



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, July 7, 2015
6:30 p.m.
AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Woody Fridae, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Pierre Neu*

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

5:30 p.m. – Executive Session

AGENDA

Safe Harbor for Closed Session – Pursuant to Government Code Section 54954.5

Pursuant to Government Code Section 54957 - Public Employee Performance Evaluation – City Manager

6:30 p.m. – Regular Session

AGENDA

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 16, 2015 (pp. 5-11)
- B. Chamber of Commerce Request for Street Closure for Annual Earthquake Street Festival (pp. 12-14)
- C. Resolution 2015-34, a Resolution of the City Council of the City of Winters for the Approval and Adoption of the Quality Assurance Program (QAP) for Federal-Aid Transportation Projects (pp. 15-37)
- D. Amplified Sound Permit Application Submitted by the Winters High School Class of 2005 (pp. 38-40)

DISCUSSION ITEMS

- 1. Public Hearing and Consideration of the Project Application for the Winters Pacific Gas & Electric (PG&E) Gas Operations Technical Training Center (pp. 41-237)

2. Public Hearing and Adoption of Resolution 2015-32, a Resolution of the City Council of the City of Winters for the Consideration of a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Project Funding Assistance for Multifamily Project in Support of Affordable Housing (pp. 238-245)
3. Authorize the City Manager to appoint a Staff Representative to a Joint Powers Authority (JPA) Working Group to Negotiate the Details of a JPA Agreement for Yolo County Housing (pp. 246-254)
4. Putah Creek Legal and Consulting Contingency Fund (pp. 255-260)
5. Water Rate Review and Approval of Prop. 218 Notice (pp. 261-275)
6. Downtown Hotel Project Site Contaminated Soil Disposal (276-277)

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

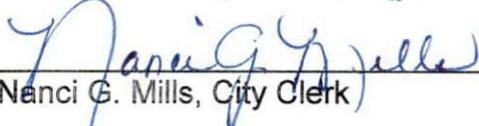
1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the July 7, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on July 1, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

During Council meetings – Right side as you enter the Council Chambers

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Wednesday at 10:00 a.m.

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Minutes of the Winters City Council Meeting
Held on June 16, 2015

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:31 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Pierre Neu, and Mayor Cecilia Aguiar-Curry
Absent: Council Member Woody Fridae
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief Sergio Gutierrez, Environmental Services Manager Carol Scianna, Housing Programs Manager Dan Maguire, Building Official Gene Ashdown, Police Sergeant Jose Ramirez, Police Officers Alan Pinette and Steve Moore, Community Services Officer Gail Jimenez and Management Analyst Tracy Jensen.

Police Chief Sergio Gutierrez led the Pledge of Allegiance.

Approval of Agenda: Mayor Aguiar-Curry requested that Discussion Items 7 and 8 be heard in reverse order. Motion by Council Member Cowan, second by Council Neu to approve the agenda with this change. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Alison and Mikenzie Hapworth-Eldridge, 803 Suffolk Place, asked Council to extend an act of conservation towards the animals in Putah Creek and re-locate them as they enjoy seeing the animals in their natural habitat. Currently there is an on-line petition containing 540 signatures to stop the creek project.

David Cliché, 621 Snapdragon St., asked why the Building Division is being moved to the Public Safety Facility and said City services should be kept at one location. If the intent is to move, building and planning should be located the same place as the records. He requested that it be planned out carefully and added that consolidation is the best course of action.

Don Jordan of Jordan Construction supports David's comments in that building and planning should remain together. No other City or County separates these two departments.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, June 2, 2015
- B. Final Acceptance of Public Improvements for "Mermod Road" – 3 lot project
- C. Amplified Sound Permit for July Gazebo Concerts
- D. Agreement Amendment with Drake-Haglan for Construction Support Services
- E. Homeless Coordination Project Agreement
- F. Professional Services Contract with Wallace Kuhl & Associates for Environmental Consulting Services for City-owned Properties Being Sold in Conjunction with the Downtown Hotel Project
- G. Street Closure Request Submitted by Iron Steed HOG (Harley Owner Group) of Vacaville
- H. Consideration of Resolution 2015-31, a Resolution of the City Council of the City of Winters Accepting the Dedication of Land as Described in the Recorded Maps of Putah Creek Hamlet No. 1, Phase 2 and Approval of First Amendment to Conservation Easement Deed with Sacramento Valley Conservancy
- I. Approval of Courtesy Review of Submitted Plans for the PG&E Gas Operational Training Center – 4LEAF, Inc.

City Manager Donlevy gave an overview of the Consent Calendar. Motion by Council Member Cowan, second by Council Member Anderson to approve items A-E and H. Motion carried with the following vote:

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

Council Member Anderson then recused himself for items F, G, and I.

Motion by Council Member Neu, second by Council Member Cowan to approve items F, G, and I. Motion carried with the following vote:

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

Council Member Anderson returned to the dais.

PRESENTATIONS

Police Chief Sergio Gutierrez introduced new Winters Police Officer David Gonzalez, who joined the police force on June 8th and has begun his 14-weeks of field training. David's mother, Maria Gonzalez, pinned his police badge onto his uniform and City Clerk Nanci Mills swore him into office. David then introduced his family and friends and thanked them for their support.

DISCUSSION ITEMS

1. Resolution 2015-25 Approving A Contract with NBS for Updating Water Rate Study

Director of Financial Management Shelly Gunby gave an overview. Following Council's discussion that included Chromium 6, tiered rates and current water conservation efforts, motion by Council Member Neu, second by Council Member Cowan to approve Resolution 2015-25, approving a contract with NBS to prepare a revised rate model for implementation of adjusted water rates. Motion carried with the following vote:

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

2. Resolution 2015-26 Approving Implementation of GovPayNet to Accept Payments via Credit Card

Director of Financial Management Shelly Gunby gave an overview and said cardholders would pay the fees directly to GovNetPay for the convenience of using their credit card, therefore no fees would be assessed to the City of Winters. Staff will look into a new cash register or computer for the Finance and PD/FD counters that would allow for customers to swipe their credit cards themselves, never relinquishing their credit card to staff.

Motion by Council Member Cowan, second by Council Member Neu to approve Resolution 2015-26, approving implementation of GovPayNet to accept payments via credit card. Motion carried with the following vote:

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

3. Police Department Budget Adjustment for Purchase of Police Vehicles

Police Chief Sergio Gutierrez gave an overview and said the Chevy Tahoe has a low center of gravity, making the vehicles good for pursuit and patrol. Mayor Aguiar-Curry inquired about the City receiving the sales tax in the event the vehicles could be delivered by the dealership. Regarding the servicing of the vehicles, Chief Gutierrez confirmed that although the vehicles would be purchased in Folsom, any Chevrolet dealer could perform the periodic maintenance.

Motion by Council Member Neu, second by Council Member Anderson to approve Resolution 2015-29, amending the 2015-2016 budget for the purchase of two new police pursuit vehicles. Motion carried with the following vote:

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

4. Appointment of Planning Commissioners

City Clerk Nanci Mills gave an overview.

Motion by Council Member and Planning Commission Selection Committee member Cowan, second by Council Member and Planning Commission Selection Committee member Neu to re-appoint Pat Riley and Bill Biasi and to appoint Frank Neal to fill the vacancy left by Luis Reyes, to be effective July 1, 2015. Motion carried with the following vote:

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

5. Part Time Sick Leave Policy – In Order to Comply with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522)

Director of Administrative Services Nanci Mills gave an overview. California is the second state to provide paid sick leave. AB 1522, which went into effect on January 1, 2015, entitles employees to three days paid sick leave after 30 days of employment (accrued by the hour), beginning on July 1, 2015, and can use their paid sick leave after 90 days of employment. This provision applies to both private and public employers. After being reviewed by legal counsel, paid sick leave will not be carried over or cashed out.

Motion by Council Member Anderson, second by Council Member Neu to approve staff recommendation and adopt the Part Time Sick Leave Policy in order to comply with the Healthy Workplaces, Healthy Families Act of 2014 (AB 1522.) Motion carried with the following vote:

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

6. Designation of a Voting Delegate and Alternates for the League of California Cities Annual Conference

Council designated Council Member Fridae as the League of California Cities voting delegate if he attends the annual conference in San Jose from 9/30-10/2, 2015, with Council Member Anderson being named as the alternate voting delegate.

7. Resolution 2015-30, A Resolution of the City Council of the City of Winters Directing and Authorizing Acceptance of the Transfer of A Governmental Use Property from the Successor Agency to the Former Community Development Agency of the City of Winters, Pursuant to Health and Safety Code Section 34181

Council Member Anderson recused himself due to a possible conflict of interest and did not return to the dais.

Director of Financial Management Shelly Gunby gave an overview. Motion by Council Member Cowan, second by Council Member Neu to approve Resolution 2015-30 authorizing acceptance of the transfer of a governmental use property (23 Main Street, APN 003-204-012) from the Successor Agency for continued use as a mini park. Motion carried with the following vote:

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

8. Downtown Parking Update

City Manager Donlevy announced the first meeting of the Parking Committee will be an organizational meeting and will be held on June 24th @ 5:00 p.m. A proposal from Walker Parking Consultants will be reviewed by the Committee. Notice of the meeting will be posted in the City Hall directory at least 72 hours in advance to meet Brown Act requirements.

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

1. Resolution SA-2015-06 A Resolution of the Successor Agency to the Former Community Development Agency of the City of Winters Directing and Authorizing the transfer of a Governmental Use Property to the City of Winters Pursuant to Health and Safety Code Section 34181

The Successor Agency was opened by Vice Chair Aguiar-Curry at 7:58 p.m.

Director of Financial Management Shelly Gunby gave an overview.

Motion by Agency Member Cowan, second by Agency Member Neu to approve Resolution SA-2015-06 authorizing the transfer of a governmental use property (23 Main Street, APN 003-204-012) to the City of Winters for continued use as a mini park. Motion carried with the following vote:

AYES: Agency Members Cowan, Neu, Vice Chair Aguiar-Curry
NOES: None
ABSENT: Agency Member Anderson and Chairman Fridae
ABSTAIN: None

Agency Vice Chair Aguiar-Curry closed the Successor Agency at 8:00 p.m.

CITY MANAGER REPORT: Visited Assembly Member Dodd's office today and met with Senator Boxer's Chief of Staff. The car bridge will be closing for two days from 4:00 a.m. to 2:00 p.m. – Tuesday, June 30 and Tuesday, July 7 to pour the arches. The Planning Commission meeting on 6/11/15 went well. The Planning Commission was well prepared and asked some good questions. PG&E Academy Director Brian Trumble wants to meet with Police, Fire, Solano College and Winters High School to incorporate PG&E programs into the community and also asked about first responder training. UCD Biology team will be on the creek project to protect the mammals. Staff will begin an intensive public information campaign. Cal Trans has posted a "narrow bridge" sign on the I-505 overpass and installed push buttons for a crosswalk that isn't there. The Independence Weekend Fireworks Celebration will be held on Friday, July 3rd at Sellers Field due to the unavailability of a shooter on the 4th. In order to publicize the date of the fireworks celebration, staff will post road signs, include a message on the WHS marquee, contact the Express and post on the City's website.

INFORMATION ONLY

1. April 2015 Treasurer Report
2. April 2015 Investment Earnings Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:17 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing
SUBJECT: Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on August 28, 2015

RECOMMENDATION:

Approve the closure of Main Street between Railroad Avenue and First Street and East Main between Railroad Avenue and Elliot Street to allow for the Chamber of Commerce Earthquake Street Festival.

BACKGROUND:

The Winters Chamber of Commerce has requested the closure of Main Street between Railroad Avenue and First Street and the closure of East Main Street between Railroad Avenue and Elliot Street from 1:00 p.m. to 12:00 a.m. They have requested that barricades be placed at these intersections. The inclusion of the first block of East Main will be the dedicated kid's area of the Festival, which allows for the western half of Main Street (west of the mid-block crossing) to remain open until later in the afternoon.

If approved, closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

Per the City's Street Closure Ordinance, it requires Council approval on identified streets on the attached request form.

FISCAL IMPACT:

To be Determined (Police staff overtime, signage, barricade placement).



City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Sheeli Neal</u>	Organization: <u>Winters Chamber</u>
Address: <u>18 Main St.</u>	Mailing Address: <u>18 Main St.</u>
Telephone: <u>795-2329</u>	Today's Date: <u>6/17/15</u>
Streets Requested: <u>main st. from 1 Main to 22 Main / first Block of East Main</u>	
Date of Street Closure: <u>8/28/15</u>	Time of Street Closure: <u>1pm - Midnight</u>
Description of Activity: <u>Earthquake Street Festival event from 5pm - 11pm</u>	
Services Requested of City: <u>barriades + parking signage</u>	
APPROVED: _____ Police Department _____ Public Works Department	

City of Winters Request for Street Closure

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

Interno Real Estate	Juan P. Leonardi
April A. ...	Root Stock
John ...	
Admiral Schwesinger	Cloth Carousel (9414)
Debra ...	Winters Health Care
Comie Brown	Carmel's Hair Salon
Lena Marten	The Scoop
Mark Gomez	Putah Creek
James ...	STEADY EDDYS



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Alan L. Mitchell, City Engineer
SUBJECT: Resolution 2015-34, A Resolution of the City Council of the City of Winters for the Approval and Adoption of Quality Assurance Program (QAP) for Federal-Aid Transportation Projects

RECOMMENDATION: It is recommended that the City Council approve and adopt Resolution No. 2015-34, a Resolution of the City Council of the City of Winters, which approves the City of Winters Quality Assurance Program (QAP) – 2015 and authorizes the City Engineer to sign the document.

BACKGROUND: A Quality Assurance Program (QAP) describes sampling and testing procedures to ensure that the materials and workmanship incorporated into a transportation construction project are in conformance with the contract specifications. A QAP should be updated as needed, and at least once every five years. The City's current QAP was adopted on May 18, 2010.

Staff has taken the previous QAP approved in 2010 by Caltrans, and updated it. Caltrans District 3 Local Assistance Engineers have reviewed the document and deemed it adequate. Council authorization for the City Engineer to sign the document is requested, as the QAP must be approved by a CA Registered Engineer.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No immediate financial or policy implications. The costs associated with implementing the QAP are funded with project-specific funds.

ATTACHMENTS: Resolution 2015-34
QAP

RESOLUTION NO. 2015-34

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS FOR THE APPROVAL AND ADOPTION OF CITY OF WINTERS QUALITY ASSURANCE PROGRAM (QAP) – 2015, FOR FEDERAL-AID TRANSPORTATION PROJECTS, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SIGN THE QAP

WHEREAS, the City of Winters is responsible for the maintenance and upgrade of the City's transportation system; and

WHEREAS, the City establishes various projects to maintain and upgrade the City's transportation system; and

WHEREAS, Federal and State Share funds may be used for improvements associated with the various projects; and

WHEREAS, Caltrans requires that every local agency receiving funds for a Federal-aid transportation project must have a Quality Assurance Program (QAP) that describes sampling and testing procedures to ensure that the materials and workmanship incorporated into a construction project are in conformance with the contract specifications; and

WHEREAS, the City prepared the City of Winters Quality Assurance Program (QAP) – 2015 in accordance with State requirements, which must be signed by a CA Registered Engineer.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that Council approved the adoption of the City of Winters Quality Assurance Program (QAP) – 2015, and authorizes the City Engineer to sign it on the City's behalf.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Winters at a regular meeting held on the 7th day of July, 2015 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CECILIA AQUIAR-CURRY, MAYOR

ATTEST:

NANCI MILLS, CITY CLERK

CITY OF WINTERS
QUALITY ASSURANCE PROGRAM (QAP) 2015

PURPOSE

The purpose of this Program is to provide assurance that materials incorporated into construction projects are in conformance with contract specifications. This Program should be updated every five years or more frequently if there are changes to testing frequencies or to the tests themselves. To accomplish this purpose, the following terms and definitions will be used:

DEFINITIONS OF TERMS

- Acceptance Testing (AT) – Sampling and testing, or inspection, to determine the degree of compliance with contract requirements.
- Independent Assurance Program (IAP) – Verification that AT is being performed correctly by qualified testers and laboratories.
- Quality Assurance Program (QAP) – A sampling and testing program that will provide assurance that the materials and workmanship incorporated into the construction project are in conformance with the contract specifications. The main elements of a QAP are the AT and IAP.
- Source Inspection – AT of manufactured and prefabricated materials at locations other than the job site, generally at the manufactured location.

APPLICABILITY

This Program shall be used by the City of Winters for all federal-aid transportation projects on the State Highway System (SHS). Its use is mandatory for federal-aid projects and recommended for other City projects.

California Test methods will be used to meet the QAP requirements for projects on the State Highway System (SHS). The following QAP documents are to be used: The California Department of Transportation (Caltrans) Construction Manual and The Caltrans Independent Assurance (IA) Manual.

MATERIALS LABORATORY

The City of Winters will use their own materials laboratory or a private consultant materials laboratory to perform AT on Federal-aid and other designated projects. The materials laboratory shall be under the responsible management of a California Registered Engineer with experience in sampling, inspection, and testing of construction materials. The Engineer shall certify the results of all tests performed by laboratory personnel under the Engineer's supervision. The material laboratory shall contain certified test equipment capable of performing the tests conforming to the provisions of this QAP.

The materials laboratory used shall provide documentation that the laboratory complies with the following procedures:

1. Correlation Testing Program – The materials laboratory shall be a participant in one or more of the following testing programs:
 - a. AASHTO Materials Reference Laboratory (AMRL)
 - b. Cement and Concrete Reference Laboratory (CCRL)
 - c. Caltrans' Reference Samples Program (RSP)

2. Certification of Personnel – The materials laboratory shall employ personnel who are certified by one or more of the following:
 - a. Caltrans District Materials Engineer
 - b. Nationally recognized non-Caltrans organizations such as the American Concrete Institute, Asphalt Institute, National Institute of Certification of Engineering Technologies, etc.
 - c. Other recognized organizations approved by the State of California and/or recognized by local governments or private associations.

3. Laboratory and Testing Equipment – The materials laboratory shall only use laboratory and testing equipment that is in good working order. All such equipment shall be calibrated at least once each year. All testing equipment must be calibrated by impartial means using devices of accuracy traceable to the National Institute of Standards and Technology. A decal shall be firmly affixed to each piece of equipment showing the date of the last calibration. All testing equipment calibration decals shall be checked as part of the IAP.

ACCEPTANCE TESTING (AT)

AT will be performed by a materials laboratory certified to perform the required tests. The tests results will be used to ensure that all materials incorporated into the project are in compliance with the contract specifications.

Testing methods will be in accordance with the CT Methods or a nationally recognized standard (i.e., AASHTO, ASTM, etc.) as specified in the contract specifications. If not so specified in the contract specifications, samples shall be taken at the locations and frequencies as shown in Attachment 1, "Acceptance Sampling and Testing Frequencies".

INDEPENDENT ASSURANCE PROGRAM (IAP)

IAP shall be provided by personnel from Caltrans, the City's certified materials laboratory, or consultant's certified materials laboratory. IAP will be used to verify that sampling and testing procedures are being performed properly and that all testing equipment is in good condition and properly calibrated.

IAP personnel shall be certified in all required testing procedures, as part of IAP, and shall not be involved in any aspect of AT.

IAP shall be performed on every type of materials test required for the project. Proficiency tests shall be performed on Sieve Analysis, Sand Equivalent, and Cleanness Value Tests. All other types of IAP shall be witness tests.

Poor correlations between acceptance tester's results and other test results may indicate probable deficiencies with the acceptance sampling and testing procedures. In cases of unresolved discrepancies, a complete review of AT shall be performed by IAP personnel, or an independent materials laboratory chosen by the City. IAP samples and tests are not to be used for determining compliance with contract requirements. Compliance with contract requirements is determined only by AT.

REPORTING ACCEPTANCE TESTING RESULTS

The following are time periods for reporting material test results to the Resident Engineer:

- When the aggregate is sampled at material plants, test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 24 hours after sampling.
- When materials are sampled at the job site, test results for compaction and maximum density should be submitted to the Resident Engineer within 24 hours after sampling.
- When soils and aggregates are sampled at the job site:
 - 1) Test results for Sieve Analysis, Sand Equivalent and Cleanness Value should be submitted to the Resident Engineer within 72 hours after sampling.
 - 2) Test results for "R" Value and asphalt concrete extraction should be submitted to the Resident Engineer within 96 hours after sampling.

When sampling products such as Portland Cement Concrete (PCC), cement-treated base (CTB), hot mix asphalt (HMA), and other such materials, the time of such sampling shall be varied with respect to the time of the day insofar as possible, in order to avoid a predictable sampling routine. The reporting of AT results, if not performed by the Resident Engineer's staff, shall be done on an expedited basis such as by electronic mail, fax, or telephone.

TESTING OF MANUFACTURED MATERIALS

During the Design phase of the project, the Project Engineer may submit a "Source Inspection Request" (See Attachment 2) to the City, consultant, or Caltrans for inspection and testing of manufactured and prefabricated materials by their materials laboratory. A list of materials that can be typically accepted on the basis of certified of compliance during construction is found in Attachment 3, "Construction Materials Accepted by a Certificate of Compliance". All certificates of compliance shall conform to the requirements of the contract specifications (See Attachment 4, "Examples of Vendor's Certificate of Compliance").

Should the City request Caltrans to conduct the source inspection, and the request is accepted, all sampling, testing, and acceptance of manufactured and prefabricated materials will be performed by Caltrans' Office of Materials Engineering and Testing Services.

For Federal-aid projects on the National Highway System (NHS), Caltrans will assist in certifying the materials laboratory and the acceptance samplers and testers. For Federal-aid projects off the NHS, Caltrans may be able to assist in certifying the materials laboratory and the acceptance samplers and testers.

PROJECT CERTIFICATION

Upon completion of a Federal-aid project, a "Materials Certificate" shall be completed by the Resident Engineer. The City shall include a "Materials Certificate" in the Report of Expenditures submitted to the Caltrans District Director, Attention: District Local Assistance Engineer. A copy of the "Materials Certificate" shall also be included in the City's construction records. The Resident Engineer in charge of the construction function for the City shall sign the certificate. All materials incorporated into the work which did not conform to specifications must be explained and justified on the "Materials Certification", including changes by virtue of contract change orders. See Attachment 5 "Example of Materials Certificates Exceptions".

RECORDS

All material records of samples and tests, material releases and certificates of compliance for the construction project shall be incorporated into the Resident Engineer's project file. If a Federal-aid project:

- The files shall be organized as described in Section 16.8 "Project Files" of the Local Assistance Procedures Manual.
- It is recommended that the complete project file be available at a single location for inspection by Caltrans and Federal Highway Administration (FHWA) personnel.
- The project files shall be available for at least three years following the date of the final project voucher.
- The use of a "Log Summary," (Attachment 6), facilitates reviews of material sampling and testing by Caltrans and FHWA, and assists the Resident Engineer in tracking the frequency of testing.

When two or more projects are being furnished identical materials simultaneously from the same plant, it is not necessary to take separate samples or perform separate tests for each project; however, copies of the test reports are to be provided for each of the projects to complete the records.

APPROVED BY: _____
(Signature)

(CE# and Expiration Date)

NAME: Alan L. Mitchell

DATE: _____

TITLE: City Engineer

Attachment 1 - Acceptance Sampling and Testing Frequencies

Note: It may be desirable to sample and store some materials. If warranted, testing can be performed at a later date.

Portland Cement (Hydraulic Cement)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Cement/fly ash (Sampling only)	8-lb. sample	If possible, take a least one sample per job, even if the material is accepted based on a Certificate of Compliance.	ASTM D75. C494 CT 125 AASHTO T127, M85, M295	Standard for sampling hydraulic cement or fly ash.
Cement (Testing Only)	8-lb. sample	If the product is accepted based on a Certificate of Compliance, testing is not required. If the product is not accepted using a Certificate of Compliance, test at least once per job.	ASTM C109 CT 515 AASHTO T106	If testing appears warranted, fabricate six 2-in. mortar cubes using the Portland (or hydraulic cement). Test for compressive strength.

Portl and Cement Concrete (Hydraulic Cement Concrete)

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Hydraulic Cement Concrete (Sampling & Testing)	50-lb. sample	Take one aggregate sample for each 1000 cu. yd. of PCC/HCC concrete. Test at least one sample per job.	ASTM D75 CT 125 AASHTO M6, T2, M80	Sample aggregate from belt or hopper (random basis).
Water (Sampling & Testing)	Take a two-quart sample using a clean plastic jug (with lining) and sealed lid. Sample at the point of use.	If the water is clean with no record of chlorides or sulfates greater than 1%, no testing is required. If the water is dirty do not use it. Test only when the chloride or sulfates are suspected to be greater than 1%.	CT 405, CT 422, CT 417 AASHTO R23	If testing appears warranted, test for chlorides and sulfates.



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Attachment 1 (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description of Comments
Air Entraining Admixtures (Sampling & Testing)	Take a one-quart sample using a clean, lined can or plastic bottle, if liquid. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, testing is not required. Take one sample per job. Prior to sampling, check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C233 AASHTO M154, T157, C260	If testing appears warranted, test for sulfates and chlorides Admixtures with sulfates and chlorides greater than 1% should not be used.
Water Reducers or Set Retarders (Sampling & Testing)	If liquid, take a 1-qt. sample using a clean plastic can. If powder, take a 2.5 lb. sample.	If the product is accepted based on a Certificate of Compliance, no testing is required. If not, test once per job. Prior to using this product, please check with Caltrans (METS) for acceptable brands and dosage rates.	ASTM C494 AASHTO M194	If testing appears warranted, test for sulfates and chlorides. Admixtures with sulfates and chlorides greater than 1% should not be used.
Freshly-Mixed Concrete (Sampling)	Approx. 150lb. (or 1 cu. ft.) near mixer discharge.	When tests are required, take at least one sample for each 500 to 1000 cu. yd. of PCC/HCC.	ASTM C172, C685 CT 539 AASHTO T141, M157	This describes a method to sample freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge.	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C143 AASHTO T119	This test determines the slump of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C360 CT 533	This test determines the ball penetration of the freshly-mixed concrete.
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C231 CT 504 AASHTO T152	This test determines the air content of freshly-mixed concrete (pressure method).
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	On projects with 500 cu. yd., or more, test at least one sample per job.	ASTM C138 CT 518 AASHTO T121	This test determines the unit weight of freshly mixed concrete.



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Attachement 1 (continued)

Portland Cement Concrete (Hydraulic Cement Concrete) – Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Freshly-Mixed Concrete (Testing)	Approx. 150 lb/ (or 1 cu. ft.) near mixer discharge	Fabricate at least two concrete cylinders per project. Test for compressive strength at least once for each 500 to 1,000 cu. yd. of structural concrete.	ASTM C39 CT 521 AASHTO T22	This test is used to fabricate 6" x 12" concrete cylinders. Compressive strengths are determined, when needed.
Freshly-Mixed Concrete (Testing)	Approximately 210 lb. of concrete are needed to fabricate three concrete beams.	One sample set for every 500 to 1,000 cu. yd. of concrete.	ASTM C78 CT 31 AASHTO T97 & T23	This test is used to determine the flexural strength of simple concrete beams in third-point loading

Soils and Aggregates

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate (Sampling)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D75 CT 125 AASHTO T2	This test describes the procedures to sample aggregate from the belt or hopper (random basis).
Fine Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 208 AASHTO T84	This test determines the apparent specific gravity of fine aggregates for bituminous mixes, cement treated bases and aggregate bases.
Fine Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C128 CT 207 AASHTO T84	This test determines the bulk specific gravity (SSD) and the absorption of material passing the No. 4 sieve.
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	CT 206	This test determines the cleanness of coarse aggregate.



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Attachment 1 (continued)

Soils and Aggregates - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Coarse Aggregate (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C127 CT 227 AASHTO T85	This test determines the specific gravity and absorption of coarse aggregate (material retained on the No. 4 sieve).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C136 CT 202 AASHTO T27	This test determines the gradation of soils and aggregates by sieve analysis.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM C117 AASHTO T11	This test determines the gradation for materials finer than the No. 200 sieve (by washing method).
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3744 CT 229 AASHTO T210	This test determines the Durability Index of soils and aggregates.
Soils and Aggregates (Testing)	One 50-lb. sample	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2844 CT 301 AASHTO T190	This test determines the Resistance Value (R-) and expansion pressure of compacted materials.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D2922 CT 231 AASHTO T238	This test determines field densities using the nuclear gage.
Soils and Aggregates (Testing)	One random location for every 2,500 sq. ft.	Take one sample for every 500 to 1,000 tons of materials. Test at least one sample per project.	ASTM D3017 CT 231 AASHTO T239	This test determines the water content using the nuclear gage.



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Attachment 1 (continued)

Asphalt Binder				
Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	CT 125 ASTM D 979 AASHTO T 168, T48	This procedure describes the proper method to sample the asphalt binder.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Sample once per job at the asphalt concrete plant.	ASTM D92, D117 AASHTO T 48	This test determines the flash point of the asphalt binder (by Cleveland open cup).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2872 & D92 CT 346 AASHTO T240 & T48	This test determines the rolling thin-film oven test (RTFO).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2042 AASHTO T44	This test determines the solubility of asphalt material in trichloroethylene.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity, (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D5 AASHTO T49	This test determines the penetration of bituminous material @ 77 degrees F and percentage of original penetration from the residue.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D113 AASHTO T51	This test determines the ductility of asphalt @ 77 degrees F.
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2170 AASHTO T201	This test determines the kinematic viscosity of asphalt @275 degrees F (Centistoke).



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Attachment 1 (continued)

Asphalt Binder - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D2171 AASHTO T202	This test determines the dynamic viscosity. (absolute viscosity of asphalt @ 140 degrees F by the Vacuum Capillary Viscometer Poises).
Asphalt Binder (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D36 AASHTO T53	This test determines the softening point of asphalt.

Asphalt Emulsified

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Sampling)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the sieve retention of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the weight per gallon of emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 AASHTO T59	This test determines the penetration of the emulsified asphalt.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D244 CT 330 AASHTO T59	This test determines the residue @ 325 degrees F evaporation of emulsified asphalt.



Attachment 1 (continued)

Asphalt Emulsified - Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D4402 AASHTO T201	This test determines the Brookfield viscosity.
Emulsified Asphalt (Testing)	One 0.5-gal. sample placed in a clean, sealed can.	Obtain one sample at the asphalt concrete plant for each 1,000 tons of asphalt concrete placed.	ASTM D88 AASHTO T72	This test determines the Saybolt-Furol viscosity of emulsified asphalt @ 77 degrees F (seconds).

Hot Mix Asphalt (Asphalt Concrete) - Concrete

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Sampling)	Obtain one 30-lb. sample each day of production	Obtain one sample at the asphalt concrete plant for each 5,000 tons of asphalt concrete placed.	ASTM D75, D140, D979 CT 125 AASHTO T 40, T168	This test describes the procedure to sample the asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Take one 4" x 8" core for every 500 ft of paved roadway.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the field density of street samples.
Asphalt Concrete (Testing)	Obtain one 30-lb. sample for each day of production	Obtain one sample for every five cores taken.	ASTM D1188, D1560, D1561, D5361 CT 304 AASHTO T246, T247	This test determines the laboratory density and relative compaction of asphalt concrete.
Asphalt Concrete (Testing)	4" x 8" cores	Obtain one sample for every five cores taken.	ASTM D2726, D1188, D5361	This test determines the specific gravity of compacted bituminous mixture dense- graded or non-absorptive.


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Attachment 1 (continued)

Hot Mix Asphalt (Asphalt Concrete) –Continued

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D1559 AASHTO T245	This test determines the resistance to plastic flow of prepared mixes as determined by the Marshall Method.
Asphalt Concrete (Testing)	One 30-lb sample	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM C117, D2172 (use Method B) AASHTO T164	This test determines the screen analysis of aggregates recovered from asphalt materials.
Geotextile Fabric (Placed Under the Asphalt Concrete) (Testing)	One 12 ft. x 3 ft. sample	Obtain one sample per job.	ASTM D4632 AASHTO M288	This test determines the weight per sq. yd. and grabs strength of geotextile fabrics.
Asphalt Concrete (Testing)	Sample any test location (random basis)	Obtain one sample for every 1,000 tons of asphalt concrete.	ASTM D2950 CT 375	This test determines the nuclear field density of in-place asphalt concrete.
Asphalt Concrete (Testing)	One 10-lb sample	Obtain one sample during every day of production.	ASTM D1560, D1561 CT 366 AASHTO T246, T247	This test determines the stability value of asphalt concrete.
Slurry Seals (Sample)	One 0.5 gal. sample in a clean, dry plastic container.	Obtain one sample per truck	ASTM D979 CT 125 AASHTO T 40, T168	This test describes the procedure for sampling the slurry seal.
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt or hopper or stockpile and test for Sand Equivalent	ASTM D2419 CT 217 AASHTO T176	This test determines the Sand Equivalent of aggregates.


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Attachment 1 (continued)

Slurry Seals

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Aggregate for Slurry Seals (Testing)	One 30-lb. sample.	Obtain at least one sample per project from the belt, hopper, or stockpile and test for sieve analysis of fine sand.	ASTM C117 AASHTO T11	This test determines the sieve analysis of fine sand (gradation of materials finer than No. 200 sieve by wash grading).
Slurry Seals (Testing)	One 0.5 gal. sample in a clean, dry plastic container.	Test one sample per project and test for Abrasion.	ASTM D3910	This test determines the Wet Track Abrasion Test (2) (WTAT).

Steel

Materials to be Sampled or Tested	Sample Size	Sampling/Testing Frequency	Typical Test Methods	Description or Comments
Steel Strand (Testing)	Sample strand at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel strands per job when a Certificate of Compliance is not used.	ASTM A370, A416, E328 AASHTO T244	This test determines the tensile strength of uncoated seven-wire stress-relieved strand for pre-stressed concrete.
Steel Rebar (Testing)	Sample rebar at various sizes.	This item may be accepted using a Certificate of Compliance. Sample and test at least two steel rebar per job when a Certificate of Compliance is not used.	ASTM A615, A370 AASHTO T244	This test determines the steel reinforcement bar tensile strength and bend capability.



ATTACHMENT 2 – Source Inspection Request

**Source Inspection Request
From the City of Winters to
CALTRANS' District Local Assistant Engineer**

June 1, 2015

**To: Caltrans' District Local Assistant Engineer
Caltrans Local Assistance Office
703 B Street, PO Box 911
Marysville, CA 95901**

Federal Project Number: _____

Project Description: _____

Project Location: _____

Subject: We are requesting that Caltrans provide Source Inspection (reimbursed) services for the above mentioned project. We understand that we are responsible for paying for this service provided by the State. Listed below are the materials for which we are requesting Caltrans' Source Inspection (reimbursed) services.

Materials that will require source inspection: _____

Justification for request: (Based on the requirements in Section 16.14 under "Source Inspection")

Any questions you might have about materials should be directed to:

_____, at _____

Approved:

District Local Assistance Engineer

Alan L. Mitchell

(Date)

City Engineer



Attachment 3 - Construction Materials Accepted by a Certificate of Compliance *

Soil Amendment
Fiber
Mulch
Stabilizing Emulsion
Plastic Pipe
Lime
Reinforcing Steel
Structural Timber and Lumber
Treated Timber and Lumber
Timber and Lumber
Culvert and Drainage Pipe Joints
Reinforced Concrete Pipe
Corrugated Steel Pipe and Corrugated Steel Pipe Arches
Structural Metal Plate Pipe Arches and Pipe Arches
Perforated Steel Pipe
Polyvinyl Chloride Pipe and Polyethylene Tubing
Steel Entrance Tapers, Pipe Down drains, Reducers, Coupling Bands and Slip Joints
Aluminum Pipe (Entrance Tapers, Arches, Pipe Down drains, Reducers, Coupling Bands and Slip Joints)
Metal Target Plates
Electrical Conductors
Portland Cement
Minor Concrete
Waterstop

* If Caltrans Standard Specifications May 2006 is part of contract specifications.

Note: Usually these items are inspected at the site of manufacture or fabrication and reinspected after delivery to the job site.



Attachment 4 - Example of a Vendor's Certificate of Compliance

No. 583408

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
 VENDOR'S CERTIFICATE OF COMPLIANCE
 MR. 6543 (REV. 5/92) SCT-7541-6020-2

PRECAST CONCRETE PRODUCTS OR SOUNDWALL

TO: BILL SYNDER
 STATE HIGHWAY ENGINEER
 RESIDENT ENGINEER - CITY OF FLATLAND

We certify that the portland cement, chemical and mineral admixtures contained in the material described below are brands stated and comply with specifications for:

CONTRACT NUMBER:	
CEMENT BRAND <u>XYZ CEMENT CO.</u>	INSTALLATION LOCATION <u>MIDLAND, CALIFORNIA</u>
TYPE <u>II MODIFIED</u>	
CHEMICAL ADMIXTURE	
1. BRAND <u>ABC. ADMIXTURE</u>	MANUFACTURER <u>XYZ SUPPLIER</u>
TYPE <u>WATER REDUCER</u>	
2. BRAND	MANUFACTURER
TYPE	

CHECK BOX IF A CHEMICAL ADMIXTURE WAS NOT USED

MINERAL ADMIXTURE	
MANUFACTURER <u>POZZ. INC.</u>	CLASS <u>F</u>

CHECK BOX IF A MINERAL ADMIXTURE WAS NOT USED

DELIVERY DATE (Ready-Mix) <u>7/7/07</u>	DATES OF FABRICATION (Precast)
--	--------------------------------

LIST PRODUCTS TO WHICH CERTIFICATE APPLIES. (Show size and fin. of pipe, etc., delivery slip numbers for ready-mix.)

Portland Cement
Flyash
Water Reducer

MANUFACTURER OF CONCRETE PRODUCTS <u>A.E.B. READY MIX</u>
BY: AUTHORIZED REPRESENTATIVE SIGNATURE <u>Joe Anderson</u>

FM 50 7829 Original to Rec. Engr. Retain Duplicate. QSP 01 55634



**Attachment 4 - Example of a Certificate of Compliance for
Portland Cement (continued)**

This is to certify that the

Portland Cement

Supplied by ABC Cement Company complies with all
requirements for Type II Portland Cement when tested in
accordance with ASTM C - 494.

Local Agency Project No.
HP21L - 5055 - 111

Albert Howakowa
Quality Assurance Engineer
ABC Cement Company

Date: 07/07/07



**Attachment 5 - Materials Certificates/Exceptions
(Signed by the Resident Engineer at the Completion
of the Project)**

Federal-aid Project No.: _____

Subject: Materials Certification

This is to certify that the results of the tests on acceptance samples indicate that the materials incorporated in the construction work and the construction operations controlled by sampling and testing were in conformity with the approved plans and specifications.

All materials exceptions to the plans and specifications on this project are noted below.

No exceptions were found to the plans and specifications on this project.

Resident Engineer (Print Name)

Resident Engineer (Signature)

(Date)

Note: The signed original of this certificate is placed in the Resident Engineer's project files and one copy is mailed to the DLAE and filed under "Report of Expenditures."

See the attachment (next page)



Attachment 5 (continued)

Attachments: Materials Exceptions (Acceptance Testing)

Type of Test	Description of Work	Total Tests Performed On the Project	Number of Failed Tests	Action Taken
Slump Test	Concrete, Sidewalk	8	1	When the measured slump exceeded the maximum limit, the entire concrete load was rejected.
Sand Equivalent	Aggregate for Structural Concrete	10	1	The tested S.E. was 70 and the contract compliance specification was 71 minimum. However, the concrete 28-day compressive strength was 4800 psi. The concrete was considered adequate and no materials deductions were taken.
Compaction	Sub grade Material	12	1	One failed test was noted. The failed area was watered and reworked. When this was completed, a retest was performed. The retest was acceptable.
Compaction	Hot Mix Asphalt	12	1	One failed area was noted. It was reworked and retested. The second test met specifications.

 Resident Engineer (Print Name)

 Resident Engineer (Signature)

 Date



Attachment 6 - Example of a Log Summary Sheet

Subgrade Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
5/15/07	231	1+ 00 (30' L)	99.00	93	90 or greater	Passed	N/A
5/16/07	231	1+ 50 (20' R)	100.50	94	90 or greater	Passed	N/A
5/17/07	231	2+ 25 (25' R)	101.00	96	90 or greater	Passed	N/A
5/18/07	231	1+ 50 (30' L)	101.50	95	95 or greater	Passed	N/A
5/19/07	231	2+ 50 (20' L)	102.00	92 *	95 or greater	Failed	See Note 1
5/19/07	231	2+ 50 (20' L)	102.00	95	95 or greater	Passed	N/A

CT 231 = Compaction (Nuclear Gage)

* Note 1: The Contractor used a water tank to dampen the soil surface at the failed subgrade location. Using a sheep's foot compactor, he reworked the subgrade (making at least 10 passes) from Station 2+ 00 to Station 3+ 00. After approximately 30 minutes, another compaction test was taken. This time the relative compaction was 95.

Aggregates and Base Materials

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
6/20/07	202	1+ 00 (10' R)	102.50	See data sheet	See data sheet	Passed	N/A
6/20/07	202	2+ 00 (20' L)	102.50	See data sheet	See data sheet	Passed	N/A
6/22/07	217	1+ 00 (10' R)	102.50	75	25 or greater	Passed	N/A
6/22/07	217	2+ 00 (20' L)	102.50	83	25 or greater	Passed	N/A
6/20/07	227	1+ 00 (20' R)	102.50	86	71 or greater	Passed	N/A
6/20/07	227	1+ 50 (20' L)	102.50	85	71 or greater	Passed	N/A
6/24/07	231	2+ 00 (20' R)	102.50	98	95 or greater	Passed	N/A
6/24/07	231	2+ 50 (20' L)	102.50	97	95 or greater	Passed	N/A

CT 202 = Sieve Analysis, CT 217 = Sand Equivalent, CT 227 = Cleaness Value,
 CT 231 = Compaction (Nuclear Gage)



Attachment 6 (continued)

Hot Mix Asphalt

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
7/10/07	339	1+ 00 (10' R)	103.00 0.	08 gal/ sq yd	0.05 -0.10 gal/sq yd	Passed	N/A
7/10/07	366	2+ 00 (20' L)	103.00	32	>23	Passed	N/A
7/10/07	366	1+ 00 (10' R)	103.00	41	>23	Passed	N/A
7/10/07	375	2+ 00 (20' L)	103.00	94	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 00 (20' R)	103.00	96	RC = 93 to 97	Passed	N/A
7/15/07	375	1+ 50 (20' L)	103.00	95	RC = 93 to 97	Passed	N/A

CT 339 = Distributor Spread Rate, CT 366 = Stabilometer Value
 CT 375 = In-Place Density & Relative Compaction

Portland Cement Concrete

Date	CT	Station	Elevation	Test Results	Minimum Spec.	Passed or Failed	Action Taken
9/25/07	504	10 + 50 (50' R)	102.50 6.	5%	>6.0%	Passed	N/A
9/25/07	533	12 + 50 (50' R)	102.50 1.	5"	<2"	Passed	N/A
9/25/07	518	11 + 50 (50' R)	102.50	151 lb/cu ft	> 145 lb/cu ft	Passed	N/A
9/25/07	521	10 + 50 (50' R)	102.50	28 day = 4200 psi	>3800 psi	Passed	N/A
9/28/07	521	11 + 50 (50' R)	102.50	28 day = 4290 psi	>3800 psi	Passed	N/A
9/30/07	521	12 + 50 (50' R)	102.50	28 day = 4160 psi	>3800 psi	Passed	N/A

CT 504 = Air Content, CT 518 = Unit Weight, CT 521 = Compressive Strength,
 CT 533 = Ball Penetration



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Amplified Sound Permit Application Submitted by the Winters High School Class of 2005

RECOMMENDATION:

Staff is recommending the approval of the accompanying Amplified Sound Permit Application.

BACKGROUND:

Silvia Rosales has requested the approval of the Amplified Sound Permit Application for the Winters High School 10-Year Class Reunion to be held on Saturday, October 3rd in the Winters City Park from 3:00 p.m. to 9:00 p.m. She has circulated the application to the property owners within 300 feet for their signatures as specified within the application.

FISCAL IMPACT: None

Date of Application: 6/23/15 To City Council: 7/7/15

Name of Person(s)/ Organization: SILVIA ROSALES Contact: _____
Business Address: 825 PECAN CT Telephone: 530.312.3538
W.SAC CA 95691
Telephone: _____

Type of Event: 10 YEAR WINTERS HIGH SCHOOL Reunion
CLASS Reunion

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

Date/Time of Event: OCT 3RD, 2015 From: 3:00 To: 9:00

Location/Address of Event: WINTERS CITY PARK

Rated Output of Amplifier in Watts: _____ Number of Speakers: 2

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

Signature: [Handwritten Signature]

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No
Rental Fee Paid: N/A (Not City Property) Yes No
Police Department: Approved Denied Date: _____
Authorized Signature: _____
City Council: Approved Denied Date: _____
Authorized Signature: _____



TO: Honorable Mayor and Council Members
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Heidi Tschudin, Project Manager
SUBJECT: Winters PG&E Gas Operations Technical Training Center (GOTTC or Training Center) Project

SUMMARY OF PROJECT

A summary of the proposed project is provided in the attached Planning Commission staff report (Attachment 1).

SUMMARY OF PLANNING COMMISSION HEARING

On June 11, 2015 the Planning Commission held a public hearing on the project. A transcript of the hearing is provided in Attachment 2. After receiving a presentation from staff on the project and the staff report packet, the Commission opened the public hearing. There were three speakers, all representatives of the applicant, expressing support for the project. The Commission closed the hearing and deliberated the merits of the project.

The Commission reviewed four conditions of approval for which staff recommended changes at the meeting. The proposed change to condition #25 allows flexibility in determining an appropriate process for notification regarding activities on Sundays and Holidays. Staff is of the opinion that there is no need to be unnecessarily specific in the condition if the applicant is willing to stipulate to various procedures in an enforceable document, such as a Memorandum

of Understanding. The MOU would be prepared by staff and the applicant and brought forward to the Council for final authorization to execute at a later date.

The proposed elimination of conditions 27, 32, and 128 are all related. The City's authority to condition the use is derived from the authority granted to local governments through the California constitution to protect the public health, safety, and welfare of their residents through their police powers authority. With this in mind, the applicant expressed concerns that these three conditions appeared to go beyond typical controls on the operations of the facility and were not specifically necessary to ensure public health, safety, and welfare. The City concurred and recommended their deletion.

In addition, the Commission requested a change to condition #26 directing a report back to the Planning Commission with the results of the noise monitoring report. Final modifications to the conditions are shown below and reflected in Attachment 3:

25. Within six (6) months of the approval of the project, PG&E and City shall enter into a Memorandum of Understanding (MOU) outlining procedures for notification regarding outside operations which are conducted on a Sunday or holiday. The MOU will be brought forward to the Council for final authorization to execute.

~~Applicant shall provide the City with 48-hour advance notice prior to operations on a Sunday or holiday. In the event that it is infeasible to provide 48-hour advance notice prior to such operations, PG&E shall provide notice to the City as soon as practicable, and prior to the commencement of the Sunday or holiday operations. Notice shall include the likely hours, duration, and type of activity. PG&E and the city shall coordinate on an appropriate method of communication of this information to the public using the City's website, a new PG&E sponsored website, or through use of other mutually acceptable media.~~

26. After three years of operation and within the subsequent six-month period, the Applicant shall submit to the City a noise monitoring report that provides monitoring of noise at the site during all of the various noise-generating activities to document compliance with the City's noise requirements and regulations. This report shall be prepared by a qualified professional and the scope of work shall be subject to City approval prior to commencement. The Applicant shall take any necessary steps to ensure compliance. The report shall also document and provide descriptive information regarding instances in which the following has occurred during the three-year period so that the City can correlate this information to any complaints that may have been received: exterior activities after 7:00pm, on Sundays, or on federal holidays. The results of the report shall be provided to the Planning Commission.

~~27. Subject to applicant's own facility needs, security and adoption of onsite procedures and requirements, the applicant may make facilities available to community groups.~~

~~32. The name of the Training Center shall be the Winters PG&E Gas Operations Technical Training Center. Identity signage on the site shall include the word "Winters" in the facility name.~~

~~128. Applicant shall assist the City in maintaining a project Facebook page, for dissemination of information to the public.~~

The Planning Commission voted unanimously to recommend approval of the project to the City Council. All actions recommended by staff, including the modified conditions discussed above, were approved unanimously.

RECOMMENDED CITY COUNCIL ACTION

Staff and the Planning Commission recommend the following actions to the City Council:

1. Adopt a resolution certifying the Final Environmental Impact Report (SCG #2014032005) based on Findings of Fact (see Planning Commission [PC] Staff Report Attachment 4, Final EIR including Draft EIR; and PC Staff Report Attachment 6 Resolution Certifying the Final EIR)
2. Adopt a resolution amending the Land Use Diagram of the Winters General Plan as follows (see PC Staff Report Attachment 7, Approval Resolution and PC Staff Report Attachment 8, General Plan Amendment):
 - a) Parcel-specific Land Use Diagram amendment to change 11.5 +/- acres (Jordan: 038-070-028 Lot 3 portion, -029, -030, -031; -032, and City ROW) from Highway Service Commercial (HSC) to PQP
 - b) Parcel-specific Land Use Diagram amendment to change 18.0 +/- acres (McClish: 038-070-038, -039 Lot 3 portion, and 0.8 +/- acres of City ROW) from BIP to PQP
 - c) Parcel-specific Land Use Diagram amendment to change approximately 0.2 acre (Jordan: 038-070-28 Lot B portion) from HSC to Open Space (OS) and 7.7 +/- acres (McClish: 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS
 - d) Parcel-specific Land Use Diagram amendment to change approximately 0.1 acre (McClish) from BIP to City right-of-way
3. Adopt a resolution finding the proposed construction of the storm water channel consistent with General Plan Policy VI.D.1 related to the City's requirement for a 100-foot open space buffer along Putah Creek (see PC Staff Report Attachment 7, Approval Resolution).
4. Adopt a resolution amending the 2008 Storm Drainage Master Plan as follows (see PC Staff Report Attachment 7, Approval Resolution):
 - a) Delete Water Quality Detention Ponds #3 and #4 and replace with one private storm water detention pond on approximately 1.6 acres in the southeastern corner of the project site.

- b) Move the conceptual alignment of the Putah Creek Diversion Channel south of SR 128, approximately 325 feet to 485 feet east of the currently approved alignment (as shown on revised Figure 5 adopted 2012) through McClish APN 038-070-037 and 038-070-039) (see PC Staff Report Attachment 9, Revised Storm Drain Master Plan Figure 5, Channel Location).
5. Adopt an ordinance changing the official Zoning Map by changing the zoning classification for the project site Business/Industrial Park (B-P) and Highway Service Commercial (C-H) to Public Quasi Public.as follows (see PC Staff Report Attachment 10, Zoning Amendment Ordinance and PC Staff Report Attachment 11, Zoning Amendment):
 6. Parcel-specific rezoning to change approximately 11.5 acres (Jordan: 038-070-028 Lot 3 portion,-029, -030, -031; -032) from Highway Service Commercial (C-H) to PQP
 - a) Parcel-specific rezoning to change approximately 18.0 acres (McClish: 038-070-038, -039 Lot 3 portion) from BIP to PQP
 - b) Parcel-specific rezoning to change approximately 0.2 acre (Jordan: 038-070-28 Lot B portion) from C-H to OS and approximately 7.7 acres (McClish: 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS
 - c) Parcel-specific rezoning to change approximately 0.1 acre (McClish) from BIP to City right-of-way
 7. Adopt an ordinance amending Sections 17.08.060, 17.52, and 17.72 of the Winters Municipal Code (Zoning) as follows (see PC Staff Report Attachment 10, Zoning Amendment Ordinance):
 - a) 17.08 – Use Classifications

Amend Section 17.08.060 to add the following text:

O. Vocational Training Facility. “Vocational Training Facility” means a public or private school offering specialized trade and commercial courses for the purpose of technical, vocational or occupational training. These schools typically involve workshops, laboratories, or similar facilities, as well as outdoor instruction and outdoor storage. This classification includes specialized non-degree-granting schools offering such subjects as: professional driving schools for commercial licenses, operation of construction equipment, crane certification, welding, woodworking or material fabrication, and engineering and/or automotive design and/or repair.
 - b) 17.52 – Land Use Regulations: Zoning Matrix

Amend Section 17.52.020 to add Vocational Training Facility as a conditional use in the PQP district to the land use matrix.

c) 17.72 – Off-Street Parking and Loading

Amend Section 17.72.020, Table 6 relating to Off-Street Parking Requirements (i.e., off-street spaces required) to add the Vocational Training Facility land use in alphabetical order under Public and Quasi Public Uses subject to use permit.

8. Adopt a resolution approving a Conditional Use Permit (CUP) for operation of a vocational training school in PQP zone district; subject to conditions of approval (see PC Staff Report Attachment 7, Approval Resolution and City Council Staff Report Attachment 2, Revised Conditions of Approval).
9. Adopt a resolution approving the Site Plan/Design Review pursuant to Sections 17.36.020 and 17.80.010 of the City Zoning Ordinance and consistent with the Grant Avenue Design Guidelines subject to conditions of approval (see PC Staff Report Attachment 7, Approval Resolution and City Council Staff Report Attachment 2, Revised Conditions of Approval).
10. Adopt a resolution approving a Parcel Map to subdivide the McClish parcel into three private lots (Lot 1, Lot 2, and Lot 3), vacating public right-of-way and a 60-foot public utility easement, offering to dedicate to the City, in fee, two public lots (Lot A and Lot B), offering to dedicate to the City a 35-foot public utility easement, offering to dedicate to the City a 35-foot emergency vehicle access easement, offering to dedicate to the City a 15-foot trail easement, and offering to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue (see PC Staff Report Attachment 7, Approval Resolution and PC Staff Report Attachment 13, Parcel Map).
11. Adopt an ordinance approving the Development Agreement (see PC Staff Report Attachment 14)
12. Authorize the Mayor to enter into a Public Improvement and Maintenance Agreement to provide for construction and dedication to the City of required public improvements with authorization to the City Attorney to make minor modifications/clarification to the agreement as may be necessary for execution (see PC Staff Report Attachment 15).
13. Direct staff to name the public street extension One PG&E Way and name the north/south trail segment McClish Trail.

ATTACHMENTS:

- 1) June 11, 2015 Planning Commission Staff Report with all attachments except #12, Conditions of Approval (including Mitigation Monitoring and Reporting Program)
- 2) Transcript of June 11, 2015 Planning Commission hearing

3) Revised Conditions of Approval (including Mitigation Monitoring and Reporting Program)



**PLANNING COMMISSION
STAFF REPORT**

TO: Chairman and Planning Commissioners

DATE: June 11, 2015

FROM: David Dowswell, Community Development Director
Alan Mitchell, City Engineer
Heidi Tschudin, Contract Planner
Jenna Moser, Management Analyst

SUBJECT: Winters PG&E Gas Operations Technical Training Center (GOTTTC or Training Center) Project

SUMMARY OF PROJECT

The project site is comprised of 55.2 acres at the southwest quadrant of the intersection of Interstate 505 (I-505) and East Grant Avenue (also known as State Route 128 or SR 128) in the City of Winters, California. It is comprised of eight assessor's parcels: Jordan property -- Assessor's Parcel Numbers (APNs) 038-070-028, -029, -030, -031, and -032 totaling 11.7 acres; McClish property -- APNs 038-070-037, -038, and -039 totaling 43.4+/- acres (see Attachment 1, Project Site Location).

The applicant, Pacific Gas and Electric (PG&E) has submitted an application to the City of Winters (City) to reconfigure the property to accomplish the following:

1. Construct, operate, and maintain a natural gas vocational **training center** totaling 106,740 sf on approximately 29.4 acres (see Attachment 2, Training Center Site Plan and Other Exhibits).
2. Construct and dedicate to the City for operation and maintenance a **storm drainage channel** and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system (see Attachment 16, Revised Drainage Channel Cross-Sections).
3. Construct and dedicate to the City for operation and maintenance a signalized **extension of Timbercrest Road** (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the

City. As a part of these improvements PG&E would construct a **sidewalk and a bicycle path along East Grant Avenue** to East Main Street.

4. Create **two remainder lots** totaling approximately 16.2 acres to be retained by the current owner (McClish) with no proposed development or land use approvals at this time (see Lots 1 and 2, Attachment 13, Parcel Map)
5. Provide funding for the design and installation (by others, through cooperative efforts with the city and local volunteer groups) of native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the **Putah Creek Open Space buffer** proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor.
6. The City or other parties would construct the **future segment of the Upper Putah Creek Trail** along the rear of the McClish remainder parcel, within the 100-foot open space buffer along the existing vegetation line of the Putah Creek Corridor. This segment constitutes the final segment of the planned trail extending from downtown Winters to I-505.

STAFF RECOMMENDATION

The staff recommends approval of the project. This project represents the culmination of many months of hard work and negotiation between Winters representatives, various representatives of PG&E, and the property owners. This project will bring long sought development to the southwest quadrant of Grant Avenue and I-505. The project will be an economic driver for the City bringing important employment opportunities, key infrastructure, and a critical segment of the planned open space improvements along Putah Creek all in the form of a state-of-the-industry training academy that will bring regional recognition to Winters.

The project has been carefully reviewed for environmental impact, design compatibility, and regulatory consistency. Mitigation measures and conditions of approval have been identified to ensure the best possible fit for the project within the community. The staff believes this project will have a long-term, value-added, beneficial presence in Winters.

The project is well located, attractive, and secure. It will result in up to 63 new jobs, plus indirect employment in the form of construction jobs, catering and vending, restaurant and hotel use, and other ancillary economic activity.

Specific recommended actions for approval of the project are provided at the end of this report under Recommended Planning Commission Actions.

BACKGROUND

An application for this project was first submitted to the City on December 11, 2013. A CEQA Notice of Preparation (NOP) was prepared on February 28, 2014 informing agencies and the public that an EIR would be prepared for the project. Sixteen comment letters were received (see Appendix A of the DEIR).

The project was subsequently substantially redefined and a revised application was received October 6, 2014. The primary changes to the project included the following: the Training Center site was reduced from approximately 50 acres to approximately 30, the site was moved east adjacent to the freeway, the total building square footage was reduced by over 60 percent, and a

number of site design and operational changes were made.

A Design Review Committee meeting was held on August 14, 2014. There were also a number of community presentations. Between the original application in December of 2013 and the final hearing before City Council a total of 27 public meetings were held. A list of these is provided in Attachment 3.

A revised NOP was released on November 7, 2014. Eight comment letters were received (see Appendix A of the DEIR).

On February 23, 2015 the Draft EIR was circulated for public review and comment for a period of forty-five (45) days through April 13, 2015 (see Attachment 3). On March 17, 2015 a special joint workshop of the Planning Commission and City Council was held to discuss various aspects of the project including process, infrastructure, and building design. A second joint workshop of the Planning Commission and City Council was held on March 24, 2015 to discuss interface between the project and Putah Creek, and to receive verbal comments on the Draft EIR. A summary of all verbal comments and copies of all written comments received on the Draft EIR are provided in the Final EIR which was released May 29, 2015 (see Attachment 3).

DETAILED DESCRIPTION OF THE TRAINING CENTER

The applicant, PG&E, is proposing to construct a Gas Operations and Technical Training Center (GOTTC or Training Center) on the Jordan property and a portion of the McClish property located west of I-505, south of East Grant Avenue north of Putah Creek and east of the Putah Creek Hamlet subdivision. At full build out there will be 125 to 150 students and 63 faculty/staff coming to the facility during the week. PG&E is proposing to operate the GOTTC every day from 7:00 am to 10 pm for indoor operations and 7:00 am and 7:00 pm for outdoor operations, however typical hours will be 7:00 am to 5:00 pm Monday through Friday. The facility will be operated as a closed campus. Students will not be allowed to leave the center during the day.

There will be two main buildings on the site, the Learning Center/Measurement and Control (M&C) Technical Center and Transmission and Distribution (T&D) Technical Center. There will be a number of smaller replica homes in the "Utility Village". The Learning Center will include classrooms, administrative offices, food service area, restrooms and storage. The M&C Center will include a flow lab, classrooms, restrooms and storage. The T&D Center will include a number of large open bays for training and restrooms. Plans also include a "Future Building", located near the Learning Center, a future expansion of the Utility Village, and future use of the southern portion of the site for a Commercial Driver License Training area. No detailed plans or elevations have been submitted for these expansion areas.

The Learning Center will be a one-story building, 20 feet high with a 24-foot high entry feature. Near the entry there will be a sign which graphically represents the PG&E logo. The M&C Center, which is connected to the administrative wing of the Learning Center, will be one-story and 30 feet high. The combined Learning/ M&C Center will be approximately 65,400 square feet. The T&D Center will be one-story, 20 to 30 feet high, and approximately 11,100 square feet. A parapet is proposed for the Learning/M&C Center to hide the mechanical equipment located on the roof. Mechanical equipment for the T&D Center will be located inside the building.

Site Plan

The GOTTC will be located on 29.4+/- acres. In addition to the buildings, the Training Center will also include a parking lot with 208 parking stalls located on the west side of the Learning Center

building. There is a large open equipment training area (6.5 acres), which will be used for training students in the use of excavation equipment. An open approximately 4.3-acre asphalt area is planned for the future commercial driver license training. There are a number of other smaller training areas, including areas for crane certification and gas transmission training. A private water quality detention pond (occupying approximately 1.3 acres), will be located in the southeastern corner of the project site. The pond is designed to handle the on-site drainage from the Training Center.

The entire site will be secured with fencing and sound wall. Along East Grant Avenue there will be a seven (7) foot high (tubular steel) ornamental fence. Along I-505, adjacent to the storm drainage channel, and on the south side of the Training Center, there will be a seven (7) foot high split-face masonry wall designed to screen the open training area from view and to mitigate the noise impacts being generated by the outdoor training activities. There will be parking lot lighting, lights on the main buildings, and security lighting surrounding the perimeter of the site and within the large open training area.

Architecture and Landscaping

The proposed architecture for the Learning/M&C Center is a contemporary style comprised of tilt-up concrete panels finished with a textured coating. The Learning Center will have a stamped wainscot, corrugated metal entry feature, and dark turquoise blue aluminum awnings above all the windows on the north elevation and above most of the windows on the east and west elevation. The M&C Center will have a stamped wainscot and a large graphic designed to emulate the PG&E logo. There will be two large roll up doors and no windows. The T&D Center is a pre-manufactured metal building. There will be a large painted graphic on each side of the building.

The color palette for the Learning Center is combination of light beige, orange, light gray and darker gray. The M&C Center will be a combination of light gray and darker gray. The T&D Center will be darker gray. The graphic will be painted the same color orange as the ampersand in PG&E's logo.

Landscaping is proposed along the entire frontage of the project site adjacent to East Grant Avenue. The parking lot will also be landscaped, including enough trees to meet the City's parking lot shading requirement. The density of the landscaping increases at the northeast corner of the site where it is designed as more of an entry statement. Landscaping will also be provided along I-505 and surrounding the perimeter of the site adjacent to the masonry wall.

The masonry wall that surrounds the outdoor training areas will be constructed of individual split-face concrete blocks. The top of the wall will be finished with a trim block. Columns were originally proposed 100 feet apart, however the applicant has agreed to spacing of approximately 80-feet to improve aesthetics.

Access and Circulation

Access to the site will be off East Grant Avenue onto an extension of Timbercrest Road. Parking will be located off the Timbercrest Road extension. A traffic signal will be installed at the intersection of East Grant Avenue and Timbercrest Road. An eight (8) foot wide Class 1 bike lane will be constructed on the south side of East Grant Avenue along the project frontage from Matsumoto Lane to East Main Street. The portion of bike lane across the frontage of the McClish remainder parcel will be a 6-foot minimum width asphalt path. A continuous pedestrian connection will also be extended to the existing sidewalk at East Main Street. A bus stop/turnout will be provided on East Grant Avenue near the intersection of East Grant Avenue and Timbercrest Road. The exact location of the bus stop will be determined in cooperation with the Yolo County Transportation District and Caltrans.

Other Improvements

Along the western edge of the project site there will be a large open storm drainage channel (60 feet wide and up to 6 feet deep) designed to handle existing flows from a 100-year flood. The channel wraps around the southern edge of the project site connecting into a channel located along I-505 which empties into Putah Creek.

A 10-foot wide trail will be built along the west edge of the storm drainage channel as a connector from East Grant Avenue to the Upper Putah Creek Trail. A 14-foot wide maintenance road is also being built on the east side of the storm drainage channel. The portion of the Upper Putah Creek trail immediately south of the Training Center is being constructed by the applicant on the south side of the channel. The section of the Upper Putah Creek trail south of the McClish remainder property will be completed by other parties when the McClish property develops.

The pedestrian connection sidewalk that will be extended to Main Street will be a temporary improvement along the McClish frontage and a permanent improvement through the Rabada property on the southwest corner of East Main Street and East Grant Avenue.

Signal equipment will be added to the existing traffic signal at Matsumoto Lane and E Grant Avenue, for the northbound movement, for emergency and maintenance access.

Other Entitlements

Currently, the General Plan land use designations of the parcels proposed for development are Highway Service Commercial (HSC) and Business/Industrial Park (BP). The applicant is requesting the property be re-designated Public/Quasi Public. In addition, the applicant is proposing the addition of a new use designation to the Zoning Code entitled Vocational Training Facility:

Vocational Training Facility means a public or private school offering specialized trade and commercial courses for the purpose of technical, vocational or occupational training and zoning ordinance training. These schools typically involve workshops, laboratories, or similar facilities, as well as outdoor instruction and storage. This classification includes specialized non-degree-granting school offering such subjects as: professional driving for commercial licenses, operation of construction equipment, crane certification, welding, woodworking or material fabrication, and engineering and/or automotive design and/or repair.

The Zoning matrix is proposed to be amended to add "Vocational Training Facility" as a conditional use in the PQP Zoning District and Table 6 of the Zoning Ordinance is proposed to be amended to add under Public & Quasi Public that the required number of parking spaces for this type of use will be determined by use permit.

STAFF ANALYSIS

Land Use and Zoning

The change in the General Plan land use designations for the project site will allow the proposed use, which currently is not listed as a permitted or conditional use in any of the City's existing land use designations. The existing PQP land use designation allows public and private schools. The proposed Training Center is much like a private school, but due to some of its unique characteristics is better described as a vocational training facility. This type of facility is also similar to a municipal corporation yard which is also allowed in PQP.

Comparatively, the change in land use from HSC and BP to PQP is not significant because many of the land uses allowed under the current land use designations could have similar impacts as the proposed land use. Adding vocational training facility to the PQP Zoning District as a conditional use is consistent with many of the other permitted and conditional uses that are allowed in this District, such as hospitals, assembly halls, government offices and municipal corporation yards.

General Plan Policy VI.D.1 requires a 100-foot setback for development along the portion of Putah Creek where the project site is located, measured from the top of the creek bank or from existing riparian vegetation. The applicant proposes to dedicate an open space buffer area consistent with this policy along the entire southerly boundary of the proposed GOTTC. The proposed width of the buffer area ranges from 130 feet to 155 feet from the existing riparian vegetation. The applicant proposes no buildings or similar structures within the open space buffer, however the east-west segment of the proposed drainage channel is proposed within this area. The channel would be 60 feet in width with an additional 20 feet on either side for access and landscaping purposes for a total of 100 feet. Pursuant to page I-4 of the City General Plan, the proposed drainage channel, which is a public/quasi-public use a portion of which would also serve as a segment of the Upper Putah Creek Trail, is an allowed use in this open space area.

The project is consistent with all applicable development standards in the PQP zone and elsewhere in the Zoning Ordinance. As conditioned, the project will be consistent with the land uses and applicable policies of General Plan and applicable development regulations of the zoning ordinance.

Conditional Use Permit

Pursuant to Section 17.20.010 of the Zoning Ordinance, the purpose of a conditional use permit (CUP) is to allow the proper integration into the community of uses which may be suitable only in specific locations in a zone or only if the uses are designated or arranged on a site in a particular manner. A CUP is necessary for the proposed vocational training facility and for determining the required parking. The project has been reviewed and conditioned to address issues relevant to the Use Permit determination.

PG&E has requested approval to operate the Training Center from 7:00 am to 10:00 pm every day for indoor activities and 7:00 am to 7:00 pm every day for outdoor activities; however they have also clarified that the typical operation for the GOTTC would be Monday through Friday from 7:00 am to 5:00 pm. PG&E has expressed that they need the flexibility to train staff in the evenings, and on all weekends and holidays. Staff recommends a condition of approval that will require PG&E to give 48-hour advance notice to the City when they plan to operate the Training Center on either a Sunday or a holiday, including the likely hours and duration of activity.

Site Plan/Design Review

Pursuant to Section 17.36.020 of the Zoning Ordinance, design review is required of this project. The purpose of design review to ensure that the location and configuration of structures and corollary site improvements are visually harmonious with their site and that of surrounding sites and structures. The Grant Avenue Design Guidelines were used as a basis for this review (see Attachment 5).

Under General Building Design the Guidelines state, "Avoid design which consists largely of boxes with applied design elements. Apply dimensional relief to building facade. Provide a number of facade layers (e.g., front of columns or pilasters, wall plane, window frame, and window glass)".

Since the joint Planning Commission and City Council study session and special meeting in March the applicant has added a number of design features to the Learning Center building to help break up the wall plane including metal awnings above each window, vertical ribbed wainscot to the M&C Center (including the west elevation) and portions of the Learning Center, and revised the color schemes. The applicant has also made modifications to the north building facade of the Learning/M&C Center to improve articulation.

The applicant at this time is not requesting approval of a design for the "Future Building", utility village buildings, or Commercial Driver License Training area. The design of these components of the Training Center will need to be approved by staff and the future building design will need to be approved by the Planning Commission, but the uses are included in this entitlement and associated CEQA review. A proposed condition has been added to address this.

Signage

Two exterior signs (Gas Academy and PG&E) are proposed, one adjacent to the entrance to the Learning Center and the other near the parking lot. There are also five super graphics/signs representing PG&E's logo on the M&C and T&D Tech Center buildings. Section 17.80.040(B) of the Zoning Ordinance allows a maximum of 100 square feet of wall signs. The area of the signs at the entry to the Learning Center is approximately 24 square feet. Staff does not consider the super graphics to be signs, but rather murals/art, because they contain no wording. If the Commission considers the super graphics as signs their collective area exceeds the maximum allowable and the applicant would need to eliminate all of them or reduce their total square footage to 76 square feet. A condition has been added to ensure that a reference to Winters appears as part of the official name of the center and identity signage.

Parking

The project includes parking for 208 vehicles. One of the actions before the Commission is amendment Table 6 of Section 17.72.020 of the Zoning Ordinance "Off-street parking and loading" requirements to add "vocational training land use parking" which will be determined by Conditional Use Permit.

The applicant, in determining the number of parking spaces needed for the GOTTC, researched the parking requirements for similar uses in Winters and several other cities. The applicant determined a minimum total of 141 spaces (15 for teachers, 91 for students, 25 for transient staff) would be needed. PG&E proposes to provide 208 spaces based on a more conservative method of providing a space for each student and staff person, assuming they all drive solo to the site. Staff believes the parking will be adequate to handle the actual need for the facility.

Section 17.20.050(D) of the Zoning Ordinance requires a six (6) inch high raised curb or bumper where parking abuts landscaping. The site plan does not specify whether wheel stops are proposed where the parking abuts landscaping. The plans also do not specify whether wheel stops are proposed for the interior parking. Wheel stops are often not maintained and can result in a hazard. Staff recommends all perimeter parking which abuts landscaping be designed to be 17 feet in length with two foot overhang, as permitted by ordinance. Staff further recommends the sidewalk directly in front of the parking spaces located closest to East Grant Avenue be widened two (2) feet on the parking lot side to act as a wheel stop. This change would reduce the length of these spaces to 17 feet. A proposed condition has been added prohibiting the use of wheel stops and requiring the widening of sidewalk in front of the spaces closest to East Grant Avenue.

Section 17.72.080 (B) of the Zoning Ordinance requires one (1) bicycle parking space be provided for every ten (10) automobile parking spaces required for each particular use. Bicycle parking will be provided on the west side of the building as required by code. The plans do not identify how many spaces are proposed to be provided. By Code there needs to be enough parking for 21 bicycles. A condition has been added requiring 21 bicycle spaces be provided on-site at a location satisfactory to the City.

Landscaping and Fencing

The landscaping has been designed consistent with the City's landscape and screening requirements. Since the landscaping plan was prepared, the Governor has declared a statewide water emergency and new emergency regulations related to water reduction measures have been put into place. A condition has been added requiring the project landscape architect to review and revise the proposed landscaping plans to ensure full compliance with the Governor's executive orders and the emergency regulations.

The plans for the masonry wall that will surround much of the facility call for columns to be spaced 100 feet apart. Staff believes this spacing is too wide and was originally supporting a width of 45 to 50 feet between columns. After reviewing a similar wall on Pioneer Avenue in the neighboring city of Woodland staff has modified their position and supports column spacing of 75 to 80 feet apart. The applicant has agreed to spacing of approximately 80 feet. Staff further recommends that the columns be faced with a different masonry material than the main wall. A proposed condition has been added addressing these items and requiring the applicant to submit samples of the masonry wall block and column veneer for approval by the Community Development Department.

Lighting

The proposed lighting includes security lighting associated with the buildings, training areas, and parking. Section 17.72.050(F) of the Zoning Ordinance requires that outdoor lighting in a parking area shall not employ a light source higher than sixteen (16) feet from final grade unless approved by the planning commission and found consistent with the Winters Design Guidelines. The Design Guidelines recommend that night lighting along both I-505 and East Grant Avenue be consistent with the small town character, but should be of adequate level to ensure public safety and create a sense of security. General Plan Policy VIII.D.7 requires that lighting in new development be designed, installed, and maintained to minimize excess spillage, unnecessary brightness and glare,

and degradation of night sky clarity. All of the lighting will comply with the City's regulations.

Storm Drainage

The site lies within both a Federal Emergency Management Agency (FEMA) flood hazard zone and also the City's General Plan Flood Overlay Zone (FOZ). With respect to the FEMA designation, development is allowed provided the applicant satisfies the federal construction requirements for elevation above the 100-year flood elevation or use the Federal flood map revision process to amend the project out of the hazard zone.

With respect to the local FOZ, non-residential development is allowed provided the applicant's proposed improvements are consistent with and further the purposes of the City's Storm Drainage Master Plan (SDMP), and provided the City's funding plan is in place and the applicant pays the appropriate fees prior to construction.

The City's Storm Drainage Master Plan shows Detention Ponds #3 and #4 being located on the project site and the Putah Creek Diversion Channel being located west of the current alignment. The proposed on-site private water quality/detention pond and relocated 100-foot storm drainage channel have been designed to meet the requirements of the SDMP, and have been reviewed by the City's drainage consultant. Amendments to the SDMP are proposed as a part of the project to reflect the changes proposed by the applicant.

Other Infrastructure

The site will be served adequately by all required services. Water is available to the site via a 10-inch public main that is located within a 60-foot public utility easement that crosses the site. Sewer is available to the project site via an 8-inch public gravity sewer main which is also located in the public utility easement.

Parcel Map and Other Mapping Items

The applicant proposes a variety of mapping changes to subdivide the property, merge parcels, dedicate various easements and rights-of-way, and vacate various easements and rights-of-way as necessary to facilitate the proposed project.

Traffic and Circulation

The project includes the following circulation improvements that will be installed/completed as part of the project:

- 1) Construction of the new Timbercrest Road.
- 2) Installation of a traffic signal at the intersection of East Grant Avenue and Timbercrest Road prior to occupancy.
- 3) Widening East Grant Avenue on the south side and installing necessary improvements.
- 4) Payment of traffic impact fees for future installation of a traffic signal at East Grant Avenue and the I-505 southbound ramps.
- 5) Installation of a temporary sidewalk connection across the McClish property and a permanent connection across the Rabada property which will allow pedestrians to walk safely to East Main Street and into town.
- 6) Construction of Class I path along the south side of East Grant Avenue.
- 7) Construction of bus stop with canopy in front of the Training Center.
- 8) Modification to existing signal at Masumoto and East Grant for northbound movement.
- 9) Construction of internal emergency/maintenance access road.

- 10) Construction of connecting 10-foot asphalt paths along channel to connect East Grant with south side of property and from west property line to I-505 (Upper Putah Creek Trail)

The plans show the new road that leads to the Training Center as Timbercrest Road, the same as the private road on the opposite side of East Grant Avenue. The applicant has requested that the street be renamed One PG&E Way. Staff supports this request. Additionally staff recommends that the trail segment from East Grant to the Upper Putah Creek Trail be named McClish Trail to honor the McClish family.

CEQA CLEARANCE

The development of the GOTTC will result in a number of environmental impacts, all of which can be mitigated to less-than significant levels. A summary of impacts and mitigation measures is provided in Chapter 2 of the Draft EIR. An overview of key conclusions reached in the Draft EIR is provided below.

Aesthetics

The proposed site is located at a gateway to the City and is highly visible from SR128/East Grant Avenue, I-505, and the Putah Creek riparian corridor. There are a number of policies in the General Plan that address visibility. Mitigation Measure (MM) 4.1-2 addresses visual impacts of the proposed sound wall and interim drainage channel by requiring redesign of the proposed channel cross-sections and expansion of landscaping along the sound wall and in the east/west segment of the channel.

Draft revised cross-sections for the channel are provided in Appendix A of the FEIR. These exhibits are still in the process of being refined by the applicant and the City but they are illustrative of how the mitigation will be implemented. The east/west segment of the channel will be 100 feet or greater in width. There will be a three-foot planter area behind the sound wall planted with vines and other vegetation (shrubs and occasional tree) to soften the aesthetics of the wall. South of the three-foot planter will be a 14-foot gravel maintenance road. South of the road would be a two-foot shoulder and the modified interim channel with 3:1 slopes on the north side and 6:1 slopes on the south side. South of the channel will be a 30 to 70-foot open space area within which a 10-foot meandering asphalt path will be constructed. The channel and open space area will be planted in native grasses. In addition, native vegetation, funded by the applicant and planted by the City and volunteers, will be planted on the 6:1 slope of the channel and within the open space area.

The north/south segment of the channel will be 100-feet in width. For the segment of channel south of the proposed Timbercrest cul-de-sac, there will be a three-foot planter behind the sound wall planted with vines and other vegetation (shrubs and occasional tree) to soften the aesthetics of the wall. West of the three-foot planter will be a 14-foot gravel maintenance road. West of the road would be a two-foot shoulder and the 60-foot channel with 3:1 slopes on each side. West of the channel will be a 10-foot planter, 10-foot asphalt path, and two-foot shoulder. The channel and planter areas will be planted in native grasses that provide erosion protection. The 10-foot planter would not be further vegetated until development occurs at the McClish remainder parcels.

The segment of the channel adjacent to the extension of Timbercrest would receive a slightly different treatment as depicted in the draft exhibit. PG&E will landscape the area between the channel and the curb, the area south of the cul-de-sac, and the area between Grant Avenue and north end of the channel.

At some point in the future when additional development triggers the need, the north/south channel

will be modified to drain directly into Putah Creek, and the east/west segment of the channel will no longer be needed for drainage. At that point the east/west area will convert entirely to open space use as part of the Putah Creek corridor.

Biological Resources

The project site has habitat value for a number of local special status species. Mitigation Measures 4.4-1 and 4.4-2 address impacts on raptors and other nesting birds. The measures identify requirements for pre-construction surveys. Measure 4.4-1b requires the applicant to provide 1:1 mitigation for loss of approximately 38 acres of Swainsons hawk foraging habitat in the form of a conservation easement or payment of mitigation fees. Mitigation Measure 4.4-4 requires avoidance and protection for elderberry bushes that provide habitat for the Valley Elderberry Longhorn Beetle (VELB).

RECOMMENDED PLANNING COMMISSION ACTIONS

The Planning Commission recommends the following actions to the City Council:

1. Adopt a resolution certifying the Final Environmental Impact Report (SCG #2014032005) based on Findings of Fact (see Attachment 4, Final EIR including Draft EIR; and Attachment 6 Resolution Certifying the Final EIR)
2. Adopt a resolution amending the Land Use Diagram of the Winters General Plan as follows (see Attachment 7, Approval Resolution and Attachment 8, General Plan Amendment):
 - a) Parcel-specific Land Use Diagram amendment to change 11.5 +/- acres (Jordan: 038-070-028 Lot 3 portion, -029, -030, -031; -032, and City ROW) from Highway Service Commercial (HSC) to PQP
 - b) Parcel-specific Land Use Diagram amendment to change 18.0 +/- acres (McClish: 038-070-038, -039 Lot 3 portion, and 0.8 +/- acres of City ROW) from BIP to PQP
 - c) Parcel-specific Land Use Diagram amendment to change approximately 0.2 acre (Jordan: 038-070-28 Lot B portion) from HSC to Open Space (OS) and 7.7 +/- acres (McClish: 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS
 - d) Parcel-specific Land Use Diagram amendment to change approximately 0.1 acre (McClish) from BIP to City right-of-way
3. Adopt a resolution finding the proposed construction of the storm water channel consistent with General Plan Policy VI.D.1 related to the City's requirement for a 100-foot open space buffer along Putah Creek (see Attachment 7, Approval Resolution).
4. Adopt a resolution amending the 2008 Storm Drainage Master Plan as follows (see Attachment 7, Approval Resolution):
 - a) Delete Water Quality Detention Ponds #3 and #4 and replace with one private storm water detention pond on approximately 1.6 acres in the southeastern corner of the project site.
 - b) Move the conceptual alignment of the Putah Creek Diversion Channel south of SR 128, approximately 325 feet to 485 feet east of the currently approved alignment (as shown on revised Figure 5 adopted 2012) through McClish APN 038-070-037 and

038-070-039) (see Attachment 9, Revised Storm Drain Master Plan Figure 5, Channel Location).

5. Adopt an ordinance changing the official Zoning Map by changing the zoning classification for the project site Business/Industrial Park (B-P) and Highway Service Commercial (C-H) to Public Quasi Public as follows (see Attachment 10, Zoning Amendment Ordinance and Attachment 11, Zoning Amendment):
 - a) Parcel-specific rezoning to change approximately 11.5 acres (Jordan: 038-070-028 Lot 3 portion, -029, -030, -031; -032) from Highway Service Commercial (C-H) to PQP
 - b) Parcel-specific rezoning to change approximately 18.0 acres (McClish: 038-070-038, -039 Lot 3 portion) from BIP to PQP
 - c) Parcel-specific rezoning to change approximately 0.2 acre (Jordan: 038-070-28 Lot B portion) from C-H to OS and approximately 7.7 acres (McClish: 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS
 - d) Parcel-specific rezoning to change approximately 0.1 acre (McClish) from BIP to City right-of-way
6. Adopt an ordinance amending Sections 17.08.060, 17.52, and 17.72 of the Winters Municipal Code (Zoning) as follows (see Attachment 10, Zoning Amendment Ordinance):
 - a) 17.08 – Use Classifications
Amend Section 17.08.060 to add the following text:

O. Vocational Training Facility. "Vocational Training Facility" means a public or private school offering specialized trade and commercial courses for the purpose of technical, vocational or occupational training. These schools typically involve workshops, laboratories, or similar facilities, as well as outdoor instruction and outdoor storage. This classification includes specialized non-degree-granting schools offering such subjects as: professional driving schools for commercial licenses, operation of construction equipment, crane certification, welding, woodworking or material fabrication, and engineering and/or automotive design and/or repair.
 - b) 17.52 – Land Use Regulations: Zoning Matrix
Amend Section 17.52.020 to add Vocational Training Facility as a conditional use in the PQP district to the land use matrix.
 - c) 17.72 – Off-Street Parking and Loading
Amend Section 17.72.020, Table 6 relating to Off-Street Parking Requirements (i.e., off-street spaces required) to add the Vocational Training Facility land use in alphabetical order under Public and Quasi Public Uses subject to use permit.
7. Adopt a resolution approving a Conditional Use Permit (CUP) for operation of a vocational training school in PQP zone district; subject to conditions of approval (see Attachment 7, Approval Resolution and Attachment 12, Conditions of Approval).

8. Adopt a resolution approving the Site Plan/Design Review pursuant to Sections 17.36.020 and 17.80.010 of the City Zoning Ordinance and consistent with the Grant Avenue Design Guidelines subject to conditions of approval (see Attachment 7, Approval Resolution and Attachment 12, Conditions of Approval).
9. Adopt a resolution approving a Parcel Map to subdivide the McClish parcel into three private lots (Lot 1, Lot 2, and Lot 3), vacating public right-of-way and a 60-foot public utility easement, offering to dedicate to the City, in fee, two public lots (Lot A and Lot B), offering to dedicate to the City a 35-foot public utility easement, offering to dedicate to the City a 35-foot emergency vehicle access easement, offering to dedicate to the City a 15-foot trail easement, and offering to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue (see Attachment 7, Approval Resolution and Attachment 13, Parcel Map).
10. Adopt an ordinance approving the Development Agreement
11. Authorize the Mayor to enter into a Public Improvement and Maintenance Agreement to provide for construction and dedication to the City of required public improvements with authorization to the City Attorney to make minor modifications/clarification to the agreement as may be necessary for execution (see Attachment 15).
12. Direct staff to name the public street extension One PG&E Way and name the north/south trail segment McClish Trail.

ATTACHMENTS

- 1 Project Site Location
- 2 Training Center Site Plan and Other Exhibits
- 3 List of Public Meetings
- 4 Final EIR (two volumes) (provided separately to Commission and available online at www.cityofwinters.org)
- 5 Grant Avenue Design Guidelines Consistency Checklist
- 6 Resolution 2015-27 Certifying the Final EIR (including Findings of Fact)
- 7 Approval Resolution 2015-28
- 8 General Plan Amendment
- 9 Revised Storm Drain Master Plan Figure 5 Channel Location
- 10 Zoning Amendment Ordinance 2015-02
- 11 Zoning Amendment
- 12 Conditions of Approval (including Mitigation Monitoring and Reporting Program)
- 13 Parcel Map and Separate Mapping Instruments
- 14 Development Agreement Approval Ordinance 2015-03 (including Development Agreement)
- 15 Form of Public Improvement and Maintenance Agreement
- 16 Revised Drainage Channel Cross-Sections

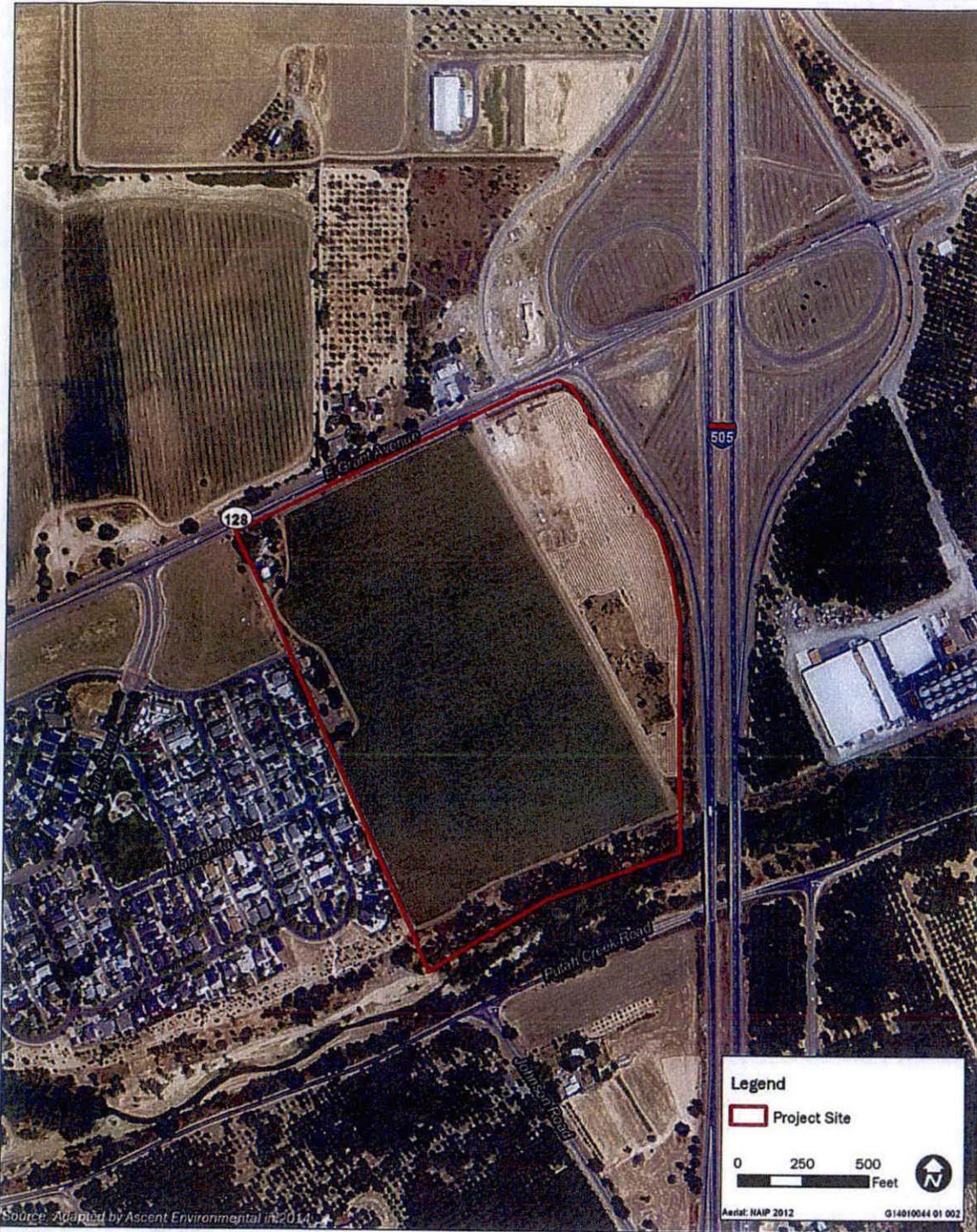
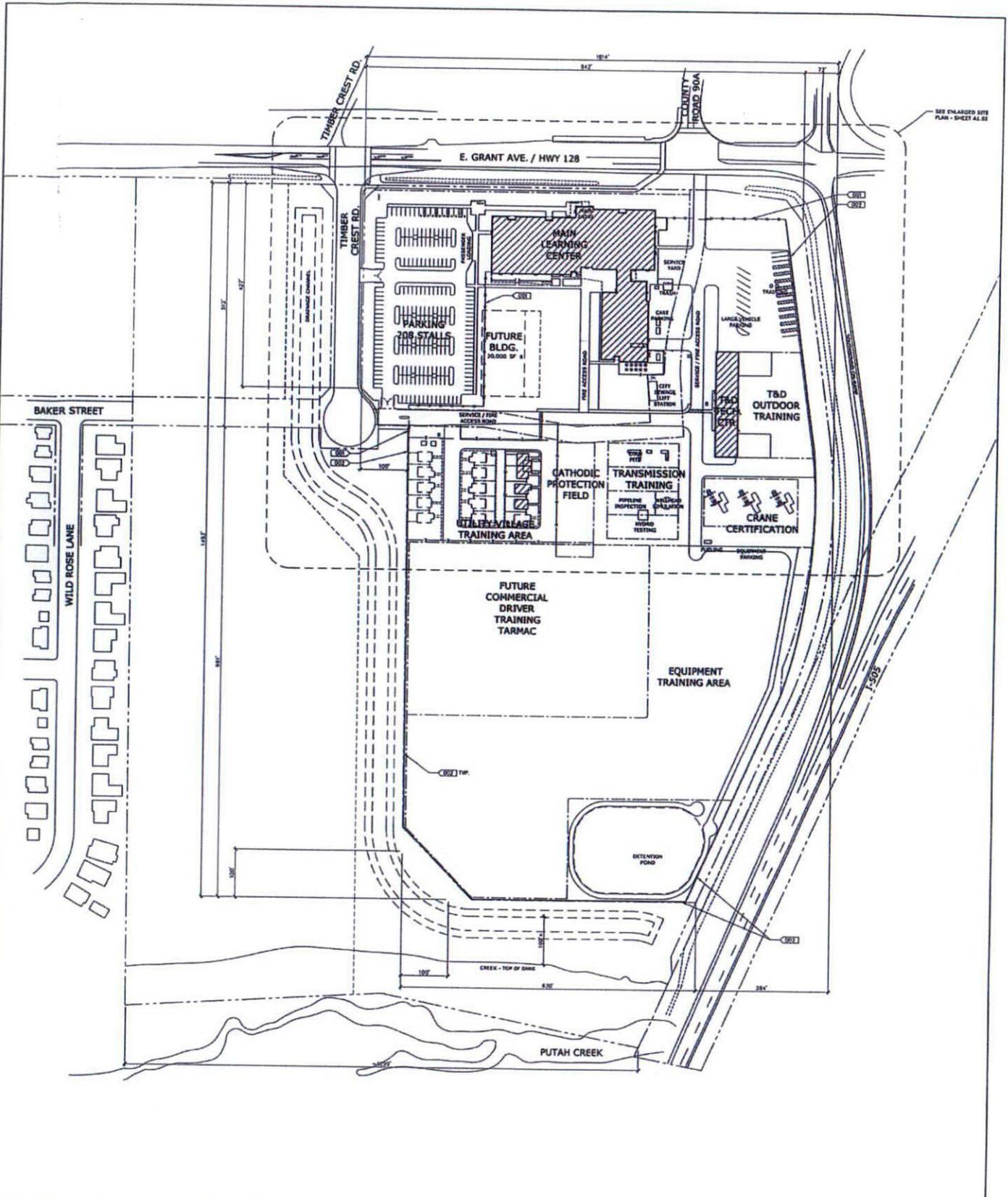


Figure 3-2

Project Site



ATTACHMENT 2



SEE ENLARGED SITE PLAN - SHEET AL-02

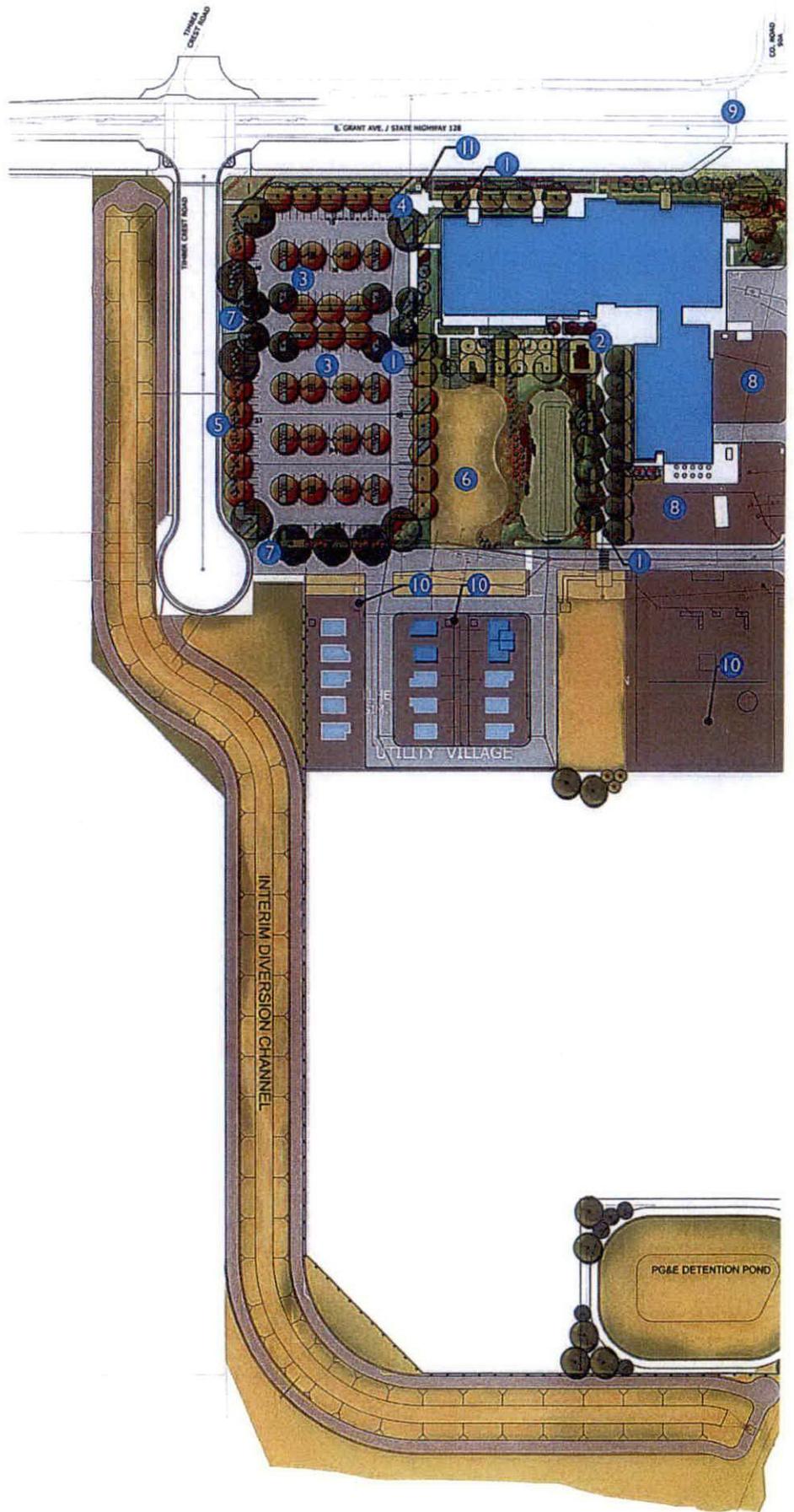
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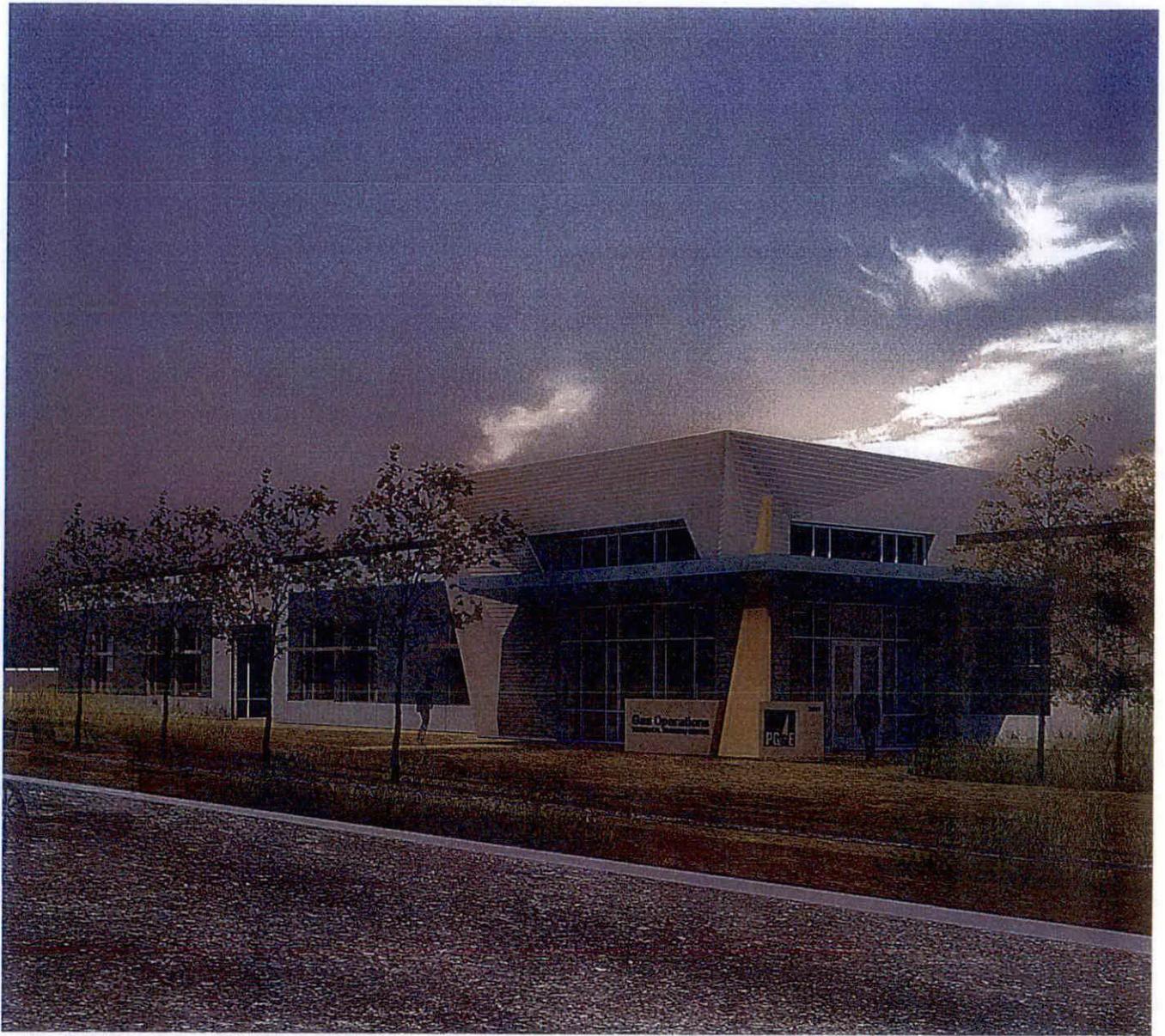
Exhibit 3-8

Proposed Site Plan





OVERALL SITE - LANDSCAPE PLAN



LEARNING CENTER - FRONT ENTRANCE



LEARNING CENTER
AWNING COLOR
BRILLIANT



LEARNING CENTER
TEXTURED COATING
MOODY BLUE



LEARNING CENTER
TEXTURED COATING
TRADEWIND



LEARNING CENTER
TEXTURED COATING
LIGONIER TAN

LEARNING CENTER
TEXTURED COATING
SUMMER WHITE



LEARNING CENTER - NORTH WEST



LEARNING CENTER - NORTH EAST



LEARNING CENTER - NORTH EAST DETAIL



LEARNING CENTER - NORTH WEST DETAIL



LEARNING CENTER - NORTH ELEVATION



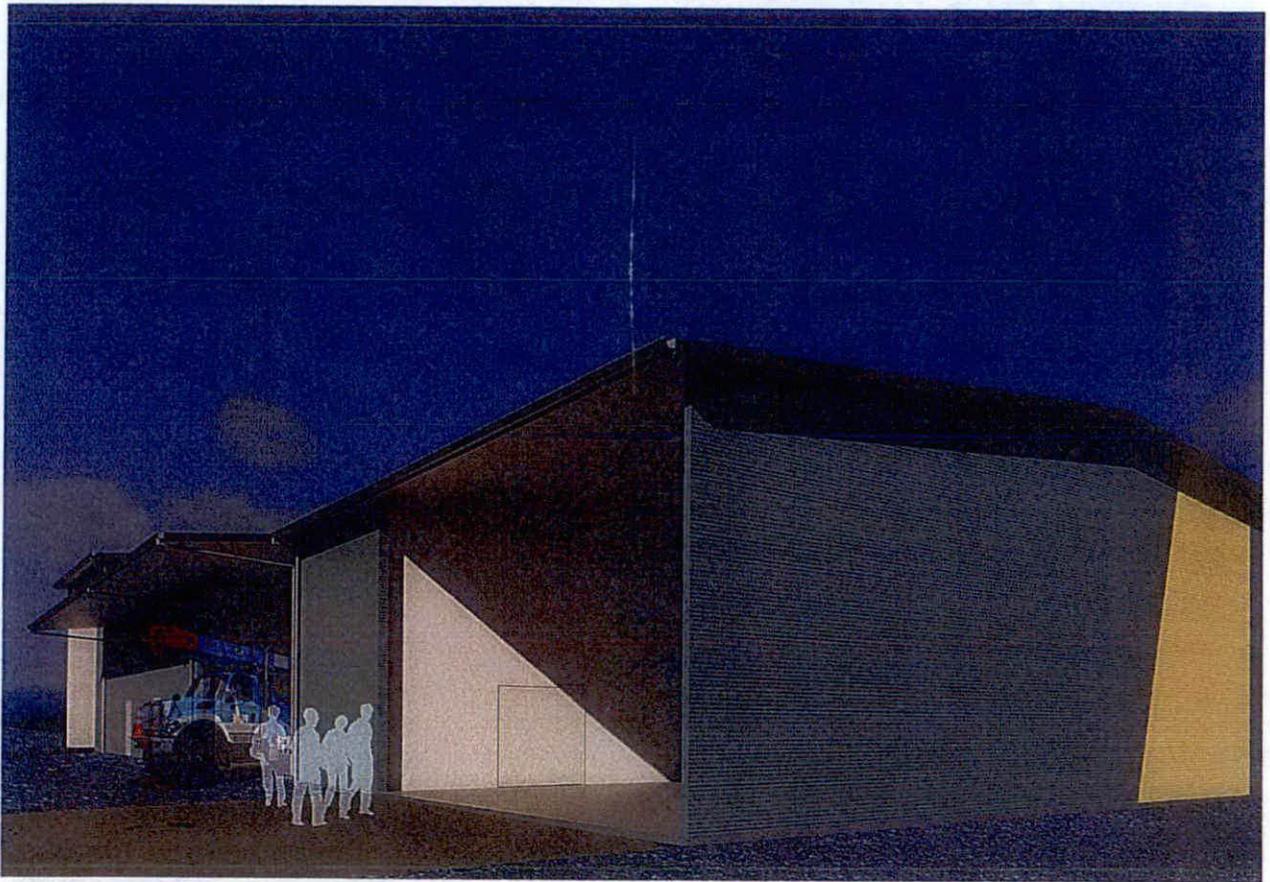
LEARNING CENTER - WEST ELEVATION



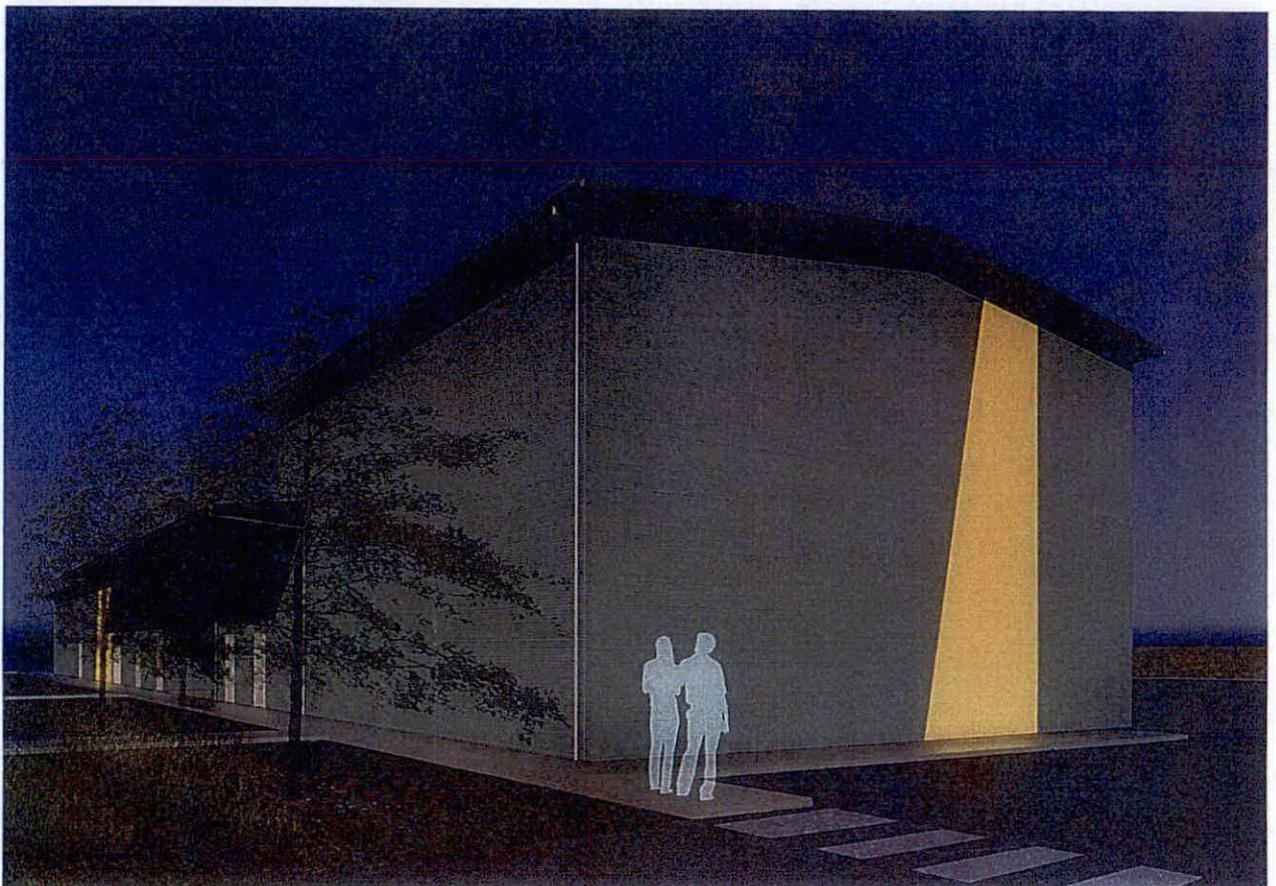
LEARNING CENTER - SOUTH ELEVATION



LEARNING CENTER - EAST ELEVATION



T & D CONSTRUCTION - NORTH EAST



T & D CONSTRUCTION - ENTRY DETAIL

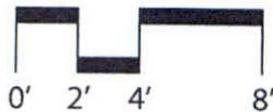
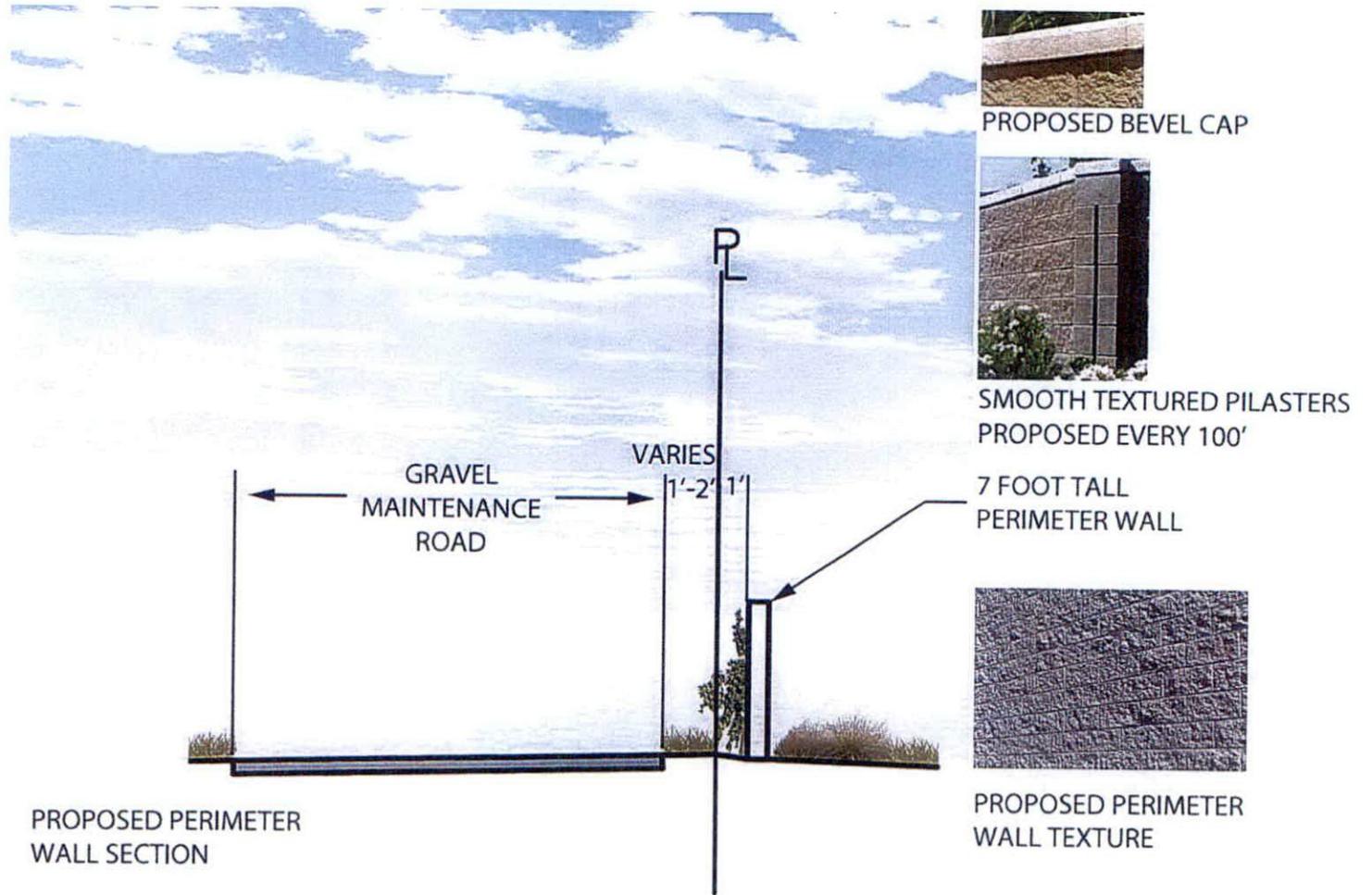


LEARNING CENTER OPTION - NORTH WEST



LEARNING CENTER OPTION - NORTH ELEVATION

SOUNDWALL PLANTING EXHIBIT



DREYFUSS & BLACKFORD ARCHITECTS

Callander Associates
Landscape Architecture



GAS OPERATIONS TECHNICAL TRAINING CENTER
Learning Center-Planting Strategy
24 MARCH 2015

WINTERS PG&E GAS OPERATIONS TECHNICAL TRAINING CENTER
LIST OF PUBLIC MEETINGS

2013

December 2	Hispanic Advisory Committee
December 5	Business Group meeting
December 8	St Anthony Church - Announcements
December 11	Academy Training Group meeting
December 11	Education Group meeting
December 11	Public Forum
December 13	Chamber of Commerce Board of Directors
December 16	Neighborhood meeting
December 17	Design Review Committee
December 17	City Council meeting

2014

January 13	Public Forum II
January 14	Winters Putah Creek Committee meeting
March 17	Winters Putah Creek Committee meeting
March 19	CEQA Scoping meeting
July 21	Winters Putah Creek Committee meeting
August 14	Design Review Committee meeting
September 15	Winters Putah Creek Committee meeting
November 17	Winters Putah Creek Committee meeting
December 1	Second CEQA Scoping meeting

2015

January 12	Winters Putah Creek Committee meeting
March 16	Winters Putah Creek Committee meeting
March 17	Joint Workshop of Planning Commission and City Council
March 24	Second Joint Workshop and Planning Commission hearing to receive verbal DEIR comments
May 18	Winters Putah Creek Committee meeting
June 11	Planning Commission hearing
July 7	City Council hearing
July 21	Second City Council meeting

Final EIR (two volumes) provided separately to Council,
and available at www.cityofwinters.org.



ATTACHMENT 5

Grant Avenue Design Guidelines Consistency Checklist

Background

The Grant Avenue Design Guidelines were adopted on August 16, 2011 for the purpose of meeting our community expectations and developing project consistency for the Grant Avenue Business and Commercial District and assisting applicants in the planning process. The attached checklist was completed by staff as part of the application review process to substantiate consistency with the guidelines.

Checklist Process

The attached checklist was completed by staff while working through final project design with the applicant. For each item on the checklist information has been provided about how guideline has been met or is not applicable.

Grant Avenue Design Guidelines
Consistency Checklist

Item	Yes	No	N/A	Yes - consistent; No - Not consistent; N/A - not applicable. Please explain each response in the comment section. Thank you.	DRC Use Only	
Section A - Site Planning						
A1	X			The proposed buildings are sited in a manner that considers the surrounding environment.		The main building will be sited near Grant Avenue away from Putah Creek. The landscaped areas along Grant Avenue and Timbercrest Road, the parking lot and the building grounds provide an attractive face from the primary public views. The training venues are positioned south of the main building where they will be screened by seven foot high masonry wall, main building and/or landscaping elements.
Comments:						
A2	X			The development includes limited conflicts between pedestrians, bicyclists, vehicles and utility/delivery vehicles.		The project has been designed to provide separate pathways for pedestrian/bicycles, vehicles and utility traffic by providing trails and bike lanes that are independent of streets and service roads.
Comments:						
A3	X			Public, open or gathering spaces are included, where appropriate.		This is a private facility with limited public access. There will be a small gathering area for students south of the main learning center. The facility provides an area south of the main building where the future building is proposed that most likely to be used by the building occupants to gather during lunch and classroom breaks.
Comments:						

**Grant Avenue Design Guidelines
Consistency Checklist**

Item	Yes	No	N/A	Yes - consistent; No - Not consistent; N/A - not applicable. Please explain each response in the comment section. Thank you.	DRC Use Only	
A4	X			Low impact design features, such as bioretention facility, rain gardens, and permeable pavements are included in the proposed development.		Runoff from most of the impermeable pavement will be filtered through bioswales or gather in a detention pond located at the southeast corner of the site. The large drainage channel will be planted with native grasses which will help to filter runoff from a large rainfall before entering Putah Creek.
Comments:						
A5	X			Consideration for transit facilities is included in the proposed development.		The facility is located within a close distance to Grant Avenue, which is on the route of Yolobus 220 providing connection via bike and pedestrian pathways along the project site frontage to downtown Winters, Davis & Vacaville. A bus stop is planned near the northwest corner of the site at the intersection of Grant Avenue and Timbercrest Road.
Comments:						
A6	X			On-site planning encourages connectivity to off-site bicycle and pedestrian pathways.		There will be a trail connection from Grant Avenue to the Putah Creek Trail that borders the large drainage channel. The section of the Putah Creek Trail that borders the project site will be installed. Eventually this section of trail will be connected to the rest of the trail when the balance of the McClish property is developed or an easement is obtained from the McClishs. A Class 1 bike lane will be installed along the property frontage on Grant Avenue. A pedestrian trail will be provided from the site through the adjacent Roboda property to East Main Street.
Comments:						

**Grant Avenue Design Guidelines
Consistency Checklist**

Section B – Architecture					
B1	X			Design of proposed buildings reflect Winters and its surroundings (compatible materials, colors, quality, coordinated but not the same as properties in Winters, avoid strong or vivid colors unless they fit within local context, concrete block/exposed concrete on visible walls finished in aesthetic manner).	The design of the main building (Learning Center and M&C Tech Center) is contemporary. The T&D Center design is similar to other metal warehouse buildings found elsewhere in the community or nearby. The color schemes are neutral and avoid strong vivid contrasts.
Comments:					
B2	X			Buildings and design features are scaled to human proportion.	The Learning Center is a single story building which has been designed with low windows, window canopies and overhangs to respond to human needs and breakdown the facade to a scale that relates to human proportions and the use of the building.
Comments:					
B3	X			Buildings exhibit variety and distinctiveness (but avoid overly obtrusive or overly monotonous designs, or strong contrast with adjacent buildings, creative use of natural or recycled materials).	The Learning Center has been designed so that it appears to be two buildings through the use of different color schemes and architectural treatment separated by a distinctive entry to help to break up the long façade. The M&C Tech Center has been modified to include a wainscot and a large graphic on the east elevation to help break up the large blank walls.
Comments:					
B4	X			Variety of architectural features encouraged tied to comprehensive design theme (arches, raised parapets, cornices, eaves, windows, balconies, entry insets, roof angles and pitches, wall relief features).	The use of similar window canopies and wainscot and consistent roofline on the east and west half of the Learning Center helps to create a comprehensive design that is connected by the distinctive entry.
Comments:					

Grant Avenue Design Guidelines
Consistency Checklist

B5	X			Site and buildings are visually attractive from neighboring properties, traffic and corridors, and public spaces (service areas and devices screened, integrated and compatible with site features; above criteria is applied to areas visible to public view; rear and side views are visually interesting, coordinated, and well-maintained).		The north elevation of the Learning Center with its distinctive main entry will serve as the public face of the project. The Learning Center will be highly visible to public approaching the site from the east as you pass over I-505 and from the west as you leave the downtown heading to I-505 and/or Davis.
Comments:						
Section C – Connectivity						
C1				The proposed development connects with:		The criteria is met by providing: <i>(see below)</i>
	X			*Grant Avenue Complete Streets Concept Plan		Sidewalk pedestrian connectivity to Grant Avenue.
	X			*Class I and II Bicycle Lanes		Class I bike lane along Grant Avenue.
	X			*Pedestrian/bicycle facilities within the project and with bordering facilities.		Bike parking provided at the project.
	X			*Putah Creek Park Master Plan and Trail System		Trails/bike lanes provided that connect to Putah Creek Trail from Grant Avenue and from the project site to East Main Street.
Comments:						
C2	X			Pedestrian elements are attractive and functional (walkways link parking to building entrances and other walkways; planters, street furniture, outdoor seating, pedestrian oriented signs, low level lighting provided).		There will clearly delineated sidewalks leading from the streets and parking lots to the building entries. The architecture also provides concrete seat walls and elements that allow pedestrians resting places adjacent to the main entrance. Outdoor gathering places with appropriate furnishings will be provided internally within the site.
Comments:						



Grant Avenue Design Guidelines Consistency Checklist

C3	X			Parking areas include a defined sidewalk or marked pedestrian facilities in landscaped areas or separated from traffic lanes required.	Landscaped parking lot with clear pathways to the building entries will be provided. Sidewalks are arranged to collect pedestrians from parking area and convey them to entrances.
Comments:					
C4	X			The project provides connections for walkers and bicyclists to the surrounding community (provides walking/biking facilities on the site, connects to walking/biking facilities in town, provides shortcuts for walkers/bikers).	See A6 and C1 above.
Comments:					
C5	X			Sidewalks provide convenient and safe access (sidewalks sufficiently wide, without obstruction; curbs, shade, lighting provided; buffers between walkers and traffic provided; safe and direct street crossings for walkers).	The project will be providing conveniently located sidewalks and curb separation at sidewalks adjacent to public streets. Crossings at streets and driveways are minimized to further enhance safety.
Comments:					
C6	X			Entrances provide convenient access (entrances adjacent to street, minimal setback, routes are well marked, sidewalks provide uninterrupted access to entrances, safe bike parking is located next to entrances).	The main entry to the Learning Center will be prominently located along the main street frontage with a minimal setback and providing well delineated pedestrian pathways. Bike parking will also be provided adjacent to the west entrance.
Comments:					
Section D – Landscaping					

**Grant Avenue Design Guidelines
Consistency Checklist**

D1	X			The proposed landscaping complies with the State's Model Water Efficient Landscape Ordinance and the California Green Building Standards Code (CalGreen).		The proposed landscaping will meet the State's Model Water Efficient Ordinance, including any revisions forthcoming due to the order from the Governor to reduce water consumption. Irrigation will comply with the Model Water Efficient Landscape Ordinance and CalGreen codes.
Comments:						
D2	X			Scale and nature of landscape materials is appropriate to site and structure (Plants are of type, spacing, and sizing to reach maturity within reasonable time. Hardy, drought tolerant, low maintenance species adapted to Winters climate are emphasized, parking lot trees also withstand heat, pollutants).		The applicant has selected trees and plantings that are scaled to the project, appropriate to the Winters climate, and selected for drought tolerance and low maintenance. Parking lot landscaping and tree selection/sizes will meet local requirements.
Comments:						
Section E – Signs						
E1	X			Signs are compatible with architectural character of buildings (signage does not dominate site, uses compatible colors and material, lighting is restrained and harmonious)		There will be limited signage for the project. The applicant has shown on locating a graphic which simulates the PG&E logo on all four elevations of the T&D Center and the east facing wall of the M&C Center. The graphics contain no actual wording and are designed to help break up the large blank walls on each elevation.
Comments:						
Section F – Lighting						
F1	X			Lighting harmonizes with site, building design, architecture, and landscaping (lighting form, function, character, fixture styles, design and placement; lighting does not interfere with pedestrian movement).		Lighting has been designed to functionally illuminate the site and create a safe and secure environment while harmonizing with the project design. Low level lights will be placed alongside pedestrian paths to limit pedestrian interference.
Comments:						



Grant Avenue Design Guidelines Consistency Checklist

F2	X			The proposed development includes consideration of the effects of light pollution on the environment, as well as utilization of energy conservation technologies.	The project has been designed utilizing efficient LED light sources that will comply with backlighting, uplighting, and glare (BUG) standards to minimize light trespass on surrounding properties, avoid glaring light sources, and limit night sky glow. To the maximum extent possible the project will utilize motion and light sensors to allow the project to “go dark” at night when not active or occupied.
Comments:					
Section G - Energy Conservation					
G1	X			Active and passive solar and other renewable energy design and devices are used (building orientation, landscaping, lighting, heating and cooling, photovoltaic system-ready or installed).	The Learning Center has been oriented along an east-west axis to optimize solar alignment and providing window overhangs to shade glazing. HVAC and lighting systems will be designed to meet or exceed Title -24 energy requirements and the roof will be solar ready to receive rooftop PV's.
Comments:					
G2	X			Devices are unobtrusive and complement design (solar panels flush with roof).	The main building has been designed to provide a solar ready roof with parapets of sufficient height to screen future PV installations.
Comments:					
Section H - Green Building (incorporating green building elements)					
H1	X			Water efficiency	The project will comply with CalGreen water utilization goals for low flow plumbing fixtures and a landscape designed to limit irrigation demand.
Comments:					
H2	X			Energy	The project will meet the criteria by meeting or exceeding CA Title-24 energy requirements and providing a roof ready to receive future rooftop solar systems.
Comments:					

Grant Avenue Design Guidelines
Consistency Checklist

H3	X			Materials and Resources		The buildings will be designed to meet the CalGreen code requirements while maximizing the use of recycled content and regionally sourced materials.
Comments:						
H4	X			Indoor environmental quality		The buildings and structures will be designed to meet CalGreen code requirements including low emitting materials, providing daylighting and views for occupants, and allowing individual control of lighting and comfort systems within the building.
Comments:						

RESOLUTION NO. 2015- 27

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADOPTING CEQA FINDINGS OF FACT; ADOPTING A MITIGATION MONITORING
PLAN; AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR
THE WINTERS PG&E GAS OPERATIONS TECHNICAL TRAINING CENTER**

WHEREAS, the project is known as the “Winters Gas Operations Technical Training Center” or “GOTTTC” and is located at the southwest corner of Interstate 505 and East Grant Avenue.

WHEREAS, the City circulated a Draft Environmental Impact Report (“DEIR”) for public comment as required by law, and

WHEREAS, the City received public and agency comments on the DEIR and as required by law prepared a Final Environmental Impact Report (“FEIR”) which includes the public and agency comments, responses to the comments and as additional text, none of which requires recirculation of the DEIR, and

WHEREAS, on June 11, 2015 the Planning Commission heard the staff report and public testimony concerning the project. The Commission voted to recommend certification of the EIR and approval of the project, and

WHEREAS, the FEIR, consisting of the Draft EIR and Responses to Comments, has been prepared pursuant to the California Environmental Quality Act (“CEQA;” PRC Section 21000 *et seq.*) to analyze the environmental effects of the project;

WHEREAS, Section 21000 *et. seq.* of the Public Resources Code and Section 15000 *et. seq.* of Title 14 of the California Code of Regulations (CEQA Guidelines) which govern the preparation, content, and processing of environmental impact reports, have been fully implemented in the preparation of the FEIR;

WHEREAS, the City Council has reviewed the Final EIR prepared for the project, the staff reports pertaining to the Final EIR, the Planning Commission hearing minutes and reports, and all evidence received by the Planning Commission and at the City Council hearings, all of which documents and evidence are hereby incorporated by reference into this Resolution;

WHEREAS, the Final EIR identified certain potentially significant adverse effects on the environment caused by the project;

WHEREAS, the City Council is required pursuant to CEQA (Guidelines Section 15021), to adopt all feasible mitigation measures or feasible project alternatives that can substantially lessen or avoid any significant environmental effects keeping in mind the obligation to balance a variety of public objectives.

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

1. Exhibit A (Findings of Fact) and Exhibit B (Mitigation Monitoring and Reporting Program) of this Resolution provide findings required under Section 15091 of the CEQA Guidelines for significant effects of the project. The City Council hereby adopts these various findings of fact attached hereto as Exhibit A.

2. The Mitigation Monitoring and Monitoring Reporting Program attached hereto as Exhibit B is hereby adopted to ensure implementation of feasible mitigation measures identified in the EIR. The City Council finds that these mitigation measures are fully enforceable conditions on the project and shall be binding upon the City and affected parties.

3. The City Council finds that the project is consistent with the General Plan (including all elements), and that approval of the project is in the public interest and is necessary for the public health, safety, and welfare.

4. The City Council finds that the FEIR has been prepared in compliance with CEQA and certifies the FEIR.

5. A Notice of Determination shall be filed within 5 days of final approval of the project.

PASSED AND ADOPTED by the City Council of the City of Winters this 21st day of July, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecelia Aguiar-Curry, Mayor

Nanci G. Mills, City Clerk

Exhibits Attached:

- A. CEQA Findings of Fact**
- B. Mitigation Monitoring and Reporting Program**

CEQA FINDINGS OF FACT

for the

Winters Pacific Gas and Electric Gas Operations Technical Training Center
City of Winters, California

July 21, 2015

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I. RECORD OF PROCEEDINGS

The record of proceedings used by the City Council in making its decision regarding the Project includes the following documents:

- A. The Initial Study prepared for the Project;
- B. The NOP and all other public notices issued by the City in conjunction with the Project;
- C. All comments received in response to the NOP;
- D. Official City documents, including the General Plan, General Plan EIR, Improvement Standards, the Municipal Code and adopted City rules, procedures and standards.
- E. The FEIR and all comments and correspondence received on the FEIR;
- F. The Mitigation Monitoring and Reporting Program (“MMRP”) for the Project;
- G. All reports, studies, memoranda, maps, staff reports, or other planning documents relating to the Project prepared by the City or consultants to the City;
- H. All documents submitted to the City by the Project Applicant, other public agencies, and members of the public in connection with the Project, through the close of public hearings on the Project;
- I. Any minutes of information sessions, public meetings, and public hearings held by the Planning Commission and City Council;
- J. Transcripts of the Planning Commission meetings and hearings if provided to the City Council;
- K. Any documentary or other evidence submitted to the Planning Commission and City Council at such information sessions, public meetings, and public hearings;
- L. All resolutions and ordinances adopted by the Planning Commission and the City Council regarding the Project, and all staff reports, analyses, and summaries related to the adoption of those resolutions and ordinances;
- M. Any other materials required for the record of proceedings pursuant to Public Resources Code section 21167.6, subdivision (e).

The official custodian of the record is the Clerk of the City of Winters, 318 1st Street, Winters, CA 95694.

II. FINDINGS REQUIRED UNDER CEQA

Public Resources Code section 21002 provides that “public agencies should not approve Projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such Projects[.]” The same statute states that the procedures required by CEQA “are intended to assist public agencies in systematically identifying both the significant effects of proposed Projects and the feasible alternatives or feasible mitigation measures which will avoid or substantially lessen such significant effects.” Section 21002 goes on to state that “in the event [that] specific economic, social, or other conditions make infeasible such Project alternatives or such mitigation measures, individual Projects may be approved in spite of one or more significant effects thereof.”

The mandates and principles announced in Public Resources Code section 21002 are implemented, in part, through the requirement that agencies must adopt findings before approving Projects for which an EIR is required. (See Pub. Resources Code, § 21081, subd. (a); CEQA Guidelines, § 15091, subd. (a).) For each significant environmental effect identified in an EIR for a Project, the approving agency must issue a written finding, supported by substantial evidence, reaching one or more of three permissible conclusions.

The first such finding is that "[c]hanges or alterations have been required in, or incorporated into, the Project which avoid or substantially lessen the significant environmental effect as identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(1).)

The second permissible finding is that "[s]uch changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency." (CEQA Guidelines, § 15091, subd. (a)(2).)

The third potential conclusion is that "[s]pecific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or Project alternatives identified in the final EIR." (CEQA Guidelines, § 15091, subd. (a)(3).)

Public Resources Code section 21061.1 defines "feasible" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors." CEQA Guidelines section 15364 adds another factor: "legal" considerations. (See also *Citizens of Goleta Valley v. Board of Supervisors* ("Goleta II") (1990) 52 Cal.3d 553, 565.)

The concept of "feasibility" also encompasses the question of whether a particular alternative or mitigation measure promotes the underlying goals and objectives of a Project. (*City of Del Mar v. City of San Diego* (1982) 133 Cal.App.3d 410, 417.) "[F]easibility' under CEQA encompasses 'desirability' to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, and technological factors." (*Ibid.*; see also *Sequoyah Hills Homeowners Assn. v. City of Oakland* (1993) 23 Cal.App.4th 704, 715; *Sierra Club v. County of Napa* (2004) 121 Cal.App.4th 1490, 1507-1508 (the failure to meet Project objectives can be sufficient evidence demonstrating infeasibility of an alternative).)

The CEQA Guidelines do not define the difference between "avoiding" a significant environmental effect and merely "substantially lessening" such an effect. The City must therefore glean the meaning of these terms from the other contexts in which the terms are used. Public Resources Code section 21081, on which CEQA Guidelines section 15091 is based, uses the term "mitigate" rather than "substantially lessen." The CEQA Guidelines therefore equate "mitigating" with "substantially lessening." Such an understanding of the statutory term is consistent with the policies underlying CEQA, which include the policy that "public agencies should not approve Projects as proposed if there are feasible alternatives or feasible mitigation measures available which would substantially lessen the significant environmental effects of such Projects." (Pub. Resources Code, § 21002.)

For purposes of these findings, the term "avoid" refers to the effectiveness of one or more mitigation measures to reduce an otherwise significant effect to a less-than-significant level. In contrast, the term "substantially lessen" refers to the effectiveness of such measure or measures to substantially reduce the severity of a significant effect, but not to reduce that effect to a less-than-significant level. These interpretations are mandated by the holding in *Laurel Hills Homeowners Association v. City Council* (1978) 83 Cal.App.3d 515, 519-521, where the court of appeal held that an agency had satisfied its obligation to substantially lessen or avoid significant effects by adopting numerous mitigation measures, not all of which rendered the significant impacts in question to a less-than-significant level.

CEQA Guidelines section 15091 requires only that approving agencies specify that a particular significant effect is "avoid[ed] or substantially lessen[ed]." The findings, for purposes of clarity, in each case will specify whether the effect in question has been reduced to a less-than-significant level, or has simply been substantially lessened but remains significant. Moreover, although section 15091, read literally, does not require findings to address environmental effects that an EIR identifies as merely "potentially significant," these findings will nevertheless fully account for all such effects identified in the EIR.

CEQA requires that the lead agency adopt mitigation measures or alternatives, where feasible, to substantially lessen or avoid significant environmental impacts that would otherwise occur. Project modification or alternatives are not required, however, where such changes are infeasible or where the responsibility for modifying the Project lies with some other agency. (CEQA Guidelines, § 15091, subd. (a), (b).)

In seeking to effectuate the substantive policy of CEQA to substantially lessen or avoid significant environmental effects to the extent feasible, an agency, in adopting findings, need not necessarily address the feasibility of *both* mitigation measures and environmentally superior alternatives when contemplating approval of a proposed Project with significant impacts. Where a significant impact can be mitigated to an "acceptable" level solely by the adoption of feasible mitigation measures, the agency, in drafting its findings, has no obligation to consider the feasibility of any environmentally superior alternative that could also substantially lessen or avoid that same impact – even if the alternative would render the impact less severe than would the proposed Project as mitigated. (*Laurel Hills Homeowners Ass'n v. City Council* (1978) 83 Cal.App.3d 515, 521; *see also Kings County Farm Bureau v. City of Hanford* (1990) 221 Cal.App.3d 692, 730-731; and *Laurel Heights Improvement Ass'n v. Regents of the University of California* ("Laurel Heights I") (1988) 47 Cal.3d 376, 400-403.)

In these Findings, the City addresses the extent to which each significant environmental effect can be substantially lessened or avoided through the adoption of feasible mitigation measures. The City Council finds that all significant environmental effects will be substantially lessened or avoided through the adoption of the mitigation measures, and that none of the proposed mitigation measures are infeasible. Nonetheless, the City Council also addresses the extent to which alternatives described in the EIR are (i) environmentally superior with respect to that effect and (ii) "feasible" within the meaning of CEQA.

III. LEGAL EFFECT OF FINDINGS

These Findings constitute the City Council's evidentiary and policy bases for its decision to approve the Project in a manner consistent with the requirements of CEQA. To the extent that these Findings conclude that proposed mitigation measures outlined in the EIR are feasible and have not been modified, superseded or withdrawn, the City hereby binds the Project Applicant and any other responsible parties to implement those measures. These Findings, in other words, are not merely informational or advisory, but constitute a binding set of obligations that will come into effect when the City Council adopts the resolution(s) and/or ordinance(s) approving the conditional use permit for the Project. (Pub. Resources Code, § 21081.6, subd. (b).) In addition, the adopted mitigation measures are conditions of approval.

IV. MITIGATION MONITORING AND REPORTING PROGRAM ("MMRP")

The City prepared a MMRP for the Project (Exhibit B to this Resolution), and approved the MMRP by the same resolution that has adopted these Findings. (See Pub. Resources Code, § 21081.6, subd. (a)(1); CEQA Guidelines, § 15097.) The City Council finds that all mitigation measures contained in the MMRP are feasible and will mitigate the potentially significant impacts of the Project to a less than significant impact. The City Council will use the MMRP to track compliance with Project mitigation measures. The MMRP will remain available for public review during the compliance period.

V. SIGNIFICANT ADVERSE IMPACTS AND MITIGATION MEASURES

A. Impacts Found to be Less Than Significant

The EIR identifies the thresholds of significance utilized to determine the impacts in the various resource categories discussed below. The EIR also identifies the following environmental impacts that are less than significant, and therefore do not require mitigation. These impacts are:

4.1 Aesthetics

- Impact 4.1-1: Substantially damage resources within a designated scenic corridor.
- Impact 4.1-3: Light and glare.
- Impact 4.1-4: Conflict with applicable local plans and policies related to aesthetics.

4.2 Agricultural and Forestry Resources

- Impact 4.2-1: Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance to non-agricultural use in conflict with the City's General Plan or Zoning Code.
- Impact 4.2-2: Involve other changes in the existing environment which, due to their location or nature, could result in conversion of farmland, to non-agricultural use.
- Impact 4.2-3: Conflict with applicable local plans and policies related to agricultural resources.

4.3 Air Quality

- Impact 4.3-1: Generation of temporary and short-term construction-related emissions of criteria air pollutants and precursors.
- Impact 4.3-2: Generation of long-term operational emissions of criteria pollutants and precursors.
- Impact 4.3-3: Generation of local mobile-source CO emissions.
- Impact 4.3-4: Exposure of sensitive receptors to toxic-air-contaminant emissions.
- Impact 4.3-5: Exposure of sensitive receptors to objectionable odors.
- Impact 4.3-6: Conflict with applicable local plans and policies related to air quality.

4.4 Biological Resources

- Impact 4.4-3: Impacts on foraging habitat of special-status birds.
- Impact 4.4-5: Impacts to roosting bats.
- Impact 4.4-6: Impacts to western pond turtle.
- Impact 4.4-7: Conflict with applicable local plans and policies related to biological resources.

4.5 Cultural Resources

- Impact 4.5-3: Conflict with applicable local plans and policies related to cultural resources.

4.6 Geology, Soils, and Hazards

- Impact 4.6-1: Expose people or structures to strong seismic ground shaking.
- Impact 4.6-2: Expose people or structure to liquefaction.
- Impact 4.6-3: Result in substantial soil erosion or the loss of topsoil.
- Impact 4.6-4: Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project.
- Impact 4.6-5: Be located on expansive soil, as defined in table 18-1-B of the Uniform Building Code (1994, as updated), creating substantial risk to life or property.
- Impact 4.6-6: Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
- Impact 4.6-9: Create a significant hazard to the public or the public or the environment through reasonably foreseeable upset and/or accident conditions involving the use of natural gas during training activities
- Impact 4.6-10: Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- Impact 4.6-11: Expose people or structures to a significant risk of loss, injury, or death involving wildland fires, including where

wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands.

- Impact 4.6-12: Conflict with applicable local plans and policies related to geology, soils, and hazards.

4.7 Greenhouse Gas Emissions

- Impact 4.7-1: Generation of greenhouse gas emissions during construction and operation.
- Impact 4.7-2: Conflict with an applicable GHG emissions reduction plan.
- Impact 4.7-3: Conflict with applicable local plans and policies related to GHG emissions.

4.8 Land Use, Planning, Population, and Housing

- Impact 4.8-1: Conflict with land use plans, policies, or existing zoning.
- Impact 4.8-2: Induce substantial population or housing growth in the project vicinity.

4.9 Noise

- Impact 4.9-1: Result in a permanent increase in ambient noise levels as a result of increased traffic on local/regional roadways.
- Impact 4.9-2: Result in noise levels at the project site in excess of standards established in the local general plan.
- Impact 4.9-3: Exposure to construction-related and operational vibration.
- Impact 4.9-6: Conflict with applicable local plans and policies related to noise.

4.10 Public Services and Recreation

- Impact 4.10-1: Increased demand for police protection.
- Impact 4.10-2: Increased demand for fire protection facilities.
- Impact 4.10-3: Increased demand for emergency response services.
- Impact 4.10-4: Demand for new or expanded recreational facilities.
- Impact 4.10-5: Conflict with applicable local plans and policies related to public services and recreation.

4.11 Transportation and Circulation

- Impact 4.11-1: Intersection level of service impacts (existing plus project).
- Impact 4.11-4: Transit facility impacts.
- Impact 4.11-5: Bicycle facility impacts.
- Impact 4.11-6: Pedestrian facilities impacts.
- Impact 4.11-9: Conflict with applicable local plans and policies related to transportation and circulation.

4.12 Utilities, Hydrology, and Water Quality

- Impact 4.12-1: Impacts on water supply and infrastructure.
- Impact 4.12-2: Impacts to sewer collection and treatment facilities.
- Impact 4.12-3: Impacts to electricity and natural gas facilities and energy.

- Impact 4.12-4: Impacts to solid waste facilities.
- Impact 4.12-5: Short-term, construction-related water quality impacts.
- Impact 4.12-6: Impacts to stormwater systems and flooding.
- Impact 4.12-7: Long-term water quality impacts.
- Impact 4.12-8: Conflict with applicable local plans and policies related to utilities, hydrology, and water quality.

B. Impacts Found to be Less Than Significant After Mitigation

1. **4.1 Aesthetics - Impact 4.1-2:** Changes in visual character of the site. The project would result in changes to the visual character of the site. Visual character along the existing riparian corridor, the planned public open space, planned trail, and other passive recreational opportunities along Putah Creek would change significantly with the proposed project. Views would be of an unscreened seven-foot-high concrete block wall, and generally barren engineered interim channel facility. The applicant proposes grasses to stabilize the channel soils but no additional landscaping, naturalized design features, or other aesthetically softening features are proposed. The proposal would utilize a 100-foot band of the planned open space along Putah Creek for the proposed interim drainage channel cross-section; moreover there is no proposed plan for reclamation of that facility at the point in the future in which it is no longer needed. This would be inconsistent with the City-adopted Putah Creek Nature Park Master Plan and create a substantial adverse change in visual character within the southern portion of the site.

Mitigation Measure:

MM 4.1-2

In coordination with the City, and subject to the approval of the City Engineer and City Planner, the applicant shall redesign the proposed 100-foot channel design to free up adequate space for additional landscaping and irrigation of the sound wall and along the east/west portion of the drainage channel along the Putah Creek corridor. The width of the maintenance roads and channel shall be modified to free up a minimum of two-feet against the proposed sound wall for landscaping and irrigation, and maximize additional area on the south side of the channel for native landscaping, the trail connection, and recreational amenities consistent with the Putah Creek Nature Park Master Plan. One intent of the redesign is to result in a design that would not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned.

The applicant shall design and install the revised channel cross-section and provide a revised landscaping plan that includes additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan. The revised design must include the segment of the Upper Putah Creek trail extending from I-505 west between the channel and Putah Creek (approximately 600 linear feet) and connect north along the channel to intersect with East Grant Avenue. The project applicant shall fund the installation of

the described expanded native landscaping, including vines and other landscaping to soften and hide the sound wall. Vegetation near the sound wall shall be selected based on its ability to screen the proposed wall associated with the GOTTC. Vegetation in the area between the drainage channel and existing Putah Creek riparian corridor shall be selected based on ability to provide an appropriate transition from the drainage facility to the existing Putah Creek habitat. Landscaping shall include native vegetation within the redesigned channel and open space area south of the drainage channel. The City of Winters shall review/approve the proposed landscaping prior to implementation.

Level of Significance After Mitigation:

Implementation of this mitigation measure would provide adequate screening of the proposed GOTTC and drainage channel such that the components of the proposed project would not substantially degrade the visual character of the area, and the City's open space and natural resource goals General Plan Policies VI.D.1 and VIII.A.6, and of the Putah Creek Nature Park Master Plan would be achieved. Therefore, this impact would be reduced to a **less-than-significant (LTS)** level.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

2. **4.4 Biological Resources - Impact 4.4-1:** Impacts on raptors. Implementation of the proposed project would result in the loss of Swainson's hawk and other raptor foraging habitat as a result of conversion of the project site from undeveloped/agricultural use to developed uses and could result in the disturbance of nesting raptors, including Swainson's Hawk

Mitigation Measure:

MM 4.4-1a

If construction is proposed during breeding season (March-August), the project proponent shall conduct a pre-construction raptor nest survey no less than 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFW and the City of Winters Planning Department.

If no active nests are found during the pre-construction survey, no further mitigation for nesting raptor impacts is required. If active nests are found, a quarter-mile (1,320 feet) initial temporary nest disturbance buffer shall be established by the project proponent. If project-related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season (approximately March 1 and September 1), then an on-site biologist/monitor experienced with raptor behavior shall be retained by the project proponent to monitor the nest, and shall

along with the project proponent, consult with the CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals.

The buffer distance may be adjusted in consultation with CDFW depending on the behavior of the raptors and construction activity. The designated on-site biologist/monitor shall be on-site daily while construction related activities are taking place and shall have the authority to stop work if raptors are exhibiting agitated behavior. In consultation with CDFW and depending on the behavior of the raptors, over time it may be determined that the on-site biologist/monitor may no longer be necessary due to the raptors' acclimation to construction-related activities.

MM 4.4-1b

The project applicant shall permanently protect 38 acres of Swainson's hawk foraging habitat by either (1) purchasing a DFW-approved conservation easement of like acreage or (2) paying the requisite mitigation fee to the Yolo Habitat JPA pursuant to the Swainson's Hawk Interim Mitigation Fee Program or purchasing mitigation credits from an approved mitigation credit holder. Purchase of a conservation easement of like acreage or payment of the mitigation fee shall be made to the Yolo Habitat JPA and shall be confirmed by the City prior to the issuance of the first grading permit. This mitigation shall be implemented consistent with any local habitat mitigation program in effect at the time.

Level of Significance After Mitigation:

Compliance with implementation of Mitigation Measures 4.4-1a, would ensure there would be no nesting raptors located proximate to construction activities prior to commencement of construction, and if there were, that all such nests were fully protected. Additionally, compliance with Mitigation Measure 4.4-1b would ensure that any loss of foraging habitat would be fully replaced at a 1:1 ratio and preserved in perpetuity. Thus, the impacts to Swainson's hawk and other raptors would be mitigated to **less than significant (LTS)**.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

3. **4.4 Biological Resources – Impact 4.4-2:** Impacts on nesting birds. Impacts on migratory birds (including, but not limited to, white-tailed kite, northern harrier, loggerhead shrike and burrowing owl) during ground-disturbing activities, and shrub removal if these activities are scheduled during the breeding season, could result in avian mortality of eggs or young. Construction activities adjacent to active nests could also result in nest abandonment.

Mitigation Measure:

MM 4.4-2a

The project applicant shall implement the following measures to avoid or minimize potential loss of migratory bird nests:

- a. For construction activities occurring between February 15 and August 31, the project applicant shall retain a qualified biologist to conduct preconstruction surveys for nesting migratory birds (including raptors) and to identify active nests on and within 0.25 mile of the project site. The surveys shall be conducted no more than 14 days before the beginning of ground disturbing activities.
- b. If active nests are found, the qualified biologist shall determine an adequate buffer for the species and nest by referring to PG&E's Avian Conservation Strategy (ICF International and H. T. Harvey and Associates, 2013). No project activity shall commence within the buffer area until the qualified biologist confirms that any young have fledged and the nest is no longer active. If this is not feasible, consultation with CDFW or USFWS (depending on species) shall be required. Monitoring of the nest by a qualified biologist shall be required if the activity has potential to adversely affect the nest.

MM 4.4-2b

The project applicant shall implement the following measures to avoid or minimize impacts to burrowing owl nest sites and foraging habitat.

- a. The project applicant shall retain a qualified biologist to conduct preconstruction surveys on and within 500 feet of the project site no more than 30 days prior to ground-disturbing activities. If no occupied burrows are found in the survey area, a letter report documenting survey methods and findings shall be submitted to CDFW and no further mitigation shall be required.
- b. If an active burrow is found during the nonbreeding season, (September 1 through January 31), the project applicant shall consult with CDFW regarding protection buffers to be established around the occupied burrow and maintained throughout construction activities.
- c. If an active burrow is found during the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 1,500-foot protective buffer unless a qualified biologist verifies through noninvasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. The 1,500-foot buffer may be reduced if a broad-scale, long-term, monitoring program acceptable to CDFW is implemented to ensure burrowing owls are not detrimentally affected. Once the fledglings are capable of independent survival, the owls can be evicted and the burrow can be destroyed per the terms of a CDFW-approved burrowing owl exclusion plan developed by the project proponent.
- d. If active burrowing owl nests are found on the project site and are destroyed by project implementation, the project applicant shall mitigate the loss of occupied habitat in accordance with guidance provided in the City's Habitat Mitigation Program and the CDFW 2012 Staff Report, which states that permanent impacts to nesting, occupied and satellite burrows, and burrowing owl habitat shall be mitigated such that habitat acreage, number of burrows, and burrowing owls impacted are replaced through permanent

conservation of comparable or better habitat with similar vegetation communities and burrowing mammals (e.g., ground squirrels) present to provide for nesting, foraging, wintering, and dispersal. The project applicant shall retain a qualified biologist to develop a burrowing owl mitigation and management plan that incorporates the following goals and standards:

- i. Mitigation lands shall be selected based on comparison of the habitat lost to the compensatory habitat, including type and structure of habitat, disturbance levels, potential for conflicts with humans, pets, and other wildlife, density of burrowing owls, and relative importance of the habitat to the species range wide.
- ii. If feasible, mitigation lands shall be provided adjacent or proximate to the project site so that displaced owls can relocate with lowered risk of take. Feasibility of providing mitigation adjacent or proximate to the project site depends on availability of sufficient suitable habitat to support displaced owls that may be preserved in perpetuity.
- iii. If suitable habitat is not available for conservation adjacent or proximate to the Project site, mitigation lands shall be focused on consolidating and enlarging conservation areas outside of urban and planned growth areas and within foraging distance of other conservation lands. Mitigation may be accomplished through purchase of mitigation credits at a CDFW-approved mitigation bank, if available. If mitigation credits are not available from an approved bank and mitigation lands are not available adjacent to other conservation lands, alternative mitigation sites and acreage shall be determined in consultation with CDFW.
- iv. If mitigation is not available through an approved mitigation bank and shall be completed through permittee-responsible conservation lands, the mitigation plan shall include mitigation objectives, site selection factors, site management roles and responsibilities, vegetation management goals, financial assurances and funding mechanisms, performance standards and success criteria, monitoring and reporting protocols, and adaptive management measures. Success shall be based on the number of adult burrowing owls and pairs using the site and if the numbers are maintained over time. Measures of success shall include site tenacity, number of adult owls present and reproducing, colonization by burrowing owls from elsewhere, changes in distribution, and trends in stressors.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.4-2a and 4.4-2b would reduce potentially significant impacts on migratory birds and burrowing owl to a **less-than-significant (LTS)** level because it would require measures to avoid disturbances of active nests and burrows so that project construction would not result in nest abandonment and loss of eggs or young of migratory birds, and would provide compensation for loss of burrowing owl foraging habitat.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

4. **4.4 Biological Resources – Impact 4.4-4:** Impacts on valley elderberry longhorn beetle. Implementation of the proposed project could result in indirect impacts through construction and operational activities to VELB because of the presence of elderberry shrubs within Putah creek.

Mitigation Measure:

MM 4.4-4

The project applicant shall implement the following measures to avoid, minimize, and mitigate impacts on valley elderberry longhorn beetle:

- a. Prior to construction, a minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than one-inch diameter at ground level shall be maintained to avoid direct impacts. The buffer area shall be fenced with high visibility construction fencing prior to commencement of ground-disturbing activities and shall be maintained for the duration of construction activities. No seating or impermeable features shall be placed within the 20-foot buffer. Planting of native riparian vegetation may occur within the 20-foot buffer as long as it does not impact the elderberry shrubs.
- b. Prior to construction, erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.
- c. Prior to construction, instruct work crews about the status of the beetle and the need to protect the elderberry plant.
- d. Project activities, such as truck traffic or other use of machinery, shall not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected.
- e. Areas that are disturbed temporarily shall be restored to pre-disturbance conditions. Erosion control measures shall be implemented to restore areas disturbed within 100 feet of elderberry shrubs.
- f. Herbaceous vegetation trimming may occur from July through April to reduce fire hazard. No mowing shall occur within five feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (i.e., stripping away bark through careless use of mowing/trimming equipment).
- g. Upon final design of the extension of Upper Putah Creek Trail, a qualified biologist shall review final design plans and construction methods. Should the final design of recreational improvements (i.e. trails) be proposed within the 20-foot buffer, the City

shall contact USFWS to determine appropriate conservation measures such that no net loss of elderberry shrubs would occur.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.4-4a-g, would reduce impacts on valley elderberry longhorn beetle to a **less-than-significant (LTS)** level because direct impacts to elderberry shrubs would be avoided and areas within 100 feet of any elderberry bushes would be revegetated to prevent indirect impacts over the long-term.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

5. **4.5 Cultural Resources – Impact 4.5-1:** Disturb archaeological resources or human remains. Based on the results of the archaeological records search and survey, there are no known archaeological resources on the project site. Ground-disturbing activities could result in discovery or damage of as yet undiscovered archaeological resources as defined in CEQA Guidelines Section 15064.5, or disturb previously unknown human remains, including those interred outside of formal cemeteries.

Mitigation Measure:

MM 4.5-1

1. In the event that any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil (“midden”), that could conceal cultural deposits, are discovered during construction or on-site training activities within the equipment training area, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained by the project applicant to assess the significance of the find. If the find is determined to be significant by the qualified archaeologist (i.e., because it is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall develop appropriate procedures to protect the integrity of the resource and ensure that no additional resources are affected. Procedures could include but would not necessarily be limited to preservation in place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.
2. If the archaeologist determines that some or all of the affected property qualifies as a Native American Cultural Place, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code Section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code Section 5024.1, including any historic or prehistoric ruins, any burial

ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist shall recommend to the applicant potentially feasible procedures that would preserve the integrity of the site or minimize impacts on it.

3. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor shall immediately halt potentially damaging excavation in the area of the burial and notify the County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). Following the coroner's findings, the archaeologist, and the NAHC-designated Most Likely Descendent shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.

Level of Significance After Mitigation:

Implementation Mitigation Measure 4.5-1 would reduce impacts associated with archaeological resources to a **less-than-significant (LTS)** level because it requires the performance of professionally accepted and legally compliant procedures for the discovery of previously undocumented significant archaeological resources and human remains.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

6. **4.5 Cultural Resources – Impact 4.5-2:** Disturb a unique paleontological resource. No paleontological resources are known to occur within the project site or a one-mile radius of the site. However, similar Pleistocene sediments in the project area, including the banks of Putah Creek, and throughout the Sacramento Valley have produced significant paleontological resources. Earth-disturbing activities could potentially damage previously unknown paleontological resources.

Mitigation Measure:

MM 4.5-2

1. The project applicant shall retain a qualified paleontologist to conduct an on-site training that will alert all construction personnel and operational staff involved in equipment training about the possibility of encountering fossils. The appearance and types of fossils

- (6) On _____, 2015, the City approved a Parcel Map subdividing the Property and adjacent properties into three private lots and dedicating two public lots and granting a sidewalk easement along Grant Avenue to the City by Resolution No. _____ ("Parcel Map");
- (7) On _____, 2014, the City approved the proposed Site Plan, Design Review and Sign for the Project by Resolution No. _____ ("Design Review Approval"); and
- (8) On _____, 2014, the City approved certain amendments to the 2008 Winters Storm Drainage Master Plan by Resolution No. _____ ("Storm Drainage Master Plan Amendment").
- (9) On _____, 2014, the City approved Ordinance No. _____ approving this Development Agreement ("Development Agreement Ordinance")

The approvals and development policies described in subparagraphs (1) through (9), inclusive, above (including but not limited to all conditions of approval, the mitigation measures adopted pursuant to the EIR and the EIR mitigation and monitoring program) are collectively referred to herein as the "Existing Project Approvals." All the Existing Project Approvals are incorporated herein by reference, and full copies of the approving resolutions and ordinance are provided as Exhibit B. References herein to Existing Project Approvals shall also include Final City Future Approvals (defined in Recital E, below) unless otherwise noted.

E. Future approvals required from City include, without limitation, administrative design review the utility village included within the Project and the sign program, design review of the proposed future building contemplated by the project, final map, vacation and dedications of certain easements and open space in connection with the Parcel Map, grading permits, building permits, and certificates of occupancy. The future approvals from the City are referred to collectively as the "City Future Approvals." The future approvals from other agencies are referred to collectively as "Other Agency Future Approvals." The term "Future Approvals" refers to both the City Future Approvals and the Other Agency Future Approvals. Future Approvals shall also include any subsequent or supplemental environmental impact report required by Public Resources Code Section 21166 or other environmental review required under any applicable provision of the

California Environmental Quality Act, including all mitigation measures, monitoring programs and conditions adopted as a result of any such environmental review. References herein to a "Final City Future Approval" means a City Future Approval, which has received final approval and is fully effective according to its terms and conditions.

F. This Development Agreement is voluntarily entered into by the Developer in order to implement the General Plan, as amended, and in consideration of the rights conferred and the procedures specified herein for the development of the Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the General Plan, as amended, and in consideration of the agreements and undertakings of the Developer hereunder.

G. This Development Agreement will eliminate uncertainty in planning for and securing orderly development of the Project, provide the certainty necessary for Developer to make significant investments in public infrastructure and other improvements, and provide significant public benefits to the City that the City would not be entitled to receive without this Development Agreement.

H In exchange for the benefits to the City, the Developer desires to receive the assurance that it may proceed with the Project in accordance with Existing Project Approvals and other existing land use ordinances, subject to the terms and conditions contained in this Development Agreement and to secure the benefits afforded the Developer by Government Code section 65865.3.

I On _____, 2015, after duly noticed public hearings, the City Council of the City of Winters adopted Ordinance No. _____ approving this Development Agreement. The Ordinance took effect on _____, 2015. Ordinance No. _____ is incorporated herein by reference and a copy is provided at Exhibit B.

AGREEMENT

IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES, THE CITY AND THE DEVELOPER HEREBY AGREE AS FOLLOWS:

ARTICLE 1. General Provisions.

A. [Sec. 100] Property Description and Binding Covenants. The Property is that real property depicted on Exhibit A and legally described on Exhibit B. The Developer represents that as of the Effective Date of this Development Agreement it is the legal fee owner of the Property. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties hereto.

B. [Sec. 101] Effective Date and Term. The Effective Date of this Agreement shall be the later of (1) thirty (30) days after approval of this Agreement by the City Council or (2) the date that all Project Approvals are approved and have become final, non-appealable and not subject to referenda. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of fifteen (15) years thereafter, unless said term is terminated, modified or extended by circumstances set forth in this Agreement or by mutual consent of the Parties, subject to the provisions of Section 105 hereof. Following the expiration of said term, this Agreement shall be deemed terminated and of no further force and effect, subject, however, to the provisions of Section 408 hereof.

The City shall cause any such written notice of termination to be recorded with the County Recorder within ten (10) days of receipt of such notice.

This Agreement shall be deemed terminated and of no further effect upon the

1. entry, after all appeals have been exhausted, of a final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the City Council's approval of this Agreement or any of the Project Approvals.
2. Two years from the Effective date of this Agreement if the Developer have not obtained legal title to the property, unless such date is extended by the City Council.
3. The date the Developer notifies that City, in writing, that it has determined not to exercise its option to acquire the property and has notified the property owner that it has released its rights to exercise its option to acquire the property.

C. [Sec. 102] Equitable Servitudes and Covenants Running With the Land. Any successors in interest to the City and the Developer shall be subject to the provisions

set forth in Government Code sections 65865.4 and 65868.5. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do, or refrain from doing, some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof, except to the extent such benefits and burdens have been apportioned in a valid Assignment Agreement pursuant to Section 103; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof. Nothing herein shall waive or limit the provisions of Section 104, and no successor owner of the Property, any portion of it, or any interest in it shall have any rights except those assigned to the successor by the Developer in a writing ("Assignment Agreement") pursuant to Section 104.

D. [Sec. 104] Notices. Formal written notices, demands, correspondence and communications between the City and the Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, to the principal offices of the City and the Developer, as set forth in Article 8 hereof. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate. The Developer shall give written notice to the City, at least thirty (30) days prior to the close of escrow, of any sale or transfer of any portion of the Property and any assignment of this Agreement, specifying the name or names of the transferee, the transferee's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given, and any other information reasonable necessary for the City to consider approval of an assignment or any other action City is required to take under Section 103 of this Agreement.

F. [Sec. 105] Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the Parties, in accordance with the provisions of Government Code Sections 65867 and 65868 and Section 106. Any amendment shall be recorded with Yolo County. Notwithstanding any other provisions in this Development Agreement to the contrary, Developer may seek and City may review and grant in its sole discretion, in accordance with then applicable State and local laws, ordinances, regulations, rules and procedures, amendments or modifications to the Existing Project Approvals without seeking an amendment of this Development

Agreement, unless such amendments are deemed to require a Major Amendment to this Development Agreement pursuant to Section 106(A).

G. [Sec. 106] Major Amendments and Minor Amendments.

A. Major Amendments. Any amendment to this Development Agreement which affects or relates to (a) the term of this Development Agreement; (b) permitted uses of the Property; (c) provisions for the reservation or dedication of land; (d) conditions, terms, restrictions or requirements for subsequent discretionary actions; (e) the density or intensity of use of the Property or the maximum height or size of proposed buildings; or (f) monetary contributions by Developer, shall be deemed a "Major Amendment" and shall require giving of notice and a public hearing before the Planning Commission and City Council. Any amendment which is not a Major Amendment shall be deemed a Minor Amendment subject to Section 106(B) below. The City Manager or his or her delatee shall have the authority to determine if an amendment is a Major Amendment subject to this Section 106(A) or a Minor Amendment subject to Section 106(B) below. The City Manager's determination may be appealed to the City Council.

B. Minor Amendments. The Parties acknowledge that refinement and further implementation of the Project may demonstrate that certain minor changes may be appropriate with respect to the details and performance of the Parties under this Agreement. The Parties desire to retain a certain degree of flexibility with respect to the details of the Project and with respect to those items covered in the general terms of this Agreement. If and when the Parties find that clarifications, minor changes, or minor adjustments are necessary or appropriate and do not constitute a Major Amendment under Section 106(A), they shall effectuate such clarifications, minor changes or minor adjustments through a written Minor Amendment approved in writing by the Developer and City Manager. Unless otherwise required by law, no such Minor Amendment shall require prior notice or hearing, nor shall it constitute an amendment to this Agreement.

ARTICLE 2. Development of the Property.

A. [Sec. 200] Permitted Uses and Development Standards. In accordance with and subject to the terms and conditions of this Agreement, the Developer shall have a vested right to develop the Property for the uses and in accordance with and subject to the terms and conditions of this Development Agreement, the Existing

Approvals, as well as any amendments to the Existing Project Approvals or this Development Agreement, as may, from time to time, be approved pursuant to this Development Agreement, subject to any applicable Future Approvals as required for components of the Project.

The Developer hereby agrees to develop the Project in accordance with this Development Agreement and the Existing Project Approvals, as well as any amendments to the Existing Project Approvals or this Development Agreement as may, from time to time, be approved pursuant to this Development Agreement. Nothing in this section shall be construed to restrict the ability to make minor changes and adjustments in accordance with Section 106, *supra*.

B. [Sec. 201] City Development Impact Fees. Parties agree that in lieu of paying Development Impact Fees that would be charged against the Project based on the Existing Approvals, the Developer shall pay fees that are equal to the Development Impact Fees that would be charged against the Project if the General Plan land use designation for the Project were Business/Industrial Park and the Property was designated in the City Zoning Code as being located within an Industrial/Business Park Zone. Such fees that are paid by Developer pursuant to this Section 201 shall be charged against the Project at the rate, in the amounts at which Development Impact Fees are charged by the City at the time such fees are due, and shall be collected in the manner that the City collects Development Impact Fees. For purposes of this Agreement, "Development Impact Fees" are defined as fees, as defined in Section 66000(b) of the Government Code, that have been adopted by the City pursuant to the Mitigation Fee Act

C. [Sec. 202] Development Timing. The Developer shall be obligated to comply with the terms and conditions of the Existing Project Approvals and this Development Agreement at those times specified in either the Existing Project Approvals or this Development Agreement. The parties acknowledge that the Developer cannot at this time predict with certainty when or the rate at which the Property would be developed. Such decisions depend upon numerous factors which are not all within the control of the Developer, such as market conditions, interest rates, and other factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development controlling the parties' agreement, it is the intent of City and the Developer

to hereby acknowledge and provide for the right of the Developer to develop the Project in such order and at such rate and times as the Developer deems appropriate within the exercise of its sole and subjective business judgment, subject to the terms, requirements and conditions of the Existing Project Approvals and this Development Agreement notwithstanding later changes to land use regulations adopted by the City Council or by the voters via initiative. City acknowledges that such a right is consistent with the intent, purpose and understanding of the parties to this Development Agreement, and that without such a right, the Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, (California Government Code Section 65864 *et seq.*), Chapter 17.52 of the Winters Municipal Code and this Development Agreement. The Developer will use its best efforts, in accordance with its own business judgment and taking into consideration market conditions and other economic factors influencing the Developer's business decision, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Development Agreement and with the Existing Project Approvals.

D. [Sec. 203] Rules, Regulations and Official Policies.

1. Except as otherwise provided herein, for the term of this Agreement, the rules, regulations, ordinances and official policies governing the permitted uses of land, the density and intensity of use, and design, applicable to the development of the Property pursuant to the Existing Approvals, including, but not limited to, the size of proposed buildings, shall be those rules, regulations and official policies in force on the effective date of the Existing Approvals, provided however, that the Future Approvals shall be subject to the applicable rules, regulations and official policies in effect at the date of such future approvals. Except as otherwise provided in this Agreement, to the extent any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City purport to be applicable to the Property but are inconsistent with the terms and conditions of this Agreement, the terms of this Development Agreement, including the Existing Approvals, shall prevail, unless the Parties mutually agree to amend or modify this Agreement pursuant to Section 105 hereof. To the extent that any future changes in the General Plan, zoning codes or any future rules, ordinances, regulations or policies adopted by the City are applicable to the Property and are not inconsistent with the terms and conditions of this Development Agreement or are otherwise made applicable by other provisions of this Article 2, such

future changes in the General Plan, zoning codes or such future rules, ordinances, regulations or policies shall be applicable to the Property.

2. This section shall not preclude the application to development of the Property of changes in City laws, regulations, plans or policies, the terms of which are specifically mandated and required by changes in state or federal laws or regulations. In the event state or federal laws or regulations enacted after the date of this Agreement or action by any governmental jurisdiction other than the City prevent or preclude compliance with one or more provisions of this Development Agreement or require changes in plans, maps or permits approved by the City, this Development Agreement shall be modified, extended or suspended as may be necessary to comply with such state or federal laws or regulations or the regulations of such other governmental jurisdiction. To the extent that the City elects to voluntarily participate in a state or federal program, this section shall not apply.

3. To the extent that any actions of federal or state agencies (or actions of regional and local agencies, including the City, required by federal or state agencies) have the effect of preventing, delaying or modifying development of the Property, the City shall not in any manner be liable for any such prevention, delay or modification of said development. The Developer is required, at its cost and without cost to or obligation on the part of the City, to participate in such regional or local programs and to be subject to such development restrictions as may be necessary or appropriate by reason of such actions of federal or state agencies (or such actions of regional and local agencies, including the City, required by federal or state agencies).

4. Nothing herein shall be construed to limit the authority of the City to adopt and apply codes, ordinances and regulations which have the legal effect of protecting persons or property from conditions which, based upon substantial evidence, creates a demonstrable and immediate health, safety or physical risk created by the Project.

5. All construction, improvement plans and final maps submitted in connection with the Project shall comply with the rules, regulations and design guidelines in effect at the time the applicable construction, improvements plan or final map is approved. All city ordinances, resolutions, rules, regulations and official policies governing the design and improvement and all construction standards and specifications applicable to the Project shall be those in force and effect at the time the applicable

permit is granted. Ordinances, resolutions, rules, regulations and official policies governing the design, improvement and construction standards and specifications applicable to public improvements to be constructed by Developer shall be those in force and effect at the time the applicable permit approval for the construction of such improvements is granted. If no permit is required for the public improvements, the date of permit approval shall be the date the improvement plans are approved by the City or the date construction for the public improvements is commenced, whichever occurs first.

6. Each component of the Project shall be constructed in accordance with the requirements of the Uniform Building, Mechanical, Plumbing, Electrical, and Fire Codes, city standard construction specifications and details and Title 24 of the California Code of Regulations, relating to Building Standards, in effect at the time of acceptance by the City of full submittal of plans for the appropriate building, grading, encroachment or other construction permits for the applicable component of the Project. If no permits are required for the infrastructure improvements, such improvements will be constructed in accordance with the provisions of the codes delineated herein in effect at the start of construction of such infrastructure.

7. This section shall not be construed to limit the authority or obligation of the City to hold necessary public hearings, to limit discretion of the City or any of its officers or officials with regard to rules, regulations, ordinances, laws and entitlements of use which require the exercise of discretion by the City or any of its officers or officials, provided that subsequent discretionary actions shall not conflict with the terms and conditions of this Agreement.

E. [Sec. 204]. Fees, Exactions, Conditions and Dedications.

1. Except as provided herein, the Developer shall be obligated to pay only those fees in the amounts and/or with increases as set forth below, and make those dedications and improvements prescribed in the Existing Project Approvals and this Development Agreement.

2. As to the fees required to be paid, Developer shall pay the amount in effect at the time the payment is due. For purposes of fees required to be paid The City retains discretion to revise fees as the City deems appropriate, in accordance with applicable law. If the City revises such fees on a City-wide basis (as opposed to revising such fees on an *ad hoc* basis that applies solely to the Project), then the Developer shall

thereafter pay the revised fee. The Developer may, at its sole discretion, participate in any hearings or proceedings regarding the adjustment of such fees. Nothing in this Agreement shall constitute a waiver by the Developer of its right to challenge such changes in fees in accordance with applicable law provided that the Developer hereby waives its right to challenge the increased fees solely on the basis of any vested rights that are granted under this Agreement and any parcel or tentative map approved pursuant to this Agreement.

3. The City may charge and the Developer shall pay processing fees for land use approvals, building permits, and other similar permits and entitlements which are in force and effect on a citywide basis at the time the application is submitted for those permits, as permitted pursuant to California Government Code section 54990 or its successor sections(s).

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

ARTICLE 3. Obligations of the Developer.

A. [Sec. 300] Improvements. The Developer shall develop the Property in accordance with and subject to the terms and conditions of this Agreement, the Existing Project Approvals and any amendments to the Existing Project Approvals or this Development Agreement as, from time to time, may be approved pursuant to this Agreement. The failure of the Developer to comply with any term or condition of or fulfill any obligation of the Developer under this Development Agreement, the Existing Project Approvals or any amendments to the Existing Project Approvals or this Development Agreement as may have been approved pursuant to Section 105 of this Development Agreement, shall constitute a default by the Developer under this Agreement. Any such default shall be subject to cure by the Developer as set forth in Article 4 hereof.

B. [Sec. 301] Developer Obligations. The Developer shall be responsible, at its sole cost and expense, to make the contributions, improvements, dedications and conveyances set forth in this Development Agreement (including, but not limited to, Section 201) and the Existing Project Approvals.

C. [Sec. 302] City's Good Faith in Processing. City agrees that it will accept, in good faith, for processing, review and action, all complete applications for zoning, special permits, development permits, building permits, demolition permits, sign programs, certificates of occupancy or other entitlements for use of the Property in accordance with the General Plan, the Existing Project Approvals and this Development Agreement. The City shall inform the Developer, upon request, of the necessary submission requirements for each application for a permit or other entitlement for use in advance, and shall review said application and schedule the application for review by the appropriate authority.

D. [Sec. 303] Credits and Reimbursement. Developer is required to construct facilities which are facilities (a) for which the City collects facility fees ("Fee Facilities") or (b) are facilities which are not Fee Facilities but which benefit other property owners ("Private Facilities"). In the event that the Developer constructs a facility which is a Fee Facility, the Developer shall be entitled to a credit against the fee that would be collected for such Fee Facility based upon Developer's cost of construction, provided that the fee credit shall not exceed the amount of the applicable fee. In the event that Developer's approved construction costs exceed the amount of the applicable fee, Developer shall be eligible for reimbursement for such excess approved costs from and to the extent that applicable fees are paid by future developers toward the cost of such facility. Cost of construction shall include all reasonably incurred hard construction costs as well as soft costs (e.g. agency fees, permits, plans, environmental review, design, engineering, construction management, bonding) subject to City approval of such costs which shall not be unreasonably withheld. In the event that the Developer constructs Private Facilities, the Developer shall be entitled to reimbursement of the appropriate pro rata share, as reasonably determined by the City, of such construction costs from the benefitting property owners based upon Developer's cost of construction. Cost of construction shall include all reasonably incurred hard construction costs as well as soft costs (e.g. agency fees, permits, plans, environmental review, design, engineering, construction management, bonding) subject to City approval of such costs which shall not be unreasonably withheld. The City shall use reasonable efforts to adopt an area of benefit fee (subject to the requirement that Developer shall pay all City costs incurred in connection with the adoption of such fee) or otherwise impose a condition on later benefitting properties at the time of future discretionary approval for development of such properties, which allocates total costs based upon relative benefit. The credit and reimbursable facilities are as follows:

(a) North-South Segment of Storm Drainage Channel (Fee Facility): Developer shall construct this improvement as more particularly described in the Existing Approvals in lieu of paying the City's Drainage Impact Fee.

(b) Extension of Timbercrest Road (Private Facility): Developer shall construct this improvement as more particularly described in the Existing Improvements subject to pro rata reimbursement from benefiting property owners as determined by the City pursuant to this Section 302. City and Developer shall agree upon and proceed in implementing an appropriate method of collecting reimbursement within six months of the Effective Date of this Development Agreement.

(c) Installation of Traffic Signal at Grant Avenue and Timbercrest (Private Facility): Developer shall construct this improvement as more particularly described in the Existing Improvements subject to pro rata reimbursement from benefiting property owners as determined by the City pursuant to this Section 302.

(d) Construction of an 8-foot wide concrete Class I ped/bike path along the south side of East Grant Avenue from the west side of the McClish property to the East Grant Avenue/East Main Street intersection (Private Facility): Developer shall construct this improvement as more particularly described in the Existing Improvements subject to reimbursement of 50% of the construction costs from the owner of the property which fronts to the improvements described in this subdivision (d). City and Developer shall agree upon and proceed in implementing an appropriate method of collecting reimbursement within six months of the Effective Date of this Development Agreement.

ARTICLE 4. Default, Remedies, Termination.

A. [Sec. 400] General Provisions. Subject to extensions of time by mutual consent in writing under Section 404, failure or unreasonable delay by either Party to perform any material term or provision of this Agreement shall constitute a default. In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than ninety (90) days notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such ninety (90) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the ninety (90) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may at its option:

1. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Property; or

2. Institute legal or equitable action to cure, correct or remedy any default, including but not limited to an action for specific performance of the terms of this Agreement;

In no event shall either Party be liable to the other for money damages for any default or breach of this Agreement.

B. [Sec. 401] Developer Default; Enforcement. No building permit shall be issued or building permit application accepted for the building shell of any structure on the Property if the permit applicant owns or controls any property subject to this Development Agreement and if such applicant or any entity or person controlling such applicant is in default under the terms and conditions of this Development Agreement unless such default is cured or this Agreement is terminated. The Developer shall cause to be placed in any covenants, conditions and restrictions applicable to the Property, or in any ground lease or conveyance thereof, express provision for an owner of the Property, lessee or City acting separately or jointly to enforce the provisions of this Development Agreement and to recover attorneys' fees and costs for such enforcement.

C. [Sec. 402] Annual Review. The City Manager shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by the Developer with the terms and conditions of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1.

The City Manager shall provide thirty (30) days prior written notice of such periodic review to the Developer. Such notice shall require the Developer to demonstrate good faith compliance with the terms and conditions of this Agreement and to provide such other information as may be reasonably requested by the City Manager and deemed by him or her to be required in order to ascertain compliance with this Agreement. Notice

of such annual review shall include the statement that any review may result in amendment or termination of this Agreement. The costs of notice and related costs incurred by the City for the annual review conducted by the City pursuant to this Section shall be borne by the Developer.

If, following such review, the City Manager is not satisfied the Developer has demonstrated good faith compliance with all the terms and conditions of this Agreement, or for any other reason, the City Manager may refer the matter along with his or her recommendations to the City Council.

Failure of the City to conduct an annual review shall not constitute a waiver by the City or Developer of their respective rights to otherwise enforce the provisions of this Agreement nor shall the Developer or City have or assert any defense to such enforcement by reason of any such failure to conduct an annual review.

D. [Sec. 403] Enforced Delay, Extension of Times of Performance. In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, terrorism, insurrection, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation, moratoria or similar bases for excused performance. If written notice of such delay is given to the City within ninety (90) days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

E. [Sec. 404] Limitation of Legal Actions. In no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed that the Developer's sole legal remedy for a breach or violation of this Agreement by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

F. [Sec. 405] Applicable Law and Attorneys' Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of California. The Developer acknowledges and agrees that the City has approved and entered into this Agreement in the sole exercise of its legislative discretion and that the standard of review

of the validity or meaning of this Agreement shall be that accorded legislative acts of the City. Should any legal action be brought by a Party for breach of this Agreement or to enforce any provision herein, the prevailing Party of such action shall be entitled to reasonable attorneys' fees, court costs and such other costs as may be fixed by the Court.

G. [Sec. 406] Invalidity of Agreement.

1. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

2. If any provision of this Agreement shall be determined by a court to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which becomes effective after the date of this Agreement and either Party in good faith determines that such provision is material to its entering into this Agreement, either Party may elect to terminate this Agreement as to all obligations then remaining unperformed in accordance with the procedures set forth in Section 400, subject, however, to the provisions of Section 407 hereof.

H. [Sec. 408] Effect of Termination on Developer Obligations.

Notwithstanding any other provision hereof to the contrary, termination of this Development Agreement or termination of the rights of Developer hereunder as to the Property, or any part thereof, shall not affect any requirement to comply with the Existing Project Approvals and the terms and conditions of the applicable zoning or other land use entitlements, or any payments then due and owing to City, nor shall it affect any other covenants of the Developer specified in this Agreement to continue after the termination of this Agreement.

ARTICLE 5. Hold Harmless Agreement.

A. [Sec. 500] Hold Harmless Agreement. The Developer hereby agrees to and shall hold the City, its elective and appointive boards, commissions, officers, agents and employees harmless from any liability for damage or claims for damage for personal injury, including death, as well as from claims for property damage, which may arise from the Developer's or the Developer's contractors', subcontractors', agents' or employees' operations under this Agreement, whether such operations be by the Developer, or by any of the Developer's contractors, subcontractors, or by any one or

more persons directly or indirectly employed by or acting as agent for the Developer or any of the Developer's contractors or subcontractors.

In the event of any legal action instituted by a third party or any governmental entity or official arising out of the approval, execution or implementation of this Agreement (exclusive of any such actions brought by the Developer), the Developer agrees to and shall cooperate fully and join in the defense by the City of such action; provided, however, that the City and the Developer shall each bear their own respective costs, if any, arising from such defense. Such agreement by the Developer does not include any agreement to indemnify the City and its elective and appointive boards, commissions, officers, agents and employees from any such legal actions.

ARTICLE 6. Project as a Private Undertaking.

A. [Sec. 600] Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a separately undertaken private development. No partnership, joint venture or other association of any kind between the Developer and the City is formed by this Agreement. The only relationship between the City and the Developer is that of a governmental entity regulating the development of private property and the owner of such private property.

ARTICLE 7. Consistency With General Plan.

A. [Sec. 700] Consistency With General Plan. The City hereby finds and determines that execution of this Agreement is in the best interest of the public health, safety and general welfare and is consistent with the General Plan, as amended by the General Plan Amendment.

ARTICLE 8. Notices.

A. [Sec. 800] Notices. All notices required by this Development Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses of the Parties as set forth below.

Notice required to be given to the City shall be addressed as follows:

City Manager
City of Winters

318 First Street
Winters, CA 95694

Notice required to be given to the Developer shall be addressed as follows:

Pacific Gas & Electric Company

Attn: _____

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

ARTICLE 9. Recordation.

A. [Sec. 900] When fully executed, this Development Agreement will be recorded in the official records of Yolo County, California. Any amendments to Section 105 of this Agreement shall also be recorded in the official records of Yolo County.

ARTICLE 10. Estoppel Certificates.

A. [Sec. 1000] Either Party may, at any time, and from time to time, deliver written notice to the other Party requesting such party to certify in writing that, to the knowledge of the certifying Party, (a) this Development Agreement is in full force and effect and a binding obligation of the Parties, (b) this Development Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications, and (c) the requesting Party is not in default in the performance of its obligations under this Development Agreement, or if in default, to describe therein the nature and extent of any such defaults. The requesting Party may designate a reasonable form of certificate (including a lender's form) and the Party receiving a request hereunder shall execute and return such certificate or give a written, detailed response explaining why it will not do so within thirty (30) days following the receipt thereof. The City Manager shall be authorized to execute any certificate requested by Developer hereunder. Developer and City acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, and other mortgages. The request shall clearly indicate that failure of the receiving Party to respond within the thirty (30) day period will lead to a second and final request and failure to respond to the

second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate. Failure of Developer to execute an estoppel certificate shall not be deemed a default, provided that in the event Developer does not respond within the required thirty (30) day period, City may send a second and final request to Developer and failure of Developer to respond within fifteen (15) days from receipt thereof (but only if City's request contains a clear statement that failure of Developer to respond within this fifteen (15) day period shall constitute an approval) shall be deemed approval by Developer of the estoppel certificate and may be relied upon as such by City, tenants, transferees, investors, bond counsel, underwriters and bond holders. Failure of City to execute an estoppel certificate shall not be deemed a default, provided that in the event City fails to respond within the required thirty (30) day period, Developer may send a second and final request to City, with a copy to the City Manager and City Attorney, and failure of City to respond within fifteen (15) days from receipt thereof (but only if Developer's request contains a clear statement that failure of City to respond within this fifteen (15) day period shall constitute an approval) shall be deemed approval by City of the estoppel certificate and may be relied upon as such by Developer, tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and mortgagees.

ARTICLE 11. Entire Agreement.

A. [Sec. 1100] Entire Agreement. This Development Agreement is executed in duplicate originals, each of which is deemed to be an original. This Development Agreement consists of ___ pages and _____ exhibits which constitute the entire understanding and agreement of the Parties. Unless specifically stated to the contrary, the reference to an exhibit by designated letter or number shall mean that the exhibit is made a part of this Development Agreement. Said exhibits are identified as follows:

Exhibit A: Legal Description of the Property

Exhibit B: Existing Project Approvals

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date set forth above.

Signatures to follow on next page

CITY OF WINTERS

By _____

John W. Donlevy, Jr.
City Manager

Attest _____

Nanci Mills
City Clerk

"CITY"

APPROVED AS TO FORM:

Ethan Walsh
City Attorney

PACIFIC GAS & ELECTRIC COMPANY

By _____

Name:

Title: _____

"DEVELOPER"

Recording Requested by
and when Recorded, return to:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager

EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

**PUBLIC IMPROVEMENT AND MAINTENANCE
AGREEMENT**

This Public Improvement and Maintenance Agreement ("AGREEMENT") is made and entered into this ____ day of _____, 2015 ("EFFECTIVE DATE") by and between the CITY OF WINTERS, a municipal corporation, hereinafter called ("CITY") and _____, hereinafter called ("DEVELOPER"). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the "PARTIES" and singularly as "PARTY."

RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, as more particularly described in Exhibit A and is currently developing the property with a _____ known as the _____ ("PROJECT");
and

WHEREAS, the PROJECT has been conditionally approved by the CITY Council subject to, among other requirements, the development of and dedication to the City of certain public improvements; and

WHEREAS, the public improvements for the PROJECT include, but are not limited to the following: streets, highways, sidewalks, sewer, water, curbs, gutters, storm drainage facilities, and other public utility facilities. The foregoing public improvements are more particularly described in paragraph 3 of this AGREEMENT, and are hereinafter referred to as “the required public improvements;” and

WHEREAS, the improvement plans for the required public improvements have been prepared in accordance with plans and documents submitted to and approved by the CITY, the conditions of approval required by the Planning Commission, and in satisfaction of applicable state and local environmental compliance requirements; and

WHEREAS, the CITY and the DEVELOPER desire to enter into this AGREEMENT to provide for the construction and dedication to the City of the required public improvements, as more particularly set forth below.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Payment of Fees:** Subsequent to execution of this AGREEMENT by CITY, or at such times as are legally required, DEVELOPER shall pay to CITY all those planning, plan check approval, and administrative fees required by CITY ordinances, as more specifically set forth in paragraph 32 of this AGREEMENT. Those fees to be paid shall include actual staff time and expenses incurred in the processing and checking improvement plans. All other fees (e.g. development impact fees) shall be paid in accordance with existing ordinances or resolutions and this AGREEMENT.

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for inspecting

the construction of the required public improvements in an amount equal to a deposit of _____ Dollars (\$_____). Said fees in the amount of \$_____ shall be paid at time of approval of the improvement plans.

The fees referred to in this paragraph are not necessarily the only City inspection fees, charges, or other costs that may be imposed on the PROJECT, and this AGREEMENT shall in no way exonerate or relieve the DEVELOPER from paying such other applicable fees, charges, and/or other costs. Fees associated with over-time inspections and other special inspections related to the required public improvements may be drawn down from the initial deposit, or any subsequent deposit as required by the CITY.

3. Construction of Improvements:

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by _____, dated ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is _____ Dollars (\$_____).

b. DEVELOPER agrees to install street light pursuant to P.G. & E. and City requirements.

c. DEVELOPER agrees that gas, electric, telephone or cable television

utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

4. **Conformance with Improvements Plans:**

a. All construction of the required public improvements shall conform with the IMPROVEMENT PLANS approved by CITY.

b. DEVELOPER shall provide the City Engineer with a geotechnical study showing condition of the soil/earth for infrastructure, and building pads.

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by City Council on _____ and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

6. **Schedule For Construction:** Construction of all required public improvements shall be commenced by the DEVELOPER within one-hundred eighty (180) days of the Effective Date and shall be completed within three hundred-sixty five (365) calendar days thereafter. At least fifteen (15) calendar days prior to the commencement of construction, the DEVELOPER shall notify the City Engineer, in writing of the date DEVELOPER shall commence construction, and shall provide the City Engineer with a construction schedule, in a form specified by the City Engineer, before beginning any work.

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The City Engineer is not required to make comprehensive or continuous inspections to check the

quality of the work, and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work. Visits and observations made by the City Engineer shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, and to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions, in conformance with this AGREEMENT.

b. Whenever the DEVELOPER varies the period during which work is carried out on each day, DEVELOPER shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of proper inspection by the City Engineer shall be subject to rejection. Safe access to all parts of the work shall at all times be maintained for the necessary use of the City Engineer, other agents of the CITY, and agents of the Federal, State, or local governments, as applicable, during reasonable hours for inspection of the work to ascertain compliance with applicable laws and regulations.

c. One or more inspectors may be assigned by the City Engineer to observe the work and compliance with this AGREEMENT. It is understood that such inspectors shall have the power to issue instructions, reject work, and make decisions regarding compliance with this AGREEMENT, subject to review by the City Engineer within the limitations of the authority of the City Engineer, but shall not have the right to reject work previously approved by a different inspector. Such inspection shall not relieve the DEVELOPER of its obligation to conduct comprehensive inspections of the work, to furnish proper materials, labor, equipment and tools, construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

d. The City Engineer and its representatives shall at all times have access to the work wherever it is in preparation or progress, and the DEVELOPER shall provide safe and convenient facilities for such access and for inspection. If this AGREEMENT, the CITY's improvement standards, the City Engineer's instructions, or the laws, ordinances, of any applicable public authority require any material, equipment or work to be specifically tested or approved, the DEVELOPER shall give the City Engineer timely notice of its readiness for such inspection, and if the inspection is by an authority other than the CITY, notice shall be given of the time fixed for such inspection. Inspections by the City Engineer will be made promptly and, where practicable, at the source of supply.

e. Work performed without inspection may be required to be removed and replaced under proper inspection. In such instances, the entire cost of removal and replacing such work, including the cost of City furnished materials used in the work, shall be borne by the DEVELOPER, regardless of whether or not the work exposed is found to be defective.

f. The DEVELOPER shall furnish promptly without additional charge all facilities, labor and materials reasonably needed by the City Engineer for performing all inspection and tests. DEVELOPER shall be charged with any additional cost of inspection when material and workmanship are not ready at the time of its inspection.

g. Where any part of the work is being done under an encroachment permit
or
building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or regulations, representatives of the applicable government agency shall have full access to the

work and shall be allowed to make any inspection or tests in accordance with such permits, codes, laws, ordinances, rules, or regulations. If advance notice of the readiness of the work for inspection is required by the governing agency, the DEVELOPER shall furnish such notice to the appropriate agency.

8. Timeliness and Extension:

a. Time is of the essence of this AGREEMENT. The dates for commencement and completion of the required public improvements may be extended as provided in this paragraph. The City Engineer may extend the dates due to delays in the work actually caused by inclement weather, riots, strikes, lockouts, fires, earthquake, floods and conditions resulting therefrom, or for other reasons beyond the control of the DEVELOPER. Extension of the dates for any other cause shall be made only by the City Council. Extension shall be granted only upon a showing of good cause by the DEVELOPER. The City Council shall be the sole and final judge as to whether sufficient good cause has been shown to warrant granting the DEVELOPER an extension.

b. Request for extension of the commencement and/or completion date shall be in writing and delivered to the CITY in the manner hereinafter specified for service of notices in paragraph 27 of this AGREEMENT. An extension of time, if any, shall be granted only in writing, and an oral extension shall not be valid or binding on the CITY.

c. In the event the CITY extends the time of commencement and/or completion of the work to be done under this AGREEMENT, such extension shall in no way release any guarantee or security given by the DEVELOPER pursuant to this AGREEMENT, or relieve or release those providing an improvement security pursuant to this AGREEMENT. Those individuals or entities providing improvement security for the PROJECT as specified in

Paragraph 9 below shall be deemed to have expressly agreed to any such extension of time. Any such extension may be granted without notice to those entities or individuals providing improvement security to the DEVELOPER.

d. The granting of any extension of time may be conditioned by the CITY by requiring new or amended improvement security in amounts reasonably increased to reflect increases in the costs of constructing the required improvements or by other reasonable conditions imposed by the CITY to protect its interests and ensure the timely completion of the required public improvements.

9. **Improvements Security:** Concurrently with the execution of this AGREEMENT, the DEVELOPER or the DEVELOPER's designated General Contractor(s) shall furnish the CITY:

a. Improvement securities in the sum of _____ Dollars (\$____) each for Performance and for Payment/Materials, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of _____ Dollars (\$____) each for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way

c. The type and form of the improvements security shall be in conformance with Chapter 5 of the Subdivision Map Act (Government Code section 66499.10) and shall be subject to the approval of the City Manager and City Attorney. No change, alteration, or addition to the terms of this Agreement or the improvement plans accompanying the same shall

in any manner affect the obligation of those providing improvement security pursuant to this Agreement, except as otherwise provided by the Subdivision Map Act. Security may be an instrument of credit or similar security from one or more financial institutions subject to regulation by the state or federal government and pledging that the funds necessary to carry out the act or agreement are on deposit and guaranteed for payment, and said security document shall be subject to approval of the City.

10. **Release of Security:** The security furnished by the DEVELOPER may be released in whole or in part in the following manner:

a. Security given for faithful performance of any act or agreement will be released upon the performance of the act and final completion and acceptance by the City Council of the required work, which shall not be unreasonably withheld. Partial release of said security upon partial performance of the act or the acceptance of the work as it progresses may be made upon written authorization of the City Engineer following his inspection and approval of the required public improvements or work related thereto, and the approval of the City Council once each month. In any event, however, sufficient security in an amount equal to ten percent (10%) of the estimated cost of the required public improvements to be constructed, shall be retained for the guarantee and warranty of the constructed improvements and related work against any defective work or labor done, or defective materials furnished, and for the purpose of guaranteeing payment to the contractor, his subcontractors and to persons furnishing labor, materials or equipment, and the same shall be retained for one (1) year after completion and acceptance by the CITY of all required public improvements and work related thereto. CITY is further not obligated to release any amount of security deemed reasonably necessary by CITY to assure payment of reasonable expenses and fees, including reasonable attorney's fees.

b. Security securing the payment to contractor, his subcontractors and to persons furnishing labor, materials or equipment may, six (6) months after performance of the act and the completion and acceptance of the work, be reduced to an amount not less than the total of all claims on which the action has been filed and notice thereof given in writing to the City Council, and if no such actions have been filed the security may be released in full.

11. **Risk of Loss Prior To Acceptance:** Neither the CITY, nor any of its officers/elected officials or employees, shall be liable or responsible to DEVELOPER or anyone else, for any accident, loss, or damage, happening or occurring to the improvements specified in this AGREEMENT prior to the completion and acceptance of the required public improvements by CITY, unless and only to the extent that any of the above arises by the negligence of the City. The entire risk of loss relative to said improvements shall be with the DEVELOPER during the period of construction thereof and prior to completion and acceptance thereof by CITY.

12. **As Built Drawings:** DEVELOPER shall provide City with a copy of scanned as-built drawings within sixty (60) days of the completion of the project; Certificate of Occupancy.

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each Applicable public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all Applicable utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be without expense to the CITY.

14. **Insurance:** DEVELOPER shall not commence construction or work under this AGREEMENT until all insurance required under this paragraph is obtained and until such insurance has been approved by the City Attorney as to form and sufficiency, nor shall the DEVELOPER allow any contractor or subcontractor to commence work until all similar insurance required of the contractor or subcontractor shall have been so obtained and approved.

a. WORKERS' COMPENSATION INSURANCE shall be provided, during the life of this AGREEMENT, for all employees employed for construction or work required under this AGREEMENT regardless of whether said employees are employed by Owner or Owner's contractors, subcontractors, or agents. DEVELOPER shall indemnify and hold harmless CITY for any damage resulting from failure of either DEVELOPER or any contractor or subcontractor to take out or maintain such insurance.

b. DEVELOPER shall obtain the following insurance coverages naming DEVELOPER's contractors, subcontractors, and their agents as insured, and the coverage and certificate(s) thereof shall have been approved by the City Attorney:

1) COMPREHENSIVE GENERAL LIABILITY INSURANCE for liability assumed by DEVELOPER pursuant to this AGREEMENT with CITY. The minimum limits of liability for the insurance of this PROJECT for the CITY shall be One Million Dollars (\$1,000,000) per occurrence with a Two Million Dollars (\$2,000,000) aggregate for bodily injury liability and property damage liability.

2) AUTOMOBILE LIABILITY INSURANCE coverage in minimum limits of not less than One Million Dollars (\$1,000,000) shall be required by

DEVELOPER and/or DEVELOPER's contractors and sub-contractors hired to perform work on the PROJECT for owned, hired, leased, and non-owned autos.

An additional insured endorsement to the DEVELOPER's liability insurance policies shall name the CITY, its elective and appointive boards, commissions, officers, agents, and employees, as additional insured, and provide that such insurance is primary insurance with respect to the interest of the CITY and that of any other insurance maintained by the CITY.

15. Certificates of Insurance: Promptly upon execution of this AGREEMENT, and prior to commencement of any work, the DEVELOPER shall provide the CITY with certificates of insurance evidencing that the above-required insurance has been obtained and is in full force and effect. The terms of the above-required insurance policy/policies shall require each carrier to give CITY at least thirty (30) calendar days prior written notice of cancellation or reduction in coverage of each of the above-required insurance policies during the effective period of this AGREEMENT Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve DEVELOPER for liability in excess of such coverage, nor shall it preclude CITY from taking such other actions as are available to it under any other provisions of this AGREEMENT or otherwise in law.

16. Indemnification and Hold Harmless: DEVELOPER will indemnify, hold harmless and assume the defense of, in any actions of law or in equity, the CITY, its officers/elected officials, employees, agents, and elective and appointive boards from any and all claims, losses, damage, including property damage, personal injury, including death, and liability of every kind, nature, and description, directly or indirectly arising out of or in any way connected with performance under this AGREEMENT and/or construction of the required public improvements by the DEVELOPER, his contractor or any subcontractor, or of any person

directly or indirectly employed by, or acting as agent for the DEVELOPER, his contractor or any subcontractor. This indemnification and hold harmless provision shall extend to claims, losses, damage, injury, and liability for injuries occurring after completion of the construction. Acceptance of insurance certificates required under this AGREEMENT does not relieve DEVELOPER from liability under this indemnification and hold harmless provision.

17. **Developer Is Not An Agent of the City:** Neither DEVELOPER, nor any of DEVELOPER's contractors, subcontractors, or agents are or shall be considered agents of CITY when performing DEVELOPER's obligations under this AGREEMENT.

18. **Repair of Reconstruction of Defective Work:** For a period of one (1) year after acceptance by the City Council of the completed construction and work done under this AGREEMENT, DEVELOPER shall remain fully and completely responsible for the repair, replacement, and reconstruction of any defective or otherwise unsatisfactory work or labor done, or defective materials furnished, in the performance of this AGREEMENT by DEVELOPER. Should DEVELOPER fail or refuse to act promptly after receiving written notification by CITY of the necessity to act pursuant to the aforementioned requirement, or should the exigencies of the case require repairs or replacements to be made before DEVELOPER can be notified, CITY may, in its sole discretion, make the necessary repairs or replacements and perform the reconstruction work and DEVELOPER shall pay to CITY the actual cost therefore plus fifteen percent (15%) thereof, which additional fifteen percent (15%) shall be paid to CITY as and for an administrative fee. The PARTIES further understand and agree that the improvement security furnished pursuant to paragraph 9 of this AGREEMENT shall guarantee and secure the faithful performance of the provisions of this paragraph during the one-year warranty period.

19. **Acceptance and Dedication to City of Requirement Public Improvements:** Title

to and ownership of the required public improvements constructed pursuant to this AGREEMENT by DEVELOPER shall vest absolutely to the CITY upon completion and acceptance in writing of such improvements by CITY. The CITY may elect not to accept the required public improvements, unless they are constructed in conformity with the approved IMPROVEMENT PLANS, approved modifications, if any, City's improvement standards, and to the satisfaction of the City Engineer.

20. Notice of Breach and Default: If DEVELOPER refuses or fails to obtain prosecution of the work, or any severable part thereof with such diligence as will insure its completion within the time specified, or any extensions thereof, or fails to obtain completion of said work within such time, or if the DEVELOPER should be adjudged a bankrupt, or DEVELOPER should make a general assignment for the benefit of DEVELOPER's creditors, or if a receiver should be appointed in the event of DEVELOPER's insolvency, or if DEVELOPER, or any of the DEVELOPER's contractors, subcontractors, agents, or employee, should violate any of the provisions of this AGREEMENT, CITY may serve written notice of breach of this AGREEMENT upon DEVELOPER and any holder of security provided by DEVELOPER pursuant to paragraph 9 of this AGREEMENT.

21. Breach of Agreement: Performance by Improvement Security Provider or City:

a. In the event of any such notice of breach and default, those entities or individuals providing improvement security to the DEVELOPER under Paragraph 9 shall have the duty to take over and complete the required public improvements herein specified. However, if within fifteen (15) days after the servicing upon it of such notice of breach, the security improvement providers do not give CITY written notice of its intention to take over the

performance of the contract, and does not commence performance thereof within twenty (20) days after notice to such election, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY may deem advisable, for the account and at the expense of DEVELOPER and those providing improvement security to the DEVELOPER shall be liable to CITY for any excess cost or damages occasioned CITY thereby.

b. In the event DEVELOPER has provided security for DEVELOPER's performance under this AGREEMENT in either the form of a deposit or an instrument of credit, CITY, at its option, shall have full and conditional recourse to such security in accomplishing the performance incumbent upon DEVELOPER.

c. In the event the CITY takes action under Subsection 21(a) or 21(b) above, CITY without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the work and necessary therefor. The rights of CITY provided in this Section are in addition to and cumulative to any and all other rights. Paragraphs 20 and 21 hereof shall not be construed as being in lieu of any other such rights provided by law.

22. Prevailing Wages:

a. DEVELOPER acknowledges that CITY has made no representation, express or implied, to DEVELOPER or any person associated with DEVELOPER regarding whether or not laborers employed relative to the construction of the improvements to be constructed pursuant to this Agreement must be paid the prevailing per diem wage rate for their labor classification, as determined by the State of California, pursuant to Labor Code Section 1720, *et seq.* ("Prevailing Wage Laws"). DEVELOPER agrees with CITY that DEVELOPER shall assume any and all responsibility and be solely responsible for determining whether or not

laborers employed relative to the construction undertaken pursuant to this Agreement must be paid the prevailing per diem wage rate pursuant to the Prevailing Wage Laws or other applicable law.

b. DEVELOPER, on behalf of itself, its successors, and assigns, waives and releases CITY from any right of action that may be available to any of them pursuant to Labor Code Section 1781 or any similar law. Relative to the waiver and release set forth in this Section, DEVELOPER acknowledges the protections of Civil Code Section 1542, which reads as follows:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

By initialing below, DEVELOPER knowingly and voluntarily waives the provisions of Section 1542 or any similar law solely in connection with the waivers and releases contained in this Section. _____ (Initials of Authorized Developer Representative)

c. DEVELOPER shall indemnify, hold harmless and defend CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including DEVELOPER, its contractor(s) and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of Labor Code Sections 1720 *et seq.* and implementing regulations of the Department of Industrial Relations in connection with construction and installation of the improvements required pursuant to this AGREEMENT. DEVELOPER's defense of the CITY

shall be provided by counsel reasonably acceptable to the CITY. The foregoing indemnity shall survive any termination of this AGREEMENT.

23. **Assessment District:** DEVELOPER expressly consents to the annexation to the City-Wide Maintenance Assessment District.

a. Purpose of said district is to provide and pay for the maintenance, servicing, and incidental expenses of the property's street lights, landscaping (where applicable), creek bank protection (where applicable), and open space areas along Putah Creek (where applicable), etc, as provided in the Streets & Highways Code, Section 22500 et seq., arising from the impacts brought by DEVELOPER and improvements constructed by the DEVELOPER.

b. DEVELOPER agrees that current assessment levels are appropriate, as are the assessment formulas.

24. **Effect of Waiver:** CITY's waiver of a breach of any one (1) term, covenant, or other provision of this AGREEMENT, is not a waiver of a breach of any other term, nor is a subsequent breach of the term or provision thereby waived.

25. **Attorney's Fees:** In the event that DEVELOPER fails to perform any obligation hereunder and should CITY prevail in any legal action to compel performance of this AGREEMENT, DEVELOPER agrees to pay reasonable attorney's fees, all costs of suit and all other expenses of litigation incurred by CITY in connection therewith. "Venue for any litigation shall be Yolo County Superior Court, State of California."

26. **Binding on Heirs, Successors, and Assigns:** The covenants and conditions contained in this AGREEMENT shall be binding on DEVELOPER'S heirs, successors, and assigns until such time as said covenants and conditions completely have been fulfilled.

27. **Notices and Payments:** Notices shall be in writing. Payments shall be made by cash, check, or money order. Notices or payments may be made by personal delivery to or mailed to:

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

DEVELOPER: _____

Mailed notices or payments shall be deemed delivered three days after deposit in the U.S. Mail, properly addressed and with certified postage prepaid. A change of person or place to send or receive notices or payments shall be made in accordance with provision set forth hereinabove. Any PARTY or the surety may change such address by notice in writing to the other party and thereafter notices shall be addressed and transmitted to the new address.

28. **Definition of CITY:** "CITY" shall include the City Manager, the City Engineer, and other authorized representatives designated by the Winters City Council.

29. **Covenants and Conditions:** Each covenant and each condition shall be deemed both a covenant and a condition.

30. **Effective Period of This Agreement:** This AGREEMENT shall remain in full force and effect for a period of one (1) year after acceptance by the City Council of the completed construction and the work done under this AGREEMENT or from DEVELOPER's completion of the most recent repair or reconstruction work under paragraph 18 of this AGREEMENT, whichever is later.

31. **Recordation:** The PARTIES agree that this AGREEMENT shall be recorded at the Office of the Yolo County Recorder.

32. Time For Payment of Fees:

a. If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.

b. Fish and Game CEQA Mitigation: The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.

c. Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.

d. City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, Flood Area Storm Drainage Development Impact Fees, General Capital, and Monitoring (General Plan).

e. The Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) for this Property and shall be paid in full prior to issuance of the certificates of occupancy for the development.

f. Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.

g. Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.

h. Public Improvement Plan Check Fees: Appropriate plan check fees shall

be paid prior to plan check of IMPROVEMENT PLANS.

i. Business License: Prior to conducting business in the City of Winters, all contractors, subcontractors, or any other agents shall pay for and obtain a Business License.

33. **Disclaimer Of Liability:** In the event any claim, action or proceeding is commenced naming the CITY or its agents, officers/elected officials, and employees as defendant, respondent or cross defendant arising or alleged to arise from the CITY's approval of this PROJECT, the DEVELOPER shall defend, indemnify, and hold harmless the CITY or its agents, officers/elected officials and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul any approval of the CITY of Winters, the Winters Planning Commission, any advisory agency to the CITY and local district, or the Winters City Council. Project DEVELOPER shall defend such action at DEVELOPER's sole cost and expense which includes court costs and attorney fees. The CITY shall promptly notify the DEVELOPER of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the CITY from participating in the defense of any claim, action, or proceeding, if the CITY bears its own attorney fees and cost, and defends the action in good faith. DEVELOPER shall not be required to pay or perform any settlement unless the settlement is approved by the DEVELOPER in good faith, and the settlement not direct or indirect cost on the CITY, or its agents, officers/elected officials, and employees, the Winters Planning Commission, any advisory agency to the CITY, local district and the Winters City Council. Notwithstanding anything in this AGREEMENT to the contrary, the foregoing shall not apply to any bona fide purchaser(s) from DEVELOPER following their acquisition of any parcel in the development project if the required improvements (for such purchasers' parcels) have been completed and accepted by the CITY.

34. **Certificates of Occupancy:** Except as otherwise provided in this AGREEMENT, permanent certificates of occupancy for the "PROJECT" shall not be issued until after completion, and acceptance by the City, of the required public improvements pursuant to the approved public IMPROVEMENT PLANS, or the City Engineer and Fire Chief have provided their written approval.

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

DEVELOPER:

BY: _____
Cecilia Aguiar-Curry, MAYOR

BY: _____

BY: _____

ATTEST:

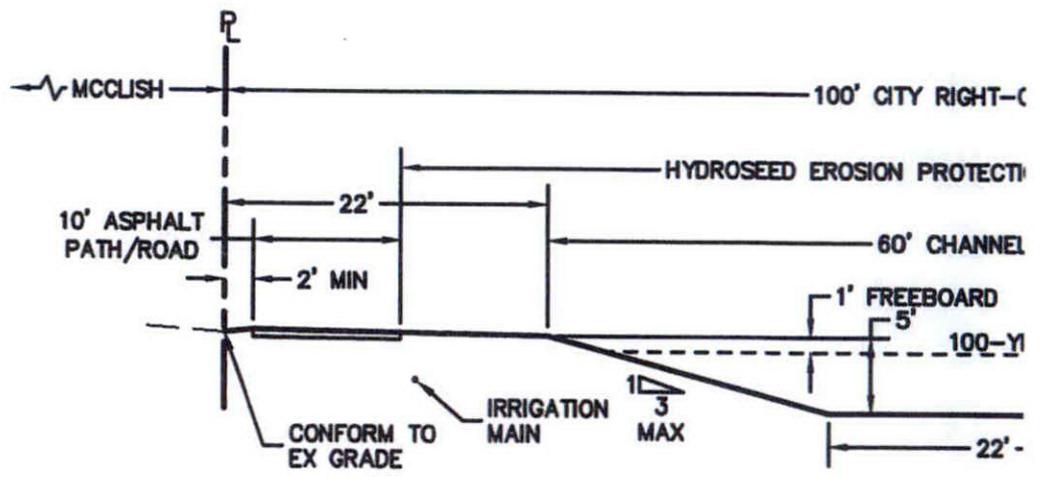
APPROVED AS TO FORM:

Nanci G. Mills, CITY CLERK

Ethan Walsh, ATTORNEY

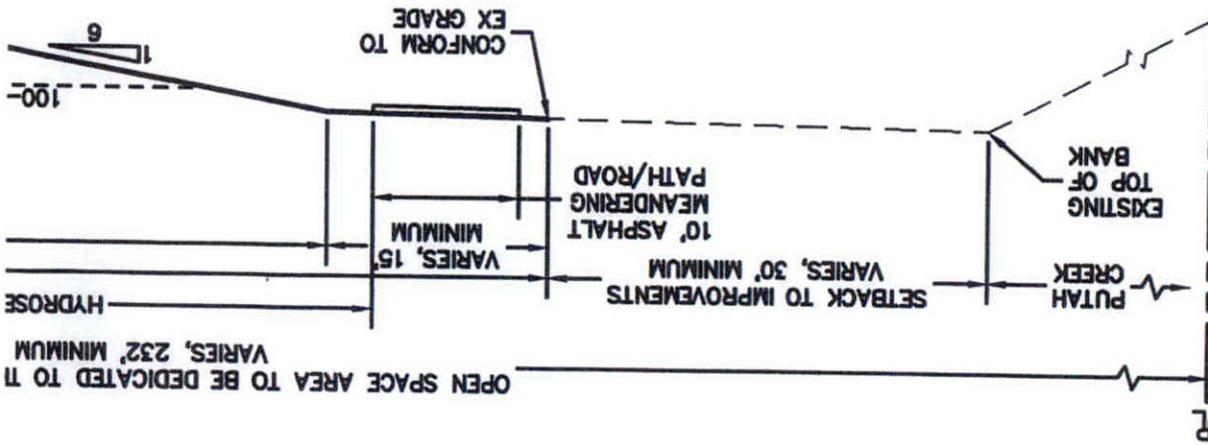
EXHIBIT "A"

Legal Description of Property



CROSS S
 NORTH-SOUTH DIVERSION CHANNEL (S
 SCALE

CROSS SECT
EAST-WEST DIVERSION CH,
SCALE: 1"



CITY OF WINTERS
SPECIAL PLANNING COMMISSION MEETING
Thursday, June 11, 2015 at 6:30 p.m.

Ref No. 16430

Reported By: CHARLOTTE A. HARTSHORNE, CSR No. 4503

<p>1 APPEARANCES</p> <p>2</p> <p>3 Planning Commission:</p> <p>4 Chair Bill Biasi</p> <p>5 Vice Chair Kate Frazier</p> <p>6 Commissioner Dave Adams</p> <p>7 Commissioner Lisa Baker</p> <p>8 Commissioner Paul Myer</p> <p>9 Commissioner Patrick Riley</p> <p>10 Commissioner Luis Reyes</p> <p>11</p> <p>12 City Manger: John Donlevy</p> <p>13 City Management Analyst: Tracy Jensen</p> <p>14</p> <p>15 City Contract Planner:</p> <p>16 Heidi Tschudin</p> <p>17</p> <p>18</p> <p>19</p> <p>20</p> <p>21</p> <p>22</p> <p>23</p> <p>24</p> <p>25</p> <p style="text-align: center;">2</p>	<p>1 CHAIR BIASI: So first off, I will ask for</p> <p>2 any – for citizen's input for any items that are</p> <p>3 not on tonight's agenda. I have received no forms</p> <p>4 so I assume we have none and move on. No consent</p> <p>5 items.</p> <p>6 Any staff or commission reports?</p> <p>7 Okay. None. We'll move to our first and</p> <p>8 only discussion item. And I believe we'll have</p> <p>9 Heidi come and give us an introduction, some</p> <p>10 background on that.</p> <p>11 Heidi?</p> <p>12 MS. TSCHUDIN: Thank you very much. Good</p> <p>13 evening.</p> <p>14 Tracy, you want to queue that thing up</p> <p>15 and –</p> <p>16 MS. JENSEN: Oh, yes. I'm sorry.</p> <p>17 MS. TSCHUDIN: My name is Heidi Tschudin.</p> <p>18 I am a contract planner for the City of Winters,</p> <p>19 and I've provided the City with planning services</p> <p>20 on an as-needed basis since 2001.</p> <p>21 I'm the project manager and land planner</p> <p>22 for this project, and I was assisted in my efforts</p> <p>23 by a few folks I'd like to introduce. Planner Dave</p> <p>24 Goswell, Engineer Alan Mitchell, Management Analyst</p> <p>25 Jenna Moser, who isn't here tonight, City Attorney</p> <p style="text-align: center;">4</p>
<p>1 Thursday, June 11, 2015 at 6:30 p.m.</p> <p>2 City of Winters Council Chambers</p> <p>3 318 First Street</p> <p>4 Winters, CA 95694-1923</p> <p>5 –o0o–</p> <p>6 CHAIR BIASI: Call to Special Planning</p> <p>7 Commission Meeting on June 11, 6:30 p.m.</p> <p>8 Role call, please.</p> <p>9 CITY CLERK: Frazier?</p> <p>10 COMMISSIONER FRAZIER: Here.</p> <p>11 CITY CLERK: Adams?</p> <p>12 COMMISSIONER ADAMS: Here.</p> <p>13 CITY CLERK: Baker?</p> <p>14 COMMISSIONER BAKER: Here.</p> <p>15 CITY CLERK: Myer? Reyes?</p> <p>16 COMMISSIONER REYES: Here.</p> <p>17 CITY CLERK: Riley?</p> <p>18 COMMISSIONER RILEY: Here.</p> <p>19 CITY CLERK: Biasi?</p> <p>20 CHAIR BIASI: Here.</p> <p>21 CITY CLERK: Thank you.</p> <p>22 CHAIR BIASI: Thank you. Could we have –</p> <p>23 Mr. Mitchell, would you lead us in the pledge of</p> <p>24 allegiance?</p> <p>25 MR. MITCHELL: Certainly.</p> <p style="text-align: center;">(Pledge of allegiance.)</p> <p style="text-align: center;">3</p>	<p>1 Ethan Walsh, EIR Consultant Chris Mundhenk of</p> <p>2 Ascent Environmental, and our work was directed by</p> <p>3 City Manager John Donlevy.</p> <p>4 The project that is before you this</p> <p>5 evening is the Winters PGandE Gas Operations</p> <p>6 Technical Training Center which involves a 55-acre</p> <p>7 site at the southwest quadrant of I-505 and East</p> <p>8 Grant Avenue, or State Route 28, within the city's</p> <p>9 limits.</p> <p>10 The applicant is PGandE Company, a</p> <p>11 publicly-traded energy company and local energy</p> <p>12 service provider.</p> <p>13 This project has several components. It</p> <p>14 includes development of a vocational training</p> <p>15 center of almost a hundred and seven thousand</p> <p>16 square feet on almost 30 acres of the site,</p> <p>17 construction of various public and private</p> <p>18 improvements to serve the training center,</p> <p>19 parcelization of the land to, among other things,</p> <p>20 create the training center property, result the</p> <p>21 dedication of land to the city for roads, storm</p> <p>22 drainage channel and open space along the Putah</p> <p>23 Creek Parkway, and create two remainder parcels for</p> <p>24 future development by the McClish Family.</p> <p>25 It also involves construction by PGandE of</p> <p style="text-align: center;">5</p>

1 the storm drainage channel and an important public
 2 trail connection from Grant Avenue to and along the
 3 Putah Creek riparian corridor.
 4 The application for this project was first
 5 received in December of 2013, and since that time
 6 it's been subject to extensive review and analysis.
 7 And the EIR has been prepared. There have been ten
 8 technical studies, 27 public meetings and hearings.
 9 And the result of all this hard work is a project
 10 that is before you today which we do recommend for
 11 approval.
 12 The staff report packet contains a number
 13 of things that I just want to walk through quickly.
 14 There is a comprehensive staff report. There is
 15 copies of a variety of project exhibits. Many of
 16 those are on the slides that are being displaced to
 17 you while I'm talking.
 18 The final EIR is comprised of two volumes,
 19 one labeled "Draft" and one labeled "Final." And
 20 then there is a number of resolutions and
 21 ordinances that would enact all of the necessary
 22 approvals and actions to result in a recommendation
 23 of approval to the City Council.
 24 I do want to draw your attention to
 25 proposed changes to four of the recommended

6

1 I'm done, open the public hearing and then invite
 2 the applicant to make some remarks, and after the
 3 applicant invite testimony from the public, and at
 4 that point close the public hearing, and after
 5 you've deliberated and had any questions answered
 6 by us, if you would allow me to assist you in
 7 considering the recommended actions that are
 8 outlined on Pages 11 through 13 of your report, I
 9 can help you with that at that time.
 10 So with that, I would like to mention a
 11 couple folks on the PGandE team. And then the
 12 first thing I'd like to recommend is that you open
 13 that public hearing.
 14 So I do want to thank Tom Crowley who is
 15 the program manager, who we've been working with,
 16 Nate Lishman, the environmental and land planner,
 17 and Bill Abbott, which is their outside counsel.
 18 Those are the three folks that I know I've been
 19 working most closely with.
 20 They have a much larger team that I
 21 believe they're going to introduce to you. And I
 22 believe the first speaker will be Alisa
 23 Okelo-Odongo who is going to come up as soon as you
 24 open the public hearing.
 25 So thank you very much.

8

1 conditions of approval that are shown on a
 2 single-page addendum that's at your desk. And I'll
 3 review those with you at any time if you have
 4 questions or later in the process when we get to
 5 the action before you.
 6 This project has been carefully reviewed
 7 for environmental impact, for design compatibility
 8 and for regulatory consistency, and we believe that
 9 the proposed conditions of approval as modified,
 10 which include all of the mitigation measures
 11 recommended in the environmental impact report,
 12 will ensure the best possible fit for the project
 13 within the community.
 14 If your planning commission concurs with
 15 the staff recommendation what will happen is the
 16 entire project will move forward to the City
 17 Council on July 7th for a hearing and initial
 18 action and with final action before the City
 19 Council on July 21st.
 20 We have our entire team here today to
 21 answer questions of the Commission and the public.
 22 And the applicant also has their team in attendance
 23 to assist the Planning Commission this evening.
 24 I would like to suggest that your
 25 commission do a couple things. First of all, when

7

1 CHAIR BIASI: Thank you very much.
 2 So at this point any questions before the
 3 public hearing or clarifications from the
 4 Commission? I'm sure we got a good explanation
 5 here.
 6 So at 6:36 we'll go ahead and open up the
 7 public hearing and we'll invite the applicant.
 8 Heidi, you want to introduce the first
 9 one?
 10 MS. TSCHUDIN: Sure.
 11 Alisa, you want to go up?
 12 MS. OKELO-ODONGO: Heidi, good job on my
 13 last name.
 14 Good evening, Chair Biasi and
 15 Commissioners. I am Alisa Okelo-Odongo. I am the
 16 government relations manager for PGandE in this
 17 area. And as the government relations manager I
 18 have had the distinct pleasure of working with many
 19 leaders in the City of Winters for many years and
 20 most recently as we were looking to build a
 21 state-of-the-art gas operations center.
 22 When PGandE was evaluating locations to
 23 build this facility Winters was at the top of the
 24 list for its central location and for its local
 25 leadership. But what I have been most fortunate

9

1 enough to witness firsthand is a community that is
 2 truly invested in succeeding together.
 3 Because of your commitment PGandE has also
 4 invested in making sure that this project succeeds
 5 and in continuing to invest resources in the
 6 community of Winters as a whole. Whether it's
 7 participating in the Duck Derby and winning, as
 8 luck would have it this year, and sponsoring local
 9 scholarships, community festivities and other
 10 city-wide improvement projects on behalf of PGandE,
 11 our PGandE team has truly enjoyed being welcomed
 12 into the Winters community.
 13 We have worked closely with city officials
 14 throughout the evolution of this project, and we
 15 are pleased to have been able to foster such a
 16 strong working relationship with your local
 17 leaders.
 18 As a company PGandE strives to have
 19 meaningful and lasting impacts upon our
 20 communities. And we know that this project will
 21 bring new construction and support jobs in the area
 22 which we can work with the city to promote, and we
 23 will also bring a regular work flow of PGandE
 24 visitors to Winters and to the beautiful downtown
 25 area. And our investment will be substantial.

10

1 opportunity to talk just for a moment about why
 2 we're doing this, why we're building a training
 3 center.
 4 PGandE's gas business has been a real
 5 journey over the last four years. We've been
 6 working to really transform the way we run our gas
 7 system. And as such the work we've been doing has
 8 dramatically increased over the last four years.
 9 We've really, for all intents and
 10 purposes, doubled the amount of work we do each
 11 year. Just as a couple of examples of the types of
 12 improvements we're trying to make. For example, on
 13 our transition system there is a process where you
 14 hydro-test your lines. You take them out of
 15 service. You take the gas out and you fill them
 16 with water and you pressure-test them.
 17 We pressure-tested almost 700 miles of
 18 pipeline in the last four years. We've replaced
 19 well over a hundred and twenty miles of transition
 20 pipe. We actually reached a really -- for those in
 21 the gas world -- a really great milestone this past
 22 December. We finished replacing all of the -- the
 23 last remaining piece of our cast iron pipe.
 24 Cast iron is a material that is decades
 25 and decades old and for a gas system is a source of

12

1 The Gas Operations Technical Training
 2 Center will provide about 36,000 training hours per
 3 year and about a hundred to a hundred fifty
 4 students on site per day.
 5 The project will cost approximately 75
 6 million dollars and result in approximately 300,000
 7 to 500,000 in new property tax generation. And we
 8 plan to have about 50 full-time employees on staff
 9 once the construction is complete.
 10 In addition, we've invested a significant
 11 amount of funding for trail and recreational
 12 improvements, landscape improvements, around the
 13 Putah Creek area, and as we move forward with this
 14 exciting project we look forward to continue to
 15 foster the relationship between PGandE and Winters
 16 that we built over the years and marking many more
 17 milestones with you.
 18 So we look forward to the continued
 19 support with this project. Thank you.
 20 And I would like to call up Jim Howe who
 21 is Senior Director of Gas Operations.
 22 MR. HOWE: Good evening, and thank you
 23 very much for the opportunity to be here tonight.
 24 I'm kind of the project sponsor for
 25 PGandE's gas business. And I want to take an

11

1 a lot of leaks and problems. And to be able to
 2 finally -- to get that done is a process that took
 3 us over 20 years to get rid of about 800 miles of
 4 pipe. And we completed that this past December.
 5 From a service perspective one thing that
 6 we're very excited about, when someone calls us and
 7 says, hey, I think I smell gas, we respond and we
 8 come to investigate that and make sure there is no
 9 problem.
 10 A few years ago our average response time
 11 for when a customer calls to when we get there to
 12 investigate that was about 33 minutes. We've
 13 driven that down to about 20 minutes, and that's
 14 actually in the top ten percent of performance in
 15 the country right now, and we're very proud of
 16 that.
 17 So as you can see, we've done -- we're
 18 doing a lot more work as this point, and as part of
 19 that we have brought in a lot more many people.
 20 So -- in our gas business alone we've
 21 hired well over a thousand people in the last four
 22 years. Probably up to about 1300 or 1400, I
 23 believe, right now.
 24 And we've also invested a lot in
 25 technology and the way we do work. A lot of new

13

1 tools, a lot of really exciting ways of doing the
2 things that we're doing.

3 And one of the things that we also do is
4 we kind of view feedback as a gift. And so when it
5 comes to safety there is kind of no limits to what
6 we can learn, we feel, and so we've gone out to
7 really learn what the best of the best in the
8 country do in terms of running a gas business. And
9 one of the things we learned is that there were a
10 lot of opportunities to do a lot more with training
11 with our people.

12 And so when we looked at some of the
13 really – the best training facilities in the
14 country we learned a lot. And we decided that we
15 needed – for the amount of work we're doing and
16 for the work force that we have, we needed to
17 invest in a really world-class training facility.

18 And that's – because of the work we're
19 doing and because of what we're trying to do to
20 transform our gas business in terms of safety that
21 just is such an integral part, such an important
22 piece, of what we're trying to do. And so that's
23 why we've endeavored to create the facility that
24 we're requesting your approval for tonight and to
25 move forward with the process.

14

1 perspective.

2 So Brian.

3 MR. TRUMBULL: Thank you. Good evening,
4 ladies and gentlemen of the Commission. My name is
5 Brian Trumbull. I am the gas operations training
6 manager for PGandE, and I will have the pleasure of
7 being the on-site manager for this facility.

8 As my colleagues mentioned, PGandE's
9 commitment to providing safe and reliable gas
10 service starts with our employees.

11 This new facility will couple our
12 safety-first culture with ongoing training and
13 development for our employees. We focus really on
14 muscle memory and repetitive tasks in real-life
15 scenarios, and so training to the fundamentals and
16 our core training is really what this facility will
17 focus on primarily as well as with expanding
18 technologies.

19 As Jim mentioned, we're getting into new
20 ways of testing our pipelines, learning more about
21 our pipelines, and enhancing the safety of our
22 pipelines.

23 We will have state-of-the-art classroom
24 settings and many outdoor facilities that will
25 mimic the actual facilities that we have in our

16

1 This facility is going to be phenomenal.
2 Like I've said, we visited some of the best
3 training facilities in our industry in the country.
4 And we think we've got all the right aspects from
5 those – from what we've learned there designed
6 into this facility.

7 We're very excited about it. We're very
8 excited to be here in Winters. As Alisa said, the
9 process that we've gone through has been excellent.
10 It's – any of the issues that have come up we've
11 worked together to figure out what the right
12 solution is. And we're just extremely excited to
13 be here and so – really looking forward to getting
14 this facility in place and to get our folks here
15 and to continue the process of elevating what we're
16 doing to train them and get them to be really
17 competent and qualified and to do all the things
18 that we're doing and that we want to do going
19 forward.

20 So that's a little background of why we're
21 doing the project and why it's important to us at
22 PGandE. And we thank you for your consideration.

23 And I think I'm turning it over to Brian
24 to talk a little bit more about the details of how
25 the facility is going to work from an operational

15

1 PGandE system.

2 Giving our employees those experiences in
3 a controlled environment increases the probability
4 that when they go out into the field that they will
5 execute these tasks flawlessly.

6 The facility will also address the
7 shortage of workers in this industry on a national
8 level. There is a shortage of technical workers in
9 gas pipelines due to aging infrastructure, aging
10 work forces and just due to additional attrition.

11 Some of the programs that we have we will
12 partner in with our Power Pathway Program, with
13 local community colleges and schools to influence
14 the curriculum that those institutions provide,
15 generating a pipeline of local employees and
16 citizens to come to work for PGandE.

17 Among other things, this facility will
18 include a about 60,000-square-foot main building.
19 7.1 acres will have an indoor technical training
20 facility. And there will be a 1.1-acre site of
21 graded surface for our pipe inspection area.

22 There is a crane area, a Class A driving
23 school, a utility village that will have 15
24 simulated homes where our employees can go through
25 the task that they face day to day out in

17

1 investigating gas leaks, doing locate and mark,
 2 leak survey, pipeline inspection.
 3 There will be a cathodic protection area,
 4 some area for future expansion, and post-training
 5 our employees will be patrons to the local
 6 businesses and volunteers in our community.
 7 As Alisa indicated, there will be
 8 approximately a hundred and fifty people here a
 9 day, and at the end of training they will be
 10 working out in the gyms, they will eating in local
 11 restaurants and they will be volunteering here in
 12 town.
 13 So with that, I just want to take time to
 14 thank our project team. From the beginning, Alisa,
 15 Tom, Jim, been a great sponsor for us, Nate doing
 16 the environmental part, and Justin leading for gas
 17 operations.
 18 So thank you for the opportunity. And I'd
 19 like to see if you guys have any questions.
 20 CHAIR BIASI: Thank you. Let's see if we
 21 have any other public comments.
 22 Anyone in the audience that would like to
 23 comment, have any input on this?
 24 Okay. Seeing none, then we'll go ahead
 25 and close the public hearing.

18

1 antenna from downtown out there? Can't we --
 2 MR. TRUMBULL: You're talking about the
 3 SCADA antenna that's on top of the lift station?
 4 COMMISSIONER FRAZIER: Yeah.
 5 MR. CROWLEY: My name is Tom Crowley. I'm
 6 the program manager for PGandE.
 7 I believe you're talking about the SCADA
 8 antenna that's on top of the pole at the lift
 9 station?
 10 COMMISSIONER FRAZIER: Yes.
 11 MR. CROWLEY: We don't need to move it
 12 from our perspective. We believe that, because of
 13 what we're building around it, it's going to lose
 14 the line of sight. So we've offered for the city
 15 to mount it at the top of our building so we can
 16 maintain the connectivity for the city's SCADA
 17 system.
 18 And we've worked with Carol in just
 19 initial discussions, and if the project gets
 20 approved that's something we'll do in time.
 21 CHAIR BIASI: Other questions? Other
 22 questions?
 23 I know we've had a lot of meetings on this
 24 and a lot of discussion over various things
 25 already.

20

1 Questions, comments from the
 2 Commissioners? Anybody?
 3 COMMISSIONER RILEY: One of my questions
 4 was, is the facility going to be capable of
 5 upgrading or changing as technology changes?
 6 MR. TRUMBULL: Absolutely. So we have an
 7 area in the facility that is kind of our flow lab,
 8 and that's a simulated pipeline. And that has a
 9 lot of our current technologies in there, from our
 10 SCADA technology, which is Supervisory Control and
 11 Data Acquisition, so we can see what's happening on
 12 the pipelines, as well as some areas that we
 13 reserved for future expansion.
 14 We have many computer interfaces into our
 15 pipeline technologies, and then they have the
 16 ability to adapt new leak survey technologies,
 17 locate and mark technologies, as Jim mentioned,
 18 pipeline inspection technologies, and the ability
 19 really to take and change with the times,
 20 anticipate the needs of not only our customers but
 21 our employees with new ergonomically correct tools,
 22 adapting whatever the industry is using, so we can
 23 have the safest facility out there.
 24 COMMISSIONER FRAZIER: Why are you
 25 moving -- or why do you want to move the SCADA

19

1 I just would like to say, I know we've --
 2 I think, reading through this packet, there is a
 3 lot of information, a lot of conditions in here
 4 that it sounds like the city and PGandE have worked
 5 together well to meet the concerns that were
 6 brought up by the citizens and the city as well to
 7 PGandE. So I appreciate that. And the
 8 improvements that we will be able to make to the
 9 creek with the funding.
 10 And one question I had on that in one of
 11 the conditions is that they provide 200,000 for
 12 landscaping for the trail area along the creek
 13 path. That doesn't involve the landscaping for the
 14 north-south part of the drainage channel, right?
 15 MS. TSCHUDIN: That's correct.
 16 CHAIR BIASI: East-west?
 17 MS. TSCHUDIN: That's correct.
 18 CHAIR BIASI: Okay. But otherwise, yeah,
 19 I think it's going to be a good project if approved
 20 tonight by everybody, but I think we're moving in
 21 the right direction.
 22 Questions? Comments?
 23 COMMISSIONER FRAZIER: Yeah. So number 85
 24 and 86, I'm just wondering, describing the road,
 25 and Jenna had forwarded me what that road would

21

1 look like, the Class 1 bike path and things like
 2 that, but that's part of the approval this evening
 3 or is that going to be approved or recommended this
 4 evening?
 5 MS. TSCHUDIN: It is part of your
 6 recommendation this evening, yes.
 7 COMMISSIONER FRAZIER: And then is there a
 8 drawing of that?
 9 MS. TSCHUDIN: There is. It's attached,
 10 and it's also been -- so if you -- in the back --
 11 I'm assuming yours is made up the same way as mine.
 12 So the last three pages, excuse me, two, yeah,
 13 three pages, do you have fold-outs?
 14 So there are sketches from three different
 15 points.
 16 Is that what you were referring to, the
 17 channel?
 18 COMMISSIONER FRAZIER: So it would be the
 19 Class 1 bike path, and then like -- from what I
 20 understand, there is landscaping PGandE, we've got
 21 the Class 1 bike lane, more landscaping, road, and
 22 I couldn't -- couldn't visualize from the map what
 23 exactly that's going to look like, that
 24 intersection.
 25 MS. TSCHUDIN: Okay. So Timber Crest

22

1 where ultimately that the widest portion will be
 2 ultimately four lanes.
 3 In this project what's going to happen is
 4 PGandE will be developing an eight-foot Class 1
 5 biking, pedestrian trail which will run along the
 6 full frontage of the project and then it will head
 7 west on the two remainder -- in front of the
 8 remainder McClish parcel all the way to across the
 9 Robata property to -- to East Main Street.
 10 In the intersection there is a traffic
 11 signal, and there will be a turn lane that will go
 12 in.
 13 Now, in front of the PGandE property at
 14 this point they will build their side of the street
 15 to the ultimate condition which will leave room for
 16 that -- that second drive lane that will be on that
 17 side, but it will not be built out. There will be
 18 a ditch in front of the -- in front of the
 19 eight-foot sidewalk that's in front of their
 20 property. So that's what's going to be built out.
 21 Ultimately in front of that property there
 22 will be a four-lane road with the medium that --
 23 that will go in. On the other side will be an
 24 eight-foot-wide pedestrian pathway, bike pathway,
 25 pedestrian pathway, but ultimately those will be

24

1 comes out to a cul-de-sac.
 2 COMMISSIONER FRAZIER: Yep.
 3 MS. TSCHUDIN: And at the end of the
 4 cul-de-sac there will be a driveway which is the
 5 access onto the maintenance road facility.
 6 COMMISSIONER FRAZIER: Okay.
 7 MS. TSCHUDIN: If you're standing on Grant
 8 and you're looking at the PGandE facility, so
 9 you're looking at the cul-de-sac of Timber Crest,
 10 on the right-hand side there will not be any
 11 sidewalk, but there will be a sidewalk on the
 12 left-hand side. There will be landscaping on both
 13 sides.
 14 COMMISSIONER FRAZIER: YEAH. So I guess
 15 it's the round part of the cul-de-sac, where you're
 16 pointing. Is that kind of detailed out like
 17 where -- are you going to plant that curved medium
 18 for the turn lane?
 19 MS. TSCHUDIN: Are you asking a
 20 landscaping question?
 21 MR. DONLEVY: Let me explain the roadway
 22 and Alan's point.
 23 The complete street's plan for Grant
 24 Avenue is to be built in actually a couple of
 25 phases. The section from the 505 to Main Street is

23

1 built when the north side is developed at some
 2 point. So --
 3 COMMISSIONER FRAZIER: That's where I was
 4 having a hard time. I wasn't sure where we were
 5 getting to this project knowing that it's the only
 6 developed corner out of four and what that would --
 7 if we're providing it in phases, where do we get to
 8 in the next phase?
 9 MR. DONLEVY: Yeah. Ultimately what this
 10 project is going to do is it will sit back because
 11 they're going to build to the ultimate right of
 12 way.
 13 And one thing that will actually look very
 14 nice on that, at Matsumoto Lane there is a signal
 15 there, right there. There is a signal. And right
 16 now it kind of looks funky simply because it's just
 17 an empty lot right there, but ultimately with the
 18 project it will -- it will clean everything up. I
 19 mean, it will look nice. It will look more set
 20 back because ultimately -- the ultimate right of
 21 way is there.
 22 Knowing this community, we're going to try
 23 and hang on to two lanes out there probably as long
 24 as we can. But CalTrans has mandated ultimately
 25 that it be four lanes out there.

25

1 And just in the future Main Street will
 2 have a traffic signal, and then I think the
 3 Commission is familiar with some of the roundabouts
 4 and things, so.
 5 Anyway, that's how I would describe the
 6 process.
 7 CHAIR BIASI: And those won't actually
 8 happen until the traffic count goes to mandated for
 9 four lanes.
 10 MR. DONLEVY: Right.
 11 COMMISSIONER FRAZIER: Right, which will
 12 be pretty quick.
 13 COMMISSIONER BAKER: On Condition 90,
 14 regarding the transit bus-off off Eastern Ash
 15 Avenue, will they be doing that in conjunction with
 16 the Yolo Bus and will it meet their new transit
 17 requirements including the now sort of covered
 18 shelter that they are putting in?
 19 MS. TSCHUDIN: Yes, it has to meet their
 20 specifications.
 21 CHAIR BIASI: I believe it would be
 22 similar to the one that we have at Rotary Park?
 23 MS. TSCHUDIN: Yes.
 24 CHAIR BIASI: The supporting group as
 25 well, Market?

26

1 believe this is verbatim.
 2 CHAIR BIASI: Okay.
 3 MR. DONLEVY: We're planting sequoias out
 4 there. It's going to be impressive.
 5 CHAIR BIASI: Okay. More last questions?
 6 If not, Heidi, will you kind of lead us
 7 through the process of recommending –
 8 MS. TSCHUDIN: Yes. Thank you.
 9 If you turn to Page 11 of your staff
 10 report, I would just like to point out the way the
 11 actions are organized, and then I'll make a
 12 recommendation to you about a possible way to
 13 package this.
 14 Items – so, first of all, there are 12
 15 items there that are part of the action that you'll
 16 be taking. I just want to walk you through them.
 17 Item 1 has to do with the environmental
 18 impact report. Items 2 and 3 have to do with the
 19 General Plan Amendment.
 20 Items 4 – or Item 4, excuse me, modifies
 21 the Storm Drainage Master Plan.
 22 Items 6 – 5, 6 are both related to
 23 zoning.
 24 Items 7 and 8 have to do with the CUP and
 25 the site design review. And both of those items, 7

28

1 MS. TSCHUDIN: Yes.
 2 CHAIR BIASI: Other questions? Comments?
 3 COMMISSIONER MYER: I just make the
 4 comment. The meetings put on by the city and
 5 PGandE leading up to this have been great. I mean,
 6 so many comments and points of view brought up and
 7 questions answered that it's almost anti-climatic
 8 and greatly appreciated.
 9 CHAIR BIASI: I have one more question.
 10 Condition 12 talks about more of the
 11 landscaping, the trees that will be in there.
 12 There is a minimum of 15-gallon size which is fine.
 13 They wanted to have a 30-foot diameter within five
 14 years. Is that really possible? Are we going to
 15 put some kind of tree in there that is going to
 16 grow really fast and get a 30-foot canopy in five
 17 years?
 18 MS. TSCHUDIN: You know, I'm pretty sure
 19 that that comes straight out of your plan
 20 standards.
 21 CHAIR BIASI: We have it different for the
 22 parking area. They've got a longer – they've got
 23 15 years, I think, where 50 percent is covered.
 24 MS. TSCHUDIN: I'll double-check that we
 25 didn't get a typo from your standards, but I

27

1 and 8, refer to the conditions of approval. And as
 2 part of the conditions of approval we are proposing
 3 four modifications which are outlined in that
 4 sheet. And I can walk through those if there are
 5 questions, but I do just want to point them out
 6 because we would like to make sure that your action
 7 includes those modifications.
 8 Item 9 has to do with the parcel map and
 9 related actions.
 10 And then 10 is a development agreement
 11 which deals specifically with fees and
 12 reimbursements.
 13 Eleven has to do with the public
 14 improvement agreement.
 15 And 12 is street and trail naming.
 16 And as John mentioned earlier, the actions
 17 that we're asking of you are actually in the form
 18 of a recommendation to the Council. The entire
 19 package goes to the Council for a final action.
 20 And so with that in mind, my
 21 recommendation to you is that, whoever chooses to
 22 move staff recommended items 1 through 12, that
 23 with respect to actions 7 and 8 you include the
 24 proposed modifications to the four conditions of
 25 approval. And that's really all you have to do

29

1 unless you care to walk through them one at a time.
 2 CHAIR BIASI: I would like to have you
 3 maybe clarify Condition 25, how we change that with
 4 the Memorandum of Understanding.
 5 MS. TSCHUDIN: You bet.
 6 The proposed change to condition of
 7 approval 25 is really to allow flexibility in
 8 determining an appropriate process for notification
 9 regarding activities on Sundays and holidays.
 10 So, as you know, the applicant has
 11 requested and we are proposing that they be allowed
 12 to operate every day of the year. They have shown
 13 and we have analyzed that they fit within all the
 14 guidelines, including noise that the city has.
 15 And so the original approval had language
 16 in it that would ask for kind of an early warning
 17 to the city when there was going to be work on
 18 Sundays and holidays as a way of just keeping the
 19 citizens informed. They requested additional
 20 flexibility with how that takes place.
 21 So the action of working with the City to
 22 still allow for early information about that type
 23 of work would still happen. It's just the form.
 24 There is really no need from our
 25 perspective to be unnecessarily specific in the

30

1 condition as long as the applicant is willing to
 2 stipulate to some sort of procedures and as long as
 3 they're in some kind of enforceable document. And
 4 the language changes it to a memorandum of
 5 understanding.
 6 That MOU would be prepared by staff and
 7 the applicant and it would be brought back to the
 8 City Council for final authorization to execute at
 9 a later date.
 10 CHAIR BIASI: Any other items? We're
 11 deleting Condition 27, 32, and 128.
 12 MS. TSCHUDIN: Yes.
 13 The proposed eliminations of those
 14 conditions are really all related.
 15 The City's authority to condition this use
 16 is derived really from the city's police power.
 17 And the police power gives local governments the
 18 responsibility to protect the public health, safety
 19 and welfare. And with this in mind, the applicant
 20 had expressed to us concerns that those three
 21 conditions appear to go beyond what would be
 22 appropriate controls on operations of the facility
 23 and that they weren't necessarily specifically
 24 needed for public health, safety and welfare.
 25 And, you know, while those authorities can

31

1 be broadly interpreted, frankly we agreed, and so
 2 we are recommending their deletions.
 3 CHAIR BIASI: One question came up. You
 4 mentioned Condition 25. Something that I read in
 5 there about - I think it's on the noise
 6 monitoring -
 7 MS. TSCHUDIN: Yes.
 8 CHAIR BIASI: - that there is supposed to
 9 be a report back within, what, three years?
 10 MS. TSCHUDIN: Three years, yes.
 11 CHAIR BIASI: I would ask that if we do
 12 approve this and it moves forward that we bring the
 13 results of that to the Commission in three years
 14 and let us know how that monitoring is going.
 15 MS. TSCHUDIN: We can definitely do that
 16 as a part of the condition, and if that is the wish
 17 of the Commission I recommend that you add that in
 18 as well as part of the modifications when you take
 19 your action.
 20 CHAIR BIASI: I don't remember which
 21 condition - where that exactly is.
 22 MS. TSCHUDIN: It's Number 25. And it
 23 would be instructing staff to add further direction
 24 that the report be brought back to the Planning
 25 Commission.

32

1 MR. DONLEVY: So we would include that in
 2 the MOU?
 3 MS. TSCHUDIN: Yes.
 4 CHAIR BIASI: Okay. Everybody clear?
 5 Would anyone like to make a motion?
 6 COMMISSIONER BAKER: I can.
 7 CHAIR BIASI: Thank you.
 8 COMMISSIONER BAKER: I would move staff's
 9 recommendation to forward the entire packet on to
 10 the City Council for their consideration of
 11 approval, including striking the clauses 27, 32 and
 12 128 from the conditions, modifying clause number 25
 13 per the language provided by staff with the
 14 inclusion of bringing a report back to the Planning
 15 Commission after three years regarding the noise.
 16 CHAIR BIASI: Thank you. Do we have a
 17 second?
 18 COMMISSIONER MYER: Second.
 19 CHAIR BIASI: We have a motion and a
 20 second. All in favor say "aye." All opposed.
 21 Seeing none, the motion passes
 22 unanimously.
 23 MS. TSCHUDIN: Thank you very much.
 24 CHAIR BIASI: Thank you very much. And
 25 thank you PGandE team for working with us on it.

33

1 MS. TSCHUDIN: So I believe you can
2 continue to take any other staff comments and the
3 rest of your agenda and then adjournment.

4 CHAIR BIASI: So do we have any other
5 Commission or staff comments?

6 MR. DONLEVY: So this will go on to the
7 Council on July 7th, and stay-tuned. Probably the
8 same show.

9 COMMISSIONER BAKER: So I just have one
10 sort of comment announcement.

11 So I recently became appointed as the
12 Winters representative to the Yolo Bus's Citizens
13 Advisory Commission. So when it's for transit
14 issues I'm very happy to serve. Thank you.

15 MR. DONLEVY: Thank you.

16 CHAIR BIASI: Thank you all city staff for
17 all the work put in on this project. Getting
18 there.

19 Thank you. Any other comments? Seeing
20 none, we'll go ahead and adjourn the meeting at
21 7:07. Thank you.

22 (Thereupon the meeting was adjourned at
23 7:07 p.m.)
24
25

1 REPORTER'S CERTIFICATE
2 I, CHARLOTTE A. HARTSHORNE, a Certified
3 Shorthand Reporter for the State of California, do
4 hereby certify:

5 That the foregoing proceeding was taken
6 down by me using a shorthand machine which was
7 thereafter transcribed under my direction;
8 that the foregoing transcript is a true record of
9 the proceeding which transpired.

10 I further certify I am neither
11 financially interested in the proceeding nor a
12 relative or employee of any party to this
13 proceeding.

14 IN WITNESS WHEREOF, I have this date
15 subscribed my name:

16 Dated: June 16, 2015

17
18 Charlotte A. Hartshorne
19 CHARLOTTE A. HARTSHORNE 4503
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22
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24
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<p>trees 27:11 true 35:8 truly 10:2,11 Trumbull 16:3,5 19:6 20:2 try 25:22 trying 12:12 14:19 14:22 Tschudin 2:12 4:12 4:17,17 9:10 21:15 21:17 22:5,9,25 23:3,7,19 26:19,23 27:1,18,24 28:8 30:5 31:12 32:7,10 32:15,22 33:3,23 34:1 turn 23:18 24:11 28:9 turning 15:23 twenty 12:19 two 5:23 6:18 22:12 24:7 25:23 type 30:22 types 12:11 typo 27:25</p> <hr/> <p style="text-align: center;">U</p> <hr/> <p>ultimate 24:15 25:11 25:20 ultimately 24:1,2,21 24:25 25:9,17,20 25:24 unanimously 33:22 understand 22:20 understanding 30:4 31:5 unnecessarily 30:25 upgrading 19:5 use 31:15 utility 17:23</p>	<p style="text-align: center;">V</p> <hr/> <p>variety 6:15 various 5:17 20:24 verbatim 28:1 Vice 2:4 view 14:4 27:6 village 17:23 visited 15:2 visitors 10:24 visualize 22:22 vocational 5:14 volumes 6:18 volunteering 18:11 volunteers 18:6</p> <hr/> <p style="text-align: center;">W</p> <hr/> <p>walk 6:13 28:16 29:4 30:1 Walsh 5:1 want 4:14 6:13,24 8:14 9:8,11 11:25 15:18 18:13 19:25 28:16 29:5 wanted 27:13 warning 30:16 wasn't 25:4 water 12:16 way 12:6 13:25 22:11 24:8 25:12,21 28:10,12 30:18 ways 14:1 16:20 we'll 4:7,8 9:6,7 18:24 20:20 34:20 we're 12:2,2,12 13:6 13:15,17 14:2,15 14:18,19,22,24 15:7,7,12,15,18,20 16:19 20:13 21:20 25:7,22 28:3 29:17 31:10 we've 8:15 11:10</p>	<p>12:5,7,9,18 13:12 13:17,20,24 14:6 14:23 15:4,5,9,10 20:14,18,23 21:1 22:20 welcomed 10:11 welfare 31:19,24 weren't 31:23 west 24:7 WHEREOF 35:14 widest 24:1 willing 31:1 winning 10:7 Winters 1:6 3:1,2 4:18 5:5 9:19,23 10:6,12,24 11:15 15:8 34:12 wish 32:16 witness 10:1 35:14 wondering 21:24 work 5:2 6:9 10:22 10:23 12:7,10 13:18,25 14:15,16 14:18 15:25 17:10 17:16 30:17,23 34:17 worked 10:13 15:11 20:18 21:4 workers 17:7,8 working 8:15,19 9:18 10:16 12:6 18:10 30:21 33:25 world 12:21 world-class 14:17</p> <hr/> <p style="text-align: center;">X</p> <hr/> <p style="text-align: center;">Y</p> <hr/> <p>yeah 20:4 21:18,23 22:12 23:14 25:9 year 10:8 11:3 12:11</p>	<p>30:12 years 9:19 11:16 12:5 12:8,18 13:3,10,22 27:14,17,23 32:9 32:10,13 33:15 Yep 23:2 Yolo 26:16 34:12</p> <hr/> <p style="text-align: center;">Z</p> <hr/> <p>zoning 28:23</p> <hr/> <p style="text-align: center;">0</p> <hr/> <p style="text-align: center;">1</p> <hr/> <p>1 22:1,19,21 24:4 28:17 29:22 1.1-acre 17:20 10 29:10 11 1:8 3:1,6 8:8 28:9 12 27:10 28:14 29:15 29:22 128 31:11 33:12 13 8:8 1300 13:22 1400 13:22 15 17:23 27:23 15-gallon 27:12 16 35:16 16430 1:18</p> <hr/> <p style="text-align: center;">2</p> <hr/> <p>2 28:18 200,000 21:11 2001 4:20 2013 6:5 2015 1:8 3:1 35:16 21st 7:19 25 30:3,7 32:4,22 33:12 27 6:8 31:11 33:11 28 5:8 20 13:3,13</p>
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6 28:22,22 6:30 1:8 3:1,6 6:36 9:6 60,000-square-foot 17:18			
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ATTACHMENT 3

Winters PG&E Gas Operations Technical Training Center (GOTTC) Project Revised CONDITIONS OF APPROVAL Date July 7, 2015

GENERAL

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City, or the Winters City Council. Project Applicant shall defend such action at Applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the Applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the Applicant in good faith approves the settlement, and the settlement imposes no direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
2. Applicant shall pay all applicable taxes, fees, and charges at the rate and amount in effect at the time of such taxes, fees, and charges become due and payable.
3. Applicant shall pay all development impact fees adopted by the City Council at the rate in effect at the time of building permit issuance and shall pay fees required by the Development Agreement.
4. All conditions identified herein (including all adopted mitigation measures) shall be fully satisfied prior to issuance of an occupancy permit, unless otherwise stated.

COMMUNITY DEVELOPMENT

5. The project is as described in the June 11, 2015 Planning Commission staff report. The project shall be constructed in substantial conformance with the plans and exhibits included in the June 11, 2015 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications to the approved plans will require a new public hearing and Planning Commission approval. This approval does not include approval of the design for the future building which must be reviewed and approved by the Planning Commission, or the design for the utility village structures which must be reviewed and approved by staff.
6. The future uses (future building and future Commercial Driver License training area) shall be subject to all applicable permits, approvals, design review, and fees prior to each respective use commencing. Proposed design for the future building will require Planning Commission

approval. Proposed design for the Commercial Driver License training area will require approval of the Community Development Director.

7. All of the mitigation measures and implementation requirements of the final approved Mitigation Monitoring and Reporting Program (attached) shall be undertaken
8. Prior to submitting for a building permit the Applicant shall address the following to the satisfaction of the City:
 - a. Roofing material for the trash enclosure shall match the other project roofing material.
 - b. Identify on the site plan parking for 21 bicycles as required by Section 17.72.080(B) of the Zoning Ordinance. Type of rack subject to approval by the City
 - c. Revise the sidewalk directly in front of the parking spaces closest to East Grant Avenue by widening it two (2) feet allowing the length of the parking spaces to be reduced to 17 feet. The length of the parking spaces closest to Timbercrest Road shall also be reduced to 17 feet and the landscaped area shall be widened to 26 feet. Wheel stops shall not be permitted in the parking lot. Spaces longer than 19 feet shall be located adjacent to Timbercrest Road.
 - d. Add a wainscot to the west elevation of the M&C Center, which faces the parking lot and Timbercrest Road, and the umber colored portion of the south elevation visible from I-505.
 - e. Add dimension to the north-facing Learning Center building façade by off-setting a portion of the building.
 - f. Design the column spacing for the sound wall to be approximately 80 feet apart. Columns to be faced with a different masonry material than the main wall.
 - g. Submit samples of the masonry wall block and column veneer for approval by the Community Development Department.
 - h. Note on the elevations that all solid (roll up and person) doors shall be painted to match the adjacent surface color.
 - i. Note on the plans that all rooftop venting shall be painted to match the roof color
9. Construction activities may only occur from 7:00 am to 7:00 pm Monday through Friday (holidays excluded) in compliance with the City's Noise Ordinance. Job site signage with 24-hour contact information for noise complaints shall be provided.
10. Landscaping plans shall be modified as necessary to utilize native and drought tolerant plant species (especially valley oaks) and drip irrigation (General Plan policies IV.B.12 and VI.C.7), subject to City review and approval.
11. Construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project (General Plan Policy VI.E.6):

- a. Grading shall not occur when average wind speeds exceed 20 MPH over a one hour period.
 - b. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
 - c. Construction equipment and engines shall be properly maintained.
 - d. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.
 - e. Construction practices will minimize vehicle idling.
 - f. Potentially windblown materials will be watered or covered.
 - g. Construction areas and streets will be wet swept.
12. Street trees shall be planted along East Grant Avenue and both sides of Timbercrest, in accordance with the City's Street Tree Plan and Standards (General Plan Policy VIII.D.2). All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen (15) gallons in size with a mature tree canopy of at least a thirty (30)-foot diameter within five (5) years. The intent is that majestic street tree species that create large canopies at maturity will be required in all streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks.
13. A permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director (General Plan Policy VIII.D.4).
14. All lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity (General Plan Policy VIII.D.7).
15. Applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction and mitigation monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The Applicant shall, on a monthly basis, reimburse the City for all such costs.
16. Applicant has agreed to provide emergency responder training such that local emergency responder could more effectively respond to natural gas emergencies, including at the project site.
17. Prior to occupancy, applicant shall complete an evacuation plan that has been reviewed and commented on by local emergency responders.
18. The future building pad area shall be maintained with native grasses and other necessary best practices to preclude run-off and soil erosion and ensure dust control, until such time as future development occurs.
19. Applicant shall coordinate with the Yolo Solano Air Quality Management District (YSAQMD) regarding any necessary permitting to control on-site emissions associated with proposed operations.
20. Prior to issuance of grading permit, provide evidence of payment for loss of Swainson's hawk foraging land (Mitigation Measure 4.4-1b).

21. Roof mounted equipment must be shielded on all sides behind the proposed roof parapet and shall not be visible from the ground level. All ground-level equipment shall be fully screened by enclosures and/or landscaping (excluding the compressed air receiver tanks as shown on the plans).
22. Required on-site planting areas must be permanently maintained. "Maintained" includes watering, weeding, pruning, insect control, and replacement of plant materials and irrigation equipment as needed to preserve the health and appearance of plant materials for a period at least five years from installation.
23. Landscaping of parking lots shall provide for 50 percent tree canopy coverage or shading of the entire lot within 15 years of tree installation.
24. Applicant shall coordinate with the City to advertise and promote hiring opportunities for local businesses and residents to fill jobs and provide services at the Training Center.
25. Within six (6) months of the approval of the project, PG&E and City shall enter into a Memorandum of Understanding (MOU) outlining procedures for notification regarding outside operations which are conducted on a Sunday or holiday. The MOU will be brought forward to the Council for final authorization to execute.
26. After three years of operation and within the subsequent six-month period, the Applicant shall submit to the City a noise monitoring report that provides monitoring of noise at the site during all of the various noise-generating activities to document compliance with the City's noise requirements and regulations. This report shall be prepared by a qualified professional and the scope of work shall be subject to City approval prior to commencement. The Applicant shall take any necessary steps to ensure compliance. The report shall also document and provide descriptive information regarding instances in which the following has occurred during the three-year period so that the City can correlate this information to any complaints that may have been received: exterior activities after 7:00pm, on Sundays, or on federal holidays. The results of the report shall be provided to the Planning Commission.
27. Deleted.
28. Applicant shall endeavor to work collaboratively with the local high school and Solano College to promote vocational curriculum.
29. The applicant shall submit for approval of the Community Development the location and height of the flagpole.
30. The new road shall be identified in all final plans and submittals as One PG&E Way. The north/south trail segment adjoining the drainage channel shall be identified as McClish Trail.
31. Applicant desires to relocate the City's SCADA antennae from the sewer lift station. Applicant shall coordinate the relocation with the City's Public Works Department and shall bear all costs. The City shall approve the new antennae location, equipment, and appurtenances. Applicant shall maintain continuous communication on the SCADA system

and get approval from the City on any disruption for transfer to the new antennae. No other modifications to the lift station are approved without further action by the City.

32. Deleted.

FIRE SUPPRESSION

33. FIRE HYDRANTS:

- a. Applicant shall install one or more fire hydrants pursuant to City of Winters Public Works Department Improvement Standards. The number and location of the fire hydrants shall be determined by the Fire Chief. The installation of the fire hydrants shall comply with the specifications of the City of Winters Engineering Design and Construction Standards. Prior to hydrant approval, the water system shall be flushed to remove foreign matter in the system. All unfinished installation water mains or their appendages or openings shall be covered in such a manner that foreign matter does not enter the water system.
- b. All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any combustibles being placed on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Fire Chief. The following minimum water flows, with 20-PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.
- c.

<u>Development Category</u>	<u>Gallons Per Min (gpm)</u>
Single-Family Residential	1,500
Multi-Family Residential	1,500
Central Business District	2,000
Industrial and Other Business Districts	3,000
- d. Other habitable buildings can require up to 3,500 gpm maximum, and will be reviewed on a case-by-case basis by the Fire Chief.
- e. In other areas where there are existing water system deficiencies, new development will be required to install all on-site water system improvements necessary to achieve the above fire-flow rate, however, the Fire Chief may waive full compliance with these standards until existing water system deficiencies are corrected.

34. The Fire Chief shall be supplied with three sets of plans for any installation of any fire hydrant system in the City of Winters. Plans are to reflect all aspects of the installation, including but not limited to the size of the City of Winters water main and the type and elevation of the fire hydrant.

35. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the Fire Chief for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the Fire Chief.

36. Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the Winters Fire Department for replacement purposes.
37. All construction shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
38. Any new roads capable of supporting a 75,000 pound fire apparatus must be installed and paved prior to any building construction taking place on those roads. Temporary roads may be allowed, but must be approved by the Winters Fire Chief and the City Engineer.
39. Forty-eight hour advance notice shall be given to the Winters Fire Department prior to requests for site inspections during the construction period.
40. Applicant shall contact the Fire Chief prior to beginning construction for a pre-construction meeting.
41. All required fire accesses that are to be locked should be locked with a system that is approved by the Fire Chief.
42. All food cooking operations that produce grease-laden vapors shall be protected with a UL300 fire suppression system.
43. Emergency fire apparatus shall be provided to within 150 feet of all sides of all buildings.
44. Vegetation within three feet of a fire hydrant shall be maintained at a maximum height of six inches.
45. Turning radiuses within the development shall be of a standard in effect at the time of improvement plans submittal, jointly agreed to by the City Engineer and Fire Chief.
46. All structures shall have fire suppression systems meeting or exceeding NFPA 13 and local Fire Department standards. All structures shall have fire alarm systems meeting or exceeding the National Fire Alarm Code and local Fire Department standards.
47. Applicant shall submit three sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
48. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.
49. Applicant may be required to install individual fire department connections for each building; the Fire Chief shall make this determination. Each fire department connection shall be installed with a knox-box approved by the Fire Chief and locking hardware for all control valves.
50. All address numbering shall be clearly visible from East Grant Avenue. All buildings shall be identified by either four (4) inch high illuminated numbers or six (6) inch non-illuminated numbers on contrasting colors. Each building will have its own distinct numbering. Address

numbering including that for individual apartment units shall be completed by a committee comprised of the Community Development Department, the Winters Fire Department, the Police Department, and the U.S. Postal Service.

51. Vehicle access gates shall provide a minimum 20-foot wide opening. All gates shall have a Knox box or other means to allow for emergency vehicle access.

POLICE

52. Security lighting with motion sensors or acceptable alternative shall be provided at entry points into the main buildings.
53. A plan for on-site motion activated surveillance cameras shall be submitted for approval by the police department and implemented by the applicant.
54. Parking lot shall have security gates to prevent use during non-operating hours and adequate lighting to discourage illegal activity.

ENGINEERING AND PUBLIC WORKS

General

55. Improvement plans shall be prepared for all improvements within the public right-of-way, for approval by the City Engineer. Improvements that will be owned and maintained by the City (streets, utilities, drainage channel, etc.) shall be on a separate set of civil plans from the on-site (private) improvements.
56. All work within the public right-of-way or easement shall comply with the City of Winters Public Works Improvement Standards and Construction Specifications, subject to the approval of the City Engineer
57. Proposed improvements, including but not limited to, grading, streets, utilities, and landscape have not been reviewed in detail and are not approved at this time. The City Engineer shall review the improvement plans for conformance with applicable codes, standards, and these Conditions of Approval. The Applicant shall revise and resubmit the improvement plans based upon comments provided by the City Engineer.
58. An encroachment permit from Caltrans is required for all work performed in the State right-of-way along East Grant Avenue (Hwy. 128) and I-505.
59. All perimeter parcels and open space shall be protected against surface runoff from project, in a manner acceptable to the City Engineer.
60. Landscaping and irrigation plans shall be prepared by a licensed landscape architect, and included as part of the improvement plans and/or site plans. These plans shall be subject to review and approval by the City. The improvement plans shall include landscaping and automatic irrigation for the project frontage along East Grant Avenue, along the sound wall, the project frontage along I-505, along the west and east sides of Timbercrest, and in the triangle landscaped area south of the Timbercrest cul-de-sac. The landscape architect shall

review and revise the landscaping plans, subject to City review and approval, to ensure full compliance with the State Landscape Model Water efficiency Ordinance, the Governor's executive orders, and recent emergency regulations related to water conservation.

61. Decorative LED lights shall be installed along the frontage of East Grant Avenue between the Class 1 path and the street, with the approval of the City and Caltrans. The City is currently working with Caltrans on approval of the standard base, pole and luminaire.
62. Applicant shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works and Community Development Departments.
63. Grading shall be done in accordance with a grading plan prepared by the Applicant's civil engineer and approved by the City Engineer. The amount of earth moved shall not exceed that specified in the approved grading plan. All grading work shall be performed in one continuous operation. The grading plans shall be included in the improvement plans. If a separate Grading Permit is desired, the plans shall be submitted for review and approval to the Building Official with a permit application.
64. At the time of making the survey for the development, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the project shall be set or referenced prior to final acceptance of project.
65. A soils and geotechnical report has been submitted. The improvement plans shall be approved and signed by the geotechnical engineer prior to approval by the City.
66. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of improvement plans. Applicant shall provide design and construction for conduit and boxes suitable for broadband internet service within the joint trench. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued.
67. All existing and proposed utilities (Electric, phone/data, and cable) within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers. If relocation of existing facilities is deemed necessary, the Applicant shall perform the relocation, at the Applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
68. A SWPPP shall be included with the improvement plans, to be approved by the City Engineer. The project shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Post construction Best Management Practices (BMPs) shall be identified on improvement plans.
69. Applicant/owner of the property shall annex into the City-Wide Maintenance Assessment District in order to maintain and provide for the future needs of parks, open spaces, street lighting, landscaping and other related aspects and impacts from new development. Applicant shall fulfill this condition prior to or concurrent with issuance of occupancy permit

70. Occupancy of the Training Center shall not occur until necessary off-site improvements (water, sewer, streets, signal, etc.) as determined by the City have been accepted by the City, the City has approved as-built drawings, and a Certificate of Occupancy has been issued by the Building Official.
71. Applicant shall obtain all required City permits (building, encroachment (City and State) for work within the public right-of-way, etc.) and pay all applicable fees (building, impact, encroachment, etc.).
72. Applicant shall enter into a Public Improvement and Maintenance Agreement with the City.
73. Applicant shall be responsible to comply with all permitting requirements from federal, state, or other local agencies.
74. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.
75. Conform to County Health regulations and requirements for the abandonment of septic tanks and water wells. Existing wells on the project shall be evaluated for use for operational dust control and/or abandoned as necessary.
76. Existing public and private facilities damaged during the course of construction shall be repaired by the Applicant at his/her sole expense, to the satisfaction of the City Engineer.
77. Applicant shall pay fair share costs for the benefiting use of the existing sewer collection system, pump station, and water system existing on the Jordan and McClish properties that were advance funded and constructed by City.
78. Applicant shall pay fair share costs for the benefiting use of the existing traffic signal and road improvements at Grant and Matsumoto that were advance funded and constructed by City.
79. Applicant shall provide \$200,000 to the City and/or local volunteer groups for native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the channel corridor and Putah Creek open space buffer proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor. This condition satisfies the portion of Mitigation Measure 4.1-2 that requires "additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan."
80. Applicant shall submit a detailed landscaping, irrigation, lighting, and fencing, plan to City for review and approval prior to approval of the improvement plans. Details for the landscaped berms along the project East Grant Avenue frontage and other on-site landscaping shall be subject to review and approval by the City. The Applicant shall install a split-face, capped sound wall along the west, south, and east boundaries of the project consistent with the approved design. The sound wall shall be finished with an anti-graffiti coating.

Traffic

81. Applicant shall incorporate the required traffic mitigation measures into the improvement plans for approval, which are: contribute traffic impact fees, install a traffic signal at Grant and Timbercrest, and modify the existing signal at Matsumoto Lane.
82. Applicant proposes to construct and dedicate (subject to reimbursement from benefitting property owners) to the City for operation and maintenance a signalized extension of Timbercrest Road (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the City.
83. Applicant will construct an 8-foot wide concrete Class I ped/bike path along the south side of East Grant Avenue from the west side of the East Grant Avenue/Matsumoto Lane intersection to the east side of the McClish property.
84. As an interim improvement, the Applicant will install a minimum 6-foot wide asphalt path across the frontage of the McClish property. The City shall be responsible for acquiring additional right-of-way or easements for the ultimate Class I path from adjacent property owners.
85. Applicant will construct an 8-foot wide concrete Class I ped/bike path along the south side of East Grant Avenue from the west side of the McClish property to the East Grant Avenue/East Main Street intersection (Rabada property frontage) subject to 50 percent reimbursement from Rabada property at the time of future development. The City will require the future property owner to enter into the reimbursement agreement as a condition of that future development. The City will collect the funds and remit to PG&E coincident with the development of the Rabada property. The City will only remit these funds upon receipt from the benefitting property, and in no way will advance or remit from the City's own funds.
86. Timbercrest shall be extended to the south of East Grant Avenue, within the existing 66' right-of-way, with 50' curb to curb width, with 5' separated sidewalk along the east side of Timbercrest up to the entrance for the channel maintenance road on the proposed cul-de-sac. Applicant shall design and install landscaping (shrubs and trees comparable to the east side of Timbercrest labeled "screen buffer planter" on the June 1, 2015 site plan) and irrigation on all sides of Timbercrest between the channel and the back of curb on the west side, and between the sidewalk and the back of curb on the east side, and in triangle area south of the Timbercrest cul-de-sac.
87. Improvements to the East Grant Avenue frontage of the project shall be dimensionally consistent with the cross-section approved in the Complete Streets Concept Plan (Figure 5-2). Additional through lanes, curb and gutter, and raised medians are not a part of this project.
88. Prior to occupancy, the Applicant shall install a traffic signal at Timbercrest and East Grant Avenue, including road widening, turn lanes, curb-returns with ramps on south corners, and modifications to north leg within the existing right-of-way per City and Caltrans requirements.
89. All driveways extending from the property onto the Public right-of-way shall be constructed in accordance with the City's Public Works Improvement Standards and Construction Specifications.

90. Applicant shall construct a transit bus stop off of E Grant Avenue, prior to building occupancy.
91. Applicant shall construct an emergency vehicle access road and gate on the south leg of the existing signalized intersection of East Grant Avenue and Matsumoto Lane, and install traffic signal poles, mast arms, and signal indications for northbound traffic.
92. A signage and striping plan for the public roadways is required and shall be approved by the City Engineer. All striping shall be thermoplastic.

Water

93. A Water System Use analysis was submitted. Improvement plans shall be prepared and include final sizing and location of conveyance facilities, structures, and engineering calculations. The Applicant shall pay the cost associated with all improvements required by the plan. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
94. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the Applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City.
95. Applicant shall make all required water connections to the City's existing water system.
96. A hydrant use permit shall be obtained from the Public Works Department for water used in the course of construction.
97. The number and location of the water meters shall be approved by the Public Works Department. The water meters shall comply with the specifications of the City of Winter's Engineering Design and Construction Standards. The Applicant shall also install backflow devices on all domestic and fire service lines in compliance with the specifications of the City of Winters' Engineering Design and Construction Standards. The Applicant shall obtain approval from the Public Works Department on the type, number, and location of the devices.
98. Applicant shall extend an irrigation mainline with backflow preventer along the western edge of the drainage channel right-of-way, for City-use in extending irrigation to planted areas along the west and south of the drainage channel.

Drainage

99. Applicant shall incorporate improvements described in the hydrology report, into the improvement plans for approval.
100. Applicant is responsible for any regulatory permits and fees associated with tying into the existing I-505 drainage channel and outfall.
101. Applicant proposes to construct and dedicate to the City for operation and maintenance a storm drainage channel and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system.
102. A portion of the project site is within a FEMA-designated special flood hazard area. The proposed drainage channel will convey 100-year flood flows around the project site. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to process a CLOMR and LOMR to remove the project site from the special hazard area.
103. Prior to issuance of a building permit, the Applicant must have an approved LOMR. An approved CLOMR is required prior to any clearing, grading, and filling, installation of streets and/or walkways, underground utilities, foundations or the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure.

North/South Segment of Storm Drainage Channel

104. Applicant shall design and install the cross section to comply with Exhibit 1 (Section F-F) and Exhibit 2 (Section G-G). This condition satisfies the portion of Mitigation Measure 4.1-2 that requires the Applicant to redesign the north/south segment of the channel.
105. Applicant shall install native grass seed on all exposed surfaces of channel and adjacent landscape areas, as proposed with any initial irrigation necessary to ensure success; after initial 90-day landscape maintenance period City will accept and operate/maintain.
106. Applicant shall install additional landscaping in 2-foot shoulder area adjacent to Applicant's property line along sound wall pursuant to MM 4.1-2. After 90-day landscape maintenance period, if landscaped area is acceptable to the City, the City shall accept and operate/maintain.
107. Applicant shall extend a 10-foot wide asphalt path from the East Grant Avenue Class I ped/bike path to the asphalt path along the east/west storm drainage channel segment.
108. Applicant shall install an irrigation service with meter and backflow device at the existing City water main near the proposed Timbercrest cul-de-sac. Applicant shall extend an irrigation service line, along the west side of the drainage channel right-of-way from the existing City main to the south and north ends of the channel right-of-way.

109. All maintenance roads and/or asphalt paths shall be designed for a 75,000 lbs. vehicle load.

East/West Segment of Drainage Channel

110. Applicant shall design and install the cross section to comply with Exhibit 3 (Section H-H). This condition satisfies the portion of Mitigation Measure 4.1-2 that requires the Applicant to redesign the east/west segment of the channel.
111. Applicant shall install native grass seed on all exposed surfaces of channel and adjacent landscape areas, as proposed with any initial irrigation necessary to ensure success; after initial 90-day landscape maintenance period City will accept and operate/maintain. Seed mix shall be approved by the City.
112. Applicant shall install additional landscaping in shoulder area adjacent to Applicant's property line along sound wall pursuant to MM 4.1-2. After 90-day landscape maintenance period, if landscaped area is acceptable to the City, the City shall accept and operate/maintain.
113. Applicant shall extend the 10-foot asphalt path from the east end of Applicant's property to McClish remainder property line, and connect to the north/south asphalt path.
114. All maintenance roads and/or asphalt paths shall be designed for a 75,000 lbs. vehicle load.

Sanitary Sewer

115. A-Sewer Collection System Demand analysis was submitted. Improvement plans shall prepared and include final sizing and location of conveyance facilities, structures, and engineering calculations. The Applicant shall pay the cost associated with all improvements required by the plan. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
116. The number and location of the sewer cleanouts shall be approved by the Public Works Department. All cleanouts for connection to the City lateral(s) shall be two-way cleanouts. The sewer cleanouts shall comply with the specifications of the City of Winter's Engineering Design and Construction Standards.
117. Applicant shall design and construct an eight-inch gravity sewer main and manholes in Timbercrest Road, per City standards.
118. The existing gravity sewer, force main sewer, and sewer lift station shall not be relocated or abandoned by the Applicant.

Mapping

119. Applicant, on behalf of the owner of the existing McClish property, shall submit a Parcel Map in accordance with the Subdivision Ordinance, Chapter 16.02. The parcel Map shall be in substantial conformance with the Applicant's Exhibit titled Parcel Map, dated June 3, 2015.

120. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the Parcel Map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
121. Applicant shall be responsible for acquisition of all rights of way and/or easements from adjacent property owners, which are required for the construction and maintenance of off-site improvements
122. Applicant shall facilitate, with City cooperation, vacation/abandonment of all City rights-of-way easements and dedications currently held but no longer necessary as determined by the Public Works Department. The vacations/abandonments shall be in substantial conformance with the Applicant's Exhibit titled Separate Mapping Instruments, dated June 3, 2015).
123. Applicant shall facilitate, with City cooperation, dedication of all public easements necessary for City-maintained facilities located outside of City-owned property or the public right-of-way, as determined by the Public Works Department. Dedications shall be in substantial conformance with the Applicant's Exhibit titled PG&E Mapping Items, dated October 29, 2014.
124. As a result of the proposed reconfiguration of parcels, two remainder lots totaling approximately 16.2 acres would be retained by the current owner (McClish with no proposed development or land use approvals at this time.
125. A 10-foot public utility easement along the frontage of East Grant Avenue shall be provided. This falls within the 12-foot sidewalk easement.

Construction

126. Applicant shall contact the City Engineer prior to beginning construction for a pre-construction meeting.
127. A construction notice shall be prepared by the Applicant, at least 2 weeks in advance of construction activities commencing. The notice shall list the proposed activities for the month-ahead, and schedule for the activities, and provide a contact name with address, phone number and email address. The notice shall be submitted to the City for public distribution. A new notice shall be prepared and submitted each month.
128. Deleted.
129. Applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review prior to initiation of site disturbance.

130. Approximately 28,000 cubic yards of soil material will be required for on-site grading. The Applicant proposes to acquire this soil from the onsite acreage proposed for dedication to the City for the drainage channel and open space buffer area (approximately 18,000 cubic yards), as well as the proposed GOTTC's detention basin described below (approximately 10,000 cubic yards). Thus, no soil would be either imported to or exported from the project site. A Grading Permit will be required from the City Building Official.
131. Applicant is required to secure and maintain compliance with the provisions of the General Construction Activity Storm Water Permit adopted by SWRCB in 2009 and amended in 2012 (2009-009-DWQ).

EIR MITIGATION MEASURES

132. Applicant shall implement the EIR mitigation measures pursuant to the Mitigation Monitoring and Reporting Program (see Exhibit 4).
133. **Mitigation Measure 4.1-2:** In coordination with the City, and subject to the approval of the City Engineer and City Planner, the applicant shall redesign the proposed 100-foot channel design to free up adequate space for additional landscaping and irrigation of the sound wall and along the east/west portion of the drainage channel along the Putah Creek corridor. The width of the maintenance roads and channel shall be modified to free up a minimum of two-feet against the proposed sound wall for landscaping and irrigation, and maximize additional area on the south side of the channel for native landscaping, the trail connection, and recreational amenities consistent with the Putah Creek Nature Park Master Plan. One intent of the redesign is to result in a design that would not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned.

The applicant shall design and install the revised channel cross-section and provide a revised landscaping plan that includes additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan. The revised design must include the segment of the Upper Putah Creek trail extending from I-505 west between the channel and Putah Creek (approximately 600 linear feet) and connect north along the channel to intersect with East Grant Avenue. The project applicant shall fund the installation of the described expanded native landscaping, including vines and other landscaping to soften and hide the sound wall. Vegetation near the sound wall shall be selected based on its ability to screen the proposed wall associated with the GOTTC. Vegetation in the area between the drainage channel and existing Putah Creek riparian corridor shall be selected based on ability to provide an appropriate transition from the drainage facility to the existing Putah Creek habitat. Landscaping shall include native vegetation within the redesigned channel and open space area south of the drainage channel. The City of Winters shall review/approve the proposed landscaping prior to implementation.

134. **Mitigation Measure 4.4-1a:** If construction is proposed during breeding season (March-August), the project proponent shall conduct a pre-construction raptor nest survey no less than 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFW and the City of Winters Planning Department.

If no active nests are found during the pre-construction survey, no further mitigation for nesting raptor impacts is required. If active nests are found, a quarter-mile (1,320 feet) initial temporary nest disturbance buffer shall be established by the project proponent. If project-related activities within the temporary nest disturbance buffer are determined to be necessary during the nesting season (approximately March 1 and September 1), then an on-site biologist/monitor experienced with raptor behavior shall be retained by the project proponent to monitor the nest, and shall along with the project proponent, consult with the CDFW to determine the best course of action necessary to avoid nest abandonment or take of individuals.

The buffer distance may be adjusted in consultation with CDFW depending on the behavior of the raptors and construction activity. The designated on-site biologist/monitor shall be on-site daily while construction related activities are taking place and shall have the authority to stop work if raptors are exhibiting agitated behavior. In consultation with CDFW and depending on the behavior of the raptors, over time it may be determined that the on-site biologist/monitor may no longer be necessary due to the raptors' acclimation to construction-related activities.

135. **Mitigation Measure 4.4-1b:** The project applicant shall permanently protect 38 acres of Swainson's hawk foraging habitat by either (1) purchasing a DFW-approved conservation easement of like acreage or (2) paying the requisite mitigation fee to the Yolo Habitat JPA pursuant to the Swainson's Hawk Interim Mitigation Fee Program or purchasing mitigation credits from an approved mitigation credit holder. Purchase of a conservation easement of like acreage or payment of the mitigation fee shall be made to the Yolo Habitat JPA and shall be confirmed by the City prior to the issuance of the first grading permit. This mitigation shall be implemented consistent with any local habitat mitigation program in effect at the time.
136. **Mitigation Measure 4.4-2a:** The project applicant shall implement the following measures to avoid or minimize loss of migratory bird nests:
- a. For construction activities occurring between February 15 and August 31, the project applicant shall retain a qualified biologist to conduct preconstruction surveys for nesting migratory birds (including raptors) and to identify active nests on and within 0.25 mile of the project site. The surveys shall be conducted no more than 14 days before the beginning of ground disturbing activities.
 - b. If active nests are found, the qualified biologist shall determine an adequate buffer for the species and nest by referring to PG&E's the Avian Conservation Strategy (ICF International and H. T. Harvey and Associates, 2013). No project activity shall commence within the buffer area until the qualified biologist confirms that any young have fledged and the nest is no longer active. If this is not feasible, consultation with CDFW or USFWS (depending on species) shall be required. Monitoring of the nest by a qualified biologist shall be required if the activity has potential to adversely affect the nest.

137. **Mitigation Measure 4.4-2b:** The project applicant shall implement the following measures to avoid or minimize impacts to burrowing owl nest sites and foraging habitat.
- a. The project applicant shall retain a qualified biologist to conduct preconstruction surveys on and within 500 feet of the project site no more than 30 days prior to ground-disturbing activities. If no occupied burrows are found in the survey area, a letter report documenting survey methods and findings shall be submitted to CDFW and no further mitigation shall be required.
 - b. If an active burrow is found during the nonbreeding season, (September 1 through January 31), the project applicant shall consult with CDFW regarding protection buffers to be established around the occupied burrow and maintained throughout construction activities.
 - c. If an active burrow is found during the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 1,500-foot protective buffer unless a qualified biologist verifies through noninvasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. The 1,500-foot buffer may be reduced if a broad-scale, long-term, monitoring program acceptable to CDFW is implemented to ensure burrowing owls are not detrimentally affected. Once the fledglings are capable of independent survival, the owls can be evicted and the burrow can be destroyed per the terms of a CDFW-approved burrowing owl exclusion plan developed by the project proponent.
 - d. If active burrowing owl nests are found on the project site and are destroyed by project implementation, the project applicant shall mitigate the loss of occupied habitat in accordance with guidance provided in the City's Habitat Mitigation Program and the CDFW 2012 Staff Report, which states that permanent impacts to nesting, occupied and satellite burrows, and burrowing owl habitat shall be mitigated such that habitat acreage, number of burrows, and burrowing owls impacted are replaced through permanent conservation of comparable or better habitat with similar vegetation communities and burrowing mammals (e.g., ground squirrels) present to provide for nesting, foraging, wintering, and dispersal. The project applicant shall retain a qualified biologist to develop a burrowing owl mitigation and management plan that incorporates the following goals and standards:
 - i. Mitigation lands shall be selected based on comparison of the habitat lost to the compensatory habitat, including type and structure of habitat, disturbance levels, potential for conflicts with humans, pets, and other wildlife, density of burrowing owls, and relative importance of the habitat to the species range wide.
 - ii. If feasible, mitigation lands shall be provided adjacent or proximate to the project site so that displaced owls can relocate with lowered risk of take. Feasibility of providing mitigation adjacent or proximate to the project site depends on availability of sufficient suitable habitat to support displaced owls that may be preserved in perpetuity.
 - iii. If suitable habitat is not available for conservation adjacent or proximate to the Project site, mitigation lands shall be focused on consolidating and enlarging conservation areas outside of urban and planned growth areas and within foraging distance of other conservation lands. Mitigation may be accomplished through purchase of mitigation credits at a CDFW-approved mitigation bank, if available. If mitigation credits are not available from an approved bank and mitigation lands are not available adjacent to other conservation lands, alternative mitigation sites and acreage shall be determined in consultation with CDFW.

- iv. If mitigation is not available through an approved mitigation bank and shall be completed through permittee-responsible conservation lands, the mitigation plan shall include mitigation objectives, site selection factors, site management roles and responsibilities, vegetation management goals, financial assurances and funding mechanisms, performance standards and success criteria, monitoring and reporting protocols, and adaptive management measures. Success shall be based on the number of adult burrowing owls and pairs using the site and if the numbers are maintained over time. Measures of success shall include site tenacity, number of adult owls present and reproducing, colonization by burrowing owls from elsewhere, changes in distribution, and trends in stressors.

138. Mitigation Measure 4.4-4: The project applicant shall implement the following measures to avoid, minimize, and mitigate impacts on valley elderberry longhorn beetle:

- a. Prior to construction, a minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than one-inch diameter at ground level shall be maintained to avoid direct impacts. The buffer area shall be fenced with high visibility construction fencing prior to commencement of ground-disturbing activities and shall be maintained for the duration of construction activities. No seating or impermeable features shall be placed within the 20-foot buffer. Planting of native riparian vegetation may occur within the 20-foot buffer as long as it does not impact the elderberry shrubs.
- b. Prior to construction, erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.
- c. Prior to construction, instruct work crews about the status of the beetle and the need to protect the elderberry plant.
- d. Project activities, such as truck traffic or other use of machinery, shall not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected.
- e. Areas that are disturbed temporarily shall be restored to pre-disturbance conditions. Erosion control measures shall be implemented to restore areas disturbed within 100 feet of elderberry shrubs.
- f. Herbaceous vegetation trimming may occur from July through April to reduce fire hazard. No mowing shall occur within five feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (i.e., stripping away bark through careless use of mowing/trimming equipment).
- g. Upon final design of the extension of Upper Putah Creek Trail, a qualified biologist shall review final design plans and construction methods. Should the final design of recreational improvements (i.e. trails) be proposed within the 20-foot buffer, the City shall contact USFWS to determine appropriate conservation measures such that no net loss of elderberry shrubs would occur.

139. Mitigation Measure 4.5-1:

- 1. In the event that any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, are discovered during construction or on-site training activities within the equipment training area, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained by the

project applicant to assess the significance of the find. If the find is determined to be significant by the qualified archaeologist (i.e., because it is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall develop appropriate procedures to protect the integrity of the resource and ensure that no additional resources are affected. Procedures could include but would not necessarily be limited to preservation in place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.

2. If the archaeologist determines that some or all of the affected property qualifies as a Native American Cultural Place, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code Section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code Section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist shall recommend to the applicant potentially feasible procedures that would preserve the integrity of the site or minimize impacts on it.
3. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor shall immediately halt potentially damaging excavation in the area of the burial and notify the County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). Following the coroner's findings, the archaeologist, and the NAHC-designated Most Likely Descendent shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.

140. Mitigation Measure 4.5-2:

1. The project applicant shall retain a qualified paleontologist to conduct an on-site training that will alert all construction personnel and operational staff involved in equipment training about the possibility of encountering fossils. The appearance and types of fossils likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.
2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.

- In the event of discovery, salvage of unearthed fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits.
- Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting.
- Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens.
- Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database.
- Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection.

141. **Mitigation Measure 4.6-7:** In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.
142. **Mitigation Measure 4.9-4a:** High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.
143. **Mitigation Measure 4.9-4b:** Jack hammer training activities shall be conducted only within the T&D area as proposed.
144. **Mitigation Measure 4.9-4c:** Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.

145. **Mitigation Measure 4.9-5:** All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.
146. **Mitigation Measure 4.11-2:** Prior to operation of the proposed project, the applicant shall contribute traffic impacts fees consistent with the City's Traffic Impact Fee Program for the installation of a traffic signal at the East Grant Avenue (SR 128)/I-505 Southbound Ramps. The installation of a traffic signal at this intersection is included in the City's Impact Fee Program as well as the adopted Complete Streets Concept Plan for SR 128/Grant Avenue/Russell Boulevard (December 2010) that was prepared for Caltrans and the City of Winters, and adopted by the Winters City Council in February 2011. Further, sufficient right of way is available for the improvement. The installation of a traffic signal at this location will be triggered by a combination of new development activity in the I-505/Grant Avenue planning area and/or the addition of through trips generated by other cumulative development. The signal shall be triggered by 50 percent of approved developments plus a total of 630 p.m. peak hour trips generated by development within the I-505/Grant Avenue planning area. When these future volume triggers are met, a formal traffic signal warrant analysis shall be prepared to evaluate all the designated criteria and determine if sufficient warrants are met, or if additional growth can occur.

When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.

147. **Mitigation Measure 4.11-3:** The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.
148. **Mitigation Measure 4.11-7:** Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach). The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement
149. **Mitigation Measure 4.11-8:** Develop and implement a Construction Traffic Management Plan. The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards:
- guidance on the number and size of trucks per day entering and leaving the project site;
 - identification of arrival/departure times that would minimize traffic impacts;
 - approved truck circulation patterns;
 - locations of employee parking and methods to encourage carpooling and use of alternative transportation;
 - methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions);
 - criteria for use of flaggers and other traffic controls;
 - preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas;

- monitoring for roadbed damage and timing for completing repairs; and
- preservation of emergency vehicle access.

EXHIBITS

- 1) Cross Section F-F, North/South Diversion Channel (Adjacent to Timbercrest Road, Looking North)
- 2) Cross Section G-G, North/South Diversion Channel (South of Timbercrest Road, Looking North)
- 3) Cross Section H-H, East/West Diversion Channel (Looking West)
- 4) Final Adopted Mitigation, Monitoring, and Reporting Program (MMRP)



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Council Members
DATE July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Public Hearing and Consideration of HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Project Funding Assistance for Multifamily Project in Support of Affordable Housing, Resolution 2015-32

RECOMMENDATION:

Staff recommends that the City Council take the following actions: (1) receive the staff report, (2) conduct the public hearing, and (3) adopt Resolution No. 2015-32 approving a HOME Investment Partnerships Program (HOME) Grant Application for Rental New Construction Program Funding Assistance for Multifamily Project in the amount of up to \$4,500,000 for the Fiscal Year 2015-2016.

BACKGROUND:

Staff is working with the project developer (Domus Development) to prepare a HOME Grant application for funding assistance in support of a proposed multi-family senior rental project. The total estimated cost of the project is \$16,444,466.

At the April 1, 2014 City Council meeting, the Council selected Domus Development LLC from the three proposals submitted in response to a previously issued Request for Proposals/Qualifications (RFP/RFQ). Council also authorized the City Manager to Execute an Exclusive Negotiation Agreement (ENA) with Domus Development, LLC, a California Limited Liability Corporation for the development of the Blue Mountain Terrace Senior Affordable Housing Project. Staff is recommending a commitment of funding to the project as a provision of the ENA, with the City commitment of financial assistance to the development consisting of a grant from the 2007 tax exempt bond proceeds, not to exceed \$1,200,000.

Staff anticipates bringing additional project funding commitments to the City Council in the future. Other potential funding sources identified include Infill Infrastructure Grant (IIG)



funding, CDBG Grant funding for the Senior Center and Senior Services, CDBG program income (approximately \$470,000), Project Based Housing Vouchers, and the already committed 2007 Housing Bond proceeds (approximately \$1,200,000). Additional detail on the potential funding for the project is included in the attachment titled "Blue Mountain Terrace Housing Financial Narrative".

DISCUSSION:

Under the current Notice of Funding Availability (NOFA) for HOME program, the maximum grant is \$4,500,000 for this project as structured. Staff proposes that the City apply for the recommended maximum grant amount for the 2015 funding cycle. The grant application includes additional funding for Activity Delivery and General Administration, as allowed by HOME guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approves the grant application, the City of Winters and the project developer would have thirty six (36) months from the date of the HOME committee meeting (approval) to the final expenditure deadline (project completion). The local funding commitment of the \$1,200,000 grant funded through the City's 2007 housing bond proceeds provides the project with local dollar leverage, which enhances the application's scoring.

ALTERNATIVES:

The City Council has the option of not submitting a HOME application; however, staff would not recommend this alternative as funding for affordable housing is difficult to obtain. If the City is successful in its' HOME grant application, it would provide the developer with significant funding needed to complete the project.

FISCAL IMPACT:

The City would incur an expense of \$1,200,000 for this project with the funding commitment from the City's housing bond proceeds (2007 bond issuance) should the project secure the other funding needed to complete the project.

ATTACHMENTS:

- Resolution 2015-32
- Blue Mountain Terrace Senior Housing Financial Narrative
- Winters Senior Housing Development Budget
- Winters Senior Housing Sources and Uses

RESOLUTION NO. 2015-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM

WHEREAS, the California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on May 18, 2015 the department issued a 2015 Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, HOME funded activities must comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321), NEPA related laws and authorities, and the implementing regulations (24 CFR Part 58) and with the California Environmental Quality Act (CEQA) and the CEQA Guidelines, such laws and regulations will be complied with at the time of such commitment or expenditure of funds in the event the funds are awarded, and the City will not take any choice-limiting actions until the completion of the NEPA and CEQA environmental review and documentation for the project; and

WHEREAS, in response to the 2015 NOFA, the City of Winters, a municipal corporation (the "Applicant"), wishes to apply to the Department for, and receive an allocation of HOME funds; and

WHEREAS, the City will agree to provide financial assistance for gap funding for the Domus Senior Housing Project in the form of a grant from bond proceeds in a total not to exceed \$1,200,000

NOW, THEREFORE BE IT RESOLVED that:

- 1) In response to the 2015 NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for the allocation of funds not to exceed **FOUR MILLION FIVE HUNDRED THOUSAND** dollars (\$4,500,000) for the following activities and/or programs:

Up to 63 units of affordable rental new construction senior apartments including one and two bedroom units to be located in the City of Winters.

- 2) If the application for funding is approved, then the applicant hereby agrees to use HOME funds for eligible activities in the manner presented in its' application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).
- 3) The applicant authorizes the City Manager or his designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED by the City Council, City of Winters, the 7th day of July, 2015 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST;

Nanci G. Mills, CITY CLERK

**Blue Mountain Terrace
Financing Narrative**

The project is proposed to be financed with 4% Low Income Housing Tax Credits and Tax Exempt Bond financing with gap financing from a combination of local, state, and federal sources.

Construction Financing

Construction financing will be provided by Low Income Housing Tax Credit equity, Tax Exempt Bonds, funding from the California State Department of Housing and Community Development (HCD), and deferred fees and reserves, including a deferred developer fee.

HCD has awarded the project \$4 million in Infill Infrastructure Grant funds, which can be used for construction financing.

Permanent Financing

Permanent financing will be provided by Low Income Housing Tax Credit equity, Tax Exempt Bonds, funding from HCD, funding from the City, and a deferred developer fee. Anticipated funding from HCD includes Infill Infrastructure Grant (IIG), Community Development Block Grant (CDBG), and Home Investment Partnership Program (HOME) funds. City funds include tax exempt bond proceeds and CDBG program income. City funds will leverage other financing for this project at a ratio of approximately 15 to one (15:1).

In June 2014 the City Council approved a grant of tax exempt bond proceeds for this project. In December 2014 the Council approved providing funding from CDBG program income for this project. The City funds will be granted to the nonprofit managing general partner of the ownership entity. The nonprofit partner will in turn loan the full amount to the partnership at the close of construction financing. HCD has already awarded the project \$4 million in Infill Infrastructure Grant funds, which will be used for permanent financing. In April 2015 the Council approved submittal of an application for \$1.5 million in CDBG funds to HCD, and staff anticipate that HCD will award funds by August 2015. Staff is currently seeking approval to submit an application for up to \$4.5 million in HOME funds to HCD. If awarded HOME funds, City will administer the loan and will collect an administration fee. The developer will defer a portion of their developer fee as a permanent source of funds to be repaid through cash flow from the project.

Winters Senior Housing
147 East Baker Street Winters, CA
63 Units

DEVELOPMENT BUDGET

				Adj.	LIHTC Cost Basis
LAND COSTS / ACQUISITION					
Acquisition	\$5 /Site SF	67,951	\$346,300	0%	
Total Acquisition Costs	\$5,497 /Unit		\$346,300	0%	0
HARD CONSTRUCTION COSTS					
Site Work	\$1,125,432 Flat		\$1,125,432		1,125,432
Off-Site Improvements	\$707,659 Flat		\$707,659		
Building A - Residential	\$110 Building A	47,472	\$5,826,920		5,826,920
Building B - Community Room	\$120 Building B	6,090	\$724,800		724,800
Prevailing Wage	15.0%	8,084,811	\$1,257,722		1,257,722
General Conditions	8.0% of Site & Directs	642,434	\$771,403		771,403
GC Overhead and Profit	6.0% of Site & Directs	463,933	\$578,552		578,552
Insurance and Bond	2.5% of S & D + GC	10,413,936	\$260,349		260,349
Developer's Contingency	5.0% of Hard Costs (Bel	11,252,437	\$562,642		562,642
TOTAL HARD COSTS	\$187,547 /Unit	93	\$11,815,479	94%	11,107,820
<i>Hard Costs Less Contingencies</i>	<i>\$178,616 /Unit</i>	<i>86</i>	<i>\$11,252,837</i>		
	<i>\$191 /Gross SF</i>	<i>59,012</i>			
	<i>\$271 /Net SF</i>	<i>41,364</i>			
SOFT COSTS					
<u>Architectural / Engineering</u>					
Architect	2.0% of Hard Costs	11,815,479	\$236,310		236,310
Architect CA	0.8% of Hard Costs	11,815,479	\$88,617		88,617
Landscape Architect			\$265,482		265,482
Architectural / Engineering	5.2%		\$590,409		590,409
<u>Permits / Government Fees</u>					
Plan Check / Building Permits	\$2.00 /Gross SF	59,012	\$118,024		118,024
Other Fees	671,769 Flat		\$671,769		671,769
Permits / Government Fees	\$12,536 /Unit		\$789,793		789,793
<u>Developer Legal</u>					
Developer Legal			\$40,000		40,000
Developer Legal			\$40,000		40,000
<u>Third-Party Reports</u>					
Appraisal			\$5,000		5,000
Market Study			\$6,000		6,000
Environmental - Phase 1			\$4,000		4,000
Soils Report			\$20,000		20,000
Survey & Field Inspection			\$17,500		17,500
Other Third-Party Reports			\$10,000		10,000
Third-Party Reports			\$62,500		62,500
<u>Other Soft Costs</u>					
Testing & Inspection	1.0% of Hard Costs	11,815,479	\$118,155		118,155
Accounting / Audit			\$35,000		35,000
Additional Furnishings			\$35,000		35,000
Residential Marketing / Leasing			\$20,000		
Organizational / Start Up			\$10,000		
Title & Recording			\$40,000		40,000
Printing / Copying / Mailing			\$10,000		10,000
Real Estate Taxes	0.3% of Hard Costs	11,815,479	\$29,539	50%	14,770
Property Insurance	1.0% of Hard Costs	11,815,479	\$118,155	50%	59,078
Prevailing Wage Monitor			\$40,000		40,000
Other Soft Costs			\$455,849		352,003

Winters Senior Housing
 147 East Baker Street Winters, CA
 63 Units

DEVELOPMENT BUDGET

			Adj.	LIHTC Cost Basis
SUBTOTAL SOFT COSTS			95%	1,834,705
FINANCING COSTS				
<u>Construction Loan</u>				
Loan Commitment Fee	1.00% of Loan	\$110,000		110,000
Legal Fees		\$47,000		47,000
Third-Party Reports		\$15,000		15,000
Lender Inspection Fees	\$1,000 / Draw	\$18,000		18,000
Construction Period Interest	4.00% Avg. Int.	\$528,000	50%	264,000
Construction Loan Fees		\$718,000		454,000
<u>Permanent Loan</u>				
Commitment Fee	1.0% of Loan	\$8,200		
Permanent Loan Costs		\$8,200		
<u>Syndication Costs</u>				
TCAC Application Fee		\$2,000		
4% TCAC Reservation Fee	1.0% of Allocation	\$0		
TCAC Compliance Monitoring Fee	\$410 / Afford. Unit	\$25,420		
Syndicator Legal		\$65,000		
Tax Credit Fees		\$110,440		
<u>Reserves And Escrows</u>				
Debt Service Reserve	6 Months	\$52,863		
Operating Reserve	6 Months	\$178,150		
Affordable Units Lease Reserve	Months	\$8,625		
Reserves & Escrows		\$239,638		
SUBTOTAL FINANCING COSTS			42%	\$454,000
SOFT COST CONTINGENCY	10.0%	\$193,856	76%	147,166
DEVELOPER FEE	15.0%	\$2,031,554	100%	2,031,554
TOTAL DEVELOPMENT BUDGET			90%	\$ 15,575,245

Winters Senior Housing

147 East Baker Street Winters, CA

63 Units

SOURCE AND USE

USES		
Acquisition	\$5,497 / Unit	346,300
Hard Costs		11,252,837
Hard Cost Contingency		562,642
Soft Costs		1,938,551
Financing / Other		1,076,278
Soft Cost Contingency		193,856
Developer Fee		2,031,554
Total Uses	\$276,223 / Unit	\$ 17,402,018

CONSTRUCTION SOURCESDebt Financing

Construction Loan		11,000,000
IIG	100%	4,000,000

Equity Financing

LIHTC Equity	15%	943,050
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Deferred Costs/Fees and Other Sources

Reserves		239,638
TCAC Compliance Monitoring Fee		25,420
Developer Fee		1,193,910

Total Construction Sources **\$ 17,402,018**

Construction Surplus/(Gap)	0
Developer Fee Available During Construction	837,644

PERMANENT SOURCESDebt Financing

Permanent Loan	13,016 /Unit	820,000
City of Winters Funding	19,048 /Unit	1,200,000
State CDBG	23,810 /Unit	1,500,000
IIG	63,492 /Unit	4,000,000
HOME	47,619 /Unit	3,000,000

Equity Financing

LIHTC Equity		6,287,000
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Deferred Fees and Other Sources

Deferred Developer Fee		595,018
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Total Permanent Sources **\$ 17,402,018**

Surplus/(Gap)	0
Total Cash Developer Fee	1,436,536



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize the City Manager to appoint a Staff Representative to a Joint Powers Authority (JPA) Working Group to Negotiate the Details of a JPA Agreement.

RECOMMENDATIONS:

Staff recommends City Council take the following actions:

- 1) Authorize the City Manager to appoint a staff representative to a Joint Powers Authority (JPA) working group to negotiate the details of the JPA agreement; and
- 2) Authorize the City Manager, or designee, to provide periodic reports to the City Council and to return the final JPA agreement and resolution to the City Council for consideration and adoption.

BACKGROUND:

The Housing Authority of the County of Yolo (informally known as "Yolo Housing" or "YCH") serves the four cities and the unincorporated county of Yolo in the provision of affordable housing (see attached "Fast Facts" for information on number and type of affordable housing by city and county jurisdiction). Yolo Housing (YCH) is a body both corporate and politic and is a political subdivision of the State of California. In 1950, when YCH was created, the Board of Supervisors created an independent Housing Commission to oversee the authority's operations. This Board of Commissioners existed until 2006, when concerns over the Authority's operations resulted in the resignation of the Executive Director and of the members of the Board of Commissioners.

In June 2006, the Board of Supervisors adopted Resolution 06-91 to rescind the February 15, 1950 Resolution and to declare itself to be the Interim Board of Commissioners. Later in 2006, two tenant commissioners were also added to the Board, in conformance with State and Federal legal requirements. From 2006 until 2012, this Board functioned as the Interim Board of Commissioners. The current Chief Executive Officer began with the

Agency in November 2006.

In January 2012, the current governance structure of Yolo Housing took effect. The Housing Commission is currently made up of one representative from each of the four cities, three of whom sit on the Commission with the fourth serving as an alternate. There are two at-large positions who may be residents of any of the four cities or unincorporated County and two tenant commissioners who also serve. The current total of voting members is seven.

Above this Housing Commission is the Board of Supervisors, acting as the Board of Governors. In the current commission structure, the Board of Supervisors makes all appointments to the Housing Commission. The Board of Governors has delegated to the Housing Commission the authority set forth in Chapter 3, Part 2, Division 24 of the Health and Safety Code title, "Housing Operations Law," with the following exceptions, which are rights reserved to them:

- The following powers, duties, and functions are not delegated to the Housing Commission:
 - a. Section 3411(a) – Ability to sue and be sued;
 - b. Section 3411(b) - Have a seal and alter it;
 - c. Section 3411(c) - Have perpetual succession;
 - d. Section 34315(d) – Acquisition of real property by eminent domain;
 - e. Section 34316(b) –Purchase of bonds;
 - f. Section 34325 – Eminent domain authority.

On December 17, 2013, the Board of Supervisors directed County and Housing Authority staff to examine alternative organizational structures for the Housing Authority of Yolo County. This direction was intended to create a simplified organizational structure that:

- Eliminates the dependent entity status of the Housing Authority relative to the County, and more accurately reflects the independent operations of Yolo Housing.
- Eliminates duplication of meetings and effort by the Board of Supervisors (functioning as the Board of Governors of the Housing Authority) and the Housing Commission (which has been delegated the majority of operational authority over YCH).
- Retains the ability of the cities and county to participate in decision-making on housing issues and programs of the Authority.
- Allows the cities and county to implement shared services and to approach issues, such as homelessness, on a regional basis.

On May 13, 2014, staff presented analysis on several potential alternative governance structures for the Housing Authority, and recommended that the Board move forward with the creation of a joint powers authority to govern the Housing Authority. The Board of Supervisors directed staff to begin working collaboratively with the cities and Housing Authority on the reorganization of YCH into a JPA.

At this time, County and Housing Authority staff has met with every City Manager to discuss the proposed JPA, and the proposal has been presented and discussed at each

City/County 2x2 as of December 2014. The County and each of the four (4) cities have agreed to move forward with the process and consideration by their respective city councils.

Next Steps

1. Present the proposed YCH JPA concept to the City Council for consideration;
2. Authorize the City Manager to appoint a staff member to the JPA working group; and
3. Once all cities have completed this process, YCH will convene the working group to determine the details of the JPA Agreement.
4. The Working Group will develop language for the proposed JPA Agreement, with the support of Housing Authority Counsel. The Working Group will consider the following components when developing the JPA language:
 - o Membership of the JPA
 - o Governance
 - o Responsibilities of participating agencies
 - o Make-up of the Board of Directors
 - o Terms of the Board members
 - o Board Officers
 - o Board meeting schedule
 - o Staff leadership structure
 - o Powers of the Authority
 - o Duties and responsibilities of the Authority
 - o Finance
 - o Funding sources
 - o Budget process
 - o Debts and liabilities
 - o Termination of the Authority
 - o Withdrawal or expulsion of members

o Indemnification

5. When draft language has been agreed upon by the Working Group, it will be presented to the Board of Supervisors for consideration and adoption. At this time, the Board will also adopt an ordinance that repeals the existing County code relating to the housing authority, and replaces it with a new County code that authorizes creation of a Yolo Housing JPA.
6. Following Board approval, adopt a Council resolution declaring the need for a Housing Authority within the City (this is a requirement of the Health and Safety Code for any incorporated city that would like to be party to a Housing Authority JPA); with the JPA Agreement to be presented to each of the city councils for adoption.

Actual timing for the process is dependent on when each city appoints its working group member, the length of time required to negotiate the JPA Agreement and the final adoption process. However, it is anticipated that the JPA formation would take effect no later than November or December 2015. Actual formation could take effect earlier.

FISCAL IMPACTS:

None by this action. There is no anticipated start-up cost participation by any JPA member City. Any future debt and liabilities upon any future termination of the Authority would be part of the JPA negotiations.

ATTACHMENTS:

Yolo Housing Fast Facts

Yolo Housing (YCH) FAST FACTS May 2015

Yolo Housing is a California Public Housing Authority, providing rental housing, housing subsidies in the private market, grants management and housing and community development activities to the four (4) cities and unincorporated county. It was created in 1950 to meet the needs of providing decent, safe, sanitary and affordable housing to the region. For the year 2014, YCH is a dual national high performer in both Voucher and Public Housing. It has been a national public housing high performer twice and is a five-time national high performer in voucher program management. It has received awards in innovation, administrative achievement, risk management and housing programs.

Governance Structure

Currently YCH is governed on a day-to-day basis by the Housing Commission, but also has a Board of Governors above the Housing Commission. The Board of Governors is comprised of the five members of the Board of Supervisors. Some rights of the Authority are currently reserved to the Board of Governors, such as for approvals of authority to bond and to exercise eminent domain. They retain the authority to consider decisions of the Commission and to hire and set compensation of the Chief Executive.

YCH also is an umbrella organization for two additional entities. They are:

New Hope CDC is governed by the same members as the Housing Commission acting as the Board of Directors. There is no Board of Governors.

The **Dixon Housing Authority** is governed by a separate Board of Commissioners appointed by the City of Dixon in Solano County. Dixon Housing Authority is managed by Yolo Housing under contract.

YCH staff serves as the staff to all three entities. Lisa A. Baker serves as the Chief Executive of YCH and Executive Director for the other two entities. Ms. Baker is the fourth Director of YCH in its 65 year history and the first Director of the Dixon Housing Authority in its 69 year history. She has been in place since November 2006.

Major Programs

YCH operates several programs. The three largest are: HUD's **Housing Choice Vouchers**, HUD's **Low Income Public Housing** (also known as Low Rent Housing or Conventional Housing) and California Office of Migrant Housing and USDA **Seasonal Farm worker Housing**. Additional programs include senior and market rate housing through the **State Rental Housing** program, permanent **farm worker housing** through USDA, **transitional housing** through Mental Health Services Act funding, management of **off-campus student-oriented cooperative living** and **tax credit partnerships**.

Financially, YCH, its affiliates and subsidiaries operate on an Enterprise fund and Modified Accrual basis.

Helpful Statistics

YCH and its affiliates are not only programs, but also capital assets, infrastructure and people. Together they have a large population of approximately 6,500 constituents and a large amount of infrastructure scattered over approximately 1,100 square miles. YCH and New Hope provide services to residents, both through in-house staff and through partnership agreements, designed to help create stability, security and upward mobility for its residents and participants.

Housing, Locations and Statistics

The **Housing Choice Voucher** program has an Annual Contributions Contract (ACC) with the U.S. Department of Housing and Urban Development (HUD) for up to 1,737 vouchers. 75% of all new admissions are required to be below 30% of median income. YCH is allowed to lease to either the full ACC number or the number that can be funded by budget authority. Currently, YCH's budget will cover approximately 1,600 families. That number changes regularly based on funding from HUD, the amount of program turnover by families leaving the program and the average amount it takes to assist an individual family. Due to the financial downturn, the monthly assistance to an individual family rose from \$490 per family in July 2007 to \$635 per family in January 2012, an increase of 30% in less than five (5) years. Currently, the **average HAP is approximately \$593**. Families receive a fixed subsidy based on subtracting 30% of adjusted monthly income from a locally-adopted Payment Standard based on bedroom size and federally-determined Fair Market Rent (FMR).

The **Low Income Public Housing** program has 431 units of assisted rentals. 60% of new admissions are required to be below 30% of median income. Families pay 30% of adjusted income for rent, less a utility allowance for tenant-paid utilities. The properties were acquired and developed with assistance from HUD and receive an annual operating subsidy to help cover operations costs and an annual Capital Fund grant to help make physical improvements and cover operations. YCH rental properties have an average annual occupancy rate of approximately 98.6%, making them one of the consistently highest occupancy performers in HUD's national portfolio. Two developments - Yolano Village (Woodland) and El Rio Villas I (unincorporated outside of Winters) share another distinction in that they were the first and second rural, non-farm, federally-funded public housing developed in the United States.

Cottonwood Meadows is 47 units for seniors and disabled. They are market-rate units with 12 units set aside for State Rental Housing program. Cottonwood also accepts tenant-based Vouchers from YCH. It is owned by New Hope Community Development Corporation.

Agricultural Housing consists of 237 seasonal units scattered across three centers and 2 housing authorities – YCH and Dixon. It also owns and manages 7 scattered site units in Davis with initial funding provided by USDA Rural Development.

Other - In addition to these major programs, we also have Mental Health Service Act (MHSA) funded transitional housing (Helen M Thomson Homes A and B) for full service mental health clients and YCH/New Hope has 204 partnership tax credit units and manages 96 units of off-

campus student-oriented cooperative living (of which 48 are available pre-rehabilitation) (Cesar Chavez Plaza, Eleanor Roosevelt Circle, Rochdale Grange, Crosswood Apartments and Pacifico).

In FY 2014, Yolo Housing paid a total of \$11,105,299 in rental subsidies to private landlords in Yolo County and expended another \$6,466,318 for construction, goods and services in the local economy. This does not count expenditures in partnership ownership. And it does not include the value of capital assets.

Housing Statistics

YCH, New Hope and Dixon Housing Authority are home to a large number of residents. Residential Facts at a Glance show:

Residents live in all communities. For **Vouchers**, the current family breakdown is as follows:

- Dixon, 1
- Dunnigan, 1
- Esparto, 14
- Knights Landing, 1
- Madison, 1
- Winters, 6
- Yolo, 1
- Davis, 355
- West Sacramento, 694
- Woodland, 475 (10 are Veterans Affairs Supportive Housing [VASH] for chronically homeless vets)

For **Public Housing**, the family breakdown is as follows:

- Esparto, 16
- Knights Landing, 10
- West Sacramento, 139
- Woodland, 132
- Winters (unincorporated), 124
- Yolo 10

For **Agricultural Housing**:

- Davis, 64 (unincorporated) and 7 incorporated
- Dixon, 85
- Madison, 88

All **Other** housing types:

- Woodland, 1 transitional home (4 beds) and 47 market rate senior/disabled, 44 family/disabled tax credit townhomes and 48 HUD multi-family townhomes

- Davis, 112 tax credit units for seniors, disabled and downtown workers, 96 units of off-campus student-oriented cooperative living

- West Sacramento, 1 transitional home (4 beds) and from 11/14 through 2/15, 65 placements in Bridge to Housing

TOTALS: Units and Subsidies by Community*:

Community	Vouchers (public subsidy, private rental)	Public Housing	Agricultural	Other	Total	% of Total Portfolio (rounded)
Davis, pop 66,205 (2013 estimate)	355	0	7	208	570	22%
West Sacramento, pop 49,891 (2013 estimate)	694	139	0	1	834	33%
Winters, pop 6,892 (2013 estimate)	6	0	0	0	6	.002%
Woodland, pop 56,590 (2013 estimate)	475	132	0	140	747	29%
Yolo unincorporated, pop 25,907 (2013 estimate)	19	160	237	0	416	16%
TOTALS	1,547*	431	244	349	2,571	100%

*Total number of participants is currently 1,591. This includes households moving to another jurisdiction (port out), households entering our jurisdiction that will be billed to another jurisdiction (e.g. incoming tenant-based VASH) and families searching for a unit. Winters represents less than 1% so the number was preserved even though it would not round up to the 1%. West Sacramento could be rounded up to either 32 or 33%. Staff chose 33% to round up to an even 100%. Population estimates are from U.S. Census Fast Facts.

In addition, Yolo Housing uses Project Based Vouchers (which are limited to 20% of our existing voucher portfolio) to assist in development or rehabilitation of affordable properties and to achieve deeper project-based affordability in the community. To date, YCH has provided a total of 108 Project-Based Vouchers to properties in Yolo, broken down as follows:

- Davis – 46
- Woodland – 52
- Unincorporated – 10

Currently, YCH has made preliminary awards, subject to completing the contracting process, for four (4) additional projects, broken down as follows:

- West Sacramento – 15
- Winters – 20
- Woodland – 20
- Unincorporated – 10

Demographic Snapshot of Largest Programs:

Vouchers – 542 work, 93 are self-employed, 58 receive unemployment benefits, 59 are students, 687 are seniors/disabled and 1,063 are children.

Public Housing – 261 work, 2 are self-employed, 42 receive unemployment benefits, 58 are students, 143 are disabled and 508 are children.

YCH-owned and Managed Infrastructure at a glance

- Approximately 300 residential structures
- 4 separate free-standing laundry buildings (does not include facilities attached to residential structures)
- 8 daycare centers
- 2 community centers with commercial kitchens
- 6 computer learning centers
- 11 community/activity rooms
- 3 classrooms
- 9 parks
- 5 basketball courts (one additional in planning)
- 11 playgrounds (one additional in progress)
- 2 community gardens (2 additional in planning or feasibility stages)
- 6 soccer fields
- 8 business offices (not including 4 projects in private management/partnerships)
- 6 wireless hot spots
- 7 shops/corporate yards
-

In addition, YCH and its affiliates own a variety of municipal type infrastructure systems:

- 5.57 miles of sewer line
- 3 drinking water plants encompassing 5 wells and water lines
- 2 propane gas plants, including tanks and lines
- 1 sewer pumping system with lift station
- 2 sewer systems encompassing 4 sewer ponds, pumps and lift stations
- 1 commercial sealed septic system with leech field
- Road systems in West Sacramento, Woodland, outside of Winters, Davis Migrant, Madison Migrant and Dixon Migrant, Esparto
- Parking bays
- Streetlights, parking lot and sidewalk lighting



**CITY COUNCIL
STAFF REPORT**

DATE: July 7, 2015
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Putah Creek Phase III- Legal and Consulting Contingency Fund

RECOMMENDATION:

That the City Council authorize the establishment of a contingency fund in the amount of \$50,000 to support legal and consulting costs in relation to legal challenges and responses to the Putah Creek Phase III Project.

BACKGROUND:

In 2008, the City Council, as the lead environmental agency, approved the CEQA determinations for the implementation of the Winters Putah Creek Park Planning document. This plan led to the implementation of numerous projects implemented by both the City and the Solano County Water Agency.

A key element of the Winters Putah Creek Park Plan has included the realignment of the creek channel. The lead in the construction and realignment has been the Solano County Water Agency (SCWA). To date, SCWA has completed 3 elements of the project and is in position to move forward with the Phase III portion of the project. The project is designed, funded (through a River Parkways Grant) and the contractor has been selected and the agreement signed and executed.

DISCUSSION:

The City and SCWA have received a letter from an attorney which indicates that they are representing a group calling itself the "Winters Friends of Putah Creek" (Winters Friends). Attached is a copy of the letter.

Putah Creek Phase III Legal and Consulting Contingency Fund

Agenda Report- July 7, 2015

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The Winters Friends have requested a significant amount of information from SCWA and have indicated that they are reserving the right to both litigation and reimbursement of legal costs.

The letter is significant because it covers both the permitting and implementation aspects of the project, as well as questioning various aspects of the environmental processing of the original plan. The prospect is the need for the City to hire consulting assistance to respond to the Winters Friends environmental challenges, as well as, address some of the legal challenges which are posed.

Staff is requesting that the City Council fund a contingency of \$50,000 (General Fund) to begin answering the challenges from the Winters Friends.

FISCAL IMPACT:

Initial estimate is \$50,000 from the General Fund. Should the Winters Friends pursue litigation and attorney's costs, it would be higher and will be determined.

LAW OFFICE OF DONALD B. MOONEY

129 C Street, Suite 2
Davis, CA 95616
530-304-2424
dbmooney@clen.org

June 23, 2015

**VIA ELECTRONIC MAIL
AND U.S. MAIL**
TPate@scwa2.com

Mr. Thomas Pate
Interim General Manager
Solano County Water Agency
810 Vaca Valley Parkway
Vacaville, CA 95688

Re: Putah Creek Floodplain Restoration: Phase 3

Dear Mr. Pate:

This office represents Winters Friends of Putah Creek regarding the Putah Creek Floodplain Restoration Project. The Solano County Water Agency (SCWA) is the project proponent for the Putah Creek Floodplain Restoration: Phase 3 (Project) in Winters. The Project would disturb an 1,100 foot reach of the stream channel and floodplain of Putah Creek in and adjacent to the City of Winters. Currently, the Project does not comply with applicable laws and permit requirements as detailed below. If SCWA proceeds with Phase 3 without full compliance with all applicable laws, the Winters Friends of Putah Creek reserve the right to initiate legal action in order to prevent harm to the environment and bring the SCWA into compliance with all applicable laws.

A. SCWA Approval of the Project Violates the California Environmental Quality Act

SCWA's recent approval of a contract for Phase 3 of the restoration project constitutes a discretionary action which requires compliance with the California Environmental Quality Act, Public Resources Code, section 21000 *et seq.* When further discretionary approval is required by a lead agency or responsible agency, the agency must comply with CEQA and conduct supplemental or subsequent environmental review if substantial changes are proposed in the project, if substantial changes occur in the circumstances under which the project is being undertaken that requires revisions to the environmental document; or if new information of substantial importance that was not known or could be known at the time the environmental document was approved becomes available. (CEQA Guidelines, § 15162.) As Phase 3 was not part of the approval of the Master Plan, SCWA must comply with CEQA prior to any discretionary actions, such as awarding a construction contract.

In the present matter, SCWA must comply with the CEQA before proceeding with the Project as the restoration Project, specifically Phase 3, has never been subjected to environmental review. While, the City of Winters approved 2008 Putah Creek Nature Park Master Plan and an Initial Study / Mitigated Negative Declaration ("IS/MND") for the Master Plan, the City never

considered or approved this Project. The Winters Putah Creek Committee, only an advisory body, did consider the project and gave advisory approval at its' meeting on July 21, 2014, but there was no final approval by the City. Thus, neither the City nor SCWA have complied with CEQA's requirements in approving the Project.

Even if the Project as being implemented was part of the Master Plan, SCWA must conduct additional environmental review for this specific Project tiered from the IS/MND for the Master Plan. Neither the City nor SCWA have completed this necessary environmental review. In responding to comments on the IS/MND, the City clearly indicated the need for additional environmental review before implementing any particular restoration project. The City's Response to Comments in the IS/MND states, "The Master Plan and its associated activities are guidance and planning documents, but should not be confused with specific or operational plans." The IS/MND further states that "Future projects may require tiering from the WPCNP IS/MND or separate documents depending on the nature and extent of possible impacts." (IS/MND, Response to Comments.)

The Master Plan and IS/MND failed to disclose and analyze plans for using great quantities of imported fill. The IS/MND's Response to Comments specifically stated: "The various proposed restoration activities involve minor material moving within the floodplain and intermittent heavy equipment use." By comparison, the Project approved by SCWA proposes 10,000 cubic yards (1000 dump truck loads) of imported fill, 26,000 cubic yards of cut, and 25,600 cubic yards of total fill (Sheet 3, Improvement Plans for Putah Creek Nature Park Restoration, Phase 3). The effects of this fill and associated truck traffic and on-site earth movement on habitat, noise, air quality, and traffic have not been assessed or disclosed.

A comment on the Master Plan IS/MND also raised a concern with cutting of the native riparian forest on site. The Response to Comments stated "As described in the WPCNP IS/MND short reaches with willow or minor sapling cover may be disturbed as part of the bank recontouring and these will be replanted immediately." In fact, about 30 acres of mature riparian forest has been cut and tree cover reduced to a small fraction of the original cover. Again, there has been a lack of environmental review and mitigation for this impact.

There are also new circumstances regarding the development of the Project that are not consistent with the Project as described in the Master Plan and IS/MND. Subsequent to completion of the Master Plan and IS/MND, a new paved trail was constructed in a location not foreseen in the Master Plan. In the Project area the trail comes within 10 feet of the creek, and this is the only place along a mile of trail that it is close to the creek. This section of trail gives trail users close access and scenic views of the water, aquatic habitat, and aquatic wildlife. The Project would eliminate this amenity and deprive trail users of scenic vistas and aesthetic appreciation of the stream and aquatic habitat. This new circumstance arose subsequent to the City's approval of the IS/MND. As CEQA requires consideration of new circumstances prior to new discretionary actions, SCWA must take the necessary actions to comply with CEQA. (CEQA Guidelines § 15162).

B. SCWA Does Not Possess an Encroachment Permit.

Title 23 California Code of Regulations section 6 requires an encroachment permit for "work, including the placement, construction, reconstruction, removal, or abandonment of any landscaping, culvert, bridge, conduit, fence, projection, fill, embankment, building, structure, obstruction, encroachment or works of any kind, and including the planting, excavation, or removal of vegetation, and any repair or maintenance that involves cutting into the levee, wholly or in part within any area for which there is an adopted plan of flood control, must be approved by the board prior to commencement of work." Additionally, section 10 requires that each application for a permit comply with CEQA's requirements.

Thus, prior to proceeding with the Project, SCWA must obtain an Encroachment Permit from the Central Valley Protection Board (Board). To date, the Board has not issued an Encroachment Permit for the Project. (Personal communication to Jeff TenPas from Mitra Emami, CVFPB staff). As such, if SCWA and/or its contractor moves forward with the Project without obtaining the necessary permits, such actions may violate the Board's regulations and subject the offending party to an enforcement action and civil penalties. (See Wat. Code, § 8700 *et seq.*) The Water Code authorizes civil penalties of up to \$15,000 per day for each day in which the violation persists. (Wat. Code, § 8704(b).) The Board may impose administrative penalties of up to \$50,000. (Wat. Code, § 8704.1.)

C. The Project Violates SCWA's Streambed Alteration Agreement (Notification #1600-2011-0100-R2).

The Streambed Alteration Agreement refers to the activities expected to occur, including "use onsite native soils for the redesign of the channel". In the Project's earlier phases SCWA imported off-site fill in large quantities. The contract bid package and plans indicate an intent to import 10,000 cubic yards for this Project, and the Streamkeeper indicated the intent to use the same materials. (Oral communication, Winters Putah Creek Committee Meeting) This violates the Streambed Alteration Permit. (See Streambed Alteration Agreement, p. 2.)

D. The Project Does Not Comply with Conditions of Department of the Army Permit.

On September 12, 2011 the Department of Army issued a permit for the Winters Putah Creek Nature Park Channel Restoration Project. The Permit was valid until March 18, 2012. Even if the permit remained valid, SCWA would be in violation of Special Condition 1, which requires SCWA to mitigate for the loss of 14.32 acres of waters of the United States. Special Condition 1 provides that to mitigate for loss of waters of the United States, SCWA "shall construct, enhance and restore a minimum of 18.4 acres of seasonally flooded riparian wetlands, emergent wetlands and open water channel within the project area". Based on the plans for this Project and the as-built conditions of previous phases, SCWA has violated this mitigation requirement. As such, SCWA and its contractors may be in violation of sections 301, 404, and 502 of the Clean Water Act, 33 U.S.C., §§ 1311, 1344, 1362, . The floodplain as built in past

Mr. Thomas Pate
June 24, 2014
Page 4

phases and as designed in the Project area lacks the topographic features and hydrology to support and provide floodplain riparian wetlands in amounts sufficient to compensate for the loss of open water channel.

Based upon the foregoing, Winters Friends of Putah Creek requests that SCWA not proceed with Phase 3 of the Project, unless and until SCWA complies with CEQA, obtains an Encroachment Permit, complies with the Streambed Alteration Agreement, demonstrates compliance with the September 12, 2011 Department of Army Permit, and obtains a current Department of Army Permit. If SCWA and its contractor elect to proceed with Phase 3 of the Project without having complied with the applicable statutes and regulations, Winters Friends of Putah Creek reserves it right to initiate legal action, which may include seeking an injunction, civil penalties and attorney's fees.

Sincerely,


Donald B. Mooney
Attorney

cc: Jeánette Molina
Four M Contracting, Inc.,
338 Cernon Street
Vacaville, CA 95688

Polly Escovedo
California Natural Resources Agency
146 Ninth St, Ste 1311
Sacramento, CA 95814

Mitra Emami
Central Valley Flood Protection Board
3310 El Camino Avenue
Sacramento, CA 95821

John Donlevy
City of Winters
318 First Street
Winters, CA 95694



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: 2015 Water Rate

RECOMMENDATION:

Staff recommends the City Council authorize staff to issue the Proposition 218 notice informing residents of the intention to increase water rates on September 1, 2015

BACKGROUND:

On October 2, 2012 The City of Winters entered into an agreement with NBS to provide analysis of the water rates for the future. Based on the review of the revenues and expenditures of the Water system, the analysis provided for setting the rates through June 30, 2018.

Since the time that the City Council approved the increase in water fees, there have been 2 issues that have necessitated the review of the water rates for operation of the water system.

- (1) A California Court ruling in Capistrano Taxpayers Association vs City of San Juan Capistrano held that tiered rates that do not reasonable reflect the cost of providing water service within each tier are not allowable under Proposition 218. Therefore, staff requested that NBS review our water rates for eliminating the tiered system for water rates for the City of Winters. .
- (2) Mandated conservation required by the State of California requires the City of Winters to reduce water usage by 25% and as a result the amount charged for the costs of operating the system must be re-evaluated based on the anticipated lower water use. Staff has requested that NBS provide review the rates and provide new rate information with the reduced consumption in place.

Based on the review of the current budget, and projections for the water operations and maintenance accounts, the following water rates are recommended by NBS:

City of Winters		Proposed/Revised Rates ¹		
Water Rate Schedule	Current Rates	FY 2015/16	FY 2016/17	FY 2017/18
Projected Increase in Rev. Reqs.		0.00%	0.00%	0.00%
Fixed Meter Charge (\$/mo.)				
3/4 inch	\$20.03	\$20.03	\$20.03	\$20.03
1 inch	\$31.01	\$31.01	\$31.01	\$31.01
1 1/2 inch	\$38.33	\$38.33	\$38.33	\$38.33
2 inch	\$74.93	\$74.93	\$74.93	\$74.93
3 inch	\$111.52	\$111.52	\$111.52	\$111.52
4 inch	\$148.12	\$148.12	\$148.12	\$148.12
6 inch	\$367.71	\$367.71	\$367.71	\$367.71
Uniform Commodity Charge (per hcf)				
Single-Family Residential	NA	\$1.96	\$1.96	\$1.96
All Other Users	\$1.09	\$1.96	\$1.96	\$1.96
<i>Two-Tiered Single-Family Residential Commodity Charges (for comparison only)</i>				
Tier 1: 0-18 hcf	\$1.35	NA	NA	NA
Tier 2: 18+ hcf	\$1.91	NA	NA	NA

1. Reflects 40% of rate revenue collected from fixed charges, a 25% conservation mandate, and a uniform tier.

The water rate continues to be composed of both a fixed rate (based on meter size) and a consumption charge per hundred cubic feet (hcf). The increase in the rate is to provide for a single rate for all water customers, and to provide funding needed to operate the system with a 25% reduction in water consumption. These rates are expected to remain in place until such time as we know the impacts of implementing the reduction of Chrome 6 in the water wells. At the time we have a plan and estimated cost of implementing the reduction in Chrome 6 in the water wells, additional adjustments to the monthly water rates will be examined in order to provide funding necessary to fund the operations of the water system, including the reduction in Chrome 6.

Staff has attached the proposed Proposition 218 notice to this staff report for Council review. The Proposition 218 notice has been reviewed by City Attorney Ethan Walsh.

FISCAL IMPACT:

The proposed rates are part of a comprehensive financial plan for the operation of the water system of the City of Winters and are necessary to provide quality service to our customers and to meet the regulatory requirements of the State of California.

ATTACHMENTS:

- Proposition 218 Notice.
- Technical Memorandum

Notice of Public Hearing About Proposed Rate Increases for City Water Services

*Attend the Public Hearing
Tuesday September 1, 2015
Meeting Begins at 6:30pm
City of Winters
City Council Chambers
318 First Street
Winters, CA 95694*

*The Meeting Agenda will be
available on
August 27, 2015*

Rates Update

The City of Winters will hold a public hearing on September 1, 2015, at 6:30 p.m., in the City of Winters, City Council Chambers, 318 First Street, Winters, CA, to consider adopting increases to the rates for its water services. The City is proposing an increase to all Winters customers. The public hearing will provide an opportunity for Winters water customers to share their thoughts and comments with City officials regarding proposed rate changes and, if desired, to file a protest to the respective fee increases.

The City provides the full range of water services. The water rates include the costs to produce and treat drinking water from wells throughout the city and to maintain and operate the water distribution system. The City's legal mandate is to complete the water distribution process in full compliance with local, state, and federal laws and regulations. The City's goal is to meet all legal requirements while providing a dependable and high quality product to our customers.

Prior to recommending the proposed rate increases, the City of Winters evaluated its service needs, mandated programs, and operational costs. The City is proposing the increased rates to pay for the costs of providing water as reflected in the rate study dated October 3, 2013 and the Technical Memorandum dated 6-29-15 as prepared by NBS for the City of Winters. These documents are available upon request at City Hall. Based on the rate studies and Technical Memorandum, the City has determined that it is necessary to increase the City's water rates to support the City's service obligations, government regulatory requirements, and infrastructure improvements.

Water Rates

The Water rates have been re-examined due to two (2) factors:

- (1) A California Court ruling in Capistrano Taxpayers Association vs City of San Juan Capistrano held that tiered rates that do not reasonable reflect the cost of providing water service within each tier are not allowable under Proposition 218..
- (2) Mandated conservation required by the State of California requires the City of Winters to reduce water usage by 25% and as a result the amount charged for the costs of operating the system must be re-evaluated based on the anticipated lower water use.

The amount of the water rate is calculated based on each customer's metered water consumption and the individual water meter size. Most single-family residences in the City are served with 3/4" meters, and the typical single-family residence uses 13.5 hcf/month.

The proposed water rates would leave the fixed meter charge for all customers the same as it currently is, and would increase the metered rate to \$1.96 per hundred cubic feet for all customers. The increased water rates would go into effect on September 1, 2015.

City of Winters Water Rate Schedule	Current Rates	Proposed/Revised Rates ¹		
		FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Increase in Rev. Reqts.</i>		0.00%	0.00%	0.00%
Fixed Meter Charge (\$/mo.)				
3/4 inch	\$20.03	\$20.03	\$20.03	\$20.03
1 inch	\$31.01	\$31.01	\$31.01	\$31.01
1 1/2 inch	\$38.33	\$38.33	\$38.33	\$38.33
2 inch	\$74.93	\$74.93	\$74.93	\$74.93
3 inch	\$111.52	\$111.52	\$111.52	\$111.52
4 inch	\$148.12	\$148.12	\$148.12	\$148.12
6 inch	\$367.71	\$367.71	\$367.71	\$367.71
Uniform Commodity Charge (per hcf)				
Single-Family Residential	NA	\$1.96	\$1.96	\$1.96
All Other Users	\$1.09	\$1.96	\$1.96	\$1.96
<i>Two-Tiered Single-Family Residential Commodity Charges (for comparison only)</i>				
<i>Tier 1: 0-18 hcf</i>	\$1.35	NA	NA	NA
<i>Tier 2: 18+ hcf</i>	\$1.91	NA	NA	NA

1. Reflects 40% of rate revenue collected from fixed charges, a 25% conservation mandate, and a uniform tier.

You Can be Heard

The City of Winters will hold a public hearing on Tuesday, September 1, 2015, at a meeting beginning at 6:30 p.m. in the City of Winters Community Chambers, 318 First Street, Winters, CA, to consider adopting increases to the rates for its water services. Proposition 218 allows customers to object to proposed rate increases prior to, and up until the close of, the public hearing. Any customer of record may submit a written protest to the proposed rate increases. However, only one protest will be counted per identified parcel.

Protests may be submitted by mail or in person (protests submitted by e-mail will not be accepted) to the City Clerk at 318 First Street, Winters, CA 95694, or during the public hearing. Any protests received during the public hearing must be received prior to the conclusion of the public comment portion of the public hearing. Please include the words "Public Hearing on Rate Increases" on the front of any envelope submitted with a protest.

A valid written protest must contain:

- A clear statement that the customer/property owner is in opposition to the proposed rate increase;
- Name and signature of customer or property owner;
- Property address or assessor's parcel number; and
- Written evidence that the signer(s) is/are the owner(s) of the property if the signer(s) was/were not shown on the last equalized assessment roll of Yolo County as the owner(s) of the property (not applicable to non-owner customers).

At the public hearing on September 1, 2015, the City Council will hear and consider all written and oral protests to the proposed water rate increases. Oral comments at the public hearing will not qualify as formal protests unless accompanied by a valid written protest.

At the conclusion of the public hearing, the City Council will consider authorizing the water increases as described above. If a majority of customers/property owners of the identified parcels upon which the rates are proposed to be imposed file valid written protests against the proposed rate increases, the proposed rate changes will not be imposed. If adopted the proposed rate increases will take effect September 1, 2015.

If you have any questions regarding this notice or the proposed rate increases, please call (530) 794-6704 between 8am and 5pm Monday through Friday.



32605 Temecula Parkway
Suite 100
Temecula, CA 92592
Toll free: 800.676.7516
nbsgov.com

TECHNICAL MEMORANDUM *(DRAFT)*

TO: SHELLY GUNBY, FINANCE DIRECTOR, CITY OF WINTERS
FROM: GREG CLUMPNER, DIRECTOR OF UTILITY RATE PRACTICE, NBS
SUBJECT: OPTIONS FOR REVISED WATER RATES
DATE: JUNE 29, 2015

PURPOSE OF THIS REVIEW

The City of Winters (City) last completed a water rate study in 2013, resulting in a rate study report dated October 3, 2013. The report recommended: (1) residential rates with two-tier volumetric rates for single-family residential customers, primarily for the purpose of encouraging conservation, (2) uniform rates for all non-residential water customers, and (3) no increases in the overall rate revenue collected from water utility customers.

Since 2013, three key factors have changed the legislative and regulatory environment in which the City needs to set and adopt water rates. First, on April 20, 2015, a California Superior Court ruling in the San Juan Capistrano case¹ created stricter standards for how tiered rates should be set in order to comply with Proposition 218 (Prop 218) requirements. The lead attorney for the defendant (City of San Juan Capistrano), Kelly Salt of Best Best & Krieger, provided the following guidance on what this case means for water rates:

"Although the opinion in Capistrano Taxpayers Association v. City of San Juan Capistrano held that tiered rates, or inclining block rates that go up progressively in relation to usage, are compatible with Proposition 218, in this instance, the court concluded that the City failed to demonstrate that the tiers correspond to the actual cost of providing service at a given level of usage. The court rejected reliance on article X, section 2 to promote water conservation as the sole basis for establishing tiers, holding the city had to show that the various usage tiers corresponded with its actual costs of delivering water in those increments."

and

"...rates were not proportional to the cost of service because the City did not calculate the incremental cost of providing water at the level of use represented by each tier. Specifically, the court criticized the City for not correlating its rates within each tier to the prices of water used within each tier."²

¹ Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano, Opinion G048969, Super. Ct. No 30-2012-00594579, Filed April 20, 2015.

² See "Legal Alerts – California Court of Appeal Holds City's Tiered Water Rate Structure Violates Proposition 218" by Kelly Salt, Best Best & Krieger, April 21, 2015.

The second key factor affecting water rates is the mandated conservation the State of California is requiring water utilities throughout the state to achieve in order to better manage the impact of the current drought. The City has a 25% conservation target that was not foreseen in 2013 when the previous rate study was completed.

The third factor is reduced water rate revenue due to the continued drought, conservation messaging, and the impact of installing meters on residential properties; revenue is about 14% lower than expected.

As a result of these first two factors, many water agencies with tiered rates are considering what changes, if any are needed to comply with this court ruling. Many have either eliminated their tiered rates in favor of a uniform rate, or revised their tiered rates to better comply with the standards related to the San Juan Capistrano case³. As example, the City of Suisun opted to eliminate their tiered water rates and adopt a uniform volumetric rate for all customers after the initial San Juan Capistrano ruling.

The City's water rates are discussed below with regard to these new factors.

IMPLICATIONS FOR THE CITY'S WATER RATES

As noted above, Kelly Salt's opinion emphasizes the need for a more direct linkage between both the costs and quantities of water included in each tier. As an illustration of the type of analysis, or cost-linkage that would be needed to comply with the new San Juan Capistrano criteria, an analysis that NBS prepared for another utility (and reviewed by Kelly Salt) is presented in Appendix A.

Since the City has only one primary source of water, it would be difficult under these new criteria to demonstrate this necessary linkage between tiers and the costs and quantities of water in each tier. Although NBS does not provide legal opinions on such matters, it is likely that the City would have difficulty defending the current two-tiered residential water rates.

The Winters City Council has directed the Finance Department to evaluate the course of action the City should pursue regarding these new criteria and the City's water rate options. As with many of NBS' other clients with similar circumstances, the easiest and most obvious solution is to implement a uniform volumetric rate for all customers. The section below outlines what this would entail and presents the new uniform rate structure table that would be needed for a Prop 218 noticing process.

CURRENT AND PROPOSED NEW UNIFORM RATES

Current Water Rates – Figure 1 shows the City's currently adopted water rates.

Figure 1 – Currently Adopted Water Rates

Water Rate Schedule	Adopted Rates			
	FY 2014/15	FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Increase in Rev. Reqs.</i>	0.00%	0.00%	0.00%	0.00%
Fixed Meter Charge (\$/mo.)				
3/4 inch	\$20.03	\$20.03	\$20.03	\$20.03
1 inch	\$31.01	\$31.01	\$31.01	\$31.01
1 1/2 inch	\$38.33	\$38.33	\$38.33	\$38.33
2 inch	\$74.93	\$74.93	\$74.93	\$74.93
3 inch	\$111.52	\$111.52	\$111.52	\$111.52
4 inch	\$148.12	\$148.12	\$148.12	\$148.12
6 inch	\$367.71	\$367.71	\$367.71	\$367.71
Commodity Charge (per hcf)				
Single-Family Residential				
Tier 1: 0-18 hcf	\$1.35	\$1.35	\$1.35	\$1.35
Tier 2: 18+ hcf	\$1.91	\$1.91	\$1.91	\$1.91
All Other Users	\$1.47	\$1.47	\$1.47	\$1.47

³ For example, Hidden Valley Lake CSD eliminated tiered rates and adopted a uniform volumetric charge; Cucamonga Valley Water District restructured its tiered rates to comply with the San Juan Capistrano case.

Figure 2 shows the proposed revised new rates that account for an assumed 25% reduction in consumption, which is the City's mandated conservation goal.

Figure 2 – Proposed/New Uniform Water Rates (40% Fixed/60% Volumetric Rate Revenue)

City of Winters Water Rate Schedule	Current Rates	Proposed/Revised Rates ¹		
		FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Increase in Rev. Reqts.</i>		0.00%	0.00%	0.00%
Fixed Meter Charge (\$/mo.)				
3/4 inch	\$20.03	\$20.03	\$20.03	\$20.03
1 inch	\$31.01	\$31.01	\$31.01	\$31.01
1 1/2 inch	\$38.33	\$38.33	\$38.33	\$38.33
2 inch	\$74.93	\$74.93	\$74.93	\$74.93
3 inch	\$111.52	\$111.52	\$111.52	\$111.52
4 inch	\$148.12	\$148.12	\$148.12	\$148.12
6 inch	\$367.71	\$367.71	\$367.71	\$367.71
Uniform Commodity Charge (per hcf)				
Single-Family Residential	NA	\$1.96	\$1.96	\$1.96
All Other Users	\$1.09	\$1.96	\$1.96	\$1.96
<i>Two-Tiered Single-Family Residential Commodity Charges (for comparison only)</i>				
Tier 1: 0-18 hcf	\$1.35	NA	NA	NA
Tier 2: 18+ hcf	\$1.91	NA	NA	NA

1. Reflects 40% of rate revenue collected from fixed charges, a 25% conservation mandate, and a uniform tier.

Alternative New Water Rates – When developing the analysis that should be undertaken to evaluate changes to the City's water rates, providing an alternative rate structure seemed advisable. The new rates shown in Figure 3 are based on the current rate structure assumption regarding the amount of revenue collected from fixed vs. commodity charges. That is, 40% of the rate revenue is collected from fixed charges and 60% is collected from commodity charges. The alternative rate structure collects 60% from fixed charges and 40% from commodity charges (i.e., it "flips" these percentages).

Figure 3 – Alternative New Uniform Water Rates (60% Fixed/40% Volumetric Rate Revenue)

City of Winters Water Rate Schedule	Current Rates FY 2014/15	Alternative New Rates ¹		
		FY 2015/16	FY 2016/17	FY 2017/18
<i>Projected Increase in Rev. Reqts.</i>		0.00%	0.00%	0.00%
Fixed Meter Charge (\$/mo.)				
3/4 inch	\$20.03	\$30.29	\$30.29	\$30.29
1 inch	\$31.01	\$47.42	\$47.42	\$47.42
1 1/2 inch	\$38.33	\$58.84	\$58.84	\$58.84
2 inch	\$74.93	\$115.96	\$115.96	\$115.96
3 inch	\$111.52	\$173.07	\$173.07	\$173.07
4 inch	\$148.12	\$230.18	\$230.18	\$230.18
6 inch	\$367.71	\$572.86	\$572.86	\$572.86
Commodity Charge (per hcf)				
Single-Family Residential	NA	\$1.30	\$1.30	\$1.30
All Other Users	\$1.47	\$1.30	\$1.30	\$1.30
<i>Two-Tiered Single-Family Residential Commodity Charges (for comparison only)</i>				
Tier 1: 0-18 hcf	\$1.35	NA	NA	NA
Tier 2: 18+ hcf	\$1.91	NA	NA	NA

1. Reflects 60% of rate revenue collected from fixed charges, a 25% conservation mandate, and a uniform tier.

CUSTOMER BILL COMPARISONS

Figure 4 provides a comparison of monthly customer bills for current rates and under the proposed and alternative new uniform rates. As noted in this figure, the average consumption levels are higher for the "base-case" current rates, which were developed in 2013, compared to the proposed and alternative new uniform rates, which assume 25% conservation.

Figure 4 – Residential Bill Comparison (Current vs. Proposed and Alternative Uniform Rates)

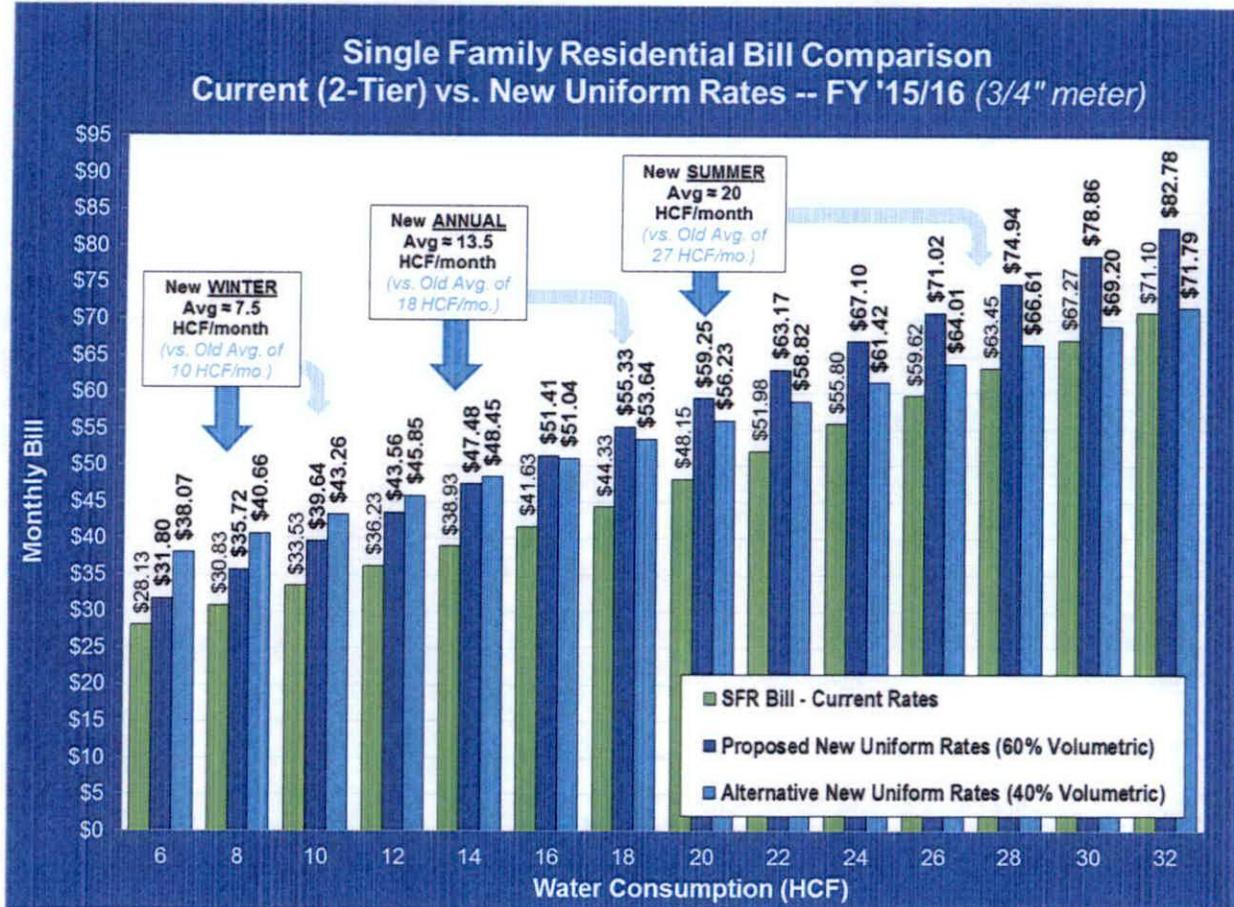
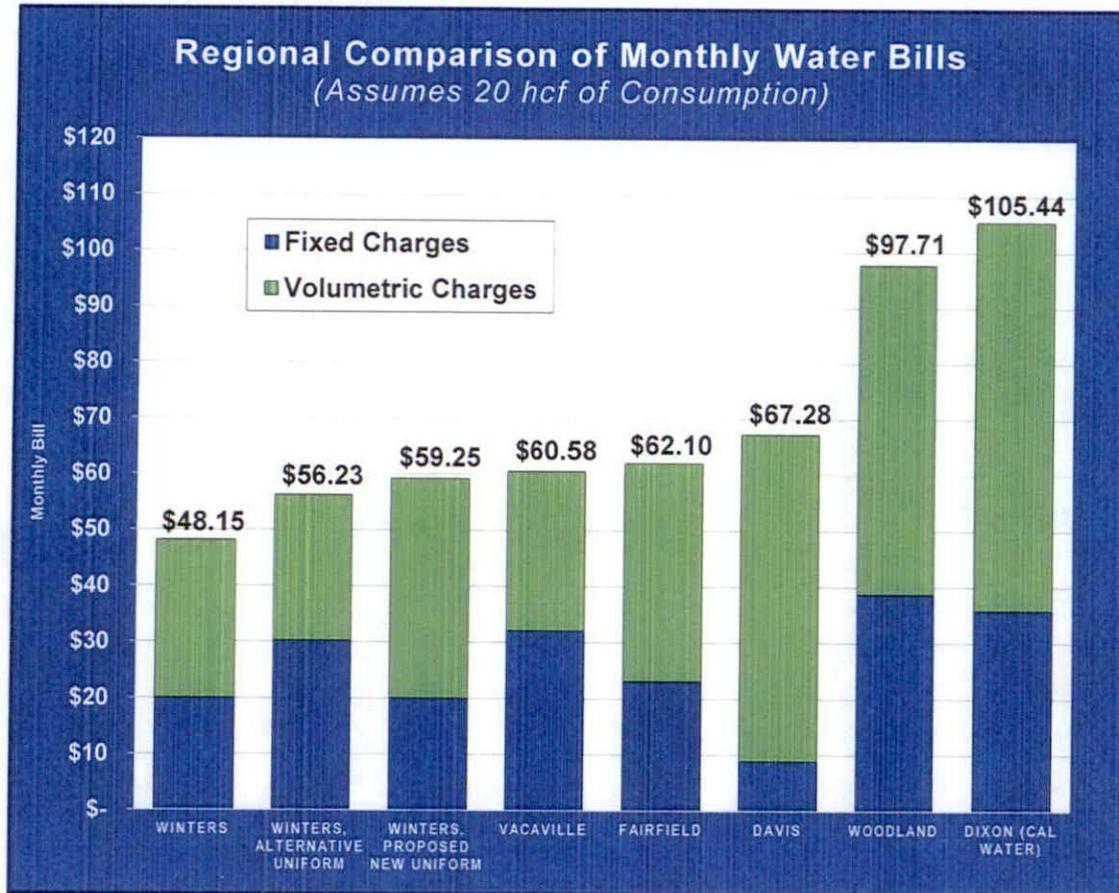


Figure 5 provides a regional comparison of monthly customer bills for the City's current, proposed and alternative new uniform rates, assuming 20 hcf of consumption in each bill. Again, there is the difference between the City's current consumption levels and the assumed (25% lower) consumption level for the new and alternative uniform rates.

Figure 5 – Regional Comparison of Monthly Water Bills



DISCUSSION OF RATE ALTERNATIVES

The proposed and alternative new uniform water rates for City customers presented in Figures 2 through 5 are intended to collect the same amount of revenue from water rates as planned when the 2013 rate study was performed. Besides the differences in assumed consumption levels (2013 consumption levels for current rates are higher than assumed consumption levels for the new uniform rates), the two uniform rate designs have implications for conservation and revenue stability:

- Encouraging Greater Conservation – the proposed rates, which collect 60% of the rate revenue from commodity charges, will encourage a greater level of conservation than the alternative rates, which collect only 40% of rate revenue from commodity charges.
- Providing Revenue Stability – Collecting greater levels of rate revenue from fixed charges provides greater revenue stability (i.e., it's less dependent on water sales, which can fluctuate). Therefore, the proposed rates (40% from fixed charges) offers less revenue stability and the alternative rate structure (60% from fixed charges) offers greater revenue stability.

In the City's case, as with many similar water utilities, there is currently a high priority for achieving a greater level of conservation. Because of this, NBS is of the opinion that the "proposed rates" (which collect 60% of the revenue from volumetric rates vs. 40% for the "alternative rates") is the preferred option. However, the City Council will need to consider and evaluate its own priorities and determine which alternative should be adopted.

CONSULTANT RECOMMENDATIONS

Based on the issues discussed above, NBS recommends the City take the following actions:

- Have the City's legal counsel review the San Juan Capistrano ruling and this technical memorandum and provide advice on a course of action to pursue.
- Have City Council members review this technical memorandum and discuss as needed at the next scheduled City Council meeting on July 7th.
- Consider adopting the "proposed" water rates shown in Figure 2 (NBS' recommendation).
- Assuming the City's legal counsel approves of this action, adopt the new uniform commodity rates and fixed charges presented above in Figure 2.
- Comply with the appropriate Prop 218 requirements by mailing out Prop 218 compliant notices and hold the necessary public hearing after at least a 45-day period to adopt the new uniform-tier water rates (assuming there is not a successful challenge of the new rates). The planned implementation date would be September 1, 2015.

PRINCIPAL ASSUMPTIONS AND CONSIDERATIONS

In preparing this technical memorandum and the opinions and recommendations included herein, NBS has relied on assumptions and considerations regarding financial matters, legal opinions, operating statistics, and other conditions and events, including the City's 2013 water rate study and report (which are incorporated herein by reference). The information and assumptions, including information from City staff, were provided by sources we believe to be reliable; however, NBS has not independently verified such information.

While we believe the use of such information and assumptions is reasonable for the purpose of this brief analysis and technical memorandum, some assumptions will invariably not materialize as stated herein and may vary significantly due to unanticipated events and circumstances. Therefore, the actual results may vary from those projected to the extent that actual future conditions differ from those assumed by us or provided to us by others. Given that, the City should closely monitor future revenues, costs and capital plans to determine if and when any significant variances from the results shown in this report may occur, and take appropriate action to reconcile differences as needed.

APPENDICES

Tables that provide an example of a tiered rate analysis patterned after the requirements involved in the San Juan Capistrano court ruling are included in Appendix A below. Appendix B provides additional background on drought rates.

- Appendix A: Example of Post-San Juan Capistrano Volumetric Rate Analysis Tables
- Appendix B: Documentation of the rate analysis presented herein

APPENDIX A – Example of Post-San Juan Capistrano Volumetric Rate Analysis Tables

Percentage of Revenue from Fixed vs. Variable Charges

Rate Component	Cost Allocation Basis %				Description of Cost Allocation Basis
	'15/16	'16/17	'17/18	'18/19	
<i>Fixed Costs</i>					
Customer Portion of Fixed Charge	100%	100%	100%	100%	<i>of Cost-of-Service Allocation</i>
Capacity Portion of Fixed Charge	26%	29%	34%	41%	<i>of Capacity-Related Costs</i>
<i>Variable Costs</i>					
Volumetric Charge Tier 1	74%	71%	66%	59%	<i>of Capacity-Related Costs + 100% Cost of Produced Water</i>
Volumetric Charge Tier 2	62%	62%	62%	62%	<i>Cost of Imported Water</i>
Volumetric Charge Tier 3	38%	38%	38%	38%	<i>Cost of Imported Water</i>
Volumetric Charge Tier 4	100%	100%	100%	100%	<i>of Tier 4 CIP + \$100K Conservation Program</i>

Percentage of Revenue from Fixed vs. Variable Charges

Component of Water Rate	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
Fixed Charges	22%	25%	28%	31%
Variable Charges	78%	75%	72%	69%
Total	100%	100%	100%	100%

Projected Rate Revenue from Fixed vs. Variable Charges

Projected Revenue from Each Rate Component	FY 2015/16	FY 2016/17	FY 2017/18	FY 2018/19
<i>Fixed Charge</i>	\$ 14,407,347	\$ 16,917,748	\$ 19,819,013	\$ 23,736,200
Volumetric Charge Tier 1	\$ 7,042,446	\$ 7,158,666	\$ 7,341,324	\$ 7,471,638
Volumetric Charge Tier 2	\$ 17,833,251	\$ 18,206,005	\$ 18,617,948	\$ 18,998,258
Volumetric Charge Tier 3	\$ 12,483,500	\$ 12,786,947	\$ 12,886,512	\$ 13,175,203
Volumetric Charge Tier 4	\$ 13,013,032	\$ 13,286,353	\$ 13,372,915	\$ 13,632,104
<i>Variable Charge Subtotal</i>	\$ 50,372,229	\$ 51,437,971	\$ 52,218,699	\$ 53,277,203
Total Rate Revenue	\$ 64,779,575	\$ 68,355,720	\$ 72,037,712	\$ 77,013,403

FY 2015/16 Baseline and Incremental Cost of Water Tiered Rates

Tier 1 Rate	
\$1.59	Tier 1 Base Cost
Tier 2 Rate	
\$1.59	Tier 1 Base Cost
+ \$0.52	Tier 2 Incremental Cost
\$2.11	Total Tier 2 Rates
Tier 3 Rate	
\$1.59	Tier 1 Base Cost
+ \$0.52	Tier 2 Incremental Cost
+ \$0.61	Tier 3 Incremental Cost
\$2.62	Total Tier 3 Rates
Tier 4 Rate	
\$1.59	Tier 1 Base Cost
+ \$0.52	Tier 2 Incremental Cost
+ \$0.61	Tier 3 Incremental Cost
+ \$0.37	Tier 4 Incremental Cost
\$2.99	Total Tier 4 Rates

APPENDIX B – Background on the City’s New Uniform Water Rates

General Background on New Uniform Rates – The new water rates shown in Figures 2 and 3 in this report were developed using the same data, rate model, and analysis that were used in the City’s 2013 rate study, and which were incorporated into the rate study report dated October 3, 2013.

Changes made in the Figure 2 and 3 rates include the following:

- Budget projections and water consumption records were not updated with the exception of incorporating an assumed 25% reduction in water use due to conservation.
- The 2013 rate model was used and revised to accommodate the 25% mandated conservation and uniform (single) tiered volumetric rates.
- The same amount of rate revenue from commodity (volumetric) charges was collected in the new commodity charges, but was collected from water consumption that was reduced by 25%.

Proposed New Uniform Rates (Basic Calculation Tables) – The following tables present the basic tables used in developing the new uniform tiered water rates with a 40%/60% fixed/variable cost split.

ALLOCATION OF WATER REVENUE REQUIREMENTS:

Revised Rates with 40%/60% Fixed/Volumetric Split				
Classification Components	Unadjusted Net Revenue Requirements (2013-14)		Adjusted Net Revenue Requirements (2015-16)	
Commodity-Related Costs	\$ 326,500	24%	\$ 838,241	60%
Capacity-Related Costs	\$ 995,034	72%	\$ 506,284	37%
Customer-Related Costs	\$ 64,575	5%	\$ 41,583	3%
Net Revenue Requirement	\$ 1,386,109	100%	\$ 1,386,109	100%

CALCULATION OF PROPOSED MONTHLY FIXED METER SERVICE CHARGES FOR 2015/16:

Number of Meters by Class and Size ¹	FY 2015/16							Total
	3/4 inch	1 inch	1.5 inch	2 inch	3 inch	4 inch	6 inch	
Single-Family Residential	1,800	-	-	-	-	-	-	1,800
Multi-Family Residential	30	11	6	13	-	5	2	67
Church	4	-	1	4	-	1	-	10
Municipal	10	2	3	10	1	1	-	27
Schools	4	2	3	7	-	-	-	16
Commercial	34	7	12	7	-	-	-	60
Heavy Commercial	2	1	2	6	-	-	-	11
Industrial	2	3	1	4	-	2	-	12
Total Meters/Accounts	1,886	26	28	51	1	9	2	2,003
Hydraulic Capacity Factor ²	1.00	1.60	2.00	4.00	6.00	8.00	20.00	
Total Equivalent Meters	1,886	42	56	204	6	72	40	2,306
Monthly Fixed Service Charges								
Customer Costs (\$/Acct/mo.) ³	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	
Capacity Costs (\$/Acct/mo.) ⁴	\$ 18.30	\$ 29.28	\$ 36.60	\$ 73.20	\$ 109.79	\$ 146.39	\$ 365.98	
Total Monthly Meter Charge	\$ 20.03	\$ 31.01	\$ 38.33	\$ 74.93	\$ 111.52	\$ 148.12	\$ 367.71	
Annual Fixed Costs Allocated to Monthly Meter Charges								
Customer Costs	\$ 41,583							
Capacity Costs	\$ 506,284							
Total Fixed Meter Costs	\$ 547,868							
Annual Revenue from Monthly Meter Charges								
Customer Costs	\$ 39,154	\$ 540	\$ 581	\$ 1,059	\$ 21	\$ 187	\$ 42	\$ 41,583
Capacity Costs	\$ 414,145	\$ 9,135	\$ 12,297	\$ 44,796	\$ 1,318	\$ 15,810	\$ 8,784	\$ 506,284
Total Revenue from Monthly Meter Charges	\$ 453,299	\$ 9,675	\$ 12,878	\$ 45,855	\$ 1,338	\$ 15,997	\$ 8,825	\$ 547,868

1. Number of meters by size and class are from the City’s billing data for November 2011 - October 2012.

2. Source: AWWA M6, Table 5-3. Assumes displacement meters (the previous rate study assumed Class I Turbine meters -- for non-residential customers).

3. Customer costs are allocated to each customer by dividing the total customer costs by the total number of customers.

4. Capacity costs are allocated by meter size and the hydraulic capacity of the meter.

PROPOSED VARIABLE CHARGES FOR 2015/16:

Customer Classes	Number of Accounts ¹	Water Consumption (ccf/yr) ²	Assumed Water Conservation	Adjusted Water Consumption	Target Rev. Req't	% of Total Rate Revenue	Uniform Commodity Rates (\$/ccf)	Proposed Rate Structure
Single-Family Residential	1,800	397,014	25%	297,761	\$ 583,933	42%	\$1.96	Uniform
Multi-Family Residential	67	68,006	25%	51,005	\$ 100,024	7%	\$1.96	Uniform
Church	10	4,663	25%	3,497	\$ 6,858	0%	\$1.96	Uniform
Municipal	27	25,595	25%	19,196	\$ 37,645	3%	\$1.96	Uniform
Schools	16	43,473	25%	32,605	\$ 63,941	5%	\$1.96	Uniform
Commercial	60	15,598	25%	11,699	\$ 22,942	2%	\$1.96	Uniform
Heavy Commercial	11	10,109	25%	7,582	\$ 14,868	1%	\$1.96	Uniform
Industrial	12	5,459	25%	4,094	\$ 8,029	1%	\$1.96	Uniform
Total	2,003	569,917	--	427,438	\$ 838,241	60%		

1. Number of accounts is per billing records for November 2011 through October 2012.

2. Water Consumption is for November 2011 through October 2012.

Alternative New Uniform Rates (Basic Calculation Tables) – The following tables present the basic tables used in developing the new uniform tiered water rates with a 60%/40% fixed/variable cost split.

Revised Rates with 60% / 40% Fixed/Volumetric Split				
Classification Components	Unadjusted Net Revenue Requirements (2013-14)		Adjusted Net Revenue Requirements (2015-16)	
Commodity-Related Costs	\$ 326,500	24%	\$ 554,444	40%
Capacity-Related Costs	\$ 995,034	72%	\$ 790,082	57%
Customer-Related Costs	\$ 64,575	5%	\$ 41,583	3%
Net Revenue Requirement	\$ 1,386,109	100%	\$ 1,386,109	100%

CALCULATION OF PROPOSED MONTHLY FIXED METER SERVICE CHARGES FOR 2015/16:

Number of Meters by Class and Size ¹	FY 2015/16							Total
	3/4 inch	1 inch	1.5 inch	2 inch	3 inch	4 inch	6 inch	
Single-Family Residential	1,800	-	-	-	-	-	-	1,800
Multi-Family Residential	30	11	6	13	-	5	2	67
Church	4	-	1	4	-	1	-	10
Municipal	10	2	3	10	1	1	-	27
Schools	4	2	3	7	-	-	-	16
Commercial	34	7	12	7	-	-	-	60
Heavy Commercial	2	1	2	6	-	-	-	11
Industrial	2	3	1	4	-	2	-	12
Total Meters/Accounts	1,886	26	28	51	1	9	2	2,003
Hydraulic Capacity Factor ²	1.00	1.60	2.00	4.00	6.00	8.00	20.00	
Total Equivalent Meters	1,886	42	56	204	6	72	40	2,306
Monthly Fixed Service Charges								
Customer Costs (\$/Acct/mo.) ³	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	\$ 1.73	
Capacity Costs (\$/Acct/mo.) ⁴	\$ 28.56	\$ 45.69	\$ 57.11	\$ 114.23	\$ 171.34	\$ 228.45	\$ 571.13	
Total Monthly Meter Charge	\$ 30.29	\$ 47.42	\$ 58.84	\$ 115.96	\$ 173.07	\$ 230.18	\$ 572.86	
Annual Fixed Costs Allocated to Monthly Meter Charges								
Customer Costs	\$ 41,583							
Capacity Costs	\$ 790,082							
Total Fixed Meter Costs	\$ 831,665							
Annual Revenue from Monthly Meter Charges								
Customer Costs	\$ 39,154	\$ 540	\$ 581	\$ 1,059	\$ 21	\$ 187	\$ 42	\$ 41,583
Capacity Costs	\$ 646,294	\$ 14,255	\$ 19,190	\$ 69,907	\$ 2,056	\$ 24,673	\$ 13,707	\$ 790,082
Total Revenue from Monthly Meter Charges	\$ 685,448	\$ 14,795	\$ 19,771	\$ 70,965	\$ 2,077	\$ 24,860	\$ 13,749	\$ 831,665

1. Number of meters by size and class are from the City's billing data for November 2011 - October 2012.

2. Source: AWWA M6, Table 5-3. Assumes displacement meters (the previous rate study assumed Class I Turbine meters -- for non-residential customers).

3. Customer costs are allocated to each customer by dividing the total customer costs by the total number of customers.

4. Capacity costs are allocated by meter size and the hydraulic capacity of the meter.

PROPOSED VARIABLE CHARGES FOR 2015/16:

Customer Classes	Number of Accounts ¹	Water Consumption (ccf/yr) ²	Assumed Water Conservation	Adjusted Water Consumption	Target Rev. Req't	% of Total Rate Revenue	Uniform Commodity Rates (\$/ccf)	Proposed Rate Structure
Single-Family Residential	1,800	397,014	25%	297,761	\$ 386,235	28%	\$1.30	Uniform
Multi-Family Residential	67	68,006	25%	51,005	\$ 66,160	5%	\$1.30	Uniform
Church	10	4,663	25%	3,497	\$ 4,536	0%	\$1.30	Uniform
Municipal	27	25,595	25%	19,196	\$ 24,900	2%	\$1.30	Uniform
Schools	16	43,473	25%	32,605	\$ 42,293	3%	\$1.30	Uniform
Commercial	60	15,598	25%	11,699	\$ 15,175	1%	\$1.30	Uniform
Heavy Commercial	11	10,109	25%	7,582	\$ 9,835	1%	\$1.30	Uniform
Industrial	12	5,459	25%	4,094	\$ 5,311	0%	\$1.30	Uniform
Total	2,003	569,917	--	427,438	\$ 554,444	40%		

1. Number of accounts is per billing records for November 2011 through October 2012.

2. Water Consumption is for November 2011 through October 2012.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: July 7, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Downtown Hotel Project Contaminated Soil Disposal

RECOMMENDATIONS:

1) Receive the report from staff regarding the downtown hotel project site soil testing results of the contaminated soil as determined by Wallace Kuhl and Associates under their contract for Professional Services for Environmental Consulting Services to be Used as a Basis for Environmental Mitigation for the Downtown Hotel Construction Project, and 2) Authorize the City Manager to execute a contract for contaminated soil disposal if sufficient information is available as of the July 7th Council meeting

BACKGROUND:

The City is under a Purchase & Sale contract to transfer ownership of property to AKM Railroad LLC in conjunction with the Downtown Hotel project. The City and its' contractors have completed the demolition of the buildings previously on those properties (10-12 Abbey, 314 & 318 Railroad Avenue; aka Fire Department, Cody's, & JJ's). The Purchase and Sale agreement with AKM Railroad LLC calls for the City to deliver a "clean site" at Close of Escrow.

As defined by the Phase 2 Environmental report for City-owned properties, the site had an area that needed to be excavated to address ash and debris under one of the recently demolished buildings, with an additional excavation to confirm and define remediation of a suspected hydraulic lift within one of the buildings formerly on Railroad Avenue. It was subsequently determined by additional excavation that no remediation was required for the suspected hydraulic lift area

The City's Public Works staff did do the excavation, with monitoring and testing performed by specialists from Wallace Kuhl, as authorized by City Council at the June

16, 2015 Council meeting. The contaminated soil was placed on top of a protective barrier of visqueen, with the soil pile covered and protected by an additional layer of plastic to encapsulate it until disposal. Wallace Kuhl subsequently took numerous soil samples to determine the levels of contamination/toxicity of the soil.

FISCAL IMPACTS:

Total contract cost TBD, based on final soil testing results. The issuance of the Professional Services Contract for the disposal of the contaminated soil will have no impact on City's General Fund as it will be treated as an offset to the proceeds of the sale of the property.

likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.

2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.
 - In the event of discovery, salvage of unearthed fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits.
 - Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting.
 - Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens.
 - Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database.
 - Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.5-2 would reduce impacts associated with paleontological resources to a **less-than-significant (LTS)** level because construction workers and operational personnel would be alerted to the possibility of encountering paleontological resources and professionally accepted and legally compliant procedures for the discovery of paleontological resources would be implemented in the event of a find.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

7. **4.6 Geology, Soils, and Hazards – Impact 4.6-7:** Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or

accident conditions involving the release of hazardous materials into the environment during construction. Construction activities associated with implementation of the proposed project could result in the release of hazardous materials to the environment through reasonably foreseeable upset and accident conditions.

Mitigation Measure:

MM 4.6-7

In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.

Level of Significance After Mitigation:

Compliance with existing regulations and implementation of Mitigation Measure 4.6-7 would ensure that construction workers and the general public would not be exposed to any unusual or excessive risks related to hazardous materials during construction activities. As such, impacts associated with the exposure of construction workers and the public to hazardous materials during construction activities would be reduced to a **less-than-significant (LTS)** level.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

8. **4.6 Geology, Soils, and Hazards – Impact 4.6-8:** Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment during operation. Operation of the proposed project would increase the use and transport of

hazardous materials to the project site. Additionally, ongoing ground disturbance during training activities could encounter previously undiscovered hazardous materials. Increased operations at the project site could result in an increased risk of upset and/or accident conditions involving hazardous materials

Mitigation Measure:

MM 4.6-8

In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.

Level of Significance After Mitigation:

Through compliance with federal and state laws setting occupational safety standards, including the emergency preparedness plan identified above, and implementation of Mitigation Measure 4.6-7, the potential for the proposed project to result in a significant hazard to the public or environment during operation would be **less than significant (LTS)**.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

9. **4.9 Noise - Impact 4.9-4:** Exposure to increased ambient noise levels during operation. Equipment used during operation of the proposed project would cause an increase in ambient noise levels affecting adjoining existing and planned land uses in excess of standards established in the City's General Plan or noise ordinance.

Mitigation Measure:

MM4.9-4 a

High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.

MM 4.9-4b

Jackhammer training activities shall be conducted only within the T&D area as proposed.

MM 4.9-4c

Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.

Level of Significance After Mitigation:

Implementation of these mitigation measures in conjunction with the seven-foot-high masonry wall that would be constructed as part of the proposed project would reduce project-related noise levels from both individual noise sources and the combined noise generation of multiple noise sources occurring concurrently to levels that meet the City's noise standards. Because this analysis, which included noise modeling, concluded that with the proposed sound wall and mitigation measures identified above, noise from the proposed training activities during the entire period of daily operation would not exceed any of the City's noise thresholds, operation of the proposed project would not create a noise disturbance. As such the proposed hours of operation are permissible under the noise ordinance. Therefore, this impact would be reduced to a **less-than-significant (LTS)** level.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

10. **4.9 Noise - Impact 4.9-5:** Exposure to increased ambient noise levels during construction. Equipment used during construction of the proposed project would cause an increase in ambient noise levels that may exceed noise standards established in the general plan or noise ordinance.

Mitigation Measure:

MM 4.9-5

All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.

Level of Significance After Mitigation:

Implementation of this mitigation measure would provide compliance with the provisions of the City's Noise Ordinance. Therefore, this impact would be reduced to a **less-than-significant (LTS)** level.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

11. **Transportation and Circulation – Impact 4.11-2:** Intersection level of service impacts (existing plus approved plus project). Under the existing plus approved plus project scenario, traffic conditions would degrade from LOS D to unacceptable LOS E conditions at the East Grant Avenue (SR 128)/I-505 Southbound Ramps (during the p.m. peak hour). All other intersection would operate acceptably.

Mitigation Measure:

MM 4.11-2

Prior to operation of the proposed project, the applicant shall contribute traffic impacts fees consistent with the City's Traffic Impact Fee Program for the installation of a traffic signal at the East Grant Avenue (SR 128)/I-505 Southbound Ramps. The installation of a traffic signal at this intersection is included in the City's Impact Fee Program as well as the adopted Complete Streets Concept Plan for SR 128/Grant Avenue/Russell Boulevard (December 2010) that was prepared for Caltrans and the City of Winters, and adopted by the Winters City Council in February 2011. Further, sufficient right of way is available for the improvement. The installation of a traffic signal at this location will be triggered by a combination of new development activity in the I- 505/Grant Avenue planning area and/or the addition of through trips generated by other cumulative development. The signal shall be triggered by 50 percent of approved developments plus a total of 630 p.m. peak hour trips generated by development within the I- 505/Grant Avenue planning area. When these future volume triggers are met, a formal traffic signal warrant analysis shall be prepared to evaluate all the designated criteria and determine if sufficient warrants are met, or if additional growth can occur. When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.

Level of Significance After Mitigation:

As the improvements identified above are included as part of the City's Traffic Impact Fee Program, the contribution of traffic impact fees consistent with the City's program would be considered adequate mitigation under CEQA. The amount of fees shall be determined based on the size/square footage of facilities to be constructed. Implementation of Mitigation Measure 4.11-2 would reduce this impact to a **less-than-significant (LTS)**. With installation of the signal, this intersection would operate at LOS A during the a.m. peak hour and LOS C during the p.m. peak hour, which would be acceptable based on applicable standards.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

12. **Transportation and Circulation – Impact 4.11-3:** Intersection level of service impacts (cumulative). Under the cumulative plus project scenario, the East Grant Avenue/Timbercrest Road intersection would operate unacceptably during both the a.m. and p.m. peak periods, with the project exacerbating the delays at this intersection by more than five seconds. All other intersections would operate acceptably.

Mitigation Measure:

MM 4.11-3

The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.11-3 would reduce this impact to a **less-than-significant (LTS)** level because installation of a signalized intersection would improve the operation of the intersection from LOS F to LOS C (under cumulative conditions) during the a.m. and p.m. peak hours, which would be acceptable based on applicable standards.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

13. **Transportation and Circulation – Impact 4.11-7:** Emergency vehicle access impacts. The internal service/fire road would provide adequate emergency vehicle access throughout the project site. For emergency vehicles entering/exiting the project site, two access points would be provided: at a new intersection at East Grant Avenue and Timbercrest Road (to be constructed as part of the project) and at the existing East Grant Avenue/Matsumoto Lane intersection; however, the existing traffic signal at the East Grant Avenue/Matsumoto Lane intersection does not currently have signal indications for northbound traffic.

Mitigation Measure:

MM 4.11-7

Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach). The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.11-7 would reduce this impact to a **less-than-significant (LTS)** level because acceptable emergency vehicle access would be provided.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

14. **Transportation and Circulation – Impact 4.11-8:** Construction-related traffic impacts. Project construction would generate temporary construction worker truck trips, which would use local roadways and may cause lane closures, damage to roadways, and increased conflicts with bicyclists and pedestrians.

Mitigation measure:

MM 4.11-8

Develop and implement a Construction Traffic Management Plan. The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards:

- guidance on the number and size of trucks per day entering and leaving the project site;
- identification of arrival/departure times that would minimize traffic impacts;

- approved truck circulation patterns;
- locations of employee parking and methods to encourage carpooling and use of alternative transportation;
- methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions);
- criteria for use of flaggers and other traffic controls;
- preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas;
- monitoring for roadbed damage and timing for completing repairs; and
- preservation of emergency vehicle access.

Level of Significance After Mitigation:

Implementation of Mitigation Measure 4.11-8 would reduce this impact to a **less-than-significant (LTS)** level because the potential adverse effects of project construction on local vehicle, bicycle, and pedestrian travel would be substantially reduced through maintenance of existing facilities and appropriate signage/flagging to prevent conflicts.

Findings:

The foregoing mitigation measure has been or will be included as a condition of approval. The City Council finds that the project will avoid or substantially lessen the potentially significant impact as identified in the EIR.

C. Impacts Found to be Significant and Unavoidable

The proposed project would result in no significant unavoidable environmental impacts.

VI. PROJECT ALTERNATIVES

Although the FEIR concludes that the Project impacts are less than significant or can be mitigated to a level less than significant, the DEIR includes a discussion of alternatives.

As set forth in greater detail in Section 6.3 of the DEIR, this evaluation included an offsite location (Pleasant Creek Gas Storage Field), but this site would require extensive offsite improvements and likely greater impacts to hazards, air quality, greenhouse gas emission, traffic and biological resources. The City also considered an onsite alternative with an east-west orientation, but that option while benefitting the Putah Creek environment, would place the project in greater proximity to residential uses, likely leading to increase noise and land use conflicts.

The FEIR examines evaluates four alternatives: no project-no development; no project-development consistent with the general plan; reduced Project, and offsite alternative (within the

city limits.) These alternatives are examined at length in section 6.4 of the EIR and this discussion and conclusions are incorporated by reference herein.

All impacts from the proposed project would be less-than-significant with implementation of mitigation recommended in this Draft EIR. No residual significant and unavoidable impacts would occur. In almost all environmental issue areas, the No Project, No Development Alternative would be environmentally superior to the proposed project. However, as discussed above, the No Project, No Development Alternative would not be consistent with the General Plan land use designation for the site or policies associated with employment or jobs/housing balance because the project site, which is identified for an employment-generating land use, would not be developed. Further, this alternative would not meet any of the objectives of the applicant or the City.

Consistent with State CEQA Guidelines (CCR Section 15126.6 [e][2]) because the environmentally superior alternative was identified as the No Project Alternative, another environmentally superior alternative shall be identified among the other alternatives. Based on the environmental analysis contained in this Draft EIR, Alternative 3 is considered environmentally superior among the remaining alternatives because it would reduce most of the proposed project's impacts, including aesthetic, air quality, agricultural resources, cultural resources, GHG, noise, public services, transportation, and utilities; and could eliminate the project's significant VELB impacts. While Alternative 3 would meet most of the project applicant's objectives, Alternative 3 would not be able to serve the same student population on an annual basis and, therefore, would not meet long-term training throughput goals for PG&E, and would be contrary to the main goal of consolidating all primary gas training at a main campus. Further, this alternative may be potentially infeasible from a financial perspective because it may require the project applicant to develop another facility in a separate location.

Alternative 2 would not be environmentally superior to the proposed project because it would result in greater biological, cultural, and GHG impacts and potentially significant and unavoidable traffic impacts. Alternative 2 also would not meet the objectives of the project applicant related to the provision of a centrally located gas operations training facility for PG&E.

Alternative 4 would result in potentially greater air quality, public services, transportation, utilities, hydrology, and water quality impacts compared to the proposed project. Additionally, Alternative 4 would not achieve the City's objective for providing additional recreational amenities consistent with the Putah Creek Nature Park Master Plan, but it would also not preclude future implementation of such amenities as part of a separately planned and evaluated effort. Further, this alternative may be potentially infeasible because the applicant does not own the site and may not be able to acquire the site for development.

VII. OTHER IMPACTS AND CONSIDERATIONS

SIGNIFICANT ENVIRONMENTAL EFFECTS THAT CANNOT BE AVOIDED

Chapter 4 of the FEIR, "Environmental Setting, Environmental Impacts, and Mitigation Measures," provides a description of the potential environmental impacts of the project and recommends various mitigation measures to reduce impacts, to the extent feasible. Chapter 5, "Cumulative Impacts," discusses whether the incremental effects of this project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. After implementation of the recommended mitigation measures, all of the impacts associated with development of the proposed project would be reduced to a less-than-significant level. The proposed project would result in no significant unavoidable environmental impacts.

SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Development of the proposed project would result in the continued commitment of the City of Winters to business related development, thereby precluding any other uses of the project site for the lifespan of the project. As discussed previously, the City of Winters General Plan identified the project site as an area for Highway Service Commercial and Business Industrial Park due to its location near I-505 as an area which possesses opportunities for regional accessibility. Although any proposed development, like that of the proposed project, would further the City's commitment of the project site to business-related development, and may very well reduce the footprint of development at the site compared to the currently approved uses, the project would commit future generations to the training center uses at the site as well as commit nonrenewable sources to the construction and operation of the site.

Resources that would be permanently and continually consumed by project implementation include water, electricity, natural gas, and fossil fuels; however, the amount and rate of consumption of these resources would not result in significant environmental impacts related to the unnecessary, inefficient, or wasteful use of resources. For instance, with respect to water usage, the proposed landscaping would comply with Leadership in Energy and Environmental Design (LEED®) and U.S. Green Building Council (USGBC) requirements for water efficiency. Similarly, LEED certification would ensure that the project is energy efficient. Notwithstanding these project benefits, construction and operational activities related to the proposed project would result in the irretrievable commitment of nonrenewable energy resources, primarily in the form of fossil fuels (including fuel oil), natural gas, and gasoline for automobiles and construction equipment.

With respect to operational activities, compliance with all applicable building codes, as well as project mitigation measures or project requirements, would ensure that all natural resources are conserved or recycled to the maximum extent feasible. For example and as noted in Chapter 3, "Project Description," heavy-duty construction equipment used for training courses would meet Tier 3 engine emissions standards, which would minimize air emissions associated with project operation. It is also possible that new technologies or systems would emerge, or would become more cost-effective or user-friendly, that would further reduce the site's reliance upon nonrenewable natural resources. Nonetheless, even with implementation of conservation measures, consumption of natural resources would generally increase with implementation of the proposed project.

In addition, a long-term increase in the demand for electrical resources would occur. However, the proposed project would not involve a wasteful or unjustifiable use of energy or other resources, and energy conservation efforts would also occur with the proposed construction and operation of the GOTTC. As noted in Chapter 3, "Project Description," the proposed GOTTC would meet Title 24 and LEED standards with respect to building design and features, such as LED lighting and would be solar-ready. PG&E is currently targeting achieving LEED Silver standards as part of the proposed project, which exceeds current building code requirements for energy efficiency. Therefore, the use of energy on site would occur in an efficient manner.

GROWTH-INDUCING IMPACTS

Implementation of the proposed project would foster short-term and long-economic growth associated with construction and operational employment opportunities. Construction would begin in the summer of 2015 and extend for approximately 15 months. During construction, the estimated peak level of construction workers at any given time is estimated to be approximately 30 workers. Construction workers who live outside of the City of Winters or Yolo County would not likely relocate to the City of Winters for a temporary job. During operation, approximately 210 individuals would occupy the campus daily, including staff, faculty, and students. The project would provide 63 new jobs within the City of Winters. A number of the faculty and staff (approximately 40 people) would include people already employed by PG&E. Given many of them live in the Bay Area, it is not expected that they would relocate to the City of Winters, although that may change over time. Students would train for a limited period of time and thus, would not be expected to relocate their residences to the City of Winters. New staff members could include people hired locally and regionally, but this is not expected to be significant or adverse given the limited employment opportunities resulting from project implementation. As a result, the project would not contribute directly to substantial population growth.

The proposed project would also not remove barriers to population growth because no new or expanded (beyond what is currently planned by local jurisdictions) public infrastructure facilities would be installed. The proposed project would directly connect to existing utility infrastructure (water, wastewater, natural gas, and electricity) and would not facilitate additional development. The proposed drainage channel would be an important long-term infrastructure component that is necessary for future growth in the northern portions of town, however, as noted in Chapter 3, "Project Description," the proposed channel would be constructed to accommodate currently planned growth only and would not, as part of the proposed project, be constructed to its ultimate depth or configuration. The proposed trail improvements also involve implementation of previously planned recreational amenities to serve existing and planned populations, and would not be considered to remove a barrier to future growth within the City or region.

Although the proposed project would foster some economic and potentially minor population growth associated with new employment opportunities associated with the proposed GOTTC, this growth would not substantially affect the ability of public service providers to serve their existing customers, as shown in Section 4.10, "Public Services and Recreation." This growth would be spread between the City of Winters and other adjacent communities (including the Cities of Woodland, Davis, Vacaville, and Dixon and Yolo and Solano Counties) and would not result in an increased demand for housing in localized areas. The population and employment

growth expected with project implementation would be minor, and would not exceed the projections of local general plans in the communities surrounding the project site. Additionally, the proposed project would not extend infrastructure and public services to serve areas outside of the project site.

In conclusion, the proposed project has the potential to stimulate the economy both directly (by providing jobs) and indirectly (by creating a demand for local goods and services) in the region. Because of the general availability in the labor market and current unemployment rates, there would be an opportunity to fill some positions with local hires, while other positions would be filled by new employees that may locate themselves within the region. This immigration would not substantially affect housing growth because new housing demands generated by the proposed project would account for only a small percentage of existing housing. Further, the proposed project would not meaningfully affect employment or other growth in the region, given the size of the regional economy. Therefore, the proposed project would not contribute to substantial population growth, and there is no need to analyze impacts of growth beyond those included and evaluated in Chapter 5, "Cumulative Impacts."

VIII. ABSENCE OF SIGNIFICANT NEW INFORMATION REQUIRING RECIRCULATION OF THE FINAL EIR

CEQA Guidelines §15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of a Draft EIR, but before certification. Such new information includes:

(i) significant changes to the project; (ii) significant changes in the environmental setting; or (iii) significant additional data or other information. Section 15088.5 further provides that U[n]ew information added to an EIR is not 'significant' unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement."

No new or substantial changes to the FEIR were proposed as a result of the public comment process. The FEIR responds to comments and makes only minor technical changes, clarifications or additions to the FEIR. The minor changes, clarifications, or additions to the FIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, recirculation of the FEIR is not required

IX. SUMMARY

A. Based on the foregoing Findings and the information contained in the record, the City has made one or more of the following findings with respect to each of the potentially significant impacts of the Project:

1. Changes or alternatives have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

B. Based on the foregoing Findings and the information contained in the record, it is determined that: significant effects on the environment due to the Project will be eliminated or substantially lessened.

4 MITIGATION MONITORING AND REPORTING PROGRAM

In accordance with the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et seq.), the City of Winters (City) prepared an Environmental Impact Report (EIR) SCH 2014032005 that identified fifteen potentially significant impacts with regard to Aesthetics; Biological Resources; Cultural Resources; Geology, Soils, and Hazards; and Traffic and Circulation. The EIR also identifies mitigation measures that would reduce the identified impacts to a less-than-significant level, or that would eliminate these impacts all together.

CEQA Guidelines require public agencies "to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR identifies potential significant adverse impacts related to the project implementation, and mitigation measures have been identified to reduce those impacts. Adoption of the MMRP would occur along with approval of the project.

4.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner before and during project construction and operation. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements. The attached table has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies individual mitigation measures, monitoring/mitigation timing, person/agency responsible for implementing each measure, monitoring and reporting procedures, and provides space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

4.2 ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to a licensed contractor or other designated agent. *[The areas in grey shading indicate that enforcement is required by an agency other than the City, and therefore no verification is required.]*

The City would be responsible for overall administration of the MRRP and for verifying that City staff members and/or the construction contractor has completed the necessary actions for each measure. The City would designate a project manager to oversee implementation of the MMRP. Duties of the project manager include the following:

- ▲ ensure routine inspections of the construction site are conducted by appropriate City staff; check plans, reports, and other documents required by the MMRP; and conduct report activities;
- ▲ serve as a liaison between the City and the contractor or project applicant regarding mitigation monitoring issues;
- ▲ complete forms and maintain reports and other records and documents generated for the MMRP; and
- ▲ coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

The responsible party for implementation of each item would identify the staff members responsible for coordinating with the City on the MMRP.

4.3 REPORTING

The City's project manager shall prepare a monitoring report upon completion of the project describing the compliance of the activity with the required mitigation measures. Information regarding inspections and other requirements shall be compiled and explained in the report. The report shall be designed to simply and clearly identify whether mitigation measures have been adequately implemented. At a minimum, each report shall identify the mitigation measures or conditions to be monitored for implementation, whether compliance with the mitigation measures or conditions has occurred, the procedures used to assess compliance, and whether further action is required. The report shall be presented to the City Council.

4.4 MITIGATION MONITORING AND REPORTING PLAN TABLE

The categories identified in the attached MMRP table are described below.

- ▲ Mitigation Measure – This column provides the text of the mitigation measures identified in the approved EIR.
- ▲ Timing – this column identifies the time frame in which the mitigation will be implemented.
- ▲ Implementing Party/Agency – this column identified the party responsible for implementation of the mitigation.
- ▲ Enforcement/Monitoring Party/Agency – this column identifies the party responsible for enforcing compliance with the requirements of the mitigation measure.
- ▲ Monitoring Frequency – this column identifies the frequency of monitoring of mitigation measure implementation that should be undertaken by the enforcement/monitoring party/agency.
- ▲ Dated Signature for Verification of Compliance – this column is to be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure.

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
4.1 Aesthetics					
<p>Mitigation Measure 4.1-2 In coordination with the City, and subject to the approval of the City Engineer and City Planner, the applicant shall redesign the proposed 100-foot channel design to free up adequate space for additional landscaping and irrigation of the sound wall and along the east/west portion of the drainage channel along the Putah Creek corridor. The width of the maintenance roads and channel shall be modified to free up a minimum of two-feet against the proposed sound wall for landscaping and irrigation, and maximize additional area on the south side of the channel for native landscaping, the trail connection, and recreational amenities consistent with the Putah Creek Nature Park Master Plan. One intent of the redesign is to result in a design that would not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned.</p> <p>The applicant shall design and install the revised channel cross-section and provide a revised landscaping plan that includes additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan. The revised design must include the segment of the Upper Putah Creek trail extending from I-505 west between the channel and Putah Creek (approximately 600 linear feet) and connect north along the channel to intersect with East Grant Avenue. The project applicant shall fund the installation of the described expanded native landscaping, including vines and other landscaping to soften and hide the sound wall. Vegetation near the sound wall shall be selected based on its ability to screen the proposed wall associated with the GOTTC. Vegetation in the area between the drainage channel and existing Putah Creek riparian corridor shall be selected based on ability to provide an appropriate transition from the drainage facility to the existing Putah Creek habitat. Landscaping shall include native vegetation within the redesigned channel and open space area south of the drainage channel. The City of Winters shall review/approve the proposed landscaping prior to implementation.</p>	Prior to issuance of grading permits	PG&E	City of Winters	One time	
4.4 Biological Resources					
<p>Mitigation Measure 4.4-2a The project applicant shall implement the following measures to avoid or minimize potential loss of migratory bird nests:</p>					

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
a. For construction activities occurring between February 15 and August 31, the project applicant shall retain a qualified biologist to conduct preconstruction surveys for nesting migratory birds (including raptors) and to identify active nests on and within 0.25 mile of the project site. The surveys shall be conducted no more than 14 days before the beginning of ground disturbing activities.	Within two weeks of initiation of construction	PG&E	City of Winters	One time	
b. If active nests are found, the qualified biologist shall determine an adequate buffer for the species and nest by referring to PG&E's Avian Conservation Strategy (ICF International and H. T. Harvey and Associates, 2013). No project activity shall commence within the buffer area until the qualified biologist confirms that any young have fledged and the nest is no longer active. If this is not feasible, consultation with CDFW or USFWS (depending on species) shall be required. Monitoring of the nest by a qualified biologist shall be required if the activity has potential to adversely affect the nest.	During construction	PG&E	City of Winters, in consultation with CDFW or USFWS as necessary	As needed/ upon observance	
Mitigation Measure 4.4-2b					
The project applicant shall implement the following measures to avoid or minimize impacts to burrowing owl nest sites and foraging habitat.					
a. The project applicant shall retain a qualified biologist to conduct preconstruction surveys on and within 500 feet of the project site no more than 30 days prior to ground-disturbing activities. If no occupied burrows are found in the survey area, a letter report documenting survey methods and findings shall be submitted to CDFW and no further mitigation shall be required.	No less than 30 days prior to initiation of construction	PG&E	CDFW	One time	
b. If an active burrow is found during the nonbreeding season, (September 1 through January 31), the project applicant shall consult with CDFW regarding protection buffers to be established around the occupied burrow and maintained throughout construction activities.	During construction	PG&E	CDFW	As needed/ upon observance	
c. If an active burrow is found during the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 1,500-foot protective buffer unless a qualified biologist verifies through noninvasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. The 1,500-foot buffer may be reduced if a broad-scale, long-term, monitoring program acceptable to CDFW is implemented to ensure burrowing owls are not detrimentally affected. Once the fledglings are capable of independent survival, the owls can be evicted and the burrow can be destroyed per the terms of a CDFW-approved burrowing owl exclusion plan developed by the project proponent.	During construction	PG&E	CDFW	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p>d. If active burrowing owl nests are found on the project site and are destroyed by project implementation, the project applicant shall mitigate the loss of occupied habitat in accordance with guidance provided in the City's Habitat Mitigation Program and the CDFW 2012 Staff Report, which states that permanent impacts to nesting, occupied and satellite burrows, and burrowing owl habitat shall be mitigated such that habitat acreage, number of burrows, and burrowing owls impacted are replaced through permanent conservation of comparable or better habitat with similar vegetation communities and burrowing mammals (e.g., ground squirrels) present to provide for nesting, foraging, wintering, and dispersal. The project applicant shall retain a qualified biologist to develop a burrowing owl mitigation and management plan that incorporates the following goals and standards:</p> <ul style="list-style-type: none"> i. Mitigation lands shall be selected based on comparison of the habitat lost to the compensatory habitat, including type and structure of habitat, disturbance levels, potential for conflicts with humans, pets, and other wildlife, density of burrowing owls, and relative importance of the habitat to the species range wide. ii. If feasible, mitigation lands shall be provided adjacent or proximate to the project site so that displaced owls can relocate with lowered risk of take. Feasibility of providing mitigation adjacent or proximate to the project site depends on availability of sufficient suitable habitat to support displaced owls that may be preserved in perpetuity. iii. If suitable habitat is not available for conservation adjacent or proximate to the Project site, mitigation lands shall be focused on consolidating and enlarging conservation areas outside of urban and planned growth areas and within foraging distance of other conservation lands. Mitigation may be accomplished through purchase of mitigation credits at a CDFW-approved mitigation bank, if available. If mitigation credits are not available from an approved bank and mitigation lands are not available adjacent to other conservation lands, alternative mitigation sites and acreage shall be determined in consultation with CDFW. iv. If mitigation is not available through an approved mitigation bank and shall be completed through permittee-responsible conservation lands, the mitigation plan shall include mitigation objectives, site selection factors, site management roles and responsibilities, vegetation management goals, financial assurances and funding mechanisms, performance standards and success criteria, monitoring and reporting protocols, and adaptive management measures. Success shall be based on the number of adult burrowing owls and pairs using the site and if the numbers are maintained over time. Measures of success shall include site tenacity, number of adult owls present and reproducing, colonization by burrowing owls from elsewhere, changes in distribution, and trends in stressors. 	During construction	PG&E	City of Winters	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
Mitigation Measure 4.4-4					
The project applicant shall implement the following measures to avoid, minimize, and mitigate impacts on valley elderberry longhorn beetle:					
a. Prior to construction, a minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than one-inch diameter at ground level shall be maintained to avoid direct impacts. The buffer area shall be fenced with high visibility construction fencing prior to commencement of ground-disturbing activities and shall be maintained for the duration of construction activities. No seating or impermeable features shall be placed within the 20-foot buffer. Planting of native riparian vegetation may occur within the 20-foot buffer as long as it does not impact the elderberry shrubs.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observance	
b. Prior to construction, erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observance	
c. Prior to construction, instruct work crews about the status of the beetle and the need to protect the elderberry plant.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observance	
d. Project activities, such as truck traffic or other use of machinery, shall not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected.	During construction	PG&E	City of Winters	As needed/ upon observance	
e. Areas that are disturbed temporarily shall be restored to pre-disturbance conditions. Erosion control measures shall be implemented to restore areas disturbed within 100 feet of elderberry shrubs.	During construction	PG&E	City of Winters	As needed/ upon observance	
f. Herbaceous vegetation trimming may occur from July through April to reduce fire hazard. No mowing shall occur within five feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (i.e., stripping away bark through careless use of mowing/trimming equipment).	During construction	PG&E	City of Winters	As needed/ upon observance	
g. Upon final design of the extension of Upper Putah Creek Trail, a qualified biologist shall review final design plans and construction methods. Should the final design of recreational improvements (i.e. trails) be proposed within the 20-foot buffer, the City shall contact USFWS to determine appropriate conservation measures such that no net loss of elderberry shrubs would occur.	Prior to issuance of grading permits for the Upper Putah Creek Trail Extension	PG&E/ City of Winters	City of Winters USFWS, if necessary	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
4.5 Cultural Resources					
Mitigation Measure 4.5-1					
1. In the event that any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, are discovered during construction or on-site training activities within the equipment training area, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained by the project applicant to assess the significance of the find. If the find is determined to be significant by the qualified archaeologist (i.e., because it is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall develop appropriate procedures to protect the integrity of the resource and ensure that no additional resources are affected. Procedures could include but would not necessarily be limited to preservation in place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.	During construction	PG&E	City of Winters	As needed/ upon observance	
2. If the archaeologist determines that some or all of the affected property qualifies as a Native American Cultural Place, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code Section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code Section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist shall recommend to the applicant potentially feasible procedures that would preserve the integrity of the site or minimize impacts on it.	During construction	PG&E	City of Winters	As needed/ upon observance	
3. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor shall immediately halt potentially damaging excavation in the area of the burial and notify the County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). Following the coroner's findings, the archaeologist, and the NAHC-designated Most Likely Descendent shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.	During construction	PG&E	City of Winters	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p>Mitigation Measure 4.5-2</p> <p>1. The project applicant shall retain a qualified paleontologist to conduct an on-site training that will alert all construction personnel and operational staff involved in equipment training about the possibility of encountering fossils. The appearance and types of fossils likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.</p>	Prior to initiation of construction	PG&E	City of Winters	One time	
<p>2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.</p> <ul style="list-style-type: none"> ▲ In the event of discovery, salvage of unearthed fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits. ▲ Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting. ▲ Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens. ▲ Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database. ▲ Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection. 	During construction	PG&E	City of Winters	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
4.6 Geology, Soils, and Hazards					
<p>Mitigation Measure 4.6-7 In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/ upon observance	
<p>Mitigation Measure 4.6-8 In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/ upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.					
4.9 Noise					
Mitigation Measure 4.9-4a High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.	Prior to initiation of operation	PG&E	City of Winters	One time	
Mitigation Measure 4.9-4b Jack hammer training activities shall be conducted only within the T&D area as proposed.	Prior to initiation of operation	PG&E	City of Winters	One time	
Mitigation Measure 4.9-4c Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.	Prior to initiation of operation	PG&E	City of Winters	One time	
Mitigation Measure 4.9-5 All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.	During construction	PG&E	City of Winters	Weekly	
4.11 Transportation and Circulation					
Mitigation Measure 4.11-2 Prior to operation of the proposed project, the applicant shall contribute traffic impacts fees consistent with the City's Traffic Impact Fee Program for the installation of a traffic signal at the East Grant Avenue (SR 128)/I-505 Southbound Ramps. The installation of a traffic signal at this intersection is included in the Complete Streets Concept Plan for SR 128/Grant Avenue/Russell Boulevard (December 2010) that was prepared for Caltrans and the City of Winters, and adopted by the Winters City Council in February 2011. Further, sufficient right of way is available for the improvement. The installation of a traffic signal at this location will be triggered by a combination of new development activity in the I-505/Grant Avenue planning area and/or the addition of through trips generated by other cumulative development. The signal shall be triggered by 50 percent of approved developments plus a total of 630 p.m. peak hour trips generated by development within the I-505/Grant Avenue planning area. When these future volume triggers are met, a formal	Prior to issuance of grading permit	PG&E	Caltrans	Upon triggering of signal	

Table 4-1

Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
traffic signal warrant analysis shall be prepared to evaluate all the designated criteria and determine if sufficient warrants are met, or if additional growth can occur. When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.					
Mitigation Measure 4.11-3 The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
Mitigation Measure 4.11-7: Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach). The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement.	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
Mitigation Measure 4.11-8: Develop and implement a Construction Traffic Management Plan. The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards: ▲ guidance on the number and size of trucks per day entering and leaving the project site; ▲ identification of arrival/departure times that would minimize traffic impacts; ▲ approved truck circulation patterns; ▲ locations of employee parking and methods to encourage carpooling and use of alternative transportation; ▲ methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions); ▲ criteria for use of flaggers and other traffic controls; ▲ preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas; ▲ monitoring for roadbed damage and timing for completing repairs; and ▲ preservation of emergency vehicle access.	Prior to issuance of grading permit	PG&E	City of Winters Department of Public Works Caltrans	One time	

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RESOLUTION NO.2015-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING (1) AMENDMENT TO THE WINTERS GENERAL PLAN, (2) A CONDITIONAL USE PERMIT, (3) A PARCEL MAP, (4) SITE PLAN/DESIGN REVIEW, AND (5) AN AMENDMENT TO THE CITY'S 2008 STORM DRAINAGE MASTER PLAN IN CONNECTION WITH THE DEVELOPMENT OF THE WINTERS PG&E GAS OPERATIONS TECHNICAL TRAINING CENTER (GOTTC), MAKING CERTAIN FINDINGS IN CONNECTION WITH SUCH APPROVALS, AND FINDING THE PROPOSED CONSTRUCTION OF THE STORM WATER CHANNEL ADJACENT TO THE GOTTC TO BE CONSISTENT WITH GENERAL PLAN POLICY VI.D.1 RELATED TO THE CITY'S REQUIREMENT FOR A 100-FOOT OPEN SPACE BUFFER ALONG PUTAH CREEK

WHEREAS, Pacific Gas and Electric ("PG&E") has submitted an application to reconfigure and develop certain property comprised of 55.2 acres located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue (also known as State Route 128) to accomplish the following: (1) Construct, operate, and maintain a natural gas vocational training center totaling 106,740 sf on approximately 29.4 acres; (2) Construct and dedicate to the City for operation and maintenance a storm drainage channel and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system; (3) Construct and dedicate to the City for operation and maintenance a signalized extension of Timbercrest Road (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the City. As a part of these improvements PG&E would construct a sidewalk and a bicycle path along East Grant Avenue to East Main Street; (4) Create two remainder lots totaling approximately 16.2 acres to be retained by the current owner (McClish) with no proposed development or land use approvals at this time; (5) Provide funding for the design and installation (by others, through cooperative efforts with the city and local volunteer groups) of native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the Putah Creek Open Space buffer proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor; and (6) The City or other parties would construct the future segment of the Upper Putah Creek Trail along the rear of the McClish remainder parcel, within the 100-foot open space buffer along the existing vegetation line of the Putah Creek Corridor. This segment constitutes the final segment of the planned trail extending from downtown Winters to I-505 (collectively, the "Project"); and

WHEREAS, in furtherance of the Project PG&E has requested that the Winters General Plan be amended to make the following changes to the General Plan's Land Use Diagram: (1)

the current land use designations for the property to be developed with the GOTTC be amended from Highway Service Commercial (HSC) and Business/Industrial Park (BIP) to Public/Quasi-Public (PQP), (2) the current land use designation for certain property to be dedicated to the City be amended from HSC and BP to Open Space (OS), (3) the current land use designation for certain property currently designated as BIP be amended to City right-of-way; and

WHEREAS, the Project as proposed further requires a Parcel Map to subdivide the McClish parcel into three private lots (Lot 1, Lot 2, and Lot 3), vacate public right-of-way and a 60-foot public utility easement, offer to dedicate to the City, in fee, two public lots (Lot A and Lot B), offer to dedicate to the City a 35-foot public utility easement, offer to dedicate to the City a 35-foot emergency vehicle access easement, offer to dedicate to the City a 15-foot trail easement, and offer to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue; and

WHEREAS, in furtherance of the Project, the City Council is concurrently considering certain amendments to the Zoning Code and Zoning Map of the City of Winters that will, among other things, rezone the property upon which the GOTTC will be developed to a Public/Quasi-Public zoning designation, to add a new use classification under Section 17.08.060 of the Zoning Code for a "Vocational Training Facility" and adds Vocational Training Facility as a conditional use in the PQP zoning district; and

WHEREAS, PG&E has applied for a Conditional Use Permit for the GOTTC in anticipation of approval of the Zoning Code amendments as described above; and

WHEREAS, the Project further requires Site Plan/Design Review pursuant to Sections 17.36.020 and 17.80.010 of the City Zoning Code and consistent with the Grant Avenue Design Guidelines, which are applicable to the Project; and

WHEREAS, the Project further requires certain amendments to the City of Winters 2008 Storm Drainage Master Plan to make changes to certain improvements designated in the Master Plan; and

WHEREAS, over the past eighteen months the Project has been discussed at great length and in great detail in twenty-seven separate public meetings or hearings held by the City Council, Planning Commission, other City committees and other interested groups, including but not limited to the City Hispanic Advisory Committee, the Winters Putah Creek Committee, the City Design Review Committee, and the Winters Chamber of Commerce, during which members of the public have had the opportunity to provide comments on the Project to both PG&E and the City; and

WHEREAS, on June 11, 2015, the Planning Commission of the City of Winters ("Planning Commission") conducted a duly noticed public hearing on the Project and all approvals and entitlements required in furtherance of the Project, at which time all persons wishing to testify in connection with the Project were heard and the Project was comprehensively reviewed; and

WHEREAS, following said public hearing, the Planning Commission recommended on a _____ vote that the City Council approve the approvals and entitlements as more particularly described below in this Resolution; and

WHEREAS, on July 7, 2015, the City Council conducted a duly noticed public hearing on on the Project and all approvals and entitlements required in furtherance of the Project, at which time all persons wishing to testify in connection with the Project and the approvals and entitlements were heard and the Project was comprehensively reviewed; and

WHEREAS, the City Council has prepared and certified an Environmental Impact Report for the Project in accordance with the California Environmental Quality Act; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS RESOLVES AS FOLLOWS:

SECTION 1. The foregoing findings, approvals and determinations as set forth in this Resolution as based on substantial evidence in the administrative record before the City Council and are made based on the Council's independent review and consideration.

SECTION 2 Approval of General Plan Amendment.

A. The City Council of the City of Winters hereby amends the Winters General Plan to amend the Land Use Diagram of the General Plan as follows, and as more specifically shown in Exhibit A (Land Use Amendment) attached hereto and incorporated herein:

i. Parcel-specific Land Use Diagram amendment to change 11.5 acres (APN 038-070-028, Lot 3 portion, -029, -031, -032 and City Right of Way) from HSC to PQP;

ii. Parcel-specific Land Use Diagram amendment to change 18.0 acres (APM 038-070-038, -039 Lot 3 portion, and 0.8 acres of City Right of Way) from BIP to PQP;

iii. Parcel-specific Land Use Diagram amendment to change 0.2 acre (APN 038-070-28 Lot B portion) from HSC to Open Space (OS) and 7.7 acres (APN 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS; and

iv. Parcel-specific Land Use Diagram amendment to change 0.1 acre (McClish) from BIP to City Right of Way;

B. The City Council finds that the public health, safety and general welfare warrant the amendments to the General Plan as set forth herein and such amendments to the General Plan are in the best interest of the citizens of the City of Winters.

SECTION 2. Finding of Consistency with General Plan Policy VI.D.1. The City Council hereby finds that the Project as conditioned herein is consistent with General Plan Policy VI.D.1 which requires a 100-foot open space buffer along the Putah Creek corridor notwithstanding the planned temporary east-west drainage channel that is included as part of the Project, which will substantially occupy the required 100-foot open space buffer. This finding is based on the fact that as conditioned, the temporary drainage channel will be designed to maximize area on the south side of the channel for native landscaping, the Putah Creek trail connection and recreational amenities consistent with the Putah Creek Nature Park Master Plan, in a manner that will not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned. Further PG&E shall be required by the Conditions of Approval to the Conditional Use Permit, as attached hereto and incorporated herein, to install native landscaping consistent with the City's open space goals and the Putah Creek Master Plan, which shall allow the 100-foot area, including that portion occupied by the temporary drainage channel to serve as open space within the meaning and intent of General Plan Policy VI.D.1.

SECTION 3. Approval of Parcel Map.

A. The City Council hereby approves the Parcel Map No. _____ attached hereto as Exhibit B (Parcel Map) and incorporated herein.

B. The City Council hereby vacates public right-of-way and a 60-foot public utility easement, and authorizes the City Clerk to accept such offer to dedicate to the City, in fee, two public lots (Lot A and Lot B), offer to dedicate to the City a 35-foot public utility easement, offer to dedicate to the City a 35-foot emergency vehicle access easement, offer to dedicate to the City a 15-foot trail easement, and offer to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue as more specifically set forth on Parcel Map No. _____, and authorizes the City Clerk to execute such grant deeds and other documentation as necessary to carry out such vacation and acceptance on behalf of the City.

C. The City Council hereby makes the following findings in connection with the Parcel Map:

i. The Parcel Map is consistent with the requirements of the Subdivision Map Act, the City's General Plan, and the City's Subdivision Ordinance (Winters Municipal Code, Title 16).

ii. The design and improvement of the proposed Parcel Map is consistent with the General Plan.

iii. The site that is the subject of the Parcel Map is physically suitable for the development contemplated by the Project.

iv. The design of the subdivided property and the proposed improvements will not cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat.

SECTION 4. Approval of Conditional Use Permit.

A. The City Council does hereby approve a conditional use permit for the construction, operation and maintenance of the GOTTC (the "Conditional Use Permit"), subject to the Conditions of Approval attached hereto as Exhibit C and incorporated herein.

B. The City Council makes the following findings in connection with the grant of the Conditional Use Permit:

i. The requested use for the GOTTC, as conditioned herein, will be in conformity with the general plan.

ii. Upon the effective date of the Conditional Use Permit, as set forth below, the requested use shall be listed as a conditional use in the zoning regulations of the City's Zoning Code (Title 17 of the Winters Municipal Code).

iii. The requested use, as conditioned herein, is consistent with the intent and purposes of the zoning in which the GOTTC is located, and will not detrimentally impact the character of the neighborhood.

iv. The requested use, as conditioned herein, will not create a nuisance or enforcement problem within the neighborhood.

v. The requested use, as conditioned herein, will not create a nuisance or enforcement problem within the neighborhood.

C. The Conditional Use Permit shall become operative from and after the effective date of Ordinance No. _____ of the City Council of the City of Winters amending with Winters Zoning Code to allow for "Vocational Training Center" as a conditional use within the Public Quasi-Public Zoning District.

SECTION 5. Approval of Site Plan/Design Review.

A. The City Council hereby approves the Site Plan pursuant to the Design Review requirements of Winters Municipal Code Chapter 17.36, subject to the Conditions of Approval as incorporated into the Conditional Use Permit, and finds that the Site Plan is consistent with the Winters General Plan and Grant Avenue Design Guidelines as conditioned herein.

B. The City Council's approval of the Site Plan is based on its review of the following aspects of the Project:

- i. The siting of all structures as designed upon the site plan;
- ii. The landscaping, fencing, other screening as designed on a landscape or irrigation plan featuring all existing trees and shrubs and proposed plantings;
- iii. The design of all circulation and parking and loading facilities for automobiles and bicycles;
- iv. The location, design and screening of garbage/recycling facilities;
- v. The details of fencing, public works items such as curb cuts, curbs, gutters, sidewalks, sidewalk design, drainage, fire hydrants;
- vi. The location, design and intensity of all exterior lighting;
- vii. The location and design of all required open space areas;
- viii. The exterior elevations of the structures including but not limited to building height, description of all building materials, building colors, screening of utility meters and mechanical equipment;
- ix. The design, placement, dimension, colors of all proposed signs and exterior graphics as required by the Zoning Ordinance.
- x. The review of design and placement of facilities for disabled persons.
- xi. The design of the subdivision and type of improvements will not cause serious public health problems.

SECTION 6. Amendment to 2008 Storm Drainage Master Plan. The City Council hereby amends the 2008 Storm Drainage Master Plan as follows:

A. Water Quality Detention Ponds #3 and #4 are hereby deleted and replaced with one private storm water detention pond on 1.5 acres in the southeaster corner of the GOTTC site.

B. The alignment of the Putah Creek Diversion Channel south of State Route 128 shall be moved approximately 325 feet to 485 feet east of the currently approved alignment, as more particularly shown on the Revised Storm Drainage Master Plan Figure 5, Channel Location, attached hereto as Exhibit D and incorporated herein.

C. The City Council finds that the amendments to the 2008 Storm Drainage Master Plan as set forth herein modify the plan to be consistent with the approved drainage system for the Project.

SECTION 7. This Resolution shall become effective upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 7th day of July, 2015, by the following vote:

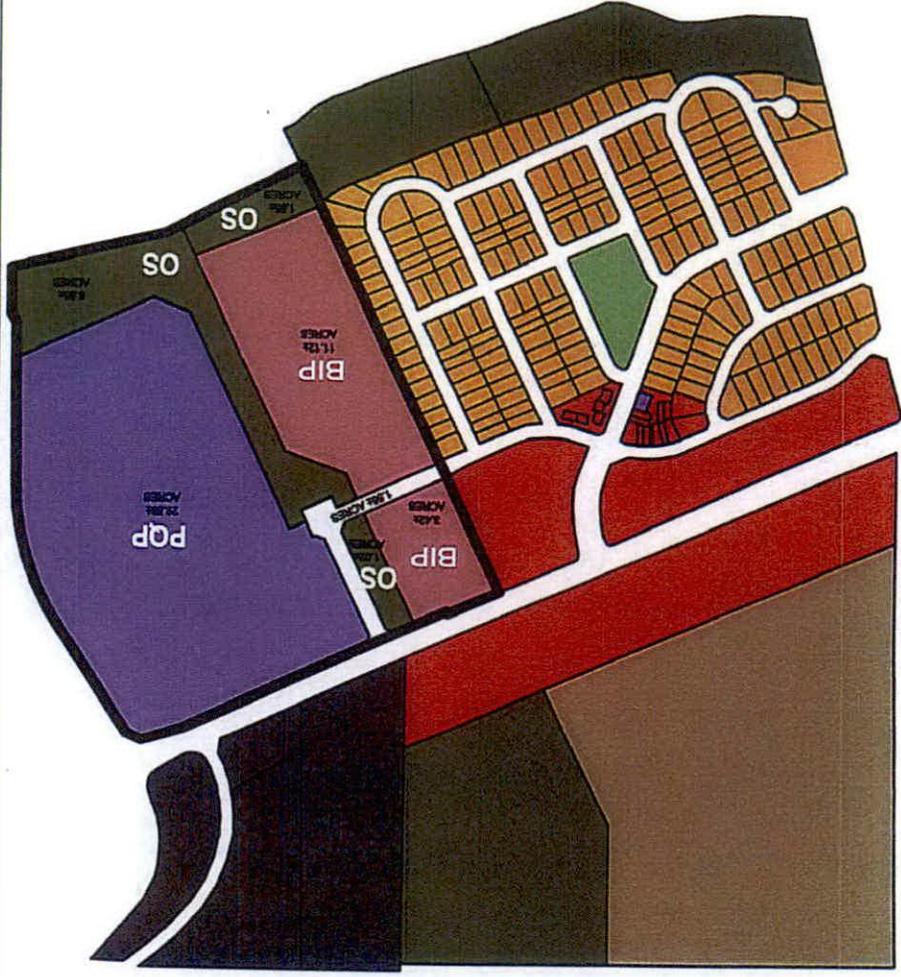
AYES:

NOES:

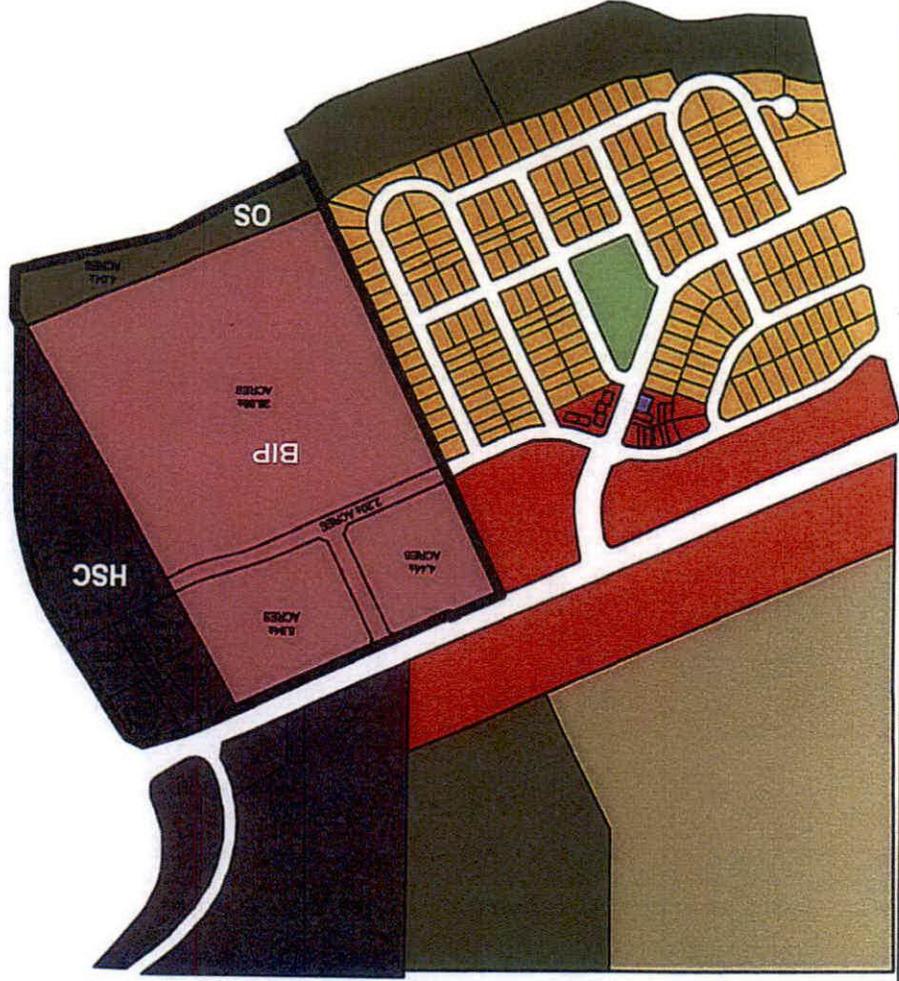
ABSENT:

Cecilia Aguiar-Curry, Mayor
City of Winters

PROPOSED GENERAL PLAN DESIGNATION



EXISTING GENERAL PLAN DESIGNATION



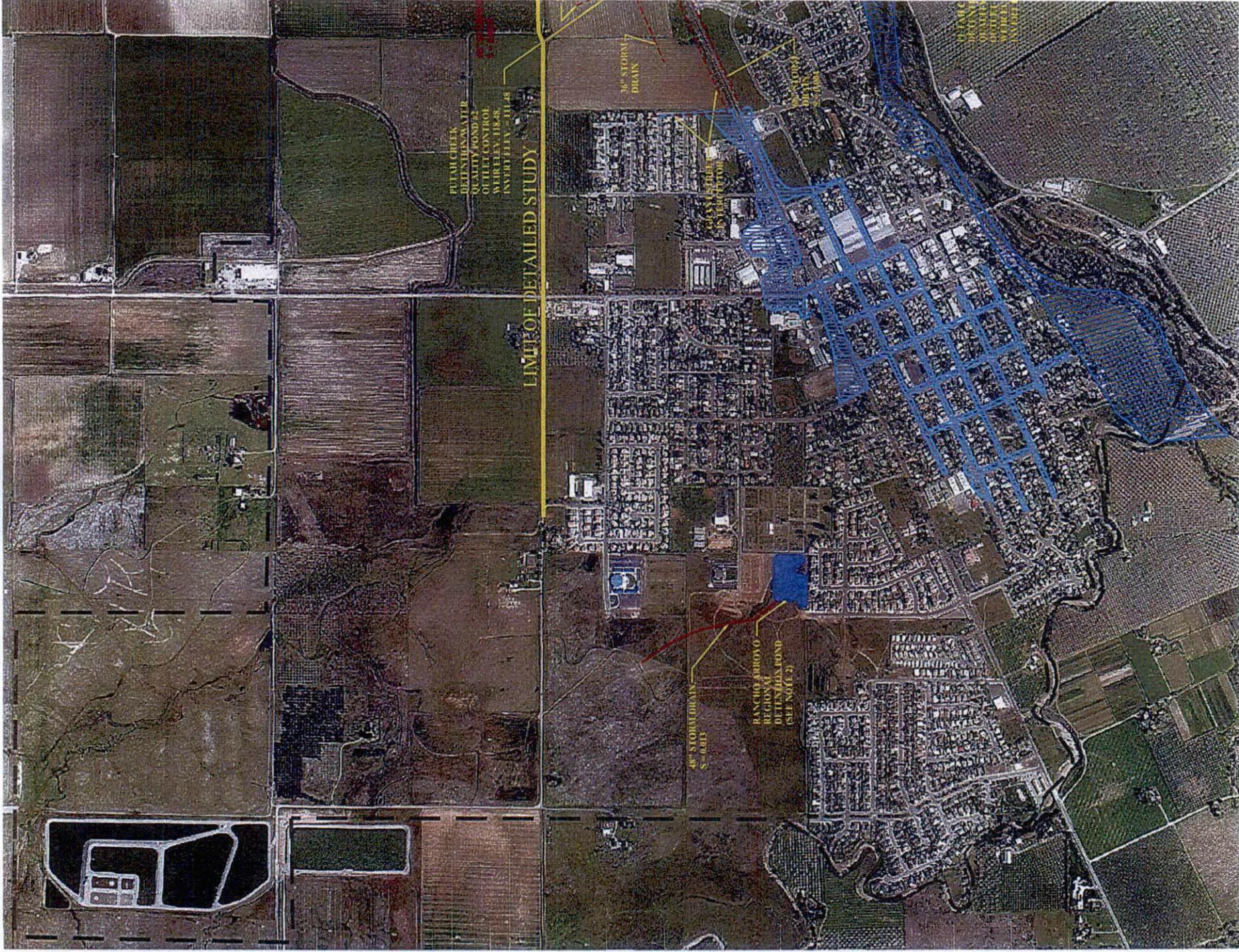
Existing and Proposed Land Use Designations for the Project Site

Exhibit 3-5

Source: Received from BKF Engineers in 2014

X14010044 01 001





ORDINANCE 2015-02

AN ORDINANCE AMENDING PORTIONS OF THE WINTERS ZONING MAP TO REZONE VARIOUS PROPERTIES FROM HIGHWAY SERVICE COMMERCIAL AND BUSINESS INDUSTRIAL PARK TO PUBLIC/QUASI-PUBLIC AND FROM HIGHWAY SERVICE COMMERCIAL AND BUSINESS INDUSTRIAL PARK TO OPEN SPACE AND MAKING CERTAIN TEXT AMENDMENTS TO TITLE 17 OF THE WINTERS MUNICIPAL CODE (ZONING) ADD VOCATIONAL TRAINING FACILITIES AS A CONDITIONAL USE IN THE PUBLIC/QUASI-PUBLIC ZONING DISTRICT

The City Council of the City of Winters, State of California, does ordain as follows:

Section 1. Purpose

The purpose of this Ordinance is to rezone various properties, as depicted on the attached **Exhibit A**, and to make certain amendments to Chapter 17 of the Winters Municipal Code to allow Vocational Training Centers, as described herein, as a conditional use in the Public-Quasi Public Zoning District.

Section 2. Authority

The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

Section 3. Rezoning.

The properties shown on Exhibit A, attached hereto and incorporated herein by this reference, are hereby rezoned to accomplish the following:

Rezone the following properties, including City Right of Way as depicted on Exhibit A, totaling approximately 11.5 acres from Highway Service Commercial (C-H) to Public-Quasi Public (PQP):

APN 038-070-028 (Lot 3 portion)
 APN 038-070-029
 APN 038-070-030
 APN 038-070-031
 APN 038-070-032

Rezone the following properties, including City Right of Way as depicted on Exhibit A, totaling approximately 18.0 acres from Business Industrial Park (BIP) to (PQP):

APN 038-070-038
 APN 038-070-039 (Lot 3 portion)

Rezone the following property totaling approximately 0.2 acres from C-H to Open Space (OS):

APN 038-070-028 (Lot B portion)

Rezone the following property totaling approximately 7.7 acres from BIP to OS

APN 038-070-037 (Lot A portion)

APN 038-070-039 (Lot B portion)

Rezone the approximately 0.1 acre property as depicted on Exhibit A from BIP to City Right of Way.

Section 4. Amendment to Section 17.08.060

Section 17.08.060 is hereby amended to add a new subdivision O which reads as follows:

O. Vocational Training Facility. "Vocational Training Facility" means a public or private school offering specialized trade and commercial courses for the purpose of technical, vocational or occupational training. These schools typically involve workshops, laboratories or similar facilities, as well as outdoor instruction and outdoor storage. This classification includes specialized non-degree-granting schools offering such subjects as professional driving schools for commercial licenses, operation of construction equipment, crane certification, welding, woodworking or material fabrication, and engineering and/or automotive design and/or repair.

Section 5. Amendment to Section 17.52.020

Section 17.52.020 is hereby amended to add "Vocational Training Facility" in the Zoning Matrix within the Category of "Public and Quasi-Public Uses" below "Utility Services-Minor" and list Vocational Training Facility as Conditional Use in the PQP Zoning District.

Section 6. Amendment to Section 17.72.020

Table 6 in Section 17.72.020 is hereby amended to add the following within the Category of "Public & Quasi-Public Uses" below "Utility Services-Minor":

Vocational Training Facility Per use permit

Section Findings

In adopting this Ordinance, the City Council makes the following findings:

- (a) The proposed zoning amendments and amendments to the Title 17 of the Winters Municipal Code are consistent with the City of Winters General Plan; and
- (b) The public health, safety and general welfare warrant the change of zone and zoning text amendments;
- (c) The Planning Commission recommends approval of the requested amendments; and
- (d) An Environmental Impact Report was prepared and circulated in accordance with the California Environmental Quality Act (CEQA), which analyzed the impacts associated with the change of zone and zoning text amendments.

Section 5. Severability

If any provision or section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of the Ordinance.

Section 6. Effective Date and Publication

This Ordinance shall take effect 30 days after its adoption, and within 15 days following its passage, shall be published at least once in a paper of general circulation published and circulated in the City of Winters.

INTRODUCED at a regular meeting on July 7, 2015, and PASSED AND ADOPTED by the City Council of the City of Winters this 21st day of July, 2015 by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar Curry, Mayor

ATTEST:

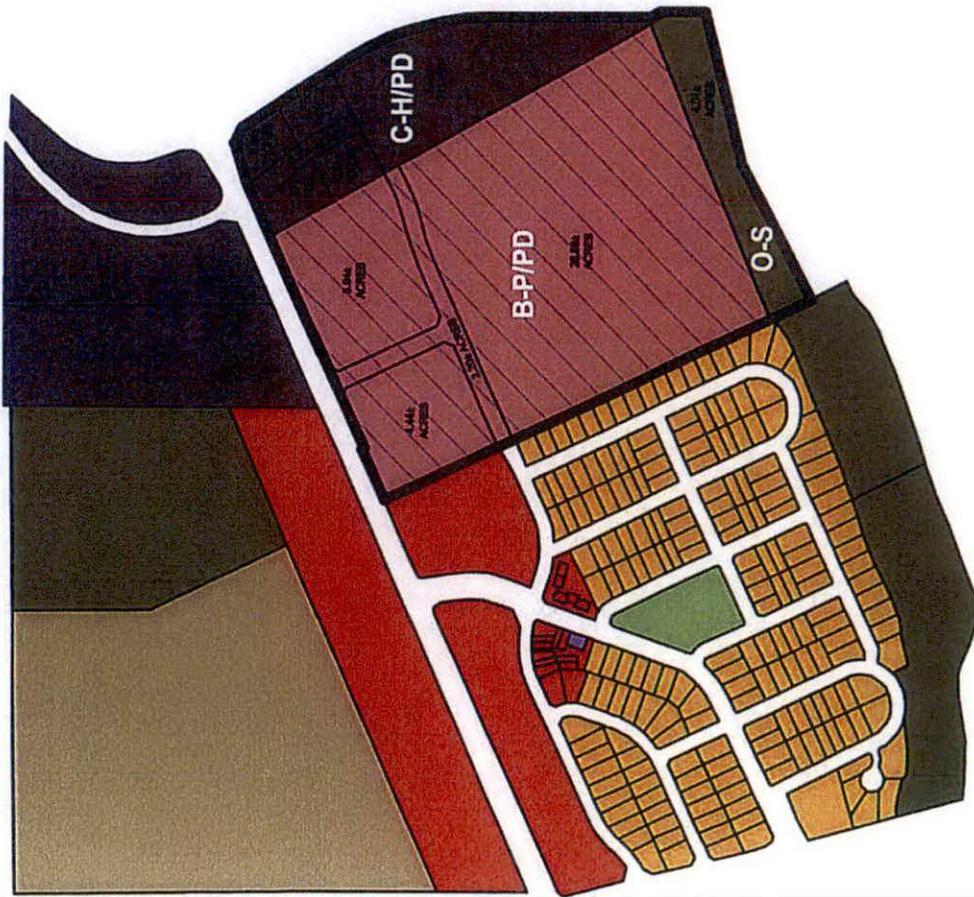
APPROVED AS TO FORM:

Nanci G. Mills, City Clerk

Ethan Walsh, City Attorney

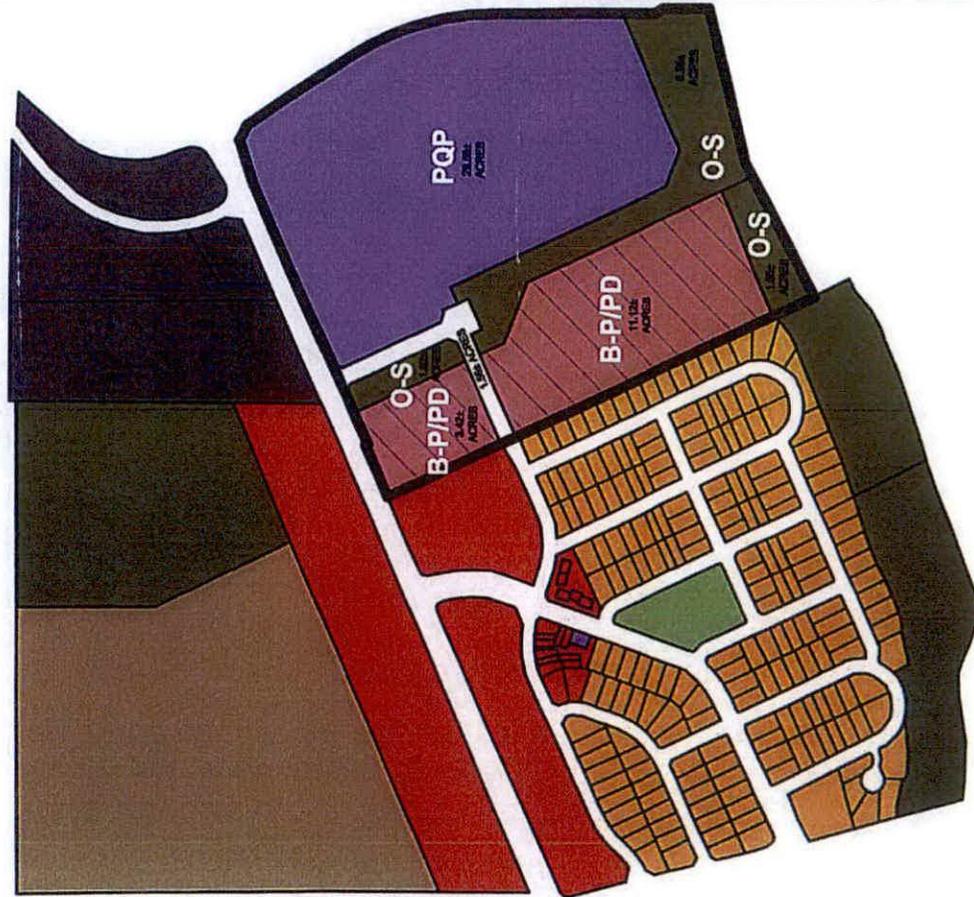
Exhibit A – Zoning Amendment

EXISTING ZONING DESIGNATION



Source: Received from BKF Engineers in 2014

PROPOSED ZONING DESIGNATION



X14010044 01 002

Exhibit 3-6

Existing and Proposed Zoning for the Project Site



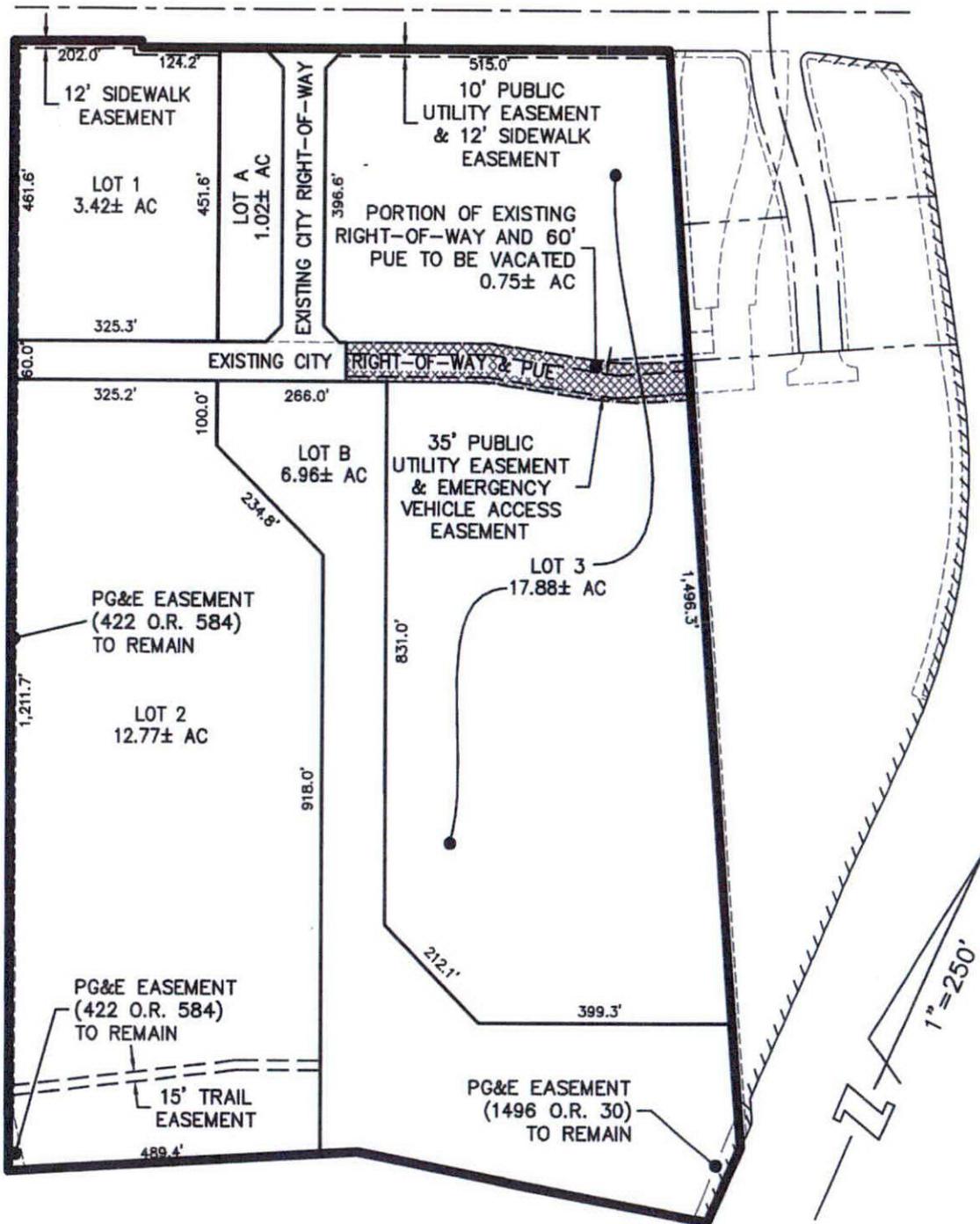
Winters PG&E Gas Operations Technical Training Center (GOTTC) Project

DRAFT Conditions of Approval have been removed.

Please see REVISED Conditions of Approval,

Attachment #3 of the Staff Report.

EAST GRANT AVENUE (CA HWY 128)



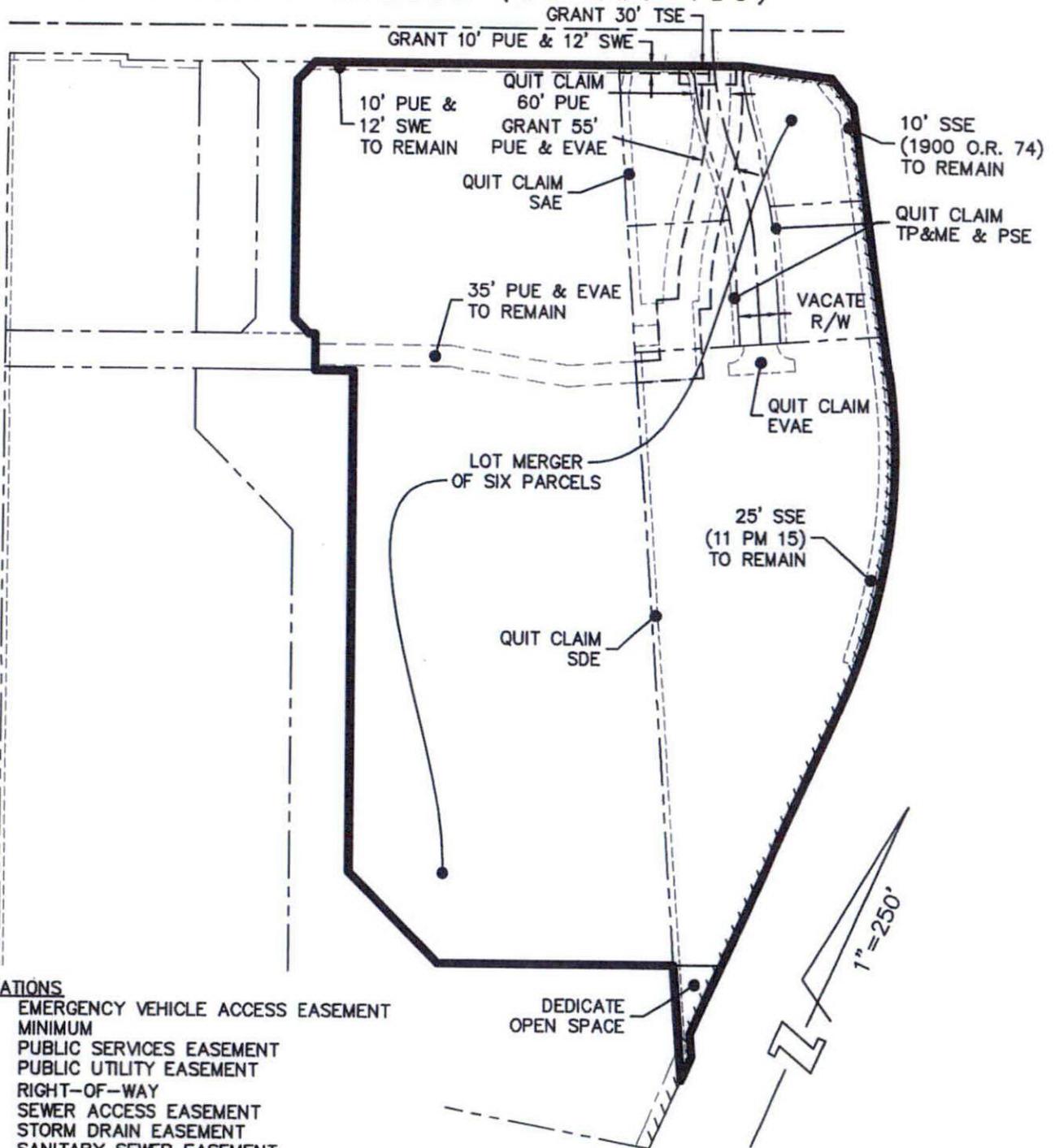
PARCEL MAP



980 9TH ST
SUITE 1770
SACRAMENTO, CA 95814
916-556-5800
916-556-5899 (FAX)

JUNE 3, 2015

EAST GRANT AVENUE (CA HWY 128)



ABBREVIATIONS

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
MIN	MINIMUM
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SAE	SEWER ACCESS EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TP&ME	TREE PLANTING & MAINTENANCE EASEMENT
TSE	TRAFFIC SIGNAL EASEMENT

SEPARATE MAPPING INSTRUMENTS



980 9TH ST
 SUITE 1770
 SACRAMENTO, CA 95814
 916-556-5800
 916-556-5899 (FAX)

JUNE 3, 2015

ORDINANCE NO. 2015-03**AN ORDINANCE OF THE CITY OF WINTERS APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND PACIFIC GAS & ELECTRIC FOR THE WINTERS GAS OPERATIONS TECHNICAL TRAINING CENTER (GOTTC)**

WHEREAS, Pacific Gas and Electric ("PG&E") has submitted an application to reconfigure and develop certain property comprised of 55.2 acres located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue (also known as State Route 128) to accomplish the following: (1) Construct, operate, and maintain a natural gas vocational training center totaling 106,740 sf on approximately 29.4 acres; (2) Construct and dedicate to the City for operation and maintenance a storm drainage channel and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system; (3) Construct and dedicate to the City for operation and maintenance a signalized extension of Timbercrest Road (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the City. As a part of these improvements PG&E would construct a sidewalk and a bicycle path along East Grant Avenue to East Main Street; (4) Create two remainder lots totaling approximately 16.2 acres to be retained by the current owner (McClish) with no proposed development or land use approvals at this time; (5) Provide funding for the design and installation (by others, through cooperative efforts with the city and local volunteer groups) of native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the Putah Creek Open Space buffer proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor; and (6) The City or other parties would construct the future segment of the Upper Putah Creek Trail along the rear of the McClish remainder parcel, within the 100-foot open space buffer along the existing vegetation line of the Putah Creek Corridor. This segment constitutes the final segment of the planned trail extending from downtown Winters to I-505 (collectively, the "Project"); and

WHEREAS, PG&E and City desire to enter into a Development Agreement in connection with the Project (the "Development Agreement"), in the form attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on June 11, 2015, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Development Agreement were heard and at which the Development Agreement was comprehensively reviewed; and

WHEREAS, on July 7, 2015, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Development Agreement were heard and at which the Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council reviewed and studied the Development Agreement, the Final Environmental Impact Report ("Final EIR") prepared for the Development Agreement, and found pursuant to Resolution No. _____ that the Project complies with the California Environmental Quality Act ("CEQA").

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF DEVELOPMENT AGREEMENT. Pursuant to California Government section 65868, the City Council hereby approves the Development Agreement, in the form attached hereto as **Exhibit A**.

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

A. That the Development Agreement promotes the public health, safety, and welfare of the community because the Development Agreement will allow PG&E to develop the Project and pay such fees as necessary and appropriate to address the impacts of the Project, for the benefit of the entire community.

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

SECTION 3. CEQA. The City Council has reviewed and considered the information contained in the Final EIR and supporting documentation in connection with the Final EIR. The City Council finds, as more specifically set forth in Resolution No. _____ of City Council that the Final EIR contains a complete and accurate reporting of the environmental impacts of the Project and all approvals in furtherance thereof, including the Development Agreement, which impacts were fully addressed and mitigated in the Final EIR. The City Council further finds that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines, and that the Final EIR reflects the independent judgment of the City of Winters.

SECTION 4. RECORDATION. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amended and Restated Development Agreement, the City Clerk shall record with the County of Yolo Recorder a copy of the Development Agreement.

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

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

The foregoing ordinance was introduced on _____, 2015, and passed and adopted during a regular meeting of the City Council of the City of Winters on _____, 2015, by the following vote to wit:

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

Cecilia Aguilar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

EXHIBIT "A"
DEVELOPMENT AGREEMENT

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

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

Record for the Benefit of
the City of Winters
Pursuant to Government
Code Section 6301

(Space Above This Line for Recorder's Use Only)
Exempt from recording fee per Gov. Code §27383

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WINTERS AND THE PACIFIC GAS AND ELECTRIC COMPANY
Relating to the Development
of the Winters Gas Operations Technical Training Center

THIS DEVELOPMENT AGREEMENT is entered into this ____ day of _____, 2015, by and between the CITY OF WINTERS, a municipal corporation ("City"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Developer") pursuant to the authority of Sections 65913.4 and 65864 et seq. of the Government Code of the State of California. This agreement refers to the City and the Developer collectively as the "Parties" and singularly as the "Party."

Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.* of the Government Code which authorizes any city, county or city and county to enter into a development agreement with an applicant having a legal or equitable interest in such property in order to establish certain development rights in the property which is the subject of the development project application.

B. The Developer owns in fee or has a legal or equitable interest in certain real property totaling approximately 29.6 acres described in Exhibit A attached hereto and incorporated herein by this reference and located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue in the City of Winters, Yolo County, California ("Property").

C. Developer is a California corporation organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. The Developer has submitted applications to the City to authorize the construction of a natural gas vocational training center totaling approximately 106,740 square feet, along with the construction and dedication of certain associated public improvements (the "Project").

D. The following development approvals, entitlements, policies and findings have been adopted by City after duly noticed public hearings and other applicable procedures and applied to the Project:

- (1) On _____, 2015, the City certified a Final Environmental Impact Report for the Project by Resolution No. _____ (the "EIR");
- (2) On _____, 2015, the City approved a General Plan Amendment making amendments to the Land Use Diagram of the Winters General Plan by Resolution No. _____ ("General Plan Amendment");
- (3) On _____, 2015, the City approved a General Plan Policy Interpretation interpreting the proposed construction of a storm water channel as consistent with General Plan Policy VI.D.1 related to the City's requirement for a 100-foot open space buffer along Putah Creek;
- (4) On _____, 2015, the City adopted Ordinance No. _____ amending the City of Winters Zoning Ordinance and Zoning Map pursuant to establish the zoning for the Property ("Rezoning");
- (5) On _____, 2015, the City approved a Conditional Use Permt for operation of a vocational training school in a PQP zone district by Resolution No. _____;