



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, January 20, 2015
6:30 p.m.
AGENDA

Members of the City Council

(pp. 1-4)

*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*

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, January 6, 2015 (pp. 5-7)
- B. Resolution 2015-01, a Resolution of the City Council of the City of Winters in Support of the Designation of the Area Known as the Berryessa Snow Mountain Region as the Berryessa Snow Mountain National Monument (pp. 8-12)
- C. Resolution 2015-02, a Resolution of the City Council of the City of Winters in Support of the Water Resources Association of Yolo County Acting as the Planning Forum for Development of a Groundwater Sustainability Agency (pp. 13-15)
- D. Public Safety Facility Artwork Purchase (pp. 16-19)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Historical Preservation Committee (pp. 20-33)
- 2. Winters Highlands - Public Hearing and Consideration of the Proposed Amended and Restated Development Agreement and Amended Tentative Subdivision Map (pp. 34-168)

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

- 1. None

CITY MANAGER REPORT

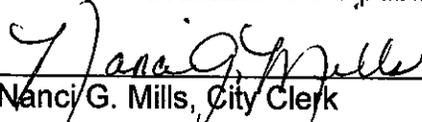
INFORMATION ONLY

- 1. July 2014 Investment Earnings Report (pp. 169-170)

2. July 2014 Treasurer Report (pp. 171-177)
3. August 2014 Investment Earnings Report (pp. 178-179)
4. August 2014 Treasurer Report (pp. 180-186)
5. September 2014 Investment Earnings Report (pp. 187-188)
6. September 2014 Treasurer Report (pp. 189-195)
7. October 2014 Investment Earnings Report (pp. 196-197)
8. October 2014 Treasurer Report (pp. 198-204)

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the January 20, 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 January 14, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

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

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City Council agenda packets are available for review or copying at the following locations:

*Winters Library – 708 Railroad Avenue
City Hall – Finance Office - 318 First Street
During Council meetings – Right side as you enter the Council Chambers*

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

Wednesday at 10:00 a.m.

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



**Minutes of the Regular Meeting of the
Winters City Council Held on January 6, 2015**

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

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry.

Absent: None

Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Police Chief Sergio Gutierrez, Police Sergeant Jose Ramirez, and Police Corporal Albert Ramos.

The Pledge of Allegiance was led by Petrea Marchand.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Neu to approve the agenda. Motion carried with the following vote:

AYES: Council Members Anderson, Cowan, Fridae, Neu, and Mayor Aguiar-Curry

NOES: None

ABSENT: None

ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, December 16, 2014
- B. Approval of a Consultant Services Agreement for Project Management Services for Federally Funded Projects

C. Resolution 2014-38, A Resolution of the City Council of the City of Winters Amending the Adopted 2014-2015 Budget to Update Standards and Specifications for Public Works Projects

City Manager Donlevy gave an overview. Motion by Council Member Fridae, second by Council Member Cowan to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS

Winters Chief of Police Sergio Gutierrez circulated a bag full of duty belt items to show the weight resting on the lower back, often causing workers' compensation back claims. Corporal Albert Ramos was present, wearing the duty belt with the items attached. Sergeant Jose Ramirez then modeled the new load-bearing vests that evenly distribute the weight of the duty belt items. Mayor Aguiar-Curry then commented on the police cameras and although the batteries don't last long, asked that the department keep them in good working order. Based on discussions with other agencies, Chief Gutierrez said good cameras cost about \$650 and the City of Winters paid approximately \$150 for the current cameras.

Yolo County Conservancy Executive Director Petrea Marchand gave an overview of the Yolo HCP/NCCP (Habitat Conservation Plan/Natural Community Conservation Plan), reviewed the timeline and the commitment of the 50-year conservation strategy and said the second draft will be released soon and will include a 60-day review period. 90% of the funds for the plan will be coming from State and Federal grants and will cover 12 species, including the Swainson Hawk and burrowing owl, both of which are concentrated in Yolo County and the giant garter snake, which is concentrated in the Yolo Bypass. Mayor Aguiar-Curry asked if Petrea knew of the agencies that are on board and Petrea responded that she hasn't heard anything that would suggest that the agencies are not on board. Staffing will be discussed as the project moves forward.

DISCUSSION ITEMS

1. Engineering Services Update

City Manager Donlevy gave an overview and said due to an audit finding regarding the City's failure to follow Federal procurement procedures which

disqualified certain engineering costs, the City may be required to return approximately \$121,000 to Cal Trans from project reimbursement. This evening Council has approved a contract with Willdan for engineering services for federally funded projects. SACOG has been very supportive and has offered to help. In 2016, the City will go out with an RFP for all engineering services.

Mayor Aguiar Curry publicly apologized for being very vocal and tough on this issue due to the fact that she didn't have all of the information throughout the discussion of the issue. Council Member Cowan agreed.

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

1. None

CITY MANAGER REPORT: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:49 p.m. in memory of Helen Turkovich.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Resolution 2015-01, A Resolution of the City Council of the City of Winters Urging the President of the United States and the Secretary of the United States Department of Interior to Designate the Area Known as the Berryessa Snow Mountain Region as the Berryessa Snow Mountain National Monument

RECOMMENDATION: Assemblymember Bill Dodd introduced this resolution petitioning President Obama to create the Berryessa Snow Mountain National Monument.

BACKGROUND: Assemblymember Dodd was joined in supporting the national monument by the region's other legislative representatives, including Senators Lois Wolk and Mike McGuire and Assemblymember Jim Wood, all of whom are principal co-authors of the Assembly joint resolution, AJR 4.

FISCAL IMPACT: None

RESOLUTION No. 2015-01

A Resolution of the City Council of the City of Winters Urging the President of the United States and the Secretary of the United States Department of Interior to Designate the Area Known as the Berryessa Snow Mountain Region as the Berryessa Snow Mountain National Monument

WHEREAS, The Berryessa Snow Mountain region stretches nearly 100 miles from the shores of Lake Berryessa to the flanks of Snow Mountain; and

WHEREAS, The Berryessa Snow Mountain region encompasses more than 350,000 acres across the Counties of Napa, Mendocino, Lake, Solano, and Yolo and is rich in wildlife, including bald and golden eagles, black bears, mountain lions, tule elk, river otters, and the rare Pacific fisher; and

WHEREAS, Berryessa Snow Mountain is a biodiversity hotspot and includes numerous trails, open spaces, lakes, and rivers that help create a fishing, camping, boating, birding, horseback-riding, bicycling, and off-highway vehicle paradise; and

WHEREAS, Permanently protecting the Berryessa Snow Mountain region will ensure continued recreational opportunities while safeguarding the region's beauty, wildlife, rare plants, and water, which includes important sources of drinking water and irrigation for nearby communities; and

WHEREAS, The Berryessa Snow Mountain region is within easy driving distance for millions of citizens residing and visiting the bay area and the Sacramento metropolitan area; and

WHEREAS, Protected public lands are major contributors to our nation's \$646 billion outdoor recreation economy; and

WHEREAS, More than one-half of California residents participate in outdoor recreation each year, supporting more than 700,000 jobs, generating more than \$6 billion in state economic activity; and

WHEREAS, Studies have shown that local economies surrounding permanently protected areas such as national monuments expand after establishing a monument, increasing per-capita personal incomes; and

WHEREAS, More than 100 businesses in areas surrounding the Berryessa Snow Mountain region support a national monument designation, as do nationally recognized recreation and sportsmen's groups such as the International Bicycling Association, Back Country Horsemen, and the Equine Land Conservation Resource; and

WHEREAS, President Obama recently designated 346,000 acres of public land in southern California as the San Gabriel National Monument, and expanded the California Coastal National Monument to include the Point Arena Stornetta Public Lands; now,

Therefore, be it Resolved by the Assembly and the Senate of the State of California, jointly, that the Legislature of California urge President Obama and the Secretary of the United States Department of Interior, Sally Jewell, to protect and preserve the unique and precious qualities of the Berryessa Snow Mountain region for current and future generations by creating a Berryessa Snow Mountain National Monument; and

Be it further resolved, that in designating the Berryessa Snow Mountain region as a National Monument, the Secretary consult an area advisory council consisting of, but not limited to, one representative from each of the Napa, Lake, Yolo, Mendocino, and Solano County Boards of Supervisors, a representative of the California Resources Agency, and a representative of Native American Tribes; and

Be it further resolved, that in designating the Berryessa Snow Mountain region as a National Monument, the Secretary take into consideration existing land uses, including grazing, on the federal lands within the region; and

Be it further resolved, that the designation of the Berryessa Snow Mountain National Monument does not require nonfederal property owners to allow public access to private property, nor does modify any provision of federal, state, or local law with respect to use of nonfederal land; and

Be it further resolved, that any acquisition of nonfederal land within the National Monument occur only through exchange, donation or purchase from a willing seller; and

Be it further resolved, that the Chief Clerk of the Assembly transmit copies of this resolution to the President and Vice President of the United States and to the Secretary of the United States Department of Interior.

BE IT FURTHER RESOLVED that Mayor Cecilia Aguiar-Curry of the City of Winters be and hereby is authorized to sign and execute said resolution on behalf of the City Council of the City of Winters. The foregoing resolution was duly passed and adopted by the City Council of the City of Winters at a regular meeting thereof, held on the 20th day of January, 2015 by the following vote:

AYES:

NAYS:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



ASSEMBLY MEMBER

Bill Dodd

DISTRICT 4

FACT SHEET

AJR 4 - Dodd

Berryessa Snow Mountain National Monument

Summary

AJR 4 requests the President of the United States to declare the Berryessa Snow Mountain Region a National Monument.

Background

The Berryessa Snow Mountain Region stretches from the shores of Lake Berryessa in Napa County to the flanks of Snow Mountain, and includes portions of Lake, Mendocino, Solano and Yolo Counties. This area encompasses some 350,000 acres of public lands and is a biodiversity hotspot, providing habitat for bald and golden eagles, black bears, mountain lions, tule elk, river otters and the rare Pacific fisher. The region's geographical proximity to the Bay Area and Sacramento makes it a major destination for outdoor recreation that is easily accessible to millions of Californians.

More than half of California residents participate in outdoor recreation each year, supporting more than 700,000 jobs, generating more than \$6 billion in economic activity. Studies have shown that local economies surrounding permanently protected areas such as national monuments expanded after establishing a monument.

More than 200 businesses in areas surrounding the Berryessa Snow Mountain region support a national monument designation, as do nationally recognized recreation and sportsmen's groups, and all the county governments representing the region.

Existing Law

The President of the United States is authorized to declare National Monuments though presidential proclamation under the Antiquities Act of 1906.

Under the President's direction, national monuments can be administered by the National Park Service, United States Forest Service, United States Fish and Wildlife Service, or the Bureau of Land Management.

Much of the Berryessa Snow Mountain region now belongs to the Snow Mountain Wilderness Area.

This Joint Resolution

This Joint Resolution would urge President Obama to create the Berryessa Snow Mountain National Monument. This Joint Resolution would also urge the Interior Secretary, in designating the region a national monument, to consult an area advisory council consisting of local stakeholders, to consider existing land uses, and not to modify any provision of law with respect to non-Federal land.

This resolution requests designation to consider existing land uses, respect private property in the area, and limit land acquisition for the monument to exchange, donation, or purchase from a willing seller.

Support

None Received

Opposition

None Received

Contact

Nathan Little, Capitol Fellow
(916) 319-2004

Last Updated: January 6, 2015



STATE CAPITOL
SACRAMENTO, CALIFORNIA

FOR IMMEDIATE RELEASE

January 8, 2015

Contact: Ezra Chaaban, (916) 319-2004

Assemblymember Dodd Introduces Resolution to Protect Berryessa Wilderness

SACRAMENTO – Assemblymember Bill Dodd (D-Napa) introduced a resolution today petitioning President Obama to create the Berryessa Snow Mountain National Monument. The establishment of the Berryessa Snow Mountain National Monument would help safeguard the area that stretches from the shores of Lake Berryessa in Napa County to the flanks of Snow Mountain, and includes portions of Lake, Mendocino, Solano, and Yolo Counties.

“The designation of this unique area as a national monument will help preserve the region’s natural splendor for future generations. The national monument will provide continued recreational opportunities and will bring enhanced visitation,” said Dodd. **“This is a great example of how we can protect our environment and support our local economy.”**

Assemblymember Dodd was joined in supporting the national monument by the region’s other legislative representatives – Senators Lois Wolk and Mike McGuire and Assemblymember Jim Wood – all of whom are principal co-authors of the Assembly joint resolution, AJR 4.

“I want to recognize Congressman Mike Thompson and the broad coalition of environmental and outdoor recreation groups, hundreds of local businesses, and local governments that have been working diligently to support the national monument designation,” Dodd said.

The Berryessa Snow Mountain area includes some 350,000 acres of existing public lands and is a rich in wildlife, providing habitat for bald and golden eagles, black bears, mountain lions, tule elk, river otters and the rare Pacific fisher. The area’s proximity to the Bay Area and Sacramento makes it an outdoor recreation destination easily accessible to millions of Californians. Each year tens of millions of Californians participate in outdoor recreation, supporting over 700,000 jobs and creating more than \$6 billion in economic activity. Studies have shown that local economies expand around newly created national monuments.

Assemblymember Bill Dodd represents the 4th Assembly District, which includes all or portions of Yolo, Napa, Sonoma, Lake, Solano, and Colusa Counties.

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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Resolution 2015-02, A Resolution of the City Council of the City of Winters In Support of the Water Resources Association of Yolo County Acting as the Planning Forum for Development of a Groundwater Sustainability Agency

RECOMMENDATION: Approve Resolution 2015-02 to support the Water Resources Association of Yolo County, in coordination with the Yolo County Farm Bureau and other interested parties, to act as the planning forum for determining what agency or agencies will serve as the Groundwater Sustainability Agency as defined in the Sustainable Groundwater Management Act of 2014.

BACKGROUND: On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB1739 (Dickinson), SB1168 (Pavley), and SB1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA).

The Governor's signing message states "a central feature of these bills is the recognition that groundwater management in California is best accomplished locally."

FISCAL IMPACT: None

RESOLUTION NO. 2015-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
IN SUPPORT OF THE WATER RESOURCES ASSOCIATION OF YOLO COUNTY
ACTING AS THE PLANNING FORUM FOR DEVELOPMENT OF A
GROUNDWATER SUSTAINABILITY AGENCY**

WHEREAS, On September 16, 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB 1739 (Dickinson), SB 1168 (Pavley), and SB 1319 (Pavley), collectively known as the Sustainable Groundwater Management Act (SGMA). The Governor's signing message states "a central feature of these bills is the recognition that groundwater management in California is best accomplished locally";

WHEREAS, among various requirements, the SGMA calls for the establishment of a Groundwater Sustainability Agency (GSA) to be formed by a local agency or a combination of local agencies by July 1, 2017,

WHEREAS, the GSA will be required to develop a Groundwater Sustainability Plan (GSP) by January 31, 2020, and will have certain responsibilities and authorities including;

- Defining an appropriate and acceptable definition of local groundwater sustainability and determining the need for groundwater management,
- Preparing and adopting a Groundwater Sustainability Plan along with implementing rules and regulations,
- Proposing and updating fees in order to implement the locally adopted Groundwater Sustainability Plan, and
- Monitoring compliance and enforcement of the Groundwater Sustainability Plan.

WHEREAS, for over twenty years the Water Resources Association of Yolo County (WRA) has served a critical role in water resource planning in Yolo County, including serving as the lead agency in the development of the 2007 Yolo County Integrated Regional Water Management Plan, and as the region's representative on the 2013 Sacramento Westside Integrated Regional Water Management Plan;

WHEREAS, the WRA membership consists of 10 public agencies (the County of Yolo, the cities of Davis, West Sacramento, Winters and Woodland, Dunnigan Water District, Reclamation Districts 108 and 2035, University of California at Davis, and the Yolo County Flood Control and Water Conservation District) representing both urban and rural interests;

WHEREAS, the WRA and its member agencies have long been involved in groundwater management issues, including;

- Serving as the local agency for the State-wide CASGEM groundwater level monitoring program,
- Creation of a county-wide groundwater monitoring network including real-time sensors,
- Establishment and maintenance of a Water Resources Information Database (WRID),
- Development of a county-wide groundwater model (IGSM),
- Funding of a subsidence monitoring network, and
- Engagement at State, Regional and Local levels to advance pro-active groundwater management activities and legislation.

WHEREAS, the WRA has been actively engaged in the SGMA legislation and providing informational briefings for its member agencies and the general public throughout 2014; and

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters hereby supports the Water Resources Association of Yolo County, in coordination with the Yolo County Farm Bureau and other interested parties, to act as the planning forum for determining what agency or agencies will serve as the Groundwater Sustainability Agency as defined in the Sustainable Groundwater Management Act of 2014.

PASSED AND ADOPTED by the City Council of the City of Winters on the 20th day of January, 2015, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

Attest:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: Jan. 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Elliot Landes, Associate
SUBJECT: Original Artwork Purchase for the Public Safety Facility

RECOMMENDATION:

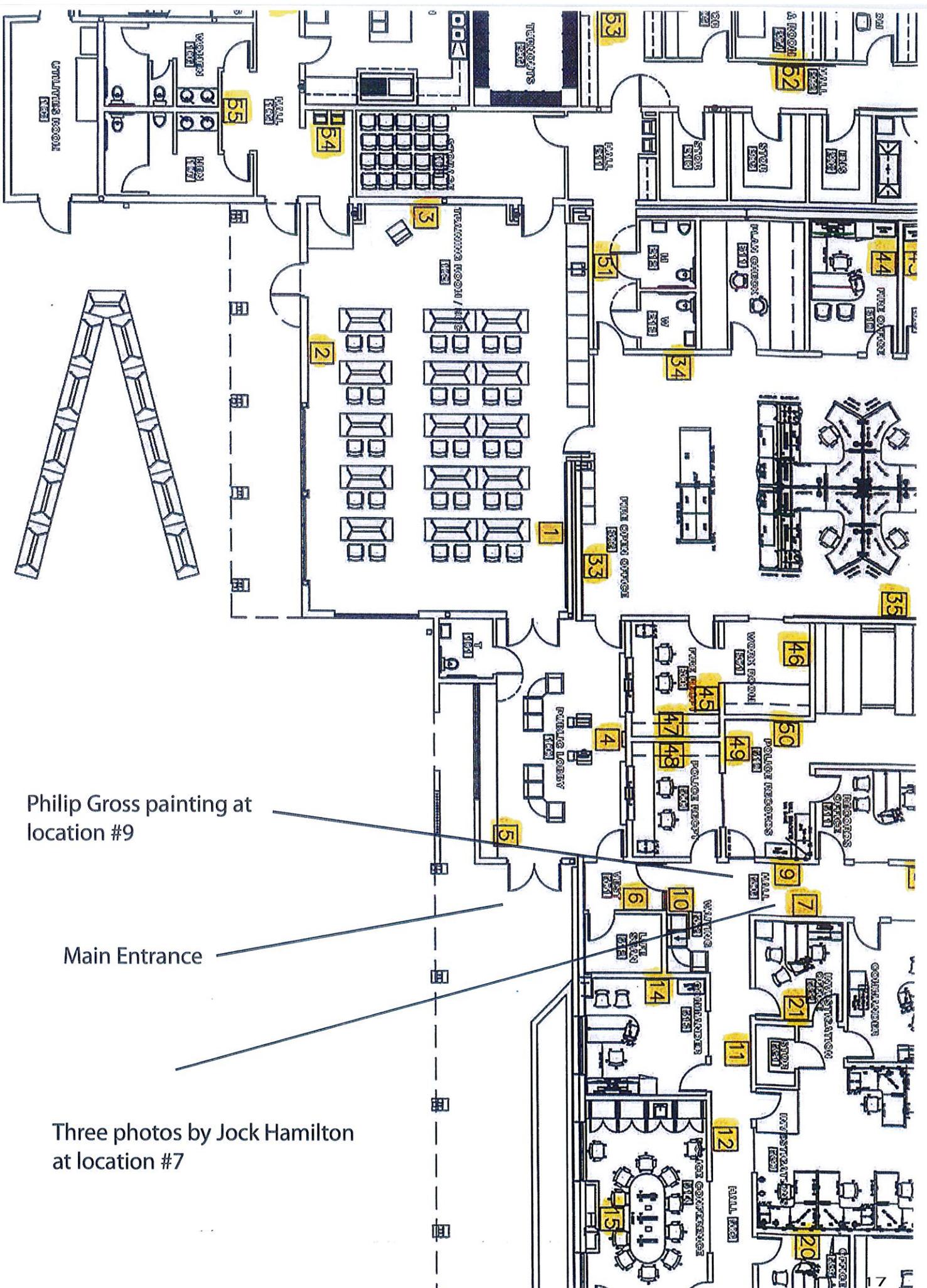
Council to approve suggested artworks by Jock Hamilton and Philip Gross to be installed at the Police Department at the Public Safety Facility.

BACKGROUND:

Funding exists as part of the original design of the Public Safety Facility for artwork. Staff has installed 33 framed reproduction photographs of Winters themes at the facility, and proposes original artwork to be installed in the most used areas of the Police side of the facility. Staff is proposing three original photographs by Davis artist Jock Hamilton and one oil painting by Philip Gross.

The photographs by Jock Hamilton are 22" x 28" and cost \$500 each. The painting by Phillip Gross is 30" x 40" and will cost \$3,000.

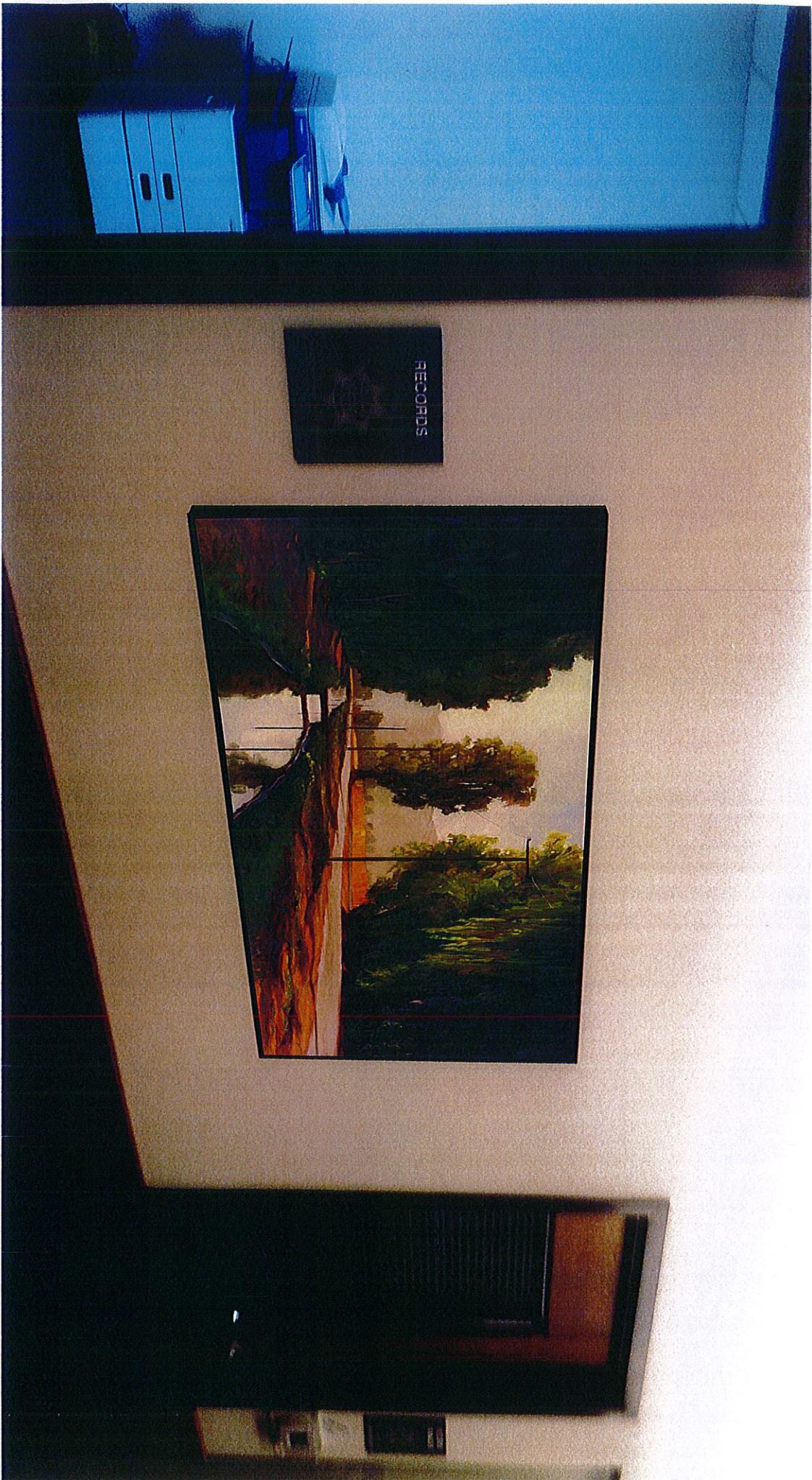
FISCAL IMPACT: \$4,500.

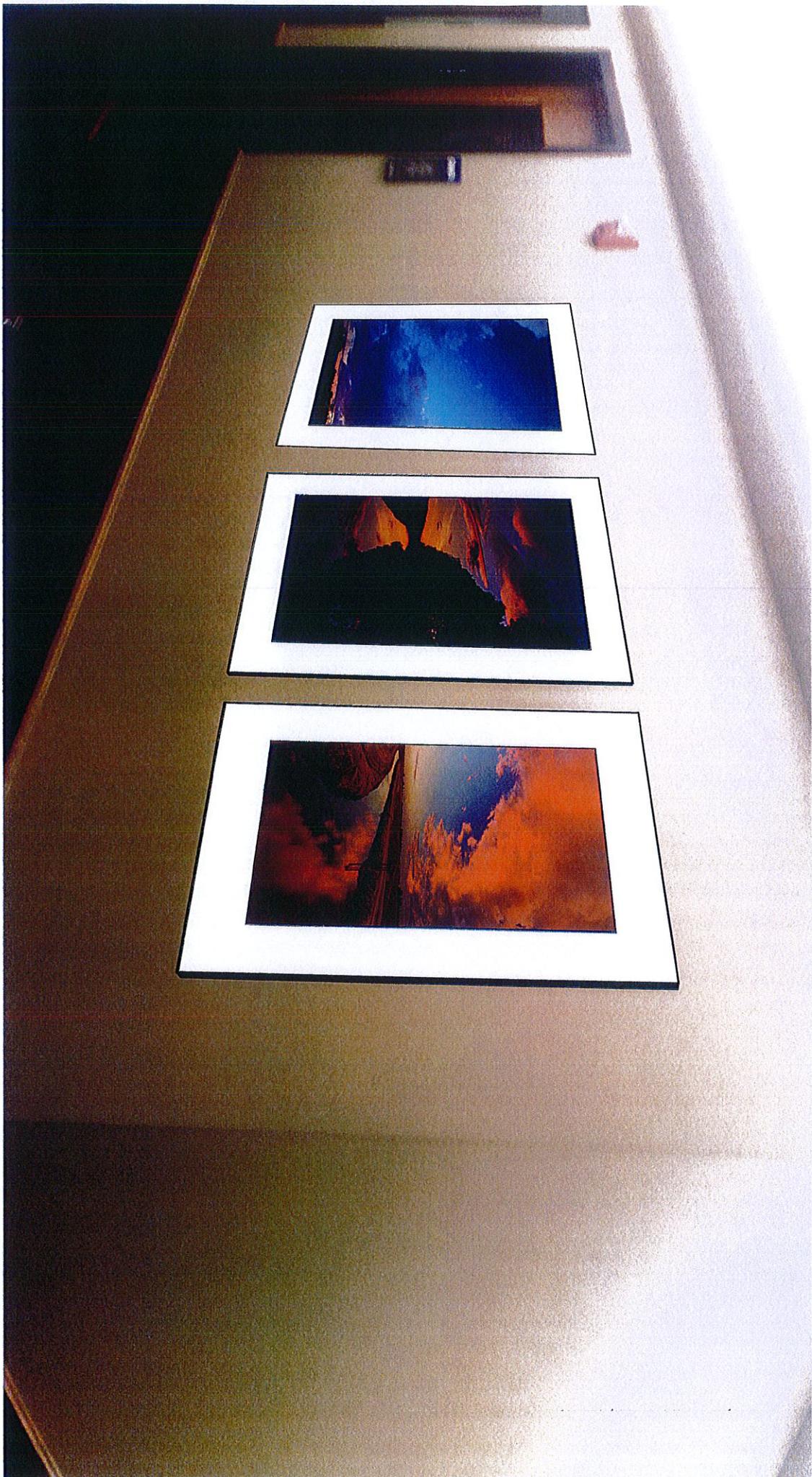


Philip Gross painting at location #9

Main Entrance

Three photos by Jock Hamilton at location #7







**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Ethan Walsh, City Attorney
SUBJECT: Historic Preservation Commission

RECOMMENDATION:

That the Council discuss whether to reinstate the City's Historic Preservation Commission as a stand-alone entity and provide direction to the City Attorney on whether to draft an ordinance that would revise the responsibilities of the Historic Preservation Commission.

BACKGROUND:

The City's Municipal Code currently provides for the existence of a Historic Preservation Commission, which is charged with a number of responsibilities related to Historic Preservation, including review of development proposals within any City designated historic districts. A copy of the original ordinance, adopted in the 1980s, is attached.

When the City adopted the General Plan, the responsibilities of the Historic Preservation Commission were delegated to the Planning Commission. The Historic Preservation Commission has not operated as a stand-alone entity for several years.

Vice-Mayor Fridae and other interested members of the community have been discussing ways that the City could help to preserve the integrity of many of the City's historic features, particularly in the event the City faces a catastrophic event similar to the earthquake that impacted downtown Napa. One of the steps they have discussed is the reinvigoration of the Historic Preservation Commission. To that end, the Vice-Mayor and I briefly discussed ways in which the Historic Preservation Commission could be reestablished separate from the Planning Commission, with a stream-lined set of responsibilities. Enclosed is a bullet-point list of the responsibilities that we have

discussed.

Before spending time drafting an ordinance, we would like to discuss various options and whether the Council as a whole has an interest in this issue. If the Council does wish to move forward with an ordinance, the Council can provide direction on the general terms of the ordinance, which would return at a later meeting.

FISCAL IMPACT:

None at this time. Drafting the ordinance, if desired, would be covered under the general City Attorney retainer.

Attachments: Historic Preservation Ordinance
 Bullet Point List of Potential Terms

Current Powers and Duties of the Historical Preservation Commission (“HPC”)

- Undertake a comprehensive historic resources inventory; maintain a historic register; and maintain historic collections as may be donated to the City;
- Establish criteria, guidelines and standards to carry out the intent of the Historic Preservation Ordinance;
- Recommend to the City Council the designation of historical landmarks and historical districts;
- Participate in administering regulations pertaining to historical landmarks and districts;
- Recommend to City Council ways to fund and otherwise make financially feasible the protection of historical landmarks and districts;
- Recommend to Council the means to implement the Historical Preservation Element¹ of the General Plan and the Historic Preservation Ordinance by developing information and programs to increase awareness of, preservation of, and use of historical landmarks and districts;
- Perform such other duties as the City Council may direct;
- Integrate preservation planning into the general planning review process.

The Ordinance also requires that no person may undertake any of the following within the Historic District (designated as Main Street between Railroad and First Streets) unless they receive a “certificate of approval” from the HPC:

- Construction of a new structure;
- Moving, demolition or alteration of an existing structure in any manner which affects the exterior appearance;
- Change in land use that affects the exterior appearance of the structure;
- Erection, remodeling or replacing a sign which affects the exterior appearance of a structure.

Proposed Powers and Duties of the HPC

- Become familiar with, maintain and update the historic resources inventory and the historic register; oversee the maintenance of historic collections as may be donated to the City;
- Establish and update criteria, guidelines and standards to carry out the responsibilities of the HPC under the Historical Preservation Ordinance;
- Make recommendations to the Council on designation of historical landmarks and districts;
- Make recommendations to Council on ways to fund and otherwise make financially feasible the protection of historical landmarks and districts;
- Develop information and programs to increase awareness of, preservation, and use of historical landmarks and district.
- Review and make recommendations to the Planning Commission on any request for a “certificate of approval” for development or alteration to structures within the Historic District. (Would this be after the fact? Shouldn’t they see proposed projects when they are proposed?)

¹ There is no Historical Preservation Element in the current General Plan.



City of Winters

FOUNDED IN 1875
318 First Street
Ph. 795-4910

Winters, California 95694

MAYOR: Robert Chapman
VICE MAYOR: Roger Mosler
COUNCIL: Gilbert A. Sebastian
Wayne E. Stewart
Roy Jones
CITY CLERK: Gale A. Bruhn
TREASURER: Margaret Dozier
CITY MANAGER: Gail Wingard

June 5, 1985

Theresa Sackett
601 First Street
Winters, CA 95694

Dear Theresa:

The Winters City Council on June 4, 1985, approved your appointment to serve as a member on the Historical Preservation Commission.

Your term of office will be from June 4, 1985 to June 30, 1986.

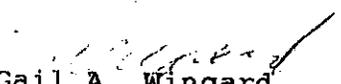
Purpose of the commission is to review all building permits requested on structures located in the Historic Zone as defined by the City Map as a Historic District. A copy of the Ordinance is enclosed for your review.

It is suggested the Commission conduct it's first meeting June 25, 1985, at 7:30 p.m. in the City Council Chambers located at 318 First Street, to review the Ordinance and take necessary action to establish the governing body, and procedures of operations.

It is suggested Attorney John Wallace be contacted to assist.

City Staff will be happy to assist upon your request.

Sincerely,


Gail A. Wingard
City Manager

GAW/aam

cc: Council
Wallace

ORDINANCE 85-03

AN ORDINANCE ESTABLISHING A HISTORICAL
PRESERVATION COMMISSION AND PROCEDURE
FOR DESIGNATING AND PROTECTING HISTORICAL
LANDMARKS AND HISTORICAL DISTRICTS

THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY
ORDAIN AS FOLLOWS:

Section One. This ordinance is adopted to establish a historical preservation program for the City of Winters that will "provide for the protection, enhancement, perpetuation, or use of places, sites, buildings, structures, works of art and other objects having special character or special historical or aesthetic interest or value" (as stated in the California Government Code, Sections 25373 and 37361, and outlined in the Historic Preservation Element of the Winters General Plan of 1984.

This ordinance is also adopted to preserve areas, specific structures and objects within the City that reflect special elements of the City's architectural, artistic, cultural, engineering, economic, aesthetic, historical, political, social, and other heritage; to stabilize and improve property values in historic districts; and to promote the public health, safety, and general welfare by providing for the identification, protection, enhancement, preservation, and use of these cultural resources for the following reasons:

- A. To safeguard the City's heritage as embodied and reflected in such resources;
- B. To encourage public knowledge, understanding, and appreciation of the City's past;
- C. To foster civic and neighborhood pride and a sense of identity based on the recognition and use of cultural resources;
- D. To promote the enjoyment and use of cultural resources appropriate for the education and recreation of the people of the City;
- E. To preserve diverse and harmonious architectural styles and design preferences reflecting phases of the City's history and to enhance, complementary contemporary design, construction and the visual character of the City by encouraging the compatibility of architectural styles within Historic Districts reflecting unique and established architectural traditions;
- F. To enhance property values and to increase economic and financial benefits to the City and its inhabitants;
- G. To strengthen the economy of the City by protecting and enhancing the City's attractions to residents, tourists and visitors (thereby stimulating business and industry);
- H. To identify as early as possible and resolve conflicts between the preservation of cultural resources and alternative land uses;
- I. To foster public appreciation of and civic pride in the beauty of the City and the accomplishments of its past;

Section 2. ARTICLE 7 is hereby added to Chapter 3, Title II of the Winters Municipal Code to read as follows:

SECTION 2-3.701. Creation of Historical Preservation Commission.

There is created a Historical Preservation Commission. The Commission will consist of 5 members appointed by the Mayor, with the consent of the City Council.

SECTION 2-3.702. Qualification of Members.

To be eligible for appointment to the commission, an individual must have a demonstrated interest in historic preservation.

SECTION 2-3.703. Term of Office.

June 30, 1987
Clyde Johnson
The term of office for each member is 2 years. The members first appointed shall qualify themselves by lot so that 3 members serve until June 30, 1985, and 2 members serve until June 30, 1986. Each member serves until his successor is appointed and qualifies.

SECTION 2-3.704. Removal or Vacancy.

A member of the commission may be removed by a majority vote of the City Council. A vacancy is filled in the same manner as the original appointment. A person appointed to fill a vacancy serves for the remainder of the unexpired term.

SECTION 2-3.705. Vacancy Caused by Absence from Meeting.

If a member of the commission is absent without cause from 3 successive meetings of the commission, the office becomes vacant automatically. The commission shall immediately notify the council of the vacancy.

SECTION 2-3.706. Time and Place of Regular Meetings.

The commission shall fix the time and place of its regular meetings.

SECTION 2-3.707. Appointment of Officers.

The commission shall appoint a chair and vice-chair and secretary from among its members. The chair and vice-chair serve for a term of 1 year and until the successor of each is appointed and takes office.

SECTION 2-3.708. Adoption of Rules.

The commission shall adopt rules for the transaction of its business.

SECTION 2-3.709. Commission Records.

The commission shall keep a public record of its resolutions, transactions, findings and determinations.

SECTION 2-3.710. Quorum.

Three members of the commission constitutes a quorum for

the transaction of business.

10% maintenance

SECTION 2-3.711. Duties of Officers.

(a) Chair: The chair shall preside at all meetings of the commission. He or she shall appoint each committee and shall perform the duties necessary or incidental to the office.

(b) Vice-Chair: The vice-chair is chair in the absence of the chair or in case of inability of the chair to act.

(c) Secretary: The secretary shall keep minutes of each meeting and shall record the official action taken. On all official actions on which a vote is taken, the secretary shall take the vote by roll call, in alphabetical order, with the chair voting last. The secretary shall certify each official document and resolution of the commission. The secretary shall maintain records of operation and shall perform such other duties as the commission assigns.

Over
SECTION 2-3.712. Powers and Duties.

The Historical Preservation Commission shall have the following powers and duties:

(a) To undertake a comprehensive historic resources inventory, to maintain a historic register; and to maintain such historical collections as may be donated to the City;

(b) To establish various criteria, guidelines and standards to carry out the intent of this ordinance;

(c) To recommend to the City Council the designation of historical landmarks and historical districts;

(d) To participate in administrating regulations pertaining to historical landmarks and historical districts;

(e) To recommend to the City Council ways to fund and to otherwise make financially feasible the protection of historical landmarks and historical districts; *such as grants?*

(f) To recommend to the Council the means to implement the Historic Preservation Element of the General Plan and this Ordinance by developing information and programs to increase awareness of, preservation of, and use of historical landmarks and historical districts in the City;

(g) To perform such other duties as the City Council may direct;

(h) To integrate preservation planning into the general planning review process.

Section 3. ARTICLE 30 is hereby added to TITLE VIII, Chapter 1 of the Winters Municipal Code to read as follows:

SECTION 8-1.3001. Definitions. The following definitions of terms found in this Article shall apply:

A. "Alteration" means any exterior change or modification, through public or private action, of any cultural resource or of any property located within a historic district including, but not limited to, exterior changes to or modification of structure, architectural details or visual characteristics such as grading, surface paving, new structures, cutting or removal of trees and other natural features, disturbance of archeological

plaque w
sites or areas, and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plaintings, and landscape accessories affecting the exterior visual qualities of the property.

B. "Cultural resource" means improvements, buildings, structures, signs, features, sites, places, areas or other areas of scientific, aesthetic, educational, cultural, architectural, or historical significance to the citizens of the City.

C. "Exterior architectural feature" means the architectural elements embodying style, design, general arrangement and components of all of the outer surfaces of an improvement, including but not limited to the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

*Alteration
to original window*

D. "Historic District" means any area containing improvements which have a special character, historical interest or aesthetic value or which represent one or more architectural periods or styles typical to the history of the City, and which improvements constitute a distinct section of the City that has been designated an historic district pursuant to this ordinance.

E. "Improvement" means any building, structure, place, parking facility, fence, gate, wall, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

F. "Designated Structure" (landmark, cultural resource, historic structure) means any improvement that has special historical, cultural, aesthetic or architectural character, interest or value as part of the development, heritage or history of the City, the State of California, or the nation and that has been designated pursuant to this ordinance.

G. "Designated site" (historic site, cultural resource site, landmark site) means a parcel or part thereof on which a cultural resource is situated, and any abutting parcel or part thereof constituting part of the premises on which the cultural resource is situated, and which has been deemed a designated pursuant ~~to~~ ^{to} this ordinance.

H. "Object" means a material thing of functional, aesthetic, cultural, symbolic or scientific value, usually by design or nature movable.

I. "Preservation" means the identification, study, protection, restoration, rehabilitation or enhancement of cultural resources.

SECTION 8-1.3002. Creation of Historic Districts

(a) In accordance with recommendations made in the Winters Cultural Resources Inventory Report (1983), the council finds that the area described in subsection (b) contains

The book contains R.R. Am...

improvements which have either a special character or special historical interest or aesthetic interest or value and represent a period or style of architecture typical of eras in the city's history. Because of these factors the area constitutes a distinct section of the City.

(b) The Council designates Historic District One. The Historic District One consists of each parcel of property, and each designated landmark, located within the area described as follows;

Main Street, between Railroad Avenue and First Street. The area described is more particularly shown on a map attached to this Ordinance and designated as "Map of Historic District One of the City of Winters." The map designated as Map of Historic District One of the City of Winters is made a part of this ordinance by reference.

SECTION 8-1.3003. Approval required.

No person may undertake any of the following within the historic district without a certificate of approval from the Historical Preservation Commission.

- certificate of approval*
- (1) construction of a new structure;
 - (2) the moving, demolition or alteration of an existing structure in any manner which affects the exterior appearance of the structure;
 - (3) a change in land use which affects the exterior appearance of a structure;
 - (4) the erection, remodeling, or replacing or a sign which affects the exterior appearance of a structure.

SECTION 8-1.3004. Application for a permit to construct or alter structures.

(a) A person who desires to construct, alter, move or demolish a structure within the historic district shall file an application with the building inspector on a form prescribed by the city. The application shall include all necessary information required by the rules of the Historical Preservation Commission. When the application is filed, it shall be referred to the commission.

(b) The commission shall prescribe the rules for the giving of Notice and the holding of a public hearing upon applications filed under this ordinance.

SECTION 8-1.3005. Factors to be considered upon application.

In reviewing and acting upon each application, the commission shall consider:

- (1) The historic value and significance, or the architectural value and significance or both, of the structure and its relation to the historic value of the surrounding area;
- (2) The relationship of the exterior architectural features of the structure to the rest of the structure itself and to the surrounding area;
- (3) The general compatibility of exterior design, arrangement, texture and material which is proposed by the applicant.

SECTION 8-1.3006. Commission restricted to exterior features only. The commission shall consider and pass upon only the exterior features of a structure and may not consider the interior arrangement of the structure. The commission may not disapprove applications except in regard to the considerations set forth in Section 8-1.3003.

It is the purpose and intent of this ordinance that the commission be STRICT in its judgment of plans for structures, or landmarks considered to have significance in the historic and architectural history of the city, particularly those in the historic districts established in this ordinance.

It is also the purpose of this ordinance and the intent of the city council that the commission be LENIENT in its judgment of plans FOR STRUCTURES WHICH HAVE LITTLE OR NO HISTORIC VALUE or plans for new construction except where the plans would seriously impair the historic or architectural value of surrounding structures or landmarks. In adopting this ordinance the city council does not intend to limit new construction, alteration or repairs to any particular period of architectural style. *Such as High @Donnell Bldg*

SECTION 8-1.3007. Procedure upon application.

(a) Upon the filing of an application, the secretary of the commission shall set the matter for hearing and shall give notice in accordance with the rules of the commission. The commission shall hold a public hearing and shall make its decision within 30 days from the date the application is filed. If the commission fails to act within 30 days, the application is considered approved unless the applicant and the commission agree to an extension of time.

(b) At the conclusion of the hearing the commission shall make its decision and shall file a certificate of approval or certificate of rejection with the building inspector. No person may do any work upon a structure which is a subject of an application until the commission has filed its certificate of approval. If the commission files a certificate of rejection, the building inspector shall not issue a building permit.

(c) The commission shall have the right to refuse the issuance of a building permit, or to halt the demolition of a structure up to 180 days.

SECTION 8-1.3008. Special considerations.

(a) If the commission is satisfied that the proposed construction or alteration will not materially impair the historic or architectural value of the structure, it shall approve the application.

(b) If the commission finds that the retention of the structure constitutes a hazard to public safety and the hazard cannot be eliminated by economic means available to the owner, the commission shall approve the application.

(c) If the commission considers the structure or landmark valuable for the history or period of architecture it

represents and important to the neighborhood in which it exists, the commission may nevertheless approve the application if any of the following circumstances exist:

(1) The structure is a deterrent to a major improvement program which substantially benefits the city;

(2) Retention of the structure causes an undue financial hardship to the owner; or

(3) Retention of the structure is not in the interest of the majority of inhabitants of the city.

(e) The commission may approve the moving of a structure or landmark of historical or architectural value as an alternative to demolition.

SECTION 8-1.3009. Exceptions from regulations. *Except*

The regulations contained in this ordinance for approval by the commission do not apply to painting, routine maintenance or repair of a structure or landmark within the historic district.

SECTION 8-1.3010. Appeal.

A person aggrieved by an action of the Historical Preservation Commission may appeal the decision to the City Council. The time for taking an appeal, the notice and hearing and the rules applicable to the hearing and decision which apply to land use matters shall apply to an appeal from the commission.

SECTION 8-1.3011. Regulations enforced by building official.

The provisions of this chapter shall be enforced by the building inspector of the city with the aid of persons from such other city departments as may be requested by the building inspector. The provisions of the State Historic Building Code (California Administrative Code, Title 24, Part 8) shall be applicable in permitting repairs, alterations, and additions necessary for the preservation, restoration, moving or continued use of a historical building or structure.

SECTION 8-1.3012. Violation is a nuisance and may be abated.

A person who violates the provisions of this chapter is guilty of maintaining a public nuisance. An authorized employee of the building department may mail written notice to the owner that the violation exists. The owner then shall have thirty days to remedy the violation. The notice shall state that if the violation is not corrected within the time specified, legal proceedings to abate the violation shall be instituted. The city may follow the procedure conferred by Government Code Sections 38773, 38773.5, Civil Code Section 3494, Code of Civil Procedure Section 731, or other lawful authority.

SECTION 8-1.3013. Penalty for violation.

Any person violating any provision of this Chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be fined in an amount not exceeding \$500.00 or be imprisoned for a period not exceeding six months or be so fined and

imprisoned. Each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

SECTION 8-1.3014. Remedies are cumulative.

The remedies for violation of the provisions of this chapter are alternative and cumulative rather than exclusive in nature.

SECTION 8-1.3015. Showing of hardship.

The commission or City Council need not disapprove an application for permit to carry out any proposed work in an historic district, or on a landmark or a landmark site, if the applicant presents clear and convincing evidence of facts demonstrating to the satisfaction of the commission or city council that such disapproval will work immediate and substantial hardship on the applicant because of conditions peculiar to the person seeking to carry out the proposed work, whether this be the property owner, tenant or resident, or because of conditions peculiar to the particular improvement, building or structure or other feature inconsistent with the purposes of this Chapter. If a hardship is found to exist under this section, the Commission or City Council shall make a written finding to that effect, and shall specify the facts and reasons relied upon in making such finding.

SECTION 8-1.3016. Severability.

If any section, sentence, clause or phrase of this Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have passed this ordinance and adopted this Chapter and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

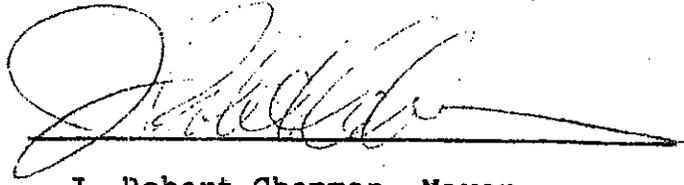
Section 4. Taking effect: This Ordinance shall take effect thirty (30) days after its passage and shall be published as required by law.

The foregoing ordinance was first introduced at a regular meeting of the Winters City Council on May 7, 1985. A Public Hearing was held on May 21, 1985. On May 21, 1985, the ordinance was adopted by said City Council, at a regular meeting, by the following vote:

AYES: J. Robert Chapman, Mayor
Roger Mosier, Vice-Mayor
Roy Jones, Councilman
Gilbert Sebastian, Councilman
Wayne Stewart, Councilman

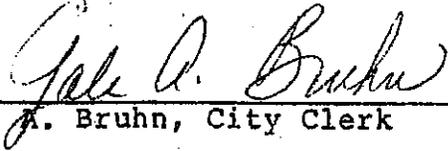
NOES: None

ABSENT: None

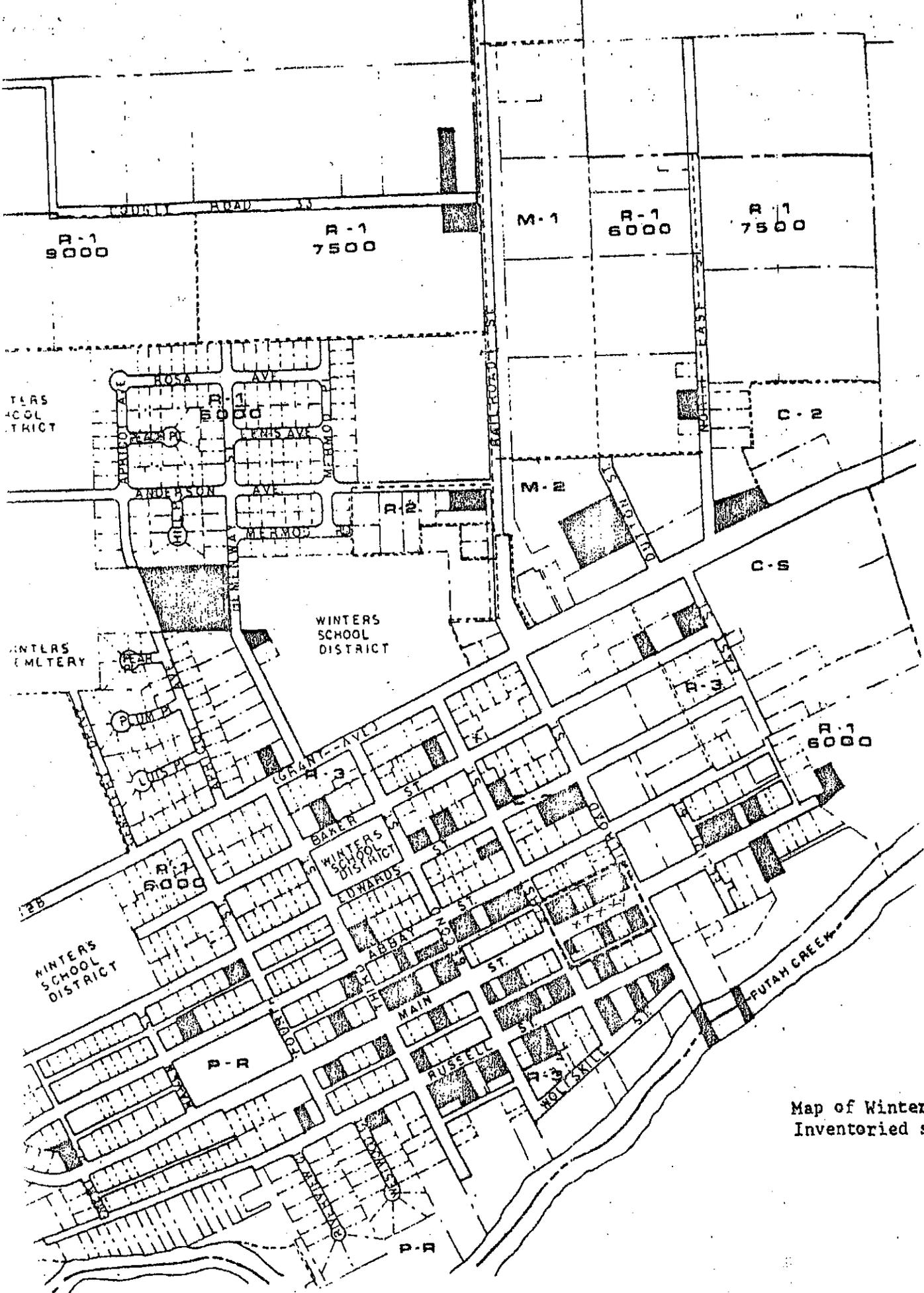
A handwritten signature in cursive script, appearing to read "J. Robert Chapman", written over a horizontal line.

J. Robert Chapman, Mayor

ATTEST:

A handwritten signature in cursive script, appearing to read "Gale A. Bruhn", written over a horizontal line.

Gale A. Bruhn, City Clerk



Map of Winters:
Inventoried sites



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
FROM: David Dowswell, Community Development Director through
John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Highlands – Public Hearing and consideration of the proposed
Amended and Restated Development Agreement and Amended Tentative
Subdivision Map

RECOMMENDATION:

That the City Council:

1. Receive a Staff Report on a proposed Winters Highlands Amended and Restated Development Agreement and Amended Tentative Subdivision Map, and
2. Conduct a Public Hearing to consider comments on the Amended and Restated Development Agreement; and Amended Tentative Subdivision Map, and
3. Consider the Addendum to the previously certified and approved CEQA clearance for the Winters Highlands Development Agreement in the form of an Environmental Impact Report and Mitigation Monitoring Program (Resolution No. 2006-08) adopted on April 4, 2006. Per Section 15060(c)(2) of the CEQA Guidelines, the proposed Amended and Restated Development Agreement and Amended Tentative Map are not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amended and Restated Development Agreement and Amended Tentative Subdivision Map; and

4. Approve Resolution No. _____, Resolution of the City Council of the City of Winters Approving a CEQA Addendum to the Winters Highlands Final Environmental Impact Report (SCH #2004012109) in Support of the Amended and Restated Development Agreement and Amended Tentative Subdivision Map for the Winters Highlands Subdivision; and
5. Approve Resolution No. _____, Resolution of the City Council of the City of Winters Approving an Amended Tentative Subdivision Map for the Winters Highlands Subdivision; and
6. Introduce Ordinance No. 2015-01, an ordinance of the City of Winters approving the Amended and Restated Development Agreement and amended Tentative Subdivision Map, commonly known as the Winters Highlands Project, between the City of Winters and GBH-Winters Highlands, LLC.

BACKGROUND:

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

In April 2006, the City approved the Winters Highlands Development Agreement. In November 2006 a First Amendment was approved regarding certain terms related to the expansion of the wastewater treatment plant, the maximum number of non-market rate units that can be built per year and the amount of the fee for the new library and community pool. In January 2009 a Second Amendment was approved regarding the expiration date of the DA, further clarifying the number of non-market rate units that can be built per year and the amount of fees and when they were due. Notwithstanding the amendments to the Development Agreement, the Developer never commenced development of the project.

Early in 2014 the City started meeting with representatives of Homes by Towne, a homebuilder who is interested in acquiring the Winters Highlands Subdivision provided that certain amendments can be made to the DA. Homes by Towne has been working on behalf of GBH-Winters Highlands, LLC, the current owner of the Winters Highlands property, discussing possible amendments to the original DA. This amendment and restatement to the Winters Highlands original DA is a comprehensive revision to essentially “modernize” the DA, to recognize capital improvements made during the interim, needs of the City and the Developer, and to make other amendments to the DA requested by Homes by Towne to make the project more financially feasible based on today's housing market, in hopes of ensuring the development of the project.

These amendments are intended to bring the DA current and to create a balance that will bring a quality project to the City and one which is financially viable to build for the Developer. These modifications are discussed below.

The Planning Commission considered the Winters Highlands Amended and Restated Development Agreement (Attachment B) and Amended Tentative Subdivision Map (Map) (Attachment C) at a special meeting on January 5, 2015, after a public hearing to consider public testimony regarding the proposed Amendments. At the conclusion of the hearing the Commission adopted a resolution recommending the City Council adopt an ordinance (Attachment I) approving the Amended and Restated DA between the City and GBH-Winters Highlands, LLC and approve the amended Map. The Commission further recommended that language be added to the Amended and Restated DA requiring cooperation with the surrounding developments and directing staff to work with the Developer to update the Conditions of Approval that are included with the Map and the Amended and Restated Development Agreement to ensure consistency with the text of the Amended and Restated Development Agreement. The Conditions of Approval, updated per the Planning Commission's direction and to address certain design issues described below are enclosed as Attachment D.

The City has received two comment letters regarding this project since the Planning Commission meeting and as of the writing of this staff report. Mr. Caro voiced concern about the increase in Winters population that would occur as a result of this development. Mr. Springer encouraged the Council to require that 50 percent of homes in the proposed subdivision be equipped with photo-voltaic systems, as originally conditioned, each house be pre-wired to provide charging stations for electrical vehicles and all the homes be built to Energy Star Version 3 standards (Attachment H).

DISCUSSION:

Development Agreement

The proposed Amended and Restated DA includes the following changes to the original DA and the First and Second amendments:

1. **Term:** Establishes a new term for the DA of ten (10) years effective from the date of recording. The DA is currently set to expire in 2016.
2. **Right to Assign:** The DA retains the provisions that give the City approval rights over the assignment of the DA to another developer, but adds technical requirements to help protect the developer's financial information.
3. **Reduction in the Number of Units:** Reduces the number of lots from 413 to 395 due to the Developer agreeing to pay an in-lieu fee to meet the affordable housing obligation. The Developer is converting the 18 duplexes or 36 lots into 18 single-family lots thereby reducing the total number of lots to 395.

4. Phasing of Development: The DA previously limited the number of units that could be developed on an annual basis as part of the Winters Highlands subdivision. The Amended and Restated DA eliminates the annual limits set forth in the DA, and instead includes a limitation to prevent the Developer from pulling building permits for more than 200 units in a single year.
5. Affordable Housing: Requires the developer pay an in-lieu fee of \$2,000,000 and offer land dedication to meet the obligation to provide a 30-unit low income apartment and 18 affordable duplexes within the subdivision, consistent with the amended Affordable Housing Plan approved by the City Council earlier this year. The developer will be providing 18 moderate income deed restricted affordable single-family homes within the subdivision.
6. Obligations to Winters Joint Unified School District: The obligations to the School District are amended based on new terms that were negotiated between the Developer and the School District directly.
7. Annuity: Revises the original DA by deleting Section 4.5 regarding the provision requiring a fiscal neutrality annuity payment of \$2,402 per unit. This is being deleted after the same requirement for the Hudson-Ogando Subdivision was recently deleted from that DA based on a revised fiscal analysis for the project that indicates these projects will not require the annuity to be fiscally neutral.
8. Mello-Roos Financing: The Amended and Restated DA offers the Developer the options of pursuing the formation of a Community Facilities District to help finance the construction of public improvements and amenities associated with the development.
9. Park Improvements: The Amended and Restated DA does not change the obligations for the construction of the linear park within the development, but does clarify that in the event the park improvements exceed the cost estimate for those improvements, and the City opts to contribute to ensure that the park is constructed as designed, that future phases of the Development will not be delayed, provided that the Developer has paid its full obligation toward the cost of constructing the park.
10. Waste Water Treatment Plant: The original DA provided that the Developer would provide advance funding for a second phase of the City's wastewater treatment plant, and in exchange for that advanced funding, the Developer was guaranteed capacity in the City's treatment plant for a specific number of units. The Amended and Restated DA removes the advanced funding obligation, but also removes the guarantee of the availability of wastewater capacity. Instead, the City Engineer will determine whether there is sufficient capacity prior to issuing a final map for each phase of the project. Instead, the Developer has

agreed to fund an update to the City's Wastewater Treatment Master Plan, and a financing plan to determine how to fund future expansion of the plant. The Developer will be eligible to receive reimbursement from future development for the cost of advance funding these studies.

11. Broadband Infrastructure: Revise to require the Agreement to include the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.
12. Removal of Requirements for Facilities Previously Constructed: The original DA included requirements for advance contributions to the construction of the Public Safety Facility, the Library and the Community Pool. The Developer provided funding for these facilities already, and they have been constructed. The requirements have been removed.
13. Removal of Miscellaneous Contributions: The Original DA also included certain miscellaneous contributions toward environmental education programs, development of the Putah Creek Park, and improvements to the Winters High School cafeteria, totaling \$450,000. The obligation to make those contributions has been removed.
14. Cooperation with Other Developments: Consistent with the Planning Commission direction, the Amended and Restated Development Agreement has added language that provides for cooperation between the developers of the Highlands, Hudson-Ogando and Callahan developments.

Tentative Subdivision Map

As mentioned above, the Developer is requesting to amend the Map (Attachment C) by reducing the number of lots from 413 to 395. The Developer is also requesting approval to amend the Map Conditions of Approval Nos. 61-63, 65, and 80 having to do with design of the future homes. The Developer is as an addition to these conditions that all future homes must meet the Winters Highlands Architectural Guidelines ("Guidelines"). Staff has reviewed the requested amendments and the proposed Guidelines and recommends amending the conditions as follows:

61. In order to achieve architectural diversity, the developer shall offer four floor plans and 12 elevations (three per plan) for each new model phase, consistent with the Winters Highlands Architectural Guidelines.
62. A minimum of half of the required elevations shall include brick or stone veneer wainscot which wraps around the sides of the structure so that it terminates at a point where the yard fencing begins consistent with the Winters Highlands Architectural Guidelines.

63. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials consistent with the Winters Highlands Architectural Guidelines. Single story and two-story plans shall be varied.
65. A minimum of 50 percent of the units shall have prominent useable architectural features such as courtyards, porches or balconies consistent with the Winters Highlands Architectural Guidelines.
80. The following lots shall have wrap-around porches with front doors facing the park: 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east). The following lots shall have wrap-around porches with front doors facing the park and driveways on the local street: 155, 220, 239, and 311 consistent with the Winters Highlands Architectural Guidelines.

Additionally, prior to the Planning Commission meeting, the Developer submitted a memorandum (Attachment L) to the City requesting certain modifications to the Conditions of Approval for the Map to ensure that they are consistent with the text of the Amended and Restated Development Agreement. Staff is recommending the following revisions to the Conditions of Approval:

Condition of Approval No. 6, regarding installation of photovoltaic panels, would be deleted. The development is currently subject to energy efficiency standards more stringent than those required under the original Development Agreement, even with Condition of Approval No. 6

Condition of Approval No. 85, which sets for the number of affordable units and income levels, would be deleted. The affordability requirements for the project have been incorporated into the Amended and Restated DA, and have been amended since the Conditions of Approval were adopted. This condition is no longer accurate or necessary.

Condition of Approval No 87 would be revised to read as follows: Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths. ~~The same requirements shall apply to the affordable apartment units.~~ The reference to apartment units is no longer accurate or necessary.

