



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, August 20, 2013  
6:30 p.m.

**AGENDA (pp 1-4)**

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Bruce Guelden*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS**

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

### CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Council support and may be enacted by the City Council in one motion in the form listed below. There will be no separate discussion of these items. However, before the City Council votes on the motion to adopt, members of the City Council, staff, or the public may request that specific items be removed from the Consent Calendar for separate discussion and action. Items(s) removed will be discussed later in the meeting as time permits.

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, August 6, 2013 *(pp 5-10)*
- B. Wastewater Services Monthly Update *(pp 11-16)*
- C. AT&T Cell Tower Lease Proposal *(pp 17-22)*
- D. Request for Budget Adjustment for Street Improvements *(pp 23)*
- E. Street Closure Request by Berryessa Gap Winery for the Annual Tempranillo Festival (TempFest), to be held on Saturday, September 7, 2013 *(pp 24-26)*
- F. Purchase of Mobile Database Terminals (MDT'S) by the Winters Police Department *(pp 27-28)*

### DISCUSSION ITEMS

- 1. Public Hearing, Certification of Negative Declaration and Adoption of Resolution 2013-26 Finalizing and Approving the Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project *(pp 29-149)*
- 2. Ordinance 2013-01, an Ordinance of the City of Winters, Approving a Second Amendment to the Development Agreement for the Hudson Ogando Subdivision Development *(pp 150-183)*
- 3. Ordinance 2013-02, an Ordinance of the City of Winters, Approving a Second Amendment to the Development Agreement for the Callahan Estates Subdivision Development *(pp 184-218)*
- 4. 2013 Water and Sewer Rate Increase *(pp 219-227)*
- 5. Yolo County Animal Services Contract *(pp 228-235)*
- 6. Yolo Natural Heritage Program and the Habitat Conservation Plan *(pp 236-237)*
- 7. Committee Appointment Process (No Backup)

8. Resolution 2013-27, a Resolution of the City Council of the City of Winters Approving the Assignment and Second Amendment to the Purchase and Sale Agreement with Cross Development (pp 238-245)
9. Resolution 2013-28, a Resolution of the City Council of the City of Winters Approving the Assignment and Second Amendment to the Purchase and Sale Agreement with Yolo Federal Credit Union (pp 246-253)

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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

1. Resolution SA-2013-05, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the Successor Agency and Cross Development (See City Council Discussion Item #8 - pp 238-245)
2. Resolution SA-2013-06, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Approving the Real Property Purchase and Sale Agreement and Joint Escrow Instructions by and Between the Successor Agency and Yolo Federal Credit Union (See City Council Discussion Item #9 – pp 246-253)
3. Resolution SA-2013-04, a Resolution of the Successor Agency to the Dissolved Winters Community Development Agency Adopting a Property Management Plan (pp 254-283)
4. Resolution SA-2013-07, a Resolution of the Successor Agency to the Dissolved Winters Community Development Approving ROPS 13-14B for the period January 1, 2014 through June 30, 2014 (pp 284-292)

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CITY MANAGER REPORT

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 20, 2013 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 August 15, 2013, and made available to the public during normal business hours.

*Nanci G. Mills by Tracy Jensen*  
Nanci G. Mills, City Clerk

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

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*Winters Library – 708 Railroad Avenue*

*City Hall – Finance Office - 318 First Street*

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Wednesday at 10:00 a.m.

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



**Minutes of the Winters City Council Meeting  
Held on August 6, 2013**

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:30 p.m.

**Present:** Council Members Harold Anderson, Wade Cowan, Woody Fridae, Bruce Guelden and Mayor Cecilia Aguiar-Curry.

**Absent:** None

**Staff:** City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Economic Development/Housing Programs Manager Dan Maguire, Director of Financial Management Shelly Gunby, Public Works Superintendent Eric Lucero, Associate Elliot Landes and Management Analysts Mary Jo Rodolfa and Tracy Jensen.

Kathy Cowan led the Pledge of Allegiance.

**Approval of Agenda:** Council Member Fridae made the request to move Council/Staff Comments to the end of the agenda and made the motion to approve the agenda with this change. Motion was seconded by Council Member Cowan and was approved unanimously by Council.

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS:** None

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 16, 2013
- B. Parade Permit Application Submitted by David & Melissa Borges
- C. Resolution 2013-25 Confirming Delinquent Utility Bills

- D. Consultant Services Agreement with Fraser & Associates for Hotel Fiscal Analysis
- E. Consultant Services Agreement with Consero Solutions for Project Management Services

City Manager Donlevy gave an overview. Council Member Anderson requested Council vote on Item D separately and recused himself from this item due to a possible conflict of interest.

Motion by Council Member Fridae to approve Consent Items A,B,C, and E, second by Council Member Guelden. Motion carried unanimously.

Motion by Council Member Fridae to approve Consent Item D, second by Council Member Cowan. Motion carried 4-0-1, with Council Member Anderson abstaining.

## **PRESENTATIONS**

Mayor Aguiar-Curry presented a Plaque of Appreciation to Joe Tramontana and thanked him for his 16 years of service as a Planning Commissioner for the City of Winters.

## **DISCUSSION ITEMS**

### **1. Bellevue North 250 LLC Annexation – Workshop**

City Manager Donlevy gave a brief overview and introduced Jeff Roberts, planner for Granville Homes. Council Member Fridae thanked Jeff for approaching the project in a listening mode and gathering information during the process, followed by Mayor Aguiar-Curry's brief explanation of the LAFCO process.

Sally Brown, 24 E. Main Street, thanked Mayor Aguiar-Curry for explaining the LAFCO process and thanked Jeff for planning to have public meetings throughout the process. Sally wants to keep the small town charm, which won't happen with 1,000 new homes.

Jeff Tenpas, 24 E. Main Street, voiced his concerns about current housing needs.

Susan Hamilton, 27070 Co. Rd. 87, urged the City Council to reconsider the proposed annexation. Their 30-year ag well, as well as their neighbor's well, have been pumping sand since the trees were planted near their property. Air and water are limited resources.

Brandy Wingard, 28056 Walnut Lane, said her property will be landlocked during the annexation process and is experiencing similar well situations as the Hamilton's, although their well is at 350 feet. Ms. Wingard is also concerned about the possibility of flooding due to the groundwork being done around their property.

Jeff Roberts said fresh environmental work is needed before the 200 acres can be annexed and it will take awhile to move the process along. Mayor Aguiar-Curry said LAFCO doesn't want an island sitting out there and will want continuity in zoning and sphere of influence. Jeff Roberts confirmed with the Council that they will contact the landowners with well issues. This topic will be brought back to Council at a future date.

**2. Public Hearing and Second Amendment to the Previously Approved Development Agreement for Development of the Property Commonly Known as the Hudson-Ogando Property**

City Manager Donlevy gave an overview.

Mayor Aguiar-Curry opened the public hearing at 7:47 p.m. Jeff Tenpas, 24 E. Main Street, said the housing market has turned around and he is concerned with phasing and inclusionary housing. Mayor Aguiar-Curry closed the public hearing at 7:52 p.m.

Motion by Council Member Cowan to approve staff recommendation to re-affirm the previously certified and approved CEQA clearance for the Hudson Ogando Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution NO. 2005-56) adopted on November 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and approve the second amendment to the previously approved Development Agreement for development of the property commonly known as the Hudson-Ogando property between the City of Winters and Turning Point Acquisitions V, LLC is being proposed, pursuant to G.C. sections 65864 through 65869.5 in order to extend the term of the agreement, amend the phasing, affordable housing and park obligation requirements, and change certain public improvement obligations; and introduce an Ordinance of the City of Winters approving a second amendment to the development agreement for the Hudson Ogando Subdivision Development dated May 26, 2006, between the City of Winters and Winters Investors, LLC, to extend the term of the development agreement for additional years, approve assignment of the agreement, remove funding requirements for facilities that have been built, and modify language

concerning park costs. Motion seconded by Council Member Fridae. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

**3. Public Hearing and Second Amendment to the Previously Approved Development Agreement for Development of the Property Commonly Known as Callahan Estates**

Mayor Aguiar-Curry opened the public hearing at 7:59 p.m. and closed the public hearing at 7:59 p.m. with no public comments. Motion by Council Member Cowan to approve staff recommendation to re-affirm the previously certified and approved CEQA clearance for the Callahan Estates in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution NO. 2005-08) adopted on April 5, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and approve the second amendment to the previously approved Development Agreement for development of the property commonly known as the Callahan Estates property between the City of Winters and Turning Point Acquisitions V, LLC pursuant to G.C. sections 65864 through 65869.5 in order to extend the term of the agreement, amend the phasing, affordable housing and park obligation requirements, and change certain public improvement obligations; and introduce an Ordinance of the City of Winters approving a second amendment to the development agreement for the Callahan Estates Subdivision Development dated June 3, 2005, between the City of Winters and Winters Investors, LLC, to extend the term of the development agreement for additional years, approve assignment of the agreement, remove funding requirements for facilities that have been built, and modify language concerning park costs. Motion seconded by Council Member Anderson. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Guelden, Mayor Aguiar-Curry  
NOES: None  
ABSENT: None  
ABSTAIN: None

**4. Appointment of City Park Rehabilitation Committee to Study and Provide Input on Recommended Improvements for the Rehabilitation of City Park**

Management Analyst Mary Jo Rodolfa gave an overview, indicating there were 11 community members that had applied to become committee members. Mayor Aguiar-Curry suggested that all applicants be appointed to the City Park Rehabilitation Committee. Council Members Cowan and Guelden said they would sit on the committee as primary and alternate committee members, respectively. Planning Commissioner Patrick Riley agreed to be the Planning Commission representative.

Motion by Council Member Fridae to appoint all eleven applicants, Planning Commissioner Patrick Riley, and Council Members Cowan and Guelden to the City Park Rehabilitation Committee. Motion seconded by Council Member Cowan. Council Member Anderson confirmed the City Park Rehabilitation Committee will be an ad-hoc committee. Motion carried unanimously.

**5. Membership to the Yolo Natural Heritage Program Joint Powers Authority**

City Manager Donlevy gave an overview. Following a lengthy discussion, City Manager Donlevy said he would bring back a statement for the Joint Powers Authority.

Motion by Council Member Fridae, who recommended moving forward to a second draft and to summarize and forward the City's concerns to the JPA. Motion seconded by Council Member Guelden. Motion carried unanimously.

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**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

1.

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**CITY MANAGER REPORT:** The groundbreaking ceremony for the bridge has been scheduled for Thursday, September 5<sup>th</sup> @ 3pm. Walnut Park is under construction, with G.D. Nielson as the contractor. Diann Nielson is the CEO and we processed our first change orders that actually reduced the cost by \$6,000! There will be a meeting on Thursday morning, August 8<sup>th</sup> at the Public Safety Facility regarding canyon rescues with several concerned groups in the area,

including Napa and Solano counties, Bureau of Reclamation, UC Davis, and Winters Fire. There was a meeting yesterday at the Public Safety Facility with Cal EMA to set policies for schools and cities regarding active shooters. After the first of the year, the City will have a full table top exercise with the school district. It was a good night regarding the second amendments to the development agreements, which has taken over two years.

**ADJOURNMENT:** Mayor Aguiar-Curry adjourned the meeting at 9:10 p.m.

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Cecilia Aguiar-Curry, MAYOR

**ATTEST:**

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Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Carol Scianna, Environmental Services Manager *CS*  
**SUBJECT:** Wastewater Services Monthly

**RECOMMENDATION:** Receive Wastewater Services Monthly Report for July from Severn Trent Services.

**BACKGROUND:** As part of the new contract with Severn Trent Services formerly, Southwest Water, Inc., their staff is presenting a monthly services report. The report contains details regarding daily rounds tasks, Call Outs responded to, ongoing and completed projects and safety meetings.

**FISCAL IMPACT:** None

**DAILY LOG:**

- 7/01/13 Rounds and readings per checklist. Cleaned Headworks and wash down wet well. Pumping standing water from clarifier. Irrigating No. Spray Field. Took Hydro-Jetter to MME in Sacramento for new hose install and PM service. Tilling So. Spray Field. UC Davis onsite to setup for UV disinfection testing. No. Field water cannon repairs.
- 7/02/13 Rounds and readings per checklist. Cleaned Headworks. So. Field irrigation on. Calibrate pH/DO meter and took weekly pond readings, collected Influent/effluent compliance samples including monthly Standard Minerals/Standard Metals sample, and performed Settleable Solids test. Adjusted CL pumps to run at 40% stroke due to higher amount of organics in water. BACTI sample collected: CL2 residual 7.8 ppm. STS compliance reporting conference call. Working on invoices and pumping standing water from clarifier. UC Davis onsite collecting UV disinfection samples from Storage Pond #1. Rotated discharge to No. Spray Field. Generator rounds.
- 7/03/13 Rounds and readings per checklist. Cleaned Headworks. Switched irrigation to South Spray Field. Working on Monthly Log Report. Tilling So. Spray Field. City Staff meeting.
- 7/04/13 Rounds and readings per checklist. Cleaned Headworks.
- 7/05/13 Rounds and readings per checklist. Cleaned Headworks. Changed flow charts at ERV and East St. lift stations. Cutting grass at East St. lift station. Reviewing Spartan Tool and Honda Generator manuals.
- 7/06/13 Rounds and readings per checklist. Cleaned Headworks.
- 7/07/13 Rounds and readings per checklist. Cleaned Headworks. Had to adjust lead and lag pump stop levels to 3.0 feet at East St. lift station due to ultrasonic level sensor not reading water level correctly.
- 7/08/13 Rounds and readings per checklist. Cleaned Headworks. Vac-Con truck onsite to begin City sewer line cleaning. Began No. Field irrigation with Pump #1. Working on Monthly Log and Action reports. Kathy Stone and Jim Keating meeting with Carol Scianna regarding City Pretreatment Program. Switched irrigation to So. Field in pm; Pump #2. Adjusted gate valve at main pump station to discharge from Storage Pond #1. Tractor repairs. Working on SOP for El Rio Villa lift station.

- 7/09/13 Rounds and readings per checklist. Cleaned Headworks. Irrigation to No. Spray Field. Calibrate pH/DO meter and took weekly pond readings, collected influent/effluent compliance samples, and performed Settleable Solids test. BACTI sample collected: CL2 residual 8.5 ppm. Sewer Cleaner onsite training conducted by Spartan Tool. City sewer line cleaning. Generator rounds.
- 7/10/13 Rounds and readings per checklist. Cleaned Headworks. Rotated No. Field Irrigation lines and began discharge; Pump #1. City Staff meeting. Picked up new trailer for emergency response from Sac. Valley Trailer in Sacramento. Completed June SMR. City sewer line cleaning.
- 7/11/13 Rounds and readings per checklist. Cleaned Headworks. Began irrigation to No. Spray Field and later rotated lines and switched irrigation to South Spray Field in pm; Pump #2. City sewer line cleaning. Cleaning at El Rio Villa and Walnut Ln. lift stations. Rodded lateral lines at 422 Abbey St. and 117 Baker St. Placed new locks on East St. yard gates. Weed abatement at Ponds areas.
- 7/12/13 Rounds and readings per checklist. Washed down Headworks. Weed abatement at Aeration Ponds areas. No. Field irrigation in am and switched to So. Field irrigation in pm. Monthly Compliance reports. Applied STS decals to trailer and facility building.
- 7/13/13 Rounds and readings per checklist. Cleaned Headworks.
- 7/14/13 Rounds and readings per checklist. Cleaned Headworks.
- 7/15/13 Rounds and readings per checklist. Cleaned Headworks. Rotated No. Spray Field lines and began irrigation. Algae bloom in Polishing Pond. SMR review.
- 7/16/13 Rounds and readings per checklist. Cleaned Headworks. Rotated No. Spray Field lines and began discharge. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. Raised CL pump stroke on pumps 1 & 2 to 55% due to high level of organics in Storage Pond #2. BACTI sample collected - CL2 residual at 4.9 ppm. SMR to City and working on invoices. Switched irrigation to So. Field in pm. Walnut Ln. pump #1 repaired and delivered to East St yard. City Council meeting: June Monthly Summary. STS Process Specialist onsite working on Antero CMMS system.

- 7/17/13 Rounds and readings per checklist. Cleaned Headworks. Pacific Power onsite for annual generator load bank testing. City Staff meeting. Rotated lines and began irrigation to So. Field. City OIT's working on biosolids removal at Aeration Pond #1. STS Process Specialist onsite working on Antero CMMS system. Picked up serviced Hydro-Jetter from MME in Sacramento.
- 7/18/13 Rounds and readings per checklist. Cleaned Headworks. Rotated No. Field lines and began discharge. Changed flow chart recorder pen at ERV lift station. Antero CMMS orientation/training conference call. Switched irrigation to So. Spray Field in pm.
- 7/19/13 Rounds and readings per checklist. Cleaned Headworks and wash down wet well. Switched irrigation to No. Field and rotated lines. Storage Pond #2 now empty and taken offline; discharging only from Storage Pond #1. Adjusted CL pumps 1 & 2 down to 40% stroke. Working on July SMR and invoices. Weed abatement in Ponds areas and So. Field. Exorcising So. Field irrigation valves. Working on July Monthly Log Report.
- 7/20/13 Rounds and readings per checklist. Cleaned Headworks.  
CALL OUT: 412 Baker St. - lateral.
- 7/21/13 Rounds and readings per checklist. Cleaned Headworks.  
CALL OUT: 1123 Grant Ave. - lateral.
- 7/22/13 Rounds and readings per checklist. Cleaned Headworks. Vac-Con truck onsite for El Rio Villa sewer line cleaning. No. Field irrigation; Pump #1. Ponds area weed abatement. So. Spray Field line repairs. Rotated No. Field lines. Working on Invoices. Switched irrigation to So. Field in pm. CALL OUT: 703 Valley Oak Dr. - lateral.
- 7/23/13 Rounds and readings per checklist. Cleaned Headworks. Vac-Con truck onsite for El Rio Villa sewer line cleaning. Switched irrigation to No. Field; Pump #1. Relocated Hydro-Jetter to CL shed for chlorine delivery: 1662 gals. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. BACTI sample collected - CL2 residual at 4.7 ppm. Switched irrigation to So. Field in pm. Working on July SMR. Relocated soil ripper to Ponds area.
- 7/24/13 Rounds and readings per checklist. Cleaned Headworks. Water line broke at East St. yard overnight; repairs complete by 1 pm. No. irrigation on, and working on No. irrigation system repairs. Flygt onsite to install repaired Pump #1 at Walnut Ln. and brought back online. Tractor repairs.

- 7/25/13 Rounds and readings per checklist. Cleaned Headworks. No. irrigation on. Cutting weeds around lines 1 & 2 in So. Field. East St. yard work and weed abatement. No. irrigation system line repairs. Relocated Hydro-Jetter back to East St. yard.
- 7/26/13 Rounds and readings per checklist. Wash down Headworks. Changed flow charts. Began irrigation to No. Spray Field. Working on No. irrigation system repairs. Set Walnut Ln. lift station pumps to Auto/Alternate. Mowing in the So. Spray Field.  
CALL OUT: SCADA pump alarms at Walnut Ln and Carter Ranch.
- 7/27/13 Rounds and readings per checklist. Wash down Headworks. Changed flow chart recorder pen at East St.
- 7/28/13 Rounds and readings per checklist. Cleaned Headworks.
- 7/29/13 Rounds and readings per checklist. Cleaned Headworks. Began No. Field Irrigation and rotated lines. Troubleshooting Pump #1 issue at Walnut Lane lift station; same alarm issue as before and will have Flygt come back out to resolve. Carter Ranch pump issue was because a previous alarm was not acknowledged at the panel and was reactivated due to the alarm at Walnut Ln. Pump #1 fault at Lift Station #5, reset by main power switch. No SCADA alarm. Weed abatement at Storage Pond #4. Cutting grass in So. Spray Field.
- 7/30/13 Rounds and readings per checklist. Cleaned Headworks. Began So. Field irrigation; Pump #2. Calibrate pH/DO meter and took weekly pond readings, influent/effluent compliance samples, and Settleable Solids test. BACTI sample collected - CL2 residual at 8.5 ppm. Adjusted down CL pump #1 stroke to 60%. Lift Station #5 Pump #1 fault again. No SCADA alarm; cannot reset pump and will have to pull to inspect. Noticed and influent spike in the last three days of >.8 MGD (July avg. is .623 MGD); will investigate. PG&E onsite to disconnect power to inside East St. meter. JBN Electric onsite to connect power transfer to East St. transformer. Mowing grass in No. Field. Generator rounds.
- 7/31/13 Rounds and readings per checklist. Cleaned Headworks. Adjusted down CL pump stroke: Pump #1 to 50% and Pump #2 to 40%. Began irrigation to No. Spray Field. City Staff meeting. Pulled Lift Station #5 Pump #1 to de-rag, could not completely resolve issue and will need Flygt assistance to take pump apart. Repaired and replaced flail mower blades. Transferred irrigation to So. Field in pm. Installed new printer and dealing with AT&T regarding disruption of internet connection. Created process control and rounds sheets for August.

**SPILLS AND UNAUTHORIZED DISCHARGES:** None

**CALL OUTS (4):**

7/20/13      412 Baker Street - Lateral  
7/21/13      1123 Grant Avenue - Lateral (roots)  
7/22/13      703 Valley Oak Drive - Lateral (roots)  
7/26/13      SCADA pump alarms: Carter Ranch & Lift Station #5

**Projects Completed:**

- Annual City sewer line cleaning and El Rio Villa sewer line cleaning
- Service and hose replacement on Hydro-Jetter
- Annual PM and load bank testing of Emergency Backup Generator
- Purchase of Emergency Response Trailer

**August 2013 Goals:**

- Complete removal of biosolids in Aeration Pond #1
- Begin removal of biosolids in Aeration Pond #3
- Lift Station #5 SOP
- Marking of sampling point locations at Ponds

Respectively submitted,

Jim Keating  
Project Manager  
Severn Trent Services



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Elliot Landes, Associate  
**SUBJECT:** AT&T Cell Tower Lease Proposal

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**RECOMMENDATIONS:** Staff recommends not altering the lease currently in place.

**BACKGROUND:**

AT&T Mobility, through its agent, MD7, would like to reduce its cost for cell tower leases by making offers to lease holders that reduce rents in return for longer lease assurances.

The City entered into a contract with Sacramento Cellular Telephone Company on behalf of Cellular One December 28. This contract allowed the installation and use of a cellular tower located near the Waste Water Treatment Facility near the intersection of Rd, 32A and Rd. 88. This was an eight year lease with two five year extensions.

The lease was extended to a new 60 month term starting May 1, 2011, with three automatic 60 month extensions. The monthly rent was increased to \$1,200 as part of this extension, with a ten percent increase per term starting May 1, 2016. We are currently in the third year of the first term of this extension.

The lease allows AT&T to terminate its lease with 60 days written notice, "if the Premises are or become unacceptable under Tenant's design or engineering specifications for its Antenna Facilities or the communications system to which the Antenna Facilities belong."

MD7 is offering two options:

1) A seven year guarantee of \$73,130 for 84 months, which is \$10,300 per year rent, with a 5% increase in five years. If the current lease stays in effect, the City will earn \$102,240 over 84 months.

2) A lump sum of \$122,000 for a 35 year easement. If the current lease stays in effect, The City will earn \$586,225 over 35 years.

**Pro:**

in a time when technology changes frequently, it is possible to imagine a cellular phone company closing towers to cut rent costs, particularly if the company can maintain coverage using new approaches, such as more powerful and more remote transmitters, or micro-transmitters on roofs and poles. Either of the above MD7 offers would assure longer-term guarantees.

**Con:**

It is reasonable to assume that AT&T will need to maintain its current tower to continue good coverage in the area, unlike in more densely populated areas where there are more alternative possible arrangements.

**ATTACHED: Two letters of offer from MD7.**

**FISCAL IMPACTS: None at this time.**



July 30, 2013

City of Winters  
318 First Street  
Winters, CA 95694

Re: Communications Facility located at ROAD 88 AND ROAD 32A, WINTERS, CA 95694

Contract #: 73366 FA#: 10090431

Dear Landlord,

As you are aware, AT&T Mobility (“AT&T”) has partnered with Md7 to work with you to facilitate certain modifications to the cell site lease on your property. These modifications will allow AT&T to meet current business requirements and enhance your site’s value to the network.

**Changes in the Wireless Industry**

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying greater services and better coverage than ever before, operating costs continue to escalate. As a result, the wireless industry is also focusing on operating networks as efficiently as possible.

**Eliminating Risk and Increasing Value**

AT&T is addressing this shift by reviewing its cell site portfolio. AT&T has partnered with Md7 to offer selected landlords like you the opportunity to minimize the business risks associated with industry uncertainties and to increase the value of your cell site lease.

**Criteria for Cellular Site Retention/Rent Guarantee Period**

AT&T is willing to offer the following option to secure a longer-term lease with you:

- **\$10,300.00** per year, commencing **November 1, 2013**
- **5%** rent increase every 5 years, commencing **November 1, 2018**
- Extend the life of the lease with up to 5 renewal terms (1 term is equal to 5 years).

AT&T will modify its termination rights under the lease to guarantee your rental income in the amount of **\$73,130.00** for the next **84** months.

Current Amount of Guaranteed Rent (with terms of the current lease, **Section 10**): **\$ 0.00**



July 30, 2013

City of Winters  
318 First Street  
Winters, CA 95694

Re: Communications Facility located at ROAD 88 AND ROAD 32A, WINTERS, CA 95694

Contract #: 73366 FA#: 10090431

Dear Landlord,

Thank you for speaking with me earlier today. As we discussed, AT&T Mobility ("AT&T") has partnered with Md7 in order to offer a pre-payment of rent for the cell site lease on your property. *By taking a pre-payment, you will eliminate all monetary risk associated with network consolidation, while allowing AT&T to meet current business requirements and enhance your site's value to the network.*

#### **Changes in the Wireless Industry**

Recent industry developments are changing how wireless telecommunications carriers operate. In the past, carriers focused on rapidly building out their networks in order to provide the best coverage. Today, while consumers are enjoying expanded services and better coverage than ever before, operating costs are continuing to trend upward. As a result, the wireless carriers are compelled to operate their networks with greater efficiency.

#### **Eliminating Risk**

AT&T has partnered with Md7 to offer landlords the opportunity to minimize the business risks associated with industry changes through a pre-payment of rent. By accepting a pre-payment, you will obtain a guaranteed amount of money for the site up front, regardless of what happens in the future, and AT&T will achieve the savings it desires.

#### **Criteria for Cell Site Retention**

Md7, at the behest of AT&T, structures its prepayments through the acquisition of an easement over the AT&T leased premises. ***This is not a land purchase and there is no transfer of deed or title.*** The proposed easement will cover only leased space with respect to the AT&T Communications Facility. *The options proposed below are based on your current, non-guaranteed rent.*

#### **Single Payment Option:**

Purchase price of **\$122,000.00** paid in-full at closing, in exchange for a 35 Year Easement

After having reviewed the above option, **please contact me prior to August 13, 2013.** AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. Thank you for your consideration.

Sincerely,

#### **Pele Lithyovong**

Md7 | Lease Consultant  
o (858) 926-3903  
f (858) 408-3391  
plithyovong@md7.com

#### **Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer, Area Manager Real Estate Transaction, AT&T Mobility 

**In order to maintain its long-term flexibility, AT&T will also require the following lease provisions to address future technological and network changes:**

■ **Expansion of Permitted Use**

"Lessee, its personnel, invitees, contractors, agents or assigns may use the Premises, at no additional cost or expense, for the transmission and reception of any and all communications signals and to modify, supplement, replace, upgrade, expand, including but not limited to the number and type(s) of antennas, or refurbish the equipment and/or improvements thereon, or relocate the same within the Premises at any time during the term of this Lease for any reason, or in order to be in compliance with any current or future federal, state or local mandated application, including but not limited to emergency 911 communication services or for any other reason. Lessor shall reasonably cooperate in obtaining governmental and other use permits or approvals necessary or desirable for the foregoing permitted use. If Lessor does not comply with the terms of this section, in addition to any other rights it may have at law, Lessee may terminate this Lease and shall have no further liability to Lessor. If Lessor does not comply with the terms of this section, Lessee will have the right to exercise any and all rights available to it under law and equity, including the right to cure Lessor's default and to deduct the costs of such cure from any monies due to Lessor from Lessee."

■ **Expansion of the Premises**

"Landlord grants Tenant the right, to the extent practicable and on a space available basis, to enlarge the premises or to make space available on the property for Tenant so that Tenant or its authorized sub lessees may implement any necessary modifications, supplements, replacements, refurbishments, or expansions to the Communication Facility or to any equipment related thereto, or for any other reasons, as determined by Tenant in its sole discretion. Should Tenant exercise the right to expand the Premises, Tenant will pay and Landlord will accept as additional Rent under the Lease an amount equal to the then current rent calculated on a per square foot basis as multiplied by each additional square foot added to the Premises. Upon notice to Landlord, a description and/or depiction of the modified Premises ground will become part of the Lease without any additional action on the part of Tenant and Landlord; however, at the request of Tenant, the parties will execute a Memorandum of Lease in recordable form memorializing the modification of the ground space of Landlord's Property, which either party may record at its option."

■ **Rental Stream Offer**

"If at any time after the date of this Amendment, Landlord receives a bona fide written offer from a third party or receives a modified written offer from a third party seeking an assignment of the rental stream associated with this Agreement ("**Rental Stream Offer**"), Landlord shall immediately furnish Tenant with a copy of the Rental Stream Offer. Tenant shall have the right within ninety (90) days after it receives such copy and representation to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. If Tenant chooses not to exercise this right of first refusal or fails to provide written notice to Landlord within the ninety (90) day period, Landlord may assign the rental stream pursuant to the Rental Stream Offer, subject to the terms of this Agreement. If Landlord attempts to assign or transfer rent payments without complying with this Section, the assignment or transfer shall be void, Tenant shall not be responsible for any failure to make payments under this Agreement and reserves the right to hold payments due under this Agreement until Landlord complies with this Section."

- Removal/Restoration

"In addition to the terms set forth in the Lease, Lessor agrees that the Communications Facility and any related equipment brought to the Premises by Lessee, its agents, contractors, predecessors-in-interest or sublessees, shall be and remain Lessee's personal property or the personal property of its sublessee(s), as the case may be. Lessor waives any and all rights it may have, including any rights it may have in its capacity as Lessor under the Lease to assert any liens, encumbrances or adverse claims, statutory or otherwise, related to or in connection with the Communications Facility or any portion thereof. Lessee, in its sole discretion, may remove the Communications Facility or any portion of the Communications Facility at any time during the Term of the Lease, without notice to Lessor and without Lessor's consent. Notwithstanding any terms to contrary, Lessee will not be responsible for the replacement of any trees, shrubs or other vegetation, nor will Lessee be required to remove from the Premises or the Property any foundations or underground utilities. Lessee, may, in its sole discretion, transfer any improvements or alterations to the Premises to Lessor at any time during the Term of the Agreement without notice to the Lessor and without the Lessor's consent."

This letter of understanding is subject in all respects to the preparation, execution and delivery of a definitive amendment in form and substance mutually agreeable to each of us. This letter will not be legally binding between us with respect to the proposed business relationship, but instead serves as a statement of our mutual intent to work toward entering into such an amendment.

AT&T values its affiliation with you and hopes to continue a long and mutually profitable relationship in the years to come. After having reviewed these options, **please contact me prior to August 13, 2013**. Thank you for your consideration.

Sincerely,

**Pele Lithyovong**

Md7 | Lease Consultant  
10590 West Ocean Air Dr.  
San Diego, CA 92130  
o (858) 926-3903  
f (858) 408-3391  
plithyovong@md7.com

**Authorized Agent for AT&T Mobility**

cc: Gregory D. Ohmer  
*Area Manager Real Estate Transaction, AT&T Mobility*





CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Council Members  
**DATE:** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Eric Lucero, Public Works Superintendent  
**SUBJECT:** Street Maintenance agreement with Vintage Paving

---

**RECOMMENDATION:**

1. Approve street maintenance agreement with Vintage Paving for an amount of no more than \$44,000.
2. Approve a budget adjustment in the amount of \$44,000 to be funded by the Gas Tax Fund, account 221-57311-660.

**BACKGROUND:**

Last fiscal year the council approved a \$40,000 budget adjustment for the use of gas tax funds to do specific road improvements in the city. Two of the three locations were repaired with those funds. (Orchard Lane cul-de-sac and a small section on Baker Street). Peach Place was the other street on the list. The condition of the street is becoming a safety hazard. It needs to be grinded out and repaved just like the last two. The street is about 180 feet long with a cul-de-sac at the end. Vintage Paving is the only contractor that has an application on file with the City.

The Gas Tax Fund has funding available.

**FISCAL IMPACT**

Expenditure of \$44,000 of Gas Tax Fund 221-57311-660



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Nanci G. Mills, Director of Administrative Services  
**SUBJECT:** Street Closure for Tempranillo Festival

---

**RECOMMENDATION:**

Approve the closure of Main Street between Railroad Avenue and the mid-block crosswalk to allow for the Tempranillo Festival, scheduled for Saturday, September 7, 2013 from 4:00 p.m. to 9:00 p.m., sponsored by Berryessa Gap and Rootstock.

**BACKGROUND:**

Linda Hinds of Rootstock has requested the closure of Main Street between Railroad Avenue and the mid-block crosswalk for the date and time specified above.

Ms. Hinds has notified the Main Street business owners located within this area of the requested closure date. She has provided the names and signatures of those business owners who have acknowledged and agreed to these requests. She has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad and Main/First intersections.

As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

**FISCAL IMPACT:** TBD (signage, barricade placement)



**City of Winters Request for Street Closure**

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

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

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

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

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

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

Name: Corn Armstrong Organization: Berryessa Group

Address: 15 Main St Mailing Address: \_\_\_\_\_

Telephone: 530 795 3201 Today's Date: 8/8/13

Streets Requested: Main Street From Railroad to Crosswalk

Date of Street Closure: 9/7/13 Time of Street Closure: 4-9

Description of Activity: live music @ Rootstock, food on the street, dining tables and chairs

Services Requested of City: \_\_\_\_\_

**APPROVED:** \_\_\_\_\_ **Police Department** \_\_\_\_\_ **Public Works Department**





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Sergio Gutierrez, Chief of Police *SG*  
**SUBJECT:** Purchase Mobile Database Terminals - MDTs

---

**RECOMMENDATIONS**

Staff is recommending the approval of (1) award the contract to Dell, (2) purchase of the Dell Latitude E6430 ATG [Mobile Database Terminals- MDT] for all Winters Police patrol vehicles, and one Winters Fire Vehicle and (3) authorize the expenditures in the amount of \$38,833.00

**BACKGROUND:**

The police department currently has aged laptops that are at least five [5] years old and older installed in the patrol fleet. The hardware in these laptops is too old and cannot support the programs that are needed to operate with the new computer aided dispatch systems from our dispatch center. Additionally, our older systems have old modems and inoperable global positioning systems [GPS] to track our patrol vehicles.

In order to be compatible with the new CAD system, the police department needs to upgrade all of our [MDTs]. According to our research, the Dell Latitude E6430 ATG meets our needs to function and appears to be the most cost effective.

Staff has discussed the funding source to pay for this project with the Finance Director. She confirmed funding would come from the Auto Theft Deterrent Fund to pay for the project for the Police Department in the amount of \$33,833 and funding for the Fire Department Computer and installation would be from the Equipment Replacement Fund.

It is recommended that Dell be awarded the contract. The quote is currently \$30,705.31 for the purchase of the MDTs. The total budget request is \$38,833, which includes \$2,952 for upgrade in software, \$2,100 for installation to be performed by the department's installer, and a 10% contingency.

**ALTERNATIVES:**  
None by this action

**FISCAL IMPACTS:**

Up to \$33,833 paid out of the Auto-Theft Deterrent Fund for the Police Department Equipment.

Up to \$5,000 paid out of the Equipment Replacement Fund for the Fire Department Equipment.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE:** August 20, 2013

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

**FROM:** Alan Mitchell, Civil Engineer  
Mary Jo Rodolfa, Management Analyst

**SUBJECT:** Public Hearing, Certification of Negative Declaration and Adoption of Resolution 2013-26 Finalizing and Approving the Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project

---

**RECOMMENDATIONS:** Staff recommends that the City Council take the following action:

1. Conduct a Public Hearing;
2. Certify that the City Council has determined that the Negative Declaration is the appropriate level of environmental review under CEQA; and
3. Adopt Resolution 2013-26 finalizing and approving the Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project

**BACKGROUND:** The City has identified the replacement of the Railroad Avenue Bridge at Dry Slough (22C-0114) as a project consistent with the City's General Plan. Additionally the bridge replacement project is listed in Amendment #2 to the 2011-2014 Metropolitan Transportation Improvement Program (SACOG, 2011) and is included in the City of Winters Capital Improvement Plan.

Constructed in 1920, the existing Railroad Avenue Bridge at Dry Slough is narrow (approximately 23' wide) and exhibits advanced deterioration and undermining of the foundation. Caltrans has given the bridge a sufficiency rating of 2.0 with a status of "Structurally Deficient." The low rating qualifies the bridge for replacement under the federal-aid Highway Bridge Program (HBP).

The proposed replacement bridge will be approximately 47' in length and 35'4" wide, with two 12' wide traffic lanes and two 4' wide shoulders. Bridge construction is planned

for the spring of 2014.

**ENVIRONMENTAL REVIEW:** The initial study for the project was prepared by Sycamore Environmental Consultants, Inc. in compliance with the California Environmental Quality Act (CEQA) Guidelines. The Initial Study/Negative Declaration was publicly circulated on July 3, 2013 for a 30 day comment period ending on August 2, 2013 (Attachment A).

The City received a comment letter from the Central Valley Regional Water Quality Control Board (RWQCB) providing general information of the Board's responsibilities (Attachment B). Sycamore Environmental reviewed the letter from RWQCB and determined that no project specific comments are contained in the letter and therefore no response is necessary and no revision to the draft IS/ND or errata is required (Attachment C).

Resolution 2013-26, Finalizing and Approving the Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project is recommended for adoption by the City Council and is included as Attachment D.

**ATTACHMENTS:**

- A. Initial Study/Negative Declaration – Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project
- B. Central Valley Regional Water Quality Control Board correspondence dated July 29, 2013
- C. Sycamore Environmental Consultants, Inc. correspondence dated August 7, 2013
- D. Resolution 2013-26 Finalizing and Approving the Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project

**City of Winters  
Department of Public Works**

**INITIAL STUDY/ NEGATIVE DECLARATION**

***Railroad Avenue Bridge at Dry Slough (22C-0114)  
Replacement Project***

***July 2013***

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## PROJECT INFORMATION

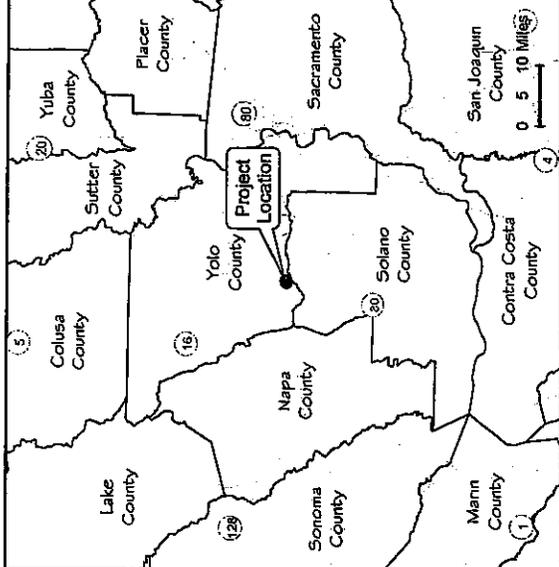
1. **Project title:** Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project
2. **Lead agency name and address:** City of Winters Department of Public Works  
318 First Street  
Winters, CA 95694
3. **Contact person and phone number:** Alan Mitchell  
City Engineer  
City of Winters Department of Public Works  
530- 668-5883  
Alan.Mitchell@ponticelloinc.com  
  
John Donlevy  
City Manager  
530-795-4910  
John.donlevy@cityofwinters.org
4. **Project location:** The 2 ac project area is located along Railroad Avenue in a rural setting on the north side of the City of Winters, approximately 0.77 mi north of State Route 128 (Figure 1, Figure 2). Railroad Avenue is called County Road 89 outside the City limits. Railroad Avenue runs north/south and parallels an abandoned railroad line. The Project area is located on the Winters USGS topographic quad (T8N, R1W, Sections 15 and 16) and is in the Lower Sacramento hydrologic unit (hydrologic unit code 18020163). Its centroid is 38.535966° north, 121.970983° west (WGS84) and its UTM coordinates (Zone 10 N) are 589,685 m East; 4,265,786 m North. The Project occurs in a rural agricultural area. The Project area is bound by agricultural fields on all sides. Elevation in the project area is approximately 130-135 ft above sea level.
5. **Project sponsor's name and address:** Same as lead agency.
6. **General Plan designation:** The majority of the project area is ROW of Railroad Avenue. The General Plan designations of land adjacent to the project area on both sides of Railroad Avenue north of Dry Slough is Open Space. South of Dry Slough it is Low-Density Residential on the west side of Railroad Ave, and Medium/High Density Residential on the east side of Railroad Ave.
7. **Zoning:** The majority of the project area is public ROW of Railroad Avenue. The zoning designation of parcels adjacent to project area is Open Space (O-S) on both sides of the road north of Dry Slough, Single-family residential (R-1) on west side south of Dry Slough, and Multi-family Residential (R-3) on east side south of Dry Slough.
8. **Description of project:** A complete project description is provided below.

**9. Surrounding land uses and setting: See Table 1.**

Table 1. Surrounding land use, zoning, and general plan designation.

<b>Relation to Project</b>	<b>Land Use</b>	<b>Zoning</b>	<b>General Plan Designation</b>
Project Area. Railroad Avenue (north and south)	City arterial street	NA	NA
East	Trees along street, Dry Slough channel south of proposed bridge. Plowed agricultural fields and young orchards	Open Space (O-S) north of Dry Slough; Multi-family Residential (R-3) south of Dry Slough.	Open Space (OS) north of Dry Slough; Med/High Density Residential south of Dry Slough
West	Agricultural drainage ditch north of bridge. Plowed agricultural Fields and young orchards	Open Space (O-S) north of Dry Slough; Single family Residential (R-1) south of Dry Slough	Open Space (OS) north of Dry Slough; Low-density Residential south of Dry Slough

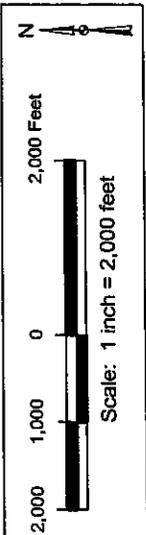
**10. Other public agencies whose approval is required:** Caltrans, as the Federal Highway Administration designee, will review and approve the project pursuant to the National Environmental Policy Act (NEPA). Permits needed for this project include a Clean Water Act (CWA) Section 404 Nationwide 14 (Linear Transportation) permit, a Section 401 of the CWA Water Quality Certification and a Phase II National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW, formerly the Department of Fish and Game (DFG)).



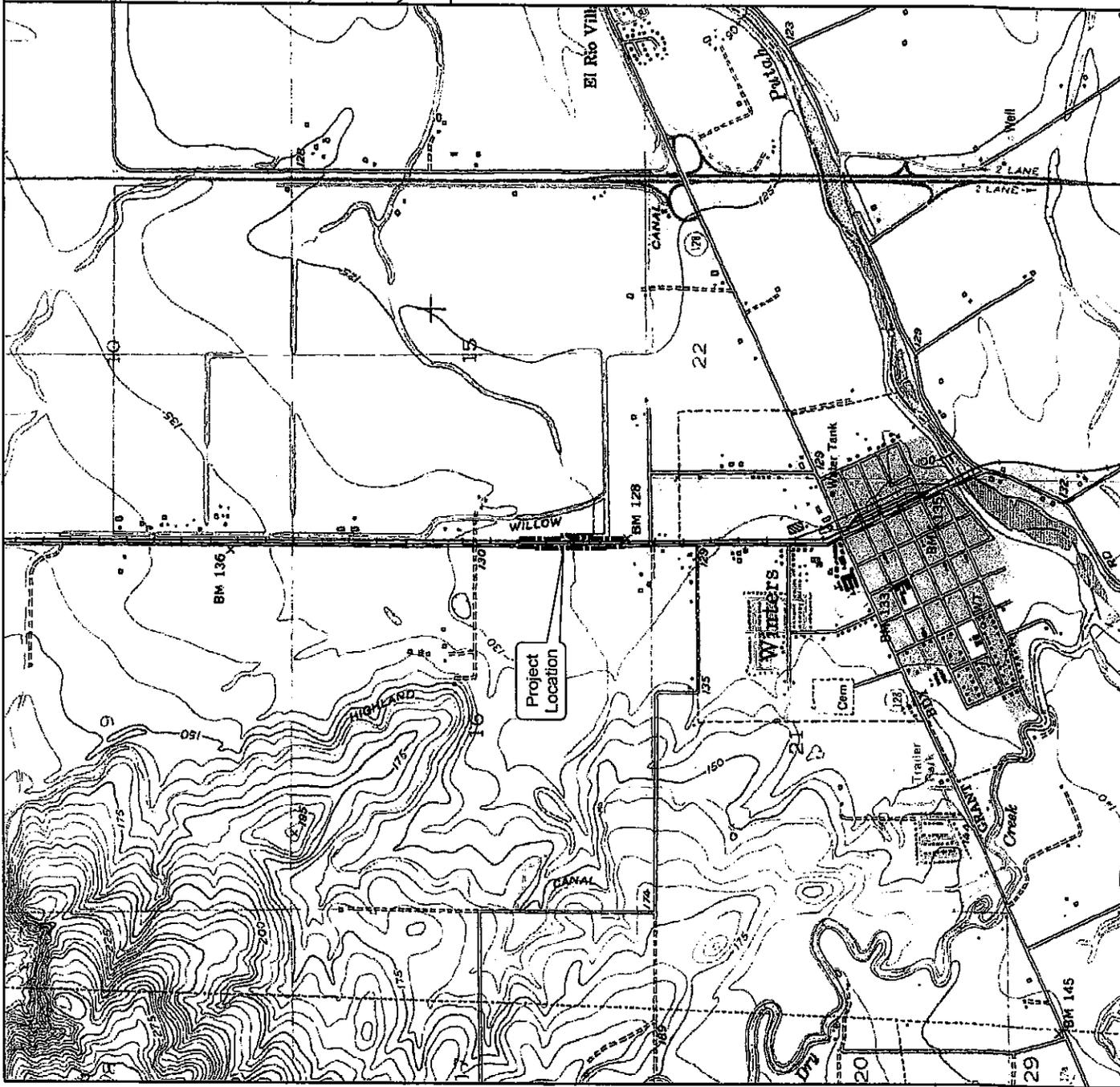
Railroad Avenue Bridge at  
 Dry Slough (22C-0114)  
 Replacement Project  
 City of Winters, CA  
 25 January 2013

Figure 1. Location Map

Project Location



Winters, CA (1978)  
 USGS 7.5' Quadrangle DRG  
 CASIL California Digital Raster Graphics,  
 7.5 Minute (C) Series, Albers NAD83 Mosaics (M/SID)



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Railroad Avenue Bridge at  
 Dry Slough (22C-0114)  
 Replacement Project  
 City of Winters, CA  
 25 January 2013

-  Project Study Area
-  City Limits
-  NHD Flowlines

Aerial Photograph: 29 May 2010  
 NAIP2010 USDA FSA  
 ESRI ArcGIS Basemap Layer  
 USGS National Hydrography Dataset (NHD)

Figure 2. Aerial Photograph

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**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                    | <input type="checkbox"/> Agriculture Resources              | <input type="checkbox"/> Air Quality            |
| <input type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology /Soils         |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality          | <input type="checkbox"/> Land Use/ Planning     |
| <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Noise                              | <input type="checkbox"/> Population / Housing   |
| <input type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation                         | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities / Service Systems   | <input type="checkbox"/> Mandatory Findings of Significance |   |

**DETERMINATION:**

(To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

- The proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- The proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- The proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature (prepared by): \_\_\_\_\_

\_\_\_\_\_ Date

## **BACKGROUND AND INTRODUCTION**

This Initial Study provides an environmental analysis pursuant to the California Environmental Quality Act (CEQA) of 1970, as amended, for the proposed Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project (proposed project).

