Council of the City of Winters at a meeting held on the 19th day of June, 2007 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Secretary of the Winters Community Development  
Agency

**Anderson Place/Affordable Housing Assistance CDA Resolution 19Jun07**