



Winters City Council Meeting  
City Council Chambers  
Tuesday, June 3, 2008  
7:30 p.m.  
**AGENDA**

*Members of the City Council*  
Woody Fridae, Mayor  
Michael Martin, Mayor Pro Tempore  
Harold Anderson  
Cecilia Aguilar-Curry  
Tom Stone

*John W. Donlevy, Jr., City Manager*  
*John Wallace, City Attorney*  
*Nanci Mills, 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 a Regular Meeting of the Winters City Council Held on Tuesday, May 20, 2008 (pp 1-7)
- B. Approval of annual rate increase in accordance with the City's refuse franchise agreement with USA Waste of California, Inc. dba Waste Management of Winters (pp 8-19)
- C. Approve Resolution 2008-20, A Resolution of the City Council of the City of Winters Increasing the Capital Improvement Facilities Fees 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-06 (pp 20-22)
- D. Approve Resolution 2008-22, A Resolution of the City Council of the City of Winters Increasing the Project Monitoring Fee by 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-10 (pp 23-25)

## **PRESENTATIONS**

## **DISCUSSION ITEMS**

- 1. Public Hearing and Adoption of Resolution 2008-21, a Resolution of the City of Winters Amending and/or Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2008/2009 (pp 26-80)
- 2. Second Reading and Adoption of Ordinance 2008-08, an Ordinance of the City Council of the City of Winters adopting a First Amendment to a Development Agreement regarding the Anderson Place Subdivision (pp 81-168)
- 3. Second Reading and Adoption of Ordinance No. 2008-09, an Ordinance of the City Council of the City of Winters Amending Chapter 17.96 of the Zoning Code Pertaining to Requirements for On-Sale Liquor Establishments (pp 169-175)
- 4. Proposed Yolo County Water Agency (No Backup)
- 5. Request for Reconsideration of Safe Routes to School Improvements on Hemenway Street (pp 176)

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## **COMMUNITY DEVELOPMENT AGENCY**

- 1.
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**CITY MANAGER REPORT**

**COUNCIL/STAFF COMMENTS**

**INFORMATION ONLY**

**EXECUTIVE SESSION**

**ADJOURNMENT**

I declare under penalty of perjury that the foregoing agenda for the June 3, 2008, 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 May 28, 2008, and made available to the public during normal business hours.

*Nanci G. Mills, Adm. Asst. for Nancy G. Mills, City Clerk*  
Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm)

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.

How to obtain City Council Agendas:

View on the internet: [www.cityofwinters.org/administrative/admin\\_council.htm](http://www.cityofwinters.org/administrative/admin_council.htm) Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

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

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

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 Winters City Council Meeting  
Held on Tuesday, May 20, 2008

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

Those present were Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone, and Mayor Woody Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Contract Planner Kate Kelly, Associate Elliot Landes, and City Clerk Nanci Mills.

**Pledge of Allegiance**

**Approval of Agenda:** No changes were made to the agenda.

**PUBLIC COMMENTS:**

Debbie Nicholson requested a detailed budget of the tree removal project on Hemenway near the High School.

Gail Wingard has seen no specific reason why trees should be removed. Beautification requires service. He requested that the Tree Commission be re-established.

Erin Hasbrook noted several students in attendance tonight have forgone the Awards Assembly to attend tonight's meeting regarding the proposed tree removal. She asked the City Council to reconsider the removal of the trees.

Cat Hasbrook, 511 Putah Creek Road, representing the WHS Student Body, indicated the trees are beneficial to the track team, baseball team, and the community as a whole and stated the trees have historical significance as they have been there for over 30 years.

Linda Springer, 200 Madrone Court, acknowledged that tree removal goes against the efforts of the recent E.A.R.T.H. Day held on May 17. She asked the Council to seek alternative solutions.

Bonnie McManus, 213 Grant Avenue, asked if homeowners along Hemenway would consider having the sidewalk in front of their homes.

James Burger asked for the Council's support of Mel Smith, who is running for Supervisor.

Mayor Fridae asked that the tree removal be brought back as an agenda item to the June 3<sup>rd</sup> City Council meeting for re-consideration. City Manager Donlevy invited those attending the meeting regarding the tree removal to schedule a meeting with him to give him the opportunity to share the details of the project.

### **CONSENT CALENDAR**

- A. Minutes of a Regular Meeting of the Winters City Council Held on Tuesday, May 6, 2008
- B. Approval of Memorandum of Agreement with Yolo County in support of the Winters Community Family Literacy Collaborative
- C. Resolution 2008-19 A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIB of the California Constitution for the Fiscal Year 2008-2009

City Manager Donlevy gave an overview. Council Member Aguiar-Curry made a motion to approve the consent calendar. Seconded by Council Member Martin. Motion carried unanimously.

**PRESENTATIONS:** None

### **DISCUSSION ITEMS**

1. **Public Hearing and First Reading of Ordinance No. 2008-09, an Ordinance of the City Council of the City of Winters Amending Chapter 17.96 of the Zoning Code Pertaining to Requirements for On-Sale Liquor Establishments**

Mayor Fridae and Council Member Anderson stepped down due to a possible conflict of interest.

City Manager Donlevy gave an overview. He requested that the Council adopt a Zoning Code Text Amendment which would exclude Rotary Park from the requirements of Zoning Code Section 17.96.03, which requires "on-sale liquor establishments" to be located a minimum distance of 200 feet from public parks.

Mayor Pro Tem Martin opened the public hearing at 8:10 p.m. Mayor Pro Tem Martin closed the public hearing at 8:10 p.m. without public comment.

Council Member Aguiar-Curry made a motion to introduce Ordinance 2008-09, amending Chapter 17.96 of the Zoning Code Pertaining to Requirements for On-Sale Liquor Establishments. Seconded by Council Member Stone. Motion carried with the following roll call vote:

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

Mayor Fridae and Council Member Anderson returned to the dais at this time.

**2. Introduction and Waive the First Reading of Ordinance 2008-08, an Ordinance of the City Council of the City of Winters approving an Amendment to The Anderson Place Development Agreement located at 723 Railroad Avenue (APN 003-322-20)**

Kate Kelly, Contract Planner, gave an overview and confirmed that Development Agreements (DA) can be amended under certain circumstances and requested the term of the DA be extended to 12/31/2016, and the term of the tentative map be extended to 12/31/2013. The amendment would also allow the City to address a codification issue, insert standardized clauses, and clarify the projects relationship to the new water well. She asked the Council to conduct the first reading and to hold the public hearing, and schedule the second reading and adoption at the June 3<sup>rd</sup> City Council meeting. Kate confirmed the DA amendment would be exempt from CEQA regulations. This item was previously considered and recommended by the Planning Commission.

Council Member Martin inquired if the CDA had committed \$200,000 to the project and whether the impact fees can be adjusted due to inflation? Kate confirmed the \$200,000 commitment as well as the impact fee adjustment.

Council Member Stone inquired whether the DA could be amended prior to the proposed expiration of 12/31/16, if needed. He stated DA amendments are beneficial, as the City would want to avoid default or allow the term of the DA to expire.

Council Member Aguiar-Curry inquired if the applicant would have a map submitted to City by 12/31/2013. Currently, a tentative map has been submitted.

Council Member Anderson inquired about the reimbursement wording in Section 4.5a. of the DA regarding the police/fire facility, as the facility is scheduled to be completed prior to the end of the proposed DA term extension.

Mayor Fridae Woody confirmed the proposed interim use for the property will be an outdoor storage, repair and sales facility for boats and RV's. It was also

confirmed that demolition is planned for the building that is currently on the property.

Council Member Anderson made a motion to introduce and waive the first reading of Ordinance 2008-08, and to amend the language and approve an amendment to the Anderson Place Development Agreement. Seconded by Council Member Aguiar-Curry, who requested the DA be brought back to the June 3<sup>rd</sup> City Council meeting with the specified modifications. Motion carried unanimously with the following roll call vote:

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

**3. Second Reading and Adoption of Ordinance 2007-04, an Ordinance of the City Council of the City of Winters amending Chapter 10.16 of the Winters Municipal Code Pertaining to Stopping, Standing, and Parking**

Council Member Anderson stepped down due to a possible conflict of interest.

City Manager Donlevy gave an overview. Council Member Stone inquired whether there was a fee for the permit and City Manager Donlevy confirmed there is no fee involved to obtain a parking permit.

Council Member Aguiar-Curry made a motion to adopt Ordinance 2007-04, an Ordinance of the City Council of the City of Winters amending Chapter 10.16 of the Winters Municipal Code Pertaining to Stopping, Standing, and Parking. Seconded by Council Member Stone. Motion carried with the following roll call vote:

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

Council Member Anderson returned to the dais at this time.

**4. Choice of Sites and Designs for Park Monument Signs**

Associate Elliot Landes gave an overview and presented the potential sites for the monument signs. Mayor Fridae requested that the new sign planned for City Park be incorporated into the layout of the current monuments, or unify all signs into one monument. Council Member Aguiar-Curry asked if there had been any

public input into the type of sign being presented and felt the design was unattractive, as did Council Member Martin, who felt the signs resembled headstones. City Manager Donlevy explained the new signs were to be a spin-off of the sign at the Bobbie Greenwood Swim Center. He also explained that wooden signs are more expensive and do not last. Council Member Martin asked if there was a time limit in which the funds for the signs had to be spent and City Manager Donlevy replied there were no known time limits. He also stated if the Council was not happy with the sign design being presented, he proposed waiting until other options could be presented. Associate Elliot Landes indicated other design options can be brought back before Council. Council member Stone would like to see a historical type of sign for the Putah Creek Nature Park and Rotary Park to tie into the historical downtown area. Council Member Aguiar-Curry asked if the Rotary Park Vision Committee had been asked for their input regarding the proposed sign for Rotary Park and City Manager Donlevy replied there had been no input from the committee. She then requested that this item be brought back before Council. Mayor Fridae complimented Associate Landes and liked the monuments are presented, with the exception of City Park, where he indicated he would like to see the monument area unified and uncluttered. Mayor Fridae did like the unified theme throughout the City, and requested additional choices be brought back before Council.

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## **COMMUNITY DEVELOPMENT AGENCY**

### **CONSENT CALENDAR**

### **DISCUSSION ITEMS**

- A. Consultant Services Agreement with PKF Consulting for a Phase I Hotel Market Demand Analysis (Moved from Consent Calendar to Discussion Item)**

Agency Director Martin opened the meeting of the Community Development Agency (CDA) at 8:50 p.m. City Manager Donlevy gave an overview, stating the amount of \$9,500 is currently being requested for Phase 1. As Winters is an untested market and do not possess an analysis, developers won't take us seriously. The \$9,500 represents a good faith expenditure. Agency Member Aguiar-Curry said it is important to spend money on this item and that the CDA should support the analysis. Assistant Executive Director Ellena indicated the analysis would provide valuable information and verified that developers need the study and are not interested without it. She also stated the study has previously been requested by developers. Phase II can go into more details and be more specific, and can be used as a tool to attract developers.

Agency Member Fridae made a motion to approve the Consultant Services Agreement with PKF Consulting for a Phase I Hotel Market Demand Analysis. Seconded by Agency Member Aguiar-Curry. Motion carried unanimously.

Agency Director Martin adjourned the meeting of the Community Development Agency at 9:00 p.m.

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**CITY MANAGER REPORT:** None

**COUNCIL/STAFF COMMENTS:**

Council Member Anderson reminded everyone of the League of California Cities Northern California Division meeting and dinner to be held at the Woodland Senior Center on Thursday, May 29, as well as a meeting the following morning from 9:30 to noon, which will include speakers.

Council Member Martin thanked all those who volunteered last Saturday at the Celebrate E.A.R.T.H. at Rotary Park. It was a very good event that was well attended.

Council Member Aguiar-Curry indicated the Putah Creek Council's 20<sup>th</sup> anniversary will be celebrated on June 1 from 2-6p.m.

Council Member Stone also said the Celebrate E.A.R.T.H. was a good event and thanked everyone for the condolences expressed in the loss of his father.

Mayor Fridae said the Celebrate E.A.R.T.H. was well-presented, but not pleased with the turnout. But due to temperatures over 100 degrees, it was understandable. He voiced his appreciation for the participants and volunteers.

**INFORMATION ONLY:** City Attorney Wallace made the announcement that the Red Sox are the major league champions.

**EXECUTIVE SESSION**

Meeting with City Manager to Discuss City Manager Evaluation  
Pursuant to Section 54957 of the Government Code

**ADJOURNMENT**

Mayor Fridae adjourned the meeting into executive session at 9:05 p.m.

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Woody Fridae, Mayor

ATTEST:

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** June 3, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *JW*  
**FROM:** Carol Scianna, Management Analyst *CS*  
**SUBJECT:** Approval of annual rate increase in accordance with the City's refuse franchise agreement with USA Waste of California, Inc. dba Waste Management of Winters

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**RECOMMENDATION:**

Staff recommends approval of the annual rate increase in accordance with the franchise agreement with USA Waste of California, Inc. dba Waste Management of Winters to be effective July 1, 2008. The rate increase will raise residential and commercial rates by approximately 10.28%.

**BACKGROUND:**

As per the Franchise Agreement Contract the 2008 rate increase has been calculated based on the "Refuse Rate Index" for the service portion of the rates. The contract requires changes in rates by April 1<sup>st</sup> and since March indices were not available the February index was used for fuel, vehicle replacement, maintenance and the Consumer Price Index calculations the combination of the these rate increase reflects a 10.28% increase over 2007 rates.

**FISCAL IMPACT:** Increase in rates to service customers.



**WASTE MANAGEMENT OF  
WINTERS**  
1324 PADDOCK PLACE  
WOODLAND, CA 95776

March 31, 2008

Mr. John Donlevy  
City Administrator  
318 First Street  
Winters, CA 95694

Dear Mr. Donlevy,

This letter is to request a rate increase in accordance with Section 19.02 (Adjustment to Service Rates) of the refuse franchise agreement between the City of Winters and the USA Waste of California, Inc, dba Waste Management of Winters.

The attached rate increase has been calculated based on the "Refuse Rate Index" or RRI in Exhibit 2 of the collection agreement and applied only to the service portion of the rates (excluding landfill). Since the March indices were not available, the February index was used for fuel, vehicle replacement, maintenance and the Consumer Price Index (CPI). The Labor index is a quarterly index and the last quarter of 2007 was the most recent available data and was used for the RRI formula. The attached documents show the new rates and rate calculations.

Also, as discussed, enclosed is the most recent Waste Management annual report for your review. The 2007 report will be available in May.

Thank you for considering this rate request. In the future, the February indexes and the year-end labor index above will continue to be used unless the City wishes to change the April 1<sup>st</sup> rate request date.

Sincerely,

A handwritten signature in black ink, appearing to read 'JAS', written over the word 'Sincerely,'.

Jason Smith  
District Manager

Enclosures

**CITY OF WINTERS  
PRICE INCREASE CALCULATION  
EFFECTIVE JULY 1, 2008**

<b>Category</b>	<b>Data Source</b>			<b>% Change</b>	<b>Item Weight</b>	<b>Weighted Percentage</b>
<b>Labor</b>	CIU201S000000000I	Q4 07	106.70			
		Q4 06	103.40	3.19%	45.69%	1.46%
<b>Motor Fuel</b>	WPU057303	Feb-08	286.70			
		Feb-07	193.50	48.17%	15.60%	7.51%
<b>Vehicle Replacement</b>	PCU3362113362113	Feb-08	201.40			
		Feb-07	199.60	0.90%	6.90%	0.06%
<b>Vehicle Maintenance</b>	PCU3339243339243	Feb-08	161.20			
		Feb-07	155.00	4.00%	20.40%	0.82%
<b>CPI All Items</b>	CUURX400SA0	Feb-08	131.54			
		Feb-07	126.81	3.73%	11.41%	0.43%
<b>Total adjustment</b>						<b>10.28%</b>

**CITY OF WINTERS  
PPI ADJUSTMENT INDICES  
EFFECTIVE JULY 1, 2008**

**LABOR**

**Employment Cost Index**

Series Id: CIU201S0000000001 (B,H)  
 Not Seasonally Adjusted  
 compensation: Total compensation  
 sector: Private industry  
 periodicity: Index number  
 Industryoc: Service-providing industries

Year	Qtr1	Qtr2	Qtr3	Qtr4	Annual
2001	85.4	86.2	87.1	87.8	
2002	88.7	89.7	90.2	90.4	
2003	91.7	92.5	93.6	94	
2004	95.1	96.1	96.8	97.3	
2005	98.3	98.9	99.5	100	
2006	101	101.8	102.7	103.4	
2007	104.3	105.2	106.1	106.7	

B : Includes wages, salaries, and employer costs for employee benefits.

H : See Footnote H on [www.bls.gov/ect/cimapnote.htm](http://www.bls.gov/ect/cimapnote.htm).

**MOTOR FUEL**

**Producer Price Index-Commodities**

Series Id: WPU057303  
 Not Seasonally Adjusted  
 Group: Fuels and related products and power  
 Item: #2 diesel fuel  
 Base Date: 8200

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1998	53.9	51.3	47.6	50	50	45.8	44.7	44.4	48.1	47.3	46.1	39	47.4
1999	40.2	38.1	43.2	53.1	53	53.5	59.8	65.6	68.8	67.5	71.9	72.7	57.3
2000	76.1	86.1	90	84.1	82.8	85.7	89.5	92.1	110.8	110	110.4	101.6	93.3
2001	96.7	92.4	83.5	86.4	93.1	90.2	81.6	82	91.6	75.9	71.3	56.2	83.4
2002	58.9	60	69.7	76.9	74.7	73.3	77.6	80.4	92.3	98.7	85.5	86.8	77.9
2003	97.6	123.8	129.4	102.3	87.9	89.8	92.7	96.6	91.1	101.1	95.9	98.1	100.5
2004	109.3	103.7	109.7	119.9	121	114.2	123	135.1	140.9	166.6	159.7	135.3	128.2
2005	141.1	149.5	173.3	175.4	170.8	187.2	189.8	200.6	212.6	264.1	206.2	198.5	189.1
2006	197.1	196.2	206.5	230.4	239.6	246.9	237.5	250.2	201.3	197.5	197.2	203	216.9
2007	180.9	193.5	220.2	238	226.5	227.6	243.5	231.2	246.2	249.6	296.7(P)	271.9(P)	235.5(P)
2008	280.5(P)	286.7(P)											

P : Preliminary. All indexes are subject to revision four months after original publication

**CITY OF WINTERS  
RRI ADJUSTMENT INDICES  
EFFECTIVE JULY 1, 2008**

**VEHICLE REPLACEMENT**

**Producer Price Index Industry Data**

Series Id: PCU3362113362113

Industry: Motor vehicle body manufacturing

Product: Completed vehicles produced on purchased chassis

Base Date: 8212

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1998	163.4	163.6	163.8	163.7	163.9	164	164.1	164.2	164.8	165.3	165.5	165.5	164.3
1999	165.7	165.9	166.1	166.2	166.3	166.8	166.9	166.8	166.8	167.2	167.6	167.7	166.7
2000	169.1	169.1	169.2	169.2	169.3	169.6	169.7	169.8	170	170.4	170.4	170.4	169.7
2001	170.6	170.7	171	170.8	170.9	171.5	171.5	171.5	172	172.1	172.1	172.6	171.4
2002	173	173.4	173.6	173.4	173.4	173.6	173.9	174	174	174	173.8	173.8	173.6
2003	174.8	174.8	174.8	175.2	175.2	175	175	174.7	173.2	173.7	174.2	174.2	174.6
2004	174.2	174.6	174.8	178.3	178.3	178.4	179	181.4	184.5	184.5	184.7	185.3	179.8
2005	187.2	187.7	188.9	188.9	189	189	190.5	190.5	190.5	190.5	190.5	191.3	189.5
2006	192	192.8	193.3	193.3	193.5	193.7	194.1	195.6	197.4	198.5	198.9	198.9	195.2
2007	199.6	199.6	197.4	199.8	199.8	200.5	200.5	200.6	200.9	200.9	200.9(P)	201.0(P)	200.1(P)
2008	201.4(P)	201.4(P)											

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**VEHICLE MAINTENANCE**

**Producer Price Index Industry Data**

Series Id: PCU3339243339243

Industry: Industrial truck, trailer, and stacker mfg

Product: Parts and attachments for industrial trucks and tractors

Base Date: 8612

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
1998	126.6	126.6	126.6	126.6	126.6	126.6	126.6	127.1	127.1	127.1	127.1	127.1	126.8
1999	127.3	127.3	127.6	127.5	127.5	127.5	127.6	127.6	127.6	127.6	127.9	127.9	127.6
2000	128.9	128.9	129	128.6	128.9	128.9	130.3	130.2	130.2	130.2	130.2	130.2	129.5
2001	130.3	130.9	131.1	130.9	131.4	131.4	131.7	131.7	131.7	131.7	131.7	131.7	131.3
2002	132.2	132.2	132.2	132.1	132.1	132.4	132.4	132.4	132.6	132.6	132.6	132.6	132.4
2003	132.7	133.3	133.7	133.1	133.2	136.3	136.1	136.7	136.6	136.6	136.6	136.6	135.1
2004	138.7	138.7	139	139.1	140.3	140.3	141.9	141.9	141.9	143	143.1	143.5	140.9
2005	146.2	146.2	146.2	147.2	148	148	148.4	148	148	148.1	148.5	148.5	147.6
2006	150.3	150.5	151.1	151.1	150.8	150.8	152.2	152.2	152.2	152.2	152.1	152.1	151.5
2007	154.3	155	156	156	156.2	156.2	156.8	156.8	156.8	156.8	156.8(P)	156.8(P)	156.2(P)
2008	160.6(P)	161.2(P)											

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**CITY OF WINTERS  
RRI ADJUSTMENT INDICES  
EFFECTIVE JULY 1, 2008**

**CPI ALL ITEMS**

**Consumer Price Index-All Urban Consumers**

**Series Catalog:**

Series ID : CUURX400SA0

Not Seasonally Adjusted

Area : West - Size Class B/C

Item : All items

Base Period : DECEMBER 1996=100

**Data:**

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Ann
1998	102.3	102.3	102.3	102.2	102.4	102.3	102.3	102.5	102.7	103	103.5	103.4	102.6
1999	103.6	103.8	104.1	105.1	104.8	104.5	104.9	105.2	105.2	105.5	105.5	105.7	104.8
2000	105.7	106.2	107.1	107.2	107.3	107.7	108.1	108.3	108.8	109	109.2	108.9	107.8
2001	109.8	110.1	110.7	110.6	111.1	111.2	111.4	111.2	111.7	112.1	112	111.6	111.1
2002	111.9	112.4	112.8	113.7	112.5	112.2	112.5	113	113.1	113.3	113.1	113.1	112.8
2003	113.8	114.5	115.4	114.9	114.7	114.4	115.1	115.5	115.6	115.5	114.9	115.2	115
2004	116	117	117.9	117.8	118.2	117.9	117.9	118.1	118.4	119.2	119.3	119	118.1
2005	119.5	119.6	120.4	121.4	121.3	121.1	121.3	122	123.1	123.6	122.8	121.8	121.5
2006	122.9	123.7	124.2	124.9	125.7	125.6	125.6	126.2	125.9	125.5	125.1	125	125
2007	126.244	126.805	127.848	128.843	129.129	129.262	129.067	128.939	129.064	129.866	130.581	130.481	128.844
2008	131.328	131.538											

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

**CURRENT RATES**

**NEW RATES**

	CURRENT RATES				NEW RATES			
	Disposal	Service	Franchisee Fee	Total	Disposal	Service	Franchisee Fee	Total
<b>SINGLE FAMILY COLLECTION SERVICES</b>								
<b>SOLID WASTE COLLECTION</b>								
1 - 32 gallon	\$ 0.72	\$ 10.27	\$ 1.94	\$ 12.93	\$ 0.72	\$ 11.33	\$ 2.13	\$ 14.18
2 - 32 gallon	\$ 1.44	\$ 16.35	\$ 3.14	\$ 20.93	\$ 1.44	\$ 18.03	\$ 3.44	\$ 22.91
3 - 32 gallon	\$ 2.16	\$ 22.43	\$ 4.34	\$ 28.93	\$ 2.16	\$ 24.74	\$ 4.75	\$ 31.65
1 - 64 gallon	\$ 1.08	\$ 12.16	\$ 2.34	\$ 15.58	\$ 1.08	\$ 13.41	\$ 2.56	\$ 17.05
2 - 64 gallon	\$ 2.16	\$ 21.28	\$ 4.14	\$ 27.58	\$ 2.16	\$ 23.47	\$ 4.52	\$ 30.16
3 - 64 gallon	\$ 3.24	\$ 30.40	\$ 5.94	\$ 39.58	\$ 3.24	\$ 33.53	\$ 6.49	\$ 43.26
1 - 96 gallon	\$ 1.80	\$ 15.52	\$ 3.06	\$ 20.38	\$ 1.80	\$ 17.12	\$ 3.34	\$ 22.26
2 - 96 gallon	\$ 3.60	\$ 27.32	\$ 5.46	\$ 36.38	\$ 3.60	\$ 30.13	\$ 5.95	\$ 39.68
3 - 96 gallon	\$ 5.40	\$ 39.12	\$ 7.86	\$ 52.38	\$ 5.40	\$ 43.14	\$ 8.57	\$ 57.11
<b>RECYCLING</b>								
1 - 96 gallon	\$ -	\$ 1.75	\$ 0.31	\$ 2.06	\$ -	\$ 1.93	\$ 0.34	\$ 2.27
2 - 96 gallon	\$ -	\$ 4.30	\$ 0.76	\$ 5.06	\$ -	\$ 4.74	\$ 0.84	\$ 5.58
<b>GREEN WASTE</b>								
Loose Piles	\$ 1.85	\$ 3.10	\$ 0.84	\$ 5.69	\$ 1.85	\$ 3.42	\$ 0.89	\$ 5.98
<b>LARGE ITEM COLLECTION</b>								
5 Cu Yds	\$ 0.72	\$ 2.19	\$ 0.51	\$ 3.42	\$ 0.72	\$ 2.42	\$ 0.55	\$ 3.69
Add'l 1 Cu Yd	\$ 1.80	\$ 10.95	\$ 2.25	\$ 15.00	\$ 1.80	\$ 12.08	\$ 2.45	\$ 16.33
<b>OTHER SERVICES</b>								
Add'l 1 Cu Yd	\$ 1.80	\$ 10.95	\$ 2.25	\$ 15.00	\$ 1.80	\$ 12.08	\$ 2.45	\$ 16.33
32 gallon Cart Exchange/Delivery		\$ 3.82	\$ 0.68	\$ 4.50		\$ 4.21	\$ 0.75	\$ 4.96
64 gallon Cart Exchange/Delivery		\$ 3.82	\$ 0.68	\$ 4.50		\$ 4.21	\$ 0.75	\$ 4.96
96 gallon Cart Exchange/Delivery		\$ 3.82	\$ 0.68	\$ 4.50		\$ 4.21	\$ 0.75	\$ 4.96
<b>SPECIAL SERVICE FEES</b>								
Backyard Charge		\$ 6.80	\$ 1.20	\$ 8.00		\$ 7.50	\$ 1.32	\$ 8.82
On-call bulky items pickup		\$ 12.75	\$ 2.25	\$ 15.00		\$ 14.06	\$ 2.48	\$ 16.54
Vacation Stop/Restart		\$ 42.50	\$ 7.50	\$ 50.00		\$ 46.87	\$ 8.27	\$ 55.14

\*\*\* RRI Adjusted

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

	CURRENT RATES				NEW RATES			
	Disposal	Service	Franchise Fee	Total	Disposal	Service	Franchise Fee	Total
<b>MULTI FAMILY COLLECTION SERVICES</b>								
<b>SOLID WASTE COLLECTION</b>								
1 yd 1X week	\$ 1.80	\$ 36.26	\$ 6.72	\$ 44.78	\$ 1.80	\$ 39.99	\$ 7.37	\$ 49.16
1 yd 2X week	\$ 3.60	\$ 72.53	\$ 13.43	\$ 89.56	\$ 3.60	\$ 79.99	\$ 14.75	\$ 98.34
1 yd 3X week	\$ 5.40	\$ 108.79	\$ 20.16	\$ 134.34	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
1 yd 4X week	\$ 7.20	\$ 145.05	\$ 26.87	\$ 179.12	\$ 7.20	\$ 159.96	\$ 29.50	\$ 196.66
1 yd 5X week	\$ 9.00	\$ 181.31	\$ 33.59	\$ 223.90	\$ 9.00	\$ 199.95	\$ 36.87	\$ 245.82
1 yd 6X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
1 yd 7X week	\$ 12.60	\$ 253.84	\$ 47.02	\$ 313.46	\$ 12.60	\$ 279.93	\$ 51.62	\$ 344.15
2 yd 1X week	\$ 3.60	\$ 72.53	\$ 13.43	\$ 89.56	\$ 3.60	\$ 79.99	\$ 14.75	\$ 98.34
2 yd 2X week	\$ 7.20	\$ 145.05	\$ 26.87	\$ 179.12	\$ 7.20	\$ 159.96	\$ 29.50	\$ 196.66
2 yd 3X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
2 yd 4X week	\$ 14.40	\$ 290.10	\$ 53.74	\$ 358.24	\$ 14.40	\$ 319.92	\$ 59.00	\$ 393.32
2 yd 5X week	\$ 18.00	\$ 362.63	\$ 67.17	\$ 447.80	\$ 18.00	\$ 399.91	\$ 73.75	\$ 491.66
2 yd 6X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
2 yd 7X week	\$ 25.20	\$ 507.68	\$ 94.04	\$ 626.92	\$ 25.20	\$ 559.87	\$ 103.25	\$ 688.32
3 yd 1X week	\$ 5.40	\$ 108.79	\$ 20.16	\$ 134.34	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
3 yd 2X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
3 yd 3X week	\$ 16.20	\$ 326.37	\$ 60.45	\$ 403.02	\$ 16.20	\$ 359.92	\$ 66.37	\$ 442.49
3 yd 4X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
3 yd 5X week	\$ 27.00	\$ 543.94	\$ 100.76	\$ 671.70	\$ 27.00	\$ 599.88	\$ 110.62	\$ 737.48
3 yd 6X week	\$ 32.40	\$ 652.73	\$ 120.91	\$ 806.04	\$ 32.40	\$ 719.83	\$ 132.75	\$ 884.98
3 yd 7X week	\$ 37.80	\$ 761.52	\$ 141.06	\$ 940.38	\$ 37.80	\$ 839.80	\$ 164.87	\$ 1,032.47
4 yd 1X week	\$ 7.20	\$ 145.05	\$ 26.87	\$ 179.12	\$ 7.20	\$ 159.96	\$ 29.50	\$ 196.66
4 yd 2X week	\$ 14.40	\$ 290.10	\$ 53.74	\$ 358.24	\$ 14.40	\$ 319.92	\$ 59.00	\$ 393.32
4 yd 3X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
4 yd 4X week	\$ 28.80	\$ 580.21	\$ 107.47	\$ 716.48	\$ 28.80	\$ 639.88	\$ 118.00	\$ 786.66
4 yd 5X week	\$ 36.00	\$ 725.26	\$ 134.34	\$ 895.60	\$ 36.00	\$ 799.82	\$ 147.50	\$ 983.32
4 yd 6X week	\$ 43.20	\$ 870.31	\$ 161.21	\$ 1,074.72	\$ 43.20	\$ 959.78	\$ 177.00	\$ 1,179.98
4 yd 7X week	\$ 50.40	\$ 1,015.36	\$ 188.08	\$ 1,253.84	\$ 50.40	\$ 1,119.74	\$ 208.50	\$ 1,376.84
5 yd 1X week	\$ 9.00	\$ 181.31	\$ 33.59	\$ 223.90	\$ 9.00	\$ 199.95	\$ 36.87	\$ 245.82
5 yd 2X week	\$ 18.00	\$ 362.63	\$ 67.17	\$ 447.80	\$ 18.00	\$ 399.91	\$ 73.75	\$ 491.66
5 yd 3X week	\$ 27.00	\$ 543.94	\$ 100.76	\$ 671.70	\$ 27.00	\$ 599.88	\$ 110.62	\$ 737.48
5 yd 4X week	\$ 36.00	\$ 725.26	\$ 134.34	\$ 895.60	\$ 36.00	\$ 799.82	\$ 147.50	\$ 983.32
5 yd 5X week	\$ 45.00	\$ 906.57	\$ 167.93	\$ 1,119.50	\$ 45.00	\$ 999.77	\$ 184.37	\$ 1,229.14
5 yd 6X week	\$ 54.00	\$ 1,087.89	\$ 201.51	\$ 1,343.40	\$ 54.00	\$ 1,199.73	\$ 221.25	\$ 1,474.98
5 yd 7X week	\$ 63.00	\$ 1,269.20	\$ 235.10	\$ 1,567.30	\$ 63.00	\$ 1,399.67	\$ 258.12	\$ 1,720.79
6 yd 1X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
6 yd 2X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
6 yd 3X week	\$ 32.40	\$ 652.73	\$ 120.91	\$ 806.04	\$ 32.40	\$ 719.83	\$ 132.75	\$ 884.98
6 yd 4X week	\$ 43.20	\$ 870.31	\$ 161.21	\$ 1,074.72	\$ 43.20	\$ 959.78	\$ 177.00	\$ 1,179.98
6 yd 5X week	\$ 54.00	\$ 1,087.89	\$ 201.51	\$ 1,343.40	\$ 54.00	\$ 1,199.73	\$ 221.25	\$ 1,474.98
6 yd 6X week	\$ 64.80	\$ 1,305.47	\$ 241.51	\$ 1,612.08	\$ 64.80	\$ 1,439.67	\$ 265.50	\$ 1,769.97
6 yd 7X week	\$ 75.60	\$ 1,523.05	\$ 282.11	\$ 1,880.76	\$ 75.60	\$ 1,679.62	\$ 309.74	\$ 2,084.96