All of the proposed revisions to the Conditions of Approval are shown in Attachment D.

ENVIRONMENTAL ASSESSMENT

An Environmental Impact Report (EIR) was prepared for this project and certified by the City Council on April 4, 2006 (Resolution 2006-08). An Addendum (Attachment E) has been prepared consistent with Section 15164 of the CEQA Guidelines. The addendum

finds that the proposed amendments to the Mitigations Measures in the Mitigation Monitoring Program, the Development Agreement and Tentative Map are not significant to require preparation of a subsequent EIR.

Lastly, during the process of discussing this project, the Developer asked for clarification regarding how certain mitigation measures for the EIR would be implemented by the City. At the request of the Developer, City staff and consultants prepared a Memorandum of Clarification (enclosed as Attachment F) to address how the City intends to implement certain mitigation measures for the EIR. The Memorandum does not make any changes or revisions to the EIR or the mitigation measures, but simply clarifies how they will be implemented by City staff.

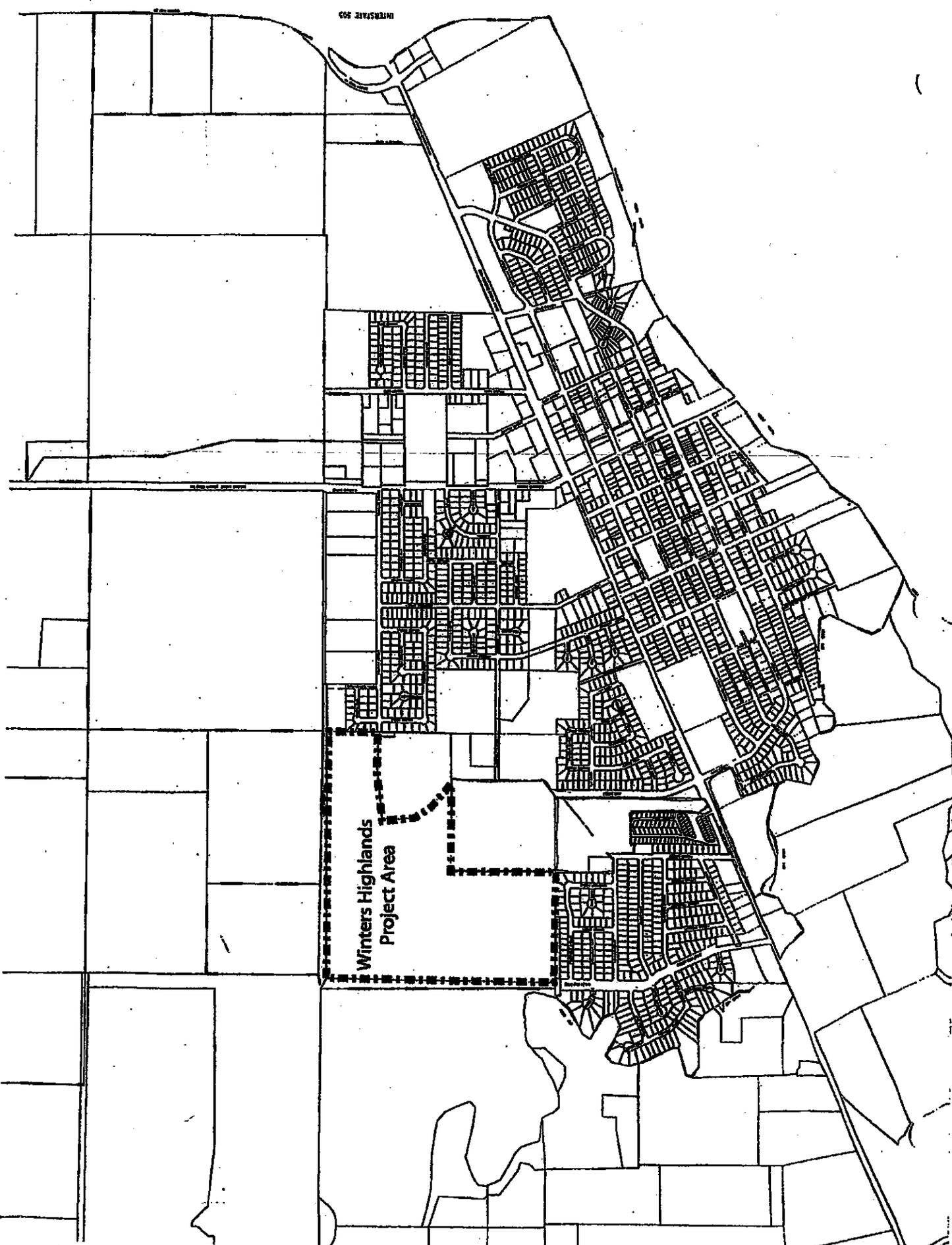
ATTACHMENTS:

- A. Project Map
- B. Redlined Comparison to Original Development Agreement with First and Second Amendments
- C. Amended Tentative Subdivision Map
- D. Amended Conditions of Approvals
- E. Addendum
- F. Memorandum of Clarification dated November 19, 2014
- G. Draft January 5, 2015 Planning Commission minutes
- H. Comment letters from Tim Caro and David Springer dated January 11, 2015
- I. Ordinance
- J. Resolution approving Amended Tentative Map
- K. Resolution approving CEQA Addendum
- L. Memo from Homes by Towne

109

INTERSTATE 505

Winters Highlands
Project Area



RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant
to Government Code Section 27383

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS

AND

GBH-WINTERS HIGHLANDS, LLC

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**AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND GBH-WINTERS
HIGHLANDS, LLC RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN AS
THE WINTERS HIGHLANDS PROPERTY**

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

FACTS AND CIRCUMSTANCES

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

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.
2. The Developer is in the business of developing residential communities in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents.
3. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Winters Highlands Property

and further described in Exhibit A and depicted in Exhibit B to this Agreement, is through the use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864) [entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

4. In order to meet these needs, the City and Developer entered into a Development Agreement approved by Ordinance No. _____ on _____, 2005 and recorded in the Official Records of Yolo County as Document No. _____, which Development Agreement has been amended by an Amendment No. 1 to Development Agreement dated _____ and recorded in the Official Records of Yolo County as Document No. _____, and an Amendment No. 2 to Development Agreement dated _____ and recorded in the Official Records of Yolo County as Document No. _____ (collectively, the "Original Development Agreement").

5. The City and Developer desire to enter into this Agreement to incorporate the previously approved amendments into a single document and make additional amendment to extend the term of the Original Development Agreement and to further update the term and conditions to reflect the current needs and objectives of the Parties.

6. It is the intent of the Parties in entering into this Agreement supersede and replace the Original Development Agreement in its entirety, and further to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain rights to develop the Winters Highlands Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new

development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

ARTICLE 1
DEFINITIONS

Section 1.1 **Definitions.**

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

1. "Agreement" means this Development Agreement.
2. "Application fees" means the amount paid by the Developer for the processing of any Land Use Entitlement or for an amendment to this Agreement.
3. "Building Permit" means the ministerial permit issued for the construction of a residential housing unit or other structure upon the payment of all applicable fees.
4. "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (e.g., the term "City Engineer" includes the person holding that

title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

5. "City of Winters" means the physical boundaries of the City of Winters.

6. "City Public Works Improvement Standards and Construction Specifications" means the City of Winters Public Works Improvement Standards and Construction Specifications, dated September, 2003, and as amended from time to time.

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

8. "Conditions of Approval" means the conditions placed on the approval of the Winters Highlands Land Use Entitlements, including the Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

9. "Developer" means the GBH-Winters Highlands, LLC, a California limited liability company, and/or its successor(s) in interest.

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

11. "Final Subdivision Map" or "Final Map" means the map submitted to the City which, once approved under the City's Subdivision Ordinance and the

Subdivision Map Act, is recorded in the Official Records of Yolo County and legally creates the residential lots, streets, and other land use features shown on it.

12. "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of the Property and used to pay for public facilities attributable to the development project.

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

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

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

16. "Nexus Study" means a study used as the basis for imposing an Impact Fee on new development in accordance with California Government Code section 66000, *et seq.*

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

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

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

20. "Phase" means a Final Map for a portion of the Winters Highlands Tentative Subdivision Map.

21. "Phasing Plan" means the Phases planned for development of Winters Highlands, to be developed generally in the sequence shown on the Plan. The Phasing Plan for the Winters Highland Tentative Subdivision Map is attached as Exhibit E.

22. "Phasing Schedule" means the schedule for commencement and completion of certain Infrastructure in conjunction with each Phase of the Phasing Plan. The Phasing Schedule is attached as Exhibit F.

23. "Property" means the property commonly known as the Winters Highland Property, Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50.

24. "Public Improvements" or "Infrastructure" means facilities constructed or to be constructed for use in accommodating residential use on the Property.

25. "Winters Highlands Property" or the "Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50, and is more specifically shown and described in Exhibits A and B.

26. "Winters Highlands Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for the Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Winters Highlands Tentative Subdivision Map is attached as Exhibit C.

27. "Winters Highlands Subdivision" means the residential development created by the Winters Highlands Tentative Subdivision Map.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Winters Highlands Property, Yolo County Assessor's Parcels No. 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50. A map showing the location and boundaries of the Property is attached as Exhibit B and a legal description describing the Property is attached as Exhibit A. In this Agreement the Winters Highlands Property will, in most instances, be referred to simply as the "Property."

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

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

This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County, and upon recordation of this Agreement, it shall replace and supersede the Original Development Agreement in its entirety, and the Original Development Agreement shall be of no further force and effect.

b. The term of this Agreement is ten (10) years, commencing on the date it is recorded, unless otherwise extended in accordance with State law and City ordinances .

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-Severable Obligations.

a. The Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights,

interests and obligations under this Agreement to a third party during the term of this Agreement.

b. No assignment shall be effective until the City approves the assignment, which shall not be unreasonably withheld provided:

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

2. The proposed assignee has adequate experience with residential or non-residential developments of comparable scope and complexity to the portion of the Project that is the subject of the assignment.

c. Any request for City approval of an assignment shall be in writing and accompanied by audited financial statements of the proposed assignee and any additional information concerning the identify, financial condition and experience of the assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed assignment. To the extent permitted by law, all information submitted to the City shall constitute confidential and proprietary information, and the proposed assignee shall mark any material submitted to the City as such. The City shall have ten (10) business days to review all information provided by the proposed assignee after which all submitted information shall be returned to the proposed assignee. The City review and discussion of all materials submitted by the proposed assignee shall occur in a private meeting and shall not be discussed during a public hearing. To the extent

permitted by law, the City agrees to maintain the confidentiality of all information provided by the proposed assignee in perpetuity.

d. The provisions of subsection b do not apply to the sale of: (i) any lots as shown on Exhibit C for which a Subdivision Improvement Agreement has been approved and entered into by the City and that are subject to a performance bond for infrastructure improvements, (ii) any finished residential lot; or (iii) parcels designated for non-residential uses.

e. Notwithstanding subsection b above, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the development and construction of improvements on the Property and other necessary and related expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

f. Nothing in this Section shall be deemed to constitute or require City consent to the approval of any subdivision or parcelization of the Property, in addition to the Winters Highlands Tentative Subdivision Map. The Parties recognize and acknowledge that any such actions must comply with applicable City

laws and regulations and be consistent with the General Plan, the Land Use Entitlements and this Agreement. Nothing in this Section shall be deemed to constitute or require City consent to an assignment that consists solely of a reorganization of the Developer's business structure.

Section 2.6 Amendment of the Agreement.

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

Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

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

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

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

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

Section 2.9 Notices.

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

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

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

City of Winters
318 First Street

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

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

Diana Reichert Meyer
President and CEO, Meyer Crest, Ltd.
725 Folger Avenue
Berkeley, CA 94710
Telephone (510) 845-1077
FAX (510) 845-1544

Section 2.10 Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 2.11 Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developer and the City. This Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 2.12 Severability. If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of

such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

Section 2.13 Unapproved Transfers Void. Any assignment or attempted Assignment that is inconsistent with Article 2 shall be unenforceable and void and shall not release Developer from any rights or obligations hereunder.

Section 2.14 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure. The Developer's breach of any of the covenants or restrictions contained in this Agreement shall not defeat or render invalid the lien of any mortgage or deed of trust made in good faith and for value as to the Property, or any part thereof or interest therein, whether or not said mortgage or deed of trust is subordinated to this Agreement, but, the terms, conditions, covenants, restrictions and reservations of this Agreement shall be binding and effective against the holder of any such mortgage or deed of trust or any owner of the Property, or any part thereof, whose title thereto is acquired by foreclosure, trustee's sale or otherwise. Provided, however, notwithstanding anything to the contrary above, the holder of a mortgage or deed of trust, or the successors or assigns of such holder or owner through foreclosure, shall not be obligated to pay any fees or construct or complete the construction of any improvements, unless the holder or owner desires to continue development of the Property consistent with this Agreement and the Land Use Entitlements, in which case the holder shall assume the obligations of Developer hereunder in a form acceptable to the City.

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Entitlements.

a. The Property shall be developed in accordance with the Conditions of Approval and the following ordinances, policies and Land Use Entitlements, all of which have been adopted or approved by the City Council:

1. Final Environmental Impact Report, Statement of Overriding Considerations and Mitigation Monitoring and Reporting Program (Resolution No. 2006-08 adopted on April 4, 2006).

2. Addendum to the Final Environmental Impact Report
(Resolution No. _____ adopted on _____).

3. This Amended and Restated Development Agreement
(Ordinance No. 2015-__ adopted _____, 20__ and effective on _____,
(the "Enacting Ordinance")).

4. General Plan Amendment (applicable city-wide) to change the density range for the Medium Density Residential (MR) designation from 5.4-8.8 dwelling units per acre to 4.1-6.0 dwelling units per acre (Resolution No. 2006-09 adopted on April 4, 2006).

5. General Plan Amendment to change the Land Use Map for the Property (102.6 acres) as follows (a) 7.81 acres from Low Density Residential (LR) to Medium/High Density Residential (MHR); (b) 25.26 acres from (LR) to Medium Density Residential (MR); (c) 3.19 acres from MR to LR; (d) 7.11 acres

from MR to MHR; (e) 3.89 acres from MR to Recreation and Parks (RP); (f) 0.31 acres from MR to High Density Residential (HR); (g) 11.47 acres from LR to RP; (h) 0.37 acres from LR to Public/Quasi-Public (PQP); (i) 4.99 acres from PQP to MR; (j) 2.39 acres from RP to HR; (k) 4.71 acres from RP to MHR; (l) 0.23 acres from PQP to MHR; (m) 6.66 acres from RP to MHR; (n) 1.51 acres from Open Space (OS) to RP; and, (o) 1.34 acres from RP to OS (Resolution No. 2006-09 adopted on April 4, 2006).

6. General Plan Amendment to change the Land Use Map for off-site property as follows: (a) 0.22 acres from RP to OS; (b) 0.02 acres from PQP to OS; (c) 2.44 acres from PQP to RP; (d) 0.29 acres from PQP to MHR; (e) 3.84 acres from LR to PQP; (f) 0.32 acres from PQP to Neighborhood Commercial (NC); (g) 0.48 acres from PQP to HR; (h) 2.09 acres from RP to HR; (i) 1.25 acres from NC to HR; (j) 1.94 acres from HR to LR; (k) 4.67 acres from RP to LR; (l) 0.48 acres from RP to PQP; (m) 0.07 acres from PQP to LR; and, (n) 3.16 acres from Rural Residential (RR) to LR. (Resolution No. 2006-09 adopted on April 4, 2006).

7. General Plan Amendment to modify the Flood Overlay Zone within the Land Use Element; and, re-designate Moody Slough Road as a Primary Collector in the Circulation Element (Resolution No. 2006-09 adopted on April 4, 2006).

8. Zoning Ordinance Amendments to change the Zoning Map for the Property (102.6 acres) as follows: (a) 7.81 acres from Single Family Residential 7,000 SF Average Minimum (R-1) to Single and Multi-Family Residential (R-3/PD); (b) 25.26 acres from R-1 to Single Family Residential 6,000 SF Average Minimum (R-2); (c) 3.19 acres from R-2 to R-1; (d) 7.11 acres from

R-2 to R-3/PD; (e) 3.89 acres from R-2 to Parks and Recreation (P-R); (f) 0.31 acres from R-2 to High Density Multi-Family Residential (R-4); (g) 11.47 acres from R-1 to P-R; (h) 0.37 acres from R-1 to Public/Quasi-Public (PQP); (i) 4.99 acres from PQP to R-2; (j) 2.39 acres from P-R to R-4; (k) 4.71 acres from P-R to R-2; (l) 0.23 acres from PQP to R-3/PD; (m) 6.66 acres from P-R to R-3/PD; (n) 1.51 acres from Open Space (OS) to P-R; and, (o) 1.34 acres from P-R to OS (Ordinance No. 2006-03 adopted April 18, 2006 and effective on May 18, 2006).

9. Zoning Ordinance Amendments to change the Zoning Map for off-site property as follows: (a) 0.22 acres from Parks and Recreation (PR) to OS; (b) 0.02 acres from PQP to OS; (c) 2.44 acres from PQP to RP; (d) 0.29 acres from PQP to Multi-Family Residential (R-3); (e) 3.84 acres from Single Family Residential 7,000 Sf Minimum (R-1) to PQP; (f) 0.32 acres from PQP to Neighborhood Commercial (C-1); (g) 0.48 acres from PQP to High Density Multi-Family Residential (R-4); (h) 2.09 acres from PR to R-4; (i) 1.25 acres from C-1 to R-4; (j) 1.94 acres from R-4 to R-1; (k) 4.67 acres from PR to R-1; (l) 0.48 acres from PR to PQP; (m) 0.07 acres from PQP to R-1; and, (n) 3.16 acres from Rural Residential (R-R) to R-1. (Ordinance No. 2006-03 adopted April 18, 2006 and effective on May 18, 2006).

10. Planned Development (PD) Permit to allow for modification of the minimum lot area, lot width, and lot depth for R-3 lots as identified on the Winters Highlands Tentative Subdivision Map (Permit No. 2006-01 approved on April 4, 2006).

11. Exclusion of the Property from the West Central Master Plan (Resolution No. 2006-09 adopted on April 4, 2006).

12. Amendments to the Circulation Master Plan (adopted May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001) (Resolution No. 2006-09 adopted on April 4, 2006).

13. Amendments to the Bikeway System Master Plan (adopted November 19, 2002) (Resolution No. 2006-09 adopted on April 4, 2006).

14. Amendments to the Rancho Arroyo Storm Drain District Master Plan to modify the Rancho Arroyo drainage shed (Resolution No. 2006-09 adopted on April 4, 2006).

15. Winters Highlands Tentative Subdivision Map (Map No. 4507), as amended, with Findings of Fact and Conditions of Approval, on 102.6 acres creating 422 single-family lots (including 18 duplex lots) on 49.45 acres; a 2.01 acre parcel for 30 apartments; 10.63 acres for park land (plus a 10,000 SF well site); 7.43 acres of open space and wetlands; an exchange parcel of 0.04 acres to the Callahan Estates project; and 32.81 acres in public roads. (Resolution No. 2006-09 adopted on April 4, 2006, as amended by Resolution No. _____ adopted on _____).

16. A Lot Line Adjustment allowing an exchange of property with the adjoining Callahan Estates project (Resolution No. 2006-09 adopted on April 4, 2006).

b. Under the provisions of Government Code section 66452.6(a), the term of the Winters Highlands Subdivision Tentative Subdivision Map is hereby extended to be co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the Land Use Entitlements described in Section 3.1 above, and in conformity with the City rules, regulations, policies, standards, specifications and ordinances (collectively "City laws") in effect on the date of adoption of the Enacting Ordinance.

Section 3.4 Rights Retained by the City.

This Agreement shall be construed to reserve to the City all power and authority to regulate the development of the Property, unless expressly limited herein. Notwithstanding any other provision of this Agreement, the following regulations and provisions shall apply to the development of the Property:

a) Application fees and charges of every kind and nature imposed by the City to cover the actual costs to the City of processing development applications or for monitoring compliance with any land use entitlements granted or issued.

b) Regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure, provided such procedures are

uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

c) Regulations governing construction standards and specifications including, without limitation, the City's building code, plumbing code, mechanical code, electrical code, fire code and grading code, and all other uniform construction codes then applicable in the City at the time of permit application.

d) City laws which may be in conflict with the Land Use Entitlements but which are reasonably necessary to protect the public health and safety, provided such City laws and regulations are uniformly applied on a city-wide basis to all substantially similar types of development projects and properties.

e) New City laws applicable to the Property, (i) mandated by State or federal law; (ii) required for reasons of public health, safety or welfare, based upon findings adopted by the City Council; or (iii) which do not conflict with the vested right of Developer to develop the Property in accordance with the Land Use Entitlements described in Section 3.1 above, provided such new rules, regulations, policies, standards and specifications are uniformly applied to all substantially similar types of development projects and properties, and do not materially impact the Project.

f) Fees and charges which are in effect and collected at the time of the approval of a Final Subdivision Map or the issuance of a Building Permit, as provided in this Agreement or as generally applicable throughout the City of Winters, including, but not limited to, Impact Fees for

traffic signalization, storm drainage infrastructure, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services and police and fire buildings and equipment.

Section 3.5 Other Vesting Laws Inapplicable.

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

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

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is specifically granted by State and/or federal law which becomes effective after the date of the recording of this Agreement.

Section 3.6 Commencement and Phasing of Development.

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

b. Developer agrees to undertake the development of the five (5) Phases of the Winters Highlands Subdivision in sequential order (i.e., Phase I, Phase II, Phase III, Phase IV and Phase V), and to apply for a separate Final Map for each Phase of the Subdivision. Multiple Phases may be undertaken simultaneously provided that the Developer shall make application for each Final Map in sequential order as set forth in this subsection (b), and no more than two (2) Final Maps may be approved at one time.

c. Developer acknowledges and agrees that the approval of a Final Map for any Phase of the Winters Highlands Subdivision shall be contingent upon a determination by the City that the Developer has fully complied with the terms of this Agreement in the development of the prior Phase or Phases, in addition to satisfying the other requirements imposed by State statute, City law, the Land Use Entitlements or the Conditions of Approval.

Section 3.7 Maximum Number of Building Permits Per Year; Non-Market Rate Units.

a. To provide for orderly growth within the City of Winters, the Developer shall not be entitled to apply for and receive Building Permits for more than 200 single family residential units in a single calendar year for the Winters Highlands Subdivision, except that this limitation shall not apply to the deed restricted moderate income units as described below.

b.

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

c. Eighteen (18) moderate income deed restricted affordable housing units (the "Affordable Units") shall be constructed in the Winters Highlands Subdivision pursuant to the City's land use regulations and the Affordable Housing Plan adopted for the Winters Highland Subdivision. The Developer may apply for and receive building permits for these units at any time during the term of the Agreement, provided however; the Developer must complete the construction of the Affordable Units within each Phase of the subdivision prior to the issuance of building permits for market rate units within any subsequent phase.

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

e. In order to satisfy the City's needs for affordable housing in accordance with the approved Affordable Housing Plan for the Winters Highlands Subdivision, in addition to construction of the Affordable Units as set forth in Section 3.7(c), Developer shall do the following:

1. Pay an Affordable Housing fee of \$2,000,000, which shall be amortized over the market rate single family lots on a per unit basis. Fifty percent (50%) of the per unit fee will be paid at recordation of each Final Map equal to the number of lots included within the applicable Final Map. For example, if the fee were to be \$5,500 per market-rate unit, and Developer were to record a final map for 100 market rate units, Developer would pay \$275,000 at recordation of the Final Map. The remaining fifty percent (50%) will be paid at Close of Escrow to the home buying public through sales proceeds or separate agreement, so long as the payment is concurrent with each home closing. As per the example presented above, and based on a \$5,500 fee, \$2,750 would be paid to the City at the closing for each individual housing unit. The City may, at its discretion, record a covenant, deed of trust or similar security instrument against each market rate lot to secure payment of the remaining portion of the fee at close of escrow.

2. Dedication of the Affordable Apartment Site (Lot A) – Developer shall grant fee title to that certain property designated as Lot A on the Tentative Subdivision Map (“Lot A”) to the City, to be used for the development of affordable multifamily units. The grant deed and any other documents necessary to effect conveyance of Lot A to the City shall be recorded concurrently with recordation of the Final Map for Phase 1 of the Subdivision.

3. Construct the 18 for-sale, Affordable Units, which shall be offered for sale to qualified households of moderate income (as defined in Health & Safety Code Section 50093) at an Affordable Housing Price (as that term is defined in Health & Safety Code Section 50025.5) within the Subdivision. The sale and affordability of the Affordable Units shall be restricted as required by the

City's Inclusionary Housing Ordinance, set forth in the Winters Municipal Code Chapter 17.200. The construction of these units will keep pace with market-rate construction as the City will not approve subsequent Final Maps, pursuant to Section 3.6(b), until all affordable units within the currently approved map(s) are constructed and offered for sale to qualified homebuyers.

Section 3.8 Installation of Public Improvements.

Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Winters Highlands Subdivision. When the Final Map for each Phase of the Winters Highlands Subdivision is approved, the Developer shall enter into a separate written agreement ("Subdivision Improvement Agreement") with the City by which it commits to build and dedicate to the City or applicable public agency, the public improvements required by the Land Use Entitlements and the Conditions of Approval. Security for the construction of the improvements shall be provided as required by State law and City law.

Section 3.9 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Winters Highlands Tentative Subdivision Map, acquire the real property rights necessary to construct or otherwise provide the public improvements required by this Agreement, the Land Use Entitlements or the Conditions of Approval.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient

title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the applicable Final Subdivision Map for the Winters Highlands Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement or the Conditions of Approval, or b) if necessary, in accordance with and to the extent permitted by the procedures established by State law, use its power of eminent domain to acquire the property interests. Any such acquisition by City shall be subject to City's discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the property acquired, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the property owner against the City.

Section 3.10 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

a. In some instances, the Developer will be required to install public improvements to a size and/or capacity greater than that which is required to serve

the residents of the Winters Highlands Subdivision, commonly referred to as "oversizing" improvements. In such an instance, the Developer shall be entitled to reimbursement for such oversizing of improvements from fees paid by other property owners at the time of development.

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

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

2. By way of a separate agreement between the City and the Developer which will provide that the Developer will be reimbursed from Impact Fees. Such Impact Fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

c. In any instance in which oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive. Additionally, when the Developer will receive reimbursement from a benefiting property owner, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the *pro rata* share to be borne by

the Property, and determine what share of the remainder is to be reimbursed by the benefiting property. When the Developer will receive reimbursement from Impact Fees, the City Engineer shall specify in the separate agreement the amount the Developer will be reimbursed and the approximate time when that amount will be paid.

d. The Developer shall have no recourse against the City if Impact Fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, or if a benefiting property fails to reimburse the Developer. However, the Developer retains all rights against the benefiting property owners.

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

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a Building Permit, the Developer shall be receive credit against such fee up to the actual cost of the installed improvement, or the estimate for such fee in the Nexus Study, whichever is less, as determined by the City Engineer. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability. This sub-section f. is not assignable, in whole or in part, it being the

express intent of the Parties that it is to be applicable only to the Developer and to no third party unless this Agreement is specifically amended to provide otherwise.

Section 3.11 Subsequent Discretionary Approvals.

a. To the extent any Discretionary Approvals are required to develop the Property after this Agreement is recorded, the Developer shall apply for those Discretionary Approvals in the same manner as any other person applying for such Discretionary Approvals from the City. All Application fees then applicable for the type of Discretionary Approvals shall apply. The City will review these applications in good faith within a reasonable time to insure that the Developer may proceed to develop the Property in the manner contemplated by this Agreement.

b. The only remaining Discretionary Approval which is contemplated at this time is design review under the Zoning Ordinance.

Section 3.12 Review of Agreement.

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

Section 3.13 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.

Section 3.14 Subdivision Maps. A subdivision, as defined in Government

Code section 66473.7, shall not be approved unless any tentative map for the subdivision complies with the provisions of said Section 66473.7. This provision is included in this Agreement to comply with Section 65867.5 of the Government Code.

Section 3.15 Deferral of Impact Fees. In order to assist the Developer during these critical economic times, and to encourage the Developer to proceed with construction of new affordable and market rate housing within the City of Winters, except as otherwise provided for herein, the City hereby agrees to defer all Impact Fees imposed by the City on building permits issued by the City, such that fifty percent (50%) of the Impact Fees shall be due at time of issuance of the building permit, and fifty percent (50%) shall be due at time of issuance of a certificate of occupancy. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval, less any credits issued.

ARTICLE 4

DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

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

the Winters Joint Unified School District. A copy of the proposed agreement is attached as Exhibit G.

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

1. For homes for which building permits are issued by the City on or before December 31, 2015: Three Dollars and Twenty Cents (\$3.20) per square foot of "assessable space," as that terms is defined in Section 65995(b)(1) of the California Government Code.

2. For homes for which building permits are issued by the City on or after January 1, 2016: Four Dollars and Twenty-Three Cents (\$4.23) per square foot of "assessable space," as that terms is defined in Section 65995(b)(1) of the California Government Code.

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

Section 4.2 On-Site Park Improvements.

a. Developer shall fully improve, construct and dedicate a 10.86 acre linear park on Lots V, W and X within the Winters Highlands Subdivision, which

includes a 0.23 acre well site, and as more particularly set forth in this Section 4.2 and in accordance with the Conditions of Approval. The dedication of this 10.86 acre park site exceeds the General Plan obligation by 0.56 acres, but is provided by the Developer as consideration for the benefits of this Agreement.

b. The City, through a public process, has or will create a conceptual design for the linear park, including improvements to the well site, and has provided the Developer with the conceptual design for the linear park, including improvements to the well site.

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

improvements to the linear park in an amount equal to the total estimated cost of the fully developing the linear park as set forth in paragraph d. hereof.

d. The total estimated cost of fully developing the linear park, as of the effective date of this Agreement, is THREE MILLION TWO HUNDRED AND NINETY-TWO THOUSAND AND FORTY-NINE DOLLARS (\$3,292,049), computed by multiplying THREE HUNDRED AND THREE THOUSAND AND NINE HUNDRED AND SEVENTY-FIVE DOLLARS (\$303,975) per acre (including infrastructure improvements, construction, administration and site equipment) by 10.86 acres. The improvement, construction and dedication of the linear park by the Developer shall be in lieu of the payment of any park impact fees or park land dedication or Quimby Act fees otherwise required by City ordinance.

Section 4.3 Off-Site Park Improvements

a. Concurrently with the construction of the improvements for Phase I of the Winters Highlands Subdivision, the Developer shall provide utilities stubbed out to the southeast corner of the twenty-two (22) acre community park site located to the north of the Winters Highlands Subdivision park site, in a location selected by the City, provided that such utility stubs shall not extend more than seventy-five feet (75') from the centerline of the adjacent public street.

b. Both the utility stub and \$250,000 contribution to the community park shall be included in the Developer's total park obligation pursuant to Section 4.2 (d) above. Developer agrees to provide the City with an engineer's estimate of cost for the installation of the utility stub to establish the credit for that improvement.

Section 4.4 Community Facilities District. Developer may petition the City to

form a Mello Roos Community Facilities District ("District") pursuant to Government Code Section 53319 for the purpose of financing those certain public improvements that are required to be constructed by Developer under this Agreement and the Land Use Entitlements. The boundaries of the District shall be the boundaries of the Property, provided however, at Owner's or City's option, if Owner and City identify other adjacent property owners that benefit from the public infrastructure facilities to be constructed, City will cooperate in attempting to include such benefited adjacent property owners in the District. City agrees, within sixty (60) days after such petition is filed by Owner with the City, to consider the adoption of a resolution of intention to establish the District, in accordance with Government Code Section 55320. The District's special tax rate for any single family residential unit constructed in the Project shall not exceed the City's then-current adopted community facilities district policies. Following the adoption (if at all) of the resolution of intention, the City shall diligently proceed to notice a public hearing pursuant to Government Code Section 53322 to consider the formation and approval of the District subject to, and in accordance with, the requirements of the Mello Roos Community Facilities Act of 1982, as amended. Nothing herein shall be deemed a commitment by the City to adopt a resolution of formation to form said District, it being understood and agreed that such adoption and approval are legislative acts within the unencumbered discretion of the City Council.

Section 4.5 Wastewater Treatment Plant Expansion.

a. An expanded and upgraded Wastewater Treatment Plant ("WWTP") may be needed in order to treat the wastewater from the Winters Highlands Subdivision, and other developing properties within the City. The

Developer shall pay for the cost of (i) development of an update to the January 2007 Wastewater Treatment Plant Master Plan, which will update the available capacity of the WWTP and will determine what the next phase of WWTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for that expansion, and (ii) development and completion of a financing plan for the WWTP expansion, to establish the funding mechanism(s) required for the expansion.

b. The City anticipates that the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan to be funded by Developer shall be used to develop updated Impact Fees to fund the cost of improvements to the WWTP that may be needed in order to treat the wastewater from the Winters Highlands Subdivision and other developing properties within the City. Such updated Impact Fees will take into account the cost of funding the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan, and the Developer shall be reimbursed from the updated WWTP Impact Fees that are levied against other developing properties for amounts funded in excess of Developer's pro rata share of the cost of such plans. Following adoption of updated WWTP Impact Fees in accordance with the plans, the Developer and City will enter into a separate reimbursement agreement, which will provide the terms pursuant to which the Developer will receive reimbursement from WWTP Impact Fees paid from other developing properties, and the City Engineer shall specify in the separate agreement the amount the Developer will be reimbursed and the approximate time when that amount will be paid. Notwithstanding the foregoing, the Developer shall be reimbursed solely from WWTP Impact Fees paid by other developing properties, have no recourse against the City if WWTP Impact Fees paid by others are insufficient to repay the Developer.

c. Developer agrees and acknowledges that pursuant to Conditions of Approval #36 and 136, included in Exhibit D attached hereto and incorporated herein, the City shall not approve a Final Map for any Phase of the Winters Highlands Subdivision unless and until the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase at the time of consideration of the Final Map. In the event the WWTP does not have adequate capacity to serve the residential units and other buildings within the Phase the Developer may, at its option, fund the necessary expansion to the WWTP on its own or in conjunction with other interested developers, subject to reimbursement through an agreement entered into pursuant to Section 3.10 of this Agreement.

Section 4.6 New Sewer Pump Station.

a. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay its *pro rata* share of the construction of a new sewer pump to be located at a site specified by the City Engineer. The new pump will be financed entirely by developer contributions without any reimbursement from the City.

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

c. The Developer understands and acknowledges that no Building Permits shall be issued for any residential unit within the Winters Highlands Subdivision until the new sewer pump station is constructed and accepted by the City. Therefore, if the developer which is currently obligated to construct this

facility fails to do so, Developer may be required to construct this facility in order to proceed with development of the Property.

Section 4.7 Urban Water Management Plan.

No later than the issuance of the 120th building permit for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share of Ninety Thousand Dollars (\$90,000) for the cost for preparation of a City Urban Water Management Plan.

Section 4.8 Water Well.

a. A water well is required in order to provide water service to the Winters Highlands Subdivision and other developing properties which has been constructed by the City ("Well No. 7"). A second water well may be required, depending upon the productivity of the first water well.

b. Conditions of Approval No. 37.- (Mitigation Measure 15) and No. 140, in part, require the Developer to pay its fair share obligation if the first water well is constructed by others. In addition, the Conditions of Approval require the Developer to advance the costs for the design and construction of a second water well, if the City Engineer determined that a second well is necessary in order to serve the Winters Highlands Subdivision.

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

d. The amount and timing of reimbursement for funds advanced by Developer and related to the construction a second Well shall be set forth in a separate reimbursement agreement in accordance with the provisions of section 3.10 of the Agreement.

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

Section 4.9 Pedestrian Circulation and Safety Improvements.

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the construction of pedestrian circulation and safety improvements at the intersection of Grant Avenue and Morgan Street pursuant to the Morgan Street Area Circulation Study, July 1999. The total cost for these improvements is currently estimated to be ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).

Section 4.10 Walnut Street - Dutton Street- East Street Intersection Corridor.

Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City its *pro rata* share, as determined by the City Engineer, of the cost for the design and

construction of intersection and roadway improvements within the Walnut Street - Dutton Street- East Street intersection corridor, also known as the Grant Avenue Access Project. The total cost for these improvements is currently estimated to be FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

Section 4.11 Flood Overlay Zone; Payment of Impact Fees.

a. As part of the Land Use Entitlement for the Winters Highlands Subdivision, Developer requested and City approved a General Plan Amendment to remove approximately thirty (30) acres of the Property from the Flood Overlay Area. This area of the Property is referred to herein as the "Winters Highlands Flood Overlay Area".

b. To accommodate the development of the Winters Highlands Flood Overlay Area, the drainage from this portion of the Property will be directed to the Rancho Arroyo Detention Basin. Developer shall fund and construct all drainage improvements necessary to develop the Winters Highlands Overlay Area. The drainage improvements currently contemplated include a pump station in the Rancho Arroyo Pond and storm drainage piping. Developer understands and acknowledges that all costs for the drainage improvements relating to the Winters Highlands Overlay Area shall be paid for by Developer, and Developer shall not be entitled to reimbursement from the City or other property owners.

c. Notwithstanding the amendment of the General Plan to remove the Winters Highlands Overlay Areas from the General Plan Flood Overlay Area, Developer agrees to pay, with respect only to development within the Winters Highlands Flood Overlay Area, any drainage Impact Fee adopted or enacted by the City to fund drainage improvements in the General Plan Flood Overlay Area,

at the applicable rate and at the time established by ordinance or resolution, less any credits are received for drainage improvements installed by the Developer. If the drainage Impact Fee is required to be paid prior to the approval of a final map, and a final map has already been approved for all or a portion of the Winters Highlands Flood Overlay Area prior to the Impact Fee being adopted, then the Impact Fee shall be paid at or prior to the issuance of any Building Permit for development within the portion of the Winters Highlands Flood Overlay Area covered by the final map. If a Building Permit has been issued within the portion of the Winters Highlands Flood Overlay Area covered by a final map prior to the Impact Fee being adopted, then the Impact Fee shall be paid by Developer to the City within ninety (90) days from the adoption or enactment of the drainage Impact Fee.

d. Developer waives any and all rights to challenge or protest the imposition or payment of a drainage Impact Fee for the General Plan Flood Overlay Area.

Section 4.12 Installation of Conduit. Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Winters Highlands Subdivision. 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. The utility company providing broadband internet service will install the wire necessary to provide the service; the timing of which will not delay the issuance of a certificate of occupancy.

Section 4.13 Cooperation and Reimbursement Agreement. The developers of Hudson-Ogando, Callahan Estates and Winters Highlands, referred to in this section as "Owners," intend to subdivide their respective properties into residential lots which will be served by public streets and improvements, easements and rights-of-way. Each Owner will require access to portions of the Other's property for purposes of installation of streets, utilities conduit, storm drains, sewer and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners. Public streets and improvements, easements and rights-of-way that are reasonably expected to benefit all of Owners are defined herein as "Joint Improvements." Joint Improvements may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the Joint Improvements as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall use best efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement." The Joint Cooperative Development and Reimbursements Agreement shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of the Owner's three respective project until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all the Owners, or the Owner applying for a final map can show to the reasonable satisfaction of the City Manager that it has used best efforts to enter into said agreement but has been unable to agree to terms with the other Owners.

ARTICLE 5

DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

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

Section 5.2 Termination of Agreement.

a. This Agreement is terminable: (i) by mutual written consent of the Parties, or (ii) by either Party following an uncured default by the other Party under this Agreement, subject to the procedures and limitations set forth in this Agreement. Any obligations of indemnification and defense relating to matters

arising before termination of this Agreement shall survive termination of this Agreement.

b. Except as otherwise set forth in this Agreement, if this Agreement is terminated by mutual written consent of the Parties, neither Party shall have any further rights or obligations under this Agreement. Subject to the subparagraph d. below. Each party understands that it may have sustained damages that arise, or may arise out of, or relate to the termination of this Agreement that may not be apparent and that are presently unknown. Each party waives, with respect to termination of this Agreement by mutual written consent of the Parties, any claims for all such damages. The waivers and releases in this Agreement include waivers and releases of any claims for unknown or unanticipated injuries, losses, or damages arising out of or relating to termination of this Agreement by mutual written consent of the Parties.

c. Subject to subparagraph d. below. Each Party waives, with respect to termination of this Agreement by mutual written consent of the Parties, all rights or benefits that it has or may have under Section 1542 of the California Civil Code to the extent it would otherwise apply. Section 1542 reads as follows:

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

d. Nothing herein contained shall release or excuse Developer in the performance of its obligations to indemnify and defend the City as provided in this Agreement.

Section 5.3 City's Remedies.

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

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

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

3. Specific performance as provided in subsection c.

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

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

6. The right to withhold the issuance of any permits, including building permits, as provided in subsection e.

b. With respect to a default by the Developer under this Agreement, the City shall:

1. First submit to the Developer a written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time

after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

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

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

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

1. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

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

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

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

e. In the event of a default by Developer, or following notice of default by Developer and during the cure period specified in subparagraph b. above, the City shall have the right to refuse to issue any permits to which Developer would otherwise have been entitled pursuant to this Agreement or City ordinances, including but not limited to, building permits and certificates of occupancy, provided that such refusal shall not extend for a period of more than ninety (90) days unless the City Council, following consideration of evidence regarding the default by Developer, determines there is a reasonable basis to extend such period of refusal. This provision is in addition to and shall not limit any actions that the City may take to enforce this Agreement, the Land Use Entitlements or the Conditions of Approval.

Section 5.4 Developer's Remedies.

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

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

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

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

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

c. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in

the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

ARTICLE 6

HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 Limitation of Legal Relationship.

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

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

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

Section 6.2 No Liability for Acts of the Developer.

a. It is expressly understood that the development of The Winters Highlands Subdivision is an undertaking that may create for the Developer liability to third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub-contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

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

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of, or to collect damages for, any breach of this Section 6.2.

Section 6.3 Duty to Defend Challenges to this Agreement.

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

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

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses, unless the City elects to tender the defense to the Developer pursuant to subsection e. below.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto. Developer's obligation to pay any and all fees, costs or expenses awarded against the City is not affected by City's decision to tender, or not tender, the defense of an action to the Developer.

e. Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter.

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SIGNATURE PAGE TO FOLLOW

"DEVELOPER"
GBH WINTERS HIGHLANDS,
LLC, a California limited liability
company

By: _____

Its: _____

Dated: _____

"CITY"
CITY OF WINTERS, a municipal
corporation

By: _____
Mayor

Dated: _____

Attest: _____
City Clerk

Approved as to form:

Ethan Walsh, City Attorney

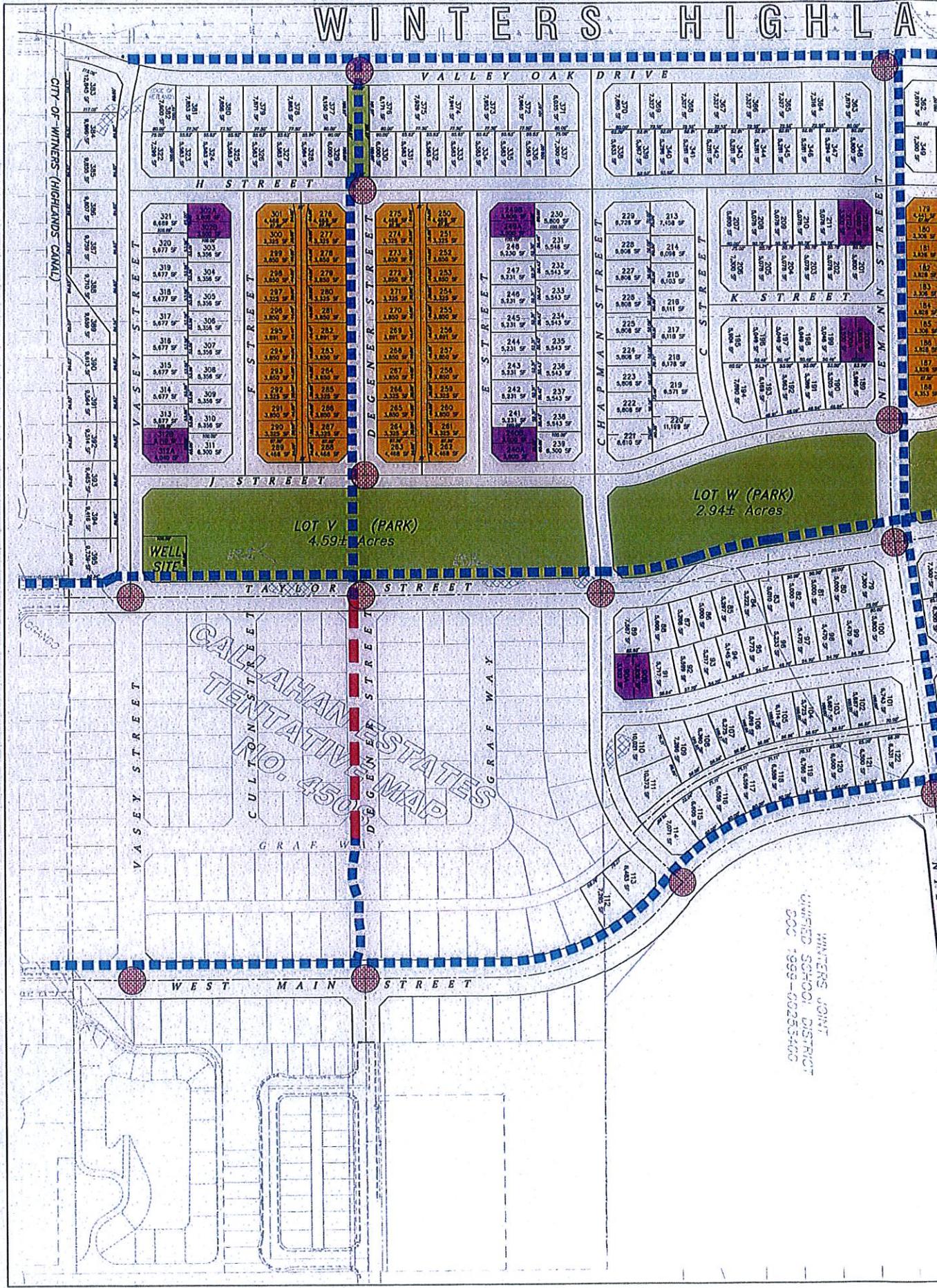
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LIST OF EXHIBITS

- A Legal Description of the Property
- B Map Showing Location and Boundaries of the Property
- C Winters Highlands Tentative Subdivision Map
- D Conditions of Approval
- |E [Reserved]
- |F [Reserved]
- G Form of Agreement Between Developer and Winters Unified School
 District

Summary report:	
Litéra® Change-Pro 7.5.0.127 Document comparison done on 1/16/2015 10:49:04 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://iManage/iManage/9359045/2	
Modified DMS: iw://iManage/iManage/9400816/7	
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<u>Add</u>	234
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Move To	20
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Table Delete	0
Table moves to	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	549

WINTERS HIGHWAY



CITY OF WINTERS (HIGHLANDS CANAL)

Street	Lot No.	Area (sq ft)
VALLEY OAK DRIVE	349	7,000 sq ft
	348	7,000 sq ft
	347	7,000 sq ft
	346	7,000 sq ft
	345	7,000 sq ft
	344	7,000 sq ft
	343	7,000 sq ft
	342	7,000 sq ft
	341	7,000 sq ft
	340	7,000 sq ft
H STREET	331	6,889 sq ft
	330	6,889 sq ft
	329	6,889 sq ft
	328	6,889 sq ft
	327	6,889 sq ft
	326	6,889 sq ft
	325	6,889 sq ft
	324	6,889 sq ft
	323	6,889 sq ft
	322	6,889 sq ft
F STREET	321	6,889 sq ft
	320	6,889 sq ft
	319	6,889 sq ft
	318	6,889 sq ft
	317	6,889 sq ft
	316	6,889 sq ft
	315	6,889 sq ft
	314	6,889 sq ft
	313	6,889 sq ft
	312	6,889 sq ft
D E G E N E R E STREET	276	6,889 sq ft
	275	6,889 sq ft
	274	6,889 sq ft
	273	6,889 sq ft
	272	6,889 sq ft
	271	6,889 sq ft
	270	6,889 sq ft
	269	6,889 sq ft
	268	6,889 sq ft
	267	6,889 sq ft
E STREET	249	6,889 sq ft
	248	6,889 sq ft
	247	6,889 sq ft
	246	6,889 sq ft
	245	6,889 sq ft
	244	6,889 sq ft
	243	6,889 sq ft
	242	6,889 sq ft
	241	6,889 sq ft
	240	6,889 sq ft
C H A P M A N STREET	229	6,889 sq ft
	228	6,889 sq ft
	227	6,889 sq ft
	226	6,889 sq ft
	225	6,889 sq ft
	224	6,889 sq ft
	223	6,889 sq ft
	222	6,889 sq ft
	221	6,889 sq ft
	220	6,889 sq ft
K STREET	219	6,889 sq ft
	218	6,889 sq ft
	217	6,889 sq ft
	216	6,889 sq ft
	215	6,889 sq ft
	214	6,889 sq ft
	213	6,889 sq ft
	212	6,889 sq ft
	211	6,889 sq ft
	210	6,889 sq ft

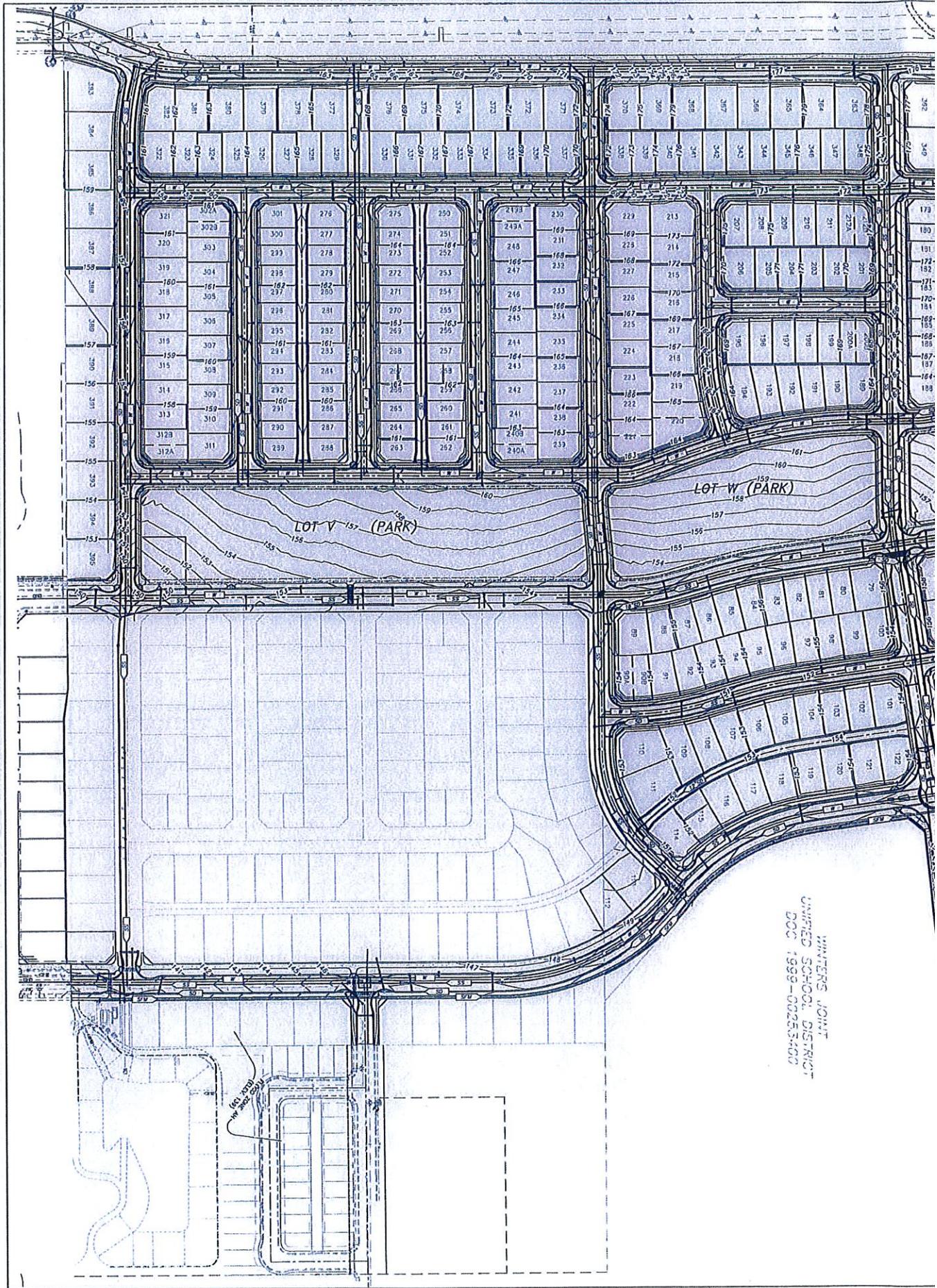
LOT V (PARK)
4.59± Acres

LOT W (PARK)
2.94± Acres

Street	Lot No.	Area (sq ft)
TAYLOR STREET	179	6,889 sq ft
	178	6,889 sq ft
	177	6,889 sq ft
	176	6,889 sq ft
	175	6,889 sq ft
	174	6,889 sq ft
	173	6,889 sq ft
	172	6,889 sq ft
	171	6,889 sq ft
	170	6,889 sq ft
VASEY STREET	169	6,889 sq ft
	168	6,889 sq ft
	167	6,889 sq ft
	166	6,889 sq ft
	165	6,889 sq ft
	164	6,889 sq ft
	163	6,889 sq ft
	162	6,889 sq ft
	161	6,889 sq ft
	160	6,889 sq ft
G R A F W A Y	159	6,889 sq ft
	158	6,889 sq ft
	157	6,889 sq ft
	156	6,889 sq ft
	155	6,889 sq ft
	154	6,889 sq ft
	153	6,889 sq ft
	152	6,889 sq ft
	151	6,889 sq ft
	150	6,889 sq ft
W E S T M A I N STREET	149	6,889 sq ft
	148	6,889 sq ft
	147	6,889 sq ft
	146	6,889 sq ft
	145	6,889 sq ft
	144	6,889 sq ft
	143	6,889 sq ft
	142	6,889 sq ft
	141	6,889 sq ft
	140	6,889 sq ft

CALLAHAN TENTATIVE MAP NO. 450

WINTERS JOINT
UNITED SCHOOL DISTRICT
DOC 1999-00255400



WINTERS JOINT
UNITED SCHOOL DISTRICT
DOC 1999-00253400

FINDINGS OF FACT

CEQA Findings

These findings will be addressed in a separate Resolution to be presented to the City Council.

Findings for General Plan Amendments

1. Amendments of the General Plan to modify the Citywide MR density range, the Flood Overlay Area, the Circulation Element, and the land use designation of specified properties are in the best interest of the citizens of Winters.

Findings for Rezonings

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

Findings for Exclusion from West Central Master Plan

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

Findings for PD Overlay and PD Permit

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 8-1.5117 of the Zoning Ordinance.
2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.
3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.
5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.
6. The development, as modified and conditioned (including execution of the Development Agreement) will not create an adverse fiscal impact for the City in providing necessary services.

Findings for Amendment of the Circulation Master Plan, Standard Street Cross Sections, and Bikeway System Master Plan

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

Findings for Amendment of the Rancho Arroyo Storm Drain District Master Plan

1. The amendment to this document modifies the district maps and plan to be consistent with the approved project drainage system.

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

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

Findings for Development Agreement

1. The DA is consistent with the objectives, policies, general land uses and programs specified in the General Plan.
2. The DA is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.
3. The DA is in conformity with and will promote public convenience, general welfare and good land use practice.
4. The DA will not be detrimental to the health, safety and general welfare.
5. The DA will not adversely affect the orderly development of property or the preservation of property values.
6. The DA will meet the intent of Section 11-2.202(a) (Public Benefits) of the City Code.
7. The DA is consistent with Ordinance 2001-05 (Development Agreements).

CONDITIONS OF APPROVAL

The following conditions of approval are required to be satisfied by the applicant/developer prior to final map, unless otherwise stated.

General

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.
2. Developer acknowledges and agrees that, but for Developer's contributions as set forth in the Development Agreement for Winter Highlands, City would not approve the development of the project. City's approval of the development entitlements is expressly granted in reliance upon and in consideration of Developer's execution of the Development Agreement and Developer's expressed intent to fully and faithfully perform such agreement. In the event that the Development Agreement is terminated for any reason whatsoever, regardless of fault, or if Developer is in default of the Development Agreement, as defined therein, then Developer may not proceed with the development of the project and any of the rights granted by the development entitlements shall be deemed suspended in the event of default, and automatically revoked in the event of termination of the Development Agreement.
3. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.
4. The project is as described in the Environmental Impact Report. The project shall be constructed as depicted on the maps and exhibits included in the Environmental Impact Report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

General Plan Requirements

5. Pursuant to General Plan Policy II.A.19, a minimum of ten percent of the single-family lots (41 lots) shall be reserved for and sold to local builders or owner-builders.
6. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. Pursuant to Policy II.C.2 of the Housing Element, energy conservation and weatherization features shall be incorporated into the home design. At a minimum this shall include: a) maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution". b) Attainment of EPA Energy Star Standards in all units. c) Low emission furnaces in all units. d) Avoidance of dark colored roofing on all units. e) A minimum of 50 percent of the market-rate units shall have a photovoltaic solar energy system capable of producing a minimum of 2.4kW (peak-rated DC watts) photovoltaic. The remainder of the market-rate units shall be pre-wired for an equivalent system. The applicant shall make a good faith effort to obtain outside funding in order to install photovoltaic solar energy systems in the affordable units. Intentionally omitted.

7. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to occupancy of each phase of the project.
8. Pursuant to General Plan Policy III.B.3, the location of one or more bus turnouts along Main Street shall be coordinated with the City and the Yolo County Transportation District, and shall be installed by the developer with construction of Main Street.
9. Pursuant to General Plan Policy IV.B.12 and V.A.13, drought-tolerant plant species and drip irrigation systems shall be used in landscaping the proposed new park, to the extent practical. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, parks and drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat. All homes in this subdivision shall have "low application rate" lawn sprinkler systems, as approved by the Planning Commission.
10. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
11. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
12. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
13. Pursuant to General Plan Policy V.A.3, park maintenance shall be funded through a lighting and landscaping district or other appropriate mechanism.
14. Pursuant to General Plan Policy V.A.10, the proposed neighborhood park shall be designed to buffer existing and planned surrounding residential uses from excessive noise, light, and other potential nuisances.
15. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.
16. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project.
 - All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
 - Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
 - Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
 - Construction equipment and engines shall be properly maintained.
 - 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.

- Construction practices will minimize vehicle idling.
 - Potentially windblown materials will be watered or covered.
 - Construction areas and streets will be wet swept.
17. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
 18. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
 19. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
 20. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks.
 21. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.
 22. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

Environmental Impact Report Mitigation Measures

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

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

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

An enforcement plan shall be established to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180 - 2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and

heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

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

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

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

25. **Mitigation Measure 3:** Homes and apartments constructed as a part of the Highlands project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.
26. **Mitigation Measure 4:** If cultural resources (historic, archeological, paleontological, and/or human remains) are encountered during construction, workers shall not alter the materials or their context until an appropriately trained cultural resource consultant has evaluated the situation. Project personnel shall not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, pestles, dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits often in old wells and privies.
27. **Mitigation Measure 5:** Special preparation of subgrades and reinforcement of foundations and floor slabs shall be conducted in full and as described in the Geotechnical Engineering Report Winters Highlands (January 9, 1990, and February 22, 1994, Wallace-Kuhl & Associates) for the Proposed Project.
28. **Mitigation Measure 6:** The City Council shall: a) direct that 6 medium density units be added to the project; b) find the project to be in substantial compliance with the density range of the Medium Density Residential (MR) designation; or c) approve a citywide General Plan amendment to change the density range for the proposed Medium Density Residential (MR) designation from 5.4 – 8.8 dwelling units per acre, back to 4.1 – 6.0 dwelling units per acre.
29. **Mitigation Measure 7:** All aspects of the project shall be subject to design review to ensure compatibility with the surrounding area and satisfaction of the Community Design Guidelines and other applicable principles of good neighborhood design. Prior to issuance of a building permit for each phase of construction of the project, the applicant shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.
30. **Mitigation Measure 8:** The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for controlling the pace of growth on an annual basis. Provisions for the design, funding, and construction of necessary infrastructure to accommodate allowed growth shall also be addressed. Threshold requirements for the construction of affordable units shall be included to ensure that the development of affordable units reasonably keep pace with the development of market-rate units within the project.
31. **Mitigation Measure 9:** The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating the projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, establishment of an annuity the interest proceeds of which would cover the projected deficit, or other acceptable mechanisms.

32. **Mitigation Measure 10:** The project park site shall be designed and constructed to meet the specifications of the City of Winters. Park phasing and a final date by which the park shall be completed, operational, and accepted by the City shall be established in the project Development Agreement.
33. **Mitigation Measure 11:** a) Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide(i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");
- b) Install a traffic signal at the intersection of Grant Avenue/Walnut Lane. The traffic signal would need to be installed after construction and occupancy of 380 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). A preliminary review of traffic volumes indicates that conditions at this intersection would likely not meet the warrants, or criteria, applied by Caltrans for installation of traffic signals on a state highway. OR Prohibit left turn movements from southbound Walnut Lane onto eastbound Grant Avenue. Southbound vehicles on Walnut Lane would be forced to turn right and make a u-turn at the signalized intersection of Grant Avenue/Railroad Avenue;
- c) Install a traffic signal at the intersection of Grant Avenue/West Main Street. The traffic signal would need to be installed after construction and occupancy of 50 single family dwelling unit "equivalents" from this project and/or Hudson/Ogando, Callahan Estates, or Creekside(i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents");
- d) The applicant shall pay a fair share of the cost for design and installation of a traffic signal at the intersection of Railroad Avenue/Main Street at buildout.
34. **Mitigation Measure 12:** The applicant shall be required to complete full roadway improvements, including traffic calming, to City Standards. Where phasing of improvements is allowed to support phased construction of residences, interim phased improvements shall be to the satisfaction of the City Engineer.
35. **Mitigation Measure 13:** The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map. The project is required to fund and construct off-site improvements necessary to support the development. Such improvements could include, but not be limited to a water well, water lines, sewer lines and storm drainage lines. Should property acquisition or additional CEQA clearance be required for off-site improvements, this will be the responsibility of the developer.
36. **Mitigation Measure 14:** The proposed project shall contribute its fair share toward expansion of the City of Winters Wastewater Treatment Plant, consistent with the Wastewater Treatment Plant Master Plan. An acceptable financing mechanism shall be in place for the WWTP expansion prior to acceptance of a final map. Building permits for each phase of development shall be issued only after the City has established that WWTP capacity will be available to serve that phase of development.
37. **Mitigation Measure 15:** The applicