

**CITY OF WINTERS PLANNING COMMISSION AGENDA  
REGULAR MEETING**

**Tuesday, April 22nd, 2014 @ 6:30 PM**  
City of Winters Council Chambers  
318 First Street  
Winters, CA 95694-1923  
Community Development Department  
Contact Phone Number (530) 794-6713  
Email: [jenna.moser@cityofwinters.org](mailto:jenna.moser@cityofwinters.org)

Chairman: Bill Biasi  
Vice Chairman: Pierre Neu  
Commissioners: Dave Adams, Lisa  
Baker, Kate Frazier, Luis Reyes,  
Patrick Riley  
City Manager: John W. Donlevy, Jr.  
Mgmt. Analyst: Jenna Moser

**I CALL TO ORDER**

**II ROLL CALL & PLEDGE OF ALLEGIANCE**

**III CITIZEN INPUT:** Individuals or groups may address the Planning Commission on items which are not on the Agenda and which are within the jurisdiction of the Planning Commission. **NOTICE TO SPEAKERS:** Speaker cards are located on the first table by the main entrance; please complete a speaker's card and give it to the Planning Secretary at the beginning of the meeting. The Commission may impose time limits.

**IV CONSENT ITEM**

Approval of Minutes from the March 25th, 2014 meeting of the Winters Planning Commission

**V STAFF/COMMISSION REPORTS**

**VI DISCUSSION ITEMS:**

- A. Winters Highlands Development Agreement (Under Separate Cover)
- B. Winters Highlands Affordable Housing Plan Update

**VII COMMISSION/STAFF COMMENTS**

**VIII ADJOURNMENT**

**POSTING OF AGENDA:** PURSUANT TO GOVERNMENT CODE § 54954.2, THE COMMUNITY DEVELOPMENT MANAGEMENT ANALYST POSTED THE AGENDA FOR THIS MEETING ON APRIL 14, 2014.



\_\_\_\_\_  
JENNA MOSER, MANAGEMENT ANALYST

**APPEALS:** ANY PERSON DISSATISFIED WITH THE DECISION OF THE PLANNING COMMISSION MAY APPEAL THIS DECISION BY FILING A WRITTEN NOTICE OF APPEAL WITH THE CITY CLERK, NO LATER THAN TEN (10) CALENDAR DAYS AFTER THE DAY ON WHICH THE DECISION IS MADE.

PURSUANT TO SECTION 65009 (B) (2), OF THE STATE GOVERNMENT CODE "IF YOU CHALLENGE ANY OF THE ABOVE PROJECTS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING(S) DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY PLANNING COMMISSION AT, OR PRIOR TO, THIS PUBLIC HEARING".

**MINUTES:** THE CITY DOES NOT TRANSCRIBE ITS PROCEEDINGS. ANYONE WHO DESIRES A VERBATIM RECORD OF THIS MEETING SHOULD ARRANGE FOR ATTENDANCE BY A COURT REPORTER OR FOR OTHER ACCEPTABLE MEANS OF RECORDATION. SUCH ARRANGEMENTS WILL BE AT THE SOLE EXPENSE OF THE INDIVIDUAL REQUESTING THE RECORDATION.

**PUBLIC REVIEW OF AGENDA, AGENDA REPORTS, AND MATERIALS:** PRIOR TO THE PLANNING COMMISSION MEETINGS, COPIES OF THE AGENDA, AGENDA REPORTS, AND OTHER MATERIAL ARE AVAILABLE DURING NORMAL WORKING HOURS FOR PUBLIC REVIEW AT THE COMMUNITY DEVELOPMENT DEPARTMENT. IN ADDITION, A LIMITED SUPPLY OF COPIES OF THE AGENDA WILL BE AVAILABLE FOR THE PUBLIC AT THE MEETING. COPIES OF AGENDA, REPORTS AND OTHER MATERIAL WILL BE PROVIDED UPON REQUEST SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT. A COPY FEE OF 25 CENTS PER PAGE WILL BE CHARGED.

ANY MEMBER OF THE PUBLIC MAY SUBMIT A WRITTEN REQUEST FOR A COPY OF PLANNING COMMISSION AGENDAS TO BE MAILED TO THEM. REQUESTS MUST BE ACCOMPANIED BY A CHECK IN THE AMOUNT OF \$25.00 FOR A SINGLE PACKET AND \$250.00 FOR A YEARLY SUBSCRIPTION.

**OPPORTUNITY TO SPEAK, AGENDA ITEMS:** THE PLANNING COMMISSION WILL PROVIDE AN OPPORTUNITY FOR MEMBERS OF THE PUBLIC TO ADDRESS THE COMMISSION ON ITEMS OF BUSINESS ON THE AGENDA; HOWEVER, TIME LIMITS MAY BE IMPOSED AS PROVIDED FOR UNDER THE ADOPTED RULES OF CONDUCT OF PLANNING COMMISSION MEETINGS.

**REVIEW OF TAPE RECORDING OF MEETING:** PLANNING COMMISSION MEETINGS ARE AUDIO TAPE RECORDED. TAPE RECORDINGS ARE AVAILABLE FOR PUBLIC REVIEW AT THE COMMUNITY DEVELOPMENT DEPARTMENT FOR 30 DAYS AFTER THE MEETING.

**THE COUNCIL CHAMBER IS WHEELCHAIR ACCESSIBLE**

# MINUTES OF THE WINTERS PLANNING COMMISSION MEETING HELD MARCH 25, 2014

*DISCLAIMER: These minutes represent the interpretation of statements made and questions raised by participants in the meeting. They are not presented as verbatim transcriptions of the statements and questions, but as summaries of the point of the statement or question as understood by the note taker.*

Chair Bill Biasi called the meeting to order at 6:30 p.m.

**PRESENT:** Commissioners Adams, Baker, Frazier, Neu, Reyes, Riley and Chair Biasi

**ABSENT:** None

**STAFF:** City Manager John W. Donlevy, Jr. and Management Analyst Jenna Moser

Commissioner Adams led the Pledge of Allegiance.

**CITIZEN INPUT:** None at this meeting.

**CONSENT ITEM:**

1. Approval of Meeting Minutes of the January 28, 2014 Regular meeting of the Planning Commission.

**Commissioner Baker moved to approve the Meeting Minutes of the December 10, 2013 Planning Commission Meeting. Seconded by Commissioner Neu.**

**AYES:** Commissioners Adams, Baker, Frazier, Neu, Reyes, Riley and Chairman Biasi.

**NOES:** None

**ABSTAIN:** None

**ABSENT:** None

**COMMISSION REPORTS:** Chairman Biasi reported on the Putah Creek Committee meeting, as well as the Affordable Housing Steering Committee.

**STAFF REPORTS:** None

**DISCUSSION ITEM:**

**A. City Current Project List**

City Manager Donlevy introduced the item and provided an overview of the projects. Donlevy stated that the City is working on the next 2-year budget, working with this list of projects for budgeting and cash flows, timing.

Commissioner Riley asked if the level of Chromium 6 was unsafe at current regulatory levels. Donlevy responded that this issue was largely lawyer-driven, and that the levels CA currently requires are safe. Environmental Services Manager, Carol Scianna, is monitoring this issue at this time.

# MINUTES OF THE WINTERS PLANNING COMMISSION MEETING HELD MARCH 25, 2014

Commissioner Neu asked for a typo fix on the Hudson-Ogando project item.

Commissioner Frazier noted that this was quite an exhaustive list, with many projects – how can all of these same names do all of these? Donlevy responded that projects are broken down into manageable chunks, but there are definitely times where staff is working very hard. Donlevy added that the City will be adding a part time Contract Planner in the coming weeks to help with some of the day-to-day planning items, and some ordinance updates.

Commissioner Biasi supports the idea of getting a contract planner, and asked about the status of Dollar General. Donlevy responded that the public could start to look for construction in May, or closer to summer.

## **B. Winters Highlands Affordable Housing Plan Update**

This item was removed from the agenda – will be brought back at a later date.

## **C. PG&E Winters Gas Operations Technical Training Center Project Update**

City Manager Donlevy provided an update on the project, noting that the project has a full scope EIR. The draft calendar was reviewed, and the process of meetings outlined.

## **D. Rosenberg's Rules of Order**

City Manager Donlevy provided information to the Commissioners about Rosenberg's Rules of Order.

**COMMISSIONER/STAFF COMMENTS:** City Manager Donlevy notified the Commissioners that one member of the Commission needs to step away from the Affordable Housing Steering Committee. After discussion, Chairman Biasi agreed to step down. Commissioners concurred.

**ADJOURNMENT:** Chairman Biasi adjourned the meeting at 7:20 p.m.

**ATTEST:**

\_\_\_\_\_  
Jenna Moser, Management Analyst

\_\_\_\_\_  
Bill Biasi, Chairman



**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Chairman and Members of the Planning Commission  
**DATE:** April 29, 2014  
**FROM:** John W. Donlevy, Jr., City Manager. *JWD*  
**SUBJECT:** Winters Highlands- Joint Planning Commission/City Council Workshop-  
Development Agreement Revisions

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**RECOMMENDATION:**

That the Planning Commission adjourn to a Joint City Council/Planning Commission Workshop to discuss revisions to the Winters Highlands Development Agreement to be held on May 13, 2014.

**DISCUSSION:**

As the Planning Commission has been previously advised, Staff has been working with the various owners of development agreements with the City of Winters for modifications which will facilitate both a modernization of the agreements and fiscal reality checks. The Commission has previously recommended amendments to the Creekside Estates, Ogando Hudson and Callahan subdivisions.

Staff is recommending that the Planning Commission and City Council hold a joint workshop on the Winters Highlands Development Agreement modifications. Due to the size and complexity of the issues under consideration, Staff feels it necessary to hold a special meeting to discuss the items in a more focuses and detailed format.

**FISCAL IMPACT:**

None by this action.



**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Board Chair and Members of the Planning Commission  
**DATE:** April 22, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Dan Maguire, Economic Development and Housing Manager *DM*  
**SUBJECT:** Winters Highlands – Proposed Affordable Housing Plan

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**RECOMMENDATION:**

That the Planning Commission:

1. Receive a Staff Report on a proposed Affordable Housing Plan for the Winters Highland Subdivision;
2. Make recommendation, along with any suggested modifications, to the Winters City Council in support of the proposed Affordable Housing Plan to the previously approved Development Agreement for development of the property commonly known as the Winters Highland Property between the City of Winters and Homes by Towne, in order to amend the fulfillment of the affordable housing requirements.

**BACKGROUND:**

Since 2006, the City has entered into five (5) development agreements with various developers for the subdivision and development of residential projects. In 2007, the real estate market essentially “crashed” and none of the proposed projects proceeded. Because of this, amendments have been initiated and adopted over the past six years to keep the agreements current and viable for when the real estate market returns.

In August, 2013, the City Council approved amendments to the Hudson Ogando & Creekside Estates Subdivision Development Agreements. These amendments included a revision to the affordable housing obligation, essentially “modernizing” the agreements to acknowledge the new fiscal realities of residential development. The modification included the payment of in lieu fees, in lieu of constructing the very low- and low income housing required of the project under the existing Development Agreement. The Hudson Ogando & Callahan projects are obligated to pay \$360,000 in in-lieu fees, with the City taking on the production responsibility for 12 very low-income units, and 10 low income units.

Subsequent to this action, Staff has been working with the developers for the Winters Highlands subdivision for similar modifications to encourage construction of their entitled project.

**DISCUSSION:**

In the Winters Highlands Affordable Housing Plan proposal discussions, Staff focused on a number of key elements, which included the following:

1. Acknowledgement of the development of affordable housing consistent with the obligations of the project, pursuant to the existing Inclusionary Housing Ordinance.
2. Allowed for flexibility in proposed project layout and in lieu fee payments.
3. Maintained consistency with the City's adopted Housing Element Update (2013-2021) and Inclusionary Housing Ordinance (Ord. 2010-18).

The modernization of the agreement was based on a very pragmatic approach to creating a balance between a project which will bring a quality project to the City and one which is financially viable to build for the developer.

In the discussions with Winters Highlands, the focus has included each of the items above, but also has included an open discussion on the provision of affordable housing issues, which was brought before the Affordable Housing Steering Committee (AHSC) on March 24, 2014, for possible amendments to the current Affordable Housing Plan. Subsequent to the March 24<sup>th</sup> meeting, staff worked with Homes by Towne on revisions to the AHP, with the revised Affordable Housing Plan presented to the AHSC on April 21, 2014.

**DISCUSSION:**

**Project Description and Amendment:**

The development on the 102.6 acre property consists of approximately 413 single family lots on 49.45 acres and 30 multi-family units on 2.01 acres, with Yolo County Assessor's Parcel Numbers 030-220-17, 030-220-19, 030-220-49, and 030-220-50, and located at the northwest side of the City of Winters. The proposed Affordable Housing Plan would amend the affordable housing requirement to accept in-lieu fees and land dedication for the very low and low income unit obligation of the project, changing the requirement for the construction of affordable housing.

**DEVELOPMENT AGREEMENT MODIFICATIONS:**

The modifications to the Winters Highlands Subdivision Affordable Housing Obligation per the proposed Affordable Housing Plan ("AHP") generally include the following:

- Requested changes in existing tentative map, converting the 36 duplex units to 18 SFR lots, resulting in the project having 395 SFR lots (was 413)
- Meeting the revised affordable housing through a combination of in lieu fees and land dedication, partnering with a developer for construction of affordable multi-family on the 2.01 acre portion of the property zoned R-4 (High Density Multi-Family Residential). Developer proposes to dedicate the 2.01 acre site to the City concurrent with recording the first final map.
- In Lieu Fee of \$47,619.05 per very-low and low income unit (24 very low and 18 low-income units) will generate \$2,000,000 in affordable housing trust funding. Specifics to be determined

but will be utilized by the City to facilitate affordable housing projects by providing a significant source of local funds to assist affordable housing project(s)

**ATTACHMENTS:**

1. Homes by Towne Affordable Housing Plan
2. Sacramento Bee Affordable Housing article reprint
3. Legal Description and Project Map
4. Ordinance 2009-18 (Inclusionary Housing Ordinance)
5. Second Amendment to Development Agreement



Date: April 16, 2014

To: Dan Maguire, Housing Manager  
John Donlevy, Winters City Manager

From: Jeff Pemstein, Towne Development of Sacramento, Inc.  
Jeremy Goulart, Towne Development of Sacramento, Inc.

Re: Proposed Affordable Housing Plan – Winters Highlands

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As you are aware, Towne Development of Sacramento, Inc. ("TDS") is in escrow to purchase the Winters Highlands project (the "Project"). Per our conversations and correspondence with you, TDS has prepared the following Affordable Housing Plan ("AHP") pursuant to Chapter 17.200 of the City of Winters' Municipal Code.

***Background***

The Project was approved in 2006 with an AHP, as proposed by the previous developer, Granite Bay Holdings. The current AHP includes dedication of a 2.01 acre apartment site for 30 Very Low Income ("VLI") units, as well as an additional 36 duplex units for Low (LI) or Moderate income homebuyers, for a total of 66 inclusionary units. The Project's Conditions of Approval place additional parameters on these affordable housing units as follows: 26 VLI, 25 Low Income and 15 Moderate Income units are to be constructed, and 50 percent of both for sale and for rent units must be 3 bedroom 2 bath, while the remaining 50 percent shall be 4 bedroom 2 bath. The Second Amendment of the Development Agreement clarifies the timing of afford housing construction limiting the issuance of market-rate building permits in subsequent phases until all affordable housing units in previous phases are constructed.

It is clear that the Project's current AHP is infeasible in today's economic climate. Underwriting criteria and investment, typically called A, D and C lending has changed dramatically in the past several years. Overburdening a development project with fees and costly inclusionary housing requirements will result in a serious impediment to investment.

***Proposed Affordable Housing Plan***

Inclusionary Housing Requirement – Chapter 17.200.030 of the City's Municipal Code requires that 15 percent of a project's total number of residential units must be dedicated to affordable housing, with 6 percent meeting the VLI requirement and 9 percent meeting the Low Income or Moderate Income Requirement. These units can be rental, for-sale, or a combination of the two.

TDS will be requesting that the City approve changes to the existing tentative map and convert the 36 duplex units to 18 SFR lots. This change would result in a total of 395 SFR lots. We request that 395 lots be the baseline number for determining the requisite proposition of VLI, Low and Moderate Income units, pursuant to the City's Municipal Code. We also request that the City acknowledge that the baseline lot count may be adjusted to accommodate market conditions and final engineering associated with each final map. As for project phasing, TDS anticipates recording four (4) final maps; however this is also subject to market conditions and final engineering.

To satisfy the City's Affordable Housing requirement, TDS proposes the following:

Payment of an Affordable Housing fee of \$2,000,000, which is to be amortized over the market-rate single family lots on a per unit basis. Fifty percent (50%) of the per unit fee will be paid at recordation of final map equal to the number of lots included within the map. For example, if the fee were to be \$5,500 per market-rate unit, and we were to record a final map for 100 market-rate units, TDS would pay \$275,000 at recordation. The remaining fifty percent (50%) will be paid at Close of Escrow to the home buying public through sales proceeds or separate agreement, so long as the payment is concurrent with each home closing. As per the example presented above, and based on a \$5,500 fee, \$2,750 would be paid to the City at each closing. This fee acknowledges the infrastructure burden placed on the project, namely the cost to extend necessary services to the affordable apartment site (Lot A described below). TDS and the City will agree to adjust the fee based on the actual cost of installing this infrastructure, but by no more than a five percent (5%) increase or decrease of the \$2,000,000 fee.

Dedication of the Affordable Apartment Site (Lot A) – TDS will agree to record the necessary documents and deed restrictions on title for Lot A upon recordation of the first final map within the Project.

Construct for-sale, inclusionary Moderate Income Units within the project, and to be built within each final map, not to exceed 4% of the total number of affordable units required by City Ordinance. The construction of these units will keep pace with market-rate construction as the City will limit the recordation of subsequent final maps until all affordable units within the current map are constructed and offered for sale to qualified homebuyers.

Satisfying the Affordable Housing Requirement – Chapter 17.200.050 of the City's Municipal Code identifies multiple ways in which a developer may satisfy its affordable housing obligation. Included in these alternatives is land dedication, construction, and payment of an in-lieu fee. Pursuant to our conversations with City staff, our AHP satisfies the City's requirements in the following ways:

- A portion of the \$2,000,000 fee will be used to support the City's efforts in developing an affordable senior apartment project that will satisfy a portion of the project's VLI and LI housing requirement.
- Dedication of Lot A and the remaining funds from the \$2,000,000 fee will be used to plan and develop an additional affordable for-rent project that will satisfy the remaining VLI and LI requirement.
- Construction of for-sale Moderate Income units, as described above, will satisfy our Moderate Income requirement.

We appreciated the opportunity to meet with the Affordable Housing Steering Committee (AHSC) on March 24, 2014, and from that meeting, as well as continued discussions with staff, we gained a clearer understanding of the City's housing needs and goals. Our intent in presenting this AHP is to provide the City with a clear path to meet its housing needs, while without jeopardizing the feasibility of the Winters Highlands project.

Thank you in advance for your consideration. We look forward to further discussing our AHP with you and the AHSC on April 21, 2014.

# OUR REGION

Sunday, March 2, 2014 | The Sacramento Bee | [sacbee.com/ourregion](http://sacbee.com/ourregion)

Attached #2 (Sacramento Bee AH article)

## Cities revising housing rules

### LOW-INCOME TENANT GROUPS SLAM CHANGES

By CATHY LOCKE  
[clocke@sacbee.com](mailto:clocke@sacbee.com)

Jockeying for a share of housing construction as the market rebounds, cities and counties in the Sacramento region are revising their affordable housing requirements to reduce the burden on builders.

The changes are backed by the building industry but have drawn protests from advocates for low-income tenants.

"It's a race to the bottom," said Darryl Rutherford, executive director of the Sacramento Housing Alliance.

Mixed-income, or inclusionary housing policies, require that new housing developments include a certain percentage of units — usually rental apartments — that are affordable to low-income residents. Many jurisdictions around the region adopted such policies in the past 20 years, but developers have chafed under them, saying they increase the cost of building.

In 2011, the city of Folsom sought to eliminate its inclusionary requirement, arguing that it stymied development and consequently failed to provide housing for any income level. To settle a lawsuit brought by the Sacramento Housing Alliance, the Folsom City Council subsequently agreed to retain the inclusionary provision but reduced the required allocation of units for low and very low-income categories, to 10 percent from 15 percent.

In January, the Sacramento County Board of Supervisors followed suit, reducing its requirement for affordable units in new developments to 10 percent from the previous 15 percent.

Sacramento County's inclusionary requirement was "a huge roadblock" to develop-

# Housing: Tenant groups slam cities' new affordable housi

FROM PAGE B1.

ment, said John Costa, spokesman for the North State Building Industry Association. Costa said the association has lobbied against inclusionary housing because current programs aren't effectively addressing the affordable housing issue. In unincorporated Sacramento County, for instance, 263 affordable units have been built under the county's inclusionary policy since 2004, compared with more than 1,500 units in Elk Grove, where developers pay fees instead, he said.

Developers look at the total cost of doing business, Costa said, and the ability to do business affects where they are able to build. The cost of providing affordable units within market-rate developments is passed on to buyers of the market-rate homes, he said.

Rob Wiener, executive director of the California Coalition for Rural Housing, agreed that inclusionary housing is contingent on development.

"The recession resulted in fewer new units, and it only works if you have new production," he said. But he and fellow affordable housing advocates say the alternative policies cities and counties are now pursuing hold even less promise.

The city of Sacramento is working to revise its affordable housing policies. One possibility: allowing developers to pay a fee instead of setting aside 15 percent of units for low-income residents.

In a report to the City Council in September, city staff called the current ordinance "inflexible" and said the rules have led developers to construct massive affordable housing projects next to single-family homes — a trend seen frequently in North Natomas.

City officials said the fees would also give the city an important financing tool for affordable housing projects following the state's elimination of redevelopment subsidies.

But affordable housing advocates say they fear that the fee won't be high enough to actually pay for construction of the affordable units.

"We think a mixed-income housing ordinance is a way to develop safe, sustainable, healthy, inclusive communities," Rutherford said, a way to ensure that people of all income levels have access to good schools, grocery stores, parks and open space.

Wiener lamented that even the city of Davis, long lauded for its affordable housing efforts, is now offering developers alternatives to inclusionary housing. "Davis was the poster child, one of the best in the United States," he said, "but not anymore."

Sacramento and Davis officials defend their efforts to provide more flexible affordable housing policies.

Sacramento city planners Greg Sandlund and Tom Pace said the city does not propose to do away with the inclusionary requirement, but instead expand it beyond new growth areas — North Natomas, the south area near Elk Grove, and the former downtown and Curtis Park railyards — to apply citywide.

They say the proposed fee would be available only to developers of smaller, infill projects. "For larger developments, over 50 acres, there would be some degree of build requirement, land dedication or 10 percent affordable requirement," Sandlund said.

Developers of smaller projects who opt for in-lieu fees would be required to build

smaller homes on smaller lots, with the idea being that they would likely be affordable to people in the upper low-income or lower moderate-income ranges, the city planners said.

Other strategies, such as fee deferrals, allowing developers to pay development fees when they obtain certificates of occupancy rather than when they pull the building permits, could help reduce financing costs for projects. Builders could then pass that savings along to homebuyers.

Sandlund and Pace said the validity of inclusionary requirements for apartment projects has been called into question by a 2009 court ruling in a Los Angeles case that found that city's inclusionary requirement for a rental development effectively set the rent for the units and ran afoul of a state law that prohibits rent control.

Danielle Foster, Davis housing and human services superintendent, said inclusionary housing has been part of the city's affordable housing policies since 1987 and still is, but the policy has been modified over the years. Changes approved last summer acknowledge the costs and constraints associated with higher-density developments as well as the loss of redevelopment funds, a major source of money to build affordable housing. Davis used

to receive \$2 million a year in redevelopment revenue for affordable housing, Foster said. With the loss of those funds, the city decided to expand the allowance of in-lieu fees.

"Higher-density developments have more difficulty incorporating affordable units, and in-lieu fees provide another revenue source," Foster said.

An additional option is to build an accessory unit, or secondary dwelling on a single-family lot, either attached or detached from the primary residence. Such dwellings would fulfill half the per-unit inclusionary requirement, and they would have to have features, such as an entrance separate from the primary residence, to discourage use as just an extra bedroom or storage space.

Foster said concerns have been expressed about the affordability of secondary units because they would not be deed-restricted, and the city would not monitor the amount of the rent or who

rented them.

Elk Grove has never had inclusionary housing policies choosing instead to collect fees from developers of market-rate housing projects. The city then makes that money available to developers of affordable housing projects primarily multifamily rental complexes, said Taro Echiburu, city planning director.

"That is where the development dollars do the most good," he said.

Sarah Bontrager, Elk Grove's housing program manager, said the city had some voluntary inclusionary housing, with a couple of developers choosing to incorporate affordable units in their projects. But she said in-lieu fees allow the city to leverage other dollars.

Elk Grove also offers down-payment assistance program to foster homeownership.

One thing city officials and affordable housing advocates agree on is the need for more funding for affordable housing. They voiced support for

Senate Bill 391, known as the California Homes and Jobs Act, which would impose fees on real estate transaction documents to provide an ongoing source of funds for local income housing. The bill was passed by the Senate but remains under review in the assembly.

Call The Bee's Cathy Locke, (916) 321-5287.

*Attachment # 3 - Legal  
Description & Project Map*

**LEGAL DESCRIPTION**

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PARTIALLY IN THE UNINCORPORATED AREA AND PARTIALLY IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

**PARCEL A:**

LOTS 1 THROUGH 21, INCLUSIVE, MOSBACHER TRACT NO. 1, FILED November 5, 1919, IN BOOK 3 OF MAPS, PAGE 34, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEEDS TO THE CITY OF WINTERS, RECORDED January 25, 1990, IN BOOK 2091 OF OFFICIAL RECORDS, PAGE 446 AND 450.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF DESCRIBED IN THE DEED TO WINTERS JOINT UNIFIED SCHOOL DISTRICT, RECORDED AUGUST 13, 1999, INSTRUMENT NO. 25340, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, THE FOLLOWING:

A) 50% OF ALL OIL, GAS, MINERALS RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF SAID LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF SAID LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS RESERVED IN THE DEED EXECUTED BY CECIL MOSBACHER, ET AL., RECORDED AUGUST 25, 1976, IN BOOK 1207 OF OFFICIAL RECORDS, PAGE 140.

B) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO DANIEL K. DOWLING IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 611.

C) AN UNDIVIDED 12.5% INTEREST IN AND TO ALL OIL, GAS, MINERALS AND MINERAL RIGHTS LYING BELOW A DEPTH OF 500 FEET FROM THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND, BUT WITHOUT HOWEVER, THE RIGHT TO USE THE SURFACE OF THE HEREIN ABOVE DESCRIBED LAND FOR EXPLORING, EXTRACTING OR ANY OTHER PURPOSE, AS GRANTED TO PETER F. ANDERS IN THE DEED RECORDED November 8, 1977, IN BOOK 1276 OF OFFICIAL RECORDS, PAGE 612.

D) AN UNDIVIDED 25% INTEREST IN AND TO ALL OIL, GAS, CASINGHEAD GAS, ASPHALTUM, AND OTHER HYDROCARBONS, AND ALL CHEMICAL GAS, NOW OR HEREAFTER FOUND SITUATED OR LOCATED IN ALL OR ANY PART OR PORTION OF THE LANDS HEREIN DESCRIBED LYING MORE THAN FIVE HUNDRED FEET (500) BELOW THE SURFACE THEREOF, TOGETHER WITH THE RIGHT TO SLANT DRILL FOR AND REMOVE ALL OR ANY OF SAID OIL, GAS CASINGHEAD GAS, ASPHALTUM AND OTHER HYDROCARBONS AND CHEMICAL GAS LYING BELOW A DEPTH OF MORE THAN AVE HUNDRED FEET (500) VERTICAL DISTANCE BELOW THE SURFACE THEREOF, AS RESERVED IN THE DEEDS EXECUTED BY MELVIN M. NORMAN CONSTRUCTION, INC., ET AL., RECORDED MARCH 26, 1990, IN BOOK 2106 OF OFFICIAL RECORDS, PAGES 251, 253, AND 267.

APN: 030-220-17-1; 030-220-19-1; & 030-220-33-1

**PARCEL B:**

A PORTION OF LOT 4, CARPENTER BRO'S. SUBDIVISION OF A PORTION OF SECTION 20, TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.B. & M., ACCORDING TO THE OFFICIAL PLAT THEREOF, FILED January 2, 1894, IN BOOK 1 OF MAPS, PAGE 22, YOLO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

*58*

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 4, WHICH POINT IS ALSO THE QUARTER SECTION CORNER OF THE EAST LINE OF SAID SECTION 20; RUNNING THENCE WEST, ALONG THE NORTH LINE OF SAID LOT, A DISTANCE OF 42 FEET; THENCE EAST AT RIGHT ANGLES A DISTANCE OF 160 FEET TO THE EAST LINE OF SAID LOT 4; THENCE NORTH ALONG SAID LINE A DISTANCE OF 42 FEET TO THE POINT OF BEGINNING.

APN: 030-361-01-1

APN: 030-220-17-1, 030-220-19-1, 030-220-33-1, 030-361-01-1

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**Agreement**

**Section 1. Amendment to Sections 1.1.23, 1.1.25, and 2.2 "Property"**

Sections 1.1.23, 1.1.25 and 2.2 of the Development Agreement are amended by replacing the old Yolo County Assessor's Parcel Numbers 030-220-17, 030-220-19 and 030-220-33 with the new Yolo County Assessor's Parcel Numbers 030-220-17, 030-220-19, 030-220-49 and 030-220-50 to reflect updated Yolo County Assessor's Parcel Numbers. The project acreage remains the same.

**Section 2. Amendment to Section 2.3, Agreement to be Recorded; Effective Date; Term.**

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

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

**Section 3. Amendment to Section 2.7, Whole Agreement; Conflict with Municipal Code.**

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

- b. The provisions of Title 15, Chapter 15.72 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

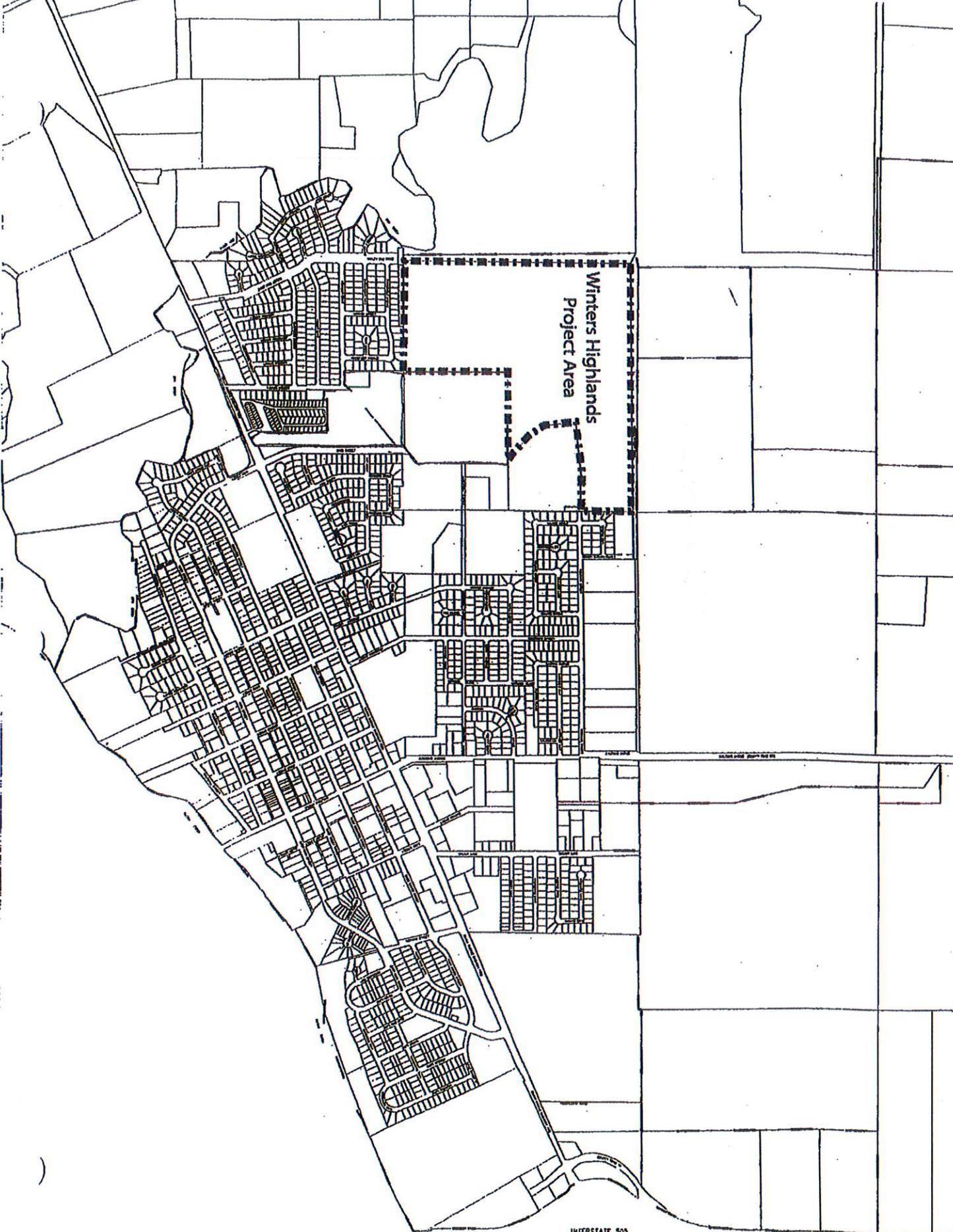
**Section 4. Amendment to Section 3.6, Commencement of Development.**

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

- a. The Developer shall have sole discretion to determine when the final map for Phase I of the Winters Highlands Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.
- b. Deleted.

Section 3.6, paragraphs c. and d., of the Development Agreement shall remain unchanged.

**Section 5. Amendment to Section 3.7, Maximum Number of Building Permits Per Year; Non-Market Rate Units.**



Winters Highlands  
Project Area

INTERSTATE 505

60/



**ORDINANCE NO. 2009-18**

**AN ORDINANCE OF THE CITY OF WINTERS REPEALING SECTION 17.60.030(B) OF THE ZONING CODE AND ADDING CHAPTER 17.200 TO THE ZONING CODE PERTAINING TO AFFORDABLE HOUSING REQUIREMENTS**

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

**SECTION 1. Recitals.**

- A. The City of Winters undertook a comprehensive study and analysis of its affordable housing program, which prompted certain revisions to the affordable housing program for the City.
- B. The affordable housing requirements contained in this Ordinance are the culmination of the City's efforts to develop an affordable housing program that promotes a balance between encouraging the development of market-rate housing and mixed use development in the City, while at the same time, providing for the creation of affordable housing necessary to meet the needs of individuals of very low, low and moderate income within the City.
- C. The City of Winters Planning Commission conducted a noticed public hearing regarding this Ordinance, which amends the Zoning Code to repeal Section 17.60.030(B) and add Chapter 17.200 pertaining to affordable housing requirements within the City, and has recommended approval of the Ordinance.
- D. The City Council of the City of Winters has provided public notice of its intention to amend the Zoning Code to adopt Chapter 17.200, and conducted a public hearing thereon on December 15, 2009.
- E. The proposed amendment of the Zoning Code to add Chapter 17.200 is consistent with the goals, policies, and objectives of the City of Winters General Plan, and in particular, the Housing Element, as adopted on September 1, 2009.
- F. The proposed amendment of the Zoning Code to add Chapter 17.200 has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

**SECTION 2.** Chapter 17.200 "Affordable Housing Requirements" is hereby added to the Winters Municipal Code to read as follows:

**Section 17.200.010 Purpose and Intent**

The public welfare requires the City to take action to ensure that affordable housing is constructed and maintained within the City. This Chapter is intended to provide that new development projects in the City contain or assist in the production of a defined percentage of housing affordable to low income and very low income households, to provide for a program of incentives, and to implement the affordable housing policies contained in the Housing Element of the City's General Plan.

### **Section 17.200.020 Definitions**

"Affordable Housing Steering Committee" means an advisory committee appointed by the City Council for the purpose of advising the City Council, Planning Commission, Community Development Agency and City staff on affordable housing policies and programs, use of redevelopment housing funds, proposed affordable housing projects, and other housing matters, at the request of the City Council.

"Community Development Director" means the director of the Community Development Department of the City, or his or her designee.

"Developer" means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which seeks the City's approval of discretionary land use entitlements for all or part of a development project. "Developer" includes "owner"

"Development project" means any development project that contains residential units, including single family and multifamily units.

"Inclusionary housing agreement" means an agreement between the developer and the City setting forth the manner in which the inclusionary housing requirements will be met in the development project.

"Inclusionary housing plan" means the plan setting forth the manner in which the developer proposes to satisfy the inclusionary housing requirements of this Chapter within the development project.

"Inclusionary housing requirement" means the inclusionary housing requirements as specified in this Chapter.

"Inclusionary housing unit or inclusionary unit" means an ownership or rental unit developed or provided in satisfaction of the inclusionary housing requirements of a development project, as provided for in this Chapter, and which is affordable to very low, low income or moderate income households.

"Low income household" means a household whose income does not exceed eighty percent (80%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Moderate income household” means a household whose income does not exceed one hundred twenty percent (120%) of median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

“Very low income household” means a household whose income does not exceed fifty percent (50%) of the median income, adjusted for household size, applicable to Yolo County, as published and periodically updated by the United States Department of Housing and Urban Development.

### **Section 17.200.030 Inclusionary Housing Requirements**

(A) Number and Affordability of Units. Except as otherwise provided for in this Chapter, all development projects consisting of five (5) or more residential units within the City of Winters shall include inclusionary housing units equal to fifteen percent (15%) of the total number of residential units in the development project, excluding density bonus units. The fifteen percent (15%) inclusionary housing requirement shall consist of six percent (6%) very low income units and nine percent (9%) low income or moderate income units in proportion to the unmet needs for each identified in the current housing element.

(B) Exception. The following development projects are exempt from the provisions of this Chapter:

1. Redevelopment Project Area. The fifteen percent (15%) inclusionary housing requirement provided in Subsection A above shall not apply to development projects within the Winters Community Development Agency Redevelopment Project Area that contain fifteen (15) or fewer residential units. This exception shall expire on December 31, 2013, unless extended by the City Council. Any development project that has not acquired a vested right to develop in accordance with existing laws and regulations by such expiration date shall be required to comply with the provisions of this chapter.
2. Project with prior approval. A development project that has obtained discretionary approval (e.g., a Development Permit, Use Permit, Design Review, Planned Development Permit, or Variance approval) before the effective date of this Chapter; or a building permit before the effective date of this Chapter; or a Certificate of Occupancy before the effective date of this Chapter.
3. Exempt by State law. A development project that is exempt from this Chapter by State law.
4. Project with vested rights. A development project for which the City has entered into a development agreement before the effective date of this Chapter, or which otherwise demonstrates a vested right to proceed without complying with this Chapter.

(C) Implementation. The developer shall propose an inclusionary housing plan to community development director as provided for in this Chapter. A condition requiring compliance with all of the terms of the inclusionary housing plan, as approved by the Planning Commission, shall be imposed on the development project. Further, the developer and the City shall enter into an inclusionary housing agreement that requires compliance with the inclusionary housing plan, and that will be recorded upon the property as provided in this Chapter.

(D) Density Ranges. Development projects which are proposed in areas of the City zoned for medium high and high density residential use, shall only be approved if density of the development project is in the upper one-half of the density ranges specified in the Zoning Code for developments in such zones, unless site constraints effectively prohibit such intensity of development.

(E) Unit Size. The inclusionary housing requirement shall accommodate diverse family sizes by including a mix of studio, one, two and/or three bedroom units where feasible.

(F) Exterior Appearance. The inclusionary units shall be visually compatible with and shall have similar external building materials and finishes as the market rate units in the immediate neighborhood.

(G) Access to Common Amenities. Tenants and residents of inclusionary units shall be provided the same rights and access to common amenities within the development project as tenants and residents occupying market rate units.

(H) Small Parts of Larger Projects. The City shall not approve development projects which reasonably appear to be smaller parts of a greater project and have the effect of circumventing the requirements of this Chapter.

#### **Section 17.200.040 Inclusionary Housing Plan**

(A) Submittal Requirements. At the time of and as part of the application for a discretionary land use entitlement for a development project, the inclusionary housing plan shall be submitted to the Community Development Director by the project developer, and shall include:

1. A detailed description of the method by which the developer will comply with the requirements of this Chapter.
2. The location of the inclusionary units within the development project, if applicable, the size of the inclusionary units, and any incentives requested by the developer in accordance with Section 17.200.060 of this Chapter.
3. Where an alternative to constructing inclusionary units on-site is intended, the developer shall provide detailed information regarding the alternative selected for meeting the inclusionary housing requirement, including a written statement that the proposed parcel(s), site, or existing market rate units, if applicable,

are available and capable of being dedicated to the City by the developer and that the affordable units shall be restricted as affordable housing, by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

4. A phasing plan that provides a schedule for the timely development of the inclusionary units as the development project is built out.
5. Any other information deemed necessary by the Community Development Director.

(B) Affordable Housing Steering Committee Meeting. Prior to the submittal of the inclusionary housing plan, the Affordable Housing Steering Committee shall meet with and provide recommendations to the project developer regarding compliance with this Chapter.

(C) Community Development Director Preliminary Review. Upon receipt of the proposed inclusionary housing plan, the Community Development Director shall review the plan, and thereafter shall meet with the project developer to discuss the proposed plan.

(D) Plan Approval. After the preliminary review by the Community Development Director, the inclusionary housing plan shall be subject to the same review and approval as the discretionary land use entitlements.

**Section 17.200.050 Alternative Methods to Meeting Inclusionary Housing Requirements**

The City strongly prefers and shall encourage on-site construction of inclusionary units, however alternatives to the on-site construction of the inclusionary housing units may be proposed by the developer, consistent with the requirements set forth below in this section. The alternative methods are subject to review and approval of the City, as part of the inclusionary housing plan review process. The developer shall have the burden of demonstrating that the alternative selected is equivalent to the on-site construction of inclusionary housing units. Alternatives may include:

(A) Land Dedication. A developer may propose to dedicate land within the City sufficient to construct at least the same number of units and infrastructure to support the number of units as the developer would have been required to construct on-site subject to the inclusionary housing requirement. Land may be dedicated pursuant to this alternative provided the site will support the same number of units the developer is required to construct, has zoning of a minimum density necessary to accommodate the inclusionary housing requirement, that the site is physically and legally acceptable to the City, and that the site is restricted to affordable housing. The developer shall dedicate the land to the City at no cost the City.

(B) On-Site or Off-Site Construction. A developer may propose to develop housing to satisfy the inclusionary housing requirement at an on-site or off-site location within the City.

(C) Acquisition, Rehabilitation, and Conversion of Market Rate Units. A developer may propose to acquire and rehabilitate existing market rate units in the City which are at or above existing affordable rents, which require repair, rehabilitation, modernization or other work and convert those units to affordable housing units.

(D) Conversion of Market Rate Units. A developer may propose to convert existing market rate units in the City which do not require rehabilitation and are at or above existing affordable rents to affordable housing units by way of contractual restrictions, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

(E) Accessory Units. A developer may propose to construct accessory dwelling units (e.g. granny flats) on site of the development project to meet the inclusionary housing requirement. The lots upon which the accessory dwelling units are constructed shall be restricted to provide that the units remain affordable housing units by way of contract, recorded covenants or other legal mechanisms.

(F) Inclusionary Housing Credits. A developer may propose to use inclusionary housing credits, as defined in this Chapter, to meet the inclusionary housing requirement.

(G) Payment of In-Lieu Fees. A developer may propose to pay an in-lieu fee to the City instead of constructing affordable units to meet the inclusionary housing requirement.

(H) Cooperative Ventures. A developer may propose a cooperative venture with a non-profit housing corporation, mutual housing association, limited equity housing cooperative, or other entity.

(I) Sweat Equity Project. A developer may propose a self-help or "sweat equity" project with a non-profit corporation or other entity.

(J) Combination. A developer may propose to utilize a combination of the above alternatives to meet the inclusionary housing requirement.

(K) Other Alternatives. A developer may propose, and the City may accept, other alternatives that meet the requirements and intent of this Chapter.

#### **Section 17.200.060 Incentives and Assistance**

(A) Request for Incentives and Assistance. The developer of a development project subject to the inclusionary housing requirements of this Chapter, may request, and the City, in its discretion, may grant or deny the request for incentives as set forth in this section.

(B) Fee Waivers or Deferrals. The City may grant to a developer a program of waivers, reduction or deferrals of development fees or administrative fees for the inclusionary units.

(C) Inclusionary Housing Credits. A developer may submit as part of the inclusionary housing plan a proposal to provide affordable housing units or a donation of land in connection with a development project beyond the requirements of this Chapter. The developer may credit the additional affordable units or land against future development projects proposed by the developer within the City, subject to the provisions of this chapter. Inclusionary housing credits may also be transferred or sold to any other person or entity subject to the following conditions:

(1) Inclusionary housing credits must be applied to another development project within five (5) years of issuance of a certificate of occupancy for the inclusionary units(s) or implementation of an alternative method of meeting the inclusionary method of meeting the inclusionary housing requirement which gives rise to the credits, such as land dedication. A developer who has not used, transferred or sold credits within the time specified in this section may apply to the City for a one (1) year extension on the life of the credits. A request for extension of the inclusionary housing credit shall be reviewed by City Council who shall grant or deny the request for extension. The City Council shall consider progress and efforts the developer has made to utilize the credits during the previous five (5) years, the impact on affordable housing in the City if the extension is granted, any proposals for use of the credits should the extension be granted and other relevant factors.

(2) Inclusionary units receiving monetary subsidies through the City shall not receive credits unless the City has been reimbursed for its financial assistance.

(D) Local Public Funding. A developer may apply to the community development agency for local public funding to assist in the financing and development of affordable housing to meet the inclusionary housing requirement.

(E) Modification of Development Standards. To the extent feasible in light of the uses, design and infrastructure needs of the development project, modifications to existing City planning standards may be made for the development project. Such modifications shall be requested through a development permit, or other such permit that allows the modification of planning standards, and shall be considered in conjunction with the other discretionary land use entitlements for the development project.

(F) Mixed Use Projects. Mixed use projects containing affordable units may be proposed and approved in areas of the City where the Zoning Code and the General Plan allow such development to help off-set the cost of developing affordable units pursuant to the requirements of this chapter.

**Section 17.200.070 Density Bonus**

Inclusionary units required by this Chapter or otherwise proposed to be constructed as part of a development project shall not be counted towards the number of units necessary to qualify for a density bonus under applicable state or local laws.

### **Section 17.200.080 Restrictions on Inclusionary Units**

Each inclusionary unit created as a result of this Chapter shall have limitations governing its rental, sale, and/or resale and its occupancy, unless such limitations would be in conflict with federal or state law. The purpose of these limitations is to preserve the long-term affordability and to ensure its continued availability for income eligible households.

(A) Duration of Affordability for Rental and Resale of Inclusionary Units. All rental and for-sale inclusionary housing units developed within the City shall remain affordable for a period of not less than that required by Section 33334.3(f)(1) of the California Health and Safety Code (fifty-five years for rental units, forty-five years for owner-occupied units and fifteen years for mutual self-help housing units), and shall be regulated by regulatory agreement, recorded covenants or other legal mechanisms to assure that the units remain affordable housing units, as determined by City.

#### **(B) Occupancy Requirements.**

(1) Rental Units. Any person(s) who occupies a rental inclusionary unit shall occupy that unit as his or her principal residence and shall annually certify that he or she qualifies for the applicable affordable rent level. The Community Development Director shall annually initiate this certification process. If and when any person(s) who rents an inclusionary unit no longer qualifies at the applicable affordable rent and income levels, the person(s) shall be required to vacate the unit or pay the market rate for the unit provided another rental unit is made available at the income level of the inclusionary unit.

(2) For-Sale Units. (i) Except as provided in this section, an initial owner who purchases a for-sale inclusionary unit shall occupy that unit as his or her principal residence. The inclusionary housing agreement shall provide that a for-sale inclusionary unit may only be rented or leased with the written permission of the City, and then, only to an income eligible person and the inclusionary unit shall be rented at no greater a rental rate than the affordable rent level as defined in Health and Safety Code Section 50053. The inclusionary unit shall be rented or leased at the same income level of the original for-sale affordable housing price. For example, if the initial owner bought the unit at the very low income housing price the unit shall be rented at the very low income rent level currently in effect. Any person intending to offer a for-sale inclusionary unit for rent or lease shall first notify the City housing coordinator in writing, prior to the renting of the unit. (ii) An initial owner shall be required to execute a promissory note, secured by a deed of trust, payable to the City, for the difference between the fair market value of the unit and the actual purchase price ("Silent Second Note"). The Silent Second

Note shall accrue interest at the Local Agency Investment Fund (“LAIF”) rate, and shall be due and payable upon the sale, transfer or refinancing of the unit, unless the sale is to another low income eligible buyer, as determined by the City. The proceeds of any Silent Second Notes shall be deposited in an account designated for uses related to the provision of affordable housing in the City.

(C) Resale of For-Sale Units. The initial owner or any subsequent owner may sell a for-sale unit pursuant to the following requirements. Inclusionary for-sale units shall remain affordable to subsequent income eligible buyers pursuant to the resale restricted term provided for in subsection (A) above, and in accordance with the affordable housing costs set forth in Health and Safety Code Section 50052.5. The inclusionary for-sale unit shall be sold at the same affordable housing price income level as it was originally sold, and the new income eligible buyer shall be required to execute a new inclusionary housing agreement and Silent Second Note, secured by a deed of trust.

(1) Option to Sell to City. If the owner is unable to sell the inclusionary unit within one hundred and eighty (180) days of offering and advertising the unit for sale, the owner may offer to sell the unit to the City at the affordable housing price at the time offer. The Community Development Director may reduce the one hundred and eighty (180) day requirement specified above if the owner demonstrates, to the satisfaction of the Director, that such limit would create a hardship for the owner. If the City or its assignee does not complete the purchase of the unit within ninety (90) days of the owner’s offer of sale to the City, the resale obligation of this section shall terminate; however, the provisions of this section relating to recapture upon sale shall continue to apply and remain in full force and effect.

(2) Recapture Upon Sale. If the inclusionary unit does not sell within one hundred and eighty (180) days of offering and advertising the unit for sale, or such lessor time as established by the Community Development Director upon a finding that a hardship exists, and if the City does not acquire the inclusionary unit as specified in this section, the inclusionary unit may be sold at the current market price. Upon the sale of a unit at market price, the seller shall pay to the City housing trust fund the full amount of the Silent Second Note, described above in this section. The owner shall be entitled to any appreciation in the fair market value of the unit from the time of initial sale to the present sale.

#### **Section 17.200.090 Administration of Inclusionary Housing Requirements**

(A) Inclusionary Housing Agreement. Upon approval of the inclusionary housing plan pursuant to Section 17.200.030, the Community Development Director shall prepare an inclusionary housing agreement for the development project that is consistent with inclusionary housing plan, and shall indicate ownership information, type of inclusionary unit (for-sale or rental), the number and size of the inclusionary units, the developer of the inclusionary units, the phasing and construction scheduling of the inclusionary units, commitments for inclusionary incentives and any other information required by the City

relative to the inclusionary housing requirement. In the case of alternatives to the inclusionary housing requirement, the agreement shall also contain the information required in this chapter pertaining to the alternative. Upon completion, the inclusionary housing agreement shall be recommended for approval by the City Council at the next regular City Council meeting. The inclusionary housing agreement shall provide a direct financial contribution by the City in the amount of not less than one hundred dollars (\$100) per inclusionary unit.

No final map shall be approved and no grading permit or building permit shall be issued by the City prior to the full execution and recordation of the inclusionary housing agreement against the property.

(B) Action on Inclusionary Housing Agreement. The City Council shall approve the inclusionary housing agreement upon a finding that the agreement meets all the requirements of this chapter and shall direct that the agreement be recorded upon the subject property.

(C) Affordable Rental and Affordable Housing Agreements. Prior to obtaining a certificate of occupancy for a development project which includes inclusionary units, the developer shall cause an affordable rental agreement to be executed between the owner of the property and the City which shall be recorded with the county recorder's office against the parcels identified in the inclusionary housing agreement as being inclusionary units, in a form reviewed and approved by the City Attorney. Where the inclusionary unit is a for-sale unit within a development project, prior to obtaining a certificate of occupancy for that unit the developer shall cause an affordable sale agreement to be executed between the initial owner of the inclusionary unit and the City, which shall be recorded with the county recorder's office against the parcel, in a form reviewed and approved by the City Attorney.

(D) Administrative of Affordability for Rental Inclusionary Housing. The owner of rental inclusionary units or for-sale inclusionary units offered for rent shall be responsible for certifying the income of the tenant or owner to the City at the time of initial rental and annually thereafter. The owner of a for-sale inclusionary unit shall certify to the City the income of the initial purchaser.

(E) Accessory Dwellings. Prior to obtaining a certificate of occupancy for an accessory dwelling which is designated as an inclusionary units pursuant to an inclusionary housing agreement, the developer shall cause an affordable sale agreement to be executed between the initial owner of the accessory dwelling unit and the City, which shall be recorded with the county recorder's office against the accessory dwelling unit, in a form reviewed and approved by the City Attorney.

(F) Guidelines. The Community Development Director may develop additional guidelines as necessary for implementation of this chapter.

(G) Appeal. Where the provisions of this Chapter vest the Planning Commission with final decision making authority, any applicant aggrieved by the decision of the Planning Commission may appeal the decision to the City Council, within ten (10) days of the final decision of the Planning Commission. Any appeal of a decision of the Planning Commission must be filed with the City Clerk. The City Clerk shall set the appeal before the City Council within forty (40) days of receipt of the appeal.

#### **Section 17.200.100 Monitoring of Inclusionary Housing**

(A) Developers. Developers that have entered into an inclusionary housing agreement requiring the provision of inclusionary housing units will be monitored by the City annually to assure compliance with the inclusionary housing agreement.

(B) Inclusionary Units. Inclusionary housing units developed within the City will be monitored by the City annually to verify that the units remain affordable in accordance with Section 17.200.080(B) of this chapter.

(C) Reporting. An annual reporting mechanism shall be created by the City to identify the number of inclusionary housing units that have been required for development within the City by inclusionary housing agreements during the annual reporting period and shall include the number of inclusionary housing units that have actually been developed during the annual reporting period. The report shall also include the results of the monitoring of developers and inclusionary units already in existence.

#### **Section 17.200.110 Administrative and In-Lieu Fees**

The City Council may, by resolution, establish an in-lieu fee and reasonable fees and deposits to defray costs of processing applications, proposals pursuant to this Chapter.

#### **Section 17.200.120 Enforcement and Penalties**

It is unlawful to offer for sale or to rent or lease any inclusionary unit without compliance with this Chapter. Any person who violates any provision of this Chapter shall be guilty of a misdemeanor. Any person who violates any provision of this Chapter shall be guilty of a separate offense for each and every day which any person commits, continues, permits, or causes a violation thereof and, shall be punished accordingly.

#### **SECTION 3.**

Section 17.60.030(B) of Chapter 17.60 of the Winters Zoning Code pertaining to affordable housing requirements for individualized projects is hereby repealed in its entirety.

#### **SECTION 4. Effective Date.**

This Ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall

cause this Ordinance to be published and posted in accordance with 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on December 15, 2009, and was passed and adopted at a regular meeting of the City Council held on January 5, 2010 by the following vote:

**AYES:** Council Members Aguiar-Curry, Fridae, Stone and Mayor Martin

**NOES:** None

**ABSENT:** Council Member Anderson

**ABSTAIN:** None

\_\_\_\_\_  
Michael Martin, MAYOR

**ATTEST:**

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

1160228.15

*Attachment #5 - 2nd Amendment to Development Agreement (Highlands)*

**SECOND AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF WINTERS  
AND  
GBH-WINTERS HIGHLANDS, LLC  
[WINTERS HIGHLANDS SUBDIVISION]**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "**Second Amendment**") is entered into as of February 19<sup>th</sup>, 2009 ("**Effective Date**"), by and between the CITY OF WINTERS, a municipal corporation, (the "**City**"), and GBH-WINTERS HIGHLANDS, LL C, a California limited liability company (the "**Developer**").

**Recitals**

A. The City and the Developer have heretofore entered into a Development Agreement \* executed as of May 25, 2006 (the "**Development Agreement**"), and a First Amendment to Development Agreement executed as of December 21, 2006 (the "**First Amendment**"), providing for the residential development of certain real property commonly referred to as the Winters Highlands 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. \* *Recorded Document No. 2006-0020954*

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 has threatened the economic viability of the Project.

C. In an effort to restore the economic viability of the Project, encourage Developer to invest in the City of Winters, and provide new housing, the City and the Developer desire to enter into this First Amendment to make certain modifications to the Development Agreement as set forth herein.

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 65867. As required by Government Code Section 65867.5, the 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 November 25, 2008, the City of Winters Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of Development Agreement review, recommended approval of this Second Amendment. On January 6, 2009, the City of Winters City Council adopted its Ordinance No. 2008-15 approving this Second Amendment and authorizing its execution, and that Ordinance ("**Enacting Ordinance**") became effective on February 5, 2009.

## Agreement

### Section 1. Amendment to Sections 1.1.23, 1.1.25, and 2.2 "Property"

Sections 1.1.23, 1.1.25 and 2.2 of the Development Agreement are amended by replacing the old Yolo County Assessor's Parcel Numbers 030-220-17, 030-220-19 and 030-220-33 with the new Yolo County Assessor's Parcel Numbers 030-220-17, 030-220-19, 030-220-49 and 030-220-50 to reflect updated Yolo County Assessor's Parcel Numbers. The project acreage remains the same.

### Section 2. Amendment to Section 2.3, Agreement to be Recorded; Effective Date; Term.

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

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

### Section 3. Amendment to Section 2.7, Whole Agreement; Conflict with Municipal Code.

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

- b. The provisions of Title 15, Chapter 15.72 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

### Section 4. Amendment to Section 3.6, Commencement of Development.

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

- a. The Developer shall have sole discretion to determine when the final map for Phase I of the Winters Highlands Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.
- b. Deleted.

Section 3.6, paragraphs c. and d., of the Development Agreement shall remain unchanged.

### Section 5. Amendment to Section 3.7, Maximum Number of Building Permits Per Year; Non-Market Rate Units.

Section 3.7. of the Development Agreement, as previously amended in the First Amendment, is replaced in its entirety and shall read as follows:

a. To provide for orderly growth within the City of Winters, the Developer shall be entitled to apply for and receive no more than the following number of single family residential building permits per year for the 413 market rate residential units (including the forty-one (41) lots to be offered for sale to local builders) in the Winters Highlands Subdivision. For purposes of this section, the first year commences upon the date that the first final map is recorded.

1. Year 1: 118
2. Year 2: 132
3. Year 3: 83
4. Year 4: 44
5. Year 5: 25
6. Years 6 through 10: 25 per year

The total of the above number of units is not reflective of the total number of residential units within the Winters Highlands Subdivision.

b. No building permit shall be issued for any residential lot for which the Developer has not made application at the time of the expiration of this Agreement, unless and until the City and Developer enter into a subsequent Development Agreement. This provision shall survive the termination of this Agreement.

c. Sixty-six (66) deed restricted affordable housing units shall be constructed in the Winters Highlands Subdivision pursuant to the City's land use regulations. Such affordable housing units are comprised of twenty-six (26) units for very low income households, twenty-five (25) units for low income households, and fifteen (15) units for moderate income households. The Developer may apply for and receive building permits for these units at any time during the term of the Agreement, provided however; the Developer must complete the construction of the affordable units within each Phase of the subdivision prior to the issuance of building permits for market rate units within any subsequent Phases. The permits for the affordable housing units are in addition to, and not part of, the number of units per year set forth in Section 3.7, paragraph a., above.

d. The purpose of limiting the number of building permits issued in any year is to allow the City to meter growth in such a manner that the total number of new units built per year, within the Winters Highlands Subdivision and within other properties, does not exceed the number which can reasonably be served with municipal and educational services without unduly impacting those existing units which receive such services.

e. In order to allow the Developer the flexibility to adjust to changing economic conditions, or other circumstances, and notwithstanding the provisions of Section 3.8b, the Developer may advance or defer up to fifty percent (50%) of its allocation of building permits in any one (1) year. For example, if Developer selects Year 3, then, up to 41 units can be advance to Year 2 or deferred to Year 4.

Section 6. Addition of Section 3.15, Deferral of Impact Fees.

Section 3.15 of the Development Agreement is added to read as follows:

In order to assist the Developer during these critical economic times, and to encourage the Developer to proceed with construction of new affordable and market rate housing within the City of Winters, except as otherwise provided for herein, the City hereby agrees to defer all development impact fees imposed by the City on building permits issued by the City on or before June 30, 2010, such that fifty percent (50%) of the impact fees shall be due at time of issuance of the building permit, and fifty percent (50%) shall be due at time of issuance of a certificate of occupancy. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval.

Section 7. Amendment to Section 4.2, On-Site Park Improvements.

Section 4.2, paragraphs b. and c., of the Development Agreement are replaced in their entirety and shall read as follows:

b. The City, through a public process, has or will create a conceptual design for the linear park, including improvements to the well site, and will provide the Developer with the conceptual design within twelve months from the recordation of the Second Amendment.

c. The Developer shall improve and construct the linear park concurrently with the construction of each Phase of the Subdivision, such that Lot X shall be developed concurrently with Phase I; Lot W shall be developed concurrently with Phase II; and Lot V shall be developed concurrently with Phase III. The park shall be constructed in accordance with the design provided and approved by the City, and in accordance with the City Public Works Improvement Standards and Construction Specifications. Any changes to the design or timing of construction shall be approved in writing by the City. If actual costs will exceed the estimated cost set forth in paragraph d. below, the parties will either (i) cooperate on a re-design of the improvements such that the actual cost does not exceed the estimated cost, or (ii) the City may elect, in its sole and absolute discretion, to fund the difference between the actual cost and estimated cost, for construction of the improvements as initially designed.

Section 4.2, paragraphs a. and d., of the Development Agreement shall remain unchanged.

Section 8. Amendment to Section 4.3, Off-Site Park Improvements.

Section 4.3, paragraph b., of the Development Agreement is amended by replacing the old phrase "prior to the recordation of the Final Map for Phase II of" with the new phrase, "no later than the issuance of the 118<sup>th</sup> building permit for."

Section 9. Amendment to Section 4.4, Funding For Police/Fire/Municipal Facilities.

Section 4.4 of the Development Agreement is replaced in its entirety and shall read as follows:

- a. The Parties acknowledge that the City intends to construct a joint use facility for police and fire services, and for a corporation yard, on the 3.45+/- acre parcel, a portion of which is shown on Exhibit F of the Development Agreement. In order to provide sufficient funds for the City to construct this facility, the Developer agrees to pay to the City the police facilities fee, the fire facilities fee, and the general municipal facilities fee for the Winters-Highlands Subdivision in either of the following manners, at the option of the Developer: (1) concurrently with the issuance of the first building permit, pay the above development impact fees at the then current rates for all 443 residential units, or (2) concurrently with the issuance of a building permit, pay the above development impact fees at the then current rates for only that unit.
- b. If the Developer elects to pay the development impact fees for all 443 residential units concurrently with the issuance of the first building permit, then each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit. If at the time of the issuance of a subsequent building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.

Section 10. Amendment to Section 4.6, Payment to Library Fund and Community Pool Fund.

Section 4.6, paragraph a., of the Development Agreement is replaced in its entirety and shall read as follows:

- a. Concurrently with the issuance of the first building permit for Phase I, the Developer shall pay to the City the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) and concurrently with the issuance of the first building permit for Phase II, the Developer shall pay to the City the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000), for an aggregate payment of ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000). This amount shall be kept in a separate account designated for library improvement funds by the City and used solely for constructing, maintaining, and/or improving a public library facility in the City of Winters.

Section 4.6, paragraph b., of the Development Agreement, as amended in the First Amendment, shall remain as set forth in the First Amendment.

Section 11. Amendment to Section 4.7, Wastewater Treatment Plant Expansion.

Section 4.7 of the Development Agreement, and as previously amended in the First Amendment, is replaced in its entirety to read as follows:

- a. An expanded and upgraded Wastewater Treatment Plant ("WWTP") is needed in order to treat the wastewater from the Winters Highlands Subdivision, and other developing properties within the City. The Developer shall be required to fund the cost of the expansion and upgrade project (referred to as "WWTP Phase II"), which would expand the capacity of the WWTP to approximately 1.2 million gallons per day, in accordance with the terms of this Section 4.7.
- b. The Developer shall be required to provide funding for WWTP Phase II in excess of the Developer's fair share obligation, and shall receive credit and/or reimbursement for such excess funding, pursuant to the terms of a credit and/or reimbursement agreement, which agreement shall be negotiated and executed by the Parties prior to the approval of the Final Map for Phase I for the Winters Highlands Subdivision.
- c. Notwithstanding any provision to the contrary, Developer's funding obligation pursuant to this Section 4.7 shall not be greater than EIGHT MILLION DOLLARS (\$8,000,000). Developer agrees to work with City to create a financing plan and mechanism for WWTP Phase II. The Developer shall provide funding as follows:
1. On or before June 1, 2011, the Developer shall provide funding to the City in the amount estimated as necessary by the City Engineer to fully pay for the cost of designing the WWTP Phase II. Sixty (60) days prior to June 1, 2011, the City shall provide written notification to the Developer of the estimated amount needed for design costs.
  2. On or before June 1, 2012, the Developer shall provide funding to the City in the amount estimated as necessary to fully pay for the acquisition of land necessary for the construction of the WWTP Phase II. This amount shall include the estimated cost of the land (based upon an appraisal) and administrative, legal and environmental review costs directly related to the land acquisition. Sixty (60) days prior to June 1, 2012, the City shall provide written notification to the Developer of the estimated amount needed for land acquisition costs.
  3. On or before June 1, 2013, the Developer shall provide funding to the City in the amount estimated by the City Engineer as necessary to pay for the cost of constructing the WWTP Phase II, up to the funding limit specified above. One hundred and twenty (120) days prior to June 1, 2013, the City shall provide written notification to the Developer of the estimated amount needed for construction of the WWTP Phase II.
- d. In consideration of Developer's commitment to provide funding as set forth in this Section 4.7, City agrees to provide sewer connections for each residential unit within Phases I, II and III of the Winters Highlands Subdivision prior to completion of WWTP Phase II, subject to the following conditions, which must be satisfied prior to the issuance of a Building Permit for each residential unit:
1. Developer is in compliance with the terms of this Agreement, including this Section 4.7;
  2. The Building Permit for the applicable residential unit has been issued prior to June 1, 2014; and
  3. No circumstances beyond the control of the City have occurred. For the purposes of this subsection d.3., "circumstances beyond the control of the City" shall

include, but are not limited to, acts of God, natural disasters, and acts of the State and/or federal government.

e. The Developer acknowledges and agrees that the City shall not be required to approve or record a Final Map for Phase IV and Phase V of the Winters Highlands Subdivision until and unless the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase of the Winters Highlands Subdivision, provided, however, if the WWTP Phase II is then completed and operational, City shall reserve from the capacity represented by such expansion the amount needed to serve the remaining residential units within the Winters Highlands Subdivision. This reservation of capacity shall expire upon the termination of the Development Agreement.

Section 12. Amendment to Section 4.9, Urban Water Management Plan.

Section 4.9 of the Development Agreement is amended by replacing the old phrase "Prior to the recordation of the Final Map for Phase I" with the new phrase, "No later than the issuance of the 118th building permit."

Section 13. Amendment to Section 4.10; Water Well.

Section 4.10 of the Development Agreement is replaced in its entirety and shall read as follows:

a. A water well is required in order to provide water service to the Winters Highlands Subdivision and other developing properties. A second water well may be required, depending upon the productivity of the first water well.

b. Conditions of Approval No. 37.- (Mitigation Measure 15) and No. 140, in part, require the Developer to advance the costs for the design and construction of a water well if not already constructed by others, and alternatively, to pay its fair share obligation if the first water well is constructed by others. In addition, the Conditions of Approval require the Developer to advance the costs for the design and construction of a second water well, if the City Engineer determined that a second well is necessary in order to serve the Winters Highlands Subdivision.

c. The City Engineer has determined that the water well, referred to as "Well No. 7", shall be located at the southern portion of the Hudson-Ogando Subdivision. Another developer has completed the first phase of construction of Well No. 7, which includes the actual development of the well. Acceptance of these improvements by the City is contingent upon (1) conveyance of the property by such developer to City in accordance with Section 4.2, and (2) assignment by such developer to City of all design plans for the construction of the second phase of Well No. 7.

d. City intends to fund, but is not obligated to fund, the construction of the second phase of Well No. 7, which includes the pump station and site improvements, subject to the availability of funds. Should the City fund 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. Funding of the second phase of Well No. 7 by the City is contingent upon (1) available funding, (2) conveyance of the property by another developer to City, and (3) assignment by such other developer to City of all design plans for the construction of the second phase of Well No. 7.

e. Developer acknowledges and agrees that it will be required to pay the full amount of water development impact fees at the time of issuance of each building permit for the development, which shall be used, in part, to reimburse City for the costs of constructing Well No. 7.

f. 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 reimbursement agreement in accordance with the provisions of section 3.10 of the Agreement.

g. The Developer understands and acknowledges that Building Permits shall not be issued for any residential unit within the Winters Highlands Subdivision until the construction of Well No. 7 is completed, accepted and placed in service by City. In the event that the City does not fund the construction of the second phase of Well No. 7, Developer will be required to fund and construct the second phase of Well No. 7 prior to the issuance of Building Permits, if it desires to proceed with the development of the Winters Highlands Subdivision.

h. The Developer agrees to dedicate a second well site acceptable to the City and at no cost to the City. Developer also agrees to construct a second water well or pay its *pro rata* share of the cost of such facility, upon demand by the City Engineer. If Developer fails to dedicate the site, construct or pay for such facility upon demand and as determined by the City Engineer, then the City may withhold the issuance of Building Permits for the Winters Highlands Subdivision, in addition to other remedies available to the City.

Section 14. Amendment to Section 4.15; Miscellaneous Contributions.

Section 4.15, paragraphs a., b., c., and d., of the Development Agreement are amended by replacing the old phrase "Prior to the recordation of the Final Map for Phase I" with the new phrase, "No later than the issuance of the 118th building permit."

Section 4.15, paragraph d. of the Development Agreement is amended to add the following new sentence to the end of the paragraph: "Any payments by Developer to City for economic development projects shall be a credit against the above amount."

Section 15. Amendment to Exhibit F, Phasing Schedule.

Exhibit F to the Development Agreement is replaced in its entirety with new Exhibit F, attached to this Second Amendment.

**Section 16. Force and Effect**

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

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

<b>CITY:</b>	<b>DEVELOPER:</b>
CITY OF WINTERS  <u>Michael Martin</u> Mayor	GBH-WINTERS HIGHLANDS, LLC a California limited liability company By: <u>[Signature]</u> Its: <u>Manager</u>
<b>APPROVED AS TO FORM:</b>  <u>[Signature]</u> JOHN C. WALLACE CITY ATTORNEY	
<b>ATTEST:</b>  <u>[Signature]</u> NANCI MILLS CITY CLERK	

# EXHIBIT F

2260-3  
November 22, 2005

## EXHIBIT A-1

LEGAL DESCRIPTION  
for  
PARCEL "A"  
DEDICATION TO THE CITY OF WINTERS  
for  
HOFFMAN LAND DEVELOPMENT COMPANY

That real property situate in the City of Winters, Yolo County, State of California, lying in the South half of Section 21, Township 8 North, Range 1 West, Mount Diablo Meridian, being a portion of that Parcel described in Doc-2004-0007937-00, Yolo County Records, also being a portion of Lot 3, Bank of Yolo Subdivision, Book 3 of Maps and Surveys, at Page 23, more particularly described as follows:

BEGINNING at a point on the Eastern line of said Parcel described in Doc-2004-0007937-00, said point bears North  $00^{\circ}00'23''$  East 159.85 feet from the Southwest corner of Lot A, as said Lot appears on Subdivision Map No. 4284 "CARTER RANCH PHASE 1", filed for record in the Yolo County Recorder's Office, in Book 2000 of Maps, at Page 170; thence, from said POINT OF BEGINNING, leaving said Eastern line, North  $89^{\circ}59'37''$  West 161.78 feet to the Westerly line of said Parcel; thence North  $00^{\circ}03'41''$  East 374.65 feet; thence South  $89^{\circ}59'37''$  East 162.22 feet to a point on the Eastern line of said Parcel, said point also being the Western line of Main Street, as shown on said Subdivision Map No. 4284; thence, along said line and the Western line of said Lot A, South  $00^{\circ}00'23''$  West 374.65 feet, more or less, to the POINT OF BEGINNING.

The parcel of land described above contains 1.39 acres, more or less.

End of description.

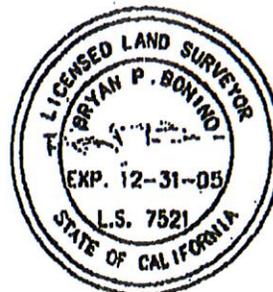


EXHIBIT A-2

LEGAL DESCRIPTION  
for  
PARCEL "B"  
DEDICATION TO THE CITY OF WINTERS  
for  
HOFFMAN LAND DEVELOPMENT COMPANY

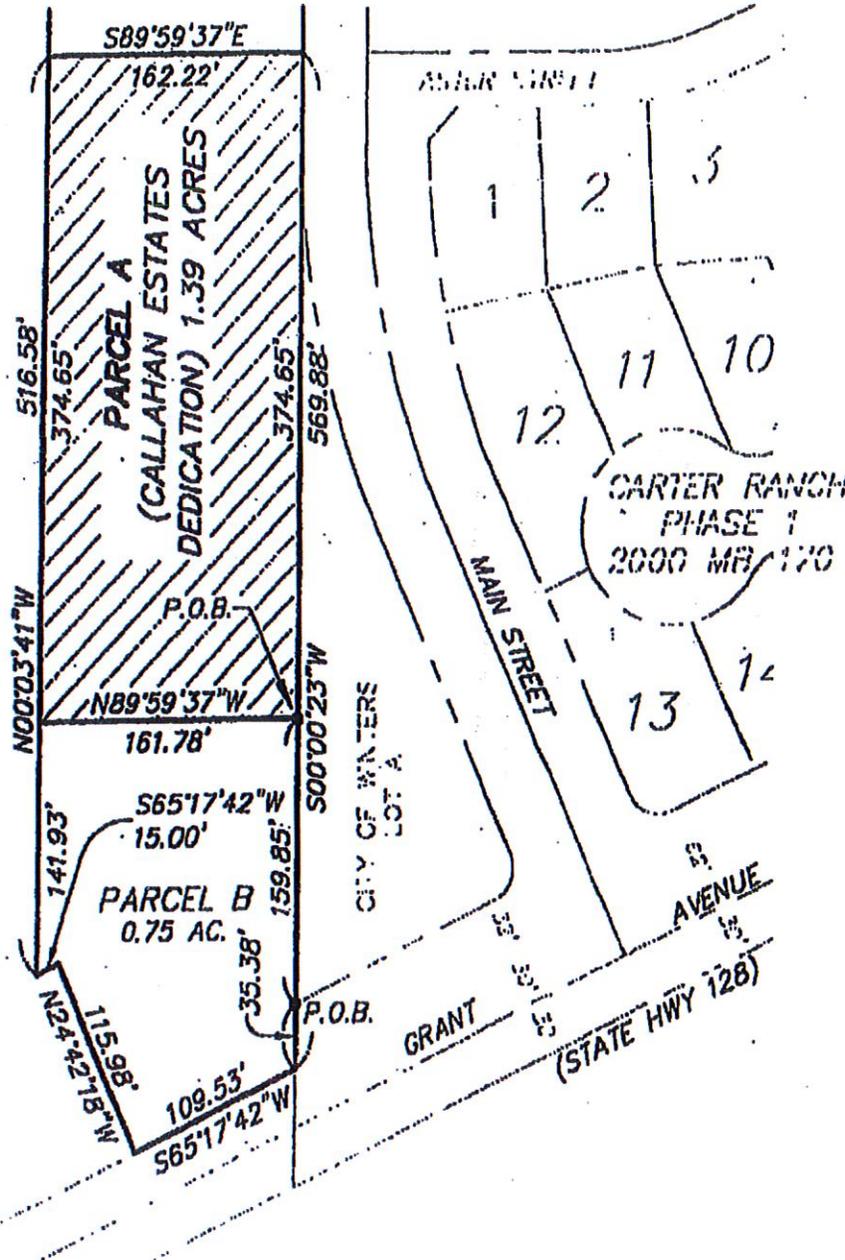
That real property situate in the City of Winters, Yolo County, State of California, lying in the South half of Section 21, Township 8 North, Range 1 West, Mount Diablo Meridian, being a portion of that Parcel described in Doc-2004-0007937-00, Yolo County Records, also being a portion of Lot 3, Bank of Yolo Subdivision, Book 3 of Maps and Surveys, at Page 23, more particularly described as follows:

BEGINNING at a point on the Eastern line of said Parcel described in Doc-204-0007937-00, said point also being the Southwest corner of Lot A, as said Lot appears on Subdivision Map No. 4284 "CARTER RANCH PHASE 1", filed for record in the Yolo County Recorder's Office, in Book 2000 of Maps, at Page 170; thence, along said Eastern line, South 00°00'23" West 35.38 feet to the Southeast corner of said Parcel; thence, along the boundary line of said Parcel, South 65°17'42" West 109.53 feet; thence North 24°42'18" West 115.98 feet; thence South 65°17'42" West 15.00 feet; thence North 00°03'41" West 141.93 feet; thence, leaving said boundary line, South 89°59'37" East 161.78 feet to the Easterly boundary line of said parcel; thence, along said line, South 00°00'23" West 159.85 feet, more or less, to the POINT OF BEGINNING.

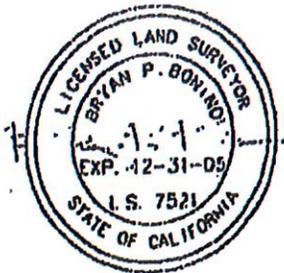
The parcel of land described above contains 0.75 acres, more or less.

End of description.





SCALE: 1" = 100'



**LM**  
 LAUGENOUR AND MEIKLE  
 CIVIL ENGINEERING  
 LAND SURVEYING  
 PLANNING  
 608 GOVNI STREET, WOODLAND, CA 95695  
 PHONE (530) 662-1725  
 FAX (530) 662-4607

**EXHIBIT A-3**  
**DEDICATION TO THE CITY OF WINTERS**

A PORTION OF LOT 3, BANK OF YOLO  
 SUBDIVISION, BOOK 3, MAPS & SURVEYS,  
 PAGE 23 BEING A PORTION OF SECTION 21,  
 TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.M.  
 YOLO COUNTY, CALIFORNIA

SHEET 1 OF 1

NOVEMBER 22, 2005

DEDICATOR EXHIBIT