\*\*\* RRI Adjusted

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

**CURRENT RATES**

**NEW RATES**

**MULTI FAMILY COLLECTION SERVICES  
PUSH RATES**

	Disposal	Service	Franchise Fee	Total	Disposal	Service	Franchise Fee	Total
0-25 feet 1X week	\$	1.67	\$ 0.28	\$ 1.85	\$	1.73	\$ 0.31	\$ 2.04
0-25 feet 2X week	\$	3.15	\$ 0.55	\$ 3.70	\$	3.47	\$ 0.61	\$ 4.08
0-25 feet 3X week	\$	4.71	\$ 0.83	\$ 5.54	\$	5.19	\$ 0.92	\$ 6.11
0-25 feet 4X week	\$	6.28	\$ 1.11	\$ 7.39	\$	6.93	\$ 1.22	\$ 8.15
0-25 feet 5X week	\$	7.85	\$ 1.39	\$ 9.24	\$	8.66	\$ 1.63	\$ 10.19
0-25 feet 6X week	\$	9.43	\$ 1.66	\$ 11.09	\$	10.40	\$ 1.84	\$ 12.24
0-25 feet 7X week	\$	10.99	\$ 1.94	\$ 12.93	\$	12.12	\$ 2.14	\$ 14.26
26-50 feet 1X week	\$	1.77	\$ 0.31	\$ 2.08	\$	1.95	\$ 0.34	\$ 2.29
26-50 feet 2X week	\$	3.54	\$ 0.62	\$ 4.16	\$	3.90	\$ 0.69	\$ 4.59
26-50 feet 3X week	\$	5.30	\$ 0.94	\$ 6.24	\$	5.84	\$ 1.03	\$ 6.87
26-50 feet 4X week	\$	7.06	\$ 1.25	\$ 8.31	\$	7.79	\$ 1.37	\$ 9.16
26-50 feet 5X week	\$	8.83	\$ 1.56	\$ 10.39	\$	9.74	\$ 1.72	\$ 11.46
26-50 feet 6X week	\$	10.60	\$ 1.87	\$ 12.47	\$	11.69	\$ 2.06	\$ 13.75
26-50 feet 7X week	\$	12.37	\$ 2.18	\$ 14.55	\$	13.64	\$ 2.41	\$ 16.05
51-75 feet 1X week	\$	1.98	\$ 0.35	\$ 2.31	\$	2.16	\$ 0.38	\$ 2.54
51-75 feet 2X week	\$	3.93	\$ 0.69	\$ 4.62	\$	4.33	\$ 0.78	\$ 5.09
51-75 feet 3X week	\$	5.89	\$ 1.04	\$ 6.93	\$	6.50	\$ 1.15	\$ 7.65
51-75 feet 4X week	\$	7.85	\$ 1.39	\$ 9.24	\$	8.66	\$ 1.63	\$ 10.19
51-75 feet 5X week	\$	9.82	\$ 1.73	\$ 11.55	\$	10.83	\$ 1.91	\$ 12.74
51-75 feet 6X week	\$	11.78	\$ 2.08	\$ 13.86	\$	12.99	\$ 2.29	\$ 15.28
51-75 feet 7X week	\$	13.74	\$ 2.43	\$ 16.17	\$	15.16	\$ 2.67	\$ 17.82
76+ feet 1X week	\$	2.35	\$ 0.42	\$ 2.77	\$	2.59	\$ 0.46	\$ 3.05
76+ feet 2X week	\$	4.71	\$ 0.83	\$ 5.54	\$	5.19	\$ 0.92	\$ 6.11
76+ feet 3X week	\$	7.06	\$ 1.25	\$ 8.31	\$	7.79	\$ 1.37	\$ 9.16
76+ feet 4X week	\$	9.43	\$ 1.66	\$ 11.09	\$	10.40	\$ 1.84	\$ 12.24
76+ feet 5X week	\$	11.78	\$ 2.08	\$ 13.86	\$	12.99	\$ 2.29	\$ 15.28
76+ feet 6X week	\$	14.14	\$ 2.49	\$ 16.63	\$	15.59	\$ 2.75	\$ 18.34
76+ feet 7X week	\$	16.49	\$ 2.91	\$ 19.40	\$	18.19	\$ 3.21	\$ 21.40
<b>ADDITIONAL SERVICES</b>								
Cleaning in excess of 1/yr	\$	63.75	\$ 11.25	\$ 75.00	\$	70.30	\$ 12.41	\$ 82.71
Exchange in excess of 1/yr	\$	42.50	\$ 7.50	\$ 50.00	\$	48.87	\$ 8.27	\$ 55.14
<b>LARGE COLLECTION SERVICE</b>								
Per cubic yard	\$	12.75	\$ 2.25	\$ 15.00	\$	14.06	\$ 2.48	\$ 16.54
<b>SPECIAL SERVICE FEES</b>								
Key charges	\$	2.65	\$ 0.45	\$ 3.00	\$	2.81	\$ 0.50	\$ 3.31
Vacation Stop/Restart	\$	42.60	\$ 7.50	\$ 50.00	\$	48.87	\$ 8.27	\$ 55.14
Gate service charges	\$	3.40	\$ 0.60	\$ 4.00	\$	3.75	\$ 0.66	\$ 4.41
Long walk charges	\$	6.80	\$ 1.20	\$ 8.00	\$	7.50	\$ 1.32	\$ 8.82

\*\*\* RRI Adjusted

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

	CURRENT RATES				NEW RATES			
	Disposal	Service	Franchise Fee	Total	Disposal	Service	Franchise Fee	Total
<b>COMMERCIAL COLLECTION SERVICES</b>								
<b>SOLID WASTE COLLECTION</b>								
1 yd 1X week	\$ 1.80	\$ 36.26	\$ 6.72	\$ 44.78	\$ 1.80	\$ 39.99	\$ 7.37	\$ 49.16
1 yd 2X week	\$ 3.60	\$ 72.53	\$ 13.43	\$ 89.56	\$ 3.60	\$ 79.99	\$ 14.75	\$ 98.34
1 yd 3X week	\$ 5.40	\$ 108.79	\$ 20.16	\$ 134.34	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
1 yd 4X week	\$ 7.20	\$ 145.05	\$ 28.87	\$ 179.12	\$ 7.20	\$ 169.96	\$ 29.50	\$ 196.66
1 yd 5X week	\$ 9.00	\$ 181.31	\$ 33.59	\$ 223.90	\$ 9.00	\$ 199.95	\$ 36.87	\$ 245.82
1 yd 6X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
1 yd 7X week	\$ 12.60	\$ 253.84	\$ 47.02	\$ 313.46	\$ 12.60	\$ 279.93	\$ 51.62	\$ 344.15
1.5 yd 1X week	\$ 2.88	\$ 54.21	\$ 10.07	\$ 67.16	\$ 2.88	\$ 59.78	\$ 11.05	\$ 73.72
1.5 yd 2X week	\$ 5.40	\$ 108.79	\$ 20.16	\$ 134.34	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
1.5 yd 3X week	\$ 8.28	\$ 163.00	\$ 30.23	\$ 201.51	\$ 8.28	\$ 179.76	\$ 33.18	\$ 221.22
1.5 yd 4X week	\$ 10.80	\$ 217.59	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
1.5 yd 5X week	\$ 13.68	\$ 271.79	\$ 60.38	\$ 335.85	\$ 13.68	\$ 299.73	\$ 55.31	\$ 366.72
1.5 yd 6X week	\$ 16.20	\$ 326.37	\$ 80.45	\$ 403.02	\$ 16.20	\$ 359.92	\$ 66.37	\$ 442.49
1.5 yd 7X week	\$ 19.08	\$ 380.58	\$ 70.53	\$ 470.19	\$ 19.08	\$ 419.70	\$ 77.43	\$ 516.21
2 yd 1X week	\$ 3.60	\$ 72.53	\$ 13.43	\$ 89.56	\$ 3.60	\$ 79.99	\$ 14.75	\$ 98.34
2 yd 2X week	\$ 7.20	\$ 145.05	\$ 28.87	\$ 179.12	\$ 7.20	\$ 169.96	\$ 29.50	\$ 196.66
2 yd 3X week	\$ 10.80	\$ 217.59	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
2 yd 4X week	\$ 14.40	\$ 290.10	\$ 53.74	\$ 368.24	\$ 14.40	\$ 319.92	\$ 59.00	\$ 393.32
2 yd 5X week	\$ 18.00	\$ 362.63	\$ 67.17	\$ 447.80	\$ 18.00	\$ 399.91	\$ 73.75	\$ 491.66
2 yd 6X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
2 yd 7X week	\$ 25.20	\$ 507.68	\$ 94.04	\$ 626.92	\$ 25.20	\$ 559.87	\$ 103.25	\$ 689.32
3 yd 1X week	\$ 5.40	\$ 108.79	\$ 20.16	\$ 134.34	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
3 yd 2X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
3 yd 3X week	\$ 16.20	\$ 326.37	\$ 60.45	\$ 403.02	\$ 16.20	\$ 359.92	\$ 66.37	\$ 442.49
3 yd 4X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
3 yd 5X week	\$ 27.00	\$ 543.94	\$ 100.76	\$ 671.70	\$ 27.00	\$ 599.88	\$ 110.62	\$ 737.48
3 yd 6X week	\$ 32.40	\$ 652.73	\$ 120.91	\$ 808.04	\$ 32.40	\$ 719.83	\$ 132.75	\$ 884.98
3 yd 7X week	\$ 37.80	\$ 761.52	\$ 141.06	\$ 940.38	\$ 37.80	\$ 839.80	\$ 154.87	\$ 1,032.47
4 yd 1X week	\$ 7.20	\$ 145.05	\$ 28.87	\$ 179.12	\$ 7.20	\$ 169.96	\$ 29.50	\$ 196.66
4 yd 2X week	\$ 14.40	\$ 290.10	\$ 53.74	\$ 368.24	\$ 14.40	\$ 319.92	\$ 59.00	\$ 393.32
4 yd 3X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
4 yd 4X week	\$ 28.80	\$ 580.21	\$ 107.47	\$ 716.48	\$ 28.80	\$ 639.66	\$ 118.00	\$ 788.66
4 yd 5X week	\$ 36.00	\$ 725.26	\$ 134.34	\$ 895.60	\$ 36.00	\$ 799.82	\$ 147.50	\$ 983.32
4 yd 6X week	\$ 43.20	\$ 870.31	\$ 161.21	\$ 1,074.72	\$ 43.20	\$ 959.78	\$ 177.00	\$ 1,179.98
4 yd 7X week	\$ 50.40	\$ 1,015.36	\$ 188.08	\$ 1,253.84	\$ 50.40	\$ 1,119.74	\$ 206.50	\$ 1,376.64
5 yd 1X week	\$ 9.00	\$ 181.31	\$ 33.59	\$ 223.90	\$ 9.00	\$ 199.95	\$ 36.87	\$ 245.82
5 yd 2X week	\$ 18.00	\$ 362.63	\$ 67.17	\$ 447.80	\$ 18.00	\$ 399.91	\$ 73.75	\$ 491.66
5 yd 3X week	\$ 27.00	\$ 543.94	\$ 100.76	\$ 671.70	\$ 27.00	\$ 599.88	\$ 110.62	\$ 737.48
5 yd 4X week	\$ 36.00	\$ 725.26	\$ 134.34	\$ 895.60	\$ 36.00	\$ 799.82	\$ 147.50	\$ 983.32
5 yd 5X week	\$ 45.00	\$ 906.57	\$ 167.93	\$ 1,119.50	\$ 45.00	\$ 999.77	\$ 184.37	\$ 1,229.14
5 yd 6X week	\$ 54.00	\$ 1,087.89	\$ 201.51	\$ 1,343.40	\$ 54.00	\$ 1,199.73	\$ 221.25	\$ 1,474.98
5 yd 7X week	\$ 63.00	\$ 1,269.20	\$ 235.10	\$ 1,567.30	\$ 63.00	\$ 1,399.67	\$ 258.12	\$ 1,720.79
6 yd 1X week	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
6 yd 2X week	\$ 21.60	\$ 435.16	\$ 80.60	\$ 537.36	\$ 21.60	\$ 479.89	\$ 88.50	\$ 589.99
6 yd 3X week	\$ 32.40	\$ 652.73	\$ 120.91	\$ 808.04	\$ 32.40	\$ 719.83	\$ 132.75	\$ 884.98
6 yd 4X week	\$ 43.20	\$ 870.31	\$ 161.21	\$ 1,074.72	\$ 43.20	\$ 959.78	\$ 177.00	\$ 1,179.98
6 yd 5X week	\$ 54.00	\$ 1,087.89	\$ 201.51	\$ 1,343.40	\$ 54.00	\$ 1,199.73	\$ 221.25	\$ 1,474.98
6 yd 6X week	\$ 64.80	\$ 1,305.47	\$ 241.81	\$ 1,612.08	\$ 64.80	\$ 1,439.67	\$ 265.50	\$ 1,769.97
6 yd 7X week	\$ 75.60	\$ 1,523.05	\$ 282.11	\$ 1,880.76	\$ 75.60	\$ 1,679.62	\$ 309.74	\$ 2,084.96

\*\*\* RRI Adjusted

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

**CURRENT RATES**

**NEW RATES**

**COMMERCIAL COLLECTION SERVICES  
SOLID WASTE COLLECTION**

	CURRENT RATES				NEW RATES			
	Disposal	Service	Franchise Fee	Total	Disposal	Service	Franchise Fee	Total
96 gallon cart 1X week	\$ 1.80	\$ 26.28	\$ 4.98	\$ 33.04	\$ 1.80	\$ 28.98	\$ 5.43	\$ 36.21
96 gallon cart 2X week	\$ 3.60	\$ 52.57	\$ 9.91	\$ 66.08	\$ 3.60	\$ 57.97	\$ 10.87	\$ 72.44
96 gallon cart 3X week	\$ 5.40	\$ 76.85	\$ 14.87	\$ 99.12	\$ 5.40	\$ 86.96	\$ 16.30	\$ 108.66
96 gallon cart 4X week	\$ 7.20	\$ 105.14	\$ 19.82	\$ 132.16	\$ 7.20	\$ 115.95	\$ 21.73	\$ 144.88
96 gallon cart 5X week	\$ 9.00	\$ 131.42	\$ 24.78	\$ 165.20	\$ 9.00	\$ 144.93	\$ 27.16	\$ 181.09
96 gallon cart 6X week	\$ 10.80	\$ 157.70	\$ 29.74	\$ 198.24	\$ 10.80	\$ 173.91	\$ 32.60	\$ 217.31
96 gallon cart 7X week	\$ 12.60	\$ 183.99	\$ 34.69	\$ 231.28	\$ 12.60	\$ 202.90	\$ 38.03	\$ 263.63
20yd compactor 1X week	\$ 108.00	\$ 184.91	\$ 51.69	\$ 344.60	\$ 108.00	\$ 203.92	\$ 55.04	\$ 366.96
20yd compactor 2X week	\$ 216.00	\$ 369.82	\$ 103.38	\$ 689.20	\$ 216.00	\$ 407.84	\$ 110.09	\$ 733.93
20yd compactor 3X week	\$ 324.00	\$ 554.73	\$ 155.07	\$ 1,033.80	\$ 324.00	\$ 611.76	\$ 165.13	\$ 1,100.89
20yd compactor 4X week	\$ 432.00	\$ 739.64	\$ 206.76	\$ 1,378.40	\$ 432.00	\$ 815.87	\$ 220.18	\$ 1,467.85
20yd compactor 5X week	\$ 540.00	\$ 924.55	\$ 258.46	\$ 1,723.00	\$ 540.00	\$ 1,019.59	\$ 275.22	\$ 1,834.81
20yd compactor 6X week	\$ 648.00	\$ 1,109.46	\$ 310.14	\$ 2,067.60	\$ 648.00	\$ 1,223.51	\$ 330.27	\$ 2,201.78
20yd compactor 7X week	\$ 756.00	\$ 1,294.37	\$ 361.83	\$ 2,412.20	\$ 756.00	\$ 1,427.43	\$ 385.31	\$ 2,568.74
30yd compactor 1X week	\$ 162.00	\$ 184.91	\$ 61.22	\$ 408.13	\$ 162.00	\$ 203.92	\$ 64.67	\$ 430.49
30yd compactor 2X week	\$ 324.00	\$ 369.82	\$ 122.44	\$ 816.26	\$ 324.00	\$ 407.84	\$ 129.15	\$ 860.99
30yd compactor 3X week	\$ 486.00	\$ 554.73	\$ 183.66	\$ 1,224.39	\$ 486.00	\$ 611.76	\$ 193.72	\$ 1,291.48
30yd compactor 4X week	\$ 648.00	\$ 739.64	\$ 244.88	\$ 1,632.52	\$ 648.00	\$ 815.67	\$ 259.30	\$ 1,721.97
30yd compactor 5X week	\$ 810.00	\$ 924.55	\$ 306.10	\$ 2,040.65	\$ 810.00	\$ 1,019.69	\$ 322.87	\$ 2,162.46
30yd compactor 6X week	\$ 972.00	\$ 1,109.46	\$ 367.32	\$ 2,448.78	\$ 972.00	\$ 1,223.51	\$ 387.44	\$ 2,582.95
30yd compactor 7X week	\$ 1,134.00	\$ 1,294.37	\$ 428.54	\$ 2,856.91	\$ 1,134.00	\$ 1,427.43	\$ 452.02	\$ 3,013.45

**PUSH RATES**

0-25 feet 1X week	\$ 1.57	\$ 0.28	\$ 1.85	\$ 1.73	\$ 0.31	\$ 2.04
0-25 feet 2X week	\$ 3.15	\$ 0.55	\$ 3.70	\$ 3.47	\$ 0.61	\$ 4.08
0-25 feet 3X week	\$ 4.71	\$ 0.83	\$ 5.54	\$ 5.19	\$ 0.92	\$ 6.11
0-25 feet 4X week	\$ 6.28	\$ 1.11	\$ 7.39	\$ 6.93	\$ 1.22	\$ 8.15
0-25 feet 5X week	\$ 7.85	\$ 1.39	\$ 9.24	\$ 8.66	\$ 1.53	\$ 10.19
0-25 feet 6X week	\$ 9.43	\$ 1.66	\$ 11.09	\$ 10.40	\$ 1.84	\$ 12.24
0-25 feet 7X week	\$ 10.99	\$ 1.94	\$ 12.93	\$ 12.12	\$ 2.14	\$ 14.26
26-50 feet 1X week	\$ 1.77	\$ 0.31	\$ 2.08	\$ 1.95	\$ 0.34	\$ 2.29
26-50 feet 2X week	\$ 3.54	\$ 0.62	\$ 4.16	\$ 3.90	\$ 0.69	\$ 4.59
26-50 feet 3X week	\$ 5.30	\$ 0.94	\$ 6.24	\$ 5.84	\$ 1.03	\$ 6.87
26-50 feet 4X week	\$ 7.08	\$ 1.25	\$ 8.31	\$ 7.79	\$ 1.37	\$ 9.16
26-50 feet 5X week	\$ 8.83	\$ 1.56	\$ 10.39	\$ 9.74	\$ 1.72	\$ 11.46
26-50 feet 6X week	\$ 10.60	\$ 1.87	\$ 12.47	\$ 11.89	\$ 2.08	\$ 13.76
26-50 feet 7X week	\$ 12.37	\$ 2.18	\$ 14.55	\$ 13.64	\$ 2.41	\$ 16.05
51-75 feet 1X week	\$ 1.98	\$ 0.35	\$ 2.31	\$ 2.16	\$ 0.38	\$ 2.54
51-75 feet 2X week	\$ 3.93	\$ 0.69	\$ 4.62	\$ 4.33	\$ 0.76	\$ 5.09
51-75 feet 3X week	\$ 5.89	\$ 1.04	\$ 6.93	\$ 6.60	\$ 1.15	\$ 7.65
51-75 feet 4X week	\$ 7.85	\$ 1.39	\$ 9.24	\$ 8.66	\$ 1.53	\$ 10.19
51-75 feet 5X week	\$ 9.82	\$ 1.73	\$ 11.55	\$ 10.83	\$ 1.91	\$ 12.74
51-75 feet 6X week	\$ 11.78	\$ 2.08	\$ 13.86	\$ 12.99	\$ 2.29	\$ 15.28
51-75 feet 7X week	\$ 13.74	\$ 2.43	\$ 16.17	\$ 15.16	\$ 2.87	\$ 17.82
76+ feet 1X week	\$ 2.35	\$ 0.42	\$ 2.77	\$ 2.69	\$ 0.46	\$ 3.05
76+ feet 2X week	\$ 4.71	\$ 0.83	\$ 5.54	\$ 5.19	\$ 0.92	\$ 6.11
76+ feet 3X week	\$ 7.08	\$ 1.25	\$ 8.31	\$ 7.79	\$ 1.37	\$ 9.16
76+ feet 4X week	\$ 9.43	\$ 1.66	\$ 11.09	\$ 10.40	\$ 1.84	\$ 12.24
76+ feet 5X week	\$ 11.78	\$ 2.08	\$ 13.86	\$ 12.99	\$ 2.29	\$ 15.28
76+ feet 6X week	\$ 14.14	\$ 2.49	\$ 16.63	\$ 16.69	\$ 2.76	\$ 18.34
76+ feet 7X week	\$ 16.49	\$ 2.91	\$ 19.40	\$ 18.19	\$ 3.21	\$ 21.40

**ADDITIONAL SERVICES**

Cleaning in excess of 1/yr	\$ 63.75	\$ 11.25	\$ 75.00	\$ 70.30	\$ 12.41	\$ 82.71
Bin Exchange in excess of 1/yr	\$ 42.50	\$ 7.50	\$ 50.00	\$ 46.87	\$ 8.27	\$ 55.14
Cart Exchange in excess of 1/yr	\$ 12.75	\$ 2.25	\$ 15.00	\$ 14.08	\$ 2.48	\$ 16.54

\*\*\* RFI Adjusted

**CITY OF WINTERS  
PRICE INCREASE  
EFFECTIVE JULY 1, 2008**

**CURRENT RATES**

**NEW RATES**

**TEMPORARY C&D COLLECTION SERVICES**

	Disposal	Service	Franchisee Fee	Total
1 cubic yard	\$ 1.80	\$ 36.26	\$ 6.72	\$ 44.78
1.5 cubic yards	\$ 2.88	\$ 54.39	\$ 10.11	\$ 67.38
2 cubic yards	\$ 3.60	\$ 72.53	\$ 13.43	\$ 89.56
3 cubic yards	\$ 5.40	\$ 108.79	\$ 20.15	\$ 134.34
4 cubic yards	\$ 7.20	\$ 145.05	\$ 26.87	\$ 179.12
5 cubic yards	\$ 9.00	\$ 181.31	\$ 33.58	\$ 223.89
6 cubic yards	\$ 10.80	\$ 217.58	\$ 40.30	\$ 268.68
10 cubic yards	\$ 63.00	\$ 95.55	\$ 27.98	\$ 186.53
20 cubic yards	\$ 126.00	\$ 191.10	\$ 55.98	\$ 373.08
25 cubic yards	\$ 157.68	\$ 219.70	\$ 66.60	\$ 443.98
30 cubic yards	\$ 189.00	\$ 239.20	\$ 76.66	\$ 503.76
35 cubic yards	\$ 220.68	\$ 260.73	\$ 84.95	\$ 566.36
40 cubic yards	\$ 252.00	\$ 276.90	\$ 93.34	\$ 622.24

	Disposal	Service	Franchisee Fee	Total
1 cubic yard	\$ 1.80	\$ 39.99	\$ 7.37	\$ 49.16
1.5 cubic yards	\$ 2.88	\$ 59.98	\$ 11.09	\$ 73.95
2 cubic yards	\$ 3.60	\$ 79.99	\$ 14.75	\$ 98.34
3 cubic yards	\$ 5.40	\$ 119.97	\$ 22.12	\$ 147.49
4 cubic yards	\$ 7.20	\$ 159.96	\$ 29.60	\$ 196.66
5 cubic yards	\$ 9.00	\$ 199.95	\$ 38.87	\$ 245.82
6 cubic yards	\$ 10.80	\$ 239.95	\$ 44.25	\$ 295.00
10 cubic yards	\$ 63.00	\$ 105.37	\$ 29.71	\$ 198.08
20 cubic yards	\$ 126.00	\$ 210.75	\$ 59.43	\$ 396.18
25 cubic yards	\$ 157.68	\$ 242.29	\$ 70.68	\$ 470.55
30 cubic yards	\$ 189.00	\$ 263.79	\$ 79.80	\$ 532.69
35 cubic yards	\$ 220.68	\$ 287.53	\$ 89.68	\$ 597.89
40 cubic yards	\$ 252.00	\$ 305.37	\$ 98.36	\$ 655.73

\*\*\* RRI Adjusted



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** June 3, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *[Signature]*  
**FROM:** Shelly Gunby, Director of Financial Management *[Signature]*  
**SUBJECT:** Resolution 2008-20, A Resolution of the City Council of the City of Winters Increasing the Capital Improvement Facilities Fees by 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-06.

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**RECOMMENDATION:**

Approve Resolution 2008-20 A Resolution of the City Council of the City of Winters Increasing the Capital Improvement Facilities Fees by 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-06.

**BACKGROUND:**

In 1992, the City of Winters established a facility fee program (development impact fees) for all new development projected and Ordinance 92-06 established an automatic annual increase each July 1, equal to the percentage change in the Engineering News Record Construction Cost Index. The May 26, 2008 Engineering News Record Construction Cost Index increased 2.5% for the last 12 month period.

**FISCAL IMPACT:**

Revenues to the impact fee funds would be increased in a manner similar to the increase in construction costs that these funds are to be used on.

**RESOLUTION NO. 2008-20**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS**  
**INCREASEING THE CAPITAL IMPROVEMENT FACILITIES FEES 2.5%**  
**EFFECTIVE JULY 1, 2008 IN ACCORDANCE WITH ORDINANCE 92-06**

**WHEREAS**, Ordinance 92-06 established a facility fee program (development impact fees) for all new development projects, and;

**WHEREAS**, Ordinance 92-06 provides that each fee imposed by this ordinance shall be adjusted automatically on July 1 of each year, by a percentage equal to the rise in the Engineers News Record construction cost index for the preceding twelve (12) months;

**NOW, THEREFORE, BE IT RESOLVED** the City Council of the City of Winters that the adopted Capital Improvement Facilities Fees shall be increase 2.5% effective July 1, 2008 according to the construction cost index for the prior year, through May 26, 2008 as published in the Engineering News Record. Said fee for the period July 1, 2008 through June 30, 2009 is on the attached schedule.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Winters, County of Yolo, State of California, on this 3<sup>rd</sup> day of June 2008, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

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

Exhibit A  
 Resolution 2008-20 and Resolution 2008-22  
 City of Winters Development Impact Fees  
 Effective July 1, 2008

Facility	Residential Fee per Unit					Non-Residential Fee per Building Square Foot								
	Rural	Low Density	Medium Density	High Density	High Density	NC	Highway Commercial	CBD	Office	Other Commercial	Business Park	Ligh Industrial	Heavy Industrial	Public/Quasi Public
Water System	7,504	5,848	3,899	2,651	1,910	1.88	1.88	0.06	1.38	1.38	1.58	1.11	1.22	1.24
Waste Water System	9,353	7,288	6,478	4,859	3,400	3.43	3.43	1.15	2.46	2.46	2.46	1.72	2.30	2.64
General Storm Drain	100	77	52	0	26	0.03	0.03	0.01	0.02	0.02	0.03	0.02	0.02	
Streets	8,187	8,187	8,187	6,652	5,117	9.96	9.96	6.94	7.48	7.48	2.99	1.74	1.28	
Parks and Rec	4,173	4,173	4,173	3,391	2,608	-	1.03	-	-	1.03	-	-	-	
Public Safety	1,110	1,110	1,110	1,110	2,624	1.40	1.40	2.44	1.40	1.40	0.28	0.28	0.28	
Fire Protection	1,595	1,686	1,686	1,370	1,054	0.97	0.97	1.19	1.26	1.26	0.79	0.64	0.61	
General Capital	2,480	2,480	2,480	2,015	1,549	1.43	1.43	2.12	2.28	2.28	0.92	0.53	0.39	
Storm Drain-Non-Flood	715	239	215	11	57	0.10	0.10	0.06	0.13	0.13	0.20	-	-	
Monitoring Fee	1,165	1,165	1,165	1,165	1,103	0.61	0.61	0.61	0.61	0.61	0.11	0.11	0.11	



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** June 3, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager *John*  
**FROM:** Shelly Gunby, Director of Financial Management *Shelly*  
**SUBJECT:** Resolution 2008-22 A Resolution of the City Council of the City of Winters Increasing the Project Monitoring Fee by 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-10

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**RECOMMENDATION:**

Approve Resolution 2008-22 A Resolution of the City Council of the City of Winters Increasing the Project Monitoring Fee by 2.5% Effective July 1, 2008 in Accordance with Ordinance 92-10.

**BACKGROUND:**

When the City Council established the Project Monitoring Fee in 1992, Ordinance 92-10 included a provision that the fees shall be increased automatically annually according to the Engineering News Record Construction Cost Index. The increase is 2.5% based on the May 26, 2008, Engineering News Record and the fees are increased accordingly. The Project Monitoring Fee was established in 1992 to pay for the 1992 General Plan Update to partially pay for the ongoing costs of monitoring the implementation of the General Plan. These fees are currently being used to pay off the General Plan Deficit.

**FISCAL IMPACT:**

Increased revenues will pay in the Monitoring fee will provide for retirement of the General Plan Deficit quicker.

**RESOLUTION NO. 2008-22**  
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS**  
**INCREASEING THE PROJECT MONITORING FEE BY 2.5% EFFECTIVE**  
**JULY 1, 2008 IN ACCORDANCE WITH ORDINANCE 92-10**

**WHEREAS**, Ordinance 92-10 established a Project Monitoring Fee as related to the 1992 General Plan; and

**WHEREAS**, Ordinance 92-10 provided that the fee imposed by that Ordinance shall be adjusted automatically on July 1 of each year by a percentage equal to the rise in the Engineering News Record construction cost index for the proceeding year;

**NOW, THEREFORE, BE IT RESOLVED** , the City Council of the City of Winters that the adopted Project Monitoring Fee shall be increase by 2.5% effective July 1, 2008 according to the construction cost index for the prior year, through May 26, 2008 as published in the Engineering News Record. Said fee for the period July 1, 2008 through June 30, 2009 is on the attached schedule.

**PASSED AND ADOPTED** at the regular meeting of the City Council of the City of Winters, County of Yolo, State of California, on this 3rd Day of June 2008, by the following roll call vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

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

ATTEST:

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

Exhibit A  
 Resolution 2008-20 and Resolution 2008-22  
 City of Winters Development Impact Fees  
 Effective July 1, 2008

Facility	Residential Fee per Unit					Non-Residential Fee per Building Square Foot								
	Rural	Low Density	Medium Density	High Density	High Density	NC	Highway Commercial	CBD	Office	Other Commercial	Business Park	Ligh Industrial	Heavy Industrial	Public/Quasi Public
Water System	7,504	5,848	3,899	2,651	1,910	1.88	1.88	0.06	1.38	1.38	1.58	1.11	1.22	1.24
Waste Water System	9,353	7,288	6,478	4,859	3,400	3.43	3.43	1.15	2.46	2.46	2.46	1.72	2.30	2.64
General Storm Drain	100	77	52	0	26	0.03	0.03	0.01	0.02	0.02	0.03	0.02	0.02	
Streets	8,187	8,187	8,187	6,652	5,117	9.96	9.96	6.94	7.48	7.48	2.99	1.74	1.28	
Parks and Rec	4,173	4,173	4,173	3,391	2,608	-	1.03	-	-	1.03	-	-	-	
Public Safety	1,110	1,110	1,110	1,110	2,624	1.40	1.40	2.44	1.40	1.40	0.28	0.28	0.28	
Fire Protection	1,595	1,686	1,686	1,370	1,054	0.97	0.97	1.19	1.26	1.26	0.79	0.64	0.61	
General Capital	2,480	2,480	2,480	2,015	1,549	1.43	1.43	2.12	2.28	2.28	0.92	0.53	0.39	
Storm Drain-Non-Flood	715	239	215	11	57	0.10	0.10	0.06	0.13	0.13	0.20	-	-	
Monitoring Fee	1,165	1,165	1,165	1,165	1,103	0.61	0.61	0.61	0.61	0.61	0.11	0.11	0.11	



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members

**DATE :** June 3, 2008

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

**FROM :** Nanci G . Mills, Director of Administrative Services/City Clerk

**SUBJECT:** Public Hearing and Adoption of Resolution 2008-21, A Resolution of the City Council of the City of Winters, Amending And/Or Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2008/2009.

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**RECOMMENDATION:**

1. Conduct a Public Hearing approving or amending the levy of assessments for the Citywide Maintenance Assessment District
2. Adopt Resolution 2008-21, a Resolution of the City Council of the City of Winters, Amending And/Or Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2008/2009

**BACKGROUND**

As provided in the provisions of the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500 and by previous Resolution, the City Council initiated proceedings for the "City of Winters Citywide Maintenance Assessment District" for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping and lighting and all appurtenant facilities and ordering the preparation of an Engineer's Annual Levy Report regarding the District and assessment for Fiscal Year 2008/2009, pursuant to Chapter 1, Section 22565 of the Act.

The Citywide Maintenance Assessment District pays for street lighting and park and landscape maintenance. Funds reside in the Citywide Maintenance Assessment District fund. The Assessment District budget for Fiscal Year 2008/2009 is \$296,135. The Engineer (MuniFinancial) selected by the City Council has prepared and filed with the City Clerk said Report in conjunction with the District and the levy of assessments

for Fiscal Year 2008/2009 (beginning July 1, 2008 and ending on June 30, 2009) in accordance with Chapter 3, Section 22623 of the Act.

**ALTERNATIVE:** None

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

**RESOLUTION NO. 2008-21**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, AMENDING AND/OR APPROVING THE ANNUAL LEVY REPORT, AND ORDERING THE LEVY AND COLLECTION OF ASSESSMENTS WITHIN THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2008/2009.**

The City Council of the City of Winters, California (hereafter referred to as the "City Council") does resolve as follows:

**WHEREAS**, The City Council has, by previous Resolutions, ordered the preparation of the Engineer's Annual Levy Report (hereafter referred to as the "Report") for said district known and designated as: City of Winters City-Wide Maintenance Assessment District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act"); and,

**WHEREAS**, there has been presented to this City Council the "Engineer's Annual Levy Report" as required by *Chapter 3, Section 22623* of said Act, and as previously directed by Resolution; and,

**WHEREAS**, this City Council has carefully examined and reviewed the Report as presented, and is satisfied with each and all of the items and documents as set forth therein, and is satisfied that the levy has been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed, as set forth in said Report; and,

**WHEREAS**, this City and its legal counsel have reviewed Proposition 218 and found that these assessments comply with applicable provisions of Section XIID of the California State Constitution; and,

**WHEREAS**, upon reasonable written notice by Yolo County of any claim or challenge, the City of Winters agrees to defend with counsel of its choice, indemnify and hold harmless Yolo County, its Board of Supervisors, officers, officials, agents and employees (collectively "the County"), against the payment of any liabilities, losses, costs and expenses, including attorney fees and court costs, not due to the County's own active negligence or willful misconduct, which the County may incur in the exercise and performance of its powers and duties in placing these assessments onto the County roll and tax bills for the City of Winters;

**NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF WINTERS, AS FOLLOWS:**

**Section 1** Following notice duly given, the City Council has held a full and fair public hearing regarding the District, the levy and collection of assessments, the Report prepared in connection therewith, and considered all oral and written statements, protests and communications made or filed by interested persons regarding these matters.

**Section 2** Based upon its review (and amendments, as applicable) of the Report, a copy of which has been presented to the City Council, is hereby approved (as amended), and is ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection, the City Council hereby finds and determines that:

- i) the land within the District will receive special benefit by the operation, maintenance and servicing of improvements, located within the boundaries of the District; and,
- ii) the District includes all of the lands so benefited; and,
- iii) the net amount to be assessed upon the lands within the District in accordance with the fee for the Fiscal Year commencing July 1, 2008, and ending June 30, 2009, is apportioned by a formula and method which fairly distributes the net amount among all eligible parcels in proportion to the estimated special benefits to be received by each parcel from the improvements and services.

**Section 3** The maintenance, operation and servicing of the improvements and appurtenant facilities shall be performed pursuant to the Act. The City Council hereby orders the proposed improvements to be made, which improvements are briefly described as follows: the installation, maintenance and operation of and the furnishing of services and materials for public parks, public open space, riparian vegetation, public greenbelts, street landscape strips, landscaping adjacent to public buildings, bank stabilization, furnishing of utilities and lighting and all necessary appurtenances.

**Section 4** The County Auditor of the County of Yolo shall enter on the County Assessment Roll opposite each eligible parcel of land the amount of levy so apportioned by the formula and method outlined in the Report, and such levies shall be collected at the same time and in the same manner as the County taxes are collected, pursuant to *Chapter 4, Article 2, Section 22646* of the Act. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

**Section 5** The City Treasurer shall deposit all money representing assessments collected by the County for the District to the credit of a fund for the City of Winters City-Wide Maintenance Assessment District and such money shall be expended only for the maintenance, operation and servicing of the improvements as described in Section 3.

**Section 6** The adoption of this Resolution constitutes the District levy for the Fiscal Year commencing July 1, 2008, and ending June 30, 2009.

**RESOLUTION NO. 2008-21**

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS \_\_\_\_\_ day of \_\_\_\_\_, 2008.**

\_\_\_\_\_  
Woody Fridae, Mayor  
City of Winters

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

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. \_\_\_\_\_ was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

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

**CITY OF WINTERS  
ENGINEER'S ANNUAL LEVY REPORT  
CITY-WIDE  
MAINTENANCE ASSESSMENT DISTRICT**

**Fiscal Year 2008/2009**



**INTENT MEETING: May 6, 2008  
PUBLIC HEARING: June 3, 2008**



<b>Corporate Office:</b>	<b>Office Locations:</b>	
27368 Wood Industrial Suite 4100 Tremont, CA 92380 Tel: (951) 687-3300 Tel: (800) 743-MUNI (6864) Fax: (951) 687-3310	Lancaster, CA Oakland, CA Sacramento, CA	Phoenix, AZ Orlando, FL Seattle, WA Memphis, TN
<a href="http://www.munifin.com">www.munifin.com</a>		

**ENGINEER'S REPORT AFFIDAVIT**  
*City of Winters Maintenance District formed pursuant to the  
Landscaping and Lighting Act of 1972*

City of Winters  
Yolo County, State of California

This Report contains the complete Engineer's Annual Levy Report for the City of Winters Maintenance District including the boundaries, improvements, budgets and assessments to be levied for Fiscal Year 2008/2009, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Yolo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

MuniFinancial  
Assessment Engineer

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

Richard Kopecky  
R. C. E. # 16742

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## I. OVERVIEW

### A. Introduction

The City of Winters ("City") annually levies and collects special assessments in order to maintain the improvements within the City of Winters City-Wide Maintenance Assessment District ("District"). The District was formed in 1993 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* ("1972 Act"). The boundary of the District is coterminous with the City limits.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2007/2008. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Yolo Assessor's Office. The County of Yolo Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to *Chapter 3, beginning with Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2007/2008.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method

of apportionment and assessment rate contained in this Report as approved by the City Council.

## **B. Applicable Legislation**

The District has been formed and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, beginning with Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

### **Compliance with the California Constitution**

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIII D ("Article XIII D")*, which was added to the California Constitution with the passage of statewide Proposition 218 in 1996.

In compliance with the substantive and procedural requirements of *Article XIII D*, the City initiated and conducted a property owner Validation Vote. At the conclusion of the Public Hearing on June 3, 1997, all property owner ballots returned were opened and tabulated and confirmed in resolution 97-24. The maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel was approved by the majority of property owners in the District. Any assessment rate levied that is less than the maximum assessment rate is considered an exempt assessment pursuant to *Article XIII D Section 5(b)*. The proposed assessment for any fiscal year may be increased over the previous fiscal year provided the assessment rate does not exceed the maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel. Any proposed new or increased assessment that exceeds the current maximum assessment shall comply with all provisions of *Article XIII D Section 4* including a property owner protest proceeding (property owner assessment balloting).

### **Provisions of the 1972 Act (Improvements and Services)**

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or

## II. DESCRIPTION OF THE DISTRICT & IMPROVEMENTS

The location, boundaries and specific improvements provided within the District are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the District Budget.

### A. The District

The boundary of the District is coterminous with the City limits. The City is located in the southwestern corner of Yolo County. The southern boundary of the City is Putah Creek. The City is bordered to the west by Dry Creek and a view of the Vaca Mountain Range. The eastern limit is Highway 505 while the northern boundary runs to vast tracts of farmland. The City is approximately 10 miles west of the City of Davis and 10 miles north of the City of Vacaville. Winters' urban limit line contains approximately 1,980 acres. Of which, 1,277 are currently within the incorporated limits.

The principle highways near the City are Interstate 505 and State Highway 128. I-505 forms the eastern boundary of the City limits and connects to Interstate 80 ten miles to the south and Interstate 5 twenty-three miles to the north. State Highway 128 passes directly through the City and is a major access route from Sacramento and Davis to Lake Barryessa and the Napa Valley.

### B. The Improvements

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments may fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District are spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

The following is a brief description of the improvements to be maintained and operated:

1. City Park, Rotary Park, Valley Oak Park, Blue Oak Park (formerly Putah Creek Hamlet Park), Winters Highlands Park (upon dedication and construction), and the grounds of City Hall and the Community Center: includes maintenance of sidewalks, curb and gutter, walkways, trees, shrubs, groundcover, grass, irrigation system, park lighting, play equipment and structures, ball fields, fencing, restrooms, drinking fountains, benches, tables, drainage facilities, slopes, signs, parking lot and street frontage improvements, and other related improvements and facilities.

2. **Street Lighting:** street, park and trail lighting within the entire District.
3. **Median Island Landscaping:** public landscaping and irrigation improvements in the median islands within the District.
4. **Curbside Landscaping:** public landscaping and fencing, behind the curb on collector and arterial streets, where the street is not fronted by a residence or business.

### III. METHOD OF APPORTIONMENT

#### A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

*"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."*

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *Article XIID Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

#### B. Benefit Analysis

Each of the improvements and the associated costs have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements.

**Special Benefits** — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Enhanced desirability of properties through association with the improvements.
- Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

- Environmental enhancement through improved erosion resistance, and dust and debris control.
- Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Enhanced environmental quality of the parcels within the District by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Enhanced deterrence of crime and the aid to police protection.
- Increased nighttime safety on roads and highways.
- Improved ability of pedestrians and motorists to see.
- Improved ingress and egress to property.
- Reduced vandalism and other criminal acts and damage to improvements or property.
- Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Increased promotion of business during nighttime hours in the case of commercial properties.

The assessments have been apportioned proportionate to the benefit received. Although the District contains a mixture of residential and non-residential uses, it is the belief of the City that residential properties benefit from all of the maintained improvements and commercial and other non-residential properties receive only benefits from street lighting. The improvements maintained serve to increase the quality of life in the community and therefore all residents benefit, without regard to lot size, occupancy, etc. The assessments are therefore apportioned equally to all residential dwelling units within the City. Commercial and other non-residential properties have been assessed an equivalent share of the cost of energy and maintenance of the street lighting system.

Properties owned by other agencies and City-owned lands were reviewed to establish benefit. The Winters Unified School District receives a proportional benefit and has entered into a Joint Use Facilities Agreement with the City, which offsets the benefits received by the School District through the equitable use of School facilities. Therefore the School District properties have been assigned a zero assessment.

In prior years there was an added assessment for bank stabilization for those parcels that receive direct benefit from the repair of said creek banks. Unused money for bank stabilization is held in reserve and there are no new or additional assessments for bank stabilization.

There has been a provision made by the City Council to allow for reimbursement of the assessment. This reimbursement is to be made to all property owners who can prove that they have paid the assessment and can show a household income that falls below the City Council approved minimums. It is estimated that approximately 5% of the assessed residential property owners would qualify for this reimbursement. Consequently, some refunds will be made that will result in a net reduction of revenues.

### **C. Assessment Methodology**

**Equivalent Benefit Units:** To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Benefit Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is typically converted to EBU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

For the purposes of relating a single-family unit to other residential properties within the District, all residential units were considered as equivalent, i.e. single-family residences are equivalent to apartment units and other multi-family dwelling units. Commercial and other non-residential properties have been assessed per parcel.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EBU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EBU. This Assessment Rate multiplied by each parcel's individual EBU determines each parcel's levy amount.

#### **Street Lighting & Administration**

$$\text{Street Lighting \& Administration Costs} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel's EBU} = \text{Parcel's Levy Amount-Lighting \& Administration}$$

## IV. DISTRICT BUDGET

### A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budget, Section IV B.

#### DIRECT COSTS:

**Park Maintenance** — Includes general operation, maintenance, water, electrical costs, repairs, removals and replacements, spraying, trimming and treatments, debris and other related expenses.

**Street Lighting** — Includes all costs for removal, replace and/or repair of street/trail lights and appurtenant facilities, power and related costs, pole painting and other related expenses.

**Median Island Landscape Maintenance** — Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, median curb repairs, trimming, spraying, treatments and other related expenses.

**Curbside Landscape Maintenance**— Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, sidewalk replacement, trimming, spraying, treatments and other related expenses.

#### ADMINISTRATION COSTS:

**District Administration** — The cost to all particular departments and staff of the City for providing the coordination of District maintenance, operations and services of the District, response to public concerns and education, and procedures associated with the levy and collection of assessments. Also, the costs of contracting with professionals to provide any additional administrative, legal, or engineering services specific to the District.

**County Administration Fee** — The costs to the District for the County to collect assessments on the property tax bills.

#### LEVY BREAKDOWN:

**Reserve Collection/(Transfer)** — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10<sup>th</sup> or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or

February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

**Capital Improvement Fund Collection/(Transfer)** — The 1972 Act pursuant to *Chapter 5, beginning with Section 22660*, provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

Although the Budget shown in this Report contains CIF line items, a Capital Improvement Plan has not been established for this District.

**Contribution Replenishment** — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/(Transfer) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional monies being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures, and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount still outstanding.

A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advanced funds to the District as a temporary loan to meet the proposed expenditures. Generally, all available Reserve Funds must be exhausted before a temporary loan is advanced to the District and any funds temporarily loaned in excess of the available Reserve Funds will be reflected as a negative Ending Reserve Fund Balance. This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

**Other Revenue Source/General Fund Contribution** — This item includes additional funds designated for the District that are not annual assessments. These funds are added to the District account to reduce assessments, and may be from non-District or District sources including City General Fund Contributions and/or interest earnings. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

**Balance to Levy** — This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total Direct and Administration Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Source, and the Contribution Replenishment. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

**B. District Budget**

**Fiscal Year 2008/2009 District Budget**

<b>City of Winters</b>	
City-Wide Maintenance Assessment District	
<b>2008/09 Budget</b>	
<b>Levy Components</b>	<b>Total Budget</b>
<b>DIRECT COSTS</b>	
Park Maintenance	\$219,335.00
Street Lighting	75,000.00
Riparian Area Maintenance	0.00
Median Island Landscape Maintenance	800.00
Curbside Landscape Maintenance	1,000.00
Bank Stabilization	0.00
<b>TOTAL DIRECT</b>	<b>\$296,135.00</b>
<b>ADMINISTRATION COSTS</b>	
District Administration	\$20,700.00
County Administration Fee	2,000.00
<b>TOTAL ADMIN</b>	<b>\$22,700.00</b>
<b>COLLECTIONS/(CREDITS) APPLIED TO LEVY</b>	
<b>TOTAL DIRECT AND ADMIN COSTS</b>	<b>\$318,835.00</b>
Reserve Collection	0.00
Capital Improvement Fund Collection/(Transfer)	0.00
Contribution Replenishment	0.00
General Fund (Contributions)	0.00
<b>TOTAL ADJUSTMENTS</b>	<b>(\$129,722.50)</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$189,112.50</b>
<b>Total Revenue at Maximum Rate</b>	<b>\$189,112.50</b>
<b>Variance above/(below) Maximum Revenue</b>	<b>\$0.00</b>
<b>Levy at Applied Rate</b>	<b>\$189,112.50</b>
<b>Applied Charge</b>	<b>189,112.50</b>
	<b>0.00</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	2,093
Total Residential Parcels Levied	1,895
Total Non-Residential Parcels Levied	136
Total Parcels Levied	2,030
Total Equivalent Residential Benefit Units	2,249
Total Equivalent Non-Residential Benefit Units	136
<b>Applied Residential Levy per Benefit Unit</b>	<b>\$82.50</b>
<b>Applied Non-Residential Levy per Benefit Unit</b>	<b>\$26.25</b>
Maximum Levy per Residential Benefit Unit (Current Year)	\$82.50
Maximum Levy per Non-Residential Benefit Unit (Current Year)	\$26.25
<b>FUND BALANCE INFORMATION</b>	
Beginning Reserve Fund Balance	\$0.00
Reserve Fund Adjustments	0.00
Anticipated Reserve Balance	<b>\$0.00</b>

## **APPENDIX A - DISTRICT BOUNDARY MAPS**

The boundary map for the District has been previously approved and submitted to the City in the format required by the 1972 Act. The map is on file in the Office of the City Clerk and by reference made part of this Report.

The boundary for the District is contiguous with the boundary of the City and defined as the corresponding parcels identified on the Yolo County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Yolo County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

## **APPENDIX B — 2008/2009 ASSESSMENT ROLL**

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Yolo County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that can not be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.

**City of Winters  
City-Wide Maintenance Assessment District  
Fiscal Year 2008/09 Applied Roll**



APN		Situs Address	Charge
003-120-03-1	511	MAIN ST	26.25
003-120-04-1		GRANT AVE	82.50
003-130-03-1	600-602	4TH ST	165.00
003-130-09-1	410	GRANT AVE	247.50
003-130-10-1	415	BAKER ST	165.00
003-130-12-1	407	EDWARDS ST	82.50
003-130-13-1	408	GRANT AVE	82.50
003-130-14-1	406	GRANT AVE	82.50
003-130-15-1	404	GRANT AVE	82.50
003-130-16-1	402	GRANT AVE	82.50
003-130-17-1	616	4TH ST	82.50
003-130-18-1	614	4TH ST	82.50
003-130-19-1	403	BAKER ST	82.50
003-130-20-1	405	BAKER ST	82.50
003-130-21-1	407	BAKER ST	82.50
003-130-22-1	409	BAKER ST	82.50
003-130-23-1	411	BAKER ST	82.50
003-130-24-1	413	BAKER ST	82.50
003-130-25-1	414	BAKER ST	82.50
003-130-26-1	412	BAKER ST	82.50
003-130-27-1	410	BAKER ST	82.50
003-130-28-1	408	BAKER ST	82.50
003-130-29-1	409	EDWARDS ST	82.50
003-130-30-1	411	EDWARDS ST	82.50
003-130-31-1	413	EDWARDS ST	82.50
003-130-32-1	415	EDWARDS ST	82.50
003-130-33-1	508	4TH ST	82.50
003-130-34-1	403	EDWARDS ST	82.50
003-130-35-1	518	4TH ST	82.50
003-130-36-1	406	BAKER ST	82.50
003-141-02-1	316	GRANT AVE	165.00
003-141-03-1	314	GRANT AVE	82.50
003-141-04-1	310	GRANT AVE	82.50
003-141-06-1	302	GRANT AVE	82.50
003-141-07-1	301	BAKER ST/604 3RD ST	165.00
003-141-08-1	303	BAKER ST A & B	165.00
003-141-09-1	307	BAKER ST	165.00
003-141-10-1	309	BAKER ST	82.50
003-141-12-1	304	GRANT AVE	82.50
003-141-13-1	308	GRANT AVE	82.50
003-141-14-1	611	4TH ST	82.50
003-141-15-1	607	4TH ST	82.50
003-141-16-1	311	BAKER ST	82.50
003-141-17-1	313	BAKER ST	82.50
003-142-02-1	318	BAKER ST	82.50
003-142-03-1	310	BAKER ST	82.50
003-142-05-1	304	BAKER ST	82.50
003-142-06-1	510	3RD ST	82.50
003-142-08-1	305	EDWARDS ST	82.50
003-142-09-1	307	EDWARDS ST	82.50
003-142-10-1	309	EDWARDS ST	82.50
003-142-11-1	311	EDWARDS ST	82.50
003-142-13-1	303	EDWARDS ST	165.00
003-142-14-1	502	3RD ST	165.00

APN		Situs Address	Charge
003-142-15-1	308	BAKER ST	82.50
003-142-16-1	306	BAKER ST	82.50
003-142-17-1	315	EDWARDS ST	26.25
003-143-01-1	315	ABBAY ST	82.50
003-143-02-1	415	4TH ST/312 EDWARDS	247.50
003-143-03-1	310	EDWARDS ST	82.50
003-143-04-1	308	EDWARDS ST	82.50
003-143-05-1	306	EDWARDS ST	82.50
003-143-06-1	304	EDWARDS ST	82.50
003-143-08-1	408	3RD ST	82.50
003-143-09-1	400	3RD ST	82.50
003-143-11-1	309	ABBAY ST	82.50
003-143-12-1	311	ABBAY ST	82.50
003-143-13-1	313	ABBAY ST	82.50
003-143-14-1	418	3RD ST	82.50
003-143-15-1	410	3RD ST	82.50
003-143-16-1	307	ABBAY ST	82.50
003-143-17-1	305	ABBAY ST	82.50
003-144-01-1	215	BAKER ST	82.50
003-144-03-1	210	GRANT AVE	82.50
003-144-04-1	208	GRANT AVE	990.00
003-144-05-1	610	2ND ST	82.50
003-144-07-1	203	BAKER ST	82.50
003-144-08-1	205	BAKER ST	82.50
003-144-11-1	212	GRANT AVE	82.50
003-144-12-1	214	GRANT AVE	82.50
003-144-13-1	209	BAKER ST	82.50
003-144-15-1	600	2ND ST	165.00
003-146-01-1	215	ABBAY ST	82.50
003-146-02-1	218	EDWARDS ST	82.50
003-146-03-1	218	EDWARDS ST	82.50
003-146-04-1	214	EDWARDS ST	82.50
003-146-05-1	212	EDWARDS ST	82.50
003-146-07-1	204	EDWARDS ST A & B	165.00
003-146-11-1	207	ABBAY ST	82.50
003-146-12-1	209	ABBAY ST	82.50
003-146-13-1	211	ABBAY ST	82.50
003-146-14-1	210	EDWARDS ST	165.00
003-146-15-1	206	EDWARDS ST	82.50
003-146-17-1	205	ABBAY ST	82.50
003-146-18-1	416-18	2ND ST	165.00
003-146-19-1	201	ABBAY ST	82.50
003-146-20-1	203	ABBAY ST	82.50
003-151-01-1	617	1ST ST	82.50
003-151-02-1	14	GRANT AVE	82.50
003-151-03-1	12	GRANT AVE	82.50
003-151-04-1	8	GRANT AVE	26.25
003-151-08-1	611	1ST ST	82.50
003-151-13-1	601	1ST ST	82.50
003-151-14-1	605	1ST ST	82.50
003-151-21-1	11	BAKER ST	990.00
003-151-26-1	2	GRANT AVE	26.25
003-151-28-1	600-604	RAILROAD AVE	26.25
003-151-29-1	606	RAILROAD AVE	26.25
003-152-01-1		GRANT AVE	82.50
003-152-02-1	108	GRANT AVE	825.00
003-152-03-1	104	GRANT AVE	82.50
003-152-04-1	618	1ST ST	82.50
003-152-05-1	612	1ST ST	82.50
003-152-06-1	600	1ST ST	82.50
003-152-07-1	105	BAKER ST	82.50

APN		Situs Address	Charge
003-152-08-1	109	BAKER ST	82.50
003-152-09-1	111	BAKER ST	82.50
003-152-10-1	113	BAKER ST	82.50
003-152-11-1	115	BAKER ST	82.50
003-152-12-1	117	BAKER ST	165.00
003-152-13-1	607	2ND ST	82.50
003-152-14-1	611	2ND ST	82.50
003-153-01-1	18	BAKER ST	82.50
003-153-04-1	10	BAKER ST	26.25
003-153-05-1	8	BAKER ST	82.50
003-153-06-1	510	RAILROAD AVE	26.25
003-153-07-1	504	RAILROAD AVE	26.25
003-153-08-1	3-5	EDWARDS ST	26.25
003-153-09-1	7	EDWARDS ST	26.25
003-153-10-1	9	EDWARDS ST	82.50
003-153-11-1	15	EDWARDS ST	82.50
003-153-15-1	511	1ST ST	82.50
003-153-17-1	12	BAKER ST	82.50
003-153-18-1	14	BAKER ST	82.50
003-154-01-1	517	2ND ST	82.50
003-154-02-1	114	BAKER ST	82.50
003-154-03-1	110	BAKER ST	82.50
003-154-08-1	105	EDWARDS ST	82.50
003-154-09-1	107	EDWARDS ST	82.50
003-154-10-1	111	EDWARDS ST	82.50
003-154-13-1	115	EDWARDS ST	82.50
003-154-15-1	515	2ND ST	82.50
003-154-16-1	500	1ST ST	82.50
003-154-17-1	512	1ST ST	26.25
003-155-02-1	12	EDWARDS ST	82.50
003-155-04-1	418	RAILROAD AVE	26.25
003-155-05-1	400	RAILROAD AVE	26.25
003-155-06-1	5	ABBAY ST	26.25
003-155-07-1	11	ABBAY ST	82.50
003-155-08-1	15	ABBAY ST	82.50
003-155-09-1	17	ABBAY ST	26.25
003-155-11-1	415	1ST ST	82.50
003-155-13-1	409	1ST ST	82.50
003-155-14-1	8	EDWARDS ST	82.50
003-155-15-1	4	EDWARDS ST	26.25
003-156-03-1	106	EDWARDS ST	82.50
003-156-04-1	104	EDWARDS ST	82.50
003-156-05-1	418	1ST ST	82.50
003-156-07-1	105	ABBAY ST	82.50
003-156-09-1	119	ABBAY ST	82.50
003-156-10-1	121	ABBAY ST	82.50
003-156-11-1	123	ABBAY ST	82.50
003-156-13-1	417	2ND ST	82.50
003-156-14-1	415	2ND ST	82.50
003-156-15-1	108	EDWARDS ST	165.00
003-156-16-1	110	EDWARDS ST	82.50
003-156-17-1	111	ABBAY ST	82.50
003-156-18-1	115	ABBAY ST	165.00
003-156-19-1	412	1ST ST	82.50
003-156-20-1	408	1ST ST	82.50
003-156-21-1	101	ABBAY ST	82.50
003-160-03-1	11	E BAKER ST	26.25
003-160-04-1	10	E GRANT AVE	82.50
003-160-05-1	12	E GRANT AVE	82.50
003-160-10-1	13	E EDWARDS ST	26.25
003-160-12-1	24	E BAKER ST	82.50

APN		Situs Address	Charge
003-160-13-1	26	E BAKER ST	82.50
003-160-14-1	516	EAST ST	82.50
003-160-16-1	26	E EDWARDS ST	82.50
003-160-20-1	22	E EDWARDS ST	82.50
003-160-21-1	20	E EDWARDS ST	82.50
003-160-22-1	11	E ABBEY ST	26.25
003-160-23-1	10	E EDWARDS ST	26.25
003-160-25-1	8	E EDWARDS ST	26.25
003-160-28-1	512-514	EAST ST	165.00
003-160-29-1	27	E EDWARDS ST	82.50
003-160-32-1	15	E BAKER ST	82.50
003-160-33-1	13	E BAKER ST	26.25
003-160-35-1	25	E BAKER ST	330.00
003-160-36-1	19	E ABBEY ST	82.50
003-160-37-1	21	E ABBEY ST	82.50
003-160-41-1	18	E BAKER ST	82.50
003-160-42-1	21	E EDWARDS ST	82.50
003-160-43-1	20	E BAKER ST	82.50
003-160-44-1	23	E EDWARDS ST	82.50
003-160-47-1	7	E EDWARDS ST	26.25
003-160-48-1	11	E EDWARDS ST	26.25
003-160-53-1	7	E BAKER ST	26.25
003-160-54-1		E BAKER ST	26.25
003-160-55-1		E BAKER ST	26.25
003-160-58-1	29	E ABBEY ST	82.50
003-160-60-1	23	E ABBEY ST	82.50
003-160-61-1	28	E EDWARDS ST	82.50
003-160-62-1	613	RAILROAD AVE	26.25
003-160-63-1	517	RAILROAD AVE	26.25
003-160-64-1			26.25
003-171-01-1	437	ABBEEY ST	165.00
003-171-02-1	438	EDWARDS ST	82.50
003-171-03-1	436	EDWARDS ST	165.00
003-171-04-1	434	EDWARDS ST	82.50
003-171-05-1	432	EDWARDS ST	82.50
003-171-08-1	430	EDWARDS ST	82.50
003-171-09-1	418	HAVEN ST	26.25
003-171-10-1	419	HAVEN ST	165.00
003-171-11-1	421	ABBEEY ST	82.50
003-171-12-1	423	ABBEEY ST	82.50
003-171-14-1	431	ABBEEY ST	82.50
003-171-15-1	433	ABBEEY ST	330.00
003-171-16-1	435	ABBEEY ST	82.50
003-171-17-1	425	ABBEEY ST	82.50
003-171-18-1	427	ABBEEY ST	82.50
003-171-19-1	422	EDWARDS ST	82.50
003-171-20-1	424	EDWARDS ST	82.50
003-171-21-1	428	EDWARDS ST	82.50
003-171-22-1	426	EDWARDS ST	82.50
003-172-01-1	439	MAIN ST	82.50
003-172-05-1	430	ABBEEY ST	82.50
003-172-06-1	428	ABBEEY ST	82.50
003-172-07-1	424	ABBEEY ST	82.50
003-172-08-1	422	ABBEEY ST	165.00
003-172-09-1	318	HAVEN ST	82.50
003-172-12-1	423	MAIN ST	82.50
003-172-13-1	427	MAIN ST	82.50
003-172-14-1	431	MAIN ST	82.50
003-172-15-1	433	MAIN ST	82.50
003-172-16-1	435	MAIN ST	82.50
003-172-17-1	437	MAIN ST	82.50

APN		Situs Address	Charge
003-172-18-1	421	MAIN ST	82.50
003-172-19-1	432	ABBEY ST	82.50
003-172-22-1	434	ABBEY ST	82.50
003-172-23-1		ABBEY ST	82.50
003-173-03-1	400	EDWARDS ST	82.50
003-173-10-1	415	ABBEY ST	82.50
003-173-11-1	411	ABBEY ST	82.50
003-173-12-1	407	ABBEY ST	82.50
003-173-13-1	409	ABBEY ST	82.50
003-173-14-1	413	ABBEY ST	82.50
003-173-15-1	401	ABBEY ST	82.50
003-173-18-1	405	W ABBEY ST	82.50
003-173-19-1	410	EDWARDS ST	82.50
003-173-20-1	414	EDWARDS ST	82.50
003-173-21-1	412	EDWARDS ST	82.50
003-173-22-1	406	EDWARDS ST	82.50
003-173-23-1	403	ABBEY ST	82.50
003-173-24-1	404	EDWARDS ST	82.50
003-173-25-1	417	HAVEN ST	82.50
003-173-26-1	416	EDWARDS ST	82.50
003-175-02-1	410	MAIN ST	82.50
003-175-05-1	200	4TH ST	82.50
003-175-06-1	403	RUSSELL ST	82.50
003-175-07-1	405-407	RUSSELL ST	247.50
003-175-08-1	409-411	RUSSELL ST	247.50
003-175-09-1	406	MAIN ST	82.50
003-175-10-1	408	MAIN ST	82.50
003-175-12-1	412	MAIN ST	165.00
003-175-13-1	413 1/2	RUSSELL ST	82.50
003-175-14-1	413	RUSSELL ST	82.50
003-182-61-1	205	EMERY ST	82.50
003-182-62-1	436	MAIN ST	82.50
003-182-63-1	436	MAIN ST	82.50
003-182-64-1	434	MAIN ST	82.50
003-182-65-1	424	MAIN ST	82.50
003-182-66-1	422	MAIN ST	82.50
003-182-67-1	418	MAIN ST	82.50
003-182-68-1	416	MAIN ST	82.50
003-182-69-1	414	MAIN ST	82.50
003-182-71-1	437	RUSSELL ST	82.50
003-182-72-1	435	RUSSELL ST	82.50
003-182-73-1	433	RUSSELL ST	82.50
003-182-74-1	431	RUSSELL ST	82.50
003-182-76-1	425	RUSSELL ST	82.50
003-182-77-1	423	RUSSELL ST	82.50
003-182-78-1	421	RUSSELL ST	82.50
003-182-79-1	419	RUSSELL ST	82.50
003-182-80-1	417	RUSSELL ST	82.50
003-182-81-1	415	RUSSELL ST	82.50
003-182-82-1	430	MAIN ST	82.50
003-182-83-1	430	MAIN ST	82.50
003-182-84-1	428	MAIN ST	82.50
003-182-85-1	426	MAIN ST	82.50
003-182-86-1	427	RUSSELL ST	82.50
003-182-90-1	429	RUSSELL ST	82.50
003-182-91-1	203	EMERY ST	82.50
003-182-92-1	439	RUSSELL ST	82.50
003-183-16-1	442	RUSSELL ST	82.50
003-183-17-1	444	RUSSELL ST	82.50
003-183-20-1	446	RUSSELL ST	82.50
003-183-22-1	434	RUSSELL ST	82.50

APN		Situs Address	Charge
003-183-23-1	432	RUSSELL ST	82.50
003-183-24-1	430	RUSSELL ST	82.50
003-183-25-1	428	RUSSELL ST	82.50
003-183-26-1	426	RUSSELL ST	82.50
003-183-27-1	424	RUSSELL ST	82.50
003-183-29-1	440	RUSSELL ST	165.00
003-183-32-1	422	RUSSELL ST	247.50
003-183-34-1	420	RUSSELL ST	82.50
003-183-35-1	436	RUSSELL ST	82.50
003-183-36-1	438	RUSSELL ST	82.50
003-183-37-1	208	EMERY ST	82.50
003-183-38-1	204	EMERY ST	82.50
003-183-39-1	202 1/2	EMERY ST	165.00
003-183-40-1	445	RUSSELL ST	82.50
003-183-42-1	416	RUSSELL ST	82.50
003-183-43-1	418	RUSSELL ST	82.50
003-183-44-1	456	RUSSELL ST	82.50
003-183-45-1	454	RUSSELL BLVD	82.50
003-183-47-1	450	RUSSELL ST	82.50
003-183-48-1	447	RUSSELL ST	82.50
003-183-49-1		RUSSELL ST	82.50
003-183-50-1	455	RUSSELL ST	82.50
003-191-01-1	311	MAIN ST	82.50
003-191-05-1	302	ABBEY ST	26.25
003-191-06-1	301	MAIN ST	26.25
003-191-07-1	303	MAIN ST	26.25
003-191-08-1	305	MAIN ST	82.50
003-191-09-1	307	MAIN ST	82.50
003-191-10-1	309	MAIN ST	82.50
003-191-11-1	310	ABBEY ST	82.50
003-191-12-1	312	ABBEY ST	82.50
003-191-13-1	308	ABBEY ST	82.50
003-191-14-1	306	ABBEY ST	82.50
003-191-15-1	316	ABBEY ST	82.50
003-191-16-1	314	ABBEY ST	82.50
003-192-01-1	201	4TH ST	82.50
003-192-02-1	310	MAIN ST	26.25
003-192-03-1	308	MAIN ST	82.50
003-192-04-1	310	MAIN ST	82.50
003-192-05-1	304	MAIN ST	82.50
003-192-06-1	302	MAIN ST	82.50
003-192-07-1	300	MAIN ST	82.50
003-192-08-1	301	RUSSELL ST	82.50
003-192-09-1	303	RUSSELL ST	82.50
003-192-10-1	305	RUSSELL ST	82.50
003-192-12-1	307	RUSSELL ST	82.50
003-192-13-1	311	RUSSELL ST	82.50
003-193-01-1	213	MAIN ST	82.50
003-193-03-1	210	ABBEY ST	82.50
003-193-04-1	208	ABBEY ST	82.50
003-193-05-1	206	ABBEY ST	82.50
003-193-07-1	201	MAIN ST	26.25
003-193-08-1	205	MAIN ST	82.50
003-193-09-1	209	MAIN ST	82.50
003-193-10-1	214	ABBEY ST	165.00
003-193-11-1	212	ABBEY ST	82.50
003-193-12-1	310	2ND ST	165.00
003-193-13-1	204	ABBEY ST	82.50
003-194-01-1	211	RUSSELL ST	82.50
003-194-02-1	212	MAIN ST	82.50
003-194-03-1	210	MAIN ST	82.50

APN		Situs Address	Charge
003-194-04-1	208	MAIN ST	82.50
003-194-05-1	206	MAIN ST	82.50
003-194-06-1	204	MAIN ST	82.50
003-194-07-1	226	2ND ST	82.50
003-194-08-1	203	RUSSELL ST	26.25
003-194-09-1	205	RUSSELL ST	26.25
003-194-10-1	209	RUSSELL ST	82.50
003-201-01-1	116	ABBEY ST	165.00
003-201-02-1	110	ABBEY ST	82.50
003-201-03-1	106	ABBEY ST	82.50
003-201-08-1	107	MAIN ST	26.25
003-201-12-1	119	MAIN ST	26.25
003-201-13-1	311	2ND ST	82.50
003-201-15-1	111-117	MAIN ST	26.25
003-201-16-1	101	MAIN ST	26.25
003-202-02-1	112	MAIN ST	82.50
003-202-03-1	110	MAIN ST	82.50
003-202-04-1	108	MAIN ST	26.25
003-202-05-1	108	MAIN ST	26.25
003-202-06-1	100-104	MAIN ST	26.25
003-202-07-1	208	1ST ST	82.50
003-202-10-1	107	RUSSELL ST	82.50
003-202-11-1	123	RUSSELL ST	82.50
003-202-12-1	129	RUSSELL ST	82.50
003-202-13-1	116	MAIN ST	165.00
003-202-14-1	114	MAIN ST	82.50
003-202-15-1	101	RUSSELL ST	82.50
003-202-17-1	105	RUSSELL ST	82.50
003-203-01-1	48	MAIN ST	26.25
003-203-02-1		MAIN ST	26.25
003-203-03-1	211	1ST ST	26.25
003-203-04-1	42-44	MAIN ST	26.25
003-203-05-1	36	MAIN ST	26.25
003-203-06-1	34	MAIN ST	26.25
003-203-07-1	30	MAIN ST	26.25
003-203-08-1	26	MAIN ST	26.25
003-203-09-1	22	MAIN ST	26.25
003-203-10-1	14	MAIN ST	26.25
003-203-11-1	2-10	MAIN ST/210 RAILROAD	26.25
003-203-12-1	200-208	RAILROAD AVE	26.25
003-203-13-1	7	RUSSELL ST	82.50
003-203-14-1	9	RUSSELL ST	82.50
003-203-15-1	11	RUSSELL ST	82.50
003-203-17-1	18	MAIN ST	26.25
003-204-02-1	311	1ST ST	26.25
003-204-05-1	318	RAILROAD AVE	26.25
003-204-06-1	314	RAILROAD AVE	26.25
003-204-07-1	310-312	RAILROAD AVE	26.25
003-204-08-1	1 - 7	MAIN ST	26.25
003-204-09-1	7-11	MAIN ST	26.25
003-204-10-1	15 A & B	MAIN ST	26.25
003-204-11-1	19-23	MAIN ST	26.25
003-204-12-1	23	MAIN ST	26.25
003-204-13-1	31	MAIN ST	26.25
003-204-14-1	33	MAIN ST	26.25
003-204-15-1	35	MAIN ST	26.25
003-204-16-1	37	MAIN ST	26.25
003-204-17-1	41-47	MAIN ST	26.25
003-221-01-1	11	E MAIN ST	82.50
003-221-02-1	14	E ABBEY ST	82.50
003-221-03-1	16	E ABBEY ST	165.00

APN		Situs Address	Charge
003-221-04-1	22	E ABBEY ST	82.50
003-221-05-1	24	E ABBEY ST	82.50
003-221-06-1	26	E ABBEY ST	82.50
003-221-08-1	300	EAST ST	495.00
003-221-09-1	23	E MAIN ST	82.50
003-221-12-1	13	E MAIN ST	82.50
003-221-14-1	21	E MAIN ST	165.00
003-221-15-1	17	E MAIN ST	82.50
003-221-17-1	28	E ABBEY ST	577.50
003-222-03-1	107	ELLIOT ST	165.00
003-222-05-1	10	E MAIN ST	82.50
003-222-12-1	24	E MAIN ST	82.50
003-222-13-1	26	E MAIN ST	82.50
003-222-14-1	28	E MAIN ST	82.50
003-222-16-1	30	E MAIN ST	82.50
003-222-19-1	102	ELLIOT ST	577.50
003-222-20-1	101	ELLIOT ST	412.50
003-222-21-1	14	E MAIN ST	82.50
003-222-22-1	12	E MAIN ST	82.50
003-222-23-1	20	E MAIN ST	82.50
003-223-02-1	305	EAST ST	82.50
003-223-03-1	307	EAST ST	82.50
003-223-05-1	31	E MAIN ST	82.50
003-223-07-1	29	E MAIN ST	82.50
003-224-02-1	8	E ABBEY ST	26.25
003-224-03-1	5 & 7	E MAIN ST	26.25
003-224-04-1	9	E MAIN ST	26.25
003-230-06-1	106	3RD ST	82.50
003-230-07-1	104	3RD ST	82.50
003-230-08-1	102	3RD ST	82.50
003-230-09-1	312	RUSSELL ST	82.50
003-230-10-1	114	3RD ST	82.50
003-230-17-1	102	RIVERVIEW CT	26.25
003-230-19-1	118	3RD ST	82.50
003-230-20-1	116	3RD ST	82.50
003-230-24-1	120	LIWAI VILLAGE CT	82.50
003-230-25-1	116	LIWAI VILLAGE CT	82.50
003-230-29-1	112	LIWAI VILLAGE CT	82.50
003-230-30-1	108	LIWAI VILLAGE CT	82.50
003-241-01-1	101	3RD ST	82.50
003-241-02-1	105	3RD ST	82.50
003-241-03-1	107	3RD ST	165.00
003-241-05-1	206	RUSSELL ST	82.50
003-241-08-1	108	2ND ST	82.50
003-241-09-1	102	2ND ST	82.50
003-241-12-1	100	WOLFSKILL ST	82.50
003-241-13-1		WOLFSKILL ST	82.50
003-241-15-1		RAILROAD AVE	82.50
003-241-17-1	204	RUSSELL ST	82.50
003-241-19-1	202	RUSSELL ST	82.50
003-241-21-1	200	WOLFSKILL ST	82.50
003-241-22-1	102	WOLFSKILL ST	82.50
003-241-23-1	210	RUSSELL ST	412.50
003-241-24-1	109	3RD ST	82.50
003-241-25-1		RUSSELL ST	82.50
003-241-27-1	110	2ND ST	82.50
003-242-01-1	105	2ND ST	82.50
003-242-03-1	115	2ND ST	82.50
003-242-04-1	124	RUSSELL ST	82.50
003-242-05-1	120	RUSSELL ST	82.50
003-242-10-1	100	1ST ST	82.50

APN		Situs Address	Charge
003-242-11-1	108	RUSSELL ST	82.50
003-242-13-1	117	2ND ST	82.50
003-242-14-1	102-104	RUSSELL ST	82.50
003-242-15-1	105	WOLFSKILL ST	330.00
003-242-16-1	118	1ST ST/100 RUSSELL ST	82.50
003-242-17-1	110	1ST ST	82.50
003-243-02-1	10	RUSSELL ST	82.50
003-243-03-1	8	RUSSELL ST	82.50
003-243-05-1	12	RUSSELL ST	165.00
003-243-06-1	14	RUSSELL ST	165.00
003-243-07-1	6	RUSSELL ST	82.50
003-243-08-1	2	RUSSELL ST	28.25
003-271-02-1	802	HEMENWAY ST	82.50
003-271-06-1	804	HEMENWAY ST	82.50
003-271-09-1	800	HEMENWAY ST	82.50
003-271-11-1	900	HEMENWAY ST	82.50
003-271-12-1	902	HEMENWAY ST	82.50
003-271-13-1	302	ROSA AVE	82.50
003-271-14-1	300	ROSA AVE	82.50
003-271-15-1	304	ROSA AVE	82.50
003-271-16-1	308	ROSA AVE	82.50
003-271-17-1	308	ROSA AVE	82.50
003-271-18-1	310	ROSA AVE	82.50
003-271-19-1	312	ROSA AVE	82.50
003-271-20-1	314	ROSA AVE	82.50
003-271-21-1	315	PEACH PL	82.50
003-271-22-1	313	PEACH PL	82.50
003-271-23-1	311	PEACH PL	82.50
003-271-24-1	309	PEACH PL	82.50
003-271-25-1	307	PEACH PL	82.50
003-271-26-1	304	PEACH PL	82.50
003-271-27-1	306	PEACH PL	82.50
003-271-28-1	308	PEACH PL	82.50
003-271-29-1	310	PEACH PL	82.50
003-271-30-1	312	PEACH PL	82.50
003-271-31-1	803	APRICOT AVE	82.50
003-271-32-1	319	ANDERSON AVE	82.50
003-271-33-1	315	ANDERSON AVE	82.50
003-271-34-1	311	ANDERSON AVE	82.50
003-271-35-1	307	ANDERSON AVE	82.50
003-271-36-1	303	ANDERSON AVE	82.50
003-272-03-1	301	ROSA AVE	82.50
003-272-04-1	303	ROSA AVE	82.50
003-272-05-1	305	ROSA AVE	82.50
003-272-06-1	307	ROSA AVE	82.50
003-272-07-1	309	ROSA AVE	82.50
003-272-08-1	311	ROSA AVE	82.50
003-272-09-1	313	ROSA AVE	82.50
003-272-10-1	315	ROSA AVE	82.50
003-272-11-1	317	ROSA AVE	82.50
003-272-12-1	910	APRICOT AVE	82.50
003-272-13-1	908	APRICOT AVE	82.50
003-272-14-1	906	APRICOT AVE	82.50
003-272-15-1	904	APRICOT AVE	82.50
003-272-16-1	902	APRICOT AVE	82.50
003-272-17-1	900	APRICOT AVE	82.50
003-272-18-1	804	APRICOT AVE	82.50
003-272-19-1	802	APRICOT AVE	82.50
003-272-20-1	800	APRICOT AVE	82.50
003-273-01-1	213	ROSA AVE	82.50
003-273-02-1	211	ROSA AVE	82.50

APN		Situs Address	Charge
003-273-03-1	209	ROSA AVE	82.50
003-273-04-1	207	ROSA AVE	82.50
003-273-05-1	205	ROSA AVE	82.50
003-273-06-1	203	ROSA AVE	82.50
003-273-07-1	201	ROSA AVE	82.50
003-274-01-1	212	ROSA AVE	82.50
003-274-02-1	210	ROSA AVE	82.50
003-274-03-1	208	ROSA AVE	82.50
003-274-04-1	206	ROSA AVE	82.50
003-274-05-1	204	ROSA AVE	82.50
003-274-06-1	202	ROSA AVE	82.50
003-274-07-1	200	ROSA AVE	82.50
003-274-08-1	902	MERMOD PL	82.50
003-274-09-1	203	LENIS AVE	82.50
003-274-10-1	205	LENIS AVE	82.50
003-274-11-1	207	LENIS AVE	82.50
003-274-12-1	209	LENIS AVE	82.50
003-274-13-1	211	LENIS AVE	82.50
003-274-14-1	213	LENIS AVE	82.50
003-275-01-1	905	MERMOD PL	82.50
003-275-02-1	907	MERMOD PL	82.50
003-275-03-1	909	MERMOD PL	82.50
003-275-04-1	1001	MERMOD PL	82.50
003-275-05-1	1003	MERMOD PL	82.50
003-275-06-1	903	MERMOD PL	26.25
003-275-07-1	901	MERMOD PL	82.50
003-275-08-1	805	MERMOD PL	82.50
003-275-09-1	803	MERMOD PL	82.50
003-275-10-1	113	ANDERSON AVE	82.50
003-276-01-1	213	ANDERSON AVE	82.50
003-276-02-1	212	LENIS AVE	82.50
003-276-03-1	210	LENIS AVE	82.50
003-276-04-1	208	LENIS AVE	82.50
003-276-05-1	206	LENIS AVE	82.50
003-276-06-1	204	LENIS AVE	82.50
003-276-07-1	202	LENIS AVE	82.50
003-276-08-1	806	MERMOD PL	82.50
003-276-09-1	201	ANDERSON AVE	82.50
003-276-10-1	203	ANDERSON AVE	82.50
003-276-11-1	205	ANDERSON AVE	82.50
003-276-12-1	207	ANDERSON AVE	82.50
003-276-13-1	209	ANDERSON AVE	82.50
003-276-14-1	211	ANDERSON AVE	82.50
003-281-07-1	718	HEMENWAY ST	82.50
003-281-08-1	716	HEMENWAY ST	82.50
003-281-09-1	714	HEMENWAY ST	82.50
003-281-10-1	712	HEMENWAY ST	82.50
003-281-11-1	710	HEMENWAY ST	82.50
003-281-12-1	708	HEMENWAY ST	82.50
003-281-13-1	700	HEMENWAY ST	82.50
003-281-16-1	301	GRANT AVE	82.50
003-281-34-1	213	GRANT AVE	82.50
003-281-35-1	215	GRANT AVE	82.50
003-282-02-1	18	ANDERSON AVE	990.00
003-282-03-1	14	ANDERSON AVE	577.50
003-282-04-1	12	ANDERSON AVE	82.50
003-282-11-1	704	RAILROAD AVE	660.00
003-282-18-1	11	GRANT AVE	26.25
003-282-19-1	106	ANDERSON AVE	330.00
003-282-20-1		MERMOD RD	82.50
003-282-21-1	10	ANDERSON AVE	82.50

APN		Situs Address	Charge
003-282-22-1	722	RAILROAD AVE	82.50
003-282-23-1	717	HEMENWAY ST	82.50
003-282-24-1	715	HEMENWAY ST	82.50
003-282-25-1	3	GRANT AVE	26.25
003-321-01-1	709	DUTTON ST	26.25
003-321-03-1	19	E GRANT AVE	82.50
003-321-04-1	15	E GRANT AVE	82.50
003-322-03-1	710	DUTTON ST	26.25
003-322-20-1	723	RAILROAD AVE	26.25
003-322-22-1		RAILROAD AVE	28.25
003-322-24-1	723	RAILROAD AVE	26.25
003-330-07-1		WALNUT LN	82.50
003-330-11-1	801	DUTTON ST	3,217.50
003-330-13-1		CR 89	82.50
003-330-16-1	807	RAILROAD AVE	26.25
003-330-17-1		CR 89	26.25
003-330-18-1		DUTTON ST	26.25
003-330-19-1	812	WALNUT LN	82.50
003-330-20-1	810	WALNUT LN	82.50
003-330-21-1	808	WALNUT LN	82.50
003-330-22-1	804	WALNUT LN	82.50
003-330-23-1	800	WALNUT LN	82.50
003-330-24-1		CR 89	82.50
003-341-01-1	401	PEAR PL	82.50
003-341-02-1	403	PEAR PL	82.50
003-341-03-1	405	PEAR PL	82.50
003-341-04-1	407	PEAR PL	82.50
003-341-05-1	406	PEAR PL	82.50
003-341-06-1	404	PEAR PL	82.50
003-341-07-1	402	PEAR PL	82.50
003-341-08-1	724	APRICOT AVE	82.50
003-341-09-1	720	APRICOT AVE	82.50
003-341-10-1	716	APRICOT AVE	82.50
003-341-11-1	403	PLUM PL	82.50
003-341-12-1	405	PLUM PL	82.50
003-341-13-1	407	PLUM PL	82.50
003-341-14-1	409	PLUM PL	82.50
003-341-15-1	411	PLUM PL	82.50
003-341-16-1	412	PLUM PL	82.50
003-341-17-1	410	PLUM PL	82.50
003-341-18-1	408	PLUM PL	82.50
003-341-19-1	406	PLUM PL	82.50
003-341-20-1	404	PLUM PL	82.50
003-341-21-1	402	PLUM PL	82.50
003-341-22-1	400	PLUM PL	82.50
003-341-23-1	401	LUIS PL	82.50
003-341-24-1	403	LUIS PL	82.50
003-341-25-1	405	LUIS PL	82.50
003-341-26-1	407	LUIS PL	82.50
003-341-27-1	409	LUIS PL	82.50
003-341-28-1	411	LUIS PL	82.50
003-341-29-1	412	LUIS PL	82.50
003-341-30-1	410	LUIS PL	82.50
003-341-31-1	408	LUIS PL	82.50
003-341-32-1	406	LUIS PL	82.50
003-341-33-1	404	LUIS PL	82.50
003-341-34-1	402	LUIS PL	82.50
003-341-35-1	400	LUIS PL	82.50
003-341-36-1	401	GRANT AVE	82.50
003-341-37-1	403	GRANT AVE	82.50
003-341-38-1	405	GRANT AVE	82.50

APN		Situs Address	Charge
003-341-39-1	407	GRANT AVE	82.50
003-341-40-1	409	GRANT AVE	82.50
003-341-41-1	411	GRANT AVE	82.50
003-341-42-1	413	GRANT AVE	82.50
003-342-10-1	719	APRICOT AVE	82.50
003-342-11-1	721	APRICOT AVE	82.50
003-342-12-1	723	APRICOT AVE	82.50
003-342-15-1	717	APRICOT AVE	82.50
003-342-16-1	715	APRICOT AVE	82.50
003-342-17-1	713	APRICOT AVE	82.50
003-342-18-1	711	APRICOT AVE	82.50
003-342-19-1	709	APRICOT AVE	82.50
003-342-20-1	707	APRICOT AVE	82.50
003-342-21-1	705	APRICOT AVE	82.50
003-342-22-1	703	APRICOT AVE	82.50
003-342-23-1	701	APRICOT AVE	82.50
003-342-24-1		APRICOT AVE	82.50
003-342-25-1	725	APRICOT AVE	82.50
003-350-02-1	807	WALNUT LN	82.50
003-350-03-1	803	WALNUT LN	82.50
003-350-04-1	711	WALNUT LN	82.50
003-350-05-1	709	WALNUT LN	82.50
003-350-06-1	101	E GRANT AVE	82.50
003-350-07-1	121	E GRANT AVE	26.25
003-350-11-1	111	E GRANT AVE	26.25
003-350-12-1	115	E GRANT AVE	26.25
003-360-01-1	844	WALNUT LN	82.50
003-360-02-1	842	WALNUT LN	82.50
003-360-05-1		WALNUT LN	26.25
003-360-10-1	1035	RAILROAD AVE	82.50
003-360-12-1	836	WALNUT LN	82.50
003-360-13-1		RAILROAD AVE PCL E	26.25
003-360-14-1		RAILROAD AVE	26.25
003-360-15-1	1029	RAILROAD AVE	26.25
003-360-16-1	1029	RAILROAD AVE	26.25
003-360-18-1		RAILROAD AVE	82.50
003-360-19-1	840	WALNUT LN	82.50
003-360-20-1	127	CARRION CT (PRIVATE)	165.00
003-360-21-1	125	CARRION CT (PRIVATE)	82.50
003-360-22-1	126	CARRION CT (PRIVATE)	82.50
003-360-23-1	128	CARRION CT (PRIVATE)	82.50
003-370-06-1	400	MORGAN ST	3,135.00
003-370-23-1	509	EAST ST	82.50
003-370-24-1	507	EAST ST	82.50
003-370-25-1	505	EAST ST	26.25
003-370-26-1	511	EAST ST	82.50
003-370-27-1	180-188	E GRANT AVE	26.25
003-370-28-1		E GRANT AVE	26.25
003-370-29-1		E GRANT AVE	26.25
003-370-30-1		E GRANT AVE	26.25
003-370-32-1	405	EAST ST	82.50
003-370-33-1		EAST ST	82.50
003-370-34-1		E BAKER ST	3,630.00
003-370-39-1	501	EAST ST	26.25
003-380-01-1	127	WESTWOOD CT	82.50
003-380-02-1	123	WESTWOOD CT	82.50
003-380-03-1	119	WESTWOOD CT	82.50
003-380-04-1	115	WESTWOOD CT	82.50
003-380-05-1	111	WESTWOOD CT	82.50
003-380-06-1	107	WESTWOOD CT	82.50
003-380-07-1	103	WESTWOOD CT	82.50

APN		Situs Address	Charge
003-380-08-1	100	WESTWOOD CT	82.50
003-380-09-1	104	WESTWOOD CT	82.50
003-380-10-1	108	WESTWOOD CT	82.50
003-380-11-1	112	WESTWOOD CT	82.50
003-380-12-1	116	WESTWOOD CT	82.50
003-380-13-1	120	WESTWOOD CT	82.50
003-380-14-1	124	WESTWOOD CT	82.50
003-380-15-1	316	RUSSELL ST	82.50
003-380-16-1	129	RIVERVIEW CT	82.50
003-380-17-1	125	RIVERVIEW CT	82.50
003-380-18-1	121	RIVERVIEW CT	82.50
003-380-19-1	117	RIVERVIEW CT	82.50
003-380-20-1	113	RIVERVIEW CT	82.50
003-380-21-1	109	RIVERVIEW CT	82.50
003-380-22-1	105	RIVERVIEW CT	82.50
003-380-23-1	101	RIVERVIEW CT	82.50
003-380-24-1	102	RIVERVIEW CT	82.50
003-380-25-1	106	RIVERVIEW CT	82.50
003-380-26-1	110	RIVERVIEW CT	82.50
003-380-27-1	114	RIVERVIEW CT	82.50
003-380-28-1	118	RIVERVIEW CT	82.50
003-380-29-1	122	RIVERVIEW CT	82.50
003-380-30-1	128	RIVERVIEW CT	82.50
003-380-31-1	130	RIVERVIEW CT	82.50
003-391-01-1	790	APRICOT AVE	82.50
003-391-02-1	786	APRICOT AVE	82.50
003-391-03-1	782	APRICOT AVE	82.50
003-391-04-1	778	APRICOT AVE	82.50
003-391-05-1		APRICOT AVE	82.50
003-392-01-1	720	HEMENWAY ST	82.50
003-392-02-1	777	APRICOT AVE	82.50
003-392-03-1	781	APRICOT AVE	82.50
003-392-04-1	785	APRICOT AVE	82.50
003-392-05-1	320	ANDERSON AVE	82.50
003-392-06-1	788	HILL PL	82.50
003-392-07-1	784	HILL PL	82.50
003-392-08-1	780	HILL PL	82.50
003-392-09-1	776	HILL PL	82.50
003-392-10-1	775	HILL PL	82.50
003-392-11-1	779	HILL PL	82.50
003-392-12-1	783	HILL PL	82.50
003-392-13-1	787	HILL PL	82.50
003-392-14-1	734	HEMENWAY ST	82.50
003-392-15-1	732	HEMENWAY ST	82.50
003-392-16-1	730	HEMENWAY ST	82.50
003-392-17-1	728	HEMENWAY ST	82.50
003-393-01-1	215	MERMOD RD	82.50
003-393-02-1	214	ANDERSON AVE	82.50
003-393-03-1	212	ANDERSON AVE	82.50
003-393-04-1	210	ANDERSON AVE	82.50
003-393-05-1	208	ANDERSON AVE	82.50
003-393-06-1	206	ANDERSON AVE	82.50
003-393-07-1	734	MERMOD PL	82.50
003-393-08-1	732	MERMOD PL	82.50
003-393-09-1	207	MERMOD RD	82.50
003-393-10-1	209	MERMOD RD	82.50
003-393-11-1	211	MERMOD RD	82.50
003-393-12-1	213	MERMOD RD	82.50
003-394-01-1	113	MERMOD RD	82.50
003-394-02-1	114	ANDERSON AVE	82.50
003-395-01-1	729	HEMENWAY ST	82.50

APN		Situs Address	Charge
003-395-02-1	212	MERMOD RD	82.50
003-395-03-1	210	MERMOD RD	82.50
003-395-04-1	208	MERMOD RD	82.50
003-395-05-1	206	MERMOD RD	82.50
003-395-06-1	204	MERMOD RD	82.50
003-395-07-1	202	MERMOD RD	82.50
003-395-08-1	200	MERMOD RD	82.50
003-395-09-1	114	MERMOD RD	82.50
003-401-01-1	450	ABBAY ST	82.50
003-401-02-1	454	ABBAY ST	82.50
003-401-03-1	458	ABBAY ST	82.50
003-401-04-1	469	MAIN ST	82.50
003-401-05-1	463	MAIN ST	82.50
003-401-06-1	459	MAIN ST	82.50
003-401-07-1	455	MAIN ST	82.50
003-401-08-1	451	MAIN ST	82.50
003-402-01-1	468	MAIN ST	82.50
003-402-02-1	464	MAIN ST	82.50
003-402-03-1	460	MAIN ST	82.50
003-402-04-1	456	MAIN ST	82.50
003-402-05-1	500	ABBAY ST	82.50
003-402-06-1	502	ABBAY ST	82.50
003-402-07-1	504	ABBAY ST	82.50
003-402-08-1	506	ABBAY ST	82.50
003-402-09-1	508	ABBAY ST	82.50
003-402-10-1	510	ABBAY ST	82.50
003-402-11-1	512	ABBAY ST	82.50
003-402-12-1	514	ABBAY ST	82.50
003-402-13-1	516	ABBAY ST	82.50
003-402-14-1	518	ABBAY ST	82.50
003-402-15-1	400	DRY CREEK LN	82.50
003-402-16-1	402	DRY CREEK LN	82.50
003-402-17-1	404	DRY CREEK LN	82.50
003-402-18-1	406	DRY CREEK LN	82.50
003-402-19-1	408	DRY CREEK LN	82.50
003-402-20-1	410	DRY CREEK LN	82.50
003-402-21-1	412	DRY CREEK LN	82.50
003-402-22-1	414	DRY CREEK LN	82.50
003-402-23-1	416	DRY CREEK LN	82.50
003-402-24-1	418	DRY CREEK LN	82.50
003-403-01-1	508	MAIN ST	82.50
003-403-02-1	504	MAIN ST	82.50
003-403-03-1	500	MAIN ST	82.50
003-403-04-1	488	MAIN ST	82.50
003-403-05-1	484	MAIN ST	82.50
003-403-06-1	480	MAIN ST	82.50
003-403-07-1	476	MAIN ST	82.50
003-403-08-1	472	MAIN ST	82.50
003-403-09-1	501	ABBAY ST	82.50
003-403-10-1	503	ABBAY ST	82.50
003-403-11-1	505	ABBAY ST	82.50
003-403-12-1	401	DRY CREEK LN	82.50
003-403-13-1	403	DRY CREEK LN	82.50
003-403-14-1	405	DRY CREEK LN	82.50
003-403-15-1	407	DRY CREEK LN	82.50
003-403-16-1	409	DRY CREEK LN	82.50
003-403-17-1	411	DRY CREEK LN	82.50
003-403-18-1	413	DRY CREEK LN	82.50
003-403-19-1	415	DRY CREEK LN	82.50
003-403-20-1	417	DRY CREEK LN	82.50
003-403-22-1	512	MAIN ST	82.50

APN		Situs Address	Charge
003-403-23-1	419	DRY CREEK LN	82.50
003-403-24-1	516	MAIN ST	82.50
003-404-01-1	450	EDWARDS ST	82.50
003-404-02-1	454	EDWARDS ST	82.50
003-404-03-1	458	EDWARDS ST	82.50
003-404-04-1	462	EDWARDS ST	82.50
003-404-05-1	466	EDWARDS ST	82.50
003-404-06-1	470	EDWARDS ST	82.50
003-404-07-1	474	EDWARDS ST	82.50
003-404-08-1	471	ABBAY ST	82.50
003-404-09-1	467	ABBAY ST	82.50
003-404-10-1	463	ABBAY ST	82.50
003-404-11-1	459	ABBAY ST	82.50
003-404-12-1	455	ABBAY ST	82.50
003-404-13-1	451	ABBAY ST	82.50
003-405-01-1	451	EDWARDS ST	82.50
003-405-02-1	455	EDWARDS ST	82.50
003-405-03-1	459	EDWARDS ST	82.50
003-405-04-1	463	EDWARDS ST	82.50
003-405-05-1	467	EDWARDS ST	82.50
003-405-06-1	471	EDWARDS ST	82.50
003-405-07-1	475	EDWARDS ST	82.50
003-405-08-1	507	MAIN ST	82.50
003-410-01-1	800	CARRION CIR	82.50
003-410-02-1	802	CARRION CIR	82.50
003-410-03-1	804	CARRION CIR	82.50
003-410-04-1	806	CARRION CIR	82.50
003-410-05-1	808	CARRION CIR	82.50
003-410-06-1	810	CARRION CIR	82.50
003-410-07-1	812	CARRION CIR	82.50
003-410-08-1	22	PRISCILLA CT	82.50
003-410-09-1	20	PRISCILLA CT	82.50
003-410-10-1	19	PRISCILLA CT	82.50
003-410-11-1	17	PRISCILLA CT	82.50
003-410-12-1	15	PRISCILLA CT	82.50
003-410-13-1	816	CARRION CIR	82.50
003-410-14-1	818	CARRION CIR	82.50
003-410-15-1	820	CARRION CIR	82.50
003-410-16-1	820	RAILROAD AVE	26.25
003-410-17-1	823	CARRION CIR	82.50
003-410-18-1	821	CARRION CIR	82.50
003-410-19-1	819	CARRION CIR	82.50
003-410-20-1	817	CARRION CIR	82.50
003-410-21-1	815	CARRION CIR	82.50
003-410-22-1	813	CARRION CIR	82.50
003-410-23-1	811	CARRION CIR	82.50
003-410-24-1	809	CARRION CIR	82.50
003-410-25-1	807	CARRION CIR	82.50
003-410-26-1	805	CARRION CIR	82.50
003-410-27-1	803	CARRION CIR	82.50
003-410-28-1	801	CARRION CIR	82.50
003-410-29-1	11	ANDERSON AVE	82.50
003-410-30-1	9	ANDERSON AVE	82.50
003-410-31-1	7	ANDERSON AVE	82.50
003-410-32-1	800	RAILROAD AVE	82.50
003-410-33-1	2	BETTY CT	82.50
003-410-34-1	4	BETTY CT	82.50
003-410-37-1	10	BETTY CT	82.50
003-410-38-1	9	BETTY CT	82.50
003-410-39-1	7	BETTY CT	82.50
003-410-40-1	5	BETTY CT	82.50

APN		Situs Address	Charge
003-410-41-1	3	BETTY CT	82.50
003-410-42-1	1	BETTY CT	82.50
003-410-43-1	6	BETTY CT	82.50
003-410-45-1	8	BETTY CT	82.50
003-421-03-1	1000	HEMENWAY ST	82.50
003-421-04-1	1002	HEMENWAY ST	82.50
003-421-05-1	1004	HEMENWAY ST	82.50
003-421-06-1	1006	HEMENWAY ST	82.50
003-421-07-1	1008	HEMENWAY ST	82.50
003-421-08-1	1010	HEMENWAY ST	82.50
003-421-09-1	1012	HEMENWAY ST	82.50
003-421-10-1	1014	HEMENWAY ST	82.50
003-421-11-1	1016	HEMENWAY ST	82.50
003-421-12-1	1018	HEMENWAY ST	82.50
003-421-13-1	1020	HEMENWAY ST	82.50
003-422-01-1	1001	HEMENWAY ST	82.50
003-422-02-1	1003	HEMENWAY ST	82.50
003-422-03-1	1005	HEMENWAY ST	82.50
003-422-04-1	1007	HEMENWAY ST	82.50
003-422-05-1	1009	HEMENWAY ST	82.50
003-422-06-1	1011	HEMENWAY ST	82.50
003-422-07-1	1013	HEMENWAY ST	82.50
003-422-08-1	1015	HEMENWAY ST	82.50
003-422-09-1	1017	HEMENWAY ST	82.50
003-422-10-1	1019	HEMENWAY ST	82.50
003-422-11-1	1021	HEMENWAY ST	82.50
003-422-12-1	1204	ALMERIA AVE	82.50
003-422-13-1	1202	ALMERIA AVE	82.50
003-422-14-1	1200	ALMERIA AVE	82.50
003-422-15-1	1106	ALMERIA AVE	82.50
003-422-16-1	1104	ALMERIA AVE	82.50
003-422-17-1	1102	ALMERIA AVE	82.50
003-422-18-1	1100	ALMERIA AVE	82.50
003-422-19-1	206	ALMERIA PL	82.50
003-422-20-1	204	ALMERIA PL	82.50
003-422-21-1	202	ALMERIA PL	82.50
003-422-22-1	200	ALMERIA PL	82.50
003-423-01-1	204	NIEMANN ST	82.50
003-423-02-1	202	NIEMANN ST	82.50
003-423-03-1	200	NIEMANN ST	82.50
003-423-04-1	112	NIEMANN ST	82.50
003-423-05-1	110	NIEMANN ST	82.50
003-423-06-1	108	NIEMANN ST	82.50
003-423-07-1	106	NIEMANN ST	82.50
003-423-08-1	104	NIEMANN ST	82.50
003-423-09-1	102	NIEMANN ST	82.50
003-423-10-1	100	NIEMANN ST	82.50
003-423-11-1	98	NIEMANN ST	82.50
003-423-12-1	96	NIEMANN ST	82.50
003-423-13-1	97	MARTINEZ WAY	82.50
003-423-14-1	99	MARTINEZ WAY	82.50
003-423-15-1	101	MARTINEZ WAY	82.50
003-423-16-1	103	MARTINEZ WAY	82.50
003-423-17-1	105	MARTINEZ WAY	82.50
003-423-18-1	107	MARTINEZ WAY	82.50
003-423-19-1	109	MARTINEZ WAY	82.50
003-423-20-1	111	MARTINEZ WAY	82.50
003-423-21-1	113	MARTINEZ WAY	82.50
003-423-22-1	201	MARTINEZ WAY	82.50
003-423-23-1	203	MARTINEZ WAY	82.50
003-423-24-1	205	MARTINEZ WAY	82.50

APN		Situs Address	Charge
003-424-01-1	204	MARTINEZ WAY	82.50
003-424-02-1	202	MARTINEZ WAY	82.50
003-424-03-1	200	MARTINEZ WAY	82.50
003-424-04-1	114	MARTINEZ WAY	82.50
003-424-05-1	112	MARTINEZ WAY	82.50
003-424-06-1	110	MARTINEZ WAY	82.50
003-424-07-1	108	MARTINEZ WAY	82.50
003-424-08-1	106	MARTINEZ WAY	82.50
003-424-09-1	104	MARTINEZ WAY	82.50
003-424-10-1	1104	MALAGA LN	82.50
003-424-11-1	1102	MALAGA LN	82.50
003-424-12-1	1100	MALAGA LN	82.50
003-424-13-1	103	ALMERIA PL	82.50
003-424-14-1	105	ALMERIA PL	82.50
003-424-15-1	107	ALMERIA PL	82.50
003-424-16-1	109	ALMERIA PL	82.50
003-424-17-1	111	ALMERIA PL	82.50
003-424-18-1	113	ALMERIA PL	82.50
003-424-19-1	201	ALMERIA PL	82.50
003-424-20-1	203	ALMERIA PL	82.50
003-424-21-1	205	ALMERIA PL	82.50
003-424-22-1	114	ALMERIA PL	82.50
003-424-23-1	112	ALMERIA PL	82.50
003-424-24-1	110	ALMERIA PL	82.50
003-424-25-1	108	ALMERIA PL	82.50
003-424-26-1	822	RAILROAD AVE	82.50
003-424-27-1	1101	MALAGA LN	82.50
003-424-28-1	1103	MALAGA LN	82.50
003-424-29-1	1105	MALAGA LN	82.50
003-430-08-1		TAYLOR ST	82.50
003-430-10-1		GRANT AVE	26.25
003-430-11-1		GRANT AVE	26.25
003-430-12-1		GRANT AVE	82.50
003-430-13-1	537	GRANT AVE	26.25
003-430-15-1		GRANT AVE	82.50
003-430-29-1	1003	TAYLOR ST	82.50
003-430-30-1		TAYLOR ST	82.50
003-441-01-1	1001	ADAMS LN	82.50
003-441-02-1	1003	ADAMS LN	82.50
003-441-03-1	1005	ADAMS LN	82.50
003-441-04-1	1007	ADAMS LN	82.50
003-441-05-1	1009	ADAMS LN	82.50
003-441-06-1	1011	ADAMS LN	82.50
003-441-07-1	1013	ADAMS LN	82.50
003-441-08-1	1015	ADAMS LN	82.50
003-441-09-1	1017	ADAMS LN	82.50
003-441-10-1	1019	ADAMS LN	82.50
003-441-11-1	1021	ADAMS LN	82.50
003-441-12-1	1023	ADAMS LN	82.50
003-441-13-1	1025	ADAMS LN	82.50
003-441-14-1	1027	ADAMS LN	82.50
003-441-15-1	1029	ADAMS LN	82.50
003-441-16-1	1031	ADAMS LN	82.50
003-441-17-1	1033	ADAMS LN	82.50
003-441-18-1	1035	ADAMS LN	82.50
003-441-19-1	1037	ADAMS LN	82.50
003-441-20-1	1039	ADAMS LN	82.50
003-441-21-1	901	VALLEY OAK DR	82.50
003-442-01-1	1000	ADAMS LN	82.50
003-442-02-1	1002	ADAMS LN	82.50
003-442-03-1	1004	ADAMS LN	82.50

APN		Situs Address	Charge
003-442-04-1	1006	ADAMS LN	82.50
003-442-05-1	1008	ADAMS LN	82.50
003-442-06-1	1010	ADAMS LN	82.60
003-442-07-1	1012	ADAMS LN	82.50
003-442-08-1	1014	ADAMS LN	82.50
003-442-09-1	1016	ADAMS LN	82.60
003-442-10-1	1018	ADAMS LN	82.50
003-442-11-1	1020	ADAMS LN	82.60
003-442-12-1	1022	ADAMS LN	82.50
003-442-13-1	1024	ADAMS LN	82.50
003-442-14-1	1026	ADAMS LN	82.60
003-442-15-1	1028	ADAMS LN	82.50
003-442-16-1	1030	ADAMS LN	82.50
003-442-17-1	1032	ADAMS LN	82.50
003-442-18-1	1034	ADAMS LN	82.50
003-442-19-1	1036	ADAMS LN	82.50
003-442-20-1	805	VALLEY OAK DR	82.50
003-442-21-1	803	VALLEY OAK DR	82.50
003-442-22-1	801	VALLEY OAK DR	82.60
003-442-23-1	1133	MCARTHUR AVE	82.50
003-442-24-1	1129	MCARTHUR AVE	82.50
003-442-25-1	1125	MCARTHUR AVE	82.60
003-444-01-1	716	VALLEY OAK DR	82.60
003-444-02-1	714	VALLEY OAK DR	82.50
003-444-03-1	712	VALLEY OAK DR	82.60
003-444-04-1	710	VALLEY OAK DR	82.50
003-444-05-1	708	VALLEY OAK DR	82.50
003-444-06-1	706	VALLEY OAK DR	82.50
003-445-01-1	1124	MCARTHUR AVE	82.50
003-445-02-1	1128	MCARTHUR AVE	82.50
003-445-03-1	1132	MCARTHUR AVE	82.60
003-445-04-1	711	VALLEY OAK DR	82.50
003-445-05-1	709	VALLEY OAK DR	82.60
003-445-06-1	707	VALLEY OAK DR	82.50
003-445-07-1	705	VALLEY OAK DR	82.50
003-445-08-1	703	VALLEY OAK DR	82.60
003-445-10-1	701	VALLEY OAK DR	82.50
003-445-11-1	699	VALLEY OAK DR	82.50
003-450-01-1	101	QUAIL CT	82.50
003-450-02-1	103	QUAIL CT	82.50
003-450-03-1	105	QUAIL CT	82.50
003-450-04-1	107	QUAIL CT	82.50
003-450-05-1	108	QUAIL CT	82.50
003-450-06-1	106	QUAIL CT	82.50
003-450-07-1	104	QUAIL CT	82.50
003-450-08-1	102	QUAIL CT	82.50
003-450-09-1	100	QUAIL CT	82.50
003-450-14-1	1123	W GRANT AVE	26.25
003-450-15-1		W GRANT AVE	26.25
003-450-16-1		W GRANT AVE	26.25
003-450-17-1		W GRANT AVE	26.25
003-450-18-1		W GRANT AVE	26.25
003-450-20-1	700	VALLEY OAK DR	26.25
003-460-01-1	1001	MCARTHUR AVE	82.50
003-460-02-1	1005	MCARTHUR AVE	82.50
003-460-03-1	1009	MCARTHUR AVE	82.50
003-460-04-1	1015	MCARTHUR AVE	82.50
003-460-05-1	1017	MCARTHUR AVE	82.50
003-460-06-1	1021	MCARTHUR AVE	82.50
003-460-07-1	1025	MCARTHUR AVE	82.50
003-460-08-1	1029	MCARTHUR AVE	82.50

APN		Situs Address	Charge
003-460-09-1	1101	MCARTHUR AVE	82.50
003-460-10-1	1105	MCARTHUR AVE	82.50
003-460-11-1	1109	MCARTHUR AVE	82.50
003-460-12-1	1113	MCARTHUR AVE	82.50
003-460-13-1	1117	MCARTHUR AVE	82.50
003-460-14-1	1121	MCARTHUR AVE	82.50
003-461-01-1	840	JACKSON ST	82.50
003-461-02-1	836	JACKSON ST	82.50
003-461-03-1	832	JACKSON ST	82.50
003-461-04-1	828	JACKSON ST	82.50
003-461-05-1	824	JACKSON ST	82.50
003-461-06-1	820	JACKSON ST	82.50
003-461-07-1	816	JACKSON ST	82.50
003-461-08-1	812	JACKSON ST	82.50
003-461-09-1	808	JACKSON ST	82.50
003-461-10-1	804	JACKSON ST	82.50
003-461-11-1	800	JACKSON ST	82.50
003-462-01-1	832	JEFFERSON ST	82.50
003-462-02-1	828	JEFFERSON ST	82.50
003-462-03-1	824	JEFFERSON ST	82.50
003-462-04-1	820	JEFFERSON ST	82.50
003-462-05-1	816	JEFFERSON ST	82.50
003-462-06-1	812	JEFFERSON ST	82.50
003-462-07-1	808	JEFFERSON ST	82.50
003-462-08-1	804	JEFFERSON ST	82.50
003-462-09-1	800	JEFFERSON ST	82.50
003-462-10-1	801	JACKSON ST	82.50
003-462-11-1	805	JACKSON ST	82.50
003-462-12-1	809	JACKSON ST	82.50
003-462-13-1	813	JACKSON ST	82.50
003-462-14-1	817	JACKSON ST	82.50
003-462-15-1	821	JACKSON ST	82.50
003-462-16-1	825	JACKSON ST	82.50
003-462-17-1	829	JACKSON ST	82.50
003-462-18-1	833	JACKSON ST	82.50
003-463-01-1	824	LINCOLN ST	82.50
003-463-02-1	820	LINCOLN ST	82.50
003-463-03-1	816	LINCOLN ST	82.50
003-463-04-1	812	LINCOLN ST	82.50
003-463-05-1	808	LINCOLN ST	82.50
003-463-06-1	804	LINCOLN ST	82.50
003-463-07-1	800	LINCOLN ST	82.50
003-463-08-1	801	JEFFERSON ST	82.50
003-463-09-1	805	JEFFERSON ST	82.50
003-463-10-1	809	JEFFERSON ST	82.50
003-463-11-1	813	JEFFERSON ST	82.50
003-463-12-1	817	JEFFERSON ST	82.50
003-463-13-1	821	JEFFERSON ST	82.50
003-463-14-1	825	JEFFERSON ST	82.50
003-463-15-1	829	JEFFERSON ST	82.50
003-464-01-1	1104	WASHINGTON AVE	82.50
003-464-02-1	1100-2	WASHINGTON AVE	165.00
003-464-03-1	1024-26	WASHINGTON AVE	165.00
003-464-04-1	1020	WASHINGTON AVE	82.50
003-464-05-1	1016	WASHINGTON AVE	82.50
003-464-06-1	1012	WASHINGTON AVE	82.50
003-464-07-1	1008	WASHINGTON AVE	82.50
003-464-08-1	1004	WASHINGTON AVE	82.50
003-464-09-1	1000	WASHINGTON AVE	82.50
003-464-10-1	1108	WASHINGTON AVE	82.50
003-464-11-1	1112	WASHINGTON AVE	82.50

APN		Situs Address	Charge
003-464-12-1	1116	WASHINGTON AVE	82.50
003-464-13-1	1120	WASHINGTON AVE	82.50
003-465-01-1	816	TAYLOR ST	82.50
003-465-02-1	812	TAYLOR ST	82.50
003-465-03-1	808	TAYLOR ST	82.50
003-465-04-1	804	TAYLOR ST	82.50
003-465-05-1	800	TAYLOR ST	82.50
003-465-06-1	801	LINCOLN ST	82.50
003-465-07-1	805	LINCOLN ST	82.50
003-465-08-1	809	LINCOLN ST	82.50
003-465-09-1	813	LINCOLN ST	82.50
003-465-10-1	817	LINCOLN ST	82.50
003-465-11-1	821	LINCOLN ST	82.50
003-466-01-1	711	TAYLOR ST	82.50
003-466-02-1	713	TAYLOR ST	82.50
003-466-03-1	717	TAYLOR ST	82.50
003-466-04-1	721	TAYLOR ST	82.50
003-466-05-1	801	TAYLOR ST	82.50
003-466-06-1	805	TAYLOR ST	82.50
003-466-07-1	809	TAYLOR ST	82.50
003-466-08-1	813	TAYLOR ST	82.50
003-466-09-1	817	TAYLOR ST	82.50
003-466-10-1	821	TAYLOR ST	82.50
003-466-11-1	901	TAYLOR ST	82.50
003-466-12-1	905	TAYLOR ST	82.50
003-466-13-1	803# 50	W GRANT AVE	82.50
003-466-14-1	803# 45	W GRANT AVE	82.50
003-466-15-1	803# 37	W GRANT AVE	82.50
003-466-18-1	803# 80	W GRANT AVE	82.50
003-466-19-1	803# 52	W GRANT AVE	82.50
003-467-01-1	803	W GRANT AVE	5,445.00
003-467-05-1	803# 27	W GRANT AVE	82.50
003-467-06-1	803# 10	W GRANT AVE	82.50
003-467-07-1	803# 4	W GRANT AVE	82.50
003-467-10-1	803# 8	W GRANT AVE	82.50
003-468-01-1	803# 54	W GRANT AVE	82.50
003-468-03-1	803# 60	W GRANT AVE	82.50
003-468-04-1	803# 66	W GRANT AVE	82.50
003-468-05-1	803# 69	W GRANT AVE	82.50
003-468-06-1	803# 55	W GRANT AVE	82.50
003-468-07-1	803# 65	W GRANT AVE	82.50
003-469-01-1	803# 75	W GRANT AVE	82.50
003-469-03-1	803# 81	W GRANT AVE	82.50
003-471-01-1	903	VALLEY OAK DR	82.50
003-471-02-1	905	VALLEY OAK DR	82.50
003-471-03-1	907	VALLEY OAK DR	82.50
003-471-04-1	1038	KENNEDY DR	82.50
003-471-05-1	1036	KENNEDY DR	82.50
003-471-06-1	1034	KENNEDY DR	82.50
003-471-07-1	1032	KENNEDY DR	82.50
003-471-08-1	1030	KENNEDY DR	82.50
003-471-09-1	1028	KENNEDY DR	82.50
003-471-10-1	1026	KENNEDY DR	82.50
003-471-11-1	1024	KENNEDY DR	82.50
003-471-12-1	1022	KENNEDY DR	82.50
003-471-13-1	1020	KENNEDY DR	82.50
003-471-14-1	1018	KENNEDY DR	82.50
003-471-15-1	1016	KENNEDY DR	82.50
003-471-16-1	1014	KENNEDY DR	82.50
003-471-17-1	1012	KENNEDY DR	82.50
003-471-18-1	1010	KENNEDY DR	82.50

APN		Situs Address	Charge
003-471-19-1	1008	KENNEDY DR	82.50
003-471-20-1	1006	KENNEDY DR	82.50
003-471-21-1	1004	KENNEDY DR	82.50
003-471-22-1	1002	KENNEDY DR	82.50
003-471-23-1	1000	KENNEDY DR	82.50
003-472-01-1	1040	EISENHOWER WAY	82.50
003-472-02-1	1038	EISENHOWER WAY	82.50
003-472-03-1	1036	EISENHOWER WAY	82.50
003-472-04-1	1034	EISENHOWER WAY	82.50
003-472-05-1	1032	EISENHOWER WAY	82.50
003-472-06-1	1030	EISENHOWER WAY	82.50
003-472-07-1	1028	EISENHOWER WAY	82.50
003-472-08-1	1026	EISENHOWER WAY	82.50
003-472-09-1	1027	KENNEDY DR	82.50
003-472-10-1	1029	KENNEDY DR	82.50
003-472-11-1	1031	KENNEDY DR	82.50
003-472-12-1	1033	KENNEDY DR	82.50
003-472-13-1	1035	KENNEDY DR	82.50
003-472-14-1	1037	KENNEDY DR	82.50
003-472-15-1	1039	KENNEDY DR	82.50
003-472-16-1	1041	KENNEDY DR	82.50
003-473-01-1	1040	ROOSEVELT AVE	82.50
003-473-02-1	1038	ROOSEVELT AVE	82.50
003-473-03-1	1036	ROOSEVELT AVE	82.50
003-473-04-1	1034	ROOSEVELT AVE	82.50
003-473-05-1	1032	ROOSEVELT AVE	82.50
003-473-06-1	1030	ROOSEVELT AVE	82.50
003-473-07-1	1028	ROOSEVELT AVE	82.50
003-473-08-1	1026	ROOSEVELT AVE	82.50
003-473-09-1	1027	EISENHOWER WAY	82.50
003-473-10-1	1029	EISENHOWER WAY	82.50
003-473-11-1	1031	EISENHOWER WAY	82.50
003-473-12-1	1033	EISENHOWER WAY	82.50
003-473-13-1	1035	EISENHOWER WAY	82.50
003-473-14-1	1037	EISENHOWER WAY	82.50
003-473-15-1	1039	EISENHOWER WAY	82.50
003-473-16-1	1041	EISENHOWER WAY	82.50
003-474-02-1	1041	ROOSEVELT AVE	82.50
003-474-03-1	1039	ROOSEVELT AVE	82.50
003-474-04-1	1037	ROOSEVELT AVE	82.50
003-474-05-1	1035	ROOSEVELT AVE	82.50
003-474-06-1	1033	ROOSEVELT AVE	82.50
003-474-07-1	1031	ROOSEVELT AVE	82.50
003-474-08-1	1029	ROOSEVELT AVE	82.50
003-474-09-1	1027	ROOSEVELT AVE	82.50
003-474-10-1	1025	ROOSEVELT AVE	82.50
003-474-11-1	1023	ROOSEVELT AVE	82.50
003-474-12-1	1021	ROOSEVELT AVE	82.50
003-474-13-1	1019	ROOSEVELT AVE	82.50
003-474-14-1	1017	ROOSEVELT AVE	82.50
003-474-15-1	1015	ROOSEVELT AVE	82.50
003-474-16-1	1013	ROOSEVELT AVE	82.50
003-474-17-1	1011	ROOSEVELT AVE	82.50
003-474-18-1	1109	ROOSEVELT AVE	82.50
003-474-19-1	1107	ROOSEVELT AVE	82.50
003-474-20-1	1105	ROOSEVELT AVE	82.50
003-474-21-1	1103	ROOSEVELT AVE	82.50
003-474-22-1	1101	ROOSEVELT AVE	82.50
003-474-23-1	1007	ROOSEVELT AVE	82.50
003-474-26-1	1003	ROOSEVELT AVE	82.50
003-474-28-1	1001-05	ROOSEVELT AVE	82.50

APN		Situs Address	Charge
003-475-01-1	1105	HOOVER ST	82.50
003-475-02-1	1103	HOOVER ST	82.50
003-475-03-1	1101	HOOVER ST	82.50
003-475-04-1	1007	HOOVER ST	82.50
003-475-05-1	1005	HOOVER ST	82.50
003-475-06-1	1003	HOOVER ST	82.50
003-475-07-1	1001	HOOVER ST	82.50
003-475-08-1	1017	KENNEDY DR	82.50
003-475-09-1	1015	KENNEDY DR	82.50
003-475-10-1	1013	KENNEDY DR	82.50
003-475-11-1	1011	KENNEDY DR	82.50
003-475-12-1	1012	TAFT CT/1012A	165.00
003-475-13-1	1014	TAFT CT	82.50
003-475-14-1	1016	TAFT CT	82.50
003-475-15-1	1018	TAFT CT/1018A	82.50
003-475-16-1	1017	TAFT CT	82.50
003-475-17-1	1015	TAFT CT	82.50
003-475-18-1	1013	TAFT CT	82.50
003-475-19-1	1011	TAFT CT/1011A	82.50
003-475-20-1	1012	ROOSEVELT AVE/1012A	82.50
003-475-21-1	1014	ROOSEVELT AVE	82.50
003-475-22-1	1016	ROOSEVELT AVE	82.50
003-475-23-1	1018	ROOSEVELT AVE	82.50
003-480-21-1	32	E MAIN ST	2,640.00
003-480-23-1	107	CASELLI CT	82.50
003-480-24-1	105	CASELLI CT	82.50
003-480-25-1	103	CASELLI CT	82.50
003-480-26-1	101	CASELLI CT	82.50
003-480-27-1	110	E MAIN ST	82.50
003-480-28-1	108	E MAIN ST	82.50
003-480-29-1	106	E MAIN ST	82.50
003-480-30-1	104	E MAIN ST	82.50
003-480-31-1	102	E MAIN ST	82.50
003-480-32-1	100	E MAIN ST	82.50
003-480-33-1	40	E MAIN ST	82.50
003-480-34-1	38	E MAIN ST	82.50
003-480-35-1	36	E MAIN ST	82.50
003-480-36-1	34	E MAIN ST	82.50
003-480-37-1	100	CASELLI CT	82.50
003-480-38-1	102	CASELLI CT	82.50
003-480-40-1	107	E MAIN ST	82.50
003-480-41-1	105	E MAIN ST	82.50
003-480-42-1	103	E MAIN ST	82.50
003-480-43-1	101	E MAIN ST	82.50
003-480-44-1	101	LAUREN CT	82.50
003-480-45-1	103	LAUREN CT	82.50
003-480-46-1	105	LAUREN CT	82.50
003-480-47-1	107	LAUREN CT	82.50
003-480-48-1	109	LAUREN CT	82.50
003-480-49-1	111	LAUREN CT	82.50
003-480-50-1	110	LAUREN CT	82.50
003-480-51-1	401	EAST ST	82.50
003-480-52-1	399	EAST ST	82.50
003-480-53-1	108	LAUREN CT	82.50
003-480-54-1	106	LAUREN CT	82.50
003-480-55-1	104	LAUREN CT	82.50
003-480-56-1	102	LAUREN CT	82.50
003-480-57-1	100	LAUREN CT	82.50
003-480-58-1	39	E MAIN ST	82.50
003-480-59-1	37	E MAIN ST	82.50
003-480-60-1	35	E MAIN ST	82.50

APN		Situs Address	Charge
003-480-61-1	33	E MAIN ST	82.50
003-480-62-1	104	CASELLI CT	82.50
003-480-63-1	106	CASELLI CT	82.50
003-491-01-1	841	WALNUT LN	82.50
003-491-02-1	101	ORCHARD LN	82.50
003-491-03-1	103	ORCHARD LN	82.50
003-491-04-1	105	ORCHARD LN	82.50
003-491-05-1	107	ORCHARD LN	82.50
003-491-06-1	109	ORCHARD LN	82.50
003-491-07-1	111	ORCHARD LN	82.50
003-491-08-1	113	ORCHARD LN	82.50
003-491-09-1	115	ORCHARD LN	82.50
003-491-10-1	114	ORCHARD LN	82.50
003-491-11-1	112	ORCHARD LN	82.50
003-491-12-1	110	ORCHARD LN	82.50
003-491-13-1	108	ORCHARD LN	82.50
003-491-14-1	106	ORCHARD LN	82.50
003-491-15-1	104	ORCHARD LN	82.50
003-491-16-1	102	ORCHARD LN	82.50
003-491-17-1	100	ORCHARD LN	82.50
003-491-18-1	839	WALNUT LN	82.50
003-491-19-1	837	WALNUT LN	82.50
003-491-20-1	101	ALMOND DR	82.50
003-491-21-1	103	ALMOND DR	82.50
003-491-22-1	105	ALMOND DR	82.50
003-491-23-1	107	ALMOND DR	82.50
003-491-24-1	109	ALMOND DR	82.50
003-491-25-1	111	ALMOND DR	82.50
003-491-26-1	113	ALMOND DR	82.50
003-491-27-1	115	ALMOND DR	82.50
003-491-28-1	117	ALMOND DR	82.50
003-492-01-1	100	ALMOND DR	82.50
003-492-02-1	102	ALMOND DR	82.50
003-492-03-1	104	ALMOND DR	82.50
003-492-04-1	106	ALMOND DR	82.50
003-492-05-1	108	ALMOND DR	82.50
003-492-06-1	110	ALMOND DR	82.50
003-492-07-1	112	ALMOND DR	82.50
003-492-08-1	114	ALMOND DR	82.50
003-492-09-1	116	ALMOND DR	82.50
003-492-10-1	118	ALMOND DR	82.50
003-492-11-1	200	ALMOND DR	82.50
003-492-12-1	202	ALMOND DR	82.50
003-492-13-1	204	ALMOND DR	82.50
003-492-14-1	206	ALMOND DR	82.50
003-492-15-1	208	ALMOND DR	82.50
003-492-16-1	210	ALMOND DR	82.50
003-492-17-1	212	ALMOND DR	82.50
003-492-19-1	121	BROADVIEW LN	82.50
003-492-20-1	119	BROADVIEW LN	82.50
003-492-21-1	117	BROADVIEW LN	82.50
003-492-22-1	115	BROADVIEW LN	82.50
003-492-23-1	113	BROADVIEW LN	82.50
003-492-24-1	111	BROADVIEW LN	82.50
003-492-25-1	109	BROADVIEW LN	82.50
003-492-26-1	107	BROADVIEW LN	82.50
003-492-27-1	105	BROADVIEW LN	82.50
003-492-28-1	103	BROADVIEW LN	82.50
003-492-29-1	101	BROADVIEW LN	82.50
003-492-30-1	100	BROADVIEW LN	82.50
003-492-31-1	102	BROADVIEW LN	82.50

APN		Situs Address	Charge
003-492-32-1	104	BROADVIEW LN	82.50
003-492-33-1	108	BROADVIEW LN	82.50
003-492-34-1	108	BROADVIEW LN	82.50
003-492-35-1	110	BROADVIEW LN	82.50
003-492-36-1	112	BROADVIEW LN	82.50
003-492-37-1	114	BROADVIEW LN	82.50
003-492-38-1	116	BROADVIEW LN	82.50
003-492-39-1	118	BROADVIEW LN	82.50
003-492-40-1	120	BROADVIEW LN	82.50
003-492-41-1	127	COLBY LN	82.50
003-492-42-1	125	COLBY LN	82.50
003-492-43-1	123	COLBY LN	82.50
003-492-44-1	121	COLBY LN	82.50
003-492-45-1	119	COLBY LN	82.50
003-492-46-1	117	COLBY LN	82.50
003-492-47-1	115	COLBY LN	82.50
003-492-48-1	113	COLBY LN	82.50
003-492-49-1	111	COLBY LN	82.50
003-492-50-1	109	COLBY LN	82.50
003-492-51-1	107	COLBY LN	82.50
003-492-52-1	105	COLBY LN	82.50
003-492-53-1	103	COLBY LN	82.50
003-492-54-1	101	COLBY LN	82.50
003-492-55-1	100	COLBY LN	82.50
003-492-56-1	102	COLBY LN	82.50
003-492-57-1	104	COLBY LN	82.50
003-492-58-1	106	COLBY LN	82.50
003-492-59-1	108	COLBY LN	82.50
003-492-60-1	110	COLBY LN	82.50
003-492-61-1	112	COLBY LN	82.50
003-492-62-1	114	COLBY LN	82.50
003-492-63-1	116	COLBY LN	82.50
003-492-64-1	118	COLBY LN	82.50
003-492-65-1	120	COLBY LN	82.50
003-492-66-1	122	COLBY LN	82.50
003-492-67-1	124	COLBY LN	82.50
003-492-68-1	126	COLBY LN	82.50
003-501-01-1	1033	VILLAGE CIR	82.50
003-501-02-1	1031	VILLAGE CIR	82.50
003-501-03-1	1029	VILLAGE CIR	82.50
003-501-04-1	1027	VILLAGE CIR	82.50
003-501-05-1	1025	VILLAGE CIR	82.50
003-501-06-1	1023	VILLAGE CIR	82.50
003-501-07-1	1008	BERRYESSA CT	82.50
003-501-08-1	1010	BERRYESSA CT	82.50
003-501-09-1	1012	BERRYESSA CT	82.50
003-501-10-1	1014	BERRYESSA CT	82.50
003-501-11-1	408	NIEMANN ST	82.50
003-501-12-1	408	NIEMANN ST	82.50
003-501-13-1	1016	BERRYESSA CT	82.50
003-501-14-1	404	NIEMANN ST	82.50
003-501-15-1	1015	BERRYESSA CT	82.50
003-501-16-1	1013	BERRYESSA CT	82.50
003-501-17-1	1011	BERRYESSA CT	82.50
003-501-18-1	1009	BERRYESSA CT	82.50
003-501-19-1	1008	HILLVIEW LN	82.50
003-501-20-1	1010	HILLVIEW LN	82.50
003-501-21-1	1012	HILLVIEW LN	82.50
003-501-22-1	1014	HILLVIEW LN	82.50
003-501-23-1	323	HILLVIEW LN	82.50
003-501-24-1	321	HILLVIEW LN	82.50

APN		Situs Address	Charge
003-501-25-1	319	HILLVIEW LN	82.50
003-501-26-1	317	HILLVIEW LN	82.50
003-501-27-1	315	HILLVIEW LN	82.50
003-501-28-1	313	HILLVIEW LN	82.50
003-501-29-1	311	HILLVIEW LN	82.50
003-501-30-1	310	NIEMANN ST	82.50
003-501-31-1	312	NIEMANN ST	82.50
003-501-32-1	314	NIEMANN ST	82.50
003-501-33-1	316	NIEMANN ST	82.50
003-501-34-1	318	NIEMANN ST	82.50
003-501-35-1	320	NIEMANN ST	82.50
003-501-36-1	400	NIEMANN ST	82.50
003-501-37-1	402	NIEMANN ST	82.50
003-502-01-1	1009	HILLVIEW LN	82.50
003-502-02-1	1011	HILLVIEW LN	82.50
003-502-03-1	1013	HILLVIEW LN	82.50
003-502-04-1	316	HILLVIEW LN	82.50
003-502-05-1	314	HILLVIEW LN	82.50
003-502-06-1	312	HILLVIEW LN	82.50
003-502-07-1	1012	VILLAGE CIR	82.50
003-502-08-1	1010	VILLAGE CIR	82.50
003-502-09-1	1008	VILLAGE CIR	82.50
003-502-10-1	313	VILLAGE CIR	82.50
003-502-11-1	315	VILLAGE CIR	82.50
003-502-12-1	317	VILLAGE CIR	82.50
003-503-01-1	1032	VILLAGE CIR	82.50
003-503-02-1	1030	VILLAGE CIR	82.50
003-503-03-1	1028	VILLAGE CIR	82.50
003-503-04-1	1026	VILLAGE CIR	82.50
003-503-05-1	1024	VILLAGE CIR	82.50
003-503-06-1	1022	VILLAGE CIR	82.50
003-503-07-1	414	VILLAGE CIR	82.50
003-503-08-1	412	VILLAGE CIR	82.50
003-503-09-1	410	VILLAGE CIR	82.50
003-503-10-1	408	VILLAGE CIR	82.50
003-503-12-1	406	VILLAGE CIR	82.50
003-503-13-1	404	VILLAGE CIR	82.50
003-503-14-1	402	VILLAGE CIR	82.50
003-503-15-1	400	VILLAGE CIR	82.50
003-503-16-1	318	VILLAGE CIR	82.50
003-503-17-1	316	VILLAGE CIR	82.50
003-503-18-1	314	VILLAGE CIR	82.50
003-503-19-1	312	VILLAGE CIR	82.50
003-503-20-1	310	VILLAGE CIR	82.50
003-503-21-1	308	VILLAGE CIR	82.50
003-503-22-1	1005	VILLAGE CIR	82.50
003-503-23-1	1007	VILLAGE CIR	82.50
003-503-24-1	1009	VILLAGE CIR	82.50
003-503-25-1	1011	VILLAGE CIR	82.50
003-503-26-1	1013	VILLAGE CIR	82.50
003-503-27-1	1015	VILLAGE CIR	82.50
003-503-28-1	1017	VILLAGE CIR	82.50
003-503-29-1	1019	VILLAGE CIR	82.50
003-503-30-1	1021	VILLAGE CIR	82.50
003-510-07-1	718	LUPINE WAY	82.50
003-510-08-1	720	LUPINE WAY	82.50
003-510-09-1	722	LUPINE WAY	82.50
003-510-10-1	724	LUPINE WAY	82.50
003-510-11-1	726	LUPINE WAY	82.50
003-510-12-1	728	LUPINE WAY	82.50
003-510-13-1	730	LUPINE WAY	82.50

APN		Situs Address	Charge
003-510-14-1	731	MAIN ST	82.50
003-510-15-1	729	MAIN ST	82.50
003-510-16-1	727	MAIN ST	82.50
003-510-17-1	725	MAIN ST	82.50
003-510-18-1	723	MAIN ST	82.50
003-510-19-1	721	MAIN ST	82.50
003-510-20-1	719	MAIN ST	82.50
003-511-01-1	743	MAIN ST	82.50
003-511-02-1	741	MAIN ST	82.50
003-511-03-1	739	MAIN ST	82.50
003-511-04-1	737	MAIN ST	82.50
003-511-05-1	735	MAIN ST	82.50
003-511-06-1	733	MAIN ST	82.50
003-511-07-1	732	FOXGLOVE CIR	82.50
003-511-08-1	734	FOXGLOVE CIR	82.50
003-511-09-1	738	FOXGLOVE CIR	82.50
003-511-10-1	738	FOXGLOVE CIR	82.50
003-511-11-1	713	FOXGLOVE CIR	82.50
003-511-12-1	711	FOXGLOVE CIR	82.50
003-511-13-1	709	FOXGLOVE CIR	82.50
003-511-14-1	707	FOXGLOVE CIR	82.50
003-511-15-1	620	FOXGLOVE CIR	82.50
003-511-16-1	615	FOXGLOVE CIR	82.50
003-512-01-1	710	FOXGLOVE CIR	82.50
003-512-02-1	708	FOXGLOVE CIR	82.50
003-512-03-1	706	FOXGLOVE CIR	82.50
003-512-04-1	618	FOXGLOVE CIR	82.50
003-512-05-1	636	FOXGLOVE CIR	82.50
003-512-06-1	634	FOXGLOVE CIR	82.50
003-512-07-1	632	FOXGLOVE CIR	82.50
003-512-08-1	615	IVY LOOP	82.50
003-512-09-1	706	IVY LOOP	82.50
003-512-10-1	708	IVY LOOP	82.50
003-512-11-1	712	IVY LOOP	82.50
003-513-01-1	641	FOXGLOVE CIR	82.50
003-513-02-1	639	FOXGLOVE CIR	82.50
003-513-03-1	637	FOXGLOVE CIR	82.50
003-513-04-1	635	FOXGLOVE CIR	82.50
003-513-05-1	633	FOXGLOVE CIR	82.50
003-513-06-1	631	FOXGLOVE CIR	82.50
003-513-07-1	609	IVY LOOP	82.50
003-513-08-1	807	IVY LOOP	82.50
003-513-09-1	605	IVY LOOP	82.50
003-513-10-1	603	IVY LOOP	82.50
003-513-11-1	601	IVY LOOP	82.50
003-513-12-1	631	IVY LOOP	82.50
003-513-13-1	629	IVY LOOP	82.50
003-513-14-1	627	IVY LOOP	82.50
003-513-15-1	625	IVY LOOP	82.50
003-513-16-1	623	IVY LOOP	82.50
003-513-17-1	621	IVY LOOP	82.50
003-514-01-1	606	IVY LOOP	82.50
003-514-02-1	604	IVY LOOP	82.50
003-514-03-1	602	IVY LOOP	82.50
003-514-04-1	600	IVY LOOP	82.50
003-514-05-1	626	IVY LOOP	165.00
003-514-06-1	624	IVY LOOP	82.50
003-514-07-1	601	SNAPDRAGON CT	82.50
003-514-08-1	621	FICUS WAY	82.50
003-514-09-1	625	FICUS WAY	82.50
003-515-01-1	629	SNAPDRAGON ST	82.50

APN		Situs Address	Charge
003-515-02-1	627	SNAPDRAGON ST	82.50
003-515-03-1	625	SNAPDRAGON ST	82.50
003-515-04-1	623	SNAPDRAGON ST	82.50
003-515-05-1	621	SNAPDRAGON ST	82.50
003-515-06-1	611	SNAPDRAGON ST	82.50
003-515-07-1	609	SNAPDRAGON ST	82.50
003-515-08-1	607	SNAPDRAGON ST	82.50
003-515-09-1	624	FICUS WAY	82.50
003-515-10-1	626	FICUS WAY	82.50
003-515-11-1	628	FICUS WAY	82.50
003-515-12-1	630	FICUS WAY	82.50
003-516-01-1	727	LUPINE WAY	82.50
003-516-02-1	725	LUPINE WAY	82.50
003-516-03-1	723	LUPINE WAY	82.50
003-516-04-1	721	LUPINE WAY	82.50
003-516-05-1	719	LUPINE WAY	82.50
003-516-06-1	717	LUPINE WAY	82.50
003-516-07-1	620	SNAPDRAGON ST	82.50
003-516-08-1	622	SNAPDRAGON ST	82.50
003-516-09-1	624	SNAPDRAGON ST	82.50
003-516-10-1	626	SNAPDRAGON ST	82.50
003-516-11-1	628	SNAPDRAGON ST	82.50
003-516-12-1	630	SNAPDRAGON ST	82.50
003-516-13-1	632	SNAPDRAGON ST	82.50
003-516-14-1	729	LUPINE WAY	82.50
003-521-01-1	717	MAIN ST	82.50
003-521-02-1	715	MAIN ST	82.50
003-521-03-1	715	ASTER WAY	82.50
003-521-04-1	713	ASTER ST	82.50
003-521-05-1	711	ASTER ST	82.50
003-521-06-1	709	ASTER ST	82.50
003-521-07-1	707	ASTER ST	82.50
003-521-08-1	716	LUPINE WAY	82.50
003-523-01-1	700	IVY LOOP	82.50
003-523-02-1	702	IVY LOOP	82.50
003-523-03-1	704	IVY CT	82.50
003-523-04-1	706	IVY CT	82.50
003-523-05-1	708	IVY CT	82.50
003-523-06-1	710	IVY CT	82.50
003-523-07-1	712	IVY CT	82.50
003-523-08-1	714	IVY CT	82.50
003-523-09-1	716	IVY CT	82.50
003-523-10-1	715	IVY CT	82.50
003-523-11-1	713	IVY CT	82.50
003-523-12-1	711	IVY CT	82.50
003-523-13-1	709	IVY CT	82.50
003-523-14-1	707	IVY CT	82.50
003-523-15-1	705	IVY CT	82.50
003-523-16-1	706	ASTER ST	82.50
003-523-17-1	708	ASTER ST	82.50
003-523-18-1	710	ASTER ST	82.50
003-523-19-1	712	ASTER ST	82.50
003-523-20-1	714	ASTER ST	82.50
003-523-21-1	716	ASTER ST	82.50
003-524-01-1	715	LUPINE WAY	82.50
003-524-02-1	713	LUPINE WAY	82.50
003-524-03-1	711	LUPINE WAY	82.50
003-524-04-1	709	LUPINE WAY	82.50
003-524-05-1	707	LUPINE WAY	82.50
003-524-06-1	705	LUPINE WAY	82.50
003-524-07-1	618	SNAPDRAGON ST	82.50

APN		Situs Address	Charge
003-524-08-1	616	SNAPDRAGON ST	82.50
003-524-09-1	614	SNAPDRAGON ST	82.50
003-524-10-1	612	SNAPDRAGON ST	82.50
003-524-11-1	610	SNAPDRAGON ST	82.50
003-524-12-1	608	SNAPDRAGON ST	82.50
003-524-13-1	606	SNAPDRAGON ST	82.50
003-524-14-1	604	SNAPDRAGON CT	82.50
003-524-15-1	602	SNAPDRAGON CT	82.50
003-524-16-1	600	SNAPDRAGON CT	82.50
003-524-17-1	620	IVY LOOP	82.50
003-524-18-1	622	IVY LOOP	82.50
003-524-19-1	415	GRANT AVE	26.25
030-210-04-1		CR 89	26.25
030-220-08-1	111	NIEMANN ST	82.50
030-220-09-1	105	NIEMANN ST	82.50
030-220-10-1		T8N R1W POR SEC 21	26.25
030-220-27-1		R1W POR SEC 21	82.50
030-220-34-1		ANDERSON AVE	26.25
030-220-35-1	435	ANDERSON AVE	26.25
030-361-04-1	1204	VALLEY OAK DR	82.50
030-361-05-1	1202	VALLEY OAK DR	82.50
030-361-06-1	1200	VALLEY OAK DR	82.50
030-361-07-1	503	DORSET CT	82.50
030-361-08-1	505	DORSET CT	82.50
030-361-09-1	508	DORSET CT	82.50
030-361-10-1	506	DORSET CT	82.50
030-361-11-1	504	DORSET CT	82.50
030-361-12-1	502	DORSET CT	82.50
030-361-13-1	500	DORSET CT	82.50
030-361-14-1	1104	VALLEY OAK DR	82.50
030-361-15-1	1102	VALLEY OAK DR	82.50
030-361-16-1	1100	VALLEY OAK DR	82.50
030-361-17-1	401	COLUMBIA WAY	82.50
030-361-18-1	403	COLUMBIA WAY	82.50
030-361-19-1	405	COLUMBIA WAY	82.50
030-361-20-1	407	COLUMBIA WAY	82.50
030-361-21-1	409	COLUMBIA WAY	82.50
030-361-22-1	411	COLUMBIA WAY	82.50
030-361-23-1	413	COLUMBIA WAY	82.50
030-361-24-1	415	COLUMBIA WAY	82.50
030-361-25-1	417	COLUMBIA WAY	82.50
030-361-26-1	1005	SUFFOLK CT	82.50
030-361-28-1	1010	SUFFOLK CT	82.50
030-361-29-1	1008	SUFFOLK CT	82.50
030-361-30-1	1006	SUFFOLK CT	82.50
030-361-31-1	1004	SUFFOLK CT	82.50
030-361-32-1	1206	VALLEY OAK DR	82.50
030-362-01-1	404	COLUMBIA WAY	82.50
030-362-02-1	402	COLUMBIA WAY	82.50
030-362-03-1	400	COLUMBIA WAY	82.50
030-371-01-1	201	SUFFOLK PL	82.50
030-371-02-1	203	SUFFOLK PL	82.50
030-371-03-1	205	SUFFOLK PL	82.50
030-371-04-1	207	SUFFOLK PL	82.50
030-371-05-1	209	SUFFOLK PL	82.50
030-371-06-1	211	SUFFOLK PL	82.50
030-371-07-1	803	SUFFOLK PL	82.50
030-371-08-1	805	SUFFOLK PL	82.50
030-371-09-1	807	SUFFOLK PL	82.50
030-371-10-1	901	SUFFOLK PL	82.50
030-371-11-1	903	SUFFOLK PL	82.50

APN		Situs Address	Charge
030-371-12-1	805	SUFFOLK PL	82.50
030-371-13-1	907	SUFFOLK PL	82.50
030-371-14-1	410	COLUMBIA WAY	82.50
030-371-15-1	408	COLUMBIA WAY	82.50
030-371-16-1	406	COLUMBIA WAY	82.50
030-371-17-1	301	HAMPSHIRE CT	82.50
030-371-18-1	303	HAMPSHIRE CT	82.50
030-371-19-1	305	HAMPSHIRE CT	82.50
030-371-20-1	307	HAMPSHIRE CT	82.50
030-371-21-1	309	HAMPSHIRE CT	82.50
030-371-22-1	311	HAMPSHIRE CT	82.50
030-371-23-1	308	HAMPSHIRE CT	82.50
030-371-24-1	306	HAMPSHIRE CT	82.50
030-371-25-1	304	HAMPSHIRE CT	82.50
030-371-26-1	302	HAMPSHIRE CT	82.50
030-371-27-1	300	HAMPSHIRE CT	82.50
030-372-01-1	1002	SUFFOLK CT	82.50
030-372-02-1	1000	SUFFOLK CT	82.50
030-372-03-1	906	SUFFOLK PL	82.50
030-372-04-1	904	SUFFOLK PL	82.50
030-372-05-1	902	SUFFOLK PL	82.50
030-372-06-1	900	SUFFOLK PL	82.50
030-372-07-1	810	SUFFOLK PL	82.50
030-372-08-1	808	SUFFOLK PL	82.50
030-372-09-1	806	SUFFOLK PL	82.50
030-372-10-1	804	SUFFOLK PL	82.50
030-372-11-1	802	SUFFOLK PL	82.50
030-372-12-1	800	SUFFOLK PL	82.50
030-372-13-1	212	SUFFOLK PL	82.50
030-372-14-1	210	SUFFOLK PL	82.50
030-372-15-1	208	SUFFOLK PL	82.50
030-372-16-1	902	SOUTHDOWN CT	82.50
030-372-17-1	904	SOUTHDOWN CT	82.50
030-372-18-1	906	SOUTHDOWN CT	82.50
030-372-19-1	908	SOUTHDOWN CT	82.50
030-372-20-1	910	SOUTHDOWN CT	82.50
030-372-21-1	909	SOUTHDOWN CT	82.50
030-372-22-1	907	SOUTHDOWN CT	82.50
030-372-23-1	905	SOUTHDOWN CT	82.50
030-372-24-1	903	SOUTHDOWN CT	82.50
030-372-25-1	901	SOUTHDOWN CT	82.50
030-381-01-1	410	MOODY SLOUGH RD	82.50
030-381-02-1	401	GRIFFIN WAY	82.50
030-381-03-1	403	GRIFFIN WAY	82.50
030-381-04-1	405	GRIFFIN WAY	82.50
030-381-05-1	407	GRIFFIN WAY	82.50
030-381-06-1	409	GRIFFIN WAY	82.50
030-381-07-1	1108	GRIFFIN WAY	82.50
030-381-10-1	1102	GRIFFIN WAY	82.50
030-381-11-1	1100	GRIFFIN WAY	82.50
030-381-13-1	1104	GRIFFIN WAY	82.50
030-381-15-1	1106	GRIFFIN WAY	82.50
030-382-01-1	402	GRIFFIN WAY	82.50
030-382-02-1	404	GRIFFIN WAY	82.50
030-382-03-1	406	GRIFFIN WAY	82.50
030-382-04-1	408	GRIFFIN WAY	82.50
030-382-05-1	409	NIEMANN ST	82.50
030-382-06-1	407	NIEMANN ST	82.50
030-382-07-1	405	NIEMANN ST	82.50
030-382-08-1	403	NIEMANN ST	82.50
030-391-01-1	443	COTTAGE CIR	82.50

APN		Situs Address	Charge
030-391-02-1	439	COTTAGE CIR	82.50
030-391-03-1	435	COTTAGE CIR	82.50
030-391-04-1	431	COTTAGE CIR	82.50
030-391-05-1	427	COTTAGE CIR	82.50
030-391-06-1	423	COTTAGE CIR	82.50
030-391-07-1	419	COTTAGE CIR	82.50
030-391-10-1	410	ANDERSON AVE	82.50
030-391-11-1	414	ANDERSON AVE	82.50
030-391-12-1	418	ANDERSON AVE	82.50
030-391-13-1	422	ANDERSON AVE	82.50
030-391-14-1	426	ANDERSON AVE	82.50
030-391-15-1	430	ANDERSON AVE	82.50
030-391-16-1	434	ANDERSON AVE	82.50
030-391-17-1	438	ANDERSON AVE	82.50
030-391-18-1	442	ANDERSON AVE	82.50
030-391-19-1	415	COTTAGE CIR	82.50
030-391-21-1	411	COTTAGE CIR	82.50
030-392-01-1	474	COTTAGE CIR	82.50
030-392-02-1	470	COTTAGE CIR	82.50
030-392-03-1	466	COTTAGE CIR	82.50
030-392-04-1	462	COTTAGE CIR	82.50
030-392-05-1	458	COTTAGE CIR	82.50
030-392-06-1		COTTAGE CIR	82.50
030-392-07-1	430	COTTAGE CIR	82.50
030-392-08-1	426	COTTAGE CIR	82.50
030-392-09-1	422	COTTAGE CIR	82.50
030-392-10-1	418	COTTAGE CIR	82.50
030-392-11-1	414	COTTAGE CIR	82.50
030-392-12-1	410	COTTAGE CIR	82.50
030-392-13-1	408	COTTAGE CIR	82.50
038-050-13-1	27600	CR 90	26.25
038-050-19-1		WALNUT LN	82.50
038-050-21-1	T8N	R1W POR SEC 22	26.25
038-050-23-1	T8N	R1W POR SEC 22	26.25
038-050-27-1		CR 89	26.25
038-050-29-1	901	E GRANT/705 TIMBER CRE	26.25
038-050-51-1	27710	CR 90	26.25
038-050-52-1		CR 89	26.25
038-050-57-1	999	E GRANT AVE	26.25
038-050-60-1		I-505 & RUSSELL BLVD	26.25
038-050-63-1		I-505/GRANT AVE	26.25
038-050-68-1		CR 89	82.50
038-050-72-1	27852	CR 90	26.25
038-050-73-1	27990	CR 90	26.25
038-070-12-1	800	E GRANT AVE/ 800A	165.00
038-070-22-1	112	E MAIN ST	26.25
038-070-28-1		T8N R1W	26.25
038-070-29-1	PCL 2	GATEWAY DR	26.25
038-070-30-1	PCL 4	GATEWAY DR	26.25
038-070-31-1	PCL 3	GATEWAY DR	26.25
038-070-32-1	PCL 1	GATEWAY DR	26.25
038-070-35-1		RUSSELL/BAKER/MAIN	82.50
038-170-02-1	412	MANZANITA WAY	82.50
038-170-03-1	408	MANZANITA WAY	82.50
038-170-04-1	404	MANZANITA WAY	82.50
038-170-05-1	400	MANZANITA WAY	82.50
038-170-06-1	216	BLUE OAK LN	82.50
038-170-07-1	220	BLUE OAK LN	82.50
038-170-08-1	312	E MAIN ST	82.50
038-170-09-1	308	E MAIN ST	82.50
038-170-10-1	304	E MAIN ST	82.50

APN		Situs Address	Charge
038-170-11-1	300	E MAIN ST	82.50
038-170-12-1	221	TOYON LN	82.50
038-170-13-1	217	TOYON LN	82.50
038-170-14-1	224	TOYON LN	82.50
038-170-15-1	212	E MAIN ST	82.50
038-170-16-1	208	E MAIN ST	82.50
038-170-17-1	204	E MAIN ST	82.50
038-170-18-1	200	E MAIN ST	82.50
038-170-19-1	225	CREEKSIDE WAY	82.50
038-180-01-1	201	MADRONE CT	82.50
038-180-02-1		MADRONE CT	82.50
038-180-03-1	209	MADRONE CT	82.50
038-180-04-1	208	MADRONE CT	82.50
038-180-07-1	201	CREEKSIDE WAY	82.50
038-180-08-1	205	CREEKSIDE WAY	82.50
038-180-09-1	209	CREEKSIDE WAY	82.50
038-180-10-1	213	CREEKSIDE WAY	82.50
038-180-11-1	217	CREEKSIDE WAY	82.50
038-180-12-1	221	CREEKSIDE WAY	82.50
038-180-13-1	220	TOYON LN	82.50
038-180-14-1	216	TOYON LN	82.50
038-180-15-1	212	TOYON LN	82.50
038-180-16-1	208	TOYON LN	82.50
038-180-17-1	204	TOYON LN	82.50
038-180-18-1	200	TOYON LN	82.50
038-180-19-1	301	CREEKSIDE WAY	82.50
038-180-20-1	305	CREEKSIDE WAY	82.50
038-180-21-1	205	TOYON LN	82.50
038-180-22-1	209	TOYON LN	82.50
038-180-23-1	213	TOYON LN	82.50
038-180-24-1	212	BLUE OAK LN	82.50
038-180-25-1	208	BLUE OAK LN	82.50
038-180-26-1	204	BLUE OAK LN	82.50
038-180-27-1	309	CREEKSIDE WAY	82.50
038-180-28-1	313	CREEKSIDE WAY	82.50
038-180-29-1	401	CREEKSIDE WAY	82.50
038-180-30-1	405	CREEKSIDE WAY	82.50
038-180-31-1	205	BLUE OAK LN	82.50
038-180-32-1	209	BLUE OAK LN	82.50
038-180-33-1	208	MAPLE LN	82.50
038-180-34-1	204	MAPLE LN	82.50
038-180-35-1	409	CREEKSIDE WAY	82.50
038-180-36-1	413	CREEKSIDE WAY	82.50
038-180-37-1	412	CREEKSIDE WAY	82.50
038-180-38-1	408	CREEKSIDE WAY	82.50
038-180-39-1	404	CREEKSIDE WAY	82.50
038-180-40-1	400	CREEKSIDE WAY	82.50
038-180-41-1	316	CREEKSIDE WAY	82.50
038-180-42-1	312	CREEKSIDE WAY	82.50
038-180-43-1	308	CREEKSIDE WAY	82.50
038-180-44-1	304	CREEKSIDE WAY	82.50
038-180-45-1	300	CREEKSIDE WAY	82.50
038-180-47-1	200	MADRONE CT	82.50
038-190-02-1	421	E MAIN ST	82.50
038-190-03-1	417	E MAIN ST	82.50
038-190-04-1	413	E MAIN ST	82.50
038-190-05-1	409	E MAIN ST	82.50
038-190-08-1	405	E MAIN ST	82.50
038-190-07-1	401	E MAIN ST	82.50
038-190-08-1	309	E MAIN ST	82.50
038-190-09-1	305	E MAIN ST	82.50

APN		Situs Address	Charge
038-190-10-1	301	E MAIN ST	82.50
038-190-11-1	213	E MAIN ST	82.50
038-190-12-1	211	E MAIN ST	82.50
038-190-13-1	209	E MAIN ST	82.50
038-190-14-1	207	E MAIN ST	82.50
038-190-15-1	205	E MAIN ST	82.50
038-190-16-1	203	E MAIN ST	82.50
038-190-17-1	201	E MAIN ST	82.50
038-190-18-1	200	WHITE OAK LN	82.50
038-190-19-1	204	WHITE OAK LN	82.50
038-190-20-1	208	WHITE OAK LN	82.50
038-190-21-1	212	WHITE OAK LN	82.50
038-190-22-1	216	WHITE OAK LN	82.50
038-190-23-1	220	WHITE OAK LN	82.50
038-190-24-1	224	WHITE OAK LN	82.50
038-190-25-1	300	WHITE OAK LN	82.50
038-190-26-1	304	WHITE OAK LN	82.50
038-190-27-1	308	WHITE OAK LN	82.50
038-190-28-1	312	WHITE OAK LN	82.50
038-190-29-1	316	WHITE OAK LN	82.50
038-190-30-1	320	WHITE OAK LN	82.50
038-190-31-1	400	WHITE OAK LN	82.50
038-190-32-1	404	WHITE OAK LN	82.50
038-190-35-1		E MAIN ST	82.50
038-190-36-1	309	WHITE OAK LN	82.50
038-190-37-1	308	E BAKER ST	82.50
038-190-38-1	304	E BAKER ST	82.50
038-190-39-1	300	E BAKER ST	82.50
038-190-40-1	220	E BAKER ST	82.50
038-190-41-1	216	E BAKER ST	82.50
038-190-42-1	212	E BAKER ST	82.50
038-190-43-1	208	E BAKER ST	82.50
038-190-44-1	204	E BAKER ST	82.50
038-190-45-1	200	E BAKER ST	82.50
038-190-46-1	201	WHITE OAK LN	82.50
038-190-47-1	205	WHITE OAK LN	82.50
038-190-48-1	209	WHITE OAK LN	82.50
038-190-49-1	213	WHITE OAK LN	82.50
038-190-50-1	217	WHITE OAK LN	82.50
038-190-51-1	221	WHITE OAK LN	82.50
038-190-52-1	225	WHITE OAK LN	82.50
038-190-53-1	301	WHITE OAK LN	82.50
038-190-54-1	305	WHITE OAK LN	82.50
038-190-56-1	408	WHITE OAK LN	82.50
038-201-01-1	220	WILDROSE LN	82.50
038-201-02-1	613	MANZANITA WAY	82.50
038-201-03-1	609	MANZANITA WAY	82.50
038-201-04-1	605	MANZANITA WAY	82.50
038-201-05-1	601	MANZANITA WAY	82.50
038-201-06-1	221	RED BUD LN	82.50
038-201-07-1	225	RED BUD LN	82.50
038-201-08-1	229	RED BUD LN	82.50
038-201-09-1	233	RED BUD LN	82.50
038-201-10-1	237	RED BUD LN	82.50
038-201-11-1	241	RED BUD LN	82.50
038-201-12-1	245	RED BUD LN	82.50
038-201-13-1	249	RED BUD LN	82.50
038-201-14-1	248	WILDROSE LN	82.50
038-201-15-1	244	WILDROSE LN	82.50
038-201-16-1	240	WILDROSE LN	82.50
038-201-17-1	236	WILDROSE LN	82.50

APN		Situs Address	Charge
038-201-18-1	232	WILDROSE LN	82.50
038-201-19-1	228	WILDROSE LN	82.50
038-201-20-1	224	WILDROSE LN	82.50
038-202-01-1	600	MANZANITA WAY	82.50
038-202-02-1	604	MANZANITA WAY	82.50
038-202-03-1	608	MANZANITA WAY	82.50
038-202-04-1	612	MANZANITA WAY	82.50
038-202-05-1	208	WILDROSE LN	82.50
038-202-06-1	204	WILDROSE LN	82.50
038-202-07-1	200	WILDROSE LN	82.50
038-202-08-1	196	WILDROSE LN	82.50
038-202-09-1	605	CREEKSIDE WAY	82.50
038-202-10-1	601	CREEKSIDE WAY	82.50
038-202-11-1	197	RED BUD LN	82.50
038-202-12-1	201	RED BUD LN	82.50
038-202-13-1	205	RED BUD LN	82.50
038-202-14-1	209	RED BUD LN	82.50
038-203-01-1	245	WILDROSE LN	82.50
038-203-02-1	241	WILDROSE LN	82.50
038-203-03-1	237	WILDROSE LN	82.50
038-203-04-1	233	WILDROSE LN	82.50
038-203-05-1	229	WILDROSE LN	82.50
038-203-06-1	225	WILDROSE LN	82.50
038-203-07-1	221	WILDROSE LN	82.50
038-203-08-1	217	WILDROSE LN	82.50
038-203-09-1	213	WILDROSE LN	82.50
038-203-10-1	209	WILDROSE LN	82.50
038-203-11-1	205	WILDROSE LN	82.50
038-203-12-1	201	WILDROSE LN	82.50
038-203-13-1	197	WILDROSE LN	82.50
038-203-14-1	193	WILDROSE LN	82.50
038-203-15-1	616	CREEKSIDE WAY	82.50
038-203-16-1	612	CREEKSIDE WAY	82.50
038-203-17-1	608	CREEKSIDE WAY	82.50
038-203-19-1		RED BUD LN	82.50
038-203-20-1	512	CREEKSIDE WAY	82.50
038-203-21-1	508	CREEKSIDE WAY	82.50
038-203-22-1	504	CREEKSIDE WAY	82.50
038-203-23-1	500	CREEKSIDE WAY	82.50
038-204-01-1	513	CREEKSIDE WAY	82.50
038-204-02-1	509	CREEKSIDE WAY	82.50
038-204-03-1	505	CREEKSIDE WAY	82.50
038-204-04-1	501	CREEKSIDE WAY	82.50
038-204-05-1	205	MAPLE LN	82.50
038-204-06-1	204	RED BUD LN	82.50
038-204-07-1	208	RED BUD LN	82.50
038-204-08-1	209	MAPLE LN	82.50
038-204-09-1	500	MANZANITA WAY	82.50
038-204-10-1	504	MANZANITA WAY	82.50
038-204-11-1	508	MANZANITA WAY	82.50
038-204-12-1	512	MANZANITA WAY	82.50
038-205-01-1	220	RED BUD LN	82.50
038-205-02-1	224	RED BUD LN	82.50
038-205-03-1	228	RED BUD LN	82.50
038-205-04-1	232	RED BUD LN	82.50
038-205-05-1	236	RED BUD LN	82.50
038-205-06-1	240	RED BUD LN	82.50
038-205-07-1	244	RED BUD LN	82.50
038-205-09-1	246	MAPLE LN	82.50
038-205-10-1	241	MAPLE LN	82.50
038-205-11-1	237	MAPLE LN	82.50

APN		Situs Address	Charge
038-205-12-1	233	MAPLE LN	82.50
038-205-13-1	229	MAPLE LN	82.50
038-205-14-1	225	MAPLE LN	82.50
038-205-15-1	221	MAPLE LN	82.50
038-205-16-1	501	MANZANITA WAY	82.50
038-205-17-1	505	MANZANITA WAY	82.50
038-205-18-1	509	MANZANITA WAY	82.50
038-205-19-1	513	MANZANITA WAY	82.50
038-210-01-1		E MAIN ST	82.50
038-210-02-1		E MAIN ST	82.50
038-210-04-1		E MAIN ST	82.50
038-210-05-1		E MAIN ST	82.50
038-210-06-1		E MAIN ST	82.50
038-210-07-1		E MAIN ST	82.50
038-210-08-1		E MAIN ST	82.50
038-210-09-1		E MAIN ST	82.50
038-210-10-1		E MAIN ST	82.50
038-210-11-1		E MAIN ST	82.50
038-220-02-1		E MAIN ST	82.50
038-220-03-1		E MAIN ST	82.50
038-220-04-1		E MAIN ST	82.50
038-220-05-1		E MAIN ST	82.50
038-220-06-1		E MAIN ST	82.50
903-460-01-1	803# 47	W GRANT AVE	82.50

**Total Charge**  
**Parcel Count**

**\$189,112.50**  
**2,030.00**



## CITY COUNCIL STAFF REPORT

**TO:** Honorable Mayor and Council Members

**DATE:** June 3, 2008

**THROUGH:** John W. Donlevy, Jr. 

**FROM:** Kate Kelly, Contract Planner 

**SUBJECT:** **Second Reading and Public Hearing to take action on Ordinance 2008-08 to Amend The Anderson Place Development Agreement (APN 003-322-20)**

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**RECOMMENDATION:** Staff recommends that the City Council take the following actions:

- 1) Receive the staff report;
- 2) Conduct Public Hearing;
- 3) Hold Second Reading of Ordinance 2008-08; and
- 4) Adopt Ordinance 2008-08 approving an amendment to the Anderson Place Development Agreement by and between the City of Winters and G Street San Bernardino, LLC, a Nevada limited liability company ("G Street"), and Eva Ilona Brzeski, an individual ("Brzeski") executed on July 5, 2007 to extend the term to December 31, 2016, extend the term of the tentative map to 12/31/2013, address a codification issue, insert standardized clauses, to clarify the project's relationship to the new water well, and affirming that funds designated for the Public Safety Facility shall be repaid to the source which advanced the funds for its construction.

**BACKGROUND:**

Last year, the City Council approved the Anderson Place project and its accompanying Development Agreement (DA) which would result in 28 multi-family residential units and 9 office suites at the project site. Because of the decline in the residential housing market, the applicant has decided to delay development of the residential/office development. As a result, the project timing is no longer consistent with the DA. This is not a circumstance limited to the Anderson Place project. In light of the changed real estate market and economy, the City of Winters is currently processing amendments to DAs active in the City to address timing issues.

Amendments to DAs are provided for under California Government Code Section 65868 and Chapter 15.72.210 of the City of Winters Municipal Code. The following amendments are proposed for the Anderson Place DA:

1. Extend term of DA to 12/31/2016.
2. Correct error in reference to Muni Code.
3. Add standard provision re waivers.
4. Add standard provision re signatures.
5. Add standard provision re severability.
6. Extend life of tentative map to 12/31/2013.
7. Provide developers with discretion when to proceed with development. Development must be completed by 12/31/2016.
8. Change date of valuation of park land from date of recordation of DA to within 6 months of filing of final map, due to the anticipated extended delay.
9. Revise language regarding amount of annuity.
10. Affirmation that funds designated for the Public Safety Facility shall be repaid to the source which advanced the funds for its construction
11. Change CDA obligation due to project delay. (Note: The Community Development Agency is not a party to the DA so cannot be bound by this agreement. Once developers are ready to proceed, they should apply for funding and CDA can evaluate at that time.)
12. Clarify City's intention regarding the new water well and bring requirement into consistency with other approved development projects.

Ordinance 2008-08 was introduced to the City Council at their May 20, 2008 meeting. During that meeting Council requested Section 4.5a regarding funding for the Public Safety Facility be amended to affirm that funds designated for the Public Safety Facility shall be repaid to the source which advanced the funds for its construction. Staff has made that revision to the proposed amendment.

#### **DISCUSSION:**

Staff supports the amendments to the DA. The City and the Applicant entered into the Anderson Place DA, providing for the mixed use development of the property in June 2007. The terms of the DA provided for the final subdivision map to be submitted to the City by December 1, 2007 and the development completed by July 5, 2012. Due to the severe decline in the residential housing market within the last year, the Applicant has deferred development of the Project and would like to pursue, via a CUP, an alternate interim commercial use of the property to provide some economic return until the market resurges.

In order to allow sufficient time for an increase in the residential housing market, staff recommends amending the DA to adjust the timing for the start and completion

of the development. Without these amendments the DA would be in default. The DA provides significant public benefits which staff recommends be preserved. The amendment of the DA will accomplish that goal.

This situation is not unique to the Anderson Place project or even Winters. The development community as a whole is struggling and the City is in the process of amending the multiple development agreements.

This amendment will also allow the City to address a codification issue, insert standardized clauses which were inadvertently neglected in the DA, and to clarify the project's relationship to the new water well.

The Planning Commission considered this request at their April 22, 2008 meeting and is recommending the Council's approval of the proposed DA amendment as presented.

**APPLICABLE REGULATIONS:** This project is subject to several regulations:

- The California Environmental Quality Act (CEQA)
- State Planning and Zoning Law
- City of Winters General Plan
- City of Winters Municipal Code
- City of Winters Zoning Ordinance

**ENVIRONMENTAL ASSESSMENT:** The proposed amendment to the DA for the Anderson Place Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is considered exempt under General Rule exemption 15061(b)(3). Under Section 15061(b)(3) of the CEQA Guidelines, the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and adopted for the Anderson Place project when it was approved in 2007. All foreseeable environmental impacts have been addressed and reduced to a less than significant level by the provisions of IS/MND. The proposed amendment to the DA simply extends the horizon for the commencement and completion of the development, addresses a codification issue, inserts standardized clauses which were inadvertently neglected in the DA, and clarifies the project's relationship to the new water well.

**ATTACHMENTS:**

1. Ordinance No. 2008-08
2. Proposed Amendment to the Anderson Place Development Agreement
3. Anderson Place Development Agreement – recorded July 5, 2007

**CITY OF WINTERS**

**ORDINANCE NO. 2008 - 08**

**AN ORDINANCE OF THE CITY COUNCIL OF THE  
CITY OF WINTERS ADOPTING A FIRST AMENDMENT TO A  
DEVELOPMENT AGREEMENT (ANDERSON PLACE SUBDIVISION)**

The City Council of the City of Winters hereby ordains as follows:

**Section 1: Recitals**

- A. To strengthen the public planning process and encourage private participation in comprehensive planning, the Legislature of the State of California adopted Section 65864 *et seq.*, of the Government Code (“Development Agreement Statute”), which authorizes the City of Winters and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in property subject to a development agreement.
- B. On July 5, 2007, the City of Winters and G Street San Bernardino, LLC, a Nevada limited liability company (“G Street”), and Eva Ilona Brzeski, an individual (“Brzeski”), executed a development agreement (“Development Agreement”) providing for the mixed use development of certain real property commonly referred to as the Anderson Place subdivision (the “Project”) located at 723 Railroad Avenue (APN: 003-322-20) within the boundaries of the City of Winters (the “Property”).
- C. G Street and Brzeski each have a legal interest in the Property and hold fee title as tenants in common.
- D. Due to the recent decline in the residential housing market, G Street and Brzeski desire to defer development of the Project, and in the interim, to pursue an alternate short-term commercial use of the existing structure on the Property.
- E. G Street and Brzeski desire to use the existing structure on the Property to operate a boat and recreational vehicle storage, repair and sales facility pursuant to Conditional Use Permit application 2008-CUP-01.
- F. In furtherance of the Project, and in particular, to allow sufficient time for an increase in the housing market, the City of Winters, G Street, and Brzeski desire to enter into a First Amendment to make certain modifications to the

Development Agreement pursuant to Section 65868 of the Government Code and Chapter 15.72.210 of the City of Winters Municipal Code.

- G. The City of Winters Planning Commission conducted a noticed public hearing on the First Amendment on April 22, 2008, and has recommended the approval of the First Amendment.
- H. The City Council of the City of Winters has given the required notice of its intention to adopt the First Amendment and has conducted public hearings thereon pursuant to Government Code Section 65867.
- I. In accordance with Section 65867.5 of the Government Code, the City Council finds that the provisions of the First Amendment and its purposes are consistent with the goals, policies, standards and land use designations specified in the City's General Plan.
- J. The First Amendment has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

## **Section 2: Approval**

Pursuant to the provisions of Government Code §65864 *et seq.* and Chapter 15.72 of Title 15 of the Winters Municipal Code, the City Council of the City of Winters hereby:

1. Adopts and approves that certain document entitled, "First Amendment to Development Agreement By and Between the City of Winter and G Street San Bernardino, LLC and Eva Ilona Brzeski" relating to the development of the Property commonly know as the "Anderson Place Subdivision" attached hereto as Exhibit A.
2. Authorizes and directs the Mayor to sign the document on behalf of the City after the effective date of this Ordinance and after it has first been signed by the duly authorized representatives of G Street and Brzeski.
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.

## **Section 3. Severability.**

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Winters hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

**Section 4. Effective Date.**

This Ordinance shall be in full force and effect 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall cause this Ordinance to be posted in accordance with 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on May 20, 2008 and was passed and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

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

**FIRST AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF WINTERS  
AND  
G STREET SAN BERNARDINO, LLC AND EVA ILONA BRZESKI  
[ANDERSON PLACE SUBDIVISION]**

**THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "**First Amendment**") is entered into as of June \_\_\_\_\_, 2008 ("**Effective Date**"), by and between the CITY OF WINTERS, a municipal corporation, (the "**City**"), and G STREET SAN BERNARDINO, LLC, a Nevada limited liability company ("**G Street**") and EVA ILONA BRZESKI, an individual ("**Brzeski**"). G Street and Brzeski are collectively referred to herein as the "**Developers**".

**Recitals**

- A. The City and the Developers have heretofore entered into a Development Agreement, executed as of July 5, 2007, (the "**Development Agreement**"), providing for the mixed use development of certain real property commonly referred to as the Anderson Place property (the "**Project**") located within the boundaries of the City of Winters. Capitalized terms used but not defined in this First Amendment shall have the meanings given in the Development Agreement.
- B. G Street and Brzeski each have a legal interest in the Property and hold fee title as tenants in common.
- C. Due to the severe decline in the residential housing market within the last year, Developers desire to defer development of the Project, and in the interim, to pursue an alternate short-term commercial use of the existing structure on the Property.
- D. In furtherance of the Project, and in particular, to allow sufficient time for an increase in the residential housing market, the City and the Developers desire to enter into this First Amendment to make certain modifications to the Development Agreement as set forth herein.
- E. City has given the required notice of its intention to adopt this First Amendment and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this First Amendment and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.
- F. On April 22, 2008, the City of Winters Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of Development Agreement review, recommended approval of this First Amendment. On \_\_\_\_\_, 2008, the City of Winters City Council adopted its Ordinance No. \_\_\_\_\_ approving this First Amendment and authorizing its execution, and that Ordinance ("**Enacting Ordinance**") became effective on \_\_\_\_\_, 2008.

## Agreement

### Section 1. Amendment to Section 2.3, Agreement to be Recorded; Effective Date; Term.

Section 2.3, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. The term of this Agreement shall expire on December 31, 2016, unless extended by mutual consent of the Parties. It may be terminated as provided in Article 5 of the Development Agreement.

### Section 2. Amendment to Section 2.7, Whole Agreement; Conflict with Municipal Code.

Section 2.7, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. The provisions of Title 15, Chapter 15.75 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 3. Addition of Section 2.10, Waivers.

Section 2.10 is added to the Development Agreement and shall read as follows:

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

### Section 4. Addition of Section 2.11, Signatures.

Section 2.11 is added to the Development Agreement and shall read as follows:

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developers and the City. This Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

### Section 5. Addition of Section 2.12, Severability.

Section 2.12 is added to the Development Agreement and shall read as follows:

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the

invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developers from its obligations to indemnify the City under this Agreement.

Section 6. Amendment to Section 3.1, Land Use Entitlements.

Section 3.1, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. Under the provisions of Government Code section 66452.6(a), the term of the Anderson Place Tentative Subdivision Map is extended until December 31, 2013.

Section 7. Amendment to Section 3.6, Commencement of Development.

Section 3.6, paragraphs a. and b., of the Development Agreement are replaced in their entirety and shall read as follows:

The Developers shall have sole discretion to determine when the final map for the Anderson Place Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.

Section 8. Amendment to Section 4.2, 0.52 +/- Acres of Land.

Section 4.2, paragraph e.1, of the Development Agreement is replaced in its entirety and shall read as follows:

1. The land value will be determined by an appraisal made at the Developers' expense. The Developers 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 Developers of its decision. The appraisal shall be presented to the City prior to the recordation of the final map for the Anderson Place Subdivision. 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 within six (6) months of the recordation of the final map for the Anderson Place Subdivision.

Section 9. Amendment to Section 4.3, Advance Funding of Fees for Construction of New Water Well.

Section 4.3, paragraph d. is added to the Development Agreement and shall read as follows:

d. Condition of Approval 33 (Mitigation Measure No. 15) provides that "The City shall issue building permits only after the new water well is in service, and Condition of

Approval 90 provides that "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." This paragraph clarifies the meaning and intent of both of the above Conditions of Approval, by providing that if the City Engineer has determined that an adequate water supply is not available to serve the Anderson Place Subdivision, then the City shall issue building permits only after the new water well is in service. However, if the City Engineer has determined that an adequate water supply is available to serve the Anderson Place Subdivision, then Conditions of Approval 33 and 90 shall not prevent or prohibit the issuance of building permits.

Section 10. Amendment to Section 4.4, Annuity in Lieu of Mello-Roos District.

Section 4.4, paragraph b.1, of the Development Agreement is replaced in its entirety and shall read as follows:

1. At the time of the recordation of the final map for the Anderson Place Subdivision, the City will obtain an updated fiscal impact analysis in order to determine the required amount of the annuity. From the escrow for the sale of each residential unit to a third party, the Developers will pay to the City the amount per residential unit as established by such updated fiscal impact analysis.

Section 11. Amendment to Section 4.5, Payments to Public Safety Facility and Library Fund

Section 4.5, paragraph a of the Development Agreement is replaced in its entirety and shall read as follows:

- 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 the reimbursement of funds advanced to construct the new Public Safety Facility in the City of Winters. The funds shall be repaid to the source which advanced the funds for the construction.

Section 12. Amendment to Section 4.7, Affordable Housing.

Section 4.7 of the Development Agreement is replaced in its entirety and shall read as follows:

The City hereby recommends to the Winters Community Development Agency ("CDA") that the CDA, subject to the availability of funds and subject to the satisfaction by Developers of the conditions set forth in this Section, approve a grant of Two Hundred Thousand Dollars (\$200,000.00) in CDA low and moderate income housing funds to either the Developers or a third party designated by the Developers and acceptable to the City and CDA for the construction of four (4) affordable housing units (comprised of two very low-, one low-, and one moderate-income for-sale affordable housing unit) required for the Project. Prior to the release

of any CDA low and moderate income housing funds, the CDA and the Developers 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, and (2) the Developers or third party designee 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 Affordable Housing Agreement, deed restrictions, promissory notes or deeds of trust.

| Section 13. Force and Effect

The effective date of this First Amendment shall be the date that this First Amendment is signed by the City as written above. Except as modified and amended by this First Amendment, all other provisions of the Development Agreement shall remain unchanged and in full force and effect.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have entered into this First Amendment as of the date first above written.

<b>CITY:</b>	<b>DEVELOPERS:</b>
CITY OF WINTERS  _____ Mayor	G STREET SAN BERNARDINO, LLC a California limited liability company  By: _____ Its: _____
APPROVED AS TO FORM:  _____ JOHN C. WALLACE CITY ATTORNEY	EVA ILONA BRZESKI, an individual  _____ EVA ILONA BRZESKI
ATTEST:  _____ NANCI MILLS CITY CLERK	

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

The City of Winters  
318 First Street  
Winters, California 95694  
Attention: City Manager



Yolo Recorder's Office  
Freddie Oakley, County Recorder  
DOC- 2007-0023896-00

Acct 118-Winters - NC  
Thursday, JUL 05, 2007 08:06:00  
Ttl Pd \$0.00 Nbr-0000717203  
FRT/X6/1-70

No fee for recording pursuant  
to Government Code Section 27383

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(Space Above This Line Reserved For Recorder's Use)

**DEVELOPMENT AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF WINTERS**

**AND**

**G STREET SAN BERNARDINO, LLC AND EVA ILONA BRZESKI**



**A DEVELOPMENT AGREEMENT**  
**BETWEEN THE CITY OF WINTERS AND G STREET SAN**  
**BERNARDINO, LLC AND EVA ILONA BRZESKI 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, and Eva Ilona Brzeski (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)

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[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

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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 Eva Ilona Brzeski and/or their 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

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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."

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**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.

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**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: Jan Brzeski  
Telephone (310) 846-1754  
FAX (310) 626-9748

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**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

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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 3.3, 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.

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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.

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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

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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

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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**

- 36 -

**DEVELOPER  
G STREET SAN BERNARDINO,  
LLC AND EVA ILONA BRZESKI**

By: [Signature]

Its: Developer

Dated: 6/19/07

**CITY OF WINTERS**

By: [Signature] (Harold R. Anderson)  
Acting Mayor

Dated: 7/2/07

Attest: [Signature]  
City Clerk

Approved as to form:

[Signature]  
John Wallace, City Attorney

None  
Attorney for Developer

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Yuba

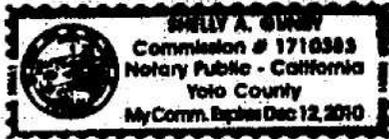
On 6/19/07 before me, Sherry Shirley, Notary Public

personally appeared Eva, Mona Bigeski

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

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

WITNESS my hand and official seal.



Place Notary Seal Above

Sherry Shirley  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer -- Title(s): \_\_\_\_\_
- Partner --  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Yuba

On 7/12/07 before me, Sherry W. Herby, Notary Public

personally appeared WORLD ANDERSON

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

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



Place Notary Seal Above

WITNESS my hand and official seal.  
Sherry W. Herby  
 Signature of Notary Public

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

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Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**LIST OF EXHIBITS**

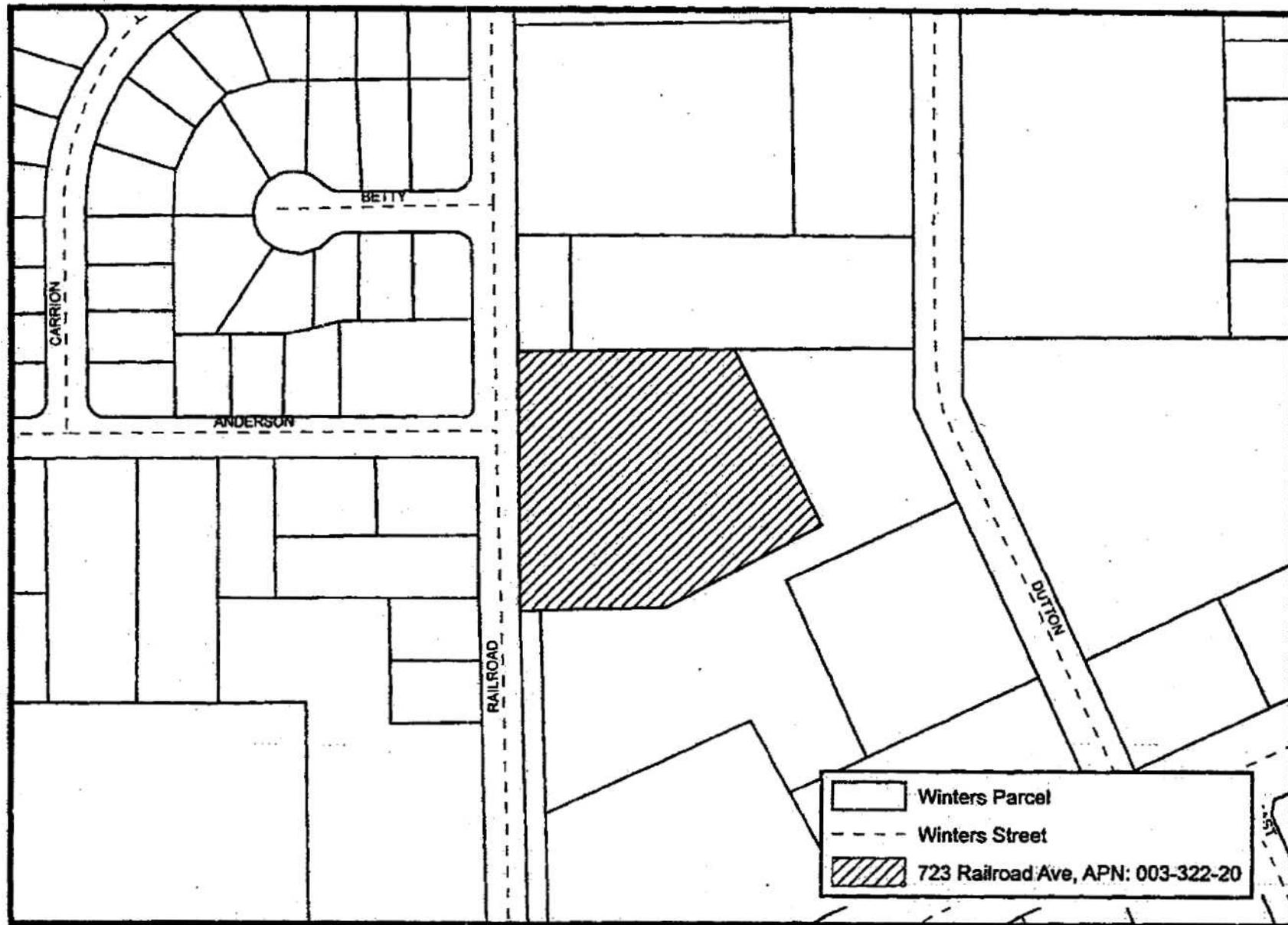
- EXHIBIT A**      **Map of Anderson Place Property**
- EXHIBIT B**      **Legal Description of Anderson Place Property**
- EXHIBIT C**      **Anderson Place Tentative Subdivision Map**
- EXHIBIT D**      **Conditions of Approval, including Mitigation Measures**
- EXHIBIT E**      **School Agreement**

.....

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.

**EXHIBIT A**  
**Map of Anderson Place Property**

# Anderson Place Subdivision Project



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

0 90 180 360 Feet

red by chelis s Com levato spartr

**EXHIBIT B**

**Legal Description of Anderson Place Property**

**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.

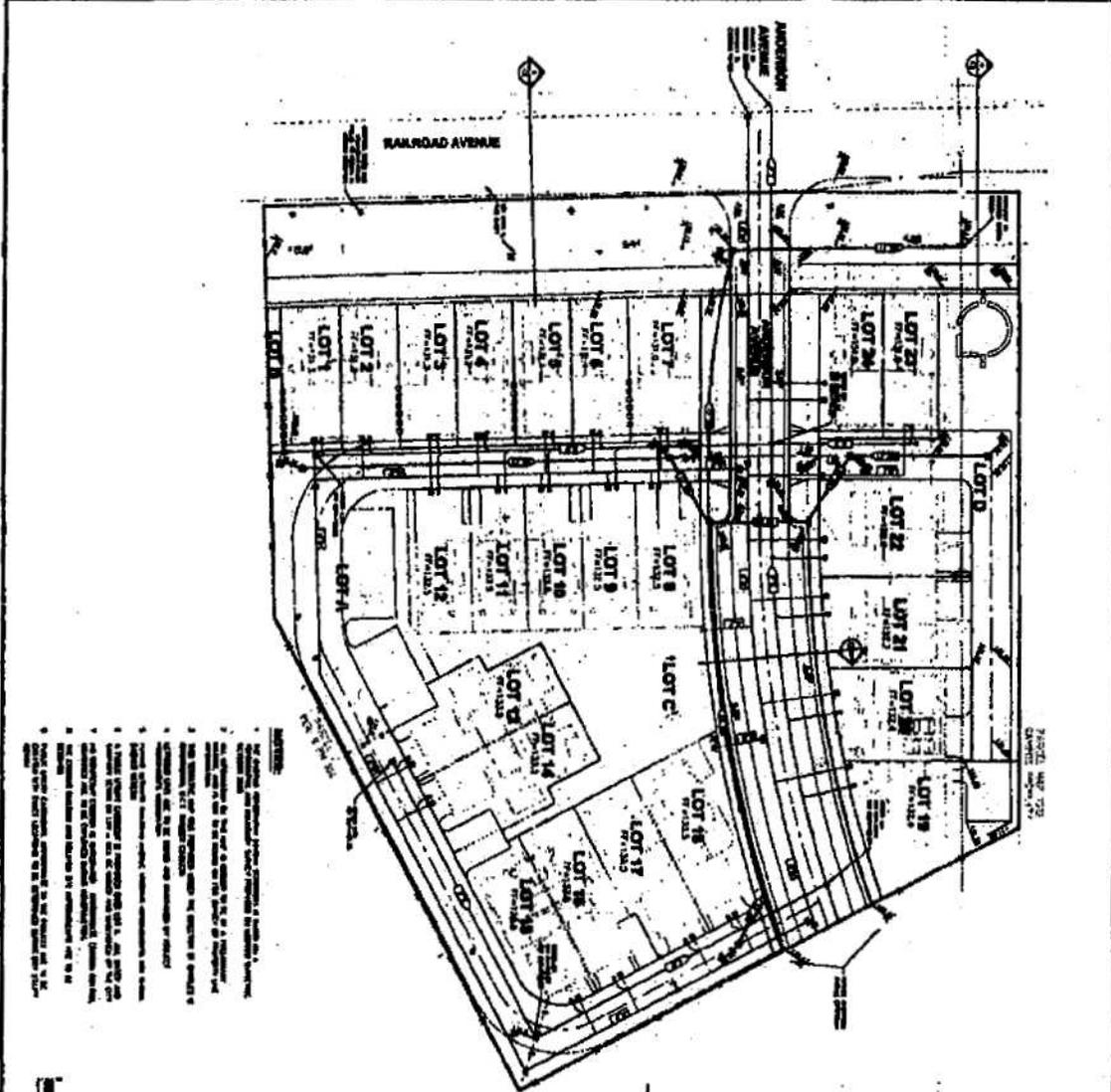
EXCEPTING THEREFROM, FROM AN EASTERLY PORTION OF SAID LAND, ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY SOUTHERN PACIFIC COMPANY, ET AL, IN DEED RECORDED OCTOBER 9, 1945 IN BOOK 225 AT PAGE 170, OFFICIAL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

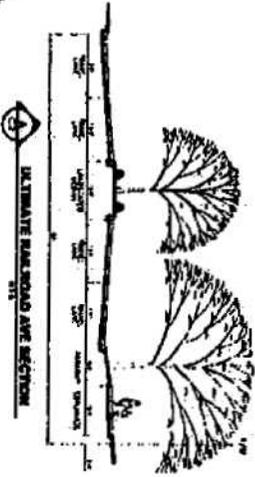
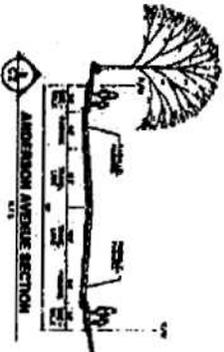
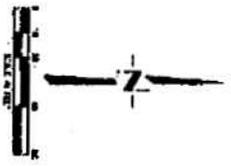
APN: 003-322-20

**EXHIBIT C**  
**Anderson Place Tentative Subdivision Map**





- 1. All utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 2. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 3. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 4. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
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- 6. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 7. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 8. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 9. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.
- 10. The utility easements shown on this map are for the purpose of providing water, sewer, gas, and electric service to the lots shown on this map.



**ANDERSON PLACE**  
**TENTATIVE SUBDIVISION MAP NO. 4898**  
**WATER, SEWER, GRADING AND DRAINAGE PLAN**  
**WINTERS CALIFORNIA**



C. J. ANDERSON  
 ENGINEER  
 12345  
 STATE OF CALIFORNIA

DATE	DESCRIPTION

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

**EXHIBIT D**

**Conditions of Approval, including Mitigation Measures**

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

## **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 Improvement 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**  
**School Agreement**

When Recorded, Return to:

Winters Joint Unified School District  
909 West Grant Avenue  
Winters, CA 95694

Exempt: Government Code §5103

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

This Memorandum of Mutual Benefit Agreement is entered into on this 13<sup>th</sup> day of June, 2007, by and between Winters Joint Unified School District, of Yolo County, California, body politic, with an office at 909 West Grant Avenue, Winters, California, (hereinafter referred to as "District"), and Eva I. Brzeski and G Street San Bernardino, LLC, ("Developer") the owner and developer of certain real property hereinafter referred to as the Anderson Place Parcel (Yolo County Assessor's Parcel No. 003-322-20-31) and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1. District and Developer entered into a Mutual Benefit Agreement ("Agreement") on the 13<sup>th</sup> day of June, 2007, for the purpose of reaching an agreement covering developer-mitigation impact fees necessitated by the expected impact on the District by the proposed construction and occupancy occurring on, in or about the property described on Exhibit "A." All of the foregoing is set forth in the Agreement.
2. The Term of the Agreement is indefinite with no termination date.
3. The Property which is the subject of the Agreement is described in Exhibit "A" attached hereto.
4. The duties, promises and covenants set forth in the Agreement are binding upon and inure to the benefit of the parties and their heirs, successors, assigns and personal representatives and shall constitute covenants which shall run with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Mutual Benefit Agreement as of the day and year first above written.

Winters Joint Unified School District

By: [Signature]  
Name: Dale J. Mitchell  
Title: Superintendent

Eva I Brzeski and G Street  
San Bernardino, LLC

By: [Signature]  
Name: Eva I Brzeski  
Title: N.A.

-1-

By: [Signature]  
Name: Jan B. Brzeski  
Title: Managing Member  
G Street San Bernardino, LLC

MEMORANDUM OF MUTUAL BENEFIT AGREEMENT

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State of California  
County of Orange

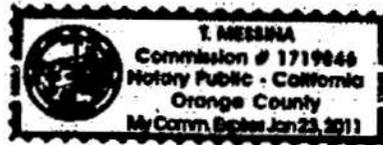
On June 13, 2007, before me, T. Messina, Notary Public,  
Notary Public, personally appeared Jan B. Brzeski,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. Messina  
Notary Public

(SEAL)

My commission expired: 1/23/11



State of California  
County of MARIN

On JUNE 14, 2007, before me, SUSAN DUPUIS,  
Notary Public, personally appeared EVA I. BRZESKI,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan Dupuis  
Notary Public

(SEAL)

My commission expired: 3-11-09



MEMORANDUM OF MUTUAL BENEFIT AGREEMENT

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State of California  
County of Yolo

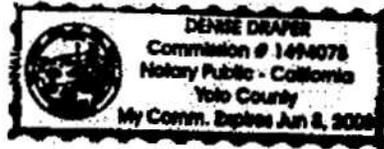
On June 20, 2007, before me, Denise Draper,  
Notary Public, personally appeared Dale J. Mitchell,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Denise Draper  
Notary Public

(SEAL)

My commission expired: June 8, 2008



State of California  
County of \_\_\_\_\_

On \_\_\_\_\_, before me, \_\_\_\_\_,  
Notary Public, personally appeared \_\_\_\_\_,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument and acknowledged to me that he executed the  
same in his authorized capacity, and that by his signature on the instrument, the person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

\_\_\_\_\_  
Notary Public

(SEAL)

My commission expired: \_\_\_\_\_

**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 13<sup>th</sup> day of June, 2007, by and between

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

whose address is  
6151 W. Century Blvd., Suite 300  
Los Angeles, CA 90045

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 No. 003-322-20-31) (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 1 A 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  
6151 W. Century Blvd., Suite 300  
Los Angeles, CA 90045  
Attn: Eva Brzeski

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.

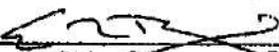
18. This Agreement shall be governed and construed in accordance with the laws of the State of California.

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: Dale J. Mitchell  
Title: Superintendent

By:   
Name: Eva I. Brzeski  
Title: NA

By: Jan B. Brzeski  
Name: Jan B. Brzeski  
Title: Managing Member  
G Street San Bernardino, LLC

## **EXHIBIT A-1**

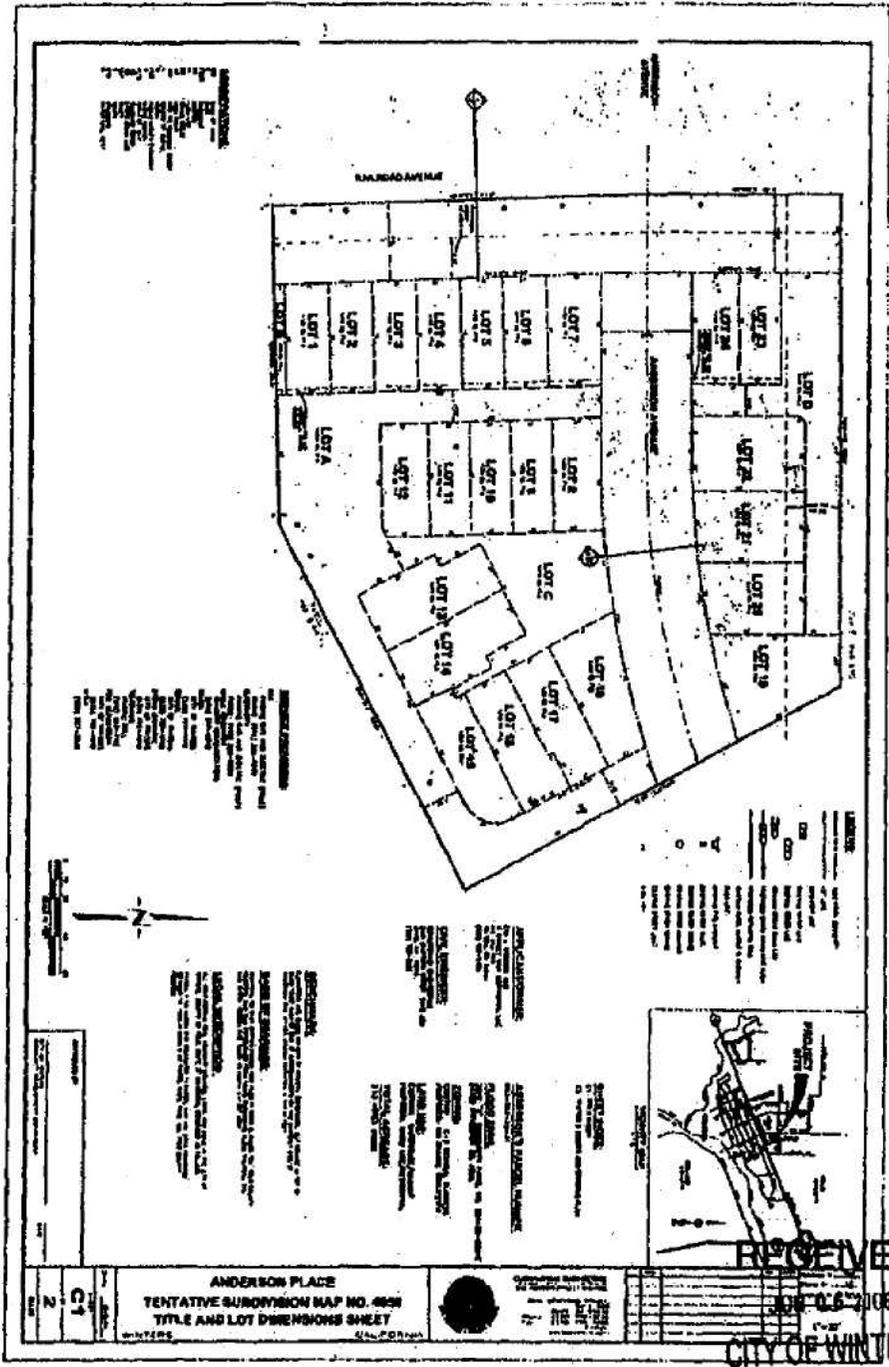
Real property in the City of Winters, County of Yolo, State of California, described as follows:

**PARCEL 1, AS SHOWN AND DELINEATED ON PARCEL MAP NO. 3763, RECORDED OCTOBER 19, 1990 IN BLOCK 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**



RECEIVED  
 JUN 06 2006  
 CITY OF WINTERS

EXHIBIT A-2



**CITY COUNCIL STAFF REPORT**  
**June 3, 2008**

**TO:** Honorable Mayor and Councilmembers  
**THROUGH:** John W. Donlevy, Jr. – City Manager   
**FROM:** Jeff Fisher, Contract Planner  
**SUBJECT:** Second Reading and Adoption of Ordinance 2008-09, a City Initiated Zoning Code Text Amendment to Exclude Rotary Park From the Requirements of Zoning Code Section 17.96.030.

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**RECOMMENDATION:** Staff recommends that the City Council take the following actions: (1) Receive the staff report; (2) Second Reading of Ordinance 2008-9, a Zoning Code Text Amendment which would exclude Rotary Park from the requirements of Zoning Code Section 17.96.030 which requires "on-sale liquor establishments" to be located a minimum distance of 200 feet from public parks; (3) Adoption of Ordinance 2008-09.

**BACKGROUND:** The Community Development Department has been in discussions with a private party who has expressed interest in operating a micro-brewery in the Central Business District (CBD) of downtown Winters. The potential brewery site is located at 9 East Main Street, (APN 003-224-04). This site is located approximately 142 feet from Rotary Park. Rotary Park is located on East Main Street, between Railroad Avenue and Elliott Street (APN 003-222-24).

Staff supports the possibility of such a business in the CBD for a variety of reasons. However, since no application for a use permit to allow a brewery has been filed with the city, neither this staff report nor the subsequent public hearing are intended to discuss or make recommendations regarding the proposed brewery or any other businesses which may express interest in operating in the CBD in the future. A result of the amendment would permit a private party to submit an application for a use permit to operate a brewery or some other "on-sale liquor establishment" in the Central Business District.

The Planning Commission at its April 22, 2008 meeting voted 4-0 to recommend approval of the Zoning Code Text Amendment. Two Commissioners were recused from the hearing due to a conflict of interest. There was no public testimony given during the hearing and there is no known public opposition to the proposed Zoning Code text amendment.

The City Council at its May 20, 2008 meeting, introduced and made the first reading of the proposed ordinance. The public hearing on the proposed ordinance was also held on this date.

**DISCUSSION:** Upon review of the Zoning Code, staff determined that a brewery at this site would not be permitted due to its proximity to Rotary Park. According to Zoning Code Section 17.96.030, "on-sale liquor establishments" in the Central Business District (CBD) are not permitted to operate within a distance of 200 feet from a public park. The Zoning Code Section is as follows:

*"No on-sale liquor establishments shall be maintained within five hundred (500) feet such consideration points as schools (public and private); established churches or other places of worship; hospitals, clinics, or other health care facilities; public parks and playgrounds and other similar uses, except that veterans' clubs, fraternal organizations and bona fide restaurants may be closer than five hundred (500) feet from one another or any of the reference points. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route intended and available for public passage to other such establishments, or to the nearest property line of any above referenced consideration points. The separation requirement shall be reduced to two hundred (200) feet for operations located within the central business district."*

It is staff's interpretation that the intent of this Zoning Code section and its separation requirement was to keep children from being exposed to alcoholic beverages. However, it is also staff's interpretation that Rotary Park is not a "park" in the traditional sense of the term. Unfortunately, the Zoning Code does not contain an official definition of a park in its "Introductory Provisions and Definitions" Section (Chapter 17.04). That being said, staff believes that Rotary Park should not be considered a "park" in that there are no facilities (play structures, ball fields, etc.) specifically intended for and utilized by children, as are seen in the city's other traditional parks. Rotary Park is primarily used for concerts, festivals, weddings, and other civic events, many of which are supplemented with alcoholic beverage vendors. There are no amenities at Rotary Park which can be considered as attractions for children. Staff believes that the uses of Rotary Park are more consistent with those of a public square or city plaza than those of a park.

Furthermore, there is an existing "on-sale liquor establishment" located directly across Railroad Avenue from Rotary Park. Although that bar is considered a "legal, non-conforming use", it is located within the required 200 feet separation area denoted in the Zoning Code. Therefore, there is precedent for "on-sale liquor establishments" in the immediate vicinity of Rotary Park. The Community Development Department has not received any evidence that there is a direct correlation between the proximity of such establishments to Rotary Park and children's exposure to alcoholic beverages.

Staff also believes that this particular Zoning Code section restricts new business opportunities in the downtown area and is inconsistent with the Goals and Policies of the General Plan, specifically General Plan Policy I.D.3. which states:

*"The City's first priority for new commercial development shall be the Central Business District."*

For these reasons, staff recommends that Zoning Code Section 17.96.030 be amended to exclude Rotary Park from the separation requirement as reflected in the proposed revision as follows:

*"No on-sale liquor establishments shall be authorized or maintained within five hundred (500) feet of sensitive uses. Sensitive uses includes schools (public or private); established churches or places of worship; hospitals, clinics, or other health care facilities; public parks, playgrounds or other park or recreational uses; or another on-sale liquor establishment. The separation requirement between on-sale liquor establishments and a sensitive use shall be reduced to two hundred (200) feet within the central business district. For the purposes of this section, distance shall be measured from the nearest entrance used by patrons of such establishments along the shortest route intended and available for public passage to the entrance of other such establishments, or to the nearest property line of any of the other sensitive use. Veterans' clubs, fraternal organizations and restaurants are excluded from the separation requirement of this section. The separation requirement shall not be applicable to Rotary Park and Rotary Park is expressly excluded from the definition of a sensitive use."*

#### **REQUIRED ACTIONS:**

Two actions are required by the City Council to process the city initiated Zoning Code Text Amendment:

1. Confirmation of CEQA exemption finding – General Rule Exemption Section 15061[b](3).
2. Confirmation of the findings for a Zoning Code Text Amendment and adoption of the city initiated Zoning Code Text Amendment.

#### **APPLICABLE REGULATIONS:**

This project is subject to the following regulations:

- The California Environmental Quality Act (CEQA)
- State of California Planning and Zoning Law
- City of Winters General Plan
- City of Winters Zoning Ordinance

**PROJECT NOTIFICATION:** Public notice advertising for the public hearing on this project was prepared by the Community Development Department's Administrative Assistant in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. Two methods of public notice were used: a legal notice was published in the Winters Express on Thursday, May 8, 2008, and notices were mailed to all property owners who own real property within 300 feet of the project boundaries at least 10 days prior to the May 20, 2008 City Council hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Monday, May 5, 2008.

**ENVIRONMENTAL ASSESSMENT:** The Zoning Code Text Amendment has been reviewed in accordance with the California Environmental Quality Act (CEQA) is considered categorically exempt under CEQA Guidelines General Rule Exemption Section 15061[b](3).

**CEQA Findings:**

1. The project qualifies for an exemption from the provisions of CEQA, General Rule Exemption Section 15061[b](3) in that the proposed Zoning Code Text Amendment allows for continued operation of existing businesses and “on-sale liquor establishments” will be subject to a conditional use permit and CEQA review will occur on a project by project basis.
2. The City Council has considered comments received on the project during the public review process.
3. The exemption finding reflects the independent judgment and analysis of the City of Winters.
4. The City Council hereby confirms a General Rule Exemption - Section 15061[b](3) for the City of Winters Zoning Code Amendment.

**Zoning Code Text Amendment Findings:**

1. The proposed Zoning Code Text Amendment is generally consistent with the goals, policies, and objectives of the General Plan in that no conflicts have been identified.
2. The proposed Zoning Code Text Amendment will not adversely affect surrounding properties in that there is an existing “on-sale liquor establishment” within 200 feet from Rotary Park. Therefore, there is precedent for “on-sale liquor establishments” in the immediate vicinity of Rotary Park. The Community Development Department has not received any evidence that there is a direct correlation between the proximity of such establishments to Rotary Park and children’s exposure to alcoholic beverages.
3. The proposed Zoning Code Text Amendment will not be detrimental to public health, safety, and the general welfare and serves the goals and purposes of the Zoning Code.

**STAFF RECOMMENDATION**

Staff recommends approval of the project by making an affirmative motion as follows:

**MOVE THAT THE WINTERS CITY COUNCIL ADOPT THE ZONING CODE TEXT AMENDMENT BASED ON THE IDENTIFIED FINDINGS OF FACT AND BY TAKING THE FOLLOWING ACTIONS:**

- Confirmation of exemption from the provisions of CEQA.
- Confirmation of Zoning Code Text Amendment findings.

**ALTERNATIVES:**

The City Council can elect to modify any aspect of the approval or to deny the city-initiated Zoning Code Text Amendment. If the City Council chooses to deny the request, the Council would need to submit findings for the official record that would illustrate the reasoning behind the decision to deny the request.

**ATTACHMENTS:**

1. City Council Ordinance No. 2008-09
2. Public Hearing Notice (published and mailed copies)

**ORDINANCE NO. 2008-09**

**AN ORDINANCE OF THE CITY OF WINTERS  
AMENDING CHAPTER 17.96 OF THE ZONING CODE  
PERTAINING TO REQUIREMENTS FOR ON-SALE LIQUOR ESTABLISHMENTS**

The City Council of the City of Winters hereby ordains as follows:

**SECTION 1. Recitals.**

- A. Section 17.96.030(a) of the City of Winters Zoning Code provides that “on-sale liquor establishments” must be separated by a minimum distance of 200 feet from certain consideration points, such as public parks, while operating within the City’s Central Business District.
- B. City staff recommended amending Section 17.96.030(a) of the Zoning Code to exclude Rotary Park, which is located within the City’s Central Business District, from the minimum 200 foot separation requirement.
- C. The City of Winters Planning Commission conducted a noticed public hearing on this amendment to Zoning Code Section 17.96.030(a) on April 22, 2008, and has recommended approval of the amendment.
- A. The City Council of the City of Winters has given the required notice of its intention to adopt this amendment to Zoning Code Section 17.96.030(a) and conducted a public hearing thereon on May 20, 2008.
- D. The proposed amendment to Section 17.96.030(a) of the Zoning Code is consistent with the goals, policies, and objectives of the City of Winters General Plan.
- E. The proposed amendment to Section 17.96.030(a) has been reviewed in accordance with the California Environmental Quality Act (“CEQA”) and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 2. Zoning Code Amendment.**

Section 17.96.030(A) of the City of Winters Zoning Code is hereby amended to read as follows:

No on-sale liquor establishments shall be authorized or maintained within five hundred (500) feet of sensitive uses. Sensitive uses includes schools (public or private); established churches or places of worship; hospitals, clinics, or other health care facilities; public parks, playgrounds or other park or recreational uses; or another on-sale liquor establishment. The separation requirement between on-sale liquor establishments and a sensitive use shall be reduced to two hundred (200) feet within the central business district. For the purposes of this section, distance shall be measured from the nearest entrance used by patrons of such establishments along the shortest route intended and available for public passage to the entrance of other such establishments, or to the nearest property line of any of the other sensitive use. Veterans’ clubs,

fraternal organizations and restaurants are excluded from the separation requirement of this section. The separation requirement shall not be applicable to Rotary Park and Rotary Park is expressly excluded from the definition of a sensitive use.

**SECTION 3. Effective Date.**

This Ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall cause this Ordinance to be published and posted in accordance with 36933 of the Government Code of the State of California.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on May 20, 2008, and was passed and adopted at a regular meeting of the City Council held on June 3, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

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



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** May 22, 2008  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** John C. Wallace, City Attorney  
**SUBJECT:** June 3<sup>rd</sup> Agenda – Hemenway Street Sidewalk/Trees

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**BACKGROUND:** Mayor Fridae asked at Tuesday night's City Council meeting that the issue of tree removal and the sidewalk construction on Hemenway be placed on the June 3<sup>rd</sup> for reconsideration.

**ANALYSIS:** Robert's Rules of Order governs our City Council meeting procedures. Reconsideration is not available, since that motion must occur at or immediately following its passage. A motion to rescind the prior approval of the sidewalk construction can be made, so long as action on the prior approval does not make the motion inappropriate.

**RECOMMENDATION:** If the issue is to be brought back, it should be in the form of a motion to rescind the prior approval of the sidewalk construction. I recommend further a staff summary on the process thus far, and the impact of any further review on the grant process.

**FISCAL IMPACT:** To be determined by staff.