## **PROJECT DESCRIPTION**

### **PROJECT HISTORY**

The City of Winters Department of Public Works proposes to replace the existing Railroad Avenue Bridge at Dry Slough (22C-0114) under the federal-aid Highway Bridge Program (HBP). The project is consistent with the City's General Plan Circulation Section or Diagram; it will not alter the existing road alignment or capacity. The project is listed in Amendment #2 to the 2011-2014 Metropolitan Transportation Improvement Program (SACOG, 2011) and is included in the City of Winters Capital Improvement Plan for 2012-2013 and 2013-2014 (CIP# 11-02). The existing Railroad Avenue Bridge is a 2-lane multi-cell concrete box culvert with very short spans (approximately 7.5 ft) that was constructed in 1920. The existing bridge is 32 ft long and 23 ft wide. The bridge exhibits advanced deterioration of the deck with evidence of scour and undermining of the foundation. The existing bridge has a Caltrans sufficiency rating of 2.0 with a status of "Structurally Deficient." Sufficiency rating is a measure of a bridge's structural adequacy and safety, serviceability and functionality, and essentiality for public use. A sufficiency rating of less than 50 qualifies a bridge for replacement according to HBP guidelines.

The proposed replacement bridge type will be a single span, precast voided slab with a polyester concreted overlay. The new bridge will be approximately 47 ft in length and 35 ft-4 inches wide, with two 12-ft wide traffic lanes and two 4-ft wide shoulders. Construction of the proposed bridge is planned for spring of 2014.

Two alternatives were considered: the No Project Alternative and the proposed Complete Replacement Alternative. Under the No Project Alternative, the existing bridge would remain with no change in conditions.

The existing bridge over Dry Slough provides access to several farms in the area, and there is no easy offsite detour route available. A temporary two-lane detour will be constructed to the east of Railroad Avenue, between the row of non-native mulberry trees along Railroad Avenue and Dry Slough. The temporary detour bridge was proposed on the east side of the existing road rather than on the west side to avoid Right-of-way acquisition and minimize impacts to prime and unique farmland and to the agricultural drainage system northwest of the existing bridge.

### **REPLACEMENT BRIDGE DESCRIPTION**

Under the Complete Replacement Alternative, the existing bridge would be removed, disposed, and replaced by a single span, precast voided slab with a polyester concrete overlay, and will be widened to meet current City standards (Figure 3). A structure depth of 1 ft-9 inches will be used. The new bridge will be approximately 47 ft in length and 35 ft-4 inches wide, with two 12-ft wide traffic lanes and two 4-ft wide shoulders, along with 1 ft-8 inches metal bridge railing on each side. The beams will sit on seat type

abutments founded on a single row of cast-in-drilled-hole concrete piles. The bridge will be designed to allow for future widening of the structure.

Under HBP guidelines, the replacement bridge must meet the FHWA and FEMA hydraulic requirements (for bridges as described in the Caltrans Local Assistance Procedures Manual (LAPM)); however, design exceptions may be made if sufficient evidence is provided. According to the FEMA flood map, this segment of Railroad Avenue on the north side of Winters is inundated with approximately 2 ft of water during a 100-year storm event. Because the road inundates, the project qualifies for and will need a design exception for hydraulic requirements.

Since the roadway approaches are flooded during the base flood, the City has indicated that a design exception is anticipated for the FHWA design and base flood frequency and freeboard clearance requirements. This design exception does not require formal approval from FHWA; the City will retain the documentation in the project file.

#### **ROADWAY PROFILE DESCRIPTION**

The Average Daily Traffic (ADT) on Railroad Avenue in the Project area is 1,670 as of 1998 (Drake Haglan and Associates, 2012). The City of Winters General Plan shows Railroad Avenue as an arterial road (City of Winters, 1992b). Railroad Avenue is posted at 45 mph; however, the preferred design speed per the City is 50 mph. The ultimate street section based on the City's arterial street standards is 54-ft, and includes a 14-ft wide median, 6-ft bike lanes, and 14-ft lanes. This ultimate condition is not anticipated to be constructed for many years and the existing road near the bridge has little to no shoulders. Building the bridge to this ultimate condition would require widening of the roadway leading up to the bridge, and tapering back down significantly off the bridge. This width also exceeds the American Association of State Highway and Transportation Officials (AASHTO) standard for an arterial road, which Caltrans uses as the criteria for determining the appropriate width to be funded through the HBP. Building excess width would not be considered to be appropriate usage of HBP funds. These reasons were considered in the City Manager's decision to use the minimum standards of two 12-ft wide lanes and two 4-ft wide shoulders for the approach roadway width. While the horizontal alignment will match the existing, the vertical profile will be raised approximately 4 inches, and will comply with the requirements for a 50-mph design speed. The approaches will conform to the existing roadway approximately 200-ft from each end of the bridge.

#### **CONSTRUCTION ACTIVITIES**

##### Temporary Detour

The existing bridge over Dry Slough provides access to several farms in the area, and there is no easy offsite detour route available. A temporary two-lane detour will be constructed to the east of Railroad Avenue, between the row of non-native trees along Railroad Avenue and Dry Slough. The temporary detour route will be designed to preserve as many of the non-native mulberry trees along the east side of Railroad Avenue as possible. Some vegetation removal will also occur within and around Dry Slough.

The approximately 30 ft wide and 800 ft long detour will include a temporary creek crossing constructed out of fill material. At the slough, an appropriately sized culvert will be placed in the creek during the dry

season, when the creek is typically dry. The pipe will be buried within the fill, and the creek will be protected from sedimentation with water quality BMPs.

#### Permanent Improvements

Construction will consist of removal of 6-10 non-native, mulberry trees that range from 10-15" diameter at breast height (dbh), removal, clearing and grubbing to accommodate the wider bridge and wing walls, removal of the existing bridge, excavating for the new bridge abutments, drilling pile foundations, and placing asphalt concrete on both the approaches, as well as a concrete polyester overlay on the bridge.

Bridge demolition requirements will follow section 15-4.02 of the Caltrans Standard Specifications Caltrans 2010). Removal of the existing bridge will likely involve saw cutting, jack-hammering, ramming (with a mechanical ram mounted on a backhoe), and crane work. All demolition materials will be disposed of in accordance with all Caltrans, state, and local rules and regulations, including proper handling, transport, and disposal of hazardous materials, as described in the environmental protection measures below.

The majority of construction will occur in the dry season when Dry Slough will be dry or have the least amount of water present. Construction of the proposed bridge is planned for spring of 2014. Even though the majority of construction will occur during the portion of the year outside the rainy season, site reconnaissance has indicated there can be water in the creek during this time. There may be some dewatering and/or stream diversion required during construction. Flows in Dry Slough, if any, would pass through the existing channel under the bridge. Diversion methods may include the use of water pillows, rock, sandbags, sheet piling, pipes or coffer dams or other structural methods approved by the Project Engineer and CDFW. The proposed pile foundations will be drilled shafts, so dewatering for construction of the foundation is not anticipated. Since the new bridge will be precast, there will be no falsework in the creek. Materials and equipment staging will occur within various locations along the east side of the road within the Project area.

#### **RIGHT-OF-WAY**

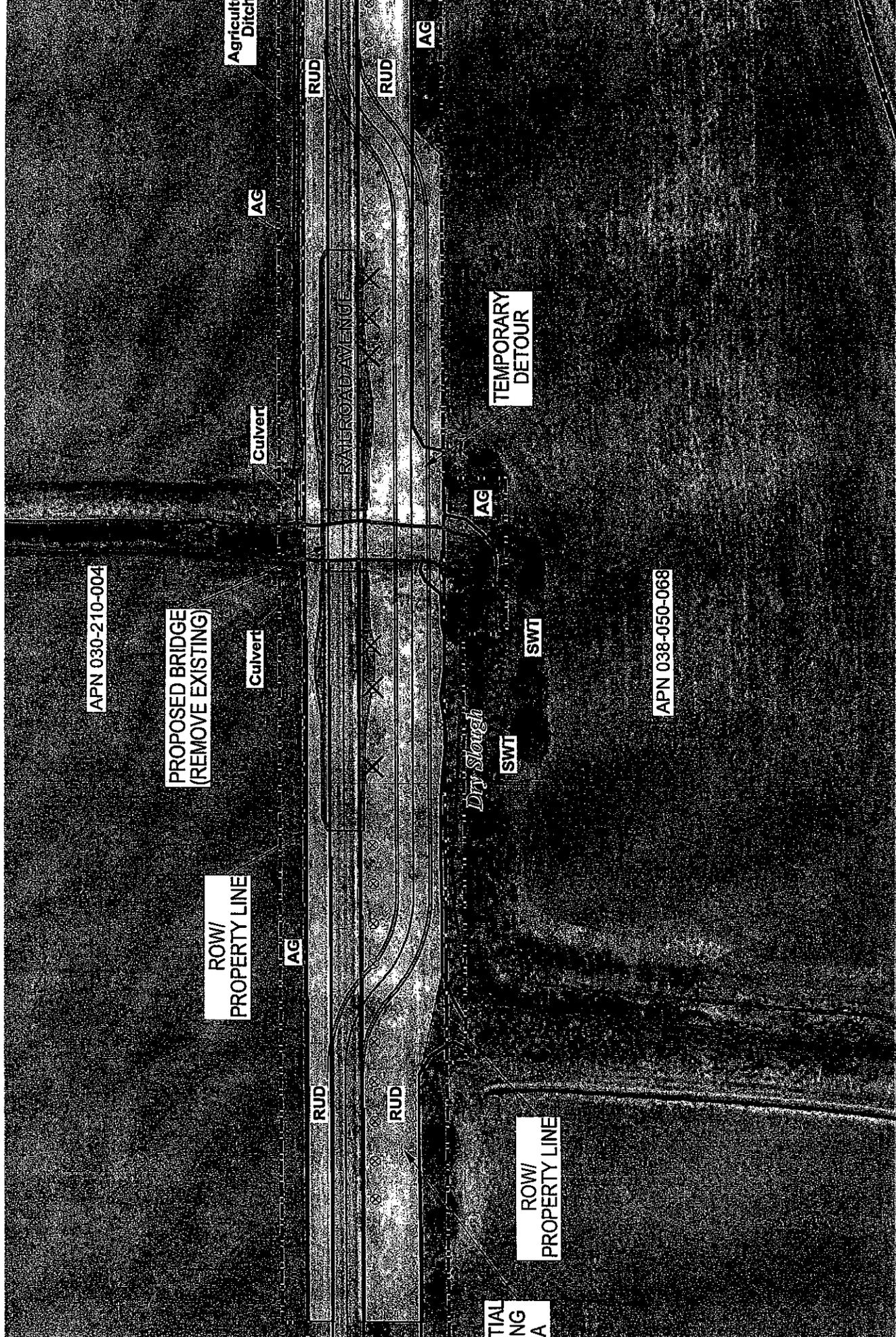
The existing right-of-way (ROW) is 70 ft wide with the centerline approximately 31.5 ft from the western ROW line. No ROW acquisition is required for replacement of the bridge. The City will require temporary construction easements from adjacent private parcels.

#### **UTILITIES**

Overhead and underground utilities run parallel to both sides of Railroad Avenue. Overhead electrical lines occur the west side of the road; overhead telecommunication lines occur on the east side of the road. A 14-inch forced sewer main runs along the east side of the Railroad Avenue approximately 38-ft off the centerline of the road. Relocation of the sewer line is not anticipated. An underground 4-inch diameter gas line runs along the west side of Railroad Avenue in the Project area approximately 10-feet from the edge of the proposed bridge deck as it crosses under the creek. Relocation of the gas line may be necessary.

#### **ENVIRONMENTAL PROTECTION MEASURES**

The City has incorporated the following changes or alterations, referred to henceforth as "environmental protection measures" into the project description to mitigate or avoid the significant effects on the environment. Environmental Protection Measures are listed in Table 2.



- Project Area Boundary (4.65 ac)
- Biological Resource Boundary
- Dry Slough / Agricultural Ditch
- Proposed Improvements
- Temporary Detour
- Permanent Impacts

Symbol/ Label	Biological Resource	Area (ac)	Temporary Impact (ac)	Permanent Impact (ac)	Total Impact (ac)
RUD	Ruderal / Disturbed	2.47	1.546	0.128	1.674
AG	Agriculture	1.03	0.134	0	0.134

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Table 2. Environmental Protection Measures (EPM)

Environmental Factor	EPM #	Environmental Protection Measures
Air Quality	AIR-1	<p>The City will implement some or all of the following dust control measures during project construction: watering all construction areas at least twice daily, maintaining at least 2 feet of freeboard or covering haul trucks, applying non-toxic binders to exposed areas after cut and fill operations and then hydro-seeding those areas, applying chemical soil stabilizers on inactive construction areas, planting vegetative ground cover in disturbed areas as soon as possible, covering inactive storage piles, street sweeping, and treating site accesses to a distance of 100 feet from the paved road with wood chips, mulch, or gravel.</p>
Biological Resources	BIO-1	<p><b>Western Pond Turtle</b></p> <ul style="list-style-type: none"> <li>• If Dry Slough is dry prior to initiation of construction, then no avoidance and minimization measures are necessary. If water is present in Dry Slough, then prior to construction, a preconstruction survey for WPT will be conducted and the following avoidance and minimization efforts will be implemented:                     <ul style="list-style-type: none"> <li>• A qualified biologist will be present during clearing and grubbing activities along Dry Slough to ensure that no WPT are present. If a WPT is observed in the active construction zone, construction will cease until the biologist has either removed the WPT from the construction zone, or, after thorough inspection, determined that the WPT has moved away from the construction zone.</li> <li>• If, at other times during construction, construction personnel observe that a WPT is trapped in, or has retreated to, the active construction zone, construction will cease and a qualified biologist will be notified. Construction will resume when the biologist has either removed the WPT from the construction zone, or, after thorough inspection, determined that the WPT has moved away from the construction zone.</li> <li>• Environmentally Sensitive Areas (ESAs) will be established along the boundaries of the project area in the vicinity of Dry Slough to exclude construction activities from the aquatic habitat that is not to be affected. Temporary exclusionary fencing will be installed to define the limits of the ESA. Signs will be placed on the exclusionary fencing that state "Environmentally Sensitive Area."</li> <li>• The City of Winters will implement best management practices (BMPs) to prevent impacts to water quality in Dry Slough.</li> </ul> </li> </ul>
Biological Resources	BIO-2	<p><b>Burrowing Owl</b></p> <ul style="list-style-type: none"> <li>• Prior to project construction, the County/Contractor shall retain a qualified biologist to conduct a preconstruction survey in accordance with the applicable sections of the Staff Report on Burrowing Owl Mitigation guidelines (CDFW 7 March 2012) of all publically accessible potential burrowing owl habitat within 500 ft of the project construction footprint. Preconstruction surveys shall be conducted no less than 14 days prior to construction.</li> <li>• If active burrowing owl nests are found within the project area, the City/Contractor will inform CDFW and implement measures consistent with the applicable portions of the Staff Report on Burrowing Owl Mitigation guidelines (7 March 2012) including:                     <ul style="list-style-type: none"> <li>• During the non-breeding season (1 September through 31 January), the biologist shall establish a 160 ft Environmentally Sensitive Area (ESA) around the burrow. During the breeding season (1 February through 31 August), the biologist shall establish a 250 ft ESA</li> </ul> </li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
		<p>around the burrow in consultation with DFG.</p> <ul style="list-style-type: none"> <li>The size of the ESA may be reduced if the biologist monitors the construction activities and determines that no disturbance to the burrowing owl is occurring. Reduction of ESA size depends on the location of the burrow relative to the project, project activities during the time the burrow is active, and other project-specific factors.</li> <li>If the burrow is located within the construction zone and it is during the non-breeding season, the burrowing owl can be passively excluded from the burrow using one-way doors, as described in the Exclusion Plan of Appendix E of the Staff Report on Burrowing Owl Mitigation (DFG 2012).</li> <li>If the burrow is located within the construction zone and it is during the breeding season, the burrow owl can only be passively excluded if it has been confirmed that the owl has not begun egg laying and incubation, the clutch was unsuccessful, or juveniles from the occupied burrows are foraging independently and are capable of independent survival.</li> </ul>
Biological Resources	BIO-3	<p><b>Migratory Birds and Birds of Prey</b></p> <ul style="list-style-type: none"> <li><b>Swallows:</b> Swallows arrive in mid-February, increase in numbers until late March, and remain until October. Nesting begins in April, peaks in June, and continues into August. Measures shall be taken to prevent establishment of swallow nests prior to construction. Techniques to prevent nest establishment include the following:             <ul style="list-style-type: none"> <li>The contractor can visit the site weekly and remove partially completed nests using either hand tools or high pressure water; or</li> <li>Hang netting from the bridge before nesting begins. If this technique is used, netting should be in place from late February until bridge demolition occurs.</li> </ul> </li> <li><b>Swainson's Hawk</b> <ul style="list-style-type: none"> <li>A qualified biologist shall conduct a preconstruction survey of the BSA for Swainson's hawk in accordance with the May 2000 Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys In California's Central Valley prepared by the Swainson's Hawk Technical Advisory Committee (TAC) as applicable. The survey area will extend 0.25 mi out from the BSA and include all publicly assessable sites. Portions of the survey area located on private land will be surveyed from all publicly accessible areas. If no active Swainson's hawk nests are found, no further action is necessary.</li> <li>If an active Swainson's hawk nest is found on or within 0.25 mi of the Project site, CDFW will be notified to develop take avoidance measures, to obtain buffer distances, and to determine the need for and duration of monitoring.</li> </ul> </li> <li><b>Other Birds of Prey and Migratory Birds</b> <ul style="list-style-type: none"> <li>If construction begins outside the 1 February to 31 August breeding season, there will be no need to conduct a preconstruction survey for active nests.</li> <li>Trees scheduled for removal should be removed during the non-breeding season from 2 September to 14 February.</li> <li>If construction is scheduled to begin between 15 February and 1 September, a qualified biologist shall conduct a</li> </ul> </li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
Biological Resources	BIO-4	<p>preconstruction survey for active nests from publicly accessible areas within 14 days prior to the start of construction. The survey area shall cover the construction site and the area surrounding the construction site including a 100 ft radius for MBTA birds, a 250 ft radius for birds of prey and a quarter mi radius for Swainson's hawks. If no active nest of a bird of prey, MBTA bird, or special status bird is found, then no further mitigation measures are necessary.</p> <ul style="list-style-type: none"> <li>o If an active nest of a bird of prey, MBTA bird, or other DFG protected bird is discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:             <ul style="list-style-type: none"> <li>o Stop all work within a 100-ft radius of the discovery.</li> <li>o Notify the Engineer.</li> <li>o Do not resume work within the 100-ft radius until authorized.</li> </ul> </li> <li>o The biologist shall establish a minimum 250-ft Environmentally Sensitive Area (ESA) around the nest if the nest is of a bird of prey, and a minimum 100-ft ESA around the nest if the nest is of an MBTA bird other than a bird of prey.</li> <li>o Activity in the ESA will be restricted as follows:             <ul style="list-style-type: none"> <li>o Do not enter the ESA unless authorized.</li> <li>o If the ESA is breached, immediately:                 <ul style="list-style-type: none"> <li>▪ Secure the area and stop all operations within 60 ft of the ESA boundary.</li> <li>▪ Notify the Engineer.</li> </ul> </li> <li>o If the ESA is damaged, Caltrans determines what efforts are necessary to remedy the damage and who performs the remedy.</li> </ul> </li> <li>o No construction activity will be allowed in the ESA until the biologist determines that the nest is no longer active, or unless monitoring determines that a smaller ESA will protect the active nest.</li> <li>o The size of an ESA may be reduced if the biologist monitors the construction activities and determines that no disturbance to the active nest is occurring. Reduction of ESA size depends on the species of bird, the location of the nest relative to the project, project activities during the time the nest is active, and other project-specific factors.</li> <li>o Between 15 February and 1 September, if additional trees or shrubs need to be trimmed and/or removed after construction has started, a survey will be conducted for active nests in the area to be affected. If an active nest is found, the above measures will be implemented.</li> <li>o If an active nest is identified in or adjacent to the construction zone after construction has started, the above measures will be implemented to ensure construction is not causing disturbance to the nest.</li> </ul>
Biological Resources	BIO-4	Dry Slough

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Environmental Factor	EPM #	Environmental Protection Measures
		<ul style="list-style-type: none"> <li>• The limits of construction will be marked with temporary fencing to prevent affecting Dry Slough unnecessarily.</li> <li>• No storage or dumping of oil, gasoline, or other substances shall be permitted within an ESA</li> <li>• No burning shall be permitted within an ESA.</li> <li>• In-water construction activities will be restricted to the period between 15 April and 15 October, subject to the Streambed Alteration Agreement, or before the onset of the rainy season, whichever occurs first. The onset of the rainy season is defined as arrival of a frontal system that deposits 0.25 inch or more of precipitation during one event in the area.</li> <li>• During construction, soil erosion and water quality will be protected by implementation of best management practices (BMPs) consistent with the Caltrans stormwater pollution prevention plan (SWPP) and water pollution control program (WPCP) preparation manual (Caltrans 2011). Water quality will be protected by implementation of BMPs to minimize the potential for siltation and downstream sedimentation of Dry Slough.</li> <li>• Areas temporarily disturbed on the banks of Dry Slough will be revegetated and reseeded with native grasses and other native herbaceous annual and perennial species in accordance with the Revegetation Planting and Erosion Control Plan as described in Appendix F of the NES (Sycamore 2013). No seed of nonnative species will be used unless certified to be sterile. The project engineer will determine the specifications needed for erosion control fabric (e.g., sheer strength) based on anticipated maximum flow velocities and soil types.</li> </ul>
Cultural Resources	CULT-1	<ul style="list-style-type: none"> <li>• If paleontological resources are discovered, all work in the vicinity of the discovered resources must stop, and a professional paleontologist shall complete a determination of their significance prior to resuming any work in the area of the discovery.</li> </ul>
Cultural Resources	CULT-2	<ul style="list-style-type: none"> <li>• Implement State Health and Safety Code Section 7050.5. If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains, and the County Coroner contacted.</li> </ul>
Cultural Resources	CULT-3	<ul style="list-style-type: none"> <li>• Implement Public Resources Code Section 5097.98. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). Further provisions of PRC 5097.98 are to be followed as applicable.</li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
Hazardous Materials	HAZ-1	<ul style="list-style-type: none"> <li>Painted bridge materials should be characterized for disposal, removed and disposed of in accordance with the Caltrans Standard Special Provisions for removal of lead paint Provision 14-11.08, Disturbance Of Existing Paint Systems On Bridges. The Special Provisions should be included in the Contract to provide a Health &amp; Safety Plan for workers and a "Lead Compliance Program" (bid item 190110). The Special Provisions should address appropriate removal, temporary storage, testing, and transportation to an appropriate disposal or recycling facility. The Resident Engineer should have the contractor provide written documentation that recycling or disposal facilities acknowledge the potential for lead on the material received.</li> </ul>

## DISCRETIONARY ACTIONS

The City of Winters City Council must:

- Adopt the negative declaration/initial study
- Approve project
- Authorize funding

## ENVIRONMENTAL CHECKLIST

This initial study was prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project was evaluated based upon its effect on seventeen (17) major categories of environmental factors. Each factor was reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

- **Potentially Significant Impact:** An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.
- **Potentially Significant Unless Mitigation Incorporated:** An impact that requires mitigation to reduce the impact to a less-than-significant level.
- **Less-Than-Significant Impact:** An impact that would not be considered significant under CEQA relative to existing standards.
- **No Impact:** The project would not have any impact.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>I. AESTHETICS - Would the project</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION:**

- a) The project area is not within a designated scenic corridor (Yolo County 2009a). The project is a bridge replacement in an agricultural area and would not adversely affect a scenic vista.
- b) Railroad Avenue is not a state-designated scenic highway (Caltrans 2013).
- c) The proposed project would replace an existing substandard concrete bridge with a new concrete bridge. The new bridge would be consistent with the visual character of the site and would not degrade the view shed within or adjacent to the project area. The proposed project includes permanent removal of 6-10 relatively small (average 10-15 inch dbh), non-native, landscaping mulberry trees along the eastern side of Railroad Avenue both north and south of Dry Slough. The resulting 200 ft gap in the landscaped mulberry tree line along the east side of Railroad Avenue in this agricultural area will have a less than significant impact on scenic resources. The visual character of the site would be temporarily altered during construction.
- d) The new bridge would not create a new source of glare; night lighting is not proposed for the new bridge. No nighttime construction is proposed.

**MITIGATION MEASURES**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<p><b>II. AGRICULTURE RESOURCES</b> - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection, regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:</p>				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resources Code section 12220(g), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production as defined by Government Code Section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Result in loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use, or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION:**

- a) Prime Farmland and Unique Farmland is mapped on adjacent parcels to the east (APN 038-050-068) and west (APN 030-210-004) of Railroad Avenue in the project area (California Department of Conservation 2010a). The Proposed project will not require permanent ROW acquisition from either of these parcels. The proposed Project will not convert Prime Farmland and Unique Farmland to a non-agricultural use
- b) The parcels adjacent to the Project site are not under Williamson Act contract (California

Department of Conservation 2010b). The project could require temporary construction easements and right-of-entry agreements for these parcels. The Proposed project will not require permanent ROW acquisition from either of these parcels and would not affect existing zoning. The Proposed Project will not conflict with existing zoning or otherwise effect land under Williamson Act contract.

- c) There are no forest lands or timberlands in the Project area. The proposed project would not conflict with zoning for forest or timber lands or convert forest or timberlands to non-forest use.
- d) Forest land does not occur in the Project Area.
- e) The proposed project will not involve other changes in the existing environment that will result in conversion of farmland to a non-agricultural use. No farming is currently occurring within the street Right-of-Way or other areas of the project where construction easements will be required.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>III. AIR QUALITY -</b> Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCUSSION**

- a) Replacement of Bridge 22C-0114 is identified in the 2013/16 Sacramento Metropolitan Transportation Improvement Program (MTIP) as a project that is consistent with the State Implementation Plan adopted by the California Air Resources Board (CARB) (Sacramento Area Council of Governments 2010). Because the project is identified as consistent in this document, which governs air quality for transportation projects, it would not conflict with the plan. No impact would occur.
- b) According to the Yolo-Solano Air Quality Management District (YSAQMD) Yolo County is currently in nonattainment status for the 8-hour ozone national ambient air quality standard (NAAQS) (YSAQMD 2013). The County is also in nonattainment status for the ozone and PM10 California ambient air quality standards (CAAQS) (YSAQMD 2013). The YSAQMD has established a significance threshold of 80 lb/day for emissions of coarse particulate matter measuring 10 microns or less in diameter (PM10) and 10 tons/year each for the ozone-precursors reactive organic gases (ROG) and nitrogen oxide (NO<sub>x</sub>) (YSAQMD 2007).

The project will not generate additional traffic on Railroad Avenue. No operational emissions will result from replacement of the existing bridge. Construction activities would result in short-term increases in emissions from the use of heavy equipment that generate dust, exhaust, and tire-wear emissions and from paints and coatings. Project construction would create short-term increases in ROG, NO<sub>x</sub>, and PM10 emissions from vehicle and equipment operation. Construction emissions were estimated for the project using the Sacramento Air Quality Management District's (SMAQMD)

Road Construction Emissions Model, Version 7.1.2. The results are in Table 3. None of the estimated emissions exceed the YSAQMD's significance thresholds. However, the project specifications will include YSAQMD standard control measures from the Handbook for Assessing and Mitigating Air Quality Impacts (YSAQMD, 2007) as described in EPM AIR-1 to further reduce construction fugitive dust PM10 emissions.

Table 3. Estimated construction emissions.

<b>Project Phase</b>	<b>ROG (lb/day)</b>	<b>NO<sub>x</sub> (lb/day)</b>	<b>PM10 (lb/day)</b>
Grubbing/ Land Clearing	3.1	34.4	20.5
Grading/ Excavation	4.8	54.3	21.4
Drainage/ Utilities/ Sub-grade	3.5	36.4	20.9
Paving	1.4	13.1	0.8
<b>Maximum Daily Emissions</b>	<b>4.8 (0.2 ton for entire project)</b>	<b>54.3 (2.6 tons for entire project)</b>	<b>21.4</b>
YSAQMD Significance Threshold	10 tons/year	10 tons/year	80 lb/day
<b>Significant?</b>	<b>No</b>	<b>No</b>	<b>No</b>

Notes: Total PM10 emissions are the sum of exhaust and fugitive dust emissions. Modeling assumptions include a 2014 construction start year, 6 months of construction, a total road length of 0.2 mi, a total project area of 1.9 ac, a maximum area disturbed per day of 1.9 ac, use of water trucks to control fugitive dust, and 10.2 cubic yards (cy)/day soil imported and 11.1 cy/day soil exported from the project site using 10 cy capacity dump trucks.

- c) Cumulative net increases of criteria pollutants have been evaluated in the 2013/16 Sacramento MTIP (Sacramento Area Council of Governments 2012a). This project is referenced and evaluated in the MTIP.
- d) The project is located in an agricultural area on the north side of the City of Winters. No sensitive receptors such as schools, hospitals or daycare centers occur within one-half mi of the project area. No impact will occur.
- e) Construction activities would involve the use of construction equipment and asphalt paving, which have distinctive odors. Odors are considered less than significant because of the limited number of the public affected and the short-term nature of the emissions.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>IV. BIOLOGICAL RESOURCES - Would the project:</b>				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc...) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION** Potential impacts to biological and wetland resources were evaluated in a Natural Environment Study, (NES; Sycamore Environmental 2013). The NES included a jurisdictional delineation and biological field surveys. The NES is a standard Caltrans format for documenting a project's potential biological impacts. Based on the NES, potential habitat exists in the project area for the following special status species:

- Western Pond Turtle
- Burrowing Owl
- Swainson's hawk
- White-tailed kite
- Migratory birds and birds of prey

These species could occur in the project area at the time of construction. This biological resources section evaluates potential impacts to these species and to sensitive natural communities occurring in the project area

- a) **Western Pond Turtle (WPT; *Emys marmorata*):** WPT is classified by CDFW as a species of special concern. This species was not observed during the site visits or biological fieldwork. WPT has the potential to occur in the project area when water is present in Dry Slough. Dry Slough in the BSA provides only marginal habitat for WPT due to a lack of sufficient water year round. Dry Slough in the BSA was dry during the February 2012 site visit. Only several inches of water were present during the April 2012 site visit and only shallow puddles were present during the October fieldwork. More water may be present in Dry Slough during periods of high rain or high runoff from the wastewater treatment facility. The BIO-1 environmental protection measure (EPM) has been incorporated into the project description (see Table 2) and will reduce potential impacts to a less-than significant level.

**Burrowing Owl (*Athene cunicularia*):** Burrowing owl is classified by CDFW as a species of special concern. No burrowing owls or small mammal burrows were observed in the project area during the general biological survey. The low-growing vegetation, spoils pile, rodent burrows, and the surrounding agricultural fields provide suitable nesting and foraging habitat for burrowing owls. The BIO-2 environmental protection measure (EPM) has been incorporated into the project description (see Table 2) and will reduce potential impacts to less-than significant levels.

**Swainson's hawk (*Buteo swainsoni*):** Swainson's hawk is a state-threatened species. No Swainson's hawks or nests were observed in or within 300 feet of the project area (Sycamore Environmental 2013). Open agricultural fields adjacent to the project site provide potential foraging habitat for this species. The mulberry trees along the east side of Railroad Avenue in the BSA provide only marginal nesting habitat due to their relatively small size and location immediately adjacent to the road. The BIO-3 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant levels.

**White-tailed Kite (*Elanus leucurus*):** White-tailed kite is a CDFW fully protected species. Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock (CDFW 2013). No white-tailed kite nests were observed in the project area. White-tailed kites were not observed in or adjacent to the BSA. The mulberry trees along the east side of Railroad Avenue in the BSA provide only marginal nesting habitat due to their location immediately adjacent to the road. The BIO-3 EPM has been incorporated into Table 2 the project description and will reduce potential impacts to white-tailed kite to less-than significant.

#### **Migratory Birds and Birds of Prey**

Fish and Game Code 3503.5 protects all birds in the orders Falconiformes and Strigiformes (collectively known as birds of prey). Birds of prey include raptors, falcons, and owls. Migratory birds are protected under the federal Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 CFR Part 10 including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21).

Migratory birds and birds of prey were observed in the project area (Sycamore Environmental 2013). No other nests of birds of prey or migratory birds were observed in or adjacent to the project area.

Nesting habitat occurs in the project area for birds of prey and migratory birds. Nests of birds of prey or other migratory birds could become established in or near the project area before construction begins.

Under the MBTA, nests of migratory birds that contain eggs are not to be disturbed during the breeding season. If construction begins outside the 1 February to 31 August breeding season, there will be no need to conduct a preconstruction survey for active nests. If a nest becomes active after construction has started, then the bird is considered adapted to construction disturbance. The BIO-3 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant.

- b) Sensitive natural communities include rare communities, communities that are adversely affected by minimal disturbance, and communities that provide habitat for special-status plant or wildlife species. Sensitive natural communities in the project area include Dry Slough and sandbar willow thickets. Potential project impacts to these features are discussed under Item IV (c).
- c) A total of 0.16 ac of Dry Slough occurs in the project area (Figure 3). Dry Slough in the project area is a potential jurisdictional waters of the U.S. (Sycamore Environmental 2013). The project will not result in permanent impacts to Dry Slough. Construction of the temporary bridge detour and removal of the existing bridge will temporarily impact approximately 0.069 ac of Dry Slough.

Impacts to Dry Slough may be permitted under a Section 404 Nationwide permit-, a Section 401 Water Quality Certification, and a 1602 Streambed Alteration Agreement. These permits will be obtained prior to commencement of construction. The bid specifications and contract will specify that the contractor will comply with the terms and conditions outlined in the permits. The BIO-4 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant.

There are 0.13 ac of sandbar willow thickets in the project area immediately adjacent to Dry Slough in the eastern portion of the project area. The sandbar willow thickets are part of the stream zone protected by CDFW Code Section 1600. This community type has a rarity rank of G5 S4 and is thus not considered imperiled by CDFW (Sycamore Environmental 2013). The project will temporarily impact 0.005 acres of the sandbar willow thicket as a result of the temporary bridge detour installation. Environmental protection measures listed under BIO-4 implemented for Dry Slough will also protect and restore the sandbar willow thicket.

- d) Construction of the project could temporarily disrupt movement of native wildlife species that occur in or adjacent to the project area. The temporary detour will be constructed to maintain instream flows (if present) and provide passage for native or migratory wildlife. Project construction will not substantially interfere with the movement of native resident fish or wildlife. The completed project will not impede the use of the area by wildlife. Project impacts are less than significant.
- e) Public Resources Code Section 21083.4 et. seq. requires that as part of CEQA process, lead agencies assess the potential of a project to convert oak woodlands. Oak woodlands do not occur in the project area.

The Project does not include the removal of mature native trees. The project will require the

removal of approximately 6-10 non-native mulberry trees along the eastern side of Railroad Avenue within the project area. There are no City laws, ordinances, or policies requiring mitigation for removed non-native landscaping trees that aren't otherwise environmentally sensitive due to historic, aesthetic, or biologic qualities. A preconstruction bird nest survey for migratory birds and birds of prey will be conducted by a qualified biologist prior to tree removal, as described in EPM BIO-3. All other vegetation removed by project activities, including sandbar willow thickets in Dry Slough, will be revegetated as described in EPM BIO-4 above. The project will not conflict with any local habitat protection ordinances or policies.

- f) The EPMs incorporated into the project description for Swainson's hawk and white-tailed kite are consistent with the City of Winters Citywide Habitat Mitigation Program (City of Winters 2008). The City Program outlines and summarizes federal and state regulations and guidelines for permitting and mitigation for projects impacting Swainson's hawk, burrowing owls, other raptors, Valley Longhorn Elderberry Beetle, and seasonal wetlands habitat and species.

**MITIGATION MEASURES:**

No mitigation measures required.

		Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>V.</b>	<b>CULTURAL RESOURCES - Would the project</b>				
a)	Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b)	Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c)	Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d)	Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCUSSION**

- a) The CEQA guidelines define a historical resource as used in this section as a resource listed in the California Register of Historic Places (CRHR), or determined to be eligible for listing on the register by a lead agency. Eligibility is determined by either a) applying the criteria for listing in the CRHR, or, b) finding a listing in a local register of resources (Section 15064.5). This checklist distinguishes historical and archaeological resources; therefore, (a) of this section discusses only historical resources, e.g. cultural resources from the historic era.

Caltrans evaluated Bridge 22C-0114 and determined that it is not eligible for listing on the National Register of Historic Places or the California Register of Historic Resources (Tremaine & Associates 2012). Because the bridge is not eligible for listing on the State or National Register, it is not a historical resource within the meaning of the CEQA guidelines above. Because the bridge is ineligible for listing and there are no other historical resources in the study area, the project would have no impact on historical resources.

- b) No archeological resources were identified within the project area (Tremaine & Associates 2012). However, there is the possibility of unanticipated archeological discoveries during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement City policies and CEQA statutes and guidelines to protect archeological resources. These policies include stopping all work in the vicinity of the discovered resources and requiring that a professional archeologist complete a determination of their significance prior to resuming any work in the area of the discovery.
- c) No unique paleontological resources were identified within the project area (Tremaine & Associates 2012). The project does not occur in an area containing unique geologic features. However, there is the possibility of accidental paleontological discoveries during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement EPM CULT-1 to protect paleontological resources. CULT-1 requires stopping all work in the vicinity of the discovered resources and requiring that a professional paleontologist complete a determination of their significance prior to resuming any work in the area of the discovery.
- d) No human remains were identified within the project area (Tremaine & Associates 2012).

However, there is the possibility of accidental discoveries of human remains during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement the procedures identified in State Health and Safety Code Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains consist of a prehistoric burial, the Coroner will notify the Native American Heritage Commission, which will designate a Native American most likely descendant to dispose of the remains with appropriate dignity. The following EPMs CULT-2 and CULT-3 have been incorporated into the project description and will reduce potential impacts to less-than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>VI. GEOLOGY AND SOILS - Would the project:</b>				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42				
ii. Strong seismic ground shaking?				
iii. Seismic-related ground failure, including liquefaction?				
iv. Landslides?				
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (2001) creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- (a) (i) According the Draft Foundation Investigation (Drake Haglan & Associates, 2012) no fault traces are mapped through the Project site on published geologic mapping or on the Caltrans ARS online map. The City of Winters area is not included in the Alquist-Priolo Earthquake Fault Zone mapping program (California Department of Conservation 1983). The Initial Site Assessment Report (ISA, Taber Consultants, 2012) indicates that the Caltrans ARS online fault map shows the Green Valley Fault 4 as being the closest fault to the Project site (approximately 1.5 mi to the southwest). However, this fault is not represented on the 2010 Fault Activity Map of California (California Department of Conservation 2010). The next closest active fault to the Project site is the Vaca Fault Zone, located approximately 12 mi to the south-southwest. Thus, the project will not expose people or structures to rupture of a known earthquake fault.
- (a)(ii) The project area is located approximately 1.5 mi east of the Green Valley Fault 4 (Taber 2012). The style of this fault is listed as reverse. The soil profile in the project area is assumed to be quaternary alluvium and over bank deposits in a deep sedimentary basin (Taber 2012 and Drake

Haglan & Associates 2012). Because of these soil conditions and because of the proximity to the seismic source, the engineering plans will follow the Caltrans Seismic Design Criteria (SDC) parameters in accordance with Caltrans guidance. Incorporation of current seismic design parameters ensures that impacts resulting from strong seismic ground shaking will be less than significant.

- (a)(iii) Liquefaction is a secondary effect of seismic loading of "loose" granular soils that are in the liquefiable range of soil texture and consistency. According to the Draft Foundation Investigation (Drake Haglan & Associates 2012) liquefaction and seismically induced settlement potential in the project area is low. The risk to people or structures resulting from on-site liquefaction is considered less than significant.
- (a)(iv) The project area occurs in an area identified as having a low susceptibility to landslides (Yolo County 2009b). The bridge is not in the vicinity of steep, tall, or unstable slopes. The replacement of the existing Railroad Avenue bridge with a new bridge would not change the risk of landslides over baseline conditions. Potential project impacts are considered less than significant.
- b) Project activities including grading and excavation could increase the potential for soil erosion. Pursuant to the Clean Water Act, the applicant is required to obtain a National Pollution Discharge Elimination System (NPDES) Phase II permit from the RWQCB. To obtain an NPDES Phase II permit, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP includes best management practices (BMPs) to reduce erosion during construction and minimizes sedimentation down gradient of the project. The BMPs are specified in the Caltrans Stormwater Quality Handbooks (Caltrans 2011) and City Standards. Adherence to the BMPs contained in the SWPPP, combined with EPM BIO4 as described in the Project Description Section above, will ensure that soil erosion impacts during grading activities would be less than significant.
- c) See response to Questions VI.a(i) through a(iv). Potential project impacts are considered less than significant.
- d) Rincon Silt Clay loam and Hillgate Loam are the mapped soils unit in the project area (NRCS 1972). Both soil types have a moderate shrink-swell potential (NRCS 1972). All new pavement sections will have an underlayment of engineered fill, in accordance with the Caltrans Standard Specifications. The risk to life or property from constructing the project on expansive soil is considered less than significant.
- e) The proposed project is the replacement of an existing bridge and does not include the construction of septic tanks or wastewater disposal systems. No impact will occur and no mitigation is required.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>VII. GREEN HOUSE GAS EMISSIONS - Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- (a) Assembly Bill 32 adopted in 2006 established the Global Warming Solutions Act of 2006 which requires the State to reduce greenhouse gases (GHGs) to 1990 levels by 2020. GHGs contribute to global warming/climate change and associated environmental impacts. The major GHGs that are released from human activity include carbon dioxide, methane, and nitrous oxide. The primary sources of GHGs are vehicles (including planes and trains), energy plants, and industrial and agricultural activities (such as dairies and hog farms). New development results in the direct and indirect release of GHGs.

“Climate change” as a specific or distinct topic was not mentioned in the 1992 General Plan; however, the related topics of pedestrian-friendly land use and design features, transportation and circulation, energy efficiency, air quality, and waste management were addressed and are prominent in the General Plan. The existing General Plan includes the following policies relevant to this topic:

- Urban limit line (Policy I.A.2)
- Jobs housing balance (Policy I.A.6, I.E.2)
- Pedestrian and bicycle orientation (I.A.8, III.G.1 – III.G.6, VIII.A.4, VIII.B.1 – VIII.B.3, VIII.C.3)
- Infill and reuse (Policy I.B.2, I.B.5, II.B.1 – II.B.6)
- Interconnected grid streets and alleys (Policy III.A.9, VIII.C.2)
- Transit (Policy III.B.1, III.B.2, III.B.3)
- Trip reduction (Policy III.C.1, III.C.2, III.C.3, III.C.4)
- Protection of habitat (Policy VI.C.1 – VI.C.10, VI.D.1 – VI.D.9)
- Protection of air quality (VI-E.1 – VI.E.11)
- Energy conservation (II.C.1, II.C.2, VI-F.2 – VI.F.5)
- Emergency response (VII.D.1 – VII.D.4)
- Open space (VIII.A.6)
- Tree canopy (VIII.D.1 – VIII.D.6)

These policies are effective in reducing GHGs and minimizing impacts from climate change. The subject project is consistent with the goals, policies, and Circulation Diagram of the General Plan and would result in no development beyond that already approved in 1992. Compliance with these policies will be effective in minimizing GHG emissions and climate change impacts from this already planned development.

- b) Given the relevant policies already built into the General Plan (see discussion above), and the fact that this project is a planned circulation improvement consistent with the General Plan, the

proposed project would not result in a conflict with the State's AB 32 goals. This impact is considered less than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mi of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mi of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Construction equipment contains hazardous materials (e.g., engine oil, engine fuels, etc.). The shipment, storage, and use of hazardous materials to and on the site must conform to all applicable laws, regulations, and health and safety standards set forth by federal, state, and local authorities. Conformance with these laws, regulations, and standards is anticipated to reduce the risk associated with hazardous materials to an acceptable level. Potential impacts are considered less than significant.
- b) The ISA report concluded that 'the potential for the proposed construction to encounter additional hazardous materials within the project corridor is generally low.' (Taber 2012). Taber Consultants

did not find indications of a recognized environmental condition (REC) with respect to asbestos, striping paint (lead and chromium), and soil based lead. Soils in the project area are classified as non-hazardous by the California Department of Toxic Substances Control (DTSC) and require no special handling (Taber 2012b).

Taber Consultants did identify a REC with respect to lead-based paint on the bridge (Taber 2012). Concentrations in the paint bridge paint samples exceeded 1,000 mg/kg lead, which exceeds the regulatory threshold for lead as hazardous waste in California Code of Regulations Title 22 §§66261.24(B) and 66261.24(a)(2). The HAZ-1 EPM has been incorporated into the project description and will reduce potential impacts to less-than significant.

- c) The project does not occur within 0.25 mi of an existing or proposed school (Google Earth 2013). The closest school to the Project site is Shirley Rominger Intermediate School, approximately 0.6 miles to the southwest. No impact will occur.
- d) The provisions in Government Code Section 65962.5 are commonly referred to as the "Cortese List". The list is maintained by numerous public agencies, and the California EPA maintains an online register of the data resources that provide information on the Cortese List sites throughout the state (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/>). According to the regulatory database search conducted by Taber for the ISA, there are no Cortese List sites within the project area. No impact will occur.
- e) The project area is approximately 6 mi from the nearest public airport, the Yolo County Airport, and is not located in that airport's comprehensive land use plan (SACOG 1999). The Project is not in the vicinity of a private airstrip (Figure 1). No impact will occur.
- f) See response to Question VII e. No impact will occur.
- g) A temporary two-lane detour will be constructed to the east of Railroad Avenue (Figure 3). Construction contract special provisions will require that a Traffic Management Plan be prepared. The Traffic Management Plan will include construction staging and traffic control measures to be implemented during construction to maintain and minimize impacts to traffic during construction. The Traffic Management Plan will address the coordination issues for residential access during short-term road closures during the construction window. Implementation of the Traffic management Plan, including coordination with local law enforcement and emergency services providers will ensure the Project would not interfere with adopted emergency evacuation plans.
- h) The project will not increase the risk of exposure of people or structures to wildland fires.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>IX. HYDROLOGY AND WATER QUALITY - Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level, which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area a structure that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The bridge replacement will not violate water quality or waste discharge requirements. Water quality objectives will be met through adherence to BIO-4 EPM as described in the Project Description, other construction provisions, precautions, and stipulations as described in the National Pollution Discharge Elimination System (NPDES) permit, Section 404 CWA permit, Section 401 CWA Water

Quality Certification, and 1602 Streambed Alteration Agreement. Coverage under the Statewide General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) will be obtained. The City will require the contractor to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) to reduce or minimize discharge of pollutants from construction activities. Potential impacts are considered less than significant.

- b) The project would not involve any withdrawals from, or interfere with recharge of, an aquifer or groundwater table. No impact will occur.
- c) The bridge design will not substantially alter the drainage pattern on site. A small portion of the Dry Slough channel will be temporarily filled just east of the replacement bridge for construction of a temporary detour bridge (see Project Description-Construction Activities for more details). The agricultural drainage ditch along the northwestern side of the Project that drains into Dry Slough may be modified slightly to increase its functionality. Disturbed areas along the banks of Dry Slough will be revegetated as necessary (EPM BIO-4). The Project does not include activities that would result in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site. Potential impacts are considered less than significant.
- d) See response to VIII.c above. Project impacts are considered less than significant.
- e) The increase of impervious surface area resulting from the wider bridge and road approaches is not expected to contribute to a substantial increase in water runoff from the site. Water quality during project construction will be protected by adherence to construction provisions, precautions, and stipulations as described in the NPDES, Section 404, Section 401, and 1602 Streambed Alteration Agreement permits. Project impacts are considered less than significant.
- f) See response to Question VIII.a. No impact will occur.
- g) The project does not involve the construction of housing. No impact will occur.
- h) The Project is within FEMA's Flood Insurance Rate Map (FIRM) Zone AO, which represents areas that are within the 100-year or base floodplain (FEMA 2010). Zone AO is the base floodplain with sheet flow, ponding, or shallow flooding with a depth of flooding (feet above ground) of approximately 2 feet.

Since the roadway approaches are flooded during the base flood, the project requires a design exception for the FHWA design and base flood frequency and freeboard clearance requirements. This design exception does not require formal approval from the FHWA; it will only require documentation from the City to be retained in the project file. Thus, the proposed bridge, similar to the existing bridge, does not have the capacity to convey the 100-year and 50-year storms.. Based on USACE's Hydrologic Engineering Center River Analysis System (HEC-RAS) modeling, the proposed bridge results in a slight decrease (0.3 ft) in water surface elevations at the upstream bridge face compared to the existing bridge, primarily due to the removal of the existing bridge pier in the slough channel; however, this decrease is not enough to meet the FHWA and Caltrans' Freeboard design criteria Therefore, the proposed project will not alter the 100-year flood flows, resulting in a low level of risk associated with flooding..

The Project will not support incompatible floodplain development because its purpose is to maintain local and regional access by replacing an existing bridge and will not create new access to developed or undeveloped lands. During project construction, which is scheduled to occur during the dry season, an appropriate-sized culvert will be placed in Dry Slough under the temporary detour bridge to maintain flows. None of the project's temporary or permanent design features would impede or redirect flood flows, thus Project impacts would be less than significant.

- i) Because the . both the existing and proposed bridges do not have the capacity to convey the 100-year and 50-year storms or meet the FHWA and Caltrans' freeboard design criteria, and the proposed bridge will result in a slight decrease in water surface elevations at the upstream bridge face compared to the existing bridge,, the project will not increase the exposure of people or structures to a significant risk of loss due to flooding compared to the existing bridge. Although the Project is located within a hazard area associated with the failure of the Monticello Dam on Putah Creek (Yolo County 2009b), the project, as a bridge replacement, would not increase the risk of loss, injury, or death from a dam failure. Thus, no impact will occur.
- j) Yolo County is generally only subject to low - moderate earthquake-induced ground shaking, the hazard of a seiche is not considered high (Yolo County 2009c). Areas that are highly susceptible to tsunami inundation include low-lying coastal areas, such as tidal flats, marshlands, and former bay margins that have been artificially filled. Yolo County is not in a coastal area and is not highly susceptible to tsunami inundation (Yolo County 2009b). The project is not in an area subject to seiche or tsunami. The topography of the project area is relatively flat and is not at risk of mudflows. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>X. LAND USE AND PLANNING - Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Replacement of the existing substandard bridge with a slightly wider and longer bridge will not impact established communities, result in incompatible land uses, cause economic or social changes, alter the present or planned land use of the area, or conflict with adopted policies, plans, or regulations. No impact will occur.
- b) The project, as a bridge replacement for safety upgrade, is consistent with the circulation diagram. It will not alter the existing road's alignment or capacity. The bridge will be designed to accommodate future expansion of the structure and roadway associated with a future water quality/detention pond at the bridge location, as recommended in the 2005 Moody Slough Sub-basin Drainage Report and adopted into the City's Storm Drainage Master Plan (Drake Haglan and Associates 2013). The project will not conflict with any City land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect.
- c) The Project is consistent with the City of Winters Habitat Mitigation Program, as described in Section IV.(f) Biological Resources. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XI. MINERAL RESOURCES - Would the project:</b>				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION:**

- a) The proposed project will not change the existing availability of minerals in the region.
- b) The project is not located in a designated mineral resource zone (Yolo County 2009a). Existing mining operations do not occur in the Project vicinity. The proposed project will not change the existing availability of locally important mineral resource recovery sites.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XII. NOISE - Would the project:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mi of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project will not result in operational-phase noise above existing levels in the project area. The parcels surrounding the project area are zoned open space north of Dry Slough and residential south of Dry Slough.. The current land uses on all of the adjacent parcels is agriculture. The nearest residence is approximately 0.25 mi to the south of the project area (Google Earth 2013). The City of Winters General Plan noise policies in Table II-4 in Section VII Health and Safety (City of Winters, 1992b) establishes an external daytime noise level limit of 50 dBA for rural and open space land uses. Construction activities such as pile driving, jack hammering, and grading operations could temporarily exceed these noise levels in the vicinity of the Project. The City has both a Noise Ordinance and Standard Specifications that regulate construction noise. These regulations restrict construction activities to 7:00am to 7:00 pm Monday through Friday only (holidays excluded). Implementation of the project would be subject to these policies and regulations. Given that the nearest noise-sensitive receptor is 0.25 mi away, and that the project contractor would adhere to applicable City construction-related noise standards, project impacts are less than significant impact.
- b) Project construction includes activities, such as drilling and pneumatic hammering, may result in the periodic, temporary generation of ground borne vibration. Any potential ground borne vibration levels would be temporary and periodic and in nature and expected to rapidly dissipate over 0.25 mil before reaching the nearest residence. Potential project impacts are less than significant.
- c) The project will not result in operational-phase noise above existing levels within the project area.

No impact will occur.

- d) Construction activities would increase noise levels temporarily in the vicinity of the project. Actual noise levels would depend on the type of construction equipment involved, distance to the source of the noise, weather, time of day, and other factors. However, these increases would be temporary and the project would be required to comply with the City construction noise standards. Furthermore, the project would not be located adjacent to a noise-sensitive land use. Potential impacts are less than significant.
- e) The project is not located within two miles of a public airport, public use airport, or private airstrip. No impact will occur.
- f) See response to Question XI.e. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XIII. POPULATION AND HOUSING - Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Replacement of the existing bridge will not increase the traffic capacity of Railroad Avenue. The project would not induce substantial population growth.
- b) The project would not remove any housing. No impact will occur.
- c) The project would not displace any people. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
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**XIV. PUBLIC SERVICES**

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- |                       |                          |                          |                                     |                          |
|-----------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Fire Protection?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Police Protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Schools?           | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Parks?             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**DISCUSSION**

- a) Replacement of the existing substandard bridge will improve public safety along Railroad Avenue. The project will not result in an increase in population served by government facilities. The project will not require the provision of, or need for, new or altered governmental facilities. The project will not significantly impact acceptable service ratios, response times, or other performance objectives for any public services.
- b) See response to Question XIII.a. Project impacts less than significant.
- c) See response to Question XIII.a. Project impacts less than significant.
- d) See response to Question XIII.a. Project impacts less than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XV. RECREATION</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) There are no recreational facilities in the vicinity of the project. The project would not require the construction or expansion of recreational facilities.
- b) See response to Question XIV.a. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XVI. TRANSPORTATION/TRAFFIC - Would the project:</b>				
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and, relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including but not limited to, level of service standards, and travel demand measures or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project consists of replacing the existing substandard bridge with a new bridge. Railroad Avenue is a two-lane road north and south of the bridge. The project will not result in an increase in traffic in the area and will not cause an exceedance of the level of service standard established on Railroad Avenue.
- b) See response to Question XV.a. No impact will occur.
- c) Replacement of the existing bridge will not affect air traffic patterns. No impact will occur.
- d) The project consists of replacing the existing substandard bridge with a new bridge. The new bridge and roadway approaches will improve public safety. No impact will occur.
- e) During construction of the replacement bridge, Railroad Avenue would remain open to traffic by use of a temporary detour over two lane bridge just east of the existing bridge. The project contractor would be required to prepare a Traffic Management Plan for construction activities to ensure adequate access for emergency vehicles during project construction. Because of the temporary

nature of this disruption and the presence of an established detour, this is a less than significant impact.

- f) The project would not affect parking. No impact will occur.
- g) The project would not conflict with the City of Winters Bikeway Master Plan (City of Winters, January 2013) that indicates no existing bike routes or planned bicycle routes or bus routes along Railroad Avenue at the project location. The Project design does not include designated bicycle lanes, but does include paved 4-ft shoulders on each side of the proposed bridge. The bridge will accommodate future widening of the structure. The replacement of the existing substandard bridge with a new, wider bridge will improve bicyclist safety. Thus, the project will not conflict with adopted policies, plans, or programs supporting alternative transportation.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XVII. UTILITIES AND SERVICE SYSTEMS - Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project will not require the expansion of existing or construction of new wastewater treatment facilities, water supplies or facilities, or septic systems. There would be no impact to utilities and service systems.
- b) See response to Question XVI.a. No impact will occur.
- c) An agricultural drainage ditch along the northwestern side of the Project may be improved to increase its functionality. Erosion and siltation in Dry Slough resulting from these construction activities will be minimized through adherence to construction provisions, precautions, and stipulations as described in the BIO-4 EPM. Minor alterations to the existing agricultural drainage ditch in the project area are not anticipated to cause significant environmental effects. Project impacts are less than significant.
- d) See response to Question XVI.a. No impact will occur.
- e) See response to Question XVI.a. No impact will occur.
- f) Solid waste generated by the project would be limited to construction debris, including asphalt and

concrete, generated by the demolition of the existing bridge and construction of the proposed improvements. Solid waste disposal would occur in accordance with federal, state, and local regulations. Disposal would occur at permitted landfills, and the project would not generate the need for new solid waste facilities. No impact will occur.

- g) The project would conform to all applicable state and federal solid waste regulations. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant	No Impact
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**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:**

- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects, which will cause Substantial adverse effects on human beings, either directly Or indirectly?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**DISCUSSION**

- a) With implementation of the environmental protection measures incorporated into the Project design and description, and adherence to existing rules, regulations, and policies as described in sections I through XVI, Project impacts are less than significant.
- b) The project will result in no cumulatively considerable impacts.
- c) The project is intended to provide safety improvements to Railroad Avenue within the project area and would result in beneficial effects.

**MITIGATION MEASURES:**

No mitigation measures are required.

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EDMUND G. BROWN JR.  
GOVERNORMATTHEW RODRIGUEZ  
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ENVIRONMENTAL PROTECTION

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**Central Valley Regional Water Quality Control Board**

29 July 2013

John Donlevy  
City of Winters  
Public Works Department  
318 First Street, City Manager's Office  
Winters, CA 95694

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**COMMENTS TO REQUEST FOR REVIEW FOR THE DRAFT NEGATIVE DECLARATION,  
RAILROAD AVENUE BRIDGE AT DRY SLOUGH (22C-0114) REPLACEMENT PROJECT,  
SCH NO. 2013072009, YOLO COUNTY**

Pursuant to the State Clearinghouse's 3 July 2013 request, the Central Valley Regional Water Quality Control Board (Central Valley Water Board) has reviewed the *Request for Review for the Draft Negative Declaration* for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project, located in Yolo County.

Our agency is delegated with the responsibility of protecting the quality of surface and groundwaters of the state; therefore our comments will address concerns surrounding those issues.

**Construction Storm Water General Permit**

Dischargers whose project disturb one or more acres of soil or where projects disturb less than one acre but are part of a larger common plan of development that in total disturbs one or more acres, are required to obtain coverage under the General Permit for Storm Water Discharges Associated with Construction Activities (Construction General Permit), Construction General Permit Order No. 2009-009-DWQ. Construction activity subject to this permit includes clearing, grading, grubbing, disturbances to the ground, such as stockpiling, or excavation, but does not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. The Construction General Permit requires the development and implementation of a Storm Water Pollution Prevention Plan (SWPPP).

For more information on the Construction General Permit, visit the State Water Resources Control Board website at:

[http://www.waterboards.ca.gov/water\\_issues/programs/stormwater/constpermits.shtml](http://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.shtml).

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KARL E. LONGLEY SCD, P.E., CHAIR | PAMELA C. CREEDON P.E., BCCE, EXECUTIVE OFFICER

11020 Sun Center Drive #200, Rancho Cordova, CA 95870 | [www.waterboards.ca.gov/centralvalley](http://www.waterboards.ca.gov/centralvalley)

### **Phase I and II Municipal Separate Storm Sewer System (MS4) Permits<sup>1</sup>**

The Phase I and II MS4 permits require the Permittees reduce pollutants and runoff flows from new development and redevelopment using Best Management Practices (BMPs) to the maximum extent practicable (MEP). MS4 Permittees have their own development standards, also known as Low Impact Development (LID)/post-construction standards that include a hydromodification component. The MS4 permits also require specific design concepts for LID/post-construction BMPs in the early stages of a project during the entitlement and CEQA process and the development plan review process.

For more information on which Phase I MS4 Permit this project applies to, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/municipal\\_permits/](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/municipal_permits/).

### **Industrial Storm Water General Permit**

Storm water discharges associated with industrial sites must comply with the regulations contained in the Industrial Storm Water General Permit Order No. 97-03-DWQ.

For more information on the Industrial Storm Water General Permit, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/water\\_issues/storm\\_water/industrial\\_general\\_permits/index.shtml](http://www.waterboards.ca.gov/centralvalley/water_issues/storm_water/industrial_general_permits/index.shtml).

### **Clean Water Act Section 404 Permit**

If the project will involve the discharge of dredged or fill material in navigable waters or wetlands, a permit pursuant to Section 404 of the Clean Water Act may be needed from the United States Army Corps of Engineers (USACOE). If a Section 404 permit is required by the USACOE, the Central Valley Water Board will review the permit application to ensure that discharge will not violate water quality standards. If the project requires surface water drainage realignment, the applicant is advised to contact the Department of Fish and Game for information on Streambed Alteration Permit requirements.

If you have any questions regarding the Clean Water Act Section 404 permits, please contact the Regulatory Division of the Sacramento District of USACOE at (916) 557-5250.

---

<sup>1</sup> Municipal Permits = The Phase I Municipal Separate Storm Water System (MS4) Permit covers medium sized Municipalities (serving between 100,000 and 250,000 people) and large sized municipalities (serving over 250,000 people). The Phase II MS4 provides coverage for small municipalities, including non-traditional Small MS4s, which include military bases, public campuses, prisons and hospitals.

29 July 2013

**Clean Water Act Section 401 Permit – Water Quality Certification**

If an USACOE permit, or any other federal permit, is required for this project due to the disturbance of waters of the United States (such as streams and wetlands), then a Water Quality Certification must be obtained from the Central Valley Water Board prior to initiation of project activities. There are no waivers for 401 Water Quality Certifications.

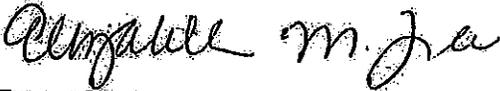
**Waste Discharge Requirements**

If USACOE determines that only non-jurisdictional waters of the State (i.e., "non-federal" waters of the State) are present in the proposed project area, the proposed project will require a Waste Discharge Requirement (WDR) permit to be issued by Central Valley Water Board. Under the California Porter-Cologne Water Quality Control Act, discharges to all waters of the State, including all wetlands and other waters of the State including, but not limited to, isolated wetlands, are subject to State regulation.

For more information on the Water Quality Certification and WDR processes, visit the Central Valley Water Board website at:

[http://www.waterboards.ca.gov/centralvalley/help/business\\_help/permit2.shtml](http://www.waterboards.ca.gov/centralvalley/help/business_help/permit2.shtml).

If you have questions regarding these comments, please contact me at (916) 464-4684 or [tleak@waterboards.ca.gov](mailto:tleak@waterboards.ca.gov).



for Trevor Cleak  
Environmental Scientist

cc: State Clearinghouse Unit, Governor's Office of Planning and Research, Sacramento



**SYCAMORE ENVIRONMENTAL CONSULTANTS, INC.**

6355 Riverside Blvd., Suite C, Sacramento, CA 95831

916/ 427-0703

Fax 916/ 427-2175

7 August 2013

Mr. Alan L. Mitchell, P.E.  
Ponticello Enterprises Consulting Engineers, Inc.  
1216 Fortna Avenue  
Woodland, CA 95776  
Phone: 530/668-5883

**Subject: Final Initial Study/ Negative Declaration for the Railroad Avenue Bridge at Dry Slough  
(22C-0114) Replacement Project**

Dear Alan:

Enclosed is the Final Initial Study/Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project (one hardcopy and one electronic copy). A publicly circulated draft of the Initial Study/Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project was submitted to the State Clearinghouse on 3 July 2013. The 30-day review period ended on 2 August 2013.

The City received one comment letter from Central Valley Regional Water Quality Control Board. This comment letter is a general discussion of the Board's responsibilities. It does not contain any project-specific comments. No response is necessary. No revisions to the Draft IS/ND or errata are required.

The word "Draft" will be removed from the July 2013 IS/ND, finalizing this document, pending adoption by the City Council. This letter (and the attached CVRWQCB comment letter) should be included or referenced in the City's Staff Report for the City Council for this IS/ND.

Please note that upon City Council adoption of this IS/ND, the City must file the Notice of Determination with the Yolo County Clerk-Recorder's office <http://www.yolorecorder.org/fees/> and pay the combined CDFW and County Clerk-Recorder filing fee of \$2,206.25. After filing at the County Clerk-Recorder, the NOD should also be filed at the OPR - State Clearinghouse. Sycamore Environmental would like a copy of the County Clerk-Recorder-stamped NOD and CDFW filing fee receipt for our records.

Thank you for the opportunity of working on this project. If you have any questions, please call.

Cordially,

Jeffery Little  
Vice President

**Attachments:** CVRWQCB comment letter to the Draft Initial Study/ Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project.

One (1) hardcopy and one (1) electronic copy - Final Initial Study/Negative Declaration for the Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project.

**cc:** Carol Scianna, Environmental Services Manager, City of Winters  
Stacey Alliguie, P.E., Drake Haglan and Associates

**RESOLUTION NO. 2013-26****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
FINALIZING AND APPROVING THE NEGATIVE DECLARATION FOR  
THE RAILROAD AVENUE BRIDGE AT DRY SLOUGH (22C-0114)  
REPLACEMENT PROJECT**

WHEREAS, the Railroad Avenue Bridge at Dry Slough (22C-0114) has a Caltrans sufficiency rating of 2.0 with a status of "Structurally Deficient"; and

WHEREAS, the Caltrans rating of 2.0 qualifies the existing bridge for replacement under the federal-aid Highway Bridge Program (HBP); and

WHEREAS, the City of Winters Public Works department proposes to replace the bridge under the HBP program; and

WHEREAS, on July 3, 2013 a draft Negative Declaration was released for public review and submitted to the State Clearinghouse for a 30-day review period ending on August 2, 2013; and

WHEREAS, one timely comment letter was received; and

WHEREAS, the comment letter was addressed in the staff report to the City Council; and

WHEREAS, a legally noticed public hearing on the project was held before the City Council on August 20, 2013 in order to receive input and testimony;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that:

1. The City Council has considered the draft Negative Declaration before making a decision on the project.
2. The City Council has considered comments received on the draft Negative Declaration during the public review process;
3. The City Council finds that the environmental checklist/initial study identified that the proposed project could not have a significant effect on the environment.
4. The Final Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Final Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and 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 City Council has determined that no special findings related to proximity to public use airports, pursuant to Section 15074(e) of the CEQA Guidelines, are required.
8. The City Council hereby adopts the Final Negative Declaration in Exhibit A attached hereto and incorporated herein by this reference.
9. A Notice of Determination (NOD) shall be filed with the County Clerk immediately following approval of the project. Appropriate Department of Fish and Game fees shall be filed.

I HEREBY CERTIFY THAT the foregoing resolution was duly and regularly adopted by the City Council of the City of Winters, County of Yolo, State of California, on the 20th day of August 2013 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Cecilia Aguiar Curry, Mayor

ATTEST:

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

**Exhibits:**

A – Final Negative Declaration and Initial Study

**City of Winters  
Department of Public Works**

**INITIAL STUDY/ NEGATIVE DECLARATION**

***Railroad Avenue Bridge at Dry Slough (22C-0114)  
Replacement Project***

***July 2013***

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**PROJECT INFORMATION**

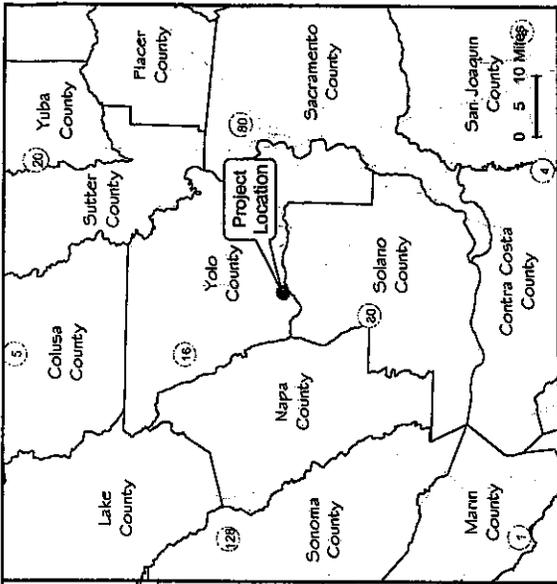
1. **Project title:** Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project
2. **Lead agency name and address:** City of Winters Department of Public Works  
318 First Street  
Winters, CA 95694
3. **Contact person and phone number:** Alan Mitchell  
City Engineer  
City of Winters Department of Public Works  
530- 668-5883  
Alan.Mitchell@ponticelloinc.com  
  
John Donlevy  
City Manager  
530-795-4910  
John.donlevy@cityofwinters.org
4. **Project location:** The 2 ac project area is located along Railroad Avenue in a rural setting on the north side of the City of Winters, approximately 0.77 mi north of State Route 128 (Figure 1, Figure 2). Railroad Avenue is called County Road 89 outside the City limits. Railroad Avenue runs north/south and parallels an abandoned railroad line. The Project area is located on the Winters USGS topographic quad (T8N, R1W, Sections 15 and 16) and is in the Lower Sacramento hydrologic unit (hydrologic unit code 18020163). Its centroid is 38.535966° north, 121.970983° west (WGS84) and its UTM coordinates (Zone 10 N) are 589,685 m East; 4,265,786 m North. The Project occurs in a rural agricultural area. The Project area is bound by agricultural fields on all sides. Elevation in the project area is approximately 130-135 ft above sea level.
5. **Project sponsor's name and address:** Same as lead agency.
6. **General Plan designation:** The majority of the project area is ROW of Railroad Avenue. The General Plan designations of land adjacent to the project area on both sides of Railroad Avenue north of Dry Slough is Open Space. South of Dry Slough it is Low-Density Residential on the west side of Railroad Ave, and Medium/High Density Residential on the east side of Railroad Ave.
7. **Zoning:** The majority of the project area is public ROW of Railroad Avenue. The zoning designation of parcels adjacent to project area is Open Space (O-S) on both sides of the road north of Dry Slough, Single-family residential (R-1) on west side south of Dry Slough, and Multi-family Residential (R-3) on east side south of Dry Slough.
8. **Description of project:** A complete project description is provided below.

9. **Surrounding land uses and setting:** See Table 1.

Table 1. Surrounding land use, zoning, and general plan designation.

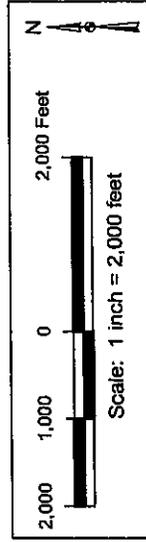
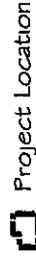
Relation to Project	Land Use	Zoning	General Plan Designation
Project Area. Railroad Avenue (north and south)	City arterial street	NA	NA
East	Trees along street, Dry Slough channel south of proposed bridge. Plowed agricultural fields and young orchards	Open Space (O-S) north of Dry Slough; Multi-family Residential (R-3) south of Dry Slough.	Open Space (OS) north of Dry Slough; Med/High Density Residential south of Dry Slough
West	Agricultural drainage ditch north of bridge. {Plowed agricultural Fields and young orchards	Open Space (O-S) north of Dry Slough; Single family Residential (R-1) south of Dry Slough	Open Space (OS) north of Dry Slough; Low-density Residential south of Dry Slough

10. **Other public agencies whose approval is required:** Caltrans, as the Federal Highway Administration designee, will review and approve the project pursuant to the National Environmental Policy Act (NEPA). Permits needed for this project include a Clean Water Act (CWA) Section 404 Nationwide 14 (Linear Transportation) permit, a Section 401 of the CWA Water Quality Certification and a Phase II National Pollution Discharge Elimination System (NPDES) permit from the Regional Water Quality Control Board (RWQCB), and a 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW, formerly the Department of Fish and Game (DFG).

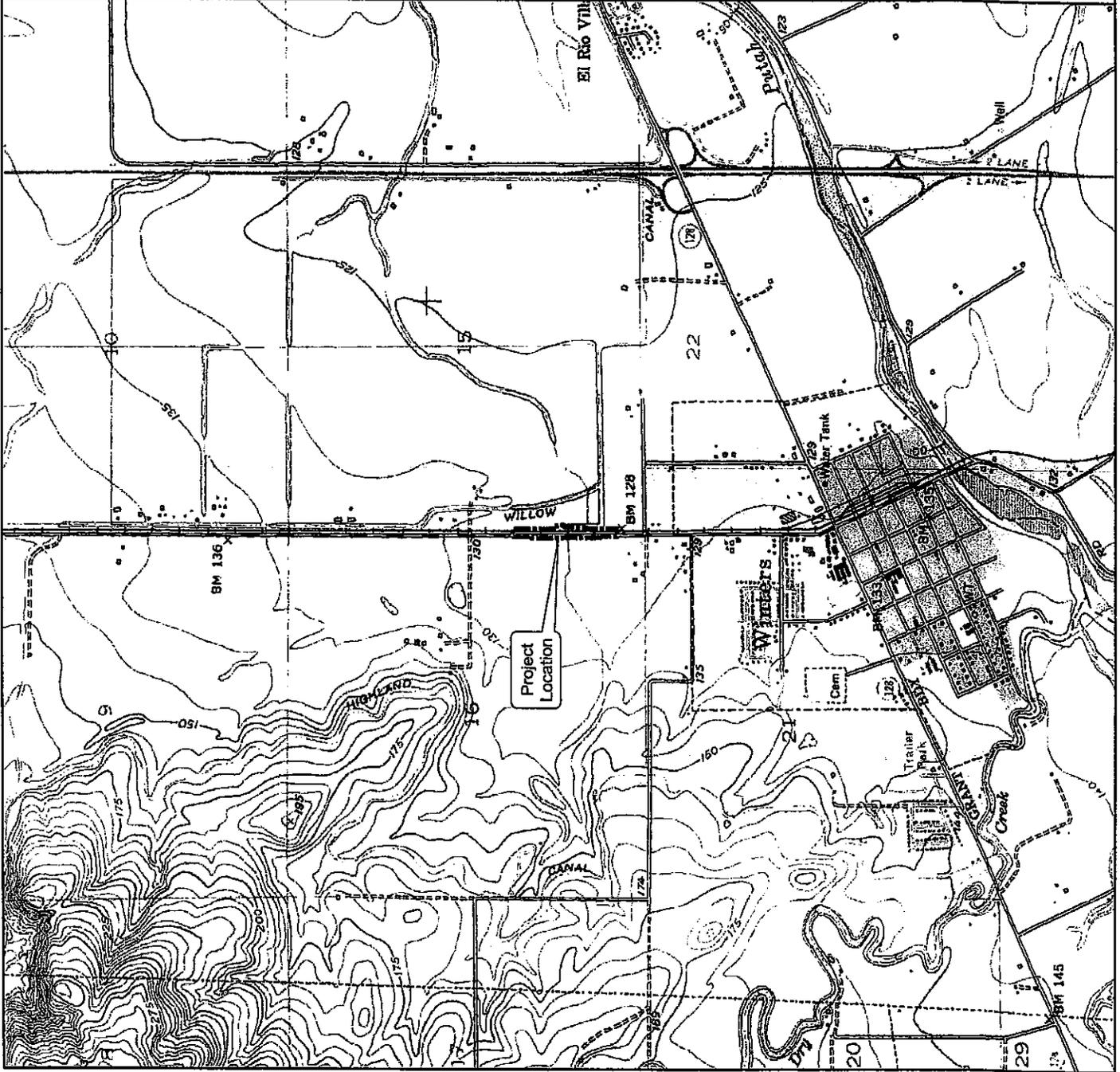


Railroad Avenue Bridge at  
 Dry Slough (22C-0114)  
 Replacement Project  
 City of Winters, CA  
 25 January 2013

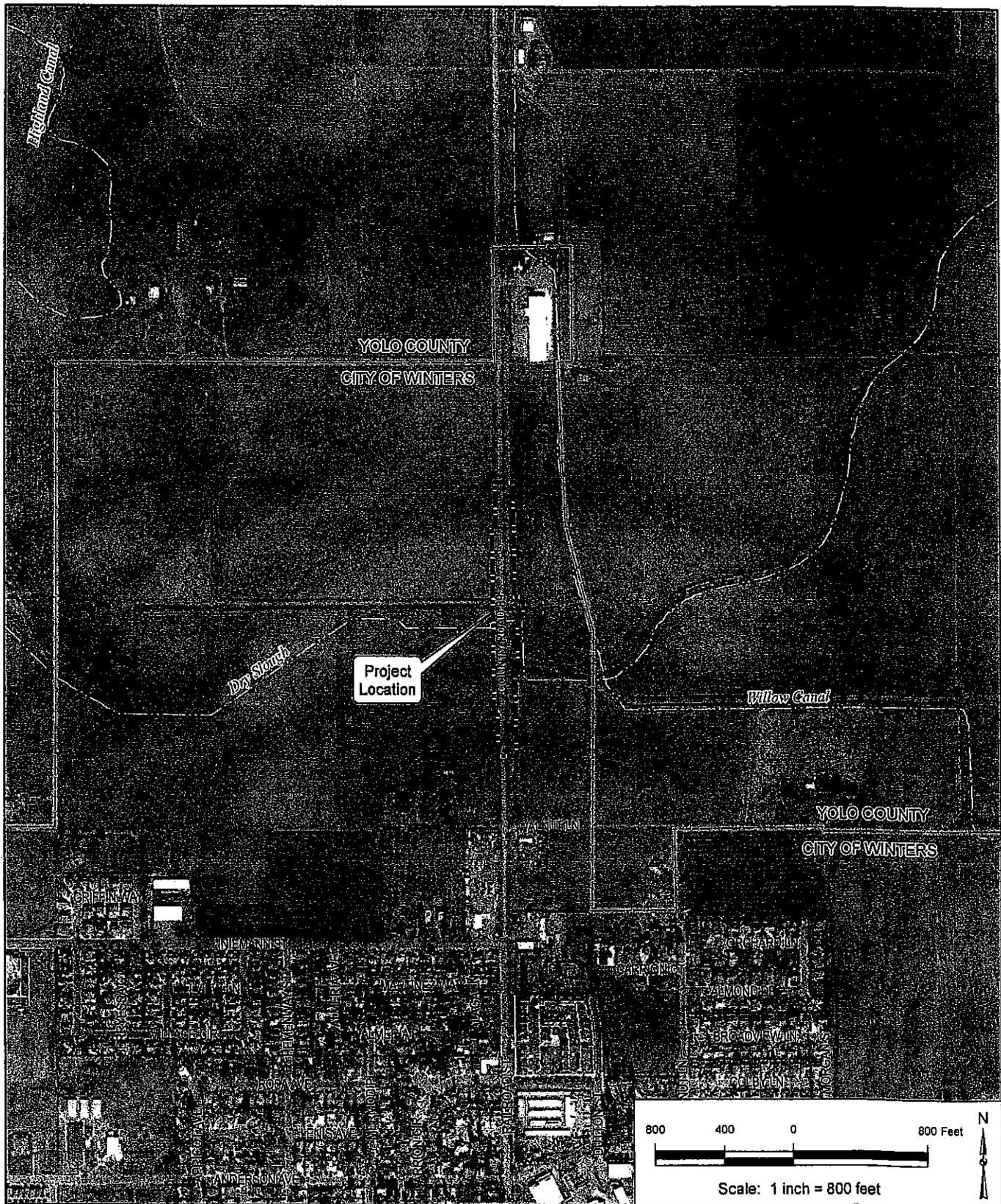
Figure 1. Location Map



Winters, CA (1978)  
 USGS 7.5' Quadrangle DRG  
 CASIL California Digital Raster Graphics,  
 7.5 Minute (C) Series, Albers NAD83 Mosaics (MRSID)



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Railroad Avenue Bridge at  
 Dry Slough (22C-0114)  
 Replacement Project  
 City of Winters, CA  
 25 January 2013

-  Project Study Area
-  City Limits
-  NHD Flowlines

Aerial Photograph: 29 May 2010  
 NAIP2010 USDA FSA  
 ESRI ArcGIS Basemap Layer  
 USGS National Hydrography Dataset (NHD)

Figure 2. Aerial Photograph

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**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Aesthetics                    | <input type="checkbox"/> Agriculture Resources              | <input type="checkbox"/> Air Quality            |
| <input type="checkbox"/> Biological Resources          | <input type="checkbox"/> Cultural Resources                 | <input type="checkbox"/> Geology /Soils         |
| <input type="checkbox"/> Hazards & Hazardous Materials | <input type="checkbox"/> Hydrology / Water Quality          | <input type="checkbox"/> Land Use/ Planning     |
| <input type="checkbox"/> Mineral Resources             | <input type="checkbox"/> Noise                              | <input type="checkbox"/> Population / Housing   |
| <input type="checkbox"/> Public Services               | <input type="checkbox"/> Recreation                         | <input type="checkbox"/> Transportation/Traffic |
| <input type="checkbox"/> Utilities / Service Systems   | <input type="checkbox"/> Mandatory Findings of Significance |   |

**DETERMINATION:**

(To be completed by the Lead Agency)

On the basis of this initial evaluation, the following finding is made:

- The proposed project **COULD NOT** have a significant effect on the environment, and a **NEGATIVE DECLARATION** will be prepared.
- Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A **MITIGATED NEGATIVE DECLARATION** will be prepared.
- The proposed project **MAY** have a significant effect on the environment, and an **ENVIRONMENTAL IMPACT REPORT** is required.
- The proposed project **MAY** have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An **ENVIRONMENTAL IMPACT REPORT** is required, but it must analyze only the effects that remain to be addressed.
- Although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or **NEGATIVE DECLARATION** pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or **NEGATIVE DECLARATION**, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature (prepared by): \_\_\_\_\_

\_\_\_\_\_ Date

## **BACKGROUND AND INTRODUCTION**

This Initial Study provides an environmental analysis pursuant to the California Environmental Quality Act (CEQA) of 1970, as amended, for the proposed Railroad Avenue Bridge at Dry Slough (22C-0114) Replacement Project (proposed project).

## **PROJECT DESCRIPTION**

### **PROJECT HISTORY**

The City of Winters Department of Public Works proposes to replace the existing Railroad Avenue Bridge at Dry Slough (22C-0114) under the federal-aid Highway Bridge Program (HBP). The project is consistent with the City's General Plan Circulation Section or Diagram; it will not alter the existing road alignment or capacity. The project is listed in Amendment #2 to the 2011-2014 Metropolitan Transportation Improvement Program (SACOG, 2011) and is included in the City of Winters Capital Improvement Plan for 2012-2013 and 2013-2014 (CIP# 11-02). The existing Railroad Avenue Bridge is a 2-lane multi-cell concrete box culvert with very short spans (approximately 7.5 ft) that was constructed in 1920. The existing bridge is 32 ft long and 23 ft wide. The bridge exhibits advanced deterioration of the deck with evidence of scour and undermining of the foundation. The existing bridge has a Caltrans sufficiency rating of 2.0 with a status of "Structurally Deficient." Sufficiency rating is a measure of a bridge's structural adequacy and safety, serviceability and functionality, and essentiality for public use. A sufficiency rating of less than 50 qualifies a bridge for replacement according to HBP guidelines.

The proposed replacement bridge type will be a single span, precast voided slab with a polyester concreted overlay. The new bridge will be approximately 47 ft in length and 35 ft-4 inches wide, with two 12-ft wide traffic lanes and two 4-ft wide shoulders. Construction of the proposed bridge is planned for spring of 2014.

Two alternatives were considered: the No Project Alternative and the proposed Complete Replacement Alternative. Under the No Project Alternative, the existing bridge would remain with no change in conditions.

The existing bridge over Dry Slough provides access to several farms in the area, and there is no easy offsite detour route available. A temporary two-lane detour will be constructed to the east of Railroad Avenue, between the row of non-native mulberry trees along Railroad Avenue and Dry Slough. The temporary detour bridge was proposed on the east side of the existing road rather than on the west side to avoid Right-of-way acquisition and minimize impacts to prime and unique farmland and to the agricultural drainage system northwest of the existing bridge.

### **REPLACEMENT BRIDGE DESCRIPTION**

Under the Complete Replacement Alternative, the existing bridge would be removed, disposed, and replaced by a single span, precast voided slab with a polyester concrete overlay, and will be widened to meet current City standards (Figure 3). A structure depth of 1 ft-9 inches will be used. The new bridge will be approximately 47 ft in length and 35 ft-4 inches wide, with two 12-ft wide traffic lanes and two 4-ft wide shoulders, along with 1 ft-8 inches metal bridge railing on each side. The beams will sit on seat type

abutments founded on a single row of cast-in-drilled-hole concrete piles. The bridge will be designed to allow for future widening of the structure.

Under HBP guidelines, the replacement bridge must meet the FHWA and FEMA hydraulic requirements (for bridges as described in the Caltrans Local Assistance Procedures Manual (LAPM)); however, design exceptions may be made if sufficient evidence is provided. According to the FEMA flood map, this segment of Railroad Avenue on the north side of Winters is inundated with approximately 2 ft of water during a 100-year storm event. Because the road inundates, the project qualifies for and will need a design exception for hydraulic requirements.

Since the roadway approaches are flooded during the base flood, the City has indicated that a design exception is anticipated for the FHWA design and base flood frequency and freeboard clearance requirements. This design exception does not require formal approval from FHWA; the City will retain the documentation in the project file.

#### **ROADWAY PROFILE DESCRIPTION**

The Average Daily Traffic (ADT) on Railroad Avenue in the Project area is 1,670 as of 1998 (Drake Haglan and Associates, 2012). The City of Winters General Plan shows Railroad Avenue as an arterial road (City of Winters, 1992b). Railroad Avenue is posted at 45 mph; however, the preferred design speed per the City is 50 mph. The ultimate street section based on the City's arterial street standards is 54-ft, and includes a 14-ft wide median, 6-ft bike lanes, and 14-ft lanes. This ultimate condition is not anticipated to be constructed for many years and the existing road near the bridge has little to no shoulders. Building the bridge to this ultimate condition would require widening of the roadway leading up to the bridge, and tapering back down significantly off the bridge. This width also exceeds the American Association of State Highway and Transportation Officials (AASHTO) standard for an arterial road, which Caltrans uses as the criteria for determining the appropriate width to be funded through the HBP. Building excess width would not be considered to be appropriate usage of HBP funds. These reasons were considered in the City Manager's decision to use the minimum standards of two 12-ft wide lanes and two 4-ft wide shoulders for the approach roadway width. While the horizontal alignment will match the existing, the vertical profile will be raised approximately 4 inches, and will comply with the requirements for a 50-mph design speed. The approaches will conform to the existing roadway approximately 200-ft from each end of the bridge.

#### **CONSTRUCTION ACTIVITIES**

##### Temporary Detour

The existing bridge over Dry Slough provides access to several farms in the area, and there is no easy offsite detour route available. A temporary two-lane detour will be constructed to the east of Railroad Avenue, between the row of non-native trees along Railroad Avenue and Dry Slough. The temporary detour route will be designed to preserve as many of the non-native mulberry trees along the east side of Railroad Avenue as possible. Some vegetation removal will also occur within and around Dry Slough.

The approximately 30 ft wide and 800 ft long detour will include a temporary creek crossing constructed out of fill material. At the slough, an appropriately sized culvert will be placed in the creek during the dry

season, when the creek is typically dry. The pipe will be buried within the fill, and the creek will be protected from sedimentation with water quality BMPs.

#### Permanent Improvements

Construction will consist of removal of 6-10 non-native, mulberry trees that range from 10-15" diameter at breast height (dbh), removal, clearing and grubbing to accommodate the wider bridge and wing walls, removal of the existing bridge, excavating for the new bridge abutments, drilling pile foundations, and placing asphalt concrete on both the approaches, as well as a concrete polyester overlay on the bridge.

Bridge demolition requirements will follow section 15-4.02 of the Caltrans Standard Specifications (Caltrans 2010). Removal of the existing bridge will likely involve saw cutting, jack-hammering, ramming (with a mechanical ram mounted on a backhoe), and crane work. All demolition materials will be disposed of in accordance with all Caltrans, state, and local rules and regulations, including proper handling, transport, and disposal of hazardous materials, as described in the environmental protection measures below.

The majority of construction will occur in the dry season when Dry Slough will be dry or have the least amount of water present. Construction of the proposed bridge is planned for spring of 2014. Even though the majority of construction will occur during the portion of the year outside the rainy season, site reconnaissance has indicated there can be water in the creek during this time. There may be some dewatering and/or stream diversion required during construction. Flows in Dry Slough, if any, would pass through the existing channel under the bridge. Diversion methods may include the use of water pillows, rock, sandbags, sheet piling, pipes or coffer dams or other structural methods approved by the Project Engineer and CDFW. The proposed pile foundations will be drilled shafts, so dewatering for construction of the foundation is not anticipated. Since the new bridge will be precast, there will be no falsework in the creek. Materials and equipment staging will occur within various locations along the east side of the road within the Project area.

#### **RIGHT-OF-WAY**

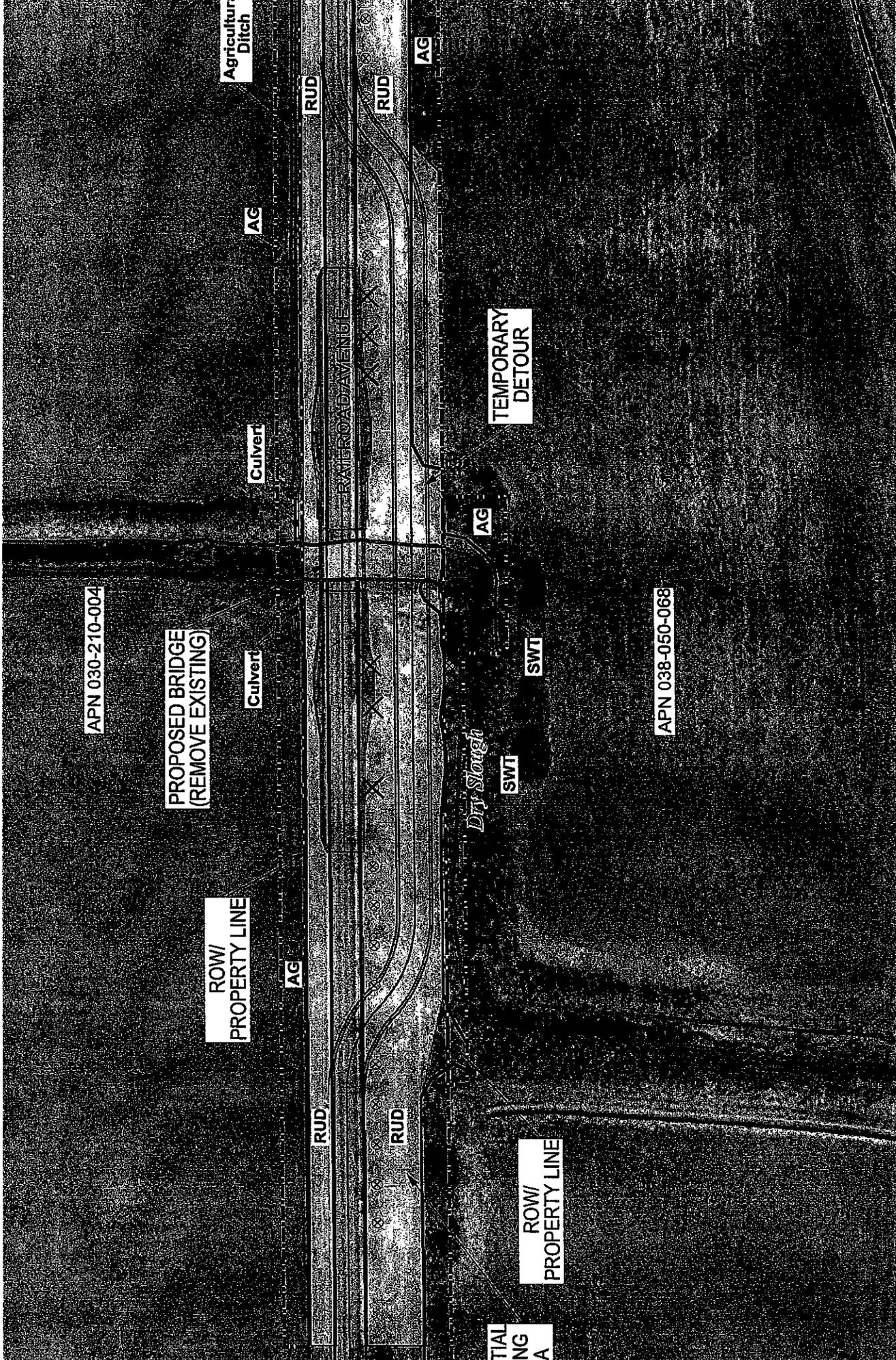
The existing right-of-way (ROW) is 70 ft wide with the centerline approximately 31.5 ft from the western ROW line. No ROW acquisition is required for replacement of the bridge. The City will require temporary construction easements from adjacent private parcels.

#### **UTILITIES**

Overhead and underground utilities run parallel to both sides of Railroad Avenue. Overhead electrical lines occur the west side of the road; overhead telecommunication lines occur on the east side of the road. A 14-inch forced sewer main runs along the east side of the Railroad Avenue approximately 38-ft off the centerline of the road. Relocation of the sewer line is not anticipated. An underground 4-inch diameter gas line runs along the west side of Railroad Avenue in the Project area approximately 10-feet from the edge of the proposed bridge deck as it crosses under the creek. Relocation of the gas line may be necessary.

#### **ENVIRONMENTAL PROTECTION MEASURES**

The City has incorporated the following changes or alterations, referred to henceforth as "environmental protection measures" into the project description to mitigate or avoid the significant effects on the environment. Environmental Protection Measures are listed in Table 2.



- Project Area Boundary (4.65 ac)
- Biological Resource Boundary
- Dry Slough / Agricultural Ditch
- Proposed Improvements
- Temporary Detour
- Permanent Impacts

Symbol/ Label	Biological Resource	Area (ac)	Temporary Impact (ac)	Permanent Impact (ac)	Total Impact (ac)
RUD	Ruderal / Disturbed	2.47	1.546	0.128	1.674
AG	Agriculture	1.03	0.134	0	0.134

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**INITIAL STUDY / NEGATIVE DECLARATION  
 Railroad Avenue Bridge at Dry Slough (22C0114) Replacement Project  
 City of Winters Public Works Department**

**Table 2. Environmental Protection Measures (EPM)**

Environmental Factor	EPM #	Environmental Protection Measures
Air Quality	AIR-1	<p>The City will implement some or all of the following dust control measures during project construction: watering all construction areas at least twice daily, maintaining at least 2 feet of freeboard or covering haul trucks, applying non-toxic binders to exposed areas after cut and fill operations and then hydro-seeding those areas, applying chemical soil stabilizers on inactive construction areas, planting vegetative ground cover in disturbed areas as soon as possible, covering inactive storage piles, street sweeping, and treating site accesses to a distance of 100 feet from the paved road with wood chips, mulch, or gravel.</p>
Biological Resources	BIO-1	<p><b>Western Pond Turtle</b></p> <ul style="list-style-type: none"> <li>• If Dry Slough is dry prior to initiation of construction, then no avoidance and minimization measures are necessary. If water is present in Dry Slough, then prior to construction, a preconstruction survey for WPT will be conducted and the following avoidance and minimization efforts will be implemented:</li> <li>• A qualified biologist will be present during clearing and grubbing activities along Dry Slough to ensure that no WPT are present. If a WPT is observed in the active construction zone, construction will cease until the biologist has either removed the WPT from the construction zone, or, after thorough inspection, determined that the WPT has moved away from the construction zone.</li> <li>• If, at other times during construction, construction personnel observe that a WPT is trapped in, or has retreated to, the active construction zone, construction will cease and a qualified biologist will be notified. Construction will resume when the biologist has either removed the WPT from the construction zone, or, after thorough inspection, determined that the WPT has moved away from the construction zone.</li> <li>• Environmentally Sensitive Areas (ESAs) will be established along the boundaries of the project area in the vicinity of Dry Slough to exclude construction activities from the aquatic habitat that is not to be affected. Temporary exclusionary fencing will be installed to define the limits of the ESA. Signs will be placed on the exclusionary fencing that state "Environmentally Sensitive Area."</li> <li>• The City of Winters will implement best management practices (BMPs) to prevent impacts to water quality in Dry Slough.</li> </ul>
Biological Resources	BIO-2	<p><b>Burrowing Owl</b></p> <ul style="list-style-type: none"> <li>• Prior to project construction, the County/Contractor shall retain a qualified biologist to conduct a preconstruction survey in accordance with the applicable sections of the Staff Report on Burrowing Owl Mitigation guidelines (CDFW 7 March 2012) of all publically accessible potential burrowing owl habitat within 500 ft of the project construction footprint. Preconstruction surveys shall be conducted no less than 14 days prior to construction.</li> <li>• If active burrowing owl nests are found within the project area, the City/Contractor will inform CDFW and implement measures consistent with the applicable portions of the Staff Report on Burrowing Owl Mitigation guidelines (7 March 2012) including:</li> <li>• During the non-breeding season (1 September through 31 January), the biologist shall establish a 160 ft Environmentally Sensitive Area (ESA) around the burrow. During the breeding season (1 February through 31 August), the biologist shall establish a 250 ft ESA</li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
		<p>around the burrow in consultation with DFG.</p> <ul style="list-style-type: none"> <li>• The size of the ESA may be reduced if the biologist monitors the construction activities and determines that no disturbance to the burrowing owl is occurring. Reduction of ESA size depends on the location of the burrow relative to the project, project activities during the time the burrow is active, and other project-specific factors.</li> <li>• If the burrow is located within the construction zone and it is during the non-breeding season, the burrowing owl can be passively excluded from the burrow using one-way doors, as described in the Exclusion Plan of Appendix E of the Staff Report on Burrowing Owl Mitigation (DFG 2012).</li> <li>• If the burrow is located within the construction zone and it is during the breeding season, the burrow owl can only be passively excluded if it has been confirmed that the owl has not begun egg laying and incubation, the clutch was unsuccessful, or juveniles from the occupied burrows are foraging independently and are capable of independent survival.</li> </ul>
Biological Resources	BIO-3	<p><b>Migratory Birds and Birds of Prey</b></p> <ul style="list-style-type: none"> <li>• <b>Swallows:</b> Swallows arrive in mid-February, increase in numbers until late March, and remain until October. Nesting begins in April, peaks in June, and continues into August. Measures shall be taken to prevent establishment of swallow nests prior to construction. Techniques to prevent nest establishment include the following:             <ul style="list-style-type: none"> <li>○ The contractor can visit the site weekly and remove partially completed nests using either hand tools or high pressure water; or</li> <li>○ Hang netting from the bridge before nesting begins. If this technique is used, netting should be in place from late February until bridge demolition occurs.</li> </ul> </li> <li>• <b>Swainson's Hawk</b> <ul style="list-style-type: none"> <li>○ A qualified biologist shall conduct a preconstruction survey of the BSA for Swainson's hawk in accordance with the May 2000 Recommended Timing and Methodology for Swainson's Hawk Nesting Surveys in California's Central Valley prepared by the Swainson's Hawk Technical Advisory Committee (TAC) as applicable. The survey area will extend 0.25 mi out from the BSA and include all publicly assessable sites. Portions of the survey area located on private land will be surveyed from all publicly accessible areas. If no active Swainson's hawk nests are found, no further action is necessary.</li> <li>○ If an active Swainson's hawk nest is found on or within 0.25 mi of the Project site, CDFW will be notified to develop take avoidance measures, to obtain buffer distances, and to determine the need for and duration of monitoring.</li> </ul> </li> <li>• <b>Other Birds of Prey and Migratory Birds</b> <ul style="list-style-type: none"> <li>○ If construction begins outside the 1 February to 31 August breeding season, there will be no need to conduct a preconstruction survey for active nests.</li> <li>○ Trees scheduled for removal should be removed during the non-breeding season from 2 September to 14 February.</li> <li>○ If construction is scheduled to begin between 15 February and 1 September, a qualified biologist shall conduct a</li> </ul> </li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
		<p>preconstruction survey for active nests from publicly accessible areas within 14 days prior to the start of construction. The survey area shall cover the construction site and the area surrounding the construction site including a 100 ft radius for MBTA birds, a 250 ft radius for birds of prey and a quarter mi radius for Swainson's hawks. If no active nest of a bird of prey, MBTA bird, or special status bird is found, then no further mitigation measures are necessary.</p> <ul style="list-style-type: none"> <li>o If an active nest of a bird of prey, MBTA bird, or other DFG protected bird is discovered that may be adversely affected by construction activities or an injured or killed bird is found, immediately:             <ul style="list-style-type: none"> <li>o Stop all work within a 100-ft radius of the discovery.</li> <li>o Notify the Engineer.</li> <li>o Do not resume work within the 100-ft radius until authorized.</li> </ul> </li> <li>o The biologist shall establish a minimum 250-ft Environmentally Sensitive Area (ESA) around the nest if the nest is of a bird of prey, and a minimum 100-ft ESA around the nest if the nest is of an MBTA bird other than a bird of prey.</li> <li>o Activity in the ESA will be restricted as follows:             <ul style="list-style-type: none"> <li>o Do not enter the ESA unless authorized.</li> <li>o If the ESA is breached, immediately:                 <ul style="list-style-type: none"> <li>▪ Secure the area and stop all operations within 60 ft of the ESA boundary.</li> <li>▪ Notify the Engineer.</li> </ul> </li> <li>o If the ESA is damaged, Caltrans determines what efforts are necessary to remedy the damage and who performs the remedy.</li> </ul> </li> <li>o No construction activity will be allowed in the ESA until the biologist determines that the nest is no longer active, or unless monitoring determines that a smaller ESA will protect the active nest.</li> <li>o The size of an ESA may be reduced if the biologist monitors the construction activities and determines that no disturbance to the active nest is occurring. Reduction of ESA size depends on the species of bird, the location of the nest relative to the project, project activities during the time the nest is active, and other project-specific factors.</li> <li>o Between 15 February and 1 September, if additional trees or shrubs need to be trimmed and/or removed after construction has started, a survey will be conducted for active nests in the area to be affected. If an active nest is found, the above measures will be implemented.</li> <li>o If an active nest is identified in or adjacent to the construction zone after construction has started, the above measures will be implemented to ensure construction is not causing disturbance to the nest.</li> </ul>
Biological Resources	BIO-4	Dry Slough

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Environmental Factor	EPM #	Environmental Protection Measures
		<ul style="list-style-type: none"> <li>• The limits of construction will be marked with temporary fencing to prevent affecting Dry Slough unnecessarily.</li> <li>• No storage or dumping of oil, gasoline, or other substances shall be permitted within an ESA</li> <li>• No burning shall be permitted within an ESA.</li> <li>• In-water construction activities will be restricted to the period between 15 April and 15 October, subject to the Streambed Alteration Agreement, or before the onset of the rainy season, whichever occurs first. The onset of the rainy season is defined as arrival of a frontal system that deposits 0.25 inch or more of precipitation during one event in the area.</li> <li>• During construction, soil erosion and water quality will be protected by implementation of best management practices (BMPs) consistent with the Caltrans stormwater pollution prevention plan (SWPP) and water pollution control program (WPCP) preparation manual (Caltrans 2011). Water quality will be protected by implementation of BMPs to minimize the potential for siltation and downstream sedimentation of Dry Slough.</li> <li>• Areas temporarily disturbed on the banks of Dry Slough will be revegetated and reseeded with native grasses and other native herbaceous annual and perennial species in accordance with the Revegetation Planting and Erosion Control Plan as described in Appendix F of the NES (Sycamore 2013). No seed of nonnative species will be used unless certified to be sterile. The project engineer will determine the specifications needed for erosion control fabric (e.g., sheer strength) based on anticipated maximum flow velocities and soil types.</li> </ul>
Cultural Resources	CULT-1	<ul style="list-style-type: none"> <li>• If paleontological resources are discovered, all work in the vicinity of the discovered resources must stop, and a professional paleontologist shall complete a determination of their significance prior to resuming any work in the area of the discovery.</li> </ul>
Cultural Resources	CULT-2	<ul style="list-style-type: none"> <li>• Implement State Health and Safety Code Section 7050.5. If human remains are discovered, State Health and Safety Code Section 7050.5 states that further disturbances and activities shall cease in any area or nearby area suspected to overlie remains, and the County Coroner contacted.</li> </ul>
Cultural Resources	CULT-3	<ul style="list-style-type: none"> <li>• Implement Public Resources Code Section 5097.98. Pursuant to Public Resources Code Section 5097.98, if the remains are thought to be Native American, the coroner will notify the Native American Heritage Commission (NAHC) who will then notify the Most Likely Descendent (MLD). Further provisions of PRC 5097.98 are to be followed as applicable.</li> </ul>

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Environmental Factor	EPM #	Environmental Protection Measures
Hazardous Materials	HAZ-1	<ul style="list-style-type: none"> <li>Painted bridge materials should be characterized for disposal, removed and disposed of in accordance with the Caltrans Standard Special Provisions for removal of lead paint Provision 14-11.08, Disturbance Of Existing Paint Systems On Bridges. The Special Provisions should be included in the Contract to provide a Health &amp; Safety Plan for workers and a "Lead Compliance Program" (bid item 190110). The Special Provisions should address appropriate removal, temporary storage, testing, and transportation to an appropriate disposal or recycling facility. The Resident Engineer should have the contractor provide written documentation that recycling or disposal facilities acknowledge the potential for lead on the material received.</li> </ul>

## **DISCRETIONARY ACTIONS**

The City of Winters City Council must:

- Adopt the negative declaration/initial study
- Approve project
- Authorize funding

## **ENVIRONMENTAL CHECKLIST**

This initial study was prepared in compliance with the California Environmental Quality Act (CEQA) Guidelines. This format of the study is presented as follows. The project was evaluated based upon its effect on seventeen (17) major categories of environmental factors. Each factor was reviewed by responding to a series of questions regarding the impact of the project on each element of the overall factor. The Initial Study Checklist provides a formatted analysis that provides a determination of the effect of the project on the factor and its elements. The effect of the project is categorized into one of the following four categories of possible determinations:

Substantiation is then provided to justify each determination. One of the four following conclusions is then provided as a summary of the analysis for each of the major environmental factors.

- **Potentially Significant Impact:** An impact that could be significant, and for which no mitigation has been identified. If any potentially significant impacts are identified, an EIR must be prepared.
- **Potentially Significant Unless Mitigation Incorporated:** An impact that requires mitigation to reduce the impact to a less-than-significant level.
- **Less-Than-Significant Impact:** An impact that would not be considered significant under CEQA relative to existing standards.
- **No Impact:** The project would not have any impact.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>I. AESTHETICS - Would the project</b>				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Substantially damage scenic resources, including but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION:**

- a) The project area is not within a designated scenic corridor (Yolo County 2009a). The project is a bridge replacement in an agricultural area and would not adversely affect a scenic vista.
- b) Railroad Avenue is not a state-designated scenic highway (Caltrans 2013).
- c) The proposed project would replace an existing substandard concrete bridge with a new concrete bridge. The new bridge would be consistent with the visual character of the site and would not degrade the view shed within or adjacent to the project area. The proposed project includes permanent removal of 6-10 relatively small (average 10-15 inch dbh), non-native, landscaping mulberry trees along the eastern side of Railroad Avenue both north and south of Dry Slough. The resulting 200 ft gap in the landscaped mulberry tree line along the east side of Railroad Avenue in this agricultural area will have a less than significant impact on scenic resources. The visual character of the site would be temporarily altered during construction.
- d) The new bridge would not create a new source of glare; night lighting is not proposed for the new bridge. No nighttime construction is proposed.

**MITIGATION MEASURES**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
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**II. AGRICULTURE RESOURCES** - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection, regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland) as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined by Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production as defined by Government Code Section 51104(g))? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| d) Result in loss of forest land or conversion of forest land to non-forest use?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use, or conversion of forest land to non-forest use?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**DISCUSSION:**

- a) Prime Farmland and Unique Farmland is mapped on adjacent parcels to the east (APN 038-050-068) and west (APN 030-210-004) of Railroad Avenue in the project area (California Department of Conservation 2010a). The Proposed project will not require permanent ROW acquisition from either of these parcels. The proposed Project will not convert Prime Farmland and Unique Farmland to a non-agricultural use
- b) The parcels adjacent to the Project site are not under Williamson Act contract (California

Department of Conservation 2010b). The project could require temporary construction easements and right-of-entry agreements for these parcels. The Proposed project will not require permanent ROW acquisition from either of these parcels and would not affect existing zoning. The Proposed Project will not conflict with existing zoning or otherwise effect land under Williamson Act contract.

- c) There are no forest lands or timberlands in the Project area. The proposed project would not conflict with zoning for forest or timber lands or convert forest or timberlands to non-forest use.
- d) Forest land does not occur in the Project Area.
- e) The proposed project will not involve other changes in the existing environment that will result in conversion of farmland to a non-agricultural use. No farming is currently occurring within the street Right-of-Way or other areas of the project where construction easements will be required.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>III. AIR QUALITY</b> - Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions, which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCUSSION**

- a) Replacement of Bridge 22C-0114 is identified in the 2013/16 Sacramento Metropolitan Transportation Improvement Program (MTIP) as a project that is consistent with the State Implementation Plan adopted by the California Air Resources Board (CARB) (Sacramento Area Council of Governments 2010). Because the project is identified as consistent in this document, which governs air quality for transportation projects, it would not conflict with the plan. No impact would occur.
- b) According to the Yolo-Solano Air Quality Management District (YSAQMD) Yolo County is currently in nonattainment status for the 8-hour ozone national ambient air quality standard (NAAQS) (YSAQMD 2013). The County is also in nonattainment status for the ozone and PM10 California ambient air quality standards (CAAQS) (YSAQMD 2013). The YSAQMD has established a significance threshold of 80 lb/day for emissions of coarse particulate matter measuring 10 microns or less in diameter (PM10) and 10 tons/year each for the ozone-precursors reactive organic gases (ROG) and nitrogen oxide (NO<sub>x</sub>) (YSAQMD 2007).

The project will not generate additional traffic on Railroad Avenue. No operational emissions will result from replacement of the existing bridge. Construction activities would result in short-term increases in emissions from the use of heavy equipment that generate dust, exhaust, and tire-wear emissions and from paints and coatings. Project construction would create short-term increases in ROG, NO<sub>x</sub>, and PM10 emissions from vehicle and equipment operation. Construction emissions were estimated for the project using the Sacramento Air Quality Management District's (SMAQMD)

Road Construction Emissions Model, Version 7.1.2. The results are in Table 3. None of the estimated emissions exceed the YSAQMD's significance thresholds. However, the project specifications will include YSAQMD standard control measures from the Handbook for Assessing and Mitigating Air Quality Impacts (YSAQMD, 2007) as described in EPM AIR-1 to further reduce construction fugitive dust PM10 emissions.

Table 3. Estimated construction emissions.

<b>Project Phase</b>	<b>ROG (lb/day)</b>	<b>NO<sub>x</sub> (lb/day)</b>	<b>PM10 (lb/day)</b>
Grubbing/ Land Clearing	3.1	34.4	20.5
Grading/ Excavation	4.8	54.3	21.4
Drainage/ Utilities/ Sub-grade	3.5	36.4	20.9
Paving	1.4	13.1	0.8
<b>Maximum Daily Emissions</b>	<b>4.8 (0.2 ton for entire project)</b>	<b>54.3 (2.6 tons for entire project)</b>	<b>21.4</b>
YSAQMD Significance Threshold	10 tons/year	10 tons/year	80 lb/day
<b>Significant?</b>	<b>No</b>	<b>No</b>	<b>No</b>

Notes: Total PM10 emissions are the sum of exhaust and fugitive dust emissions. Modeling assumptions include a 2014 construction start year, 6 months of construction, a total road length of 0.2 mi, a total project area of 1.9 ac, a maximum area disturbed per day of 1.9 ac, use of water trucks to control fugitive dust, and 10.2 cubic yards (cy)/day soil imported and 11.1 cy/day soil exported from the project site using 10 cy capacity dump trucks.

- c) Cumulative net increases of criteria pollutants have been evaluated in the 2013/16 Sacramento MTIP (Sacramento Area Council of Governments 2012a). This project is referenced and evaluated in the MTIP.
- d) The project is located in an agricultural area on the north side of the City of Winters. No sensitive receptors such as schools, hospitals or daycare centers occur within one-half mi of the project area. No impact will occur.
- e) Construction activities would involve the use of construction equipment and asphalt paving, which have distinctive odors. Odors are considered less than significant because of the limited number of the public affected and the short-term nature of the emissions.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>IV. BIOLOGICAL RESOURCES - Would the project:</b>				
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc...) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION** Potential impacts to biological and wetland resources were evaluated in a Natural Environment Study, (NES; Sycamore Environmental 2013). The NES included a jurisdictional delineation and biological field surveys. The NES is a standard Caltrans format for documenting a project's potential biological impacts. Based on the NES, potential habitat exists in the project area for the following special status species:

- Western Pond Turtle
- Burrowing Owl
- Swainson's hawk
- White-tailed kite
- Migratory birds and birds of prey

These species could occur in the project area at the time of construction. This biological resources section evaluates potential impacts to these species and to sensitive natural communities occurring in the project area

- a) **Western Pond Turtle (WPT; *Emys marmorata*):** WPT is classified by CDFW as a species of special concern. This species was not observed during the site visits or biological fieldwork. WPT has the potential to occur in the project area when water is present in Dry Slough. Dry Slough in the BSA provides only marginal habitat for WPT due to a lack of sufficient water year round. Dry Slough in the BSA was dry during the February 2012 site visit. Only several inches of water were present during the April 2012 site visit and only shallow puddles were present during the October fieldwork. More water may be present in Dry Slough during periods of high rain or high runoff from the wastewater treatment facility. The BIO-1 environmental protection measure (EPM) has been incorporated into the project description (see Table 2) and will reduce potential impacts to a less-than significant level.

**Burrowing Owl (*Athene cunicularia*):** Burrowing owl is classified by CDFW as a species of special concern. No burrowing owls or small mammal burrows were observed in the project area during the general biological survey. The low-growing vegetation, spoils pile, rodent burrows, and the surrounding agricultural fields provide suitable nesting and foraging habitat for burrowing owls. The BIO-2 environmental protection measure (EPM) has been incorporated into the project description (see Table 2) and will reduce potential impacts to less-than significant levels.

**Swainson's hawk (*Buteo swainsoni*):** Swainson's hawk is a state-threatened species. No Swainson's hawks or nests were observed in or within 300 feet of the project area (Sycamore Environmental 2013). Open agricultural fields adjacent to the project site provide potential foraging habitat for this species. The mulberry trees along the east side of Railroad Avenue in the BSA provide only marginal nesting habitat due to their relatively small size and location immediately adjacent to the road. The BIO-3 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant levels.

**White-tailed Kite (*Elanus leucurus*):** White-tailed kite is a CDFW fully protected species. Fully Protected species may not be taken or possessed at any time and no licenses or permits may be issued for their take except for collecting these species for necessary scientific research and relocation of the bird species for the protection of livestock (CDFW 2013). No white-tailed kite nests were observed in the project area. White-tailed kites were not observed in or adjacent to the BSA. The mulberry trees along the east side of Railroad Avenue in the BSA provide only marginal nesting habitat due to their location immediately adjacent to the road. The BIO-3 EPM has been incorporated into Table 2 the project description and will reduce potential impacts to white-tailed kite to less-than significant.

#### **Migratory Birds and Birds of Prey**

Fish and Game Code 3503.5 protects all birds in the orders Falconiformes and Strigiformes (collectively known as birds of prey). Birds of prey include raptors, falcons, and owls. Migratory birds are protected under the federal Migratory Bird Treaty Act (MBTA) of 1918 (16 U.S.C. 703-711). The MBTA makes it unlawful to take, possess, buy, sell, purchase, or barter any migratory bird listed in 50 CFR Part 10 including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations (50 CFR 21).

Migratory birds and birds of prey were observed in the project area (Sycamore Environmental 2013). No other nests of birds of prey or migratory birds were observed in or adjacent to the project area.

Nesting habitat occurs in the project area for birds of prey and migratory birds. Nests of birds of prey or other migratory birds could become established in or near the project area before construction begins.

Under the MBTA, nests of migratory birds that contain eggs are not to be disturbed during the breeding season. If construction begins outside the 1 February to 31 August breeding season, there will be no need to conduct a preconstruction survey for active nests. If a nest becomes active after construction has started, then the bird is considered adapted to construction disturbance. The BIO-3 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant.

- b) Sensitive natural communities include rare communities, communities that are adversely affected by minimal disturbance, and communities that provide habitat for special-status plant or wildlife species. Sensitive natural communities in the project area include Dry Slough and sandbar willow thickets. Potential project impacts to these features are discussed under Item IV (c).
- c) A total of 0.16 ac of Dry Slough occurs in the project area (Figure 3). Dry Slough in the project area is a potential jurisdictional waters of the U.S. (Sycamore Environmental 2013). The project will not result in permanent impacts to Dry Slough. Construction of the temporary bridge detour and removal of the existing bridge will temporarily impact approximately 0.069 ac of Dry Slough.

Impacts to Dry Slough may be permitted under a Section 404 Nationwide permit-, a Section 401 Water Quality Certification, and a 1602 Streambed Alteration Agreement. These permits will be obtained prior to commencement of construction. The bid specifications and contract will specify that the contractor will comply with the terms and conditions outlined in the permits. The BIO-4 EPM has been incorporated into Table 2 of the project description and will reduce potential impacts to less-than significant.

There are 0.13 ac of sandbar willow thickets in the project area immediately adjacent to Dry Slough in the eastern portion of the project area. The sandbar willow thickets are part of the stream zone protected by CDFW Code Section 1600. This community type has a rarity rank of G5 S4 and is thus not considered imperiled by CDFW (Sycamore Environmental 2013). The project will temporarily impact 0.005 acres of the sandbar willow thicket as a result of the temporary bridge detour installation. Environmental protection measures listed under BIO-4 implemented for Dry Slough will also protect and restore the sandbar willow thicket.

- d) Construction of the project could temporarily disrupt movement of native wildlife species that occur in or adjacent to the project area. The temporary detour will be constructed to maintain instream flows (if present) and provide passage for native or migratory wildlife. Project construction will not substantially interfere with the movement of native resident fish or wildlife. The completed project will not impede the use of the area by wildlife. Project impacts are less than significant.
- e) Public Resources Code Section 21083.4 et. seq. requires that as part of CEQA process, lead agencies assess the potential of a project to convert oak woodlands. Oak woodlands do not occur in the project area.

The Project does not include the removal of mature native trees. The project will require the

removal of approximately 6-10 non-native mulberry trees along the eastern side of Railroad Avenue within the project area. There are no City laws, ordinances, or policies requiring mitigation for removed non-native landscaping trees that aren't otherwise environmentally sensitive due to historic, aesthetic, or biologic qualities. A preconstruction bird nest survey for migratory birds and birds of prey will be conducted by a qualified biologist prior to tree removal, as described in EPM BIO-3. All other vegetation removed by project activities, including sandbar willow thickets in Dry Slough, will be revegetated as described in EPM BIO-4 above. The project will not conflict with any local habitat protection ordinances or policies.

- f) The EPMs incorporated into the project description for Swainson's hawk and white-tailed kite are consistent with the City of Winters Citywide Habitat Mitigation Program (City of Winters 2008). The City Program outlines and summarizes federal and state regulations and guidelines for permitting and mitigation for projects impacting Swainson's hawk, burrowing owls, other raptors, Valley Longhorn Elderberry Beetle, and seasonal wetlands habitat and species.

**MITIGATION MEASURES:**

No mitigation measures required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>V. CULTURAL RESOURCES - Would the project</b>				
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**DISCUSSION**

- a) The CEQA guidelines define a historical resource as used in this section as a resource listed in the California Register of Historic Places (CRHR), or determined to be eligible for listing on the register by a lead agency. Eligibility is determined by either a) applying the criteria for listing in the CRHR, or, b) finding a listing in a local register of resources (Section 15064.5). This checklist distinguishes historical and archaeological resources; therefore, (a) of this section discusses only historical resources, e.g. cultural resources from the historic era.

Caltrans evaluated Bridge 22C-0114 and determined that it is not eligible for listing on the National Register of Historic Places or the California Register of Historic Resources (Tremaine & Associates 2012). Because the bridge is not eligible for listing on the State or National Register, it is not a historical resource within the meaning of the CEQA guidelines above. Because the bridge is ineligible for listing and there are no other historical resources in the study area, the project would have no impact on historical resources.

- b) No archeological resources were identified within the project area (Tremaine & Associates 2012). However, there is the possibility of unanticipated archeological discoveries during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement City policies and CEQA statutes and guidelines to protect archeological resources. These policies include stopping all work in the vicinity of the discovered resources and requiring that a professional archeologist complete a determination of their significance prior to resuming any work in the area of the discovery.
- c) No unique paleontological resources were identified within the project area (Tremaine & Associates 2012). The project does not occur in an area containing unique geologic features. However, there is the possibility of accidental paleontological discoveries during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement EPM CULT-1 to protect paleontological resources. CULT-1 requires stopping all work in the vicinity of the discovered resources and requiring that a professional paleontologist complete a determination of their significance prior to resuming any work in the area of the discovery.
- d) No human remains were identified within the project area (Tremaine & Associates 2012).

However, there is the possibility of accidental discoveries of human remains during construction-related ground-disturbing activities. This is considered a less-than-significant impact because the project would implement the procedures identified in State Health and Safety Code Section 7050.5, which states that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains consist of a prehistoric burial, the Coroner will notify the Native American Heritage Commission, which will designate a Native American most likely descendant to dispose of the remains with appropriate dignity. The following EPMs CULT-2 and CULT-3 have been incorporated into the project description and will reduce potential impacts to less-than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
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**VI. GEOLOGY AND SOILS - Would the project:**

- |   |                          |                          |                                     |                                     |
|---|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map Issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42 |                          |                          |                                     |                                     |
| ii. Strong seismic ground shaking?  |                          |                          |                                     |                                     |
| iii. Seismic-related ground failure, including liquefaction?  |                          |                          |                                     |                                     |
| iv. Landslides?   |                          |                          |                                     |                                     |
| b) Result in substantial soil erosion or the loss of topsoil?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off site landslide, lateral spreading, subsidence, liquefaction or collapse?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| d) Be located on expansive soil, as defined in Table 18-1-B of the California Building Code (2001) creating substantial risks to life or property?  | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?  | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**DISCUSSION**

- (a) (i) According the Draft Foundation Investigation (Drake Haglan & Associates, 2012) no fault traces are mapped through the Project site on published geologic mapping or on the Caltrans ARS online map. The City of Winters area is not included in the Alquist-Priolo Earthquake Fault Zone mapping program (California Department of Conservation 1983). The Initial Site Assessment Report (ISA, Taber Consultants, 2012) indicates that the Caltrans ARS online fault map shows the Green Valley Fault 4 as being the closest fault to the Project site (approximately 1.5 mi to the southwest). However, this fault is not represented on the 2010 Fault Activity Map of California (California Department of Conservation 2010). The next closest active fault to the Project site is the Vaca Fault Zone, located approximately 12 mi to the south-southwest. Thus, the project will not expose people or structures to rupture of a known earthquake fault.
- (a)(ii) The project area is located approximately 1.5 mi east of the Green Valley Fault 4 (Taber 2012). The style of this fault is listed as reverse. The soil profile in the project area is assumed to be quaternary alluvium and over bank deposits in a deep sedimentary basin (Taber 2012 and Drake

Haglan & Associates 2012). Because of these soil conditions and because of the proximity to the seismic source, the engineering plans will follow the Caltrans Seismic Design Criteria (SDC) parameters in accordance with Caltrans guidance. Incorporation of current seismic design parameters ensures that impacts resulting from strong seismic ground shaking will be less than significant.

- (a)(iii) Liquefaction is a secondary effect of seismic loading of "loose" granular soils that are in the liquefiable range of soil texture and consistency. According to the Draft Foundation Investigation (Drake Haglan & Associates 2012) liquefaction and seismically induced settlement potential in the project area is low. The risk to people or structures resulting from on-site liquefaction is considered less than significant.
- (a)(iv) The project area occurs in an area identified as having a low susceptibility to landslides (Yolo County 2009b). The bridge is not in the vicinity of steep, tall, or unstable slopes. The replacement of the existing Railroad Avenue bridge with a new bridge would not change the risk of landslides over baseline conditions. Potential project impacts are considered less than significant.
- b) Project activities including grading and excavation could increase the potential for soil erosion. Pursuant to the Clean Water Act, the applicant is required to obtain a National Pollution Discharge Elimination System (NPDES) Phase II permit from the RWQCB. To obtain an NPDES Phase II permit, the Applicant will prepare a Stormwater Pollution Prevention Plan (SWPPP). The SWPPP includes best management practices (BMPs) to reduce erosion during construction and minimizes sedimentation down gradient of the project. The BMPs are specified in the Caltrans Stormwater Quality Handbooks (Caltrans 2011) and City Standards. Adherence to the BMPS contained in the SWPPP, combined with EPM BIO4 as described in the Project Description Section above, will ensure that soil erosion impacts during grading activities would be less than significant.
- c) See response to Questions VI.a(i) through a(iv). Potential project impacts are considered less than significant.
- d) Rincon Silt Clay loam and Hillgate Loam are the mapped soils unit in the project area (NRCS 1972). Both soil types have a moderate shrink-swell potential (NRCS 1972). All new pavement sections will have an underlayment of engineered fill, in accordance with the Caltrans Standard Specifications. The risk to life or property from constructing the project on expansive soil is considered less than significant.
- e) The proposed project is the replacement of an existing bridge and does not include the construction of septic tanks or wastewater disposal systems. No impact will occur and no mitigation is required.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>VII. GREEN HOUSE GAS EMISSIONS - Would the project:</b>				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Conflict with any applicable plan, policy or regulation of an agency adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- (a) Assembly Bill 32 adopted in 2006 established the Global Warming Solutions Act of 2006 which requires the State to reduce greenhouse gases (GHGs) to 1990 levels by 2020. GHGs contribute to global warming/climate change and associated environmental impacts. The major GHGs that are released from human activity include carbon dioxide, methane, and nitrous oxide. The primary sources of GHGs are vehicles (including planes and trains), energy plants, and industrial and agricultural activities (such as dairies and hog farms). New development results in the direct and indirect release of GHGs.

“Climate change” as a specific or distinct topic was not mentioned in the 1992 General Plan; however, the related topics of pedestrian-friendly land use and design features, transportation and circulation, energy efficiency, air quality, and waste management were addressed and are prominent in the General Plan. The existing General Plan includes the following policies relevant to this topic:

- Urban limit line (Policy I.A.2)
- Jobs housing balance (Policy I.A.6, I.E.2)
- Pedestrian and bicycle orientation (I.A.8, III.G.1 – III.G.6, VIII.A.4, VIII.B.1 – VIII.B.3, VIII.C.3)
- Infill and reuse (Policy I.B.2, I.B.5, II.B.1 – II.B.6)
- Interconnected grid streets and alleys (Policy III.A.9, VIII.C.2)
- Transit (Policy III.B.1, III.B.2, III.B.3)
- Trip reduction (Policy III.C.1, III.C.2, III.C.3, III.C.4)
- Protection of habitat (Policy VI.C.1 – VI.C.10, VI.D.1 – VI.D.9)
- Protection of air quality (VI-E.1 – VI.E.11)
- Energy conservation (II.C.1, II.C.2, VI-F.2 – VI.F.5)
- Emergency response (VII.D.1 – VII.D.4)
- Open space (VIII.A.6)
- Tree canopy (VIII.D.1 – VIII.D.6)

These policies are effective in reducing GHGs and minimizing impacts from climate change. The subject project is consistent with the goals, policies, and Circulation Diagram of the General Plan and would result in no development beyond that already approved in 1992. Compliance with these policies will be effective in minimizing GHG emissions and climate change impacts from this already planned development.

- b) Given the relevant policies already built into the General Plan (see discussion above), and the fact that this project is a planned circulation improvement consistent with the General Plan, the

proposed project would not result in a conflict with the State's AB 32 goals. This impact is considered less than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>VIII. HAZARDS AND HAZARDOUS MATERIALS - Would the project:</b>				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mi of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mi of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Construction equipment contains hazardous materials (e.g., engine oil, engine fuels, etc.). The shipment, storage, and use of hazardous materials to and on the site must conform to all applicable laws, regulations, and health and safety standards set forth by federal, state, and local authorities. Conformance with these laws, regulations, and standards is anticipated to reduce the risk associated with hazardous materials to an acceptable level. Potential impacts are considered less than significant.
- b) The ISA report concluded that 'the potential for the proposed construction to encounter additional hazardous materials within the project corridor is generally low.' (Taber 2012). Taber Consultants

did not find indications of a recognized environmental condition (REC) with respect to asbestos, striping paint (lead and chromium), and soil based lead. Soils in the project area are classified as non-hazardous by the California Department of Toxic Substances Control (DTSC) and require no special handling (Taber 2012b).

Taber Consultants did identify a REC with respect to lead-based paint on the bridge (Taber 2012). Concentrations in the paint bridge paint samples exceeded 1,000 mg/kg lead, which exceeds the regulatory threshold for lead as hazardous waste in California Code of Regulations Title 22 §§66261.24(B) and 66261.24(a)(2). The HAZ-1 EPM has been incorporated into the project description and will reduce potential impacts to less-than significant.

- c) The project does not occur within 0.25 mi of an existing or proposed school (Google Earth 2013). The closest school to the Project site is Shirley Rominger Intermediate School, approximately 0.6 miles to the southwest. No impact will occur.
- d) The provisions in Government Code Section 65962.5 are commonly referred to as the "Cortese List". The list is maintained by numerous public agencies, and the California EPA maintains an online register of the data resources that provide information on the Cortese List sites throughout the state (<http://www.calepa.ca.gov/SiteCleanup/CorteseList/>). According to the regulatory database search conducted by Taber for the ISA, there are no Cortese List sites within the project area. No impact will occur.
- e) The project area is approximately 6 mi from the nearest public airport, the Yolo County Airport, and is not located in that airport's comprehensive land use plan (SACOG 1999). The Project is not in the vicinity of a private airstrip (Figure 1). No impact will occur.
- f) See response to Question VII e. No impact will occur.
- g) A temporary two-lane detour will be constructed to the east of Railroad Avenue (Figure 3). Construction contract special provisions will require that a Traffic Management Plan be prepared. The Traffic Management Plan will include construction staging and traffic control measures to be implemented during construction to maintain and minimize impacts to traffic during construction. The Traffic Management Plan will address the coordination issues for residential access during short-term road closures during the construction window. Implementation of the Traffic management Plan, including coordination with local law enforcement and emergency services providers will ensure the Project would not interfere with adopted emergency evacuation plans.
- h) The project will not increase the risk of exposure of people or structures to wildland fires.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>IX. HYDROLOGY AND WATER QUALITY - Would the project:</b>				
a) Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level, which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner that would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) Create or contribute runoff water, which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Place housing within a 100-year flood hazard area as mapped on a Federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h) Place within a 100-year flood hazard area a structure that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j) Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The bridge replacement will not violate water quality or waste discharge requirements. Water quality objectives will be met through adherence to BIO-4 EPM as described in the Project Description, other construction provisions, precautions, and stipulations as described in the National Pollution Discharge Elimination System (NPDES) permit, Section 404 CWA permit, Section 401 CWA Water

**Railroad Avenue Bridge at Dry Slough (22C0114) Replacement Project  
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Quality Certification, and 1602 Streambed Alteration Agreement. Coverage under the Statewide General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit, 2009-0009-DWQ) will be obtained. The City will require the contractor to prepare and implement a Storm Water Pollution Prevention Plan (SWPPP) to reduce or minimize discharge of pollutants from construction activities. Potential impacts are considered less than significant.

- b) The project would not involve any withdrawals from, or interfere with recharge of, an aquifer or groundwater table. No impact will occur.
- c) The bridge design will not substantially alter the drainage pattern on site. A small portion of the Dry Slough channel will be temporarily filled just east of the replacement bridge for construction of a temporary detour bridge (see Project Description-Construction Activities for more details). The agricultural drainage ditch along the northwestern side of the Project that drains into Dry Slough may be modified slightly to increase its functionality. Disturbed areas along the banks of Dry Slough will be revegetated as necessary (EPM BIO-4). The Project does not include activities that would result in substantial erosion or siltation on- or off-site or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site. Potential impacts are considered less than significant.
- d) See response to VIII.c above. Project impacts are considered less than significant.
- e) The increase of impervious surface area resulting from the wider bridge and road approaches is not expected to contribute to a substantial increase in water runoff from the site. Water quality during project construction will be protected by adherence to construction provisions, precautions, and stipulations as described in the NPDES, Section 404, Section 401, and 1602 Streambed Alteration Agreement permits. Project impacts are considered less than significant.
- f) See response to Question VIII.a. No impact will occur.
- g) The project does not involve the construction of housing. No impact will occur.
- h) The Project is within FEMA's Flood Insurance Rate Map (FIRM) Zone AO, which represents areas that are within the 100-year or base floodplain (FEMA 2010). Zone AO is the base floodplain with sheet flow, ponding, or shallow flooding with a depth of flooding (feet above ground) of approximately 2 feet.

Since the roadway approaches are flooded during the base flood, the project requires a design exception for the FHWA design and base flood frequency and freeboard clearance requirements. This design exception does not require formal approval from the FHWA; it will only require documentation from the City to be retained in the project file. Thus, the proposed bridge, similar to the existing bridge, does not have the capacity to convey the 100-year and 50-year storms.. Based on USACE's Hydrologic Engineering Center River Analysis System (HEC-RAS) modeling, the proposed bridge results in a slight decrease (0.3 ft) in water surface elevations at the upstream bridge face compared to the existing bridge, primarily due to the removal of the existing bridge pier in the slough channel; however, this decrease is not enough to meet the FHWA and Caltrans' Freeboard design criteria. Therefore, the proposed project will not alter the 100-year flood flows, resulting in a low level of risk associated with flooding..

The Project will not support incompatible floodplain development because its purpose is to maintain local and regional access by replacing an existing bridge and will not create new access to developed or undeveloped lands. During project construction, which is scheduled to occur during the dry season, an appropriate-sized culvert will be placed in Dry Slough under the temporary detour bridge to maintain flows. None of the project's temporary or permanent design features would impede or redirect flood flows, thus Project impacts would be less than significant.

- i) Because the . both the existing and proposed bridges do not have the capacity to convey the 100-year and 50-year storms or meet the FHWA and Caltrans' freeboard design criteria, and the proposed bridge will result in a slight decrease in water surface elevations at the upstream bridge face compared to the existing bridge,, the project will not increase the exposure of people or structures to a significant risk of loss due to flooding compared to the existing bridge. Although the Project is located within a hazard area associated with the failure of the Monticello Dam on Putah Creek (Yolo County 2009b), the project, as a bridge replacement, would not increase the risk of loss, injury, or death from a dam failure. Thus, no impact will occur.
- j) Yolo County is generally only subject to low - moderate earthquake-induced ground shaking, the hazard of a seiche is not considered high (Yolo County 2009c). Areas that are highly susceptible to tsunami inundation include low-lying coastal areas, such as tidal flats, marshlands, and former bay margins that have been artificially filled. Yolo County is not in a coastal area and is not highly susceptible to tsunami inundation (Yolo County 2009b). The project is not in an area subject to seiche or tsunami. The topography of the project area is relatively flat and is not at risk of mudflows. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>X. LAND USE AND PLANNING - Would the project:</b>				
a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Replacement of the existing substandard bridge with a slightly wider and longer bridge will not impact established communities, result in incompatible land uses, cause economic or social changes, alter the present or planned land use of the area, or conflict with adopted policies, plans, or regulations. No impact will occur.
- b) The project, as a bridge replacement for safety upgrade, is consistent with the circulation diagram. It will not alter the existing road's alignment or capacity. The bridge will be designed to accommodate future expansion of the structure and roadway associated with a future water quality/detention pond at the bridge location, as recommended in the 2005 Moody Slough Sub-basin Drainage Report and adopted into the City's Storm Drainage Master Plan (Drake Haglan and Associates 2013). The project will not conflict with any City land use plans, policies, or regulations adopted for the purpose of avoiding or mitigating an environmental effect.
- c) The Project is consistent with the City of Winters Habitat Mitigation Program, as described in Section IV.(f) Biological Resources. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
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**XI. MINERAL RESOURCES - Would the project:**

- |   |                          |                          |                          |                                     |
|---|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?                                | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**DISCUSSION:**

- a) The proposed project will not change the existing availability of minerals in the region.
- b) The project is not located in a designated mineral resource zone (Yolo County 2009a). Existing mining operations do not occur in the Project vicinity. The proposed project will not change the existing availability of locally important mineral resource recovery sites.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XII. NOISE - Would the project:</b>				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b) Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two mi of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project will not result in operational-phase noise above existing levels in the project area. The parcels surrounding the project area are zoned open space north of Dry Slough and residential south of Dry Slough.. The current land uses on all of the adjacent parcels is agriculture. The nearest residence is approximately 0.25 mi to the south of the project area (Google Earth 2013). The City of Winters General Plan noise policies in Table II-4 in Section VII Health and Safety (City of Winters, 1992b) establishes an external daytime noise level limit of 50 dBA for rural and open space land uses. Construction activities such as pile driving, jack hammering, and grading operations could temporarily exceed these noise levels in the vicinity of the Project. The City has both a Noise Ordinance and Standard Specifications that regulate construction noise. These regulations restrict construction activities to 7:00am to 7:00 pm Monday through Friday only (holidays excluded). Implementation of the project would be subject to these policies and regulations. Given that the nearest noise-sensitive receptor is 0.25 mi away, and that the project contractor would adhere to applicable City construction-related noise standards, project impacts are less than significant impact.
- b) Project construction includes activities, such as drilling and pneumatic hammering, may result in the periodic, temporary generation of ground borne vibration. Any potential ground borne vibration levels would be temporary and periodic and in nature and expected to rapidly dissipate over 0.25 mil before reaching the nearest residence. Potential project impacts are less than significant.
- c) The project will not result in operational-phase noise above existing levels within the project area.

No impact will occur.

- d) Construction activities would increase noise levels temporarily in the vicinity of the project. Actual noise levels would depend on the type of construction equipment involved, distance to the source of the noise, weather, time of day, and other factors. However, these increases would be temporary and the project would be required to comply with the City construction noise standards. Furthermore, the project would not be located adjacent to a noise-sensitive land use. Potential impacts are less than significant.
- e) The project is not located within two miles of a public airport, public use airport, or private airstrip. No impact will occur.
- f) See response to Question XI.e. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XIII. POPULATION AND HOUSING - Would the project:</b>				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) Replacement of the existing bridge will not increase the traffic capacity of Railroad Avenue. The project would not induce substantial population growth.
- b) The project would not remove any housing. No impact will occur.
- c) The project would not displace any people. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
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**XIV. PUBLIC SERVICES**

Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- |                       |                          |                          |                                     |                          |
|-----------------------|--------------------------|--------------------------|-------------------------------------|--------------------------|
| a) Fire Protection?   | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| b) Police Protection? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| c) Schools?           | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d) Parks?             | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

**DISCUSSION**

- a) Replacement of the existing substandard bridge will improve public safety along Railroad Avenue. The project will not result in an increase in population served by government facilities. The project will not require the provision of, or need for, new or altered governmental facilities. The project will not significantly impact acceptable service ratios, response times, or other performance objectives for any public services.
- b) See response to Question XIII.a. Project impacts less than significant.
- c) See response to Question XIII.a. Project impacts less than significant.
- d) See response to Question XIII.a. Project impacts less than significant.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XV. RECREATION</b>				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) There are no recreational facilities in the vicinity of the project. The project would not require the construction or expansion of recreational facilities.
- b) See response to Question XIV.a. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XVI. TRANSPORTATION/TRAFFIC - Would the project:</b>				
a) Conflict with an applicable plan, ordinance, or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation, including mass transit and non-motorized travel and, relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Conflict with an applicable congestion management program, including but not limited to, level of service standards, and travel demand measures or other standards established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f) Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project consists of replacing the existing substandard bridge with a new bridge. Railroad Avenue is a two-lane road north and south of the bridge. The project will not result in an increase in traffic in the area and will not cause an exceedance of the level of service standard established on Railroad Avenue.
- b) See response to Question XV.a. No impact will occur.
- c) Replacement of the existing bridge will not affect air traffic patterns. No impact will occur.
- d) The project consists of replacing the existing substandard bridge with a new bridge. The new bridge and roadway approaches will improve public safety. No impact will occur.
- e) During construction of the replacement bridge, Railroad Avenue would remain open to traffic by use of a temporary detour over two lane bridge just east of the existing bridge. The project contractor would be required to prepare a Traffic Management Plan for construction activities to ensure adequate access for emergency vehicles during project construction. Because of the temporary

nature of this disruption and the presence of an established detour, this is a less than significant impact.

- f) The project would not affect parking. No impact will occur.
- g) The project would not conflict with the City of Winters Bikeway Master Plan (City of Winters, January 2013) that indicates no existing bike routes or planned bicycle routes or bus routes along Railroad Avenue at the project location. The Project design does not include designated bicycle lanes, but does include paved 4-ft shoulders on each side of the proposed bridge. The bridge will accommodate future widening of the structure. The replacement of the existing substandard bridge with a new, wider bridge will improve bicyclist safety. Thus, the project will not conflict with adopted policies, plans, or programs supporting alternative transportation.

**MITIGATION MEASURES:**

No mitigation measures are required.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated.	Less than Significant	No Impact
<b>XVII. UTILITIES AND SERVICE SYSTEMS - Would the project:</b>				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e) Result in a determination by the wastewater treatment provider, which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f) Be served by a landfill(s) with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g) Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**DISCUSSION**

- a) The project will not require the expansion of existing or construction of new wastewater treatment facilities, water supplies or facilities, or septic systems. There would be no impact to utilities and service systems.
- b) See response to Question XVI.a. No impact will occur.
- c) An agricultural drainage ditch along the northwestern side of the Project may be improved to increase its functionality. Erosion and siltation in Dry Slough resulting from these construction activities will be minimized through adherence to construction provisions, precautions, and stipulations as described in the BIO-4 EPM. Minor alterations to the existing agricultural drainage ditch in the project area are not anticipated to cause significant environmental effects. Project impacts are less than significant.
- d) See response to Question XVI.a. No impact will occur.
- e) See response to Question XVI.a. No impact will occur.
- f) Solid waste generated by the project would be limited to construction debris, including asphalt and

concrete, generated by the demolition of the existing bridge and construction of the proposed improvements. Solid waste disposal would occur in accordance with federal, state, and local regulations. Disposal would occur at permitted landfills, and the project would not generate the need for new solid waste facilities. No impact will occur.

- g) The project would conform to all applicable state and federal solid waste regulations. No impact will occur.

**MITIGATION MEASURES:**

No mitigation measures are required.

Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant	No Impact
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**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE:**

- |  |                          |                          |                                     |                                     |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| c) Does the project have environmental effects, which will cause Substantial adverse effects on human beings, either directly Or indirectly?   | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |

**DISCUSSION**

- a) With implementation of the environmental protection measures incorporated into the Project design and description, and adherence to existing rules, regulations, and policies as described in sections I through XVI, Project impacts are less than significant.
- b) The project will result in no cumulatively considerable impacts.
- c) The project is intended to provide safety improvements to Railroad Avenue within the project area and would result in beneficial effects.

**MITIGATION MEASURES:**

No mitigation measures are required.

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**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 20, 2013  
**FROM:** John W. Donlevy, Jr., City Manager *JWD*  
**SUBJECT:** Hudson Ogando- Ordinance Adoption for Second Amendment

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**RECOMMENDATION:**

That the City Council:

1. Conduct a Public Hearing; and
2. Adopt AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HUDSON OGANDO SUBDIVISION DEVELOPMENT DATED MAY 26, 2006, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS

**BACKGROUND:**

At the August 6, 2013 City Council Meeting, the City Council held a public hearing for the consideration of a Second Amendment to the Development Agreement and the introduction of the enabling Ordinance for the Hudson Ogando Subdivision.

The recommended action is for the final public hearing and the adoption of the Ordinance.

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

**ORDINANCE No. 2013-01**

**AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HUDSON OGANDO SUBDIVISION DEVELOPMENT DATED MAY 26, 2006, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS**

**WHEREAS**, the City of Winters (“City”) and Winters Investors LLC (“Winters Investors”) entered into that certain Development Agreement dated May 26, 2006 (“Development Agreement”); and

**WHEREAS**, the Development Agreement provides for the residential development of 72 single-family units (“Project”) on 15.97 acres of certain real property in the City (“Property”); and

**WHEREAS**, the property has recently been sold by Winters Investors, LLC to Turning Point Acquisitions V, LLC (“Developer”); and

**WHEREAS**, the Property has not been developed, and the parties now desire to extend the term of the Development Agreement for an additional two years and to make other changes to it; and

**WHEREAS**, on July 23, 2013, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amended Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, on August 6, 2013, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amendment to the Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, the City Council reviewed and studied the amended Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

**NOW THEREFORE BE IT RESOLVED:**

**SECTION 1. ADOPTION OF AMENDMENT.** Pursuant to California Government section 65868, the City Council hereby approves the amendment to the Development Agreement, attached hereto as **Exhibit A** (“Amendment”).

**SECTION 2. FINDINGS.** Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City's General Plan, as it will allow the Developer to complete the Project, which the City Council previously found to be consistent with the City's General Plan.

**SECTION 3. CEQA.** The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder's Office within five (5) working days of adoption of this Ordinance.

**SECTION 4. RECORDATION.** Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on August 6, 2013, and passed and adopted during a regular meeting of the City Council of the City of Winters on August 20, 2013, by the following vote to wit:

AYES: Council Member(s):  
NOES: Council Member(s):  
ABSENT: Council Member(s):  
ABSTAIN: Council Member(s):

\_\_\_\_\_  
Cecilia Aguiar Curry, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**AMENDMENT TO THE DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY OF WINTERS  
318 First Street  
Winters, CA 95695  
Attention: City Clerk

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(Space Above this Line for Recorder's Use Only)

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF WINTERS AND  
TURNING POINT ACQUISITIONS V LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
[HUDSON OGANDO SUBDIVISION]**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Second Amendment") is entered into as of \_\_\_\_\_, 2013, by and between the CITY OF WINTERS, a municipal corporation (the "City") and TURNING POINT ACQUISITIONS V LLC, a California limited liability company (the "Developer").

**Recitals**

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of June 3, 2005 (the "**Development Agreement**"), providing for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Ave. and commonly known as the Hudson Ogando Property (the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Development Agreement.

B. The severe and adverse change in economic conditions that has occurred subsequent to the execution of the Development Agreement by the City and Developer's predecessor in interest resulted in a First Amendment to Development Agreement ("**First Amendment**"), approved and adopted by Ordinance in January of 2009.

C. In furtherance of the Project, the City and Developer desire to enter into this Second Amendment to make certain additional changes to, and extend the term of, the

Development Agreement.

D. City has given the required notice of its intention to adopt this Second Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Second Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On July 23, 2013, the City of Winters Planning Commission, the initial hearing body for purposes of Development Agreement review, recommended approval of this Second Amendment. On \_\_\_\_\_, 2013, the City of Winters City Council adopted Ordinance No. \_\_\_\_\_ approving this Second Amendment and authorizing its execution.

### Agreement

**Section 1.** The Development Agreement shall be amended so that each and every reference to "Winters Investors, LLC" shall be changed to "Turning Point Acquisitions V LLC."

**Section 2.** **Term:** Section 2.3, paragraph c. of the amended Development Agreement is amended to change December 31, 2018, to December 31, 2019. Section 2.3, paragraph c. of the Development Agreement is deleted.

**Section 3.** **Assignment:** Pursuant to Section 2.5 of the Development Agreement, City approves the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V LLC, a California Limited Liability Company, and either has provided, or simultaneously with the execution of this Second Amendment will provide, written consent by executing the assignment agreement between the two parties.

**Section 4.** **Notice:** Section 2.9 c of the Development Agreement is amended to delete the address to which notices shall be given to Developer and to replace it, as follows:

Turning Point Acquisitions V LLC  
3314 Freeman Road  
Walnut Creek, CA 94595  
Attn: Jim Hildenbrand  
(925) 639-4204

**Section 5.** Section 3.1 a. 8. of the Development Agreement is hereby amended to read as follows:

Hudson-Ogando Tentative Subdivision Map No. 4684, with Findings of Fact and Conditions of Approval, dividing the Property into 72 single-family lots (47 lots in the LR/R-1 zone and 25 lots in the MHR-R-3 zone, including seven (7) moderate income affordable housing units); Parcel A, consisting of 5,360 square feet, and Parcel Y, consisting of 93,608 square feet (Resolution No. 2005-56 adopted on November 15, 2005).

**Section 6.** Section 3.7 of the Development Agreement is hereby replaced in its entirety to

remove the phasing of residential building permits for the 61 market residential units and to change the requirements for non-market rate units and shall read as follows:

**3.7 Building Permits; Non-Market Rate Units.**

a. Developer owns and/or controls both the Hudson-Ogando project and the adjacent Callahan Estates project (located at Yolo County Assessor's Parcel Number 030-220-49). The City and Developer agree to combine the affordable housing obligation between the two projects rather than having each project provide for separate affordable housing fees or housing. The parties agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. Developer shall pay a combined in lieu fee of Three Hundred Sixty Thousand Dollars (\$360,000.00) to replace the requirement of constructing twenty-two very low and low-income units on-site throughout the two projects. Of the total in lieu fee, Developer shall pay an in lieu fee of Two Hundred Fifty Thousand Dollars (\$250,000) to City in conjunction with the Hudson-Ogando project. Developer shall make the payment in two phases. Developer shall make the first payment of One Hundred Thousand Dollars (\$100,000) to City upon recordation of the Hudson-Ogando final map. The second payment of One Hundred Fifty Thousand Dollars (\$150,000) shall be payable pro-rata on the basis of each building permit at close of escrow or six (6) months from issuance of a building permit for a residential structure in the Hudson-Ogando project for the first fifty (50) market rate units built in the Hudson-Ogando project. The fee per residential unit is Three Thousand Dollars (\$3,000.00) for a total maximum payment of One Hundred Fifty Thousand Dollars (\$150,000). Developer shall pay the balance of the in lieu fee (\$110,000) in conjunction with the Callahan Estates project, which the parties anticipate will be developed after the Hudson-Ogando project. The City shall use the in lieu fee to construct, or provide for the construction of, affordable housing in another part of the City; and

2. Developer shall assign, or has assigned, four of the lots previously designated for affordable housing, as moderate-income housing, and identified on the Callahan Estates Final Map #4508 as lots 45 A/B, 100 A/B, 85 A/B, 73 A/B, 60 A/B, 52 A/B, 68 A/B, 79A/B, and 93 A/B, to the Hudson-Ogando project. Developer shall have received a building permit and initiated construction for the seven (7) moderate-income affordable housing units by the time Developer receives a certificate of occupancy on the twenty-fifth (25th) market rate unit. If City is not satisfied with Developer's construction progress on the seven moderate-income affordable housing units at the time of receipt of a certificate of occupancy for the twenty-fifth market rate unit, City may refuse to issue a certificate of occupancy for any additional market rate units until City is satisfied with Developer's construction progress on the moderate-income housing units.

**Section 7.** Section 3.8 of the Development Agreement is deleted in its entirety

**Section 8.** Paragraph g. of Section 3.11 of the Development Agreement is deleted in its entirety.

**Section 9.** Section 3.15 of the Development Agreement is amended to read as follows:

In order to assist the Developer and to encourage the Developer to proceed with construction of new affordable and market rate housing within the City of Winters, except as provided for herein, City hereby agrees to defer all development impact fees imposed by the City on building permits issued until (1) issuance of a Certificate of Occupancy (COE); or (2) 6 months after the issuance of a building permit, whichever first occurs. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

**Section 10.** **School Fees:** Section 4.1 of the Development Agreement related to Schools is amended in its entirety to read as follows:

Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of the Hudson-Ogando 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, in accordance with the terms of an agreement negotiated between the Developer and the Winters Joint Unified School District.

b. As a condition to the approval of this Agreement by the City, the Developer shall present to the City Council, prior to the issuance of the first building permit for a residential structure, a fully executed agreement between the Developer and the Winters Joint Unified School District ("School District"). The City agrees to support a request by Developer that the existing School Fee Agreement be modified to reflect the current State Facilities fee of \$2.05 per square foot, and to further support a deferring of payment of school fees to coincide with the payment of impact fees provided under this Second Amendment.

c. The Developer acknowledges receipt of the document dated October, 2004, adopted by the School District entitled "School Facility Needs Analysis" prepared by Government Financial Strategies, Inc. This document will be used in part by the Developer and the School District in reaching agreement, together with an acknowledgment by both City and Developer that School District has experienced a sharp decline in enrollment since 2004, making the assumptions in the School Facility Needs Analysis less accurate.

**Section 11.** **Section 4.2- Conveyance of .75+/- Acres of Land**

Section 4.2 of the Development Agreement provides for the granting of .75 +/- acres of land for the construction of the Public Safety Facility. Developer has fulfilled this obligation, and the requirement is completed.

**Section 12.** **Section 4.3 - Park land and Fees**

Section 4.3 of the Development Agreement shall be deleted and amended to read as follows:

Developer shall satisfy its 1.64 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Five Hundred Sixteen Thousand Four Hundred Seventy-one Dollars (\$516,471.00) as follows: Developer shall pay the sum of Seven Thousand One Hundred Seventy-three Dollars (\$7,173.00) at the time of issuance of a building permit for each residential structure. Developer shall fund and construct the park on Parcel A (0.1230 acres). Developer shall be further credited against Park Improvement Fees for the provision of infrastructure improvements, planning, developing and equipping the park on Parcel A, not to exceed Thirty-eight Thousand Seven Hundred Thirty-five Dollars (\$38,735.00). This credit shall be applied on against parkland and parkland improvement fees otherwise applicable the Project. The amount of the Parcel A park credit is based on the pro-rata cost per acre obligation established for the 1.64 acre park. The cost per acre is  $\$516,471/1.64 \text{ acres} = \$314,921$ . Parcel A is 0.1230 acres. Therefore, the Parcel A park credit is  $\$314,921 \times 0.1230 = \$38,735$ .

**Section 13.** **Advance funding for Public Safety Facility:** Section 4.4 of the Development Agreement is amended to delete the existing language. The following text is added.

Developer shall pay the City's Public Safety Facility fee.

**Section 14.** **Cooperative and Reimbursement Agreement.** Section 4.6 of the Development Agreement concerning library fund and pool fund payment requirements is hereby deleted and shall be replaced with the following language requiring a cooperative and reimbursement agreement:

The developers of Hudson-Ogando, Callahan Estates, and Winters Highlands, herein referred to as "Owners," intend to subdivide their respective properties into residential lots, which will be served by public streets and improvements, easements, and rights-of-way. Each Owner will require access to portions of the Other's property for purposes of installation of streets, utilities conduit, storm drains, sewer, and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners.

Public streets and improvements, easements, and rights-of-way that are reasonably expected to benefit all Owners are defined herein as "Joint Improvements." "Joint Improvements" may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the "Joint Improvements" as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall make reasonable efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement Agreement" shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of Owner's respective projects (as described above) until the Developer either (a) submits to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners or (b) provides evidence

to the satisfaction of the City Manager that the Developer used reasonable good faith efforts to obtain a Joint Cooperative Development and Reimbursement Agreement. In the event that the Developer is unable to obtain such an Agreement, the City shall, at the request and the sole expense of the Developer, exercise reasonable efforts as authorized by law to obtain necessary right of way and easements as reasonably necessary to install public improvements.

The City Manager shall have the discretion to waive this requirement for the Hudson-Ogando project only if Developer agrees to pay for the cost of all sewer infrastructure for future connections required for Hudson-Ogando.

**Section 15. Sewer Capacity:** Section 4.7, paragraph (c.), of the Development Agreement is hereby amended to read as follows:

c. The WTP expansion and upgrade will not be completed by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment. Also, the sewer facilities through the Winters Highlands and Callahan Estates to the existing WTP are not expected to be complete by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment. In the event the sewer facilities across Winters Highlands and Callahan Estates are not completed by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment, the Developer may, at its sole cost and expense, connect to the City's existing sewage collection facilities located to the south of the Property on Grant Avenue. Such connection shall be an interim connection only. All necessary new improvements and upgrades to the existing sewer system as determined by the City Engineer to allow the interim connection will be paid by the Developer. To the extent that Developer is required by the City Engineer to construct off-site improvements other than those required to provide a connection to the existing Grant Avenue sewer line, the Developer shall be entitled to a credit in accordance with Section 3.11 (Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed).

**Section 16. Water Well:** Section 4.10 of the Development Agreement is replaced in its entirety and shall read as follows:

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 121 and 40- (Mitigation Measure 21), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.11.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of \$615,313.03, which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement. Developer shall be

entitled to apply credits against any water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with section 4.10 (d) above and shall include the same annual inflationary adjustment used to calculate the City’s impact fees on any outstanding amount still owed to Developer.

**Section 17. Masonry Wall:** Section 4.15 of the Development Agreement is replaced in its entirety and shall read as follows:

The Developer is responsible for the cost and construction of a six foot tall masonry wall and landscaping along the north and east sides of the mobile home park for the Hudson-Ogando Subdivision. The City has constructed the masonry wall along the east side of the Mobile Home Park. The Developer shall complete construction of the construction of the masonry wall and installation of landscaping concurrently with the issuance of the first building permit, in satisfaction of Conditions of Approval No. 47.

**Section 18. New Section 4.16- Taylor Street Improvements:** The Development Agreement shall be amended to include a new Section 4.16 Taylor Street Improvements to read as follows:

Taylor/“A” Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, shall be constructed as part of the Callahan Estates Development and shall be constructed with the same cross section dimensions with the ped/bike landscape corridor on the west side and the sidewalk on the east side. The Hudson-Ogando development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway.

**Section 19. Modified Conditions of Approval:**

Exhibit A-1 of this Section Amendment includes an amended and restated Conditions of Approval for the project to reflect the modernization of the agreement and amended provisions to the project.

**Section 20.** The effective date of this Second Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Second Amendment, all other provisions of the Development Agreement shall remain unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Second Amendment as of the date first above written (Attach LLC Resolution following signatures).

<b>CITY:</b>	<b>DEVELOPER:</b>
CITY OF WINTERS	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY

_____ Mayor	COMPANY By: _____ Its: _____
ATTEST:  _____ City Clerk	ATTEST:  By _____

**DRAFT AMENDED FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR HUDSON/ OGANDO PROJECT (approved November 15, 2005 \_\_\_\_\_ City Council)**

**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 Revised 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 Hudson/Ogando Subdivision and City Public Safety Center Mitigated Negative Declaration.

**Findings for General Plan Amendment**

1. Amendment of the General Plan to modify the land use designation of this property is in the best interest of the citizens of Winters.

**Findings for Rezoning**

1. The public health and general welfare warrant the change of zone and the change of zone is in conformity with the General Plan.

### **Findings for Exclusion from West Central Master Plan**

1. The proposed project, as modified and conditioned, better meets the requirements of the General Plan and there is no detriment to property remaining in the West Central Master Plan by removing this parcel.

### **Findings for PD Overlay and PD Permit**

2. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 8-1.5117 of the Zoning Ordinance.
3. 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.
4. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
5. 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.
6. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.
7. 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 Amendment of the Circulation Master Plan, Standard Street Cross Sections, and Bikeway System Master Plan**

1. The amendments to these City documents result in increased bicycle trail standards for the City resulting in a net benefit to the community and net increase in protected routes for alternative circulation.

### **Findings for Tentative Subdivision Map (G.C. 66474) and Lot Line Adjustment**

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 11-2.202(a) (Public Benefits) of the City Code.
7. The DA is consistent with Ordinance 2001-05 (Development Agreements).

### **Findings for the Demolition Permit**

1. The demolition is consistent with the General Plan and zoning requirements and has been fully analyzed under CEQA.

### **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 25, 2005 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the October 25, 2005 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.A.18, a minimum of ten percent of the single-family lots (7 lots) shall be offered for sale to local builders or owner-builders. These lots shall not be the same lots as those identified to meet the City's affordable housing requirement.
5. 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. d) Avoidance of dark colored roofing on all units. e) A minimum of 50 percent of the market-rate units shall have a photovoltaic solar energy system capable of producing a minimum of 2.4kW (peak-rated DC watts) photovoltaic. The remainder of the market-rate units shall be pre-wired for an equivalent system.
6. 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.
7. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of 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.
8. 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. All homes in this subdivision shall have "low application rate" lawn sprinkler systems, as approved by the Planning Commission.
9. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
10. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
11. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
12. 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.
13. 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.

14. 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.
15. 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.
16. 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.
17. 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. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved 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 five 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.
18. 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.
19. 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**

20. **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 submitted for approval 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.

21. **Mitigation Measure #2** – a. Construction equipment exhaust emissions shall not exceed 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 emission opacities, using standards as defined in 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 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 in 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 diesel fuel and or particulate matter traps. These alternative measures, if proposed, shall be developed in consultation with District staff.

22. **Mitigation Measure #3** -- Homes constructed as a part of the project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.
  
23. **Mitigation Measure #4** – The project proponent shall mitigate for potential project-related impacts to burrowing owl by conducting a pre-construction survey no more than 30 days prior to the initiation of construction activity. The pre-construction survey shall be conducted by a qualified biologist familiar with the identification of burrowing owls and the signs of burrowing owl activity. If active burrows are found on the project site, the California Department of Fish and Game (CDFG) shall be consulted regarding appropriate mitigation measures for project-related impacts to burrowing owl. Pursuant to the CDFG document entitled "Staff Report on Burrowing Owl Mitigation" (September 25, 1995), it is likely that replacement habitat will be required by CDFG. The guidelines include specific mitigation to protect nesting and wintering owls and to compensate for loss of breeding sites. In general, if the project would remove habitat of an occupied breeding site (e.g., if an active nest and surrounding habitat are removed), the project proponent will be required to compensate by preserving equivalent suitable habitat for each active nest site. In addition, the project proponent must install artificial burrows to offset the direct loss of the breeding site. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.
  
24. **Mitigation Measure #5** – The project proponent shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with one of the following:
  - a) If the Yolo County Memorandum of Understanding (MOU) regarding project-related impacts to Swainson's hawk foraging habitat is in full force and effect at the time the applicant seeks to satisfy this mitigation, the applicant may pay the appropriate fees allowed by this agreement. The MOU requires the project proponent mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. A fee is collected by the City of Winters for impacts to 15.97 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed annually and the project proponent shall be charged at the rate per acre at the time. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.
  
  - b) If the Yolo County NCCP/HCP has been adopted, the applicant shall mitigate for Swainson's hawk impacts by complying with the terms and requirements of the Plan. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit.
  
  - c) If the MOU is not in full force and effect, and if the NCCP/HCP has not yet been adopted, the project applicant shall purchase and set aside in perpetuity, 15.97 acres of Swainson's hawk foraging land in proximity to the City of Winters (as approved by the City) through the purchase of development rights and execution of an irreversible conservation easement to be managed by a qualified party (e.g. Yolo Land Trust). Mitigation shall include an annuity or other mechanism to pay for permanent maintenance and management by the managing entity. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit.
  
25. **Mitigation Measure #6** -- The project proponent shall mitigate for potential project-related impacts to nesting raptors (White-tailed Kite, Northern Harrier, and Loggerhead Shrike) by conducting a pre-

construction survey of all trees suitable for use by nesting raptors on the subject property or within 500 feet of the project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters. If active special-status raptor nests are found during the preconstruction survey, a 0.25-mile (1,320-foot) buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August) or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

26. **Mitigation Measure #7** -- If special-status vernal pool invertebrates are not found at the completion of a full protocol-level survey conducted by qualified biologists, and the USFWS agrees with the findings of the survey, then no further mitigation would be required. If special-status vernal pool invertebrates are found onsite, or if the USFWS disagrees then the mitigation specified below would still be required. The City of Winters shall confirm implementation of this mitigation measure prior to the issuance of a grading permit. The project proponent shall mitigate for potential project-related impacts to federally listed vernal pool invertebrates by complying with U.S. Fish and Wildlife Service (USFWS) guidelines regarding mitigation for project-related impacts to vernal pool invertebrate habitat. The USFWS typically requires a 250-foot setback from the edge of vernal pools to be avoided, however, this setback may be reduced if pools are degraded or no potential adverse effects to the habitat are anticipated with a decreased setback. If vernal pools onsite cannot be avoided, a mitigation plan shall be developed in conjunction with the USFWS to ensure no net negative effect to these species occurs. Likely mitigation measures include onsite or offsite preservation and creation of vernal pools at a ratio acceptable to the USFWS or purchase of credits at a qualified proximate vernal pool mitigation bank as specified by the USFWS and agreed to by the City. Typically, the USFWS in coordination with the Corps requires a 3:1 combination ratio (1:1 preservation and 2:1 creation) of vernal pools that potentially, or are known to support listed invertebrates.

Notwithstanding other federal jurisdiction, the Regional Water Quality Control Board may have jurisdiction over the wetlands, and shall be contacted regarding any separate regulatory authority or requirement they may have. Prior to the commencement of work on the project site, the applicant shall contact the RWCQB regarding their potential jurisdiction over wetlands that exist on the project site and comply with all applicable requirements, if any, established by that agency.

The California Department of Fish and Game (CDFG) retains jurisdiction over State biological resources including wetlands, and shall be contacted regarding any separate regulatory authority or requirement they may have for vernal pool species. Prior to the commencement of work on the project site, the applicant shall contact the CDFG regarding their potential jurisdiction over wetlands that exist on the project site and comply with all requirements, if any, established by CDFG arising from this consultation with the Department.

27. **Mitigation Measure #8** -- (a) Pursuant to General Plan Policy VI.C.2, the applicant must replace loss of riparian and wetland habitat acreage and/or value on at least a 1:1 basis. Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the project. The replacement habitat must consist of locally-occurring, native species and be located either at the City's Community Sports Park site north of Moody Slough Road, at the wetlands site in the northeast corner of the Winters Highlands property, or elsewhere as directed/approved by the City Council. Implementation of this condition shall be based on baseline data concerning existing native species. Study expenses shall be borne by development.
28. **Mitigation Measure #9** -- 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.

29. **Mitigation Measure #10** -- Grading of the site, design of foundations for proposed structures and construction of other related facilities on the property shall follow the criteria identified in the Geotechnical Investigation (Stevens Ferrone & Bailey, February 6, 2004) prepared for the project.
30. **Mitigation Measure #11** -- Asbestos and lead-based sampling shall be conducted on the structures prior to demolition, and appropriate precautions shall be implemented consistent with any requirements of the Fire Department, the County Environmental Health Department, and the Yolo-Solano Air Quality Management District.
31. **Mitigation Measure #12** -- 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 home, the builder shall submit for design review and approval.
32. **Mitigation Measure #13** -- Well pump noise shall not exceed 40 dBA at the nearest residential property line. This shall be demonstrated to the City via a noise analysis prepared by a qualified consultant prior to acceptance of the well facility.
33. **Mitigation Measure #14** -- Construction equipment (including well drilling equipment) shall be fitted with adequate engine mufflers and enclosures.
34. **Mitigation Measure #15** -- The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for controlling the pace of growth on an annual basis. Provisions for the design, funding, and construction of necessary infrastructure to accommodate allowed growth shall also be addressed. Threshold requirements for the construction of affordable units shall be included to ensure that the development of affordable units reasonably keep pace with the development of market-rate units within the project.
35. **Mitigation Measure #16** -- The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating the 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.
36. **Mitigation Measure #17** -- The applicant shall pay park mitigation fees to satisfy the obligation for 1.64-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.
37. **Mitigation Measure #18** -- a) Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");  
  
b) Install a traffic signal at the intersection of Grant Avenue/Walnut Lane. The traffic signal would need to be installed after construction and occupancy of 380 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). A preliminary review of traffic volumes indicates that conditions at this intersection would likely not meet the warrants, or criteria, applied by Caltrans for installation of traffic signals on a state highway. OR Prohibit left turn movements from southbound Walnut Lane onto eastbound Grant Avenue. Southbound vehicles on Walnut Lane would be forced to turn right and make a u-turn at the signalized intersection of Grant Avenue/Railroad Avenue;

c) Install a traffic signal at the intersection of Grant Avenue/West Main Street. The traffic signal would need to be installed after construction and occupancy of 50 single family dwelling unit "equivalents" from this project and/or Winters Highlands, Callahan Estates, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");

d) The applicant shall pay a fair share of the cost for design and installation of a traffic signal at the intersection of Railroad Avenue/Main Street at buildout.

38. **Mitigation Measure #19** -- The applicant shall be required to complete full roadway improvements, including traffic calming, to City Standards. Where phasing of improvements is allowed to support phased construction of residences, interim phased improvements shall be to the satisfaction of the City Engineer.
39. **Mitigation Measure #20** -- 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.
40. **Mitigation Measure #21** -- The applicant shall offer three alternative locations, satisfactory to the City, for locating a new well to serve the subdivision. Upon determination of an acceptable site, the City will release unused sites back to the applicant. At the City's discretion, the City may waive the requirement for an on-site location, should an acceptable off-site location be acquired and cleared procedurally (e.g. CEQA, etc.) for construction. If determined to be necessary, a separate CEQA analysis shall be conducted to clear the well site for construction. The applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement.

### **Community Development**

41. 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.
42. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
43. 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 colors. For residences on alleyways, the address numbering shall appear on the front and rear of the structure. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.
44. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.
45. 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.

46. 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.
47. Prior to acceptance of the final map, the applicant shall submit for review and approval by the City, design specifications for decorative and aesthetically pleasing masonry wall (minimum 6 feet in height) and landscaping (minimum 4.5 feet in width) along the north and east boundaries of the mobile home park property. This wall and landscaping shall be installed by the applicant and accepted by the City on a schedule to be determined by the City. Lots 150 through 183 shall not be occupied until the wall and landscaping improvements are installed and accepted. There shall be an opening in the wall along the north side of the mobile home park to allow for pedestrian and bicycle access to the north.
48. Parcel A shall be recorded with the stipulation that it is and shall remain an open space ("pocket park") lot and can not be converted to other uses in the future.
49. MAP CORRECTIONS: Sheet 1 of 2 – a) The acreage for Parcel Y shall be corrected in the legend to 93,608 as shown on the map itself. b) "Parcel A (Open Space/"Pocket Park") 5,360 square feet" shall be added to the legend.
- 49.1 The subdivision map shall be revised to show varying lot widths and depths within the R-1 residential area. The intent of this condition is to increase lot size and add variety to the resulting yard areas. Some 8,000 square foot lots shall be achieved through these revisions. This shall be approved by staff and reflected in the final map prior to recordation.

#### **Design Review**

50. 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.
51. Repetition of facades within builder tracts (subdivisions) shall be avoided. Abrupt changes in facades between builders shall be avoided.
52. In order to achieve architectural diversity, the developer shall offer four floor plans and 16 elevations (four per plan). A minimum of half of the required elevations shall include brick or stone veneer installed to a minimum height three feet from grade, with no more than a four-inch opening at the base. The veneer shall wrap around all sides of the structure visible from the front and sides so that it terminates at a point where the yard fencing begins. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials. Single story and two-story plans shall be varied.
53. The same (or substantially similar) elevation may appear no more than twice on one side of a block, or three times on either side of facing blocks, and may not be opposite or kitty-corner from the same elevation on the opposite side of the block. In addition, no more than ten percent of the homes can share the same elevation within a development.
54. A minimum of 50 percent of all detached units shall have useable front porches (minimum 6-feet by 8-feet). The remaining 50 percent shall have other prominent useable architectural features such as courtyards, balconies, and/or porticoes.
55. Units on opposing sides of a street shall be compatible in terms of design and color.

56. 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.
57. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
58. Exterior colors on residential units shall not be restricted.
59. Single family structures shall be consistent with applicable development standards identified in Tables 3A and 4, and Section 8-1.5302, of the Zoning Ordinance unless otherwise modified through the PD Permit in subsequent Design Review approvals.
60. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.
61. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.
62. Universal design features shall be incorporated as an option in residential units. These features shall include first floor passage doors and hallways, a handicap accessible path of travel from either the driveway or sidewalk to the entrance of the residential units, and other features determined by the Community Development Department.
63. The applicant shall ensure that lots along West Main Street receive special design and architectural treatment to showcase neo-traditional principles along this new segment of the City's original Main Street. Front doors for all lots that adjoin West Main Street (front-on or side-on) shall open onto West Main Street. Side-on homes shall include wrap around porches. There shall be no driveways onto West Main Street.
64. A site plan for Parcel A (open space) and landscaping plans for the entire project shall be submitted for design review and approval by the City prior to acceptance of the final map. These improvements shall be developed at the same time as adjoining lots, and shall be completed to the City's satisfaction prior to occupancy of adjoining lots.
65. Homes on lots along Taylor Street shall include wrap-around porches with front doors facing Taylor Street and driveways on the local street.
66. Details for side yard fencing along West Main Street and Taylor Street shall be provided for City review and approval as a part of subsequent Design Review for the project. Height, materials, setback, and landscaping shall be considered in light of the visibility of those areas from proposed bicycle trails along those streets.
67. Alley loaded garages shall have rear lighting that illuminates the alley. Style and wattage of fixtures shall be subject to City review and approval for both safety and aesthetic purposes as a part of subsequent Design Review for the project. Project CC&Rs shall specify the requirement for these fixtures to be maintained, and kept lit during evening hours, by the resident.
68. Deleted Lot 112 (corner lot) with frontage all parts of the Callahan subdivision. A Restriction will be recorded with Hudson/Ogando Final Map restricting sale of Lot 112 until Callahan Estates improvements are constructed and the lot can be served by road and utility improvements.

### **Affordable Housing**

69. The tentative map and affordable housing plan shall be modified to denote the obligation to deed restrict 11 lots as affordable. Of the 11 affordable units, 5 shall be restricted to very low income occupants and 6 shall be restricted to low/moderate income occupants. These lots shall not be the same lots as those identified to meet the City's local builder requirement. DAN MAGUIRE TO REVISE?

70. 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 each income-restricted property to ensure permanent affordability.
71. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.
72. Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths.
73. 72.1 Pursuant to Policy II.A.13 of the Housing Element, the affordable units shall be visually indistinguishable from the market-rate units.

### Street Improvements

72. 72.2 All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003, unless otherwise approved by the City Engineer.
73. The installation a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13 has been completed. Condition of Approval #73 has been satisfied. If the traffic signal is not funded by the Callahan Estates development prior to approval of the first final map for Ogando-Hudson development, the project proponent shall fund the installation a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13. The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement. If the traffic signal has been previously funded by others, the project proponent shall participate in a fair share cost of the signal.
74. West Main Street:
  - a) Full widening improvements to include off-street landscaping and ped/bike path on west side shall be constructed from Grant Avenue to the northern terminus of this Tentative Map with the first final map on the project.
  - b) The Hudson-Ogando Development will be required to enter into a Cooperative Joint Development Improvement Agreement with Callahan Estates and Winters Highlands for purpose of sharing in the funding and construction of the extension of West Main Street. The improvements shall be constructed from the northern terminus of existing West Main Street to the proposed Niemann Street on the Winters Highlands property with the first final map on the Callahan Development. The Agreement shall include all terms necessary to acquire the necessary right of way for this purpose on the Winters Highlands property.
  - c) If the Traffic Signal at West Main Street and Grant Avenue is not funded and constructed by the Callahan Estates development prior to approval of the first final map for Hudson-Ogando development, the project proponent shall fund and construct improvements after construction and occupancy of 50 family dwelling unit "equivalents" from this project and/or Highlands, Hudson-Ogando, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents") The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement.
  - a) ~~Full widening improvements to include off-street landscaping and ped/bike path on west side shall be constructed from Grant Avenue to the northern terminus of this Tentative Map with the first final map on the project.~~
  - b) ~~If the extension of West Main Street is not funded and constructed by the Callahan Estates development prior to approval of the first final map for Ogando-Hudson development, the project proponent shall fund and construct improvements. The improvements shall be constructed from the~~

northern terminus of existing West Main Street to the proposed Niemann Street on the Winters Highlands property with the first final map on the project. Applicant shall acquire the necessary right of way for this purpose on the Winters Highlands property prior to approval of the first final map. Occupancies of home shall not be granted until this improvement is constructed and approved for use by the City Engineer.

~~e) Interim street improvements may be approved by the City Engineer. If approved by the City Engineer, the minimum interim roadway improvements shall consist of two 12-foot lanes with 6-foot shoulders on each side and a temporary 10-foot wide asphalt concrete Class 1 pedestrian/bike lane on east side or west side (to be determined during design) of roadway. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Applicant shall acquire the necessary right of way on the Winters Highlands property prior to approval of the first final map. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.~~

~~d) If the Traffic Signal at West Main Street and Grant Avenue is not funded and constructed by the Callahan Estates development prior to approval of the first final map for Ogando-Hudson development, the project proponent shall fund and construct improvements after construction and occupancy of 50 family dwelling unit "equivalents" from this project and/or Highlands, Ogando, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents". The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement.~~

#### 75. Taylor Street:

a) Applicant shall acquire the right of way on the Ogando property between Kennedy Drive and A Street (Ireland Street) to accommodate full roadway improvements. Applicant shall construct full road improvements with the exception that only curb and gutter will be installed along the west side adjacent to the Ogando property to the intersection of A Street (Ireland Street). The street cross improvements between Kennedy Street and "A" Street (Ireland Street) shall consist of a 36-foot back-of-curb to back-of-curb roadway section, curb and gutter on the west side, and a 13.5-foot landscape strip, 10-foot Ped/Bike path, and 2-foot landscape clear zone on the east side. Taylor/"A" Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, shall be constructed as part of Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The Ogando-Hudson development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway with the Callahan Estates development.

b) Applicant shall acquire the right of way on the east side of Taylor Street and construct full street and sidewalk improvements adjacent to the Sherwood et al property, between Parcel A and the existing street and sidewalk improvements to the south.

~~a) Applicant shall acquire the right of way on the Ogando property and construct full improvements of Taylor Street. The street cross improvements between Kennedy Street and "A" Street shall consist of a 36-foot back-of-curb to back-of-curb roadway section, a 5-foot sidewalk and 5.5-foot landscape strip on the west side, and a 13.5-foot landscape strip, 10-foot Ped/Bike path, and 2-foot landscape clear zone on the east side. "A" Street to the north Tentative Map boundary shall be constructed and shall have the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side.~~

~~b) Applicant shall acquire the right of way on the east side of Taylor Street and construct full street and sidewalk improvements adjacent to the Sherwood et al property, between Parcel A and the existing street and sidewalk improvements to the south.~~

76. Kennedy Drive: Applicant shall acquire the right of way on the Ogando property and construct full street and sidewalk improvements on the north side, between proposed Taylor Street and the existing street and sidewalk improvements to the west.
77. ~~Niemann Street: Niemann Street from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the Ogando-Hudson project if not already constructed with the Callahan Development or other developments. Improvements shall consist of full improvements on the south side of Niemann with the addition of a 12-foot travel lane and 4-foot shoulder on the north side of Niemann. The extension of Niemann Street shall be constructed with the first Final Map of development. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement Agreement. DELETED~~
78. Grant Avenue:
- a) Full widening improvements to include off-street landscaping and ped/bike path on north side shall be constructed from West Main Street to the western terminus of this Tentative Map with the first final map on the project.
- b) Remove existing non-standard sidewalk and construct 5-foot wide concrete pedestrian sidewalk improvements, as approved by the City Engineer, from the west boundary of the Tentative Map improvements to the existing sidewalk at Taylor Street to the east. Relocate fire hydrant as necessary.
- ~~c) Restricted (no) public vehicle access shall be designated on the Final Map along the north side of Grant Avenue from the intersection of West Main Street to the west boundary of the Tentative Map. The final map shall identify relinquishment of access rights, except as noted. DELETED~~
- ~~d) No parking shall be allowed on Grant Avenue. DELETED~~
79. ~~Anderson Avenue: Anderson Avenue from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first Final Map of the Ogando-Hudson project to serve the existing Middle School on Anderson Avenue, if not already constructed with the Callahan Estates Development or other developments. Applicant shall construct full roadway improvements. Applicant shall acquire the needed right-of-way prior to approval of the final map. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement. DELETED~~
80. Alley "C" Street: The Applicant shall construct a 30- foot face-of-curb to face-of-curb alley street cross section between West Main Street and Alley Street "B". No parking shall be allowed in the alley, within the public right-of-way.
81. Alley "A" Street: Restricted (no) public or private vehicle access shall be designated on the Final Map along the south side of Alley "A" from the intersection of Alley "B" Street to the intersection of Taylor Street. The final map shall identify relinquishment of access rights, except as noted. No parking shall be allowed in the alley, within the public right-of-way.
82. Intersection Enhancement Details: Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.
83. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA. All sidewalks at driveway locations shall be 6-inch thick Portland Cement Concrete (PCC).
84. Tentative Map Street Cross-Sections, Sheet 1 and 2, dated March 8, 2005. Conditions and Changes shall be made as follows:

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. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

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

85. 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 first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
86. 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.
87. 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.
88. To accommodate the storm water project run-off and pass-through run-off from project into the existing Rancho Arroyo Pond the applicant shall be required to participate in the funding of a pump station in the pond that would consist of an approximate sized 14.5 cfs of pumping capacity. The applicant would also be required to fund and construct all storm drainage piping to accommodate flows from their project area to the storm pipe in West Main street, to include participating in funding a new inlet structure to the Rancho Arroyo detention pond and the abandonment of the existing inlet structure on the Cottages at Carter Ranch property and the existing detention pond pump and standpipe. The cost of work performed in and for the improvement of the Detention Basin shall be subject to fee credits and/or reimbursement, as determined by the City.

89. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
90. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
91. 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.
92. Drainage fees shall be paid prior to issuance of a building permit.
93. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
94. 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.
95. 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.
96. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
97. 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 1 acre shall include a BMP to be approved by the City Engineer.
98. 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.
99. 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.
100. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
101. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
102. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
103. Construction equipment and engines shall be properly maintained.
104. 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.

105. Construction practices will minimize vehicle idling.
106. Potentially windblown materials will be watered or covered.
107. Construction areas and streets will be wet swept.

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

108. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
109. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards. Applicant shall construct sewer service lateral to parcel "A".
110. A Tentative Map Sewer comprehensive Collection System Master 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. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.
111. The applicant shall pay the cost associated with all improvements, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for reimbursable improvements. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
112. 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.
113. As an interim connection, Developer shall have the option to direct its sewer flows south into the existing Grant Ave. sewer system as an interim connection on the condition that Developer fund all necessary new improvements and upgrades to the existing sewer system as required by the City at its own expense, which will not be subject to reimbursement. Once infrastructure is constructed to the north, the development shall be required to make that connection and disconnect from the Grant Ave sewer system. In addition, Ogando-Hudson shall be required to pay the full citywide sewer impact fee that funds the WWTP expansion that would still serve their development and associated sewer conveyance pipelines and regional pump station that would have served their development should the development have elected to continue to direct its development flows north through the Winters Highlands Development to the new proposed regional pump station at West Main Street and the Rancho Arroyo Detention Pond. Should the development elect not to direct its flows south and not fund improvements, it shall be required direct their flows north through the Winters Highlands property, advance funds for those improvements, and construct the conveyance pipe line system and regional pump station in order to connect to the WWTP and comply with all conditions of approval. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.
114. Prior to approval for use of the City's existing force main pipe, Applicant shall assess the capacity and physical condition of the force main and obtain City Engineer approval for use on the project. If the force main cannot be used, the Applicant shall be required to construct a new force main to the WWTP or other acceptable alternative approved by the City Engineer.
115. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by a parallel mains and connections at Manholes.

## Water Infrastructure

116. If required, per the Subdivision Map Act, project applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
117. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
118. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
119. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
120. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
121. ~~The installation a water well per Mitigation Measure #21 has been completed. Condition of Approval #121 has been satisfied. Based on City water modeling, a new well is needed to serve the first phase of development. If the Water Well is not funded and constructed by the Callahan Estates development, Developer shall advance fund the construction of a water well and required water system conveyance pipelines with the project. Per Mitigation Measure #18, the applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.~~
122. ~~The installation a water well per Mitigation Measure #21 has been completed. Condition of Approval #122 requiring a Water Well site plan has been satisfied. If the Water Well site plan is not funded and prepared by the Callahan Estates development The Applicant shall fund and prepare a well site plan with facility elevations with the first final map application subject to fee credits.~~
123. 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. 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.
124. At the time the Building Permit is issued, 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.
125. Applicant shall construct water service lateral to parcel "A" and install a meter for the service.
126. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
127. 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.

128. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
129. 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. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
130. 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.
131. 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.
132. 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.
133. Prior to approval of the first final map, a comprehensive on-site water system master plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
134. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
135. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
136. 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.
137. 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.
138. Submit three 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.
139. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

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

140. 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.
141. The applicant agrees to adhere to the terms of the of the ordinance (Ordinance No. 96-02) adopted by the City Council to address impact fees to be paid for development of property within the Rancho Arroyo Drainage District, to offset costs associated with drainage improvements.
142. 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.
143. A subdivision map (Final or Parcel) 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.
144. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
145. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.
146. 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.
147. All existing and proposed utilities (Electric, phone/data, and cable) 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.
148. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
149. 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 of Winters City Engineer and Fire Department
150. 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.
151. 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.
152. 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.
153. 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**

154. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
155. 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 Public Works Department.
156. A five (5) 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.
157. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that set of improvement plans and final map.

### **Reimbursements for Applicant Install Improvements**

158. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

### **Landscaping and Lighting**

159. 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.
160. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
161. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
162. 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.
163. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
164. 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.
165. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
166. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.
167. 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.

168. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
169. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
170. 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.
171. The main electrical panel for each residence shall be located at the exterior of the residence and capable of total electrical disconnect by a single throw.

conditions.1002505.doc



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 20, 2013  
**FROM:** John W. Donlevy, Jr., City Manager *[Signature]*  
**SUBJECT:** Callahan Estates- Ordinance Adoption for Second Amendment

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**RECOMMENDATION:**

That the City Council:

1. Conduct a Public Hearing; and
2. Adopt AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION DEVELOPMENT DATED JUNE 3, 2005, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS

**BACKGROUND:**

At the August 6, 2013 City Council Meeting, the City Council held a public hearing for the consideration of a Second Amendment to the Development Agreement and the introduction of the enabling Ordinance for the Callahan Estates Subdivision.

The recommended action is for the final public hearing and the adoption of the Ordinance.

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

**ORDINANCE No. 2013-02**

**AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION DEVELOPMENT DATED JUNE 3, 2005, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS**

**WHEREAS**, the City of Winters (“City”) and Winters Investors LLC (“Winters Investors”) entered into that certain Development Agreement dated June 3, 2005 (“Development Agreement”); and

**WHEREAS**, the Development Agreement provides for the residential development of 102 single-family units (“Project”) on 26.4 acres of certain real property in the City (“Property”); and

**WHEREAS**, the property has recently been sold by Winters Investors, LLC to Turning Point Acquisitions V, LLC (“Developer”); and

**WHEREAS**, the Property has not been developed, and the parties now desire to extend the term of the Development Agreement for an additional two years and to make other changes to it; and

**WHEREAS**, on July 23, 2013, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amended Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, on August 6, 2013, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amendment to the Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, the City Council reviewed and studied the amended Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

**NOW THEREFORE BE IT RESOLVED:**

**SECTION 1. ADOPTION OF AMENDMENT.** Pursuant to California Government section 65868, the City Council hereby approves the amendment to the Development Agreement, attached hereto as **Exhibit A** (“Amendment”).

**SECTION 2. FINDINGS.** Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City's General Plan, as it will allow the Developer to complete the Project, which the City Council previously found to be consistent with the City's General Plan.

**SECTION 3. CEQA.** The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder's Office within five (5) working days of adoption of this Ordinance.

**SECTION 4. RECORDATION.** Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on August 6, 2013, and passed and adopted during a regular meeting of the City Council of the City of Winters on August 20, 2013, by the following vote to wit:

AYES: Council Member(s):  
NOES: Council Member(s):  
ABSENT: Council Member(s):  
ABSTAIN: Council Member(s):

\_\_\_\_\_  
Cecilia Aguiar Curry, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**AMENDMENT TO THE DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY OF WINTERS  
318 First Street  
Winters, CA 95695  
Attention: City Clerk

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(Space Above this Line for Recorder's Use Only)

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF WINTERS AND  
TURNING POINT ACQUISITIONS V LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
[CALLAHAN ESTATES]**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Second Amendment") is entered into as of \_\_\_\_\_, 2013, by and between the CITY OF WINTERS, a municipal corporation (the "City") and TURNING POINT ACQUISITIONS V LLC, a California limited liability company (the "Developer").

**Recitals**

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of June 3, 2005 (the "**Development Agreement**"), providing for the residential development of certain real property, Yolo County APN 030-220-49, located at the western terminus of Anderson Avenue, and commonly known as the Callahan Property (the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Development Agreement.

B. The severe and adverse change in economic conditions that has occurred subsequent to the execution of the Development Agreement by the City and Developer's predecessor in interest resulted in the parties agreeing to a First Amendment to Development Agreement ("**First Amendment**"), approved and adopted by Ordinance in January of 2009.

C. In furtherance of the Project, the City and Developer desire to enter into this Second Amendment to make certain additional changes to, and extend the term of, the

Development Agreement.

D. City has given the required notice of its intention to adopt this Second Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Second Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On July 23, 2013, the City of Winters Planning Commission, the initial hearing body for purposes of Development Agreement review, recommended approval of this Second Amendment. On \_\_\_\_\_, 2013, the City of Winters City Council adopted Ordinance No. \_\_\_\_\_ approving this Second Amendment and authorizing its execution.

**Agreement**

**Section 1.** The Development Agreement shall be amended so that each and every reference to "Winters Investors, LLC" shall be changed to "Turning Point Acquisitions V LLC."

**Section 2.** **Termination Date.** Section 2.3, paragraph b. of the amended Development Agreement is amended to change the termination date of December 31, 2018, to December 31, 2019. Section 2.3, paragraph c. of the Development Agreement is deleted.

**Section 3.** **Assignment:** Pursuant to Section 2.5 of the Development Agreement, City approves the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V LLC, a California Limited Liability Company, and either has provided, or simultaneously with the execution of this Second Amendment will provide, written consent by executing the assignment agreement between the two parties.

**Section 4.** **Notice:** Section 2.9 d. of the Development Agreement is amended to delete the address to which notices shall be given to Developer and to replace it, as follows:

Turning Point Acquisitions V LLC  
3314 Freeman Road  
Walnut Creek, CA 94595  
Attn: Jim Hildenbrand  
(925) 639-4204

**Section 5.** Section 3.1.a.7 of the Development Agreement is hereby amended to read as follows:

7. Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into 111 single-family lots; Parcels A and D (exchange lots); Parcels E, F, and G (open space lots); and Parcel X (detention pond/potential well site). The 111 single-family lots will be market rate units, of which 11 must be made available to local builders as defined by the City's land use regulations.

**Section 6.** Section 3.7 of the Development Agreement is hereby replaced in its entirety to  
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remove the phasing of residential building permits for the market rate units and to change the requirements for non-market rate units and shall read as follows:

3.7 Building Permits; Non-Market Rate Units.

a. Developer owns and/or controls both Callahan Estates and the adjacent Hudson-Ogando project (located at Yolo County Assessor's Parcel Numbers 003-430-33 and 003-430-34). The City and Developer agree to combine the affordable housing obligation between the two projects rather than having each project provide for separate affordable housing fees or housing. The parties agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. Developer shall pay a combined in lieu fee of Three Hundred Sixty Thousand Dollars (\$360,000.00) to replace the requirement of constructing twenty-two very low and low-income units on-site throughout the two projects. Of the total in lieu fee, Developer shall pay to City the amount of One Hundred Ten Thousand Dollars (\$110,000) upon the recordation of the Final Map for the Callahan Estates project. The balance of the in lieu fee shall be paid by Developer in conjunction with the development of the Hudson-Ogando project, which both parties anticipate will be developed prior to Callahan Estates. The City shall use the in lieu fee to construct, or provide for the construction of, affordable housing in another part of the City; and

2. Developer shall assign four of the lots previously designated for affordable housing, as moderate-income housing, and identified on the Callahan Estates Final Map #4508 as lots 45 A/B, 100 A/B, 85 A/B, 73 A/B, 60 A/B, 52 A/B, 68 A/B, 79A/B, and 93 A/B to the Hudson-Ogando project. In the event that the units are unable to be transferred to the adjacent Hudson-Ogando residential project, then Developer shall be required to build these affordable housing units on-site or pay an in-lieu fee, in an amount to be agreed upon by Developer and City.

b. In the event that Developer requests approval of its final map for Callahan Estates before Developer (or Developer's successor in interest for the Hudson-Ogando project) requests approval of the final map for the Hudson-Ogando project, City and Developer shall renegotiate the provisions of Section 3.7 b. to require Developer to satisfy its affordable housing obligations for Callahan Estates to provide for the actual construction or payment of *in lieu* in an amount equivalent to the 14 low- and very-low affordable housing units.

**Section 7.** Impact Fees: Section 3.14 of the Development Agreement is amended to read as follows:

In order to encourage the Developer to proceed with construction of new market rate housing within the City of Winters, except as provided for herein, City hereby agrees to defer all development impact fees imposed by the City on building permits issued until (1) issuance of a Certificate of Occupancy (COE); or (2) 6 months after the issuance of a building permit, whichever first occurs. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit, or waive any rights which Developer may acquire

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pursuant to subsequently enacted state legislation.

**Section 8.** **School Fees:** Section 4.1 of the Development Agreement related to Schools is amended in its entirety to read as follows:

Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of Callahan Estates 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 in accordance with the terms of an agreement negotiated between the Developer and the Winters Joint Unified School District.

b. As a condition to the approval of this Agreement by the City, the Developer shall present to the City Council, prior to the issuance of the first building permit for a residential structure a fully executed agreement acceptable to the City between the Developer and the Winters Joint Unified School District ("School District"). The City agrees to support a request by Developer that the existing School Fee Agreement be modified to reflect the current State Facilities fee of \$2.05 per square foot, and to further support a deferring of payment of school fees to coincide with the payment of impact fees provided under this Second Amendment.

c. The Developer acknowledges receipt of the document dated October, 2004, adopted by the School District entitled "School Facility Needs Analysis" prepared by Government Financial Strategies, Inc. This document will be used in part by the Developer and the School District in reaching agreement, together with an acknowledgment by both City and Developer that School District has experienced a sharp decline in enrollment since 2004, making the assumptions in the School Facility Needs Analysis less accurate.

**Section 9.** **Public Safety Facility.** Section 4.2 of the Development Agreement is hereby deleted as the Public Safety Facility has been constructed.

**Section 10.** Section 4.3 of the Development Agreement is hereby amended to read as follows:

Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Eight Hundred Fifty Thousand Two Hundred Eighty-six Dollars (\$850,286.00) as follows: Developer shall pay the sum in equal installments at the time of issuance of a building permit for each residential structure. Developer shall fund and construct the parks on Parcels E, F, and G (equal to 0.6149 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels E, F, and G, not to exceed One Hundred Ninety-three Thousand Six Hundred Forty-four Dollars (\$193,644.00). This credit shall be applied on a pro rata basis against the anticipated development of 111 lots. The amount of the Parcels E, F, and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is  $\$850,286/2.73 \text{ acres} = \$314,921$ . Parcels E, F, and G are equal to 0.6149 acres. Therefore, Parcels E, F, and G park credit is  $\$314,921 \times 0.6149 = \$193,644$ .

**Section 11. Public Safety Facility:** Section 4.4 of the Development Agreement is hereby deleted in its entirety as construction of the Public Safety Facility is complete. The following text is hereby added to Section 4.4:

Developer shall pay the City's Public Safety Facility fee.

**Section 12.** Section 4.5 of the Development Agreement 4.2(e)(3) is deleted from the Development Agreement in its entirety, and a new Section 4.5 is inserted to read as follows:

**Section 4.5. 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 Callahan Estates per the latest fiscal impact analysis by Economic & Planning Systems. 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. Subject to the provisions of b.3., below, from the escrow for the sale of each residential unit to a third party, the Developer shall pay to the City the sum of TWO THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$2,402).

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 Callahan Estates.

3. The amount of TWO THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$2,402) will be adjusted with the first closing of a residential unit to a third party and on or before April 30 of each subsequent year to take into account rising assessed values resulting from increased new home prices within Callahan Estates, if any. The formula for making this adjustment is set forth in the new Exhibit G, attached hereto.

c. At the end of the third year after the recording of the Second Amendment to the Development Agreement, the City will prepare an updated fiscal analysis. The amount set forth in 4.5(b)(4), as may be amended from time to time by the formula set out in new Exhibit G, shall be modified according to the results of that analysis.

**Section 13. Cooperative Agreement.** Section 4.6 of the Development Agreement related to library and pool funding is hereby deleted and shall be replaced with the following language requiring a cooperative agreement:

**4.6 Cooperative and Reimbursement Agreement.**

The developers of Callahan Estates, Hudson-Ogando, and Winters Highlands, herein referred as the "Owners", intend to subdivide their respective properties into residential lots,

which will be served by public streets and improvements, easements, and rights-of-way. Each Owner will require access to portions of the other Owner's property for purposes of installation of streets, utilities conduit, storm drains, sewer, and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners.

Public streets and improvements, easements, and rights-of-way that are reasonably expected to benefit all Owners are defined herein as "Joint Improvements". "Joint Improvements" may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the "Joint Improvements" as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall make reasonable efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement Agreement" shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of Owner's respective projects (as described above) until the Developer either (a) submits to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners or (b) provides evidence to the satisfaction of the City Manager that the Developer used reasonable good faith efforts to obtain a Joint Cooperative Development and Reimbursement Agreement. In the event that the Developer is unable to obtain such an Agreement, the City shall, at the request and the sole expense of the Developer, exercise reasonable efforts as authorized by law to obtain necessary right of way and easements as reasonably necessary to install public improvements.

**Section 14:** Section 4.7 of the Development Agreement is hereby deleted and amended its entirety to read as follows:

**Section 4.7 Wastewater Treatment Plant Expansion and New Sewer Pump Station.**

a. Wastewater (sewage) from Callahan Estates will be treated in an expanded and upgraded Wastewater Treatment Plant ("WTP") to be built by the City using sewer fees collected from the developers of property within the City of Winters. Wastewater from Callahan Estates will eventually flow to the expanded and upgraded WTP through conveyance facilities to be constructed to the north of The Property across adjacent property commonly referred to as Winters Highlands.

b. The Developer shall be required to pay all applicable sewer impact fees.

c. The Developer shall pay its pro rata share of the construction of a new sewer pump, currently proposed at the Rancho Arroyo Detention Pond adjacent to West Main Street. The new pump station will be financed entirely by developers without any reimbursement from the City.

d. The City Engineer shall determine the pro rata share to be borne by each participating developer and shall allocate each share accordingly.

e. The City Engineer shall determine when the pump is to be built and who will build it.

**Section 15:** Section 4.9 of the Development Agreement is replaced in its entirety and shall read as follows:

**Section 4.9 Water Well.**

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 119 and 45- (Mitigation Measure 18), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.10.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of Six Hundred Fifteen Thousand Three Hundred Thirteen Dollars and Three Cents (\$615,313.03), which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement, Developer shall be entitled to apply credits against any water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with the provisions of section 3.10(f) of the Development Agreement and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

**Section 16.** Section 11 of the First Amendment is deleted (Library Fund Payment requirements).

**Section 17. New Section 4.16- Taylor Street Improvements:**

The Development Agreement shall be amended to add a new Section 4.16 to read as follows:

**Section 4.16 Taylor Street Improvements**

Taylor/"A" Street knuckle to the south of the Callahan Tentative Map boundary and west of the Hudson-Ogando Tentative Map boundary through the Ogando

*Final Version Approved by City Council- August 6, 2013*

property shall be constructed as part of Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The Callahan Estates development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway, and the Hudson-Ogando development shall provide the other 50% of the cost. Developer shall complete this improvement no later than the second phase final map for the Project.

**Section 18. Modified Conditions of Approval:**

Exhibit A-1, attached hereto and incorporated herein, includes amended Conditions of Approval for the project to reflect the modernization of the Development Agreement and amended provisions to the Project. All conditions not expressly modified in Exhibit A-1 shall remain in full force and effect.

**Section 19. Effective Date:** The effective date of this Second Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Second Amendment, all other provisions of the Development Agreement shall remain unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Second Amendment as of the date first above written (Attach LLC Resolution following signatures).

<b>CITY:</b>	<b>DEVELOPER:</b>
CITY OF WINTERS  _____ Mayor	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  By: _____  Its: _____
<b>ATTEST:</b>  _____ City Clerk	<b>ATTEST:</b>  By _____

**DRAFT AMENDED FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR CALLAHAN ESTATES SUBDIVISION PROJECT**  
**(~~March 15, 2005~~ \_\_\_\_\_ Winters City Council --~~Final~~\_\_\_\_\_)**

**FINDINGS OF FACT**

**Findings for Adoption of Mitigated Negative Declaration**

1. The City Council has considered the proposed Mitigated Negative Declaration (original and revised) 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 Revised 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 Callahan Estates Subdivision Mitigated Negative Declaration.

**Findings for Exclusion from West Central Master Plan**

The proposed project, as modified and conditioned, better meets the requirements of the General Plan and there is no detriment to property remaining in the West Central Master Plan by removing this parcel.

**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 8-1.5117 of the Zoning Ordinance.
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 Amendment of the Circulation Master Plan, Standard Street Cross Sections, and Bikeway System Master Plan**

1. The amendments to these City documents result in increased bicycle trail standards for the City resulting in a net benefit to the community and net increase in protected routes for alternative circulation.

**Findings for Tentative Subdivision Map (G.C. 66474) and Lot Line Adjustments**

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 11-2.202(a) (Public Benefits) of the City Code.
7. The DA is consistent with Ordinance 2001-05 (Development Agreements).

### **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 January 25, 2005 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the January 25, 2005 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.A.19, a minimum of ten percent of the single-family lots (12 lots) shall be offered for sale to local builders or owner-builders. These lots shall not be the same lots as those identified to meet the City's affordable housing requirement.
5. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. At a minimum this shall include: maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution" (attached), and attainment of EPA Energy Star Standards in all units; low emission furnaces; avoidance of dark colored roofing; and a minimum of 10 percent solar photovoltaic homes. The applicant shall provide written evidence from each buyer that they were provided with a solar energy option on their home.
6. 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.
7. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of 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.

8. 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.
9. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
10. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
11. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
12. 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.
13. Deleted.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved 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 five 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.
19. 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.
20. 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.
21. Deleted.

## Negative Declaration Mitigation Measures

22. 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 submitted for approval 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.

23. Mitigation Measure #2: a. Construction equipment exhaust emissions shall not exceed 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 emission opacities, using standards as defined in 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 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 in 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 diesel fuel and or particulate matter traps. These alternative measures, if proposed, shall be developed in consultation with District staff.

24. Mitigation Measure #2.1: Homes constructed as a part of the Callahan project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.
25. Mitigation Measure #3: The project proponent shall mitigate for potential project-related impacts to nesting raptors by conducting a pre-construction survey of all trees suitable for use by nesting raptors on the subject property or within 500 feet of the project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters. If active special-status raptor nests (e.g. Swainson's hawk or white-tailed kite) are found during the preconstruction survey, a 0.25-mile (1,320-feet) buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August)

or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

26. Mitigation Measure #4: The project proponent shall mitigate for potential project-related impacts to burrowing owl by conducting a pre-construction survey no more than 30 days prior to the initiation of construction activity. The pre-construction survey shall be conducted by a qualified biologist familiar with the identification of burrowing owls and the signs of burrowing owl activity. If active burrows are found on the project site, the California Department of Fish and Game (CDFG) shall be consulted regarding appropriate mitigation measures for project-related impacts to burrowing owl. Pursuant to the CDFG document entitled "Staff Report on Burrowing Owl Mitigation" (September 25, 1995), it is likely that replacement habitat will be required by CDFG. The guidelines include specific mitigation to protect nesting and wintering owls and to compensate for loss of breeding sites. In general, if the project would remove habitat of an occupied breeding site (e.g., if an active nest and surrounding habitat are removed), the project proponent will be required to compensate by preserving 6.5 acres of suitable habitat for each active nest site. In addition, the project proponent must install artificial burrows to offset the direct loss of the breeding site. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.
27. Mitigation Measure #5: The project proponent shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with the Yolo County Memorandum of Understanding (MOU) regarding project-related impacts to Swainson's hawk foraging habitat. The MOU requires the project proponent mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. A fee shall be collected by the City of Winters for impacts to 26.4 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed annually and the project proponent shall be charged at the rate per acre at the time of project approval. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.
28. Mitigation Measure #5.1: (a) If the project can avoid ground disturbing activities that would affect the hydrology of the wetland or avoid fill into the wetland, then no mitigation for impacts to special status invertebrates is required. A buffer around the seasonal wetland would be required to ensure that any possibility of take is avoided. The amount of this buffer would be determined by a qualified biologist based on a site-specific determination of hydrology and shall not be less than 20-feet. If impacts to the wetland will not be avoided, then consultation and on-site inspection with USFWS shall determine whether the Service will require protocol surveys to be conducted to determine presence or absence of the listed species. If as a result of the consultation or protocol level surveys it is determined that the species are absent, then no mitigation is required. If the species are present, or if the project proponent decides to assume presence by not conducting the surveys if such surveys are required by USFWS, then compensatory mitigation will be required. If compensatory mitigation is required and there is no federal regulatory lead agency (as is the case with this project), the project proponent, through coordination with the USFWS, would prepare a project-level Habitat Conservation Plan under Section 10 of the federal Endangered Species Act. The project-level HCP will identify specific actions including the amount of compensation that is required. Typically, impacts on these species require replacement of the habitat acreage at a 3:1 ratio (1:1 preservation and 2:1 creation). The City of Winters shall confirm implementation of this mitigation measure prior to the issuance of a grading permit.  
  
(b) Notwithstanding the Corps' determination, the California Department of Fish and Game (CDFG) retains jurisdiction over State biological resources including wetlands, and should be contacted regarding any separate regulatory authority or requirement they may have for vernal pool species.

Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over wetlands that exist on the project site and comply with all requirements, if any, established by CDFG arising from this consultation with the Department.

29. Mitigation Measure #5.2: (a) Pursuant to General Plan Policy VI.C.2, the applicant must replace loss of riparian and wetland habitat acreage and/or value on at least a 1:1 basis. Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the project. The replacement habitat must consist of locally-occurring, native species and be located either at the City's Community Sports Park site north of Moody Slough Road or at the wetlands site in the northeast corner of the Winters Highlands property. Implementation of this condition shall be based on baseline data concerning existing native species. Study expenses shall be borne by development.

(b) Additional field investigation shall be undertaken by a qualified wetlands specialist to establish the condition of the Highland Canal and to determine the potential for it to be subject to CDFG jurisdiction. The following information shall be provided: the source and terminus of the drainage, whether the feature is natural or artificial, and what its current and historical purpose is relative to water delivery. Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over habitat or species within the Highland Canal and comply with all requirements, if any, established by CDFG arising from this consultation with the Department. If the Highland Canal is found to be subject to CDFG jurisdiction, it shall also be included in the calculation of total loss of habitat for which City General Plan Policy VI.C.2 requires 1:1 mitigation.

30. Mitigation Measure #6: 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.
31. Mitigation Measure #7: Grading of the site, design of foundations for proposed structures and construction of other related facilities on the property shall follow the criteria identified in the Geotechnical Investigation (Terrasearch Inc, June 6, 2003) prepared for the project.
32. Mitigation Measure #8: Prior to development of the property, two soils samples in the southwest area of the site shall be tested for organochloride pesticides and metals (arsenic, lead, and mercury), following the protocol recommended in the Environmental Site Assessment (ESA) (Terrasearch, July 14, 2003). Other recommendations of the ESA shall be followed during grading and site preparation activities.
33. Mitigation Measure #9: 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 applicant shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.
34. Mitigation Measure #10: The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for controlling the pace of growth on an annual basis. Provisions for the design, funding, and construction of necessary infrastructure to accommodate allowed growth shall also be addressed. Threshold requirements for the construction of affordable units shall be included to ensure that the development of affordable units reasonably keep pace with the development of market-rate units within the project.
35. Mitigation Measure #11: The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating the 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, or other acceptable mechanisms.

36. Mitigation Measure #12: The applicant shall pay park mitigation fees to satisfy the obligation for 2.70 acres of developed parkland. The applicant is responsible for the value of the land plus the value of the improvements that would have otherwise been required in order to satisfy the General Plan goal.
37. Mitigation Measure #13: Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").
38. Mitigation Measure #13.1: a) Install a traffic signal at the intersection of Grant Avenue/Walnut Lane. The traffic signal would need to be installed after construction and occupancy of 380 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). A preliminary review of traffic volumes indicates that conditions at this intersection would likely not meet the warrants, or criteria, applied by Caltrans for installation of traffic signals on a state highway. **OR** b) Prohibit left turn movements from southbound Walnut Lane onto eastbound Grant Avenue. Southbound vehicles on Walnut Lane would be forced to turn right and make a u-turn at the signalized intersection of Grant Avenue/Railroad Avenue.
39. Mitigation Measure #13.2: Install a traffic signal at the intersection of Grant Avenue/West Main Street. The traffic signal would need to be installed after construction and occupancy of 50 single family dwelling unit "equivalents" from this project and/or Highlands, Ogando, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").
40. Mitigation Measure #13.3: The applicant shall pay a fair share of the cost for design and installation of a traffic signal at the intersection of Railroad Avenue/Main Street at buildout.
41. Mitigation Measure #14: The applicant shall be required to complete all roadway improvements, including traffic calming, to City Standards. Where phasing of improvements is allowed to support phased construction of residences, interim phased improvements shall be to the satisfaction of the City Engineer. The applicant shall be required to construct right-of-way improvements on Niemann Street to West Main Street, Anderson Avenue to West Main Street, and extend West main Street from the extension of Niemann Street to the existing northerly terminus of West Main Street within the Carter Ranch development. All roadway improvements at the Main Street and State Route 128 (Grant Avenue) intersection shall meet applicable Caltrans highway standards.
42. Mitigation Measure #15: The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map.
43. Mitigation Measure #16: A separate CEQA analysis shall be conducted to clear the proposed sewer pump station site for construction and to clear the construction of any offsite infrastructure needed outside of existing roadways and for which a prior CEQA clearance can not be used.
44. Mitigation Measure #17: The Proposed Project shall contribute its fair share toward expansion of the City of Winters Wastewater Treatment Plant, consistent with the Wastewater Treatment Plant Master Plan. If expansion of the WWTP is required for the project, an acceptable financing mechanism shall be in place for the WWTP expansion prior to acceptance of a final map. Building permits for each phase of development shall be issued only after the City has established that WWTP capacity will be available to serve that phase of development.
45. Mitigation Measure #18: The applicant shall offer three alternative locations, satisfactory to the City, for locating a new well to serve the subdivision. Upon determination of an acceptable site, the City will release unused sites back to the applicant. At the City's discretion, the City may waive the requirement for an on-site location, should an acceptable off-site location be acquired and cleared

procedurally (e.g. CEQA, etc.) for construction. If determined to be necessary, a separate CEQA analysis shall be conducted to clear the well site for construction. The applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.

## **Community Development**

46. 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.
- 46.1 Construction on Lot 1 shall implement the recommendations of a plan-specific noise study to address potential noise from a municipal well operating on Parcel X.
47. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
48. Address numbering shall be plainly visible from public view using lettering that is a minimum of four inches in high with contrasting colors. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.
49. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.
50. 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.
51. **MAP CORRECTIONS** (all sheets): **a)** The "Notes" on the tentative map describing proposed Parcel X shall be modified to correctly refer to the parcel as "Parcel X" rather than "Lot X" and the square footage shall be modified to "3,939" rather than "3, 913". **b)** The "Notes" shall also be modified to reflect the true "owner" and "subdivider" as represented by the applicant. **c)** The "Notes" and the map shall be modified to identify Parcels E, F, and G as "open space" lots proposed to be dedicated to the City. **d)** The tentative map shall be modified for Lots 1 through 16 to remove the references to a "common driveway". This feature, if allowed, will be addressed during the subsequent Design Review process for these lots. **e)** Proposed Parcel C, which would be an exchange parcel from Winters Highlands to Callahan Estates, shall be increased in size on the tentative map from 1,884 square feet as shown to include the half-street cross-section frontage right-of-way on D Street to the east side of the alley and the full cross-section right-of-way for the alley to the centerline of D Street. **f)** Insets 8A, 8B, and 8c on Sheet 2 that depict lot setbacks are not approved and shall be removed from the map. **g)** The bike path on Parcels F and G shall be dimensioned and labeled as a Class I facility. **h)** The south boundary of Lot 38 shall align with the south boundary of Lot 23. The extra area will go into Lot F as a part of the open space.
52. Pursuant to Section 8-1.6015.C and Section 8-1.6015.I of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan, sign-off on the completion of each mitigation measure in the adopted Mitigation Monitoring Plan (MMP) shall constitute the required "Program Completion Certificate".
53. The Mitigation Monitoring Plan shall be adopted pursuant to the requirements of Section 8-1.6015.F and implemented pursuant to Section 8-1.6015.G and Section 8-1.6015.H, of the Zoning Ordinance.
54. Pursuant to the Mitigation Monitoring Plan (MMP), the applicant shall fund the costs of implementing the MMP including the payment of fees specified in Section 8-1.6015.J of the Zoning Ordinance.

55. Pursuant to Section 8-1.6015.E of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan (MMP), the following items shall apply and shall be amended into the MMP:
- a) The adopted MMP shall run with the real property that is the subject of the project and successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted Plan.
  - b) Prior to any lease, sale, transfer, or conveyance of any portion of the real property that is the subject of the project, the applicant shall provide a copy of the adopted Plan to the prospective lessee, buyer, transferee, or one to whom the conveyance is made. This does not apply to sales of individual single-family lots to homebuyers.
  - c) The responsibilities of the applicant and of the City, and whether any professional expertise is required for completion or evaluation of any part of the Plan, shall be as specified in the Plan and as determined by the Community Development Director or designated Project Monitor in the course of administering the MMP.
  - d) Cost estimates for the implementation of this Plan and satisfaction of each measure are not known or available, but shall be developed by the applicant in the course of implementing each mitigation measure.
  - e) Civil remedies and criminal penalties for noncompliance with the adopted MMP are as specified in Section 8-1.6015.K, 8-1.6015.L, and Section 8-1.6015.M of the Zoning Ordinance.

55.1 The West Main Street (South of "C" Street) cross-section (Inset #6) shall be deleted. The map shall be modified to show the West Main Street ("C" Street to "D" Street) cross-section (Inset #5) as extending south of C Street. Lots 101 through Exchange Parcel A shall be shifted eastward 15 feet. Lot 101 shall be modified to show the widening of Taylor by 15 feet to accommodate a Class I trail system.

### **Design Review**

- 56. 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.
- 57. Repetition of facades within builder tracts (subdivisions) shall be avoided. Abrupt changes in facades between builders shall be avoided.
- 58. In order to achieve architectural diversity, the developer shall offer five floor plans and 25 elevations (five per plan). A minimum of half of the required elevations shall include brick or stone veneer installed to a minimum height three feet from grade, with no more than a four-inch opening at the base. The veneer shall wrap around all sides of the structure visible from the front and sides so that it terminates at a point where the yard fencing begins.  
  
Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials. Single story and two-story plans shall be varied.
- 59. The same (or substantially similar) elevation may appear no more than twice on one side of a block, or three times on either side of facing blocks, and may not be opposite or kitty-corner from the same elevation on the opposite side of the block. In addition, no more than ten percent of the homes can share the same elevation within a development.
- 60. A minimum of 50 percent of all detached units shall have useable front porches (minimum 6-feet by 8-feet). The remaining 50 percent shall have other prominent useable architectural features such as courtyards, balconies, and/or porticoes.

61. Units on opposing sides of a street shall be compatible in terms of design and color.
62. 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.
63. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
64. Exterior colors on residential units shall not be restricted.
65. Single family structures shall be consistent with applicable development standards identified in Tables 3A and 4, and Section 8-1.5302, of the Zoning Ordinance.
66. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.
67. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.
- 67.1 UNIVERSAL DESIGN: Universal design features shall be incorporated as an option in residential units. These features shall include first floor passage doors and hallways, a handicap accessible path of travel from either the driveway or sidewalk to the entrance of the residential units, and other features determined by the Community Development Department.
- 67.2 The applicant shall ensure that lots along West Main Street receive special design and architectural treatment to showcase neo-traditional principles along this new segment of the City's original Main Street.
- 67.3 Site plans and landscaping plans for Parcels E, F, and G shall be submitted for design review and approval prior to issuance of residential building permits. These parcels shall be developed at the same time as adjoining lots, and shall be completed to the City's satisfaction prior to occupancy of adjoining lots.
- 67.4 Specifications and landscaping for the special treatment proposed at the intersection of Anderson Avenue and West Main Street shall be submitted for design review and approval prior to issuance of residential building permits.
- 67.5 Homes on lots along Taylor Street shall be oriented to face Taylor Street, rather than to the local streets. Design for these homes shall include wrap-around porches with front doors facing Taylor Street.

#### **Affordable Housing**

68. The tentative map and affordable housing plan shall be modified to denote the obligation to deed restrict 18 lots as affordable. Of the 18 affordable units, 7 shall be restricted to very low income occupants and 11 shall be restricted to low/moderate income occupants. These lots shall not be the same lots as those identified to meet the City's local builder requirement.
69. 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 each income-restricted property to ensure permanent affordability.
70. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.
71. Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths.

## Street Improvements

72. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003.

72.1 ~~The installation a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13 has been completed. Condition of Approval #73 has been satisfied. The project proponent shall install a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13. The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement.~~

73. West Main Street:

- a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the Northern terminus of this Tentative Map with the first final map on the project. Applicant shall acquire the necessary right of way for this purpose on the Winters Highlands property prior to approval of the first final map.
- b) The extension of West Main Street from the northern terminus of the tentative Map to the proposed Niemann Street shall be constructed with the first Final Map on the project. Interim street improvements may be approved by the City Engineer. If approved by the City Engineer, the minimum interim roadway improvements shall consist of two 12-foot lanes with 6-foot shoulders on each side and a temporary 10 foot wide asphalt concrete Class 1 pedestrian/bike lane on east side or west side (to be determined during design) of roadway. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Applicant shall acquire the necessary right of way on the Winters Highlands property prior to approval of the first final map. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.
- c) The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50th building permit. The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement.
- ~~a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the Northern terminus of this Tentative Map with the first final map on the project. Applicant shall acquire the necessary right of way for this purpose on the Winters Highlands property prior to approval of the first final map.~~
- ~~b) The extension of West Main Street from the northern terminus of the tentative Map to the proposed Niemann Street shall be constructed with the first Final Map on the project. Interim street improvements may be approved by the City Engineer. If approved by the City Engineer, the minimum interim roadway improvements shall consist of two 12-foot lanes with 6-foot shoulders on each side and a temporary 10 foot wide asphalt concrete Class 1 pedestrian/bike lane on east side or west side (to be determined during design) of roadway. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Applicant shall acquire the necessary right of way on the Winters Highlands property prior to approval of the first final map. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.~~

- e) ~~The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50<sup>th</sup> building permit. The signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees through a reimbursement agreement.~~

74. Taylor Street:

a) If the Winters Highlands property is not developed prior to the development of the Callahan Project, then the Applicant shall acquire the land on the Winters Highlands property in order to facilitate the interim or full construction of Taylor Street as shown on the Tentative Map. Applicant shall acquire the needed right-of-way prior to approval of final map on Project for any phase having lots which front on Taylor Street. Interim street improvements may be approved by the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on the east side. The structural cross section shall meet City design and construction standards. Approval of any request for deviation in these minimum roadway standards shall be at the discretion of the City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Taylor/"A" Street knuckle to the south of the Callahan Tentative Map boundary and west of the Hudson-Ogando Tentative Map boundary through the Ogando property shall be constructed as part of Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The Callahan Estates development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway with the Hudson-Ogando development.

75. Niemann Street: Niemann Street from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the Callahan project. Improvements shall consist of full improvements on the south side of Niemann with the addition of a 12-foot travel lane and 4-foot shoulder on the north side of Niemann. The extension of Niemann Street shall be constructed with the first Final Map of development. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement Agreement.

76. Anderson Avenue:

a) Anderson Avenue from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first Final Map of the Callahan project to serve the existing Middle School on Anderson Avenue. Applicant shall construct full roadway improvements. Applicant shall acquire the needed right-of-way prior to approval of the final map. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Anderson Avenue from Taylor Street to A Street shall include enhanced sidewalk landscape corridor. The 10-foot sidewalk along Anderson Avenue from Taylor Street to A Street shall not be classified as a bike path. Sidewalk within driveway locations shall have a minimum 6-inch PCC section.

c) Anderson Avenue shall be 46-feet from curb-to-curb. The cross-section shall include 6-foot parkway strips and 5-foot sidewalks on both sides.

77. "D" Street: The Applicant shall acquire the land on the Winters Highlands property prior to approval of a final map in order to facilitate interim or full construction of "D" Street as shown on the Tentative Map. Interim street improvements may be approved by the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on south side. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the

City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

78. The tentative map shall be modified to make C Street a secondary collector (62-foot right-of-way) from West Main Street to Taylor Street.
79. Parcel X and City Drainage Pond Access Property- Parcel X and City owned drainage Pond Access property shall be landscaped to the satisfaction of the Community Development Director and City Engineer. This location may also be utilized for public works infrastructure improvements, such as water wells, and pump stations. The City Engineer will have final approval.
80. Lot "A", "B", "C", and "D" Areas of Exchange: Applicant shall execute lot line adjustment for lots C and D between the Callahan property and the Winters Highlands property prior to submittal of the first final map and improvement plans. The net result will be that Lot "C", fronting "D" Street, will be incorporated as part of the Callahan tentative map and Lot "D", fronting West Main Street, shall be incorporated as part the Winters Highlands tentative map.
81. Intersection Enhancement Details: Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.
82. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA. All sidewalks at driveway locations shall be 6-inch PCC.
83. Tentative Map Street Cross-Sections, Sheet 1 of 1, dated January 13, 2005). Conditions and Changes shall be made as follows:
  - a) Street Cross section details, 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. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

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

84. 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 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 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 first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversized improvements on a pro rata basis per the Project level Development Agreement.
85. Deleted

86. 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.
87. 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.
88. To accommodate the storm water project run-off and pass-through run-off from project into the existing Rancho Arroyo Pond the applicant shall be required to construct a pump station in the pond that would consist of an approximate sized 14.5 cfs of pumping capacity. The applicant would also be required to fund and construct all storm drainage piping to accommodate flows from their project area to include a new inlet structure to the Rancho Arroyo detention pond and the abandonment of the existing inlet structure on the Cottages at Carter Ranch property. In addition, the existing 0.8 cfs detention pond pump and standpipe would be removed. Applicant shall be required to construct these improvements with the first final map. Applicant shall acquire necessary land and right of entry agreements for the construction of new improvements and abandonment of existing improvements. The cost of work performed in and for the improvement of the Detention Basin shall be subject to fee credits and/or reimbursement, as determined by the City.
89. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
90. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
91. 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.
92. Drainage fees shall be paid prior to issuance of a building permit.
93. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
94. 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.
95. 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.
96. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

97. 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 1 acre shall include a BMP to be approved by the City Engineer.
98. Deleted.
99. 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.
100. 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.
101. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
102. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
103. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
104. Construction equipment and engines shall be properly maintained.
105. 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.
106. Construction practices will minimize vehicle idling.
107. Potentially windblown materials will be watered or covered.
108. Construction areas and streets will be wet swept.

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

109. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
110. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
111. A Tentative Map Sewer comprehensive Collection System Master 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. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.
112. The applicant shall pay the cost associated with all improvements, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for reimbursable

improvements. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

113. 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.

114. ~~The Applicant shall be obligated to advance fund the construction of the off-site sewer pump station identified on West Main Street Adjacent to the entrance to the Rancho Arroyo Detention Pond and associated conveyance pipelines serve the property to the Wastewater Treatment Plant. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map. An appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Applicant shall be required to acquire the needed right-of-way prior to approval of the first final map for the project. As an interim connection, Developer shall have the option to direct its sewer flows south into the existing Grant Ave. sewer system as an interim connection on the condition that Developer fund all necessary new improvements and upgrades to the existing sewer system as required by the City at its own expense, which will not be subject to reimbursement. The current estimate for these improvements is approx. \$1.5M. Once infrastructure is constructed to the north, the development shall be required to make that connection and disconnect from the Grant Ave sewer system. In addition, Callahan/ Ogando-Hudson shall be required to pay the full citywide sewer impact fee that funds the WWTP expansion that would still serve their development and associated sewer conveyance pipelines and regional pump station that would have served their development should the development have elected to continue to direct its development flows north through the Winters Highlands Development to the new proposed regional pump station at Neimann Street/ Railroad Ave. Should the development elect not to direct its flows south and fund the estimated \$1.5M improvements, it would be required direct their flows north through the Winters Highlands property, advance funds for those improvements, and construct the conveyance pipe-line system and regional pump station in order to connect to the WWTP and comply with all conditions of approval. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.~~

115. ~~DELETED~~ Prior to approval for use of the City's existing force main pipe, Applicant shall assess the capacity and physical condition of the force main and obtain City Engineer approval for use on the project. If the force main cannot be used, the Applicant shall be required to construct a new force main to the WWTP or other acceptable alternative approved by the City Engineer.

116. Deleted.

117. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by a parallel mains and connections at Manholes

## Water Infrastructure

118. Deleted.
119. If required, per the Subdivision Map Act , project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
- a) Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
  - b) The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
  - c) The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
  - d) Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
- 119.1 ~~The installation a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #119 has been satisfied. Based on City water modeling, a new well is needed to serve the first phase of development. Developer shall advance fund the construction of a new water well and required water system conveyance pipelines with the project. Per Mitigation Measure #18, the applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.~~
120. ~~The installation a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #120 has been satisfied. The Applicant shall fund a well site plan with facility elevations with the first final map application subject to fee credits.~~
121. 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. 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.
122. At the time the Building Permit is issued, 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.
123. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
124. 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.

125. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
126. 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. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
127. 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 following minimum water flows, with 20 PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.
128. 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.
129. 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.
130. Prior to approval of the first final map, a comprehensive on-site water system master plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
131. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
132. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
133. 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.
134. 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.
135. Submit three 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.
136. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

**General Public Works and Engineering Conditions**

137. 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.
138. The applicant agrees to adhere to the terms of the of the ordinance (Ordinance No. 96-02) adopted by the City Council to address impact fees to be paid for development of property within the Rancho Arroyo Drainage District, to offset costs associated with drainage improvements.
139. 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.
140. A subdivision map (Final or Parcel) 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.
141. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
142. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.
143. 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.
144. All existing and proposed utilities (Electric, phone/data, and cable) 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.
145. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
146. 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 of Winters City Engineer and Fire Department
147. 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.
148. 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.
149. 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.
150. 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**

151. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
152. 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 Public Works Department.
153. A five (5) 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.
154. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that set of improvement plans and final map.

### **Reimbursements for Applicant Install Improvements**

155. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

### **Landscaping and Lighting**

156. 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.
157. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
158. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
159. 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.
160. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.
161. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
162. 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.
163. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
164. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.

165. 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.
166. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
167. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
168. 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 Applicants 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.

callahan conditions.031505 final.doc



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: August 20, 2012  
THROUGH: John W. Donlevy, Jr., City Manager   
FROM: Shelly A. Gunby, Director of Financial Management  
SUBJECT: 2013 Water and Sewer Rate Increase

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**RECOMMENDATION:**

Staff recommends the City Council

1. Review proposed Water and Sewer Rates
2. Provide Direction to Staff regarding Proposition 218 Notices

**BACKGROUND:**

On May 21, 2013 staff submitted the results of the latest water and sewer rate analysis to the City Council and received authorization to proceed with the Proposition 218 noticing requirements to all property owners. Notices were mailed May 31, 2013 and the Public Hearing scheduled for July 16, 2013, the first City Council meeting after the end of the 45 day noticing period. On July 16, 2013, staff was instructed to provide alternative water and sewer rate amounts.

**WATER RATES**

Attached is the result of the requested alternatives. The rates were arrived at by determining the cost of running the Water and Sewer systems, and assigning rates based on those costs. The rates are as follows:

Original proposed 3 Tier Rates

Under this rate proposal, Single family residential rates would increase by \$.0012 per hundred cubic feet (hcf) of water used up to 10 hcf, 35% of customers would only be billed with this increase.

Rates would increase by \$.00564 per hcf for water used from 11-27 hcf, and this represents 45%

of customers and rates would increase by \$1.462 per hcf for those using more than 27 hcf, representing 20% of the customers of the water system. All non single family residential customers would be billed at \$1.47 per hcf.

For example, a customer using 100 units (hcf) of water would see a bill for water usage similar to the following:

10 units @1.102 =	11.02
17 units @ 1.654 =	28.12
73 units @2.552 =	186.30
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>245.47 an increase of \$116.44 or 91%.</b>

For example, a customer using 18 units (hcf) of water would see a bill for water usage similar to the following:

10 units @1.102 =	11.02
8units @ 1.654 =	13.24
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>44.29 an increase of \$4.64 or 12%</b>

#### Uniform rates

All Single family residential customers would pay \$1.47 per hcf. An increase of \$.38 per hcf.

For example, a customer using 100 units (hcf) of water would see a bill for water usage similar to the following:

100 units @ 1.47 =	147.00
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>167.03 an increase of \$38.00 or 30%</b>

For example, a customer using 18 units (hcf) of water would see a bill for water usage similar to the following:

18 units @1.47 =	26.46
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>46.49 an increase of \$6.84 or 25%</b>

#### 2 Tier Option 1

Single family residential units would pay \$1.20 per hcf, an increase of \$.11 per hcf for usage up to 18 hcf, 61% of customers would only be billed at this rate.

Customers using more than 18 hcf would be charged \$2.269 per hcf for usage above 18 hcf, or an

increase of \$1.179 per hcf, representing 39% of customers.

For example, a customer using 100 units (hcf) of water would see a bill for water usage similar to the following:

18 units @1.200=	21.60
82 units @ 2.269 =	186.06
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>227.69 an increase of \$98.66 or 77%</b>

For example, a customer using 18 units (hcf) of water would see a bill for water usage similar to the following:

18 units @1.20 =	21.60
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>41.63 an increase of \$1.98 or 5%</b>

### 2 Tier Option 2

Single family residential units would pay \$1.35 per hcf, an increase of \$.26 per hcf for usage up to 18 hcf.

Customers using more than 18 hcf would pay \$1.912 per hcf for usage above 18 hcf, an increase of \$.822 per hcf.

For example, a customer using 100 units (hcf) of water would see a bill for water usage similar to the following:

18units @1.35 =	24.30
82 units @ 1.912=	156.79
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>201.12 an increase of \$72.09 or 56%</b>

For example, a customer using 18 units (hcf) of water would see a bill for water usage similar to the following:

18 units @1.35 =	24.30
Base Rate	<u>20.03</u>
<b>Total Water</b>	<b>44.33 an increase of \$4.68 or 12%</b>

Any option other than the originally noticed 3 tier rate will require additional Proposition 218 noticing and public hearings before the rates can be adopted.

Tables are attached for comparison purposes.

## **SEWER RATES**

The proposed Sewer Rates include a flat rate for the current year, and beginning July 2014, using Winter average based rates. Each individual customer would have a rate specific to their account, based on the average water usage during the 3 lowest water usage months. The intent of this formula is to bill based on what is actually treated by the WWTF, and to not bill for water used for lawn and garden watering, as those uses do not impact the WWTF.

The flat fee for 2013-2014 is proposed to be \$59.98 or an increase of \$5.77 for single family residential units.

The winter based fee has two options. Both options are presented so that a household utilizing 9.2 hcf of water per month (the average winter water usage) would pay the flat rate amount, and lower uses would see a savings, and higher uses would see higher charges. All charges are based on a flat rate and a unit rate. There is no tier of rates, all single family residential customers would pay the same rate.

### Option 1

This is comprised of a lower fixed rate, and a higher per unit rate. The proposed fixed rate is \$29.99 and the per unit rate is \$3.25 for Single family residential units.

### Option 2

This is comprised of a higher fixed rate, and a lower per unit rate than Option 1. The proposed fixed rate is \$45.00 and the per unit rate is \$1.62 for Single family residential units.

Tables are attached for comparison purposes.

### **FISCAL IMPACT:**

None

## Water Rate Alternatives:

### ALTERNATIVE #1 FOR A 2-TIERED RESIDENTIAL TIERED RATES FOR 2013/14:

Water Customer Class	Single-Family Tiers	Upper Tier Breakpoint <sup>1</sup>	Water Consumption by Tier <sup>2</sup>	Adjusted Water Consumption <sup>3</sup>	Proposed Commodity Rates (\$/ccf)	Tier Revenue Generated	% of Total Rate Revenue by Tier
Single Family Residential	Tier 1	18.0 hcf/mo.	276,652	271,119	<b>\$1.200</b>	\$325,343	56%
	Tier 2	-	120,362	113,985	<b>\$2.269</b>	\$258,590	44%
<b>Total</b>	--	--	<b>397,014</b>	<b>385,104</b>	--	<b>\$583,933</b>	<b>100%</b>

1. Tier breakpoint between Tier 1 and Tier 2 is the average annual consumption for Single-Family Residential customers.

2. Reflects Single Family Residential water consumption for November 2011 through October 2012.

3. Assumes overall residential water conservation of 3% Based on Proposed 3-Tier Rates.

### ALTERNATIVE #2 FOR A 2-TIERED RESIDENTIAL TIERED RATES FOR 2013/14:

Water Customer Class	Single-Family Tiers	Upper Tier Breakpoint <sup>1</sup>	Water Consumption by Tier <sup>2</sup>	Adjusted Water Consumption <sup>3</sup>	Proposed Commodity Rates (\$/ccf)	Tier Revenue Generated	% of Total Rate Revenue by Tier
Single Family Residential	Tier 1	18.0 hcf/mo.	276,652	271,119	<b>\$1.350</b>	\$366,011	63%
	Tier 2	-	120,362	113,985	<b>\$1.912</b>	\$217,922	37%
<b>Total</b>	--	--	<b>397,014</b>	<b>385,104</b>	--	<b>\$583,933</b>	<b>100%</b>

1. Tier breakpoint between Tier 1 and Tier 2 is the average annual consumption for Single-Family Residential customers.

2. Reflects Single Family Residential water consumption for November 2011 through October 2012.

3. Assumes overall residential water conservation of 2% consisting of 0% in Tier 1 and 5.3% in Tier 2.

<b>Comparison of Volumetric Rate Alternatives</b>			
<b>Alternative</b>	<b>Tier 1</b>	<b>Tier 2</b>	<b>Tier 3</b>
<b>Proposed 3-Tier Rates</b>			
Rates	\$1.102	\$1.654	\$2.552
% of SFR Vol. Revenue	35%	41%	24%
% of SFR Accounts	35%	45%	20%
<b>Uniform Rates</b>			
Rates	\$1.471	--	--
% of SFR Vol. Revenue	100%	--	--
% of SFR Accounts	100%	--	--
<b>2-Tier Rates Alt. #1</b>			
Rates	\$1.200	\$2.269	--
% of SFR Vol. Revenue	56%	44%	--
% of SFR Accounts	61%	39%	--
<b>2-Tier Rates Alt. #2</b>			
Rates	\$1.350	\$1.912	--
% of SFR Vol. Revenue	63%	37%	--
% of SFR Accounts	61%	39%	--

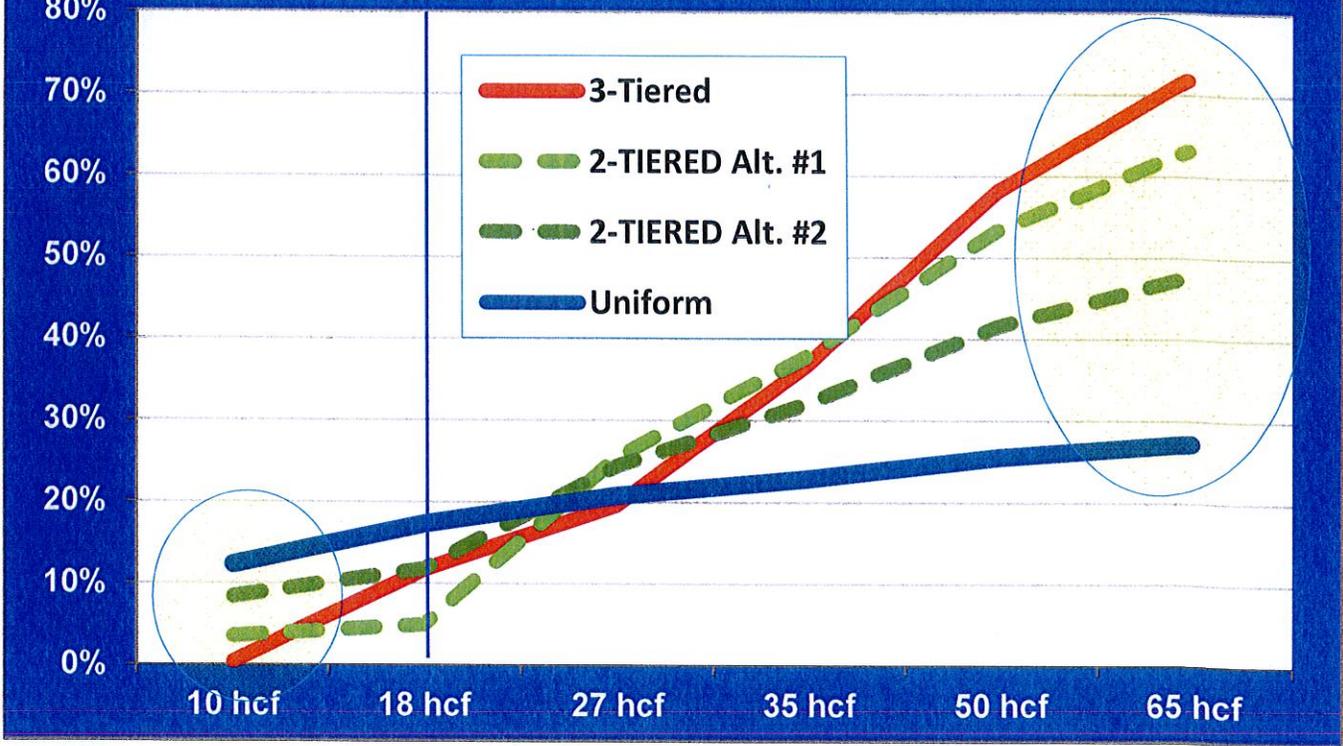
**Comparison of \$ Increases in Mo. Water Bills (by Alt. and Usage Level)**

<b>Water Use</b>	<b>Current SFR Bills</b>	<b>Proposed 3-Tiered</b>	<b>Uniform Vol. Rate</b>	<b>2-TIERED Alt. #1</b>	<b>2-TIERED Alt. #2</b>
<i>(hcf/mo.)</i>	<i>(\$/mo.)</i>	<i>(\$/mo.)</i>	<i>(\$/mo.)</i>	<i>(\$/mo.)</i>	<i>(\$/mo.)</i>
10 hcf	\$30.93	\$0.12	\$3.81	\$1.10	\$2.60
18 hcf	\$39.65	\$4.63	\$6.85	\$1.98	\$4.68
27 hcf	\$49.46	\$9.70	\$10.28	\$12.59	\$12.08
35 hcf	\$58.18	\$21.40	\$13.33	\$22.02	\$18.65
50 hcf	\$74.53	\$43.33	\$19.04	\$39.70	\$30.98
65 hcf	\$90.88	\$65.27	\$24.75	\$57.38	\$43.31

**Comparison of % Increases in Mo. Water Bills (by Alt. and Usage Level)**

	<b>Current SFR Bills</b>	<b>Proposed 3-Tiered</b>	<b>Uniform Vol. Rate</b>	<b>2-TIERED Alt. #1</b>	<b>2-TIERED Alt. #2</b>
<i>(hcf/mo.)</i>	<i>(\$/mo.)</i>				
10 hcf	\$30.93	0.4%	12.3%	3.6%	8.4%
18 hcf	\$39.65	11.7%	17.3%	5.0%	11.8%
27 hcf	\$49.46	19.6%	20.8%	25.4%	24.4%
35 hcf	\$58.18	36.8%	22.9%	37.8%	32.1%
50 hcf	\$74.53	58.1%	25.5%	53.3%	41.6%
65 hcf	\$90.88	71.8%	27.2%	63.1%	47.7%

Monthly Water Bills by Rate Alternative & Consumption Level



## Sewer Rate Alternatives:

Flat Rates & Monthly-Average Water Use Based Sewer Rate Schedule	Current Rates	Proposed Rates		
		FY 2013/14	FY 2014/15	FY 2015/16
<i>Projected Annual Increase in Revenue Reqts.</i>		0.00%	0.00%	0.00%
<b>Residential - Flat Rates</b>		<b>Flat Rates (No Volumetric Charges)</b>		
Single-Family Residential	\$54.21	\$59.98	\$59.98	\$59.98
Multi-Family Residential, per unit	\$30.93	\$43.45	\$43.45	\$43.45
<b>1. Residential Winter-Avg. Based Rates</b>		<b>Fixed Mo. Charges (Plus Volumetric Charges)</b>		
Single-Family Residential	N.A.	\$29.99	\$29.99	\$29.99
Multi-Family Residential, per unit	N.A.	\$21.73	\$21.73	\$21.73
<b>Variable Charges, \$/hcf</b>				
Single-Family Residential	N.A.	\$3.25	\$3.25	\$3.25
Multi-Family Residential, per unit	N.A.	\$3.11	\$3.11	\$3.11
<b>2. Residential Winter-Avg. Based Rates</b>		<b>Fixed Mo. Charges (Plus Volumetric Charges)</b>		
Single-Family Residential	N.A.	\$45.00	\$45.00	\$45.00
Multi-Family Residential, per unit	N.A.	\$32.60	\$32.60	\$32.60
<b>Variable Charges, \$/hcf</b>				
Single-Family Residential	N.A.	\$1.62	\$1.62	\$1.62
Multi-Family Residential, per unit	N.A.	\$1.55	\$1.55	\$1.55

Average Winter Water Use	Current SFR Bills	Flat Mo. Charges		1. Winter-Avg. Based		2. Winter-Avg. Based	
		New Mo. Bills	% Increase	New Mo. Bills	% Increase	New Mo. Bills	% Increase
(hcf/mo.)	(\$/mo.)	(\$/mo.)		(\$/mo.)		(\$/mo.)	
2 hcf	\$54.21	\$59.98	10.7%	\$36.49	-32.7%	\$48.25	-11.0%
6 hcf	\$54.21	\$59.98	10.7%	\$49.48	-8.7%	\$54.74	1.0%
9.2 hcf	\$54.21	\$59.98	10.7%	\$59.98	10.6%	\$59.98	10.6%
14 hcf	\$54.21	\$59.98	10.7%	\$75.47	39.2%	\$67.72	24.9%
18 hcf	\$54.21	\$59.98	10.7%	\$88.46	63.2%	\$74.21	36.9%
22 hcf	\$54.21	\$59.98	10.7%	\$101.45	87.1%	\$80.70	48.9%

Note: Average Winter water use is approximately 9.2 hcf/mo. including conservation reductions.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** August 20, 2013  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Sergio Gutierrez, Chief of Police *SG*  
**SUBJECT:** Yolo County Animal Services Contract

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**RECOMMENDATION:**

Authorize the Mayor to sign the attached two-year Animal Control Services Agreement for FY 2013/2014 and FY 2014/2015 between the County of Yolo and the City of Winters.

**BACKGROUND:**

The City of Winters and the County of Yolo has had a contract for Animal Control Services for several years. The County of Yolo through the Sheriff-Coroner's Department is contractually responsible for providing all cities, unincorporated areas and the University of California, Davis campus with animal control ordinance enforcement, dog licensing, shelter operation and spay/neuter education services. The County Administrative Office takes the lead in reaching concurrence with the County's partners on the calculation of each entity's portioned cost of the program's budget.

The Sheriff's Department has submitted a two-year Animal Control Services Agreement for Fiscal Years 2013/2014 and 2014/2015. Animal Control Services will continue to be limited to 8:00 a.m. to 5:00 p.m., six days a week; Monday through Saturday. During these hours, Animal Control Services will include those services mandated by law as well as response to stray dogs and vicious animals..

However, Citizens requesting Animal Control to address stray cats, where there are no Health and Safety conditions existing mandating a response (e.g. the animal is sick or injured, or conditions indicate the incident is a rabies incident), will be informed that they must transport the stray cat to Animal Control or animal shelter during business hours. Animal Control officers will only respond after-hours for those incidents mandated by law. The City will now be responsible for responding to and handling all barking dog complaints.

These are the same level of services that were presented to the City approved by the Mayor and City Council in April 2013 for FY 2012/2013.

The agreement is necessary as the City does not currently have other means to provide the response and services that Yolo County Animal Control provides the City.

If Council approves the animal control services outlined above consistent with the annual contract cost of \$39,812, this will result in a quarterly payments of \$ 9,953.00

Approval of the agreement ensures that the outlined services will continue from Animal Control for the next two fiscal years [FY 2013/2014 and 2014/2015].

The two-year Agreement confirms that it may be terminated for any reason by either party at any time during the term of this Agreement, provided that sixty (60) days written notice is given.

Staff recommends that Council approve the Animal Control Services agreement.

**FISCAL IMPACT:**

The cost for contract services for FY 2013/2014 and 2014/2015 is estimated at \$39,812 per fiscal year. The estimated cost includes the basic rate for six days a week coverage (Monday through Saturday) between 8:00 a.m. to 5:00 p.m. Staff was budgeted \$55,000.00 this fiscal year for Animal Services Contract. The remaining \$15,188 is a contingency balance for Extraordinary Incidents at the rate of \$59.00 per hour.

**ATTACHMENTS:**

The attached contract is a renewal of services for two fiscal years FY 2013/2014 and FY 2014/2015.

**YOLO COUNTY AGREEMENT NO. \_\_\_\_\_**

**AGREEMENT BETWEEN COUNTY OF YOLO  
AND THE CITY OF WINTERS FOR  
ANIMAL CONTROL SERVICES**

This Agreement ("Agreement") is made and entered into this 1st day of July, 2013, by and between the County of Yolo, a political subdivision of the State of California ("County") and the City of Winters, a municipality under the laws of the State of California ("City").

**RECITALS**

**WHEREAS**, the City has a need for animal control services within its corporate limits; and

**WHEREAS**, the County has been competently providing these animal control services to the City for several years; and

**WHEREAS**, the City has expressed its desire to have the County continue to provide animal control services within the City's corporate limits subject to the terms of this Agreement; and

**WHEREAS**, the County is willing to continue to provide animal control services within the corporate limits of the City subject to the terms of this Agreement;

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

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

- A. Subject to the terms of this Agreement, the County shall provide animal control services, through the Animal Control Division of its Sheriff's Department within the corporate limits of City.

Services provided shall include:

1. The pickup of stray animals not in the presence of their owners that may be injured or sick and the provision of veterinary care per Penal Code 597f.
2. The provision of rabies control, including the quarantine of biting animals and the pickup of high-risk rabies animals for testing and licensing per Health and Safety Code 120210-121690).
3. Direct assistance to the Yolo County Coroner, Fire Departments, or other law enforcement agencies.
4. Response to vicious animals.

5. Response to free roaming or contained stray dogs.

Services provided shall not include:

1. Limited response to Animal Complaint Reports: barking dogs, trespassing animals, crowing fowl or other nuisance complaints. This will be limited to receiving and forwarding complaints.
2. Response to animals classified as wildlife unless bat, skunk, or a rabies control issue.

Services shall be limited to 8:00 a.m. to 5:00 p.m., six days a week; Monday through Saturday. Services will be provided outside these hours only when authorized in advance by a representative of the City, except for when required by Health and Safety Code sections 121595 and 121600 or Penal Code section 597f.

B. County agrees to maintain its kennels and animal shelter in a in a sanitary condition at all times in accordance with the laws of the State of California.

C. County shall provide all facilities, equipment, personnel, labor, supervision, supplies, and materials necessary to provide the animal control services required by this Agreement; however, in all instances wherein special supplies, stationary, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its own cost and expense.

## II. COMPENSATION TO BE PAID BY THE CITY

A. City agrees to compensate the County annually, on a quarterly basis, the following amount. Quarterly payment is due and payable by check, within the first thirty (30) days of the quarter to prevent contract termination.

<u>Contract Year</u>	<u>Annual Compensation</u>	<u>Quarterly Payment</u>
07/01/2013-06/30/2014	\$ 39,812	\$ 9,953.00
07/01/2014-06/30/2015	\$ 39,812	\$ 9,953.00

B. Hourly Rates – The County reserves the right to bill the City in addition to the annual agreed compensation an additional hourly fee for an extraordinary incident. Extraordinary Incident is defined as one incident that requires more than ten (10) county staff hours. For services provided by the County for an Extraordinary Incident 2012-13 reimbursement rate shall be \$59.00 per hour. These charges shall be billed quarterly.

C. Full Time Positions and Vehicle – The City agrees to fund three (3) full time positions, to include one (1) Animal Services Technician and two (2) Animal Care Attendants. The cost of these positions will be pro-rated based on prior year usage and is included in the annual compensation amount as described in Paragraph A. In addition, the annual compensation amount will include the cost of one (1) new vehicle, the cost of which will be pro-rated based on prior year usage.

D. Savings – Any unspent portion of annual payment resulting from unanticipated animal services savings will be placed in a special “Animal Services Trust” for future shelter projects, animal services equipment and/or replacements items. Savings will be identified within the “Animal Services Budget Forecast” due to City from County.

E. In further consideration of the rendition of the foregoing services by County, City agrees that County shall be entitled to any and all license and other fees provided for in the Yolo County Code and/or the Municipal Animal Ordinance and collected pursuant hereto.

F. County shall retain all impounding fees and revenue derived from the adoption and redemption of animals at the County shelter as additional compensation for care and feeding of these animals.

### **III. METHOD OF PAYMENT OF COMPENSATION**

The City agrees to compensate the County on a quarterly basis, in the amounts described in Paragraph II above. Payment shall be made by the City within the first thirty (30) days of the beginning of each quarter.

### **IV. REPORTS**

The County shall provide the City with monthly and year-end statistical reports regarding field hours, calls, citations, adoptions, redemptions, licenses, and such additional information, as the County deems appropriate. In addition, the after-hours callout dispatch records will be attached with the monthly statistics for review. No charge will be made for these materials.

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

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall remain the property of the County.

### **VI. RECORDS RETENTION**

The County agrees to keep such books and records concerning the services it provides pursuant to this Agreement in such form and manner as the County Auditor may specify. These books and records shall be open for examination by City officials at all reasonable times.

**VII. TERM AND TERMINATION**

- A. The term of this Agreement shall be from July 1, 2013 until June 30, 2015, unless sooner terminated as hereinafter provided.
- B. Agreement may be extended for a period of one (1) year based on mutual agreement of the County and City staff.
- C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than fifteen (15) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said fifteen day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.
- D. This Agreement may be terminated for any reason by either party at any time during the term of this Agreement, provided that thirty (30) days written notice is given.

**VIII. APPLICABLE LAWS**

In the performance of the services required by this Agreement, both parties shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

**IX. NOTICE**

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

City of Winters:                      City of Winters Police Department  
702 Main Street  
Winters, CA 95694  
Attn: Chief Sergio Gutierrez  
(530) 795-2261

County:                                      Yolo County Sheriff's Office  
140 Tony Diaz Drive  
Woodland, CA 95776-9327

Attn: Rosario Ruiz-Dark, Finance  
(530) 668-5264

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

City: (530) 795-4935

County: (530) 668-5283

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

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

#### **X. AMENDMENT**

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

#### **XI. WAIVER**

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

#### **XII. ENTIRE AGREEMENT**

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

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

**County of Yolo**

**City of Winters**

By \_\_\_\_\_  
Supervisor Duane Chamberlain, Chair  
Yolo County Board of Supervisors

By \_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor  
City of Winters

Attest:  
Julie Dachtler, Deputy Clerk  
Board of Supervisors

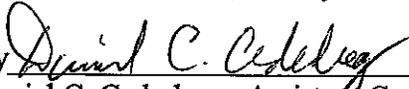
Attest:  
Nanci G. Mills, City Clerk  
City of Winters

By \_\_\_\_\_  
Deputy (Seal)

By \_\_\_\_\_  
Deputy (Seal)

Approved as to Form:  
Robyn Truitt Drivon, County Counsel

Approved as to Form:

By  \_\_\_\_\_  
Daniel C. Cederborg, Assistant Co. Counsel

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



## CITY COUNCIL

**TO:** Yolo County Natural Heritage Program Joint Powers Agency  
**DATE:** August 8, 2013  
**FROM:** City Council, City of Winters and Woody Fridae, JPA Representative  
**SUBJECT:** Yolo Natural Heritage Program and the Habitat Conservation Plan

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### **RECOMMENDATION:**

That the Winters City Council is providing the following input to the JPA on its positions relative to the Habitat Conservation Plan and the disposition of the JPA.

### **BACKGROUND:**

The Yolo County Natural Heritage Program Joint Powers Agency has made monumental strides in rectifying problems of past management and has done a superb job of preparing a 50 year plan for the future. It is now at an important junction in its 15 year history. The first draft of the Habitat Conservation Plan has been developed and the overall structure and planning for the program will be developed over the next year of the process.

The HCP provides a very complex and comprehensive program which provides for the conservation of almost 171,000 acres of land and a mitigation/monitoring program which will cost in excess of \$500 million over a 50 year period, not counting for inflation. There are still many unknowns.

Some questions discussed at our last council meeting were:

- What is the flexibility for the member agencies and the JPA in implementation with the State and Federal wildlife agencies?
- What is the flexibility with regards to completion of the plan regardless of development?
- What are the ramifications for not attaining the goals and objectives outlined in the plan? On average, the plan will require over \$10 million per year to implement the plan

and the revenue is programmed to come from a variety of sources including State and Federal Grants, private funding and mitigation fees from a projected sharp increase in development within Yolo County.

- What if the funding sources outlined in the plan are not realized and where will the funds come from?

### **RECOMMENDATIONS:**

The City Council of the City of Winters recommends working through the second draft the HCP. Our council issues the following recommendations to be taken into the written comment period and urges that these issues be considered while writing the second draft.

1. The HCP must be flexible in the implementation and the overall obligations as it relates to the pace of the programs. Funding availability, environmental needs, species and the effects of climate change should determine the priorities of the plan.
2. Need should drive the plan; the plan should not drive the need!
3. The HCP should be a dynamic document. The ability to be modified and adjusted to reflect changing opportunity, need, climate, recovery or risk of species and should be key aspects of the document.
4. During the review of the plan, the administration and the Board must also include dissolution of the JPA as an option and develop/fund plan alternatives for the wind down of the Agency, if necessary. If the HCP is not feasible, the ability to dissolve should always be an option.
5. The fiscal projections should be vetted completely (economic modeling) and analyzed to ensure that the sustainability of the plan is achievable. A fiscal forecasting model which includes economic modeling and financial forecasts should play an important priority for the Board.

The funding of an over \$500 million program should not be taken lightly. Even the slightest miscalculation can cost member agencies significantly.



**CITY COUNCIL OF THE CITY OF WINTERS  
AND  
SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
Honorable Chair and Successor Agency Board Members

**DATE:** August 20, 2013

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

**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
Mary Jo Rodolfa, Management Analyst

**SUBJECT:** Cross Development Purchase and Sale Agreement

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**RECOMMENDATIONS:**

Staff recommends that the City Council and Successor Agency each 1) Rescind prior approval of the transfer of Real Property commonly referred to as the Grant Avenue Commercial Property (APN #'s 003-370-028, 003-370-029, and 003-370-030) from the Successor Agency to the City of Winters, 2) Adopt Resolutions approving the Assignment and Second Amendment to the Purchase and Sale Agreement with Cross Development, LLC.

**BACKGROUND:**

In May 2009, the Winters CDA ("Redevelopment Agency") purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial. The CDA subsequently authorized the issuance of an RFP for potential developers to offer proposals for development of the site. Although the CDA did enter into an Exclusive Negotiation Agreement ("ENA") with the Yackzan Group, that ENA did not result in any development on the property.

In March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA. On May 13, 2013, the California State Controller issued a

determination that the property transfer was an unallowable transfer based on Health & Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that and certain other real property assets.

Prior to that ruling, at the October 2, 2013 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement (“Agreement”) with Cross Development for commercial development on the property, consistent with the original intent of the acquisition. The Agreement allowed for up to 180 days for Cross to complete its due diligence review, with the close of escrow to be completed by May 24, 2013. City Council subsequently approved the First Amendment to the Purchase and Sale Agreement, extending the agreement by an additional 90 days.

The Successor Agency, upon receiving a Finding of Completion from the Department of Finance, approved the Property Management Plan (“PMP”) and the Purchase and Sale Agreement (“P&S”) with Cross Development at the July 2, 2103 Council meeting. The PMP and Cross P&S agreement then went to the Oversight Board for approval on July 8, 2103. The PMP and Cross P&S agreement was submitted to the Department of Finance on July 8, 2013.

In order to complete the Purchase and Sale Agreement with Cross Development, 1) the Successor Agency, Oversight Board, and the Department of Finance must approve the Successor Agency’s Property Management Plan, and 2) the Successor Agency, Oversight Board, and the Department of Finance must approve the individual Purchase and Sale Agreement.

On July 18, 2013, the City received a call from DOF indicating that if the P&S agreements were executed by the Successor Agency, the sales proceeds would go directly to the Redevelopment Property Tax Trust Fund (“RPTTF”). Staff recommends following DOF’s direction in order to bring the P&S agreements to completion. The particulars of the Successor Agency P&S agreement include extending the deadlines for Inspection to 11/1/2013, with Close of Escrow extended to 12/1/2013 to accommodate the anticipated approval timelines.

**FISCAL IMPACTS:**

The City’s and Successor Agency’s costs associated with selling the properties are to-be-determined; however, at the proposed sales price, approximately \$266,587.20 in sales proceeds would be considered RPTTF and used to pay the Successor Agency’s enforceable obligations.

**ATTACHMENTS:**

- Purchase and Sale Agreement with Cross Development (*Please see 7/2/2013 City Council Agenda Packet*)
- Assignment and Second Amendment to the Real Estate Purchase Contract
- Resolution 2013-27
- Resolution SA 2013-05

**RESOLUTION No. 2013-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING AN ASSIGNMENT AND SECOND AMENDMENT TO REAL  
PROPERTY PURCHASE AND SALE AGREEMENT AND  
JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE  
CITY OF WINTERS, SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY AND CROSS DEVELOPMENT,  
LLC**

**WHEREAS**, in May 2009, the Winters CDA (“Redevelopment Agency”) purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial (APNs: 003-370-028, 029 and 030); and

**WHEREAS**, in March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA; and

**WHEREAS**, at the October 2, 2013 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement with Cross Development for commercial development on a portion of the property (the “Site”), consistent with the original intent of the acquisition. The Agreement allowed for up to 180 days for Cross to complete their due diligence review, with the close of escrow to be completed by May 24, 2013. City Council subsequently approved the First Amendment to the Purchase and Sale Agreement, extending the agreement by an additional 90 days; and

**WHEREAS**, on May 13, 2013, the California State Controller issued a determination that the property transfer of March 2011 was an unallowable transfer based on Health and Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that property and certain other real property assets; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to submit a Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, the Successor Agency, upon receiving a Finding of Completion from the Department of Finance, prepared and approved a Property Management Plan (“PMP”) and the Purchase and Sale Agreement (“P&S”) with Cross Development at the July 2, 2103 Council meeting. The PMP and Cross P&S agreement then went to the Oversight Board for approval on July 8, 2103. The PMP and Cross P&S agreement was submitted to the Department of Finance on July 8, 2013; and

**WHEREAS**, on July 18, 2013, the City received a call from the Department of Finance indicating that if the P&S agreements were executed by the Successor Agency, the sales proceeds would go directly to the Redevelopment Property Tax Trust Fund (“RPTTF”); and

**WHEREAS**, the City, Successor Agency and Cross Development have prepared an Assignment and Second Amendment to the P&S Agreement (“Second Amendment”) to provide for the assignment of the P&S Agreement to the Successor Agency, extend certain deadlines in the P&S Agreement, and make certain other clarifying changes relating thereto; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The City Council determines that approval of the proposed Second Amendment does not qualify as a project for purposes of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Second Amendment.** The City Council hereby approves the Assignment and Second Amendment to Real Property Purchase And Sale Agreement and Joint Escrow Instructions by and between the City of Winters, Successor Agency to the Dissolved Winters Community Development Agency and Cross Development LLC, in substantially the form currently on file with the City Clerk.

**Section 4. Authorization to Take Action.** The City Council hereby authorizes and directs the City Manager to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Purchase and Sale Agreement, as amended by the Second Amendment, including without limitation any actions required of the City to effectuate sale of the Site by the Successor Agency to Cross Development pursuant to the P&S Agreement. Furthermore, the City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding including submitting the Purchase and Sale Agreement to the Successor Agency’s oversight board and the Department of Finance for approval.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Winters on the 20th day of August, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Mayor

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City Clerk

**RESOLUTION No. SA-2013-05**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED  
WINTERS COMMUNITY DEVELOPMENT AGENCY APPROVING AN  
ASSIGNMENT AND SECOND AMENDMENT TO REAL PROPERTY  
PURCHASE AND SALE AGREEMENT AND  
JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE  
CITY OF WINTERS, SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY AND CROSS DEVELOPMENT,  
LLC**

**WHEREAS**, in May 2009, the Winters CDA (“Redevelopment Agency”) purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial (APNs: 003-370-028, 029 and 030); and

**WHEREAS**, in March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA; and

**WHEREAS**, at the October 2, 2013 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement with Cross Development for commercial development on a portion of the property (the “Site”), consistent with the original intent of the acquisition. The Agreement allowed for up to 180 days for Cross to complete their due diligence review, with the close of escrow to be completed by May 24, 2013. City Council subsequently approved the First Amendment to the Purchase and Sale Agreement, extending the agreement by an additional 90 days; and

**WHEREAS**, On May 13, 2013, the California State Controller issued a determination that the property transfer of March 2011 was an unallowable transfer based on Health and Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that property and certain other real property assets; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to submit a Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, the Successor Agency, upon receiving a Finding of Completion from the Department of Finance, prepared and approved a Property Management Plan (“PMP”) and the Purchase and Sale Agreement (“P&S”) with Cross Development at the July 2, 2103 Council meeting. The PMP and Cross P&S agreement then went to the Oversight Board for approval on July 8, 2103. The PMP and Cross P&S agreement was submitted to the Department of Finance on July 8, 2013; and

**WHEREAS**, on July 18, 2013, the City received a call from the Department of Finance indicating that if the P&S agreements were executed by the Successor Agency, the sales proceeds would go directly to the Redevelopment Property Tax Trust Fund (“RPTTF”); and

**WHEREAS**, the City, Successor Agency and Cross Development have prepared an Assignment and Second Amendment to the P&S Agreement (“Second Amendment”) to provide for the assignment of the P&S Agreement to the Successor Agency, extend certain deadlines in the P&S Agreement, and make certain other clarifying changes relating thereto; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The Successor Agency to the dissolved Winters Community Development Agency determines that approval of the proposed Second Amendment does not qualify as a project for purposes of the California Environmental Quality Act. The City Clerk is authorized and directed to file, on behalf of the Successor Agency, a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Second Amendment.** The Successor Agency hereby approves the Assignment and Second Amendment to Real Property Purchase And Sale Agreement and Joint Escrow Instructions by and between the City of Winters, Successor Agency to the Dissolved Winters Community Development Agency and Cross Development LLC, in substantially the form currently on file with the City Clerk.

**Section 4. Authorization to Take Action.** The Successor Agency to the dissolved Winters Community Development Agency hereby authorizes and directs the City Manager to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Purchase and Sale Agreement, as amended by the Second Amendment, including without limitation the sale of the Site to Cross Development pursuant to the Purchase and Sale Agreement, and to execute and deliver all certifications, agreements and other documents necessary or required under the Purchase and Sale Agreement, as amended by the Second Amendment to effectuate sale of the Site to Cross Development. Furthermore, the City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding including submitting the Purchase and Sale Agreement to the Successor Agency’s oversight board and Department of Finance for approval.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the dissolved Winters Community Development Agency on the 20th day of August, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Keith Fridae, Agency Chair

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Nanci G. Mills, Agency Secretary



**CITY COUNCIL OF THE CITY OF WINTERS  
AND  
SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
Honorable Chair and Successor Agency Board Members

**DATE:** August 20, 2013

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

**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
Mary Jo Rodolfa, Management Analyst

**SUBJECT:** Yolo Federal Credit Union Purchase and Sale Agreement

---

**RECOMMENDATIONS:**

Staff recommends that the City Council and Successor Agency each 1) Rescind prior approval of the transfer of Real Property commonly referred to as the Grant Avenue Commercial Property (APN #'s 003-370-028, 003-370-029 from the Successor Agency to the City of Winters, and 2) Adopt Resolutions approving the Assignment and Second Addendum to the Purchase and Sale Agreement with Yolo Federal Credit Union.

**BACKGROUND:**

In May 2009, the Winters CDA ("Redevelopment Agency") purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial. The CDA subsequently authorized the issuance of an RFP for potential developers to offer proposals for development of the site. Although the CDA did enter into an Exclusive Negotiation Agreement ("ENA") with the Yackzan Group, that ENA did not result in any development on the property.

In March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA. On May 13, 2013, the California State Controller issued a

determination that the property transfer was an unallowable transfer based on Health and Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that property and certain other real property assets.

Prior to that ruling, at the October 16, 2012 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement ("Agreement") with YFCU for commercial development on the property, consistent with the original intent of the acquisition. The Agreement allowed for up to 150 days from the opening of escrow (1/16/2013) for YFCU to complete its due diligence review, and 180 days for the close of escrow, with the purchase to be completed by July 14, 2013. Subsequently the City Council approved a request for the Agreement to be extended by an additional 90 days.

The Successor Agency, upon receiving a Finding of Completion from the Department of Finance approved the Property Management Plan ("PMP") and the Purchase and Sale Agreement ("P&S") with Yolo Federal Credit Union at the July 2, 2013 City Council meeting. The PMP and YFCU P&S agreement then went to the Oversight Board for approval on July 8, 2013. The PMP and the YFCU P&S agreement was submitted to the Department of Finance on July 8, 2013.

In order to complete the Purchase and Sale Agreement with Yolo Federal Credit Union, 1) the Successor Agency, Oversight Board, and Department of Finance must approve the Successor Agency's Property Management Plan, and 2) the Successor Agency, Oversight Board, and Department of Finance must approve the individual Purchase and Sale Agreement.

On July 18, 2013, the City received a call from DOF indicating that if the P&S agreements were executed by the Successor Agency, the sale proceeds would go directly to the Redevelopment Property Tax Trust Fund ("RPTTF"). Staff recommends following DOF's direction in order to bring the P&S agreements to completion. The particulars of the Successor Agency P&S agreement include extending the deadlines for Inspection to 11/1/2013, with Close of Escrow extended to 12/1/2013 to accommodate the anticipated approval timelines.

**FISCAL IMPACTS:**

The City's and Successor Agency's costs associated with selling the properties are to-be-determined; however, at the proposed sales price, approximately \$264,000.00 in sales proceeds would be considered RPTTF and used to pay the Successor Agency's enforceable obligations.

**ATTACHMENTS:**

Purchase and Sale Agreement with Yolo Federal Credit Union (*Please see 7/2/2013 City Council Agenda Packet*)

Assignment and Second Addendum to Real Property & Sale Agreement

Resolution 2013-28

Resolution SA 2013-06

**RESOLUTION No. 2013-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
APPROVING AN ASSIGNMENT AND SECOND ADDENDUM TO REAL  
PROPERTY PURCHASE AND SALE AGREEMENT AND  
JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE  
CITY OF WINTERS, SUCCESSOR AGENCY TO THE DISSOLVED  
WINTERS COMMUNITY DEVELOPMENT AGENCY AND YOLO  
FEDERAL CREDIT UNION**

**WHEREAS**, in May 2009, the Winters CDA (“Redevelopment Agency”) purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial (APNs: 003-370-028, 029 and 030); and

**WHEREAS**, in March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA; and

**WHEREAS**, at the October 16, 2012 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement (“Agreement”) with YFCU for commercial development on a portion of the property (the “Site”), consistent with the original intent of the acquisition. The Agreement allowed for up to 150 days from the opening of escrow (1/16/2013) for YFCU to complete their due diligence review, and 180 days for the close of escrow, with the purchase to be completed by July 14, 2013. Subsequently, the City Council approved a request for the Agreement to be extended by an additional 90 days; and

**WHEREAS**, on May 13, 2013, the California State Controller issued a determination that the March 2011 property transfer was an unallowable transfer based on Health and Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that property and certain other real property assets; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to submit the Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, the Successor Agency, upon receiving a Finding of Completion from the Department of Finance, prepared and approved a Property Management Plan (“PMP”) and the Purchase and Sale Agreement (“P&S”) with Yolo Federal Credit Union (“YFCU”) at the July 2, 2103 Council meeting. The PMP and YFCU P&S agreement then went to the Oversight Board for approval on July 8, 2103. The PMP and YFCU P&S agreement was submitted to the Department of Finance on July 8, 2013; and

**WHEREAS**, on July 18, 2013, the City received a call from the Department of Finance indicating that if the P&S agreements were executed by the Successor Agency, the sales proceeds would go directly to the Redevelopment Property Tax Trust Fund (“RPTTF”); and

**WHEREAS**, the City, Successor Agency and YFCU have prepared an Assignment and Second Addendum to the P&S Agreement (“Second Addendum”) to provide for the assignment of the P&S Agreement to the Successor Agency, extend certain deadlines in the P&S Agreement, and make certain other clarifying changes relating thereto; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The City Council determines that approval of the proposed Second Addendum does not qualify as a project for purposes of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Second Addendum.** The City Council hereby approves the Assignment and Second Addendum to Real Property Purchase And Sale Agreement and Joint Escrow Instructions by and between the City of Winters, Successor Agency to the Dissolved Winters Community Development Agency and Yolo Federal Credit Union, in substantially the form currently on file with the City Clerk.

**Section 4. Authorization to Take Action.** The City Council hereby authorizes and directs the City Manager to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Second Addendum on behalf of the City, including without limitation any actions required of the City to effectuate sale of the Site by the Successor Agency to Yolo Federal Credit Union pursuant to the P&S Agreement. Furthermore, the City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding including submitting the Purchase and Sale Agreement to the Successor Agency’s oversight board and the Department of Finance for approval.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the City Council of the City of Winters on the 20th day of August, 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

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Mayor

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City Clerk

**RESOLUTION No. SA-2013-06**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY APPROVING AN ASSIGNMENT AND SECOND ADDENDUM TO REAL PROPERTY PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS BY AND BETWEEN THE CITY OF WINTERS, SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY AND YOLO FEDERAL CREDIT UNION**

**WHEREAS**, in May 2009, the Winters CDA (“Redevelopment Agency”) purchased the Grant Avenue lot on the south side of Grant Avenue between East Street and Morgan Street formerly known as Granite Bay Commercial (APNs: 003-370-028, 029 and 030); and

**WHEREAS**, in March 2011, the City Council adopted Resolution 2011-15 approving a Purchase and Sale Agreement with the Winters CDA with respect to the property. The Resolution laid out the findings for the transfer of this property in consideration of the debt owed to the City by the Winters CDA; and

**WHEREAS**, at the October 16, 2012 City Council meeting, the City Council authorized the City Manager to execute a Purchase and Sale Agreement (“Agreement”) with YFCU for commercial development on a portion of the property (the “Site”), consistent with the original intent of the acquisition. The Agreement allowed for up to 150 days from the opening of escrow (1/16/2013) for YFCU to complete their due diligence review, and 180 days for the close of escrow, with the purchase to be completed by July 14, 2013. Subsequently, the City Council approved a request for the Agreement to be extended by an additional 90 days; and

**WHEREAS**, On May 13, 2013, the California State Controller issued a determination that the March 2011 property transfer was an unallowable transfer based on Health and Safety Code 34167.5, and ordered the City of Winters to reverse the transfer of that property and certain other real property assets; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to submit the Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, the Successor Agency, upon receiving a Finding of Completion from the Department of Finance, prepared and approved a Property Management Plan (“PMP”) and the Purchase and Sale Agreement (“P&S”) with Yolo Federal Credit Union (“YFCU”) at the July 2, 2103 Council meeting. The PMP and YFCU P&S agreement then went to the Oversight Board for approval on July 8, 2103. The PMP and YFCU P&S agreement was submitted to the Department of Finance on July 8, 2013; and

WHEREAS, on July 18, 2013, the City received a call from the Department of Finance indicating that if the P&S agreements were executed by the Successor Agency, the sales proceeds would go directly to the Redevelopment Property Tax Trust Fund (“RPTTF”); and

WHEREAS, the City, Successor Agency and YFCU have prepared an Assignment and Second Addendum to the P&S Agreement (“Second Addendum”) to provide for the assignment of the P&S Agreement to the Successor Agency, extend certain deadlines in the P&S Agreement, and make certain other clarifying changes relating thereto; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The Successor Agency to the dissolved Winters Community Development Agency determines that approval of the proposed Second Addendum does not qualify as a project for purposes of the California Environmental Quality Act. The City Clerk is authorized and directed to file, on behalf of the Successor Agency, a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Second Addendum.** The Successor Agency hereby approves the Assignment and Second Addendum to Real Property Purchase And Sale Agreement and Joint Escrow Instructions by and between the City of Winters, Successor Agency to the Dissolved Winters Community Development Agency and Yolo Federal Credit Union, in substantially the form currently on file with the City Clerk.

**Section 4. Authorization to Take Action.** The Successor Agency to the dissolved Winters Community Development Agency hereby authorizes and directs the City Manager to take all actions and do all things required by or necessary and proper to perform and carry out the proposed Purchase and Sale Agreement, as amended by the Second Addendum, including without limitation the sale of the Site to Yolo Federal Credit Union pursuant to the P&S Agreement, and to execute and deliver all certifications agreements and other documents necessary or required under the Purchase and Sale Agreement, as amended by the Second Addendum to effectuate sale of the Site to YFCU. Furthermore, the City Manager is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding including submitting the Purchase and Sale Agreement to the Successor Agency’s oversight board and the Department of Finance for approval.

**Section 5. Certification.** The City Clerk shall certify to the adoption of this Resolution.

**Section 6. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the dissolved Winters Community Development Agency on the 20th day of August, 2013, by the following vote:

AYES:

NOES:

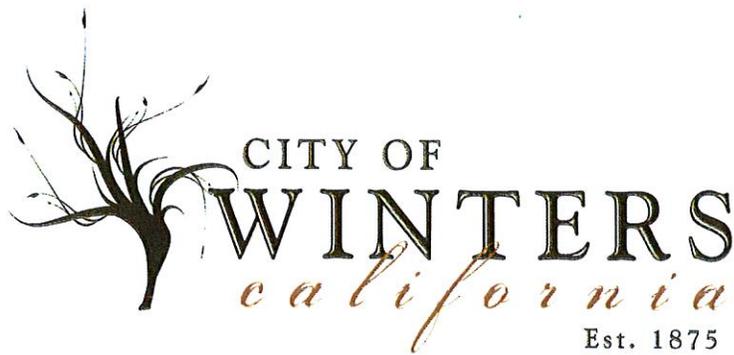
ABSTAIN:

ABSENT:

\_\_\_\_\_  
Keith Fridae, Agency Chair

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, Agency Secretary



SUCCESSOR AGENCY TO THE DISSOLVED WINTERS  
COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT

TO: Honorable Chair and Members of the Successor Agency to the Dissolved Winters  
Community Development Agency

DATE: August 20, 2013

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

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Consideration of Resolution SA-2013-04 approving and adopting a Revised Long-  
Range Property Management Plan pursuant to Health and Safety Code Section  
34191.5

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**RECOMMENDATION:**

It is recommended that the Successor Agency adopt Resolution No SA-2013-04 approving and adopting a Revised Property Management Plan and submitting the Property Management Plan to the Oversight Board for approval

**BACKGROUND:**

Following dissolution of the Winters Community Development Agency ("Agency"), the City elected to become the successor agency to the Agency by Resolution No.2012-02 dated January 17, 2012 (the "Successor Agency"). Pursuant to Health and Safety Code Section 34173(b), the Successor Agency is now a separate legal entity from the City.

Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former Agency. The Property Management Plan must be submitted to the Oversight Board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion.

Health and Safety Code Section 34191.5(a) established a Community Redevelopment Property Trust Fund (the "Trust"), administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties. Health and Safety Code Section 34191.4(a) requires that all real property and interests in real property of the former Agency (unless the property is subject to the requirements of any existing enforceable obligation) shall be transferred to the Property Trust Fund upon approval by the Department of Finance of the Property Management Plan.

## DISCUSSION/ANALYSIS

The Property Management Plan required under Health and Safety Code Section 34191.5(b) must include an inventory of all properties of the former Agency in the Trust. The inventory must include the date of the acquisition of the property and the value at the time of acquisition, and an estimate of the current value of the property; the purpose for which the property was acquired; parcel data, including address, lot size and current zoning; an estimate of the current value of the parcel, including any appraisal information, if available; an estimate of any lease, rental or any other revenues generated by the property, and a description of the contractual requirement for the disposition of those funds; the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts; a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency, and a brief history of previous development proposals and activity, including the rental or lease of property.

The Property Management Plan must also address the use or disposition of all the properties in the Trust, including retention of the property for governmental use, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The Property Management Plan must separately identify and list properties in the Trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Health and Safety Code Section 34191.5(c)(2) provides that (a) if the Property Management Plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City; and (b) if the Property Management Plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or for use for a project identified in an approved redevelopment plan, the proceeds from the sale shall be distributed as property tax to the taxing entities.

The Property Management Plan must be submitted to the Oversight Board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion, The Agency received the finding of completion on June 12, 2013. The Property Management Plan is not effective until it has been approved by the Department of Finance. Health and Safety Code Section 34191.5(2)(C) provides that property shall not be transferred to a successor agency, city, county or city and county, unless the Property Management Plan has been approved by the Oversight Board and the Department of Finance.

The Property Management Plan was approved on July 2, 2013 by the Successor Agency with Resolution SA-2013-01 and by the Oversight Board on July 8, 2013 with Resolution OB-2013-06. The Property Management Plan was submitted to the Department of Finance on July 8, 2013 immediately after the Oversight Board Meeting.

Staff has communicated with the Department of Finance, and they recommended that the Property Management Plan with respect to Properties 3-5 be revised. The revision is necessary because the

properties are currently subject to purchase and sale agreements, there is no Developer Agreement involved, and because the property is being sold at or above fair market value, there is no need to transfer the properties to the City of Winters for sale. Proceeds of the sale of the property can be used to pay enforceable obligations of the Successor Agency, and then any balance remaining would be submitted to Yolo County to be distributed to the other taxing entities if the properties were sold by the Successor Agency and not the City of Winters.

**FISCAL IMPACT:**

No City of Successor Agency funds are involved with the adoption of the Property Management Plan.

**ATTACHMENTS:**

- 1. Successor Agency Resolution SA-2013-04 approving and adopting the Property Management Plan.
- 2. Revised Property Management Plan.

**RESOLUTION NO. SA-2013-04**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY APPROVING AND ADOPTING A REVISED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5**

**WHEREAS**, pursuant to Health and Safety Code Section 34173(d), the City of Winters elected to become the successor agency to the Winters Community Development Agency (“Successor Agency”) by Resolution No. 2012-02 on January 17, 2012; and

**WHEREAS**, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan (“Property Management Plan”) that addresses the disposition and use of the real properties of the former redevelopment agency; and

**WHEREAS**, Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

**WHEREAS**, the Successor Agency has prepared a Revised Long-range Property Management Plan that contains all the information required under Health and Safety Code Section 34191.5; and

**WHEREAS**, all other legal prerequisites to the adoption of this Resolution have occurred.

**NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:**

**Section 1. Recitals.** The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

**Section 2. CEQA Compliance.** The approval of the Property Management Plan through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

**Section 3. Approval of Property Management Plan.** The Successor Agency hereby approves the Revised Property Management Plan, in substantially the form currently on file with the City Clerk.

**Section 4. Transmittal of Property Management Plan.** The Director of Financial Management is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the Revised Property Management Plan, including submitting the Revised Property Management Plan to the Successor Agency's oversight board for approval, and to the State of California Department of Finance, and posting the approved Property Management Plan on the Successor Agency's website.

**Section 5. Effectiveness.** This Resolution shall take effect immediately upon its adoption.

**PASSED, APPROVED AND ADOPTED** at a regular meeting of the Successor Agency to the dissolved Winters Community Development Agency on the 20th day of August , 2013, by the following vote:

AYES:

NOES:

ABSTAIN:

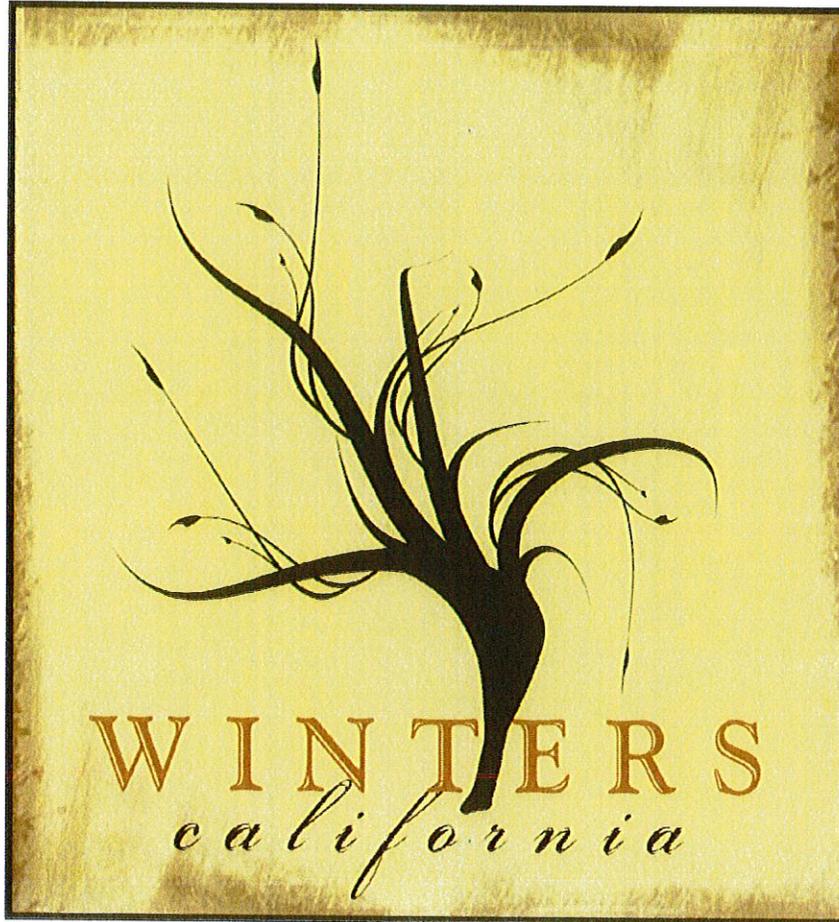
ABSENT:

\_\_\_\_\_  
W. Keith Fridae, Chair

ATTEST:

\_\_\_\_\_  
Secretary

# Long Range Property Management Plan



Successor Agency to the Winters Community  
Development Agency

## Long Range Property Management Plan

City of Winters as Successor Agency to the Dissolved Winters Community Development Agency

### Introduction

On June 1, 2012 Assembly Bill 1484 (AB1484) was signed into law that required the Successor Agency to the Dissolved Winters Community Development Agency (CDA) to prepare a Long Range Property Management Plan (PMP) that addresses the disposition and use of the dissolved Winters Community Development Agency (CDA) real property. The PMP must be submitted to the governing board of the Successor Agency (the City of Winters City Council also serves as the members of the Successor Agency ) and the Oversight Board for approval before being submitted to the Department of Finance (DOF). This document is the Long Range Property Management Plan (PMP) of the Successor Agency to the dissolved Winters Community Development Agency.

Upon approval by the Successor Agency, the Oversight Board and the DOF, properties retained for governmental use will be transferred to the City of Winters while properties retained for future disposition and implementation of a redevelopment plan will remain in the Property Trust Fund until all the approvals for such disposition and use have been obtained, at which time they will be transferred to the City for disposition or use pursuant to this PMP. The Successor Agency must receive prior approval by the Oversight Board for each property transfer or disposition. Oversight Board approval is subject to review by DOF.

The PMP addresses the disposition and use of the real properties of the dissolved CDA and must do all of the following:

Include an inventory of all properties in the Property Trust Fund and this inventory will include all of the following information:

- The date of the acquisition of the property and the value of the property at that time.
- The purpose for which the property was acquired.
- Parcel data, including address, lot size and current zoning in the former CDA redevelopment plan or specific, community or general plan.
- An estimate of the current value of the parcel including, if available, any appraisal information.
- An estimate of any lease, rental or any other revenues generated by the property, and a description of the contractual requirements for the disposition of those funds.
- The history of environmental contamination, including designation as a brownfield site, any related environmental studies and history of any remediation efforts.
- A description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency.

- A brief history of previous development proposals and activity, including the rental or lease of the property.
- Address the use or disposition of all the properties in the Property Trust Fund. Permissible uses include retention of the property for governmental uses, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The PMP shall separately identify and list all properties in the Property Trust Fund dedicated to governmental uses purposes and properties retained for purposes of fulfilling an enforceable obligation. With respect to the use or disposition of all other properties the following shall apply:
  - a. If the plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City.
  - b. If the plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or other than specified immediately above, the proceeds from the sale shall be distributed as property tax to the taxing entities.

#### Summary of Properties Owned by the Successor Agency

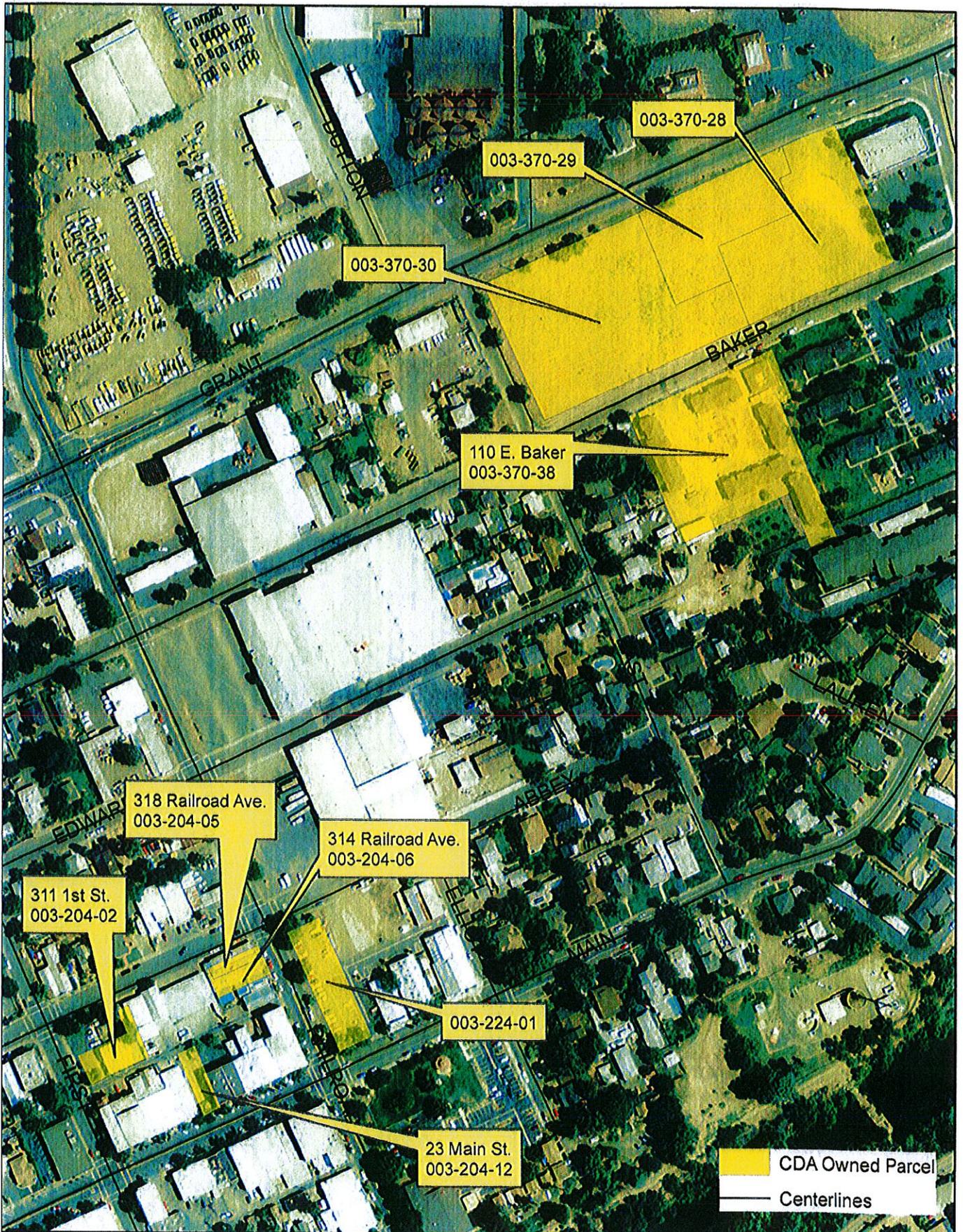
1. 110 E. Baker Street. A 76,926.96 square foot parcel of land owned by the Successor Agency that has a 34 unit affordably restricted apartment complex built on it . This Apartment Complex was built by CHOC (Community Housing Opportunity Corporation) as the developer with the City of Winters and the Winters Community Development Agency providing gap financing assistance. The land is leased to CHOC for \$1/year for 99 years under a ground lease agreement.
- 2 23 Main Street. This site is a 3,049.20 square foot parcel that was purchased by the Winters Community Development Agency as a vacant lot. The lot is located in the middle of the first block of main street and was vacant and over run by weeds when purchased. Subsequent to the purchase of the property, the City of Winters has created a Mini Park in the area with landscaping and park benches for seating.
- 3-5. The Grant Avenue Commercial Property- This site is 3 parcels along the Grant Avenue Corridor, located on Grant Avenue between East Street and Morgan. Grant Avenue is the main entrance from the East into the City of Winters. These parcels were purchased in a foreclosure sale by the Community Development Agency and are vacant at this time. These 3 parcels are anticipated to be reconfigured into 3 or more legal parcels suitable for development, as more fully discussed below.
6. 311 First Street. This is a 9,016.92 square foot parcel located on First Street adjacent the Newt's Expressway, the alley that runs directly behind the Downtown Businesses,

and directly across the street from City Hall. This is a vacant site that is used for parking by City Staff and visitors to City Hall and other surrounding uses

7. 314 Railroad Avenue. A 3,920.40 square foot parcel that includes a vacant building that formerly housed a Cafe.
8. 318 Railroad Avenue. A 2,613.6 square foot parcel that includes a vacant building that formerly housed a Bar.
9. Parking Lot located at the Corner of Abbey and Railroad. This parking lot is subject to a Reciprocal Access and Public Parking Easement Agreement. The easement provides reciprocal access and public parking between Agency owned parking and private owned parking, as well as maintenance and upkeep of the access as public parking areas.
- 10-23. Assets identified as Successor Agency assets that are not real property. All these assets are used for governmental uses and will be transferred to the City of Winters. See Appendix A for a detailed list.

These properties are described in greater detail in the Inventory section of this report. Also attached to this report is a map with the properties indicated in yellow.

# Community Development Agency Owned Parcels



# Property Inventory

## Site 1

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor Agency to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- 110 E Baker Street
- 003-370-038

### Current Use/Description

- Land owned by the dissolved CDA currently has a 34 unit affordably restricted apartment complex on it. The land is leased to the developer, Community Housing Opportunities Corporation or CHOC for 99 years.
- The site is located on E Baker Street directly adjacent to another affordably restricted apartment complex owned by the same developer.
- The land is 76,926.96 square feet or 1.766 acres

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- November 10, 2004
- \$464,994
- Implementation of Redevelopment Plan

### Parcel Size

- 76,926.96 square feet
- 1.766 acres

### Current Zoning

- R4-High Density Multifamily Residential

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$635,000
- Ground lease is for 99 years at \$1/year, for maximum revenue from the property of \$99

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- Not applicable

- Transfer to the Housing Successor Agency. This site is the location of a 34 unit affordably restricted apartment complex that the Housing function of the dissolved Community Development Agency partnered with the developer CHOC to increase the affordable housing within the redevelopment project area, this project was completed in 2007 and is an asset to the community and provides necessary affordable housing to the citizens of our community.

#### **Previous Development Proposals and Activity**

Previous proposals were only submitted by CHOC for this land, and there are no records of other development proposals or activities.

Site is subject to a 99-year lease to CHOC for affordable housing apartment complex.

## Site 2

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor Agency to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- 23 Main Street
- 003-204-006

### Current Use/Description

- Mini Park
- Site is located at the middle of the first block of Main Street, and is the location of a mini park with landscaping and benches for individuals to sit and enjoy the landscaping and the ambiance of the downtown area.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- February 1, 2007
- \$173,691
- Implementation of Redevelopment Plan

### Parcel Size

- 3,049.2 square feet
- .07 acres

### Current Zoning

- C2-Central Business District

### Estimate of Current Value/Property Revenue

- Appraised on March 15, 2011 at \$118,000
- No revenue is expected

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- Not Applicable
- Transfer to the City for continued Governmental use as a mini park within the downtown
- This site advances the planning objective of the successor agency by the continued elimination of blight within the downtown and providing park space in the city as indicated in the 2009-2013 implementation plan .

**Previous Development Proposals and Activity**

- There is no record of other development proposals or activity for this site.

## Site 3

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- No address assigned
- 003-370-028

### Current Use/Description

- Vacant Land
- The Site is currently vacant located on Grant Avenue, between East Street and Morgan. Grant Avenue is the main entrance to the City of Winters from the East.
- The Grant Avenue Corridor is currently the only viable area for new commercial development.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/30/09
- \$192,093
- Implementation of Redevelopment Plan

### Parcel Size

- 55,495.44 square fee
- 1.274 acres

### Current Zoning

- C2-Central Business District

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$275,611
- N/A

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- This property is directly adjacent to public transit stop,
- The Successor Agency intends to dispose of the Property pursuant to a purchase and sale agreement, as more fully described below.
- Advance the Economic Development objective of the Successor Agency

- This site is a portion of a larger area consisting of three parcels along Grant Avenue acquired by the Community Development Agency. The successor agency anticipates that the three parcels constituting the overall property will be reconfigured via one or more lot line adjustments to create three or more legal parcels suitable for development. The City has entered into negotiations and has a purchase and sale agreement with a developer to develop a retail establishment on approximately 44,431 square feet of land area along the eastern-most boundary of the overall property, which will ultimately be a reconfiguration of the parcel referred to in this Plan as Site 3, which purchase and sale agreement will be assigned to the Successor Agency for purposes of sale of the site to the developer. The development of this site for a retail use will fulfill the program activities included in Table II-4 of the 2009-2013 Implementation Plan. This project would increase the assessed value of property within the City and provide additional tax revenue to all affected taxing entities.

#### **Previous Development Proposals and Activity**

- Granite Bay Holdings proposed a commercial development on this parcel along with two others in 2007-2008. The company subsequently went through bankruptcy proceedings and the parcel was foreclosed on and sold.
- Winters Community Development Agency purchased the site, along with two others in a foreclosure sale on April 30, 2009 in order to be able to work with developers to create a retail center on the Grant Avenue Corridor, a main artery through the City.
- An RFP was issued in 2009 for a proposal to develop the Site. An Exclusive Negotiating Rights Agreement was entered into with Yackzan Group, Inc. The agreement expired without any action by developer Yackzan Group, Inc.

## Site 4

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency  
Successor Agency to the dissolved Winters Community Development Agency.

### Address/Parcel Number

- No address assigned
- 003-370-029

### Current Use/Description

- Vacant Land
- The Site is currently vacant located on Grant Avenue, between East Street and Morgan. Grant Avenue is the main entrance to the City of Winters from the East.
- The Grant Avenue Corridor is currently the only viable area for new commercial development.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/30/09
- \$152,286

### Parcel Size

- 43,995.60 square fee
- 1.01 acres

### Current Zoning

- C2-Central Business District

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$220,230
- n/a

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- This property is directly adjacent to public transit stop

- The Successor Agency intends to dispose of the Property pursuant to a purchase and sale agreement, as more fully described below.
- Advance the Economic Development objective of the Successor Agency
- This site is a portion of a larger area consisting of three parcels along Grant Avenue acquired by the Community Development Agency. The successor agency anticipates that the three parcels constituting the overall property will be reconfigured via one or more lot line adjustments to create three or more legal parcels suitable for development. The City has entered into negotiations and has a purchase and sale agreement with a developer to develop a retail establishment on approximately 29,192 square feet of land area located on the north-western most portion of the overall property, which will ultimately be a reconfiguration of the parcel referred to in this Plan as Site 4, which purchase and sale agreement will be assigned to the Successor Agency for purposes of sale of the site to the developer. The development of this site for a retail use will fulfill the program activities included in Table II-4 of the 2009-2013 Implementation Plan. This development would increase the assessed value of property within the City and provide additional tax revenues to all the affected taxing entities.

**Previous Development Proposals and Activity**

- Granite Bay Holdings proposed a commercial development on this parcel along with two others in 2007-2008. The company subsequently went through bankruptcy proceedings and the parcel was foreclosed on and sold.
- Winters Community Development Agency purchased the site, along with two others in a foreclosure sale on April 30, 2009 in order to be able to work with developers to create a retail center on the Grant Avenue Corridor, a main artery through the City.
- An RFP was issued in 2009 for a proposal to develop the Site. An Exclusive Negotiating Rights Agreement was entered into with Yackzan Group, Inc. The agreement expired without any action by developer Yackzan Group, Inc.

## Site 5

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor Agency to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- No address assigned
- 003-370-030

### Current Use/Description

- Vacant Land
- The Site is currently vacant located on Grant Avenue, between East Street and Morgan. Grant Avenue is the main entrance to the City of Winters from the East.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/30/09
- \$337,444

### Parcel Size

- 97,487.28 square fee
- 2.238 acres

### Current Zoning

- C2-Central Business District

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$484,159
- n/a

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- This property is directly adjacent to public transit stop
- Transfer to City of Winters for implementation of Redevelopment Plan.
- Advance the Economic Development objective of the Successor Agency
- This site is a portion of a larger area consisting of three parcels along Grant Avenue acquired by the Community Development Agency. The Successor Agency anticipates that the three parcels constituting the overall property will be reconfigured via one or more lot line adjustments to create three or more legal parcels suitable for development. The site referred to in this Plan as Site 6 is intended to refer to the

remainder of the overall property following the lot line adjustments to create Sites 3 and 4, discussed previously in this Plan, and may consist of one or more legal parcels. The City has entered into discussions with a developer to develop an affordably restricted Senior Housing Project on all or a portion of the reconfigured Site 6.

**Previous Development Proposals and Activity**

- Granite Bay Holdings proposed a commercial development on this parcel along with two others in 2007-2008. The company subsequently went through bankruptcy proceedings and the parcel was foreclosed on and sold.
- Winters Community Development Agency purchased the site, along with two others in a foreclosure sale on April 30, 2009 in order to be able to work with developers to create a retail center on the Grant Avenue Corridor, a main artery through the City.
- An RFP was issued in 2009 for a proposal to develop the Site. An Exclusive Negotiating Rights Agreement was entered into with Yackzan Group, Inc. The agreement expired without any action by developer Yackzan Group, Inc.

## Site 6

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor Agency to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- 311 First Street
- 003-204-002

### Current Use/Description

- Public Parking
- The Site is located directly behind Main Street Businesses and directly across from City Hall. City Hall staff utilize the parking lot during the day as well as other visitors to City Hall and customers visiting the businesses downtown. In the evening, this lot provides parking to patrons of the restaurants and the Palms Playhouse located in the downtown core. There are only 4 other off street parking spaces available to staff and visitors to City Hall. Without the parking lot, staff and visitors to City Hall must park on the Street.
- The site formerly included a dilapidated building, that has since been removed

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 5/19/09
- \$458,141 [Implementation of Redevelopment Plan

### Parcel Size

- 9016.92 square feet
- .207 acres

### Current Zoning

- D-A Downtown-A, part of the form based code for the Downtown to establish unique use and development standards within the Downtown Master Plan area.

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$220,000
- none

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- None
- Transfer to City of Winters for continued Governmental Use

- The site provides parking for city staff on a daily basis and keeps staff and visitors from having to park on the street while doing business at City Hall.

**Previous Development Proposals and Activity**

- No record of previous development proposals or activity,

## Site 7

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency

Successor Agency to the Dissolved Winters Community Development Agency

### Address/Parcel Number

- 314 Railroad Avenue
- 003-204-006

### Current Use/Description

- This site includes a vacant building that formerly housed a Cafe
- Site is located on Railroad Avenue between Main Street and Abby Street

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/1/10
- \$351,399
- Implementation of Redevelopment Plan

### Parcel Size

- 3, 920.40 square feet
- .09 acres

### Current Zoning

- D-A A Downtown-A, part of the form based code for the Downtown to establish unique use and development standards within the Downtown Master Plan area

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$350,000
- none

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- None
- Transfer to City of Winters for implementation of Redevelopment Plan.
- Staff is currently in negotiations with a developer to build an infill project utilizing this site along with another Successor Agency parcel and two City owned parcels in the downtown area. This project would significantly increase the assessed value of property within the City and provide additional revenue to all the affected taxing entities. The development of this property is included in the 2009-2013 Implementation Plan.

**Previous Development Proposals and Activity**

- This site previously was the location of a Cafe and T-shirt printing business, the owners of which moved out of state. The building is now vacant, and no other development proposals beyond that mentioned above have been received.

## Site 8

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency
- Successor Agency to the Dissolved Winters Community Development Agency.

### Address/Parcel Number

- 318 Railroad Ave
- 003-204-005

### Current Use/Description

- Site is currently a vacant building on that was formerly a bar
- Site is located at the corner of Abbey Street and Railroad Avenue.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/1/10
- \$289,479
- Implementation of Redevelopment Plan

### Parcel Size

- 2,613.50 square feet
- .06 acres

### Current Zoning

- D-A A Downtown-A, part of the form based code for the Downtown to establish unique use and development standards within the Downtown Master Plan area

### Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$240,000
- None

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- None
- Transfer to City of Winters for implementation of Redevelopment Plan.
- Staff is currently in negotiations with a developer to build an infill project utilizing this site along with another Successor Agency parcel and two City owned parcels in the downtown area. This project would significantly increase the assessed value of property

within the City and provide additional revenue to all the affected taxing entities. The development of this property is included in the 2009-2013 Implementation Plan.

**Previous Development Proposals and Activity**

- This site previously was the location of a Bar, the owner of which has subsequently passed away and the building remains vacant at this time.

## Site 9

### Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency
- Successor Agency to the Dissolved Winters Community Development Agency.

### Address/Parcel Number

- No address assigned
- 003-224-001

### Current Use/Description

- Site is currently a public parking lot.
- Site is located at the corner of Abbey Street and Railroad Avenue and is currently used as public parking.

### Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 1/1/08
- \$144,000
- Implementation of Redevelopment Plan

### Parcel Size

- .406 acres
- 17,685 square feet

### Current Zoning

- D-A A Downtown-A, part of the form based code for the Downtown to establish unique use and development standards within the Downtown Master Plan area

### Estimate of Current Value/Property Revenue

- Purchase price of \$144,000
- none

### History of Environmental Contamination

- No record of environmental studies

### Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- None
- . Transfer to City of Winters for implementation of Redevelopment Plan.

### Previous Development Proposals and Activity

- No record of previous development proposals or activity



## Appendix A

The following are infrastructure, buildings and other improvements that were constructed on City-owned property, paid for, in whole or in part, by the dissolved CDA, and have been identified as assets of the dissolved CDA. These assets will be transferred to the City for appropriate distribution for continued governmental use.

Property 10: Lights installed at the City Park Baseball field to provide the ability for evening baseball and softball games in the park.

Property 11: Linoleum installed in City owned building currently used for early childhood education programs.

Property 12: Tennis Courts rehabilitated on the property of the Winters Joint Unified School District with a joint use agreement in place for City programs and the public to use.

Property 13: Amphitheatre constructed at the City owned Winters Community Center.

Property 14: Shade Structure constructed at the City owned Winters Community Center.

Property 15: Community Swimming Pool constructed on the property owned by the Winters Joint Unified School District. The City and School District have a joint use agreement for the use of the swimming pool.

Property 16: Restroom facility constructed at City owned Rotary Park.

Property 17: Joint Police and Fire Station constructed on City owned land. Currently in use and occupied as a Police and Fire Station.

Property 18: Reconstruction of streets within the City of Winters.

Property 19: Rehabilitate and pave the City owned Railroad Trestle Bridge, resulting in the creation of a bike and pedestrian path over Putah Creek instead of an abandoned and dangerous deteriorated and unusable bridge.

Property 20: Parking lot constructed between the City owned Winters Community Center and the City owned Rotary Park.

Property 21: Improvements reconstructed at the intersection of Jackson and McArthur Streets in the City of Winters

Property 22: Roadway and Sidewalk enhancements constructed at the intersection of Main and Railroad and Railroad and Abbey Streets in Downtown Winters.

Property 23: Roadway and Sidewalk enhancements constructed at the intersection of Main and First Street and at the mid block between Railroad and First Street in Downtown Winters.



SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT  
AGENCY  
STAFF REPORT

TO: Honorable Chairperson and Members of the Successor Agency to the  
Dissolved Winters Community Development Agency.

DATE: August 20, 2013

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

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Consideration of Resolution SA-2013-07 of the City of Winters as  
Successor Agency to the Winters Community Development Agency  
adopting a Recognized Obligation Payment Schedule pursuant to AB1X 26.

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**RECOMMENDATION:**

That the City of Winters as Successor Agency to the Winters Community Development Agency adopt the attached Resolution adopting a Recognized Obligation Payment Schedule in compliance with AB1X 26

**SUMMARY:**

In accordance with Health and Safety Code Section 34177, added by Assembly Bill 1X 26, the City of Winters as Successor Agency to the Winters Community Development Agency ("Agency") is required to adopt a Recognized Obligation Payment Schedule (ROPS) for each 6 month period beginning January 2012. AB1484 passed on June 27, 2012 requires that the January 1, 2014 through June 30, 2013 ROPS (known as 13-14B) be submitted to the Yolo County Auditor, the Department of Finance and the State Controller's office by October 1, 2013.

**DISCUSSION**

AB 1X 26 suspended all new redevelopment activities and incurrence of indebtedness by terminating virtually all otherwise legal functions of the Agency and mandating a liquidation of any assets for the benefit of local taxing agencies. Some debts are allowed to be repaid, but any such remittances are to be managed by a successor agency, that would function primarily as a debt repayment administrator. The successor agency cannot continue or initiate any new redevelopment projects or programs. The activities of the successor agency will be overseen by an oversight board, comprised primarily of representatives of other taxing agencies, until such time as

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the remaining debts of the former redevelopment agency are paid off, all Agency assets liquidated and all property taxes are redirected to local taxing agencies.

Under Health and Safety Code Section 34177, the ROPS must list all of the “enforceable obligations” of the Agency, and must be certified by an independent external auditor and is subject to approval by the Department of Finance, The State Controller and must be posted on the successor agency’s website. “Recognized obligations” include: bonds; loans legally required to be repaid pursuant to a payment schedule with mandatory repayment terms; payments required by the federal government, preexisting obligations to the state or obligations imposed by state law; judgments, settlements or binding arbitration decisions that bind the agency; legally binding and enforceable agreements or contracts; and contracts or agreements necessary for the continued administration or operation of the agency, including agreements to purchase or rent office space, equipment and supplies. New on this ROPS is the inclusion of the funding for the Low and Moderate Income Housing Fund as requested by Legal Services of Northern California.

The form submitted is a draft utilizing the 13-14A forms due to the fact that Department of Finance will not be circulating the 13-14B form until after the due date of this staff report. The information is the same, however, the dates had to be manually changed because the cells are locked by the Department of Finance. Once DOF circulates the correct forms, the information will be entered on the correct form and submitted to the Oversight Board and then upon approval to the Department of Finance.

**FISCAL IMPACT:**

Without the approved ROPS, the City, as successor agency would not be able to pay the obligations of the former redevelopment agency, including making debt service payments on the 2004 and 2007 tax allocation bonds.

**ATTACHMENTS:**

Recognized Obligations Payment Schedule (draft 13-14B)  
Resolution SA-2013-07

**RESOLUTION SA-2013-07**

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE  
DISSOLVED COMMUNITY DEVELOPMENT AGENCY OF THE  
CITY OF WINTERS, APPROVING A RECOGNIZED OBLIGATION  
PAYMENT SCHEDULE FOR THE PERIOD JANUARY 1, 2014  
THROUGH JUNE 30, 2014.**

**WHEREAS**, pursuant to Health and Safety Code section 34173(d), the City of Winters (“RDA Successor Agency”) is the successor agency to the dissolved Community Development Agency of the City of Winters (“Agency”), confirmed by Resolution 2012-02 adopted on January 17, 2012; and

**WHEREAS**, Health and Safety Code section 34179(a) provides that each successor agency shall have an oversight board composed of seven members; and

**WHEREAS**, The Department of Finance requires the Recognized Obligation Payment Schedule (ROPS) for the period January 1, 2014 through June 30, 2014 be adopted and submitted by October 1, 2013;

**NOW, THEREFORE BE IT RESOLVED** that the Successor Agency Board of the Dissolved Community Development Agency of the City of Winters hereby approves and adopts the ROPS as attached to this Resolution as Exhibit A.

**PASSED AND ADOPTED** at a regular meeting of the Successor Agency to the Dissolved Winters Community Development Agency this 20th Day of August 2013 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

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**W. Keith Fridae, Chairperson**

**ATTEST:**

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Secretary

## SUCCESSOR AGENCY CONTACT INFORMATION

### Successor Agency

ID: **398**  
County: **Yolo**  
Successor Agency: **Winters**

### Primary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

Address

City

State

Zip

Phone Number

Email Address

<b>Shelly</b>
<b>Gunby</b>
<b>Director of Financial Management</b>
<b>318 First Street</b>
<b>Winters</b>
<b>CA</b>
<b>95694</b>
<b>530-795-4910 x104</b>
<b>shelly.gunby@cityofwinters.org</b>

### Secondary Contact

Honorific (Ms, Mr, Mrs)

First Name

Last Name

Title

<b>John</b>
<b>Donlevy</b>
<b>City Manager</b>

**SUCCESSOR AGENCY CONTACT INFORMATION**

Phone Number

**530-794-6710**

Email Address

**john.donlevy@cityofwinters.org**

**SUMMARY OF RECOGNIZED OBLIGATION PAYMENT SCHEDULE**

Filed for the ~~July 1, 2013 to December 31, 2013~~ Period  
 January 1, 2014 June 30, 2014

Name of Successor Agency: **WINTERS (YOLO)**

Outstanding Debt or Obligation	Total
Total Outstanding Debt or Obligation	<b>\$29,163,973</b>

Current Period Outstanding Debt or Obligation	Six-Month Total
A Available Revenues Other Than Anticipated RPTTF Funding	<b>\$1,144,010</b>
B Enforceable Obligations Funded with RPTTF	<b>\$629,790</b>
C Administrative Allowance Funded with RPTTF	<b>\$124,000</b>
D Total RPTTF Funded (B + C = D)	<b>\$753,790</b>
E Total Current Period Outstanding Debt or Obligation (A + B + C = E) <i>Should be same amount as ROPS form six-month total</i>	<b>\$1,897,800</b>
F Enter Total Six-Month Anticipated RPTTF Funding	<b>\$474,954</b>
G Variance (F - D = G) <i>Maximum RPTTF Allowable should not exceed Total Anticipated RPTTF Funding</i>	<b>(\$278,836)</b>

Prior Period (July 1, 2012 through December 31, 2012) Estimated vs. Actual Payments (as required in HSC section 34186 (a))	
H Enter Estimated Obligations Funded by RPTTF <i>(lesser of Finance's approved RPTTF amount including admin allowance or the actual amount distributed)</i>	<b>\$1,015,549</b>
I Enter Actual Obligations Paid with RPTTF	<b>\$887,456</b>
J Enter Actual Administrative Expenses Paid with RPTTF	<b>\$0</b>
K Adjustment to Redevelopment Obligation Retirement Fund (H - (I + J) = K)	<b>\$128,093</b>
L Adjustment to RPTTF (D - K = L)	<b>\$625,697</b>

Certification of Oversight Board Chairman:

Pursuant to Section 34177(m) of the Health and Safety code,

I hereby certify that the above is a true and accurate Recognized

Obligation Payment Schedule for the above named agency.

Larry Justus

Chairman

Name

Title

/s/

Signature

Date



WINTERS (YOLO)  
Pursuant to Health and Safety Code section 34186 (a)  
PRIOR PERIOD ESTIMATED OBLIGATIONS vs. ACTUAL PAYMENTS  
RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS II)  
July 1, 2012 through December 31, 2012 *Jan 1 - June 30 2013*

Item #	Project Name / Debt Obligation	Payee	Description/Project Scope	Project Area	LMIHF		Bond Proceeds		Reserve Balance		Admin Allowance		RPTTF		Other	
					Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual	Estimate	Actual
					\$0	\$0	\$0	\$0	\$0	\$508,800	\$124,000	\$0	\$906,186	\$378,656	\$0	\$0
1	2004 Tax Allocation Bonds	Bank of New York	Bond issue to fund non housing projects	CDA Project Area						162,400			218,824	56,424		
2	2004 Tax Allocation Bonds	Bank of New York	Bond issue to fund housing projectes	CDA Project Area						81,200			142,065	60,865		
3	2007 Tax Allocation Bonds	Bank of New York	Bond issue to fund non housing projects	CDA Project Area						255,000			458,295	203,295		
4	2007 Tax Allocation Bonds	Bank of New York	Bond issue to fund housing projects	CDA Project Area						10,200			44,235	34,035		
5	Loan Due City of Winters	City of Winters	Loan Due for 2010 SERAF	CDA Project Area									0	0		
6	Winters Opera House Lease	Winters Opera House	Palms Playhouse Rent Subsidy	CDA Project Area									15,036	15,285		
7	Winters Opera House Lease	Winters Opera House	Rent Agreement for Winters Visitor Center	CDA Project Area									0	0		
8	Visitor Center Funding	Winters Chamber of Commerce	Winters Visitor Center Operations Funding	CDA Project Area									0	0		
9	Trustee Services	Bank of New York	Trustee Services for 2004 TABS	CDA Project Area									1,700	1,700		
10	Trustee Services	Bank of New York	Trustee Services for 2007 TABS	CDA Project Area									1,700	1,700		
11	Continuing Disclosure Services	Urban Futures, Inc.	Continuing Disclosure Reporting for 2004 TABS	CDA Project Area									1,750	0		
12	Continuing Disclosure Services	Urban Futures, Inc.	Continuing Disclosure Reporting for 2007 TABS	CDA Project Area									1,750	0		
13	Legal Services	Best, Best and Krieger	Legal issues for redevelopment issues	CDA Project Area												
14	305 First ST	John Pickerel	Rental of meeting room	CDA Project Area									300	0		
15	City Attorney Fees	John Wallace	Legal fees	CDA Project Area									15,000	150		
16	Pers unfunded liability	CalPERS	Unfunded liability for Agency employees	CDA Project Area									0	0		
17	314 Railroad Ave	Rory and Theresa Linton	Relocation Assistance	CDA Project Area									0	0		
18	305 First St	John Pickerel	Rental of meeting room	CDA Project Area									5,530	5,201		
19	Auditing	Moss, Levy & Hartzheim	Close out Audit of Agency	CDA Project Area									0	0		
20	Administrative Cost	City of Winters	Allocation of Staff and Overhead	CDA Project Area								124,000	0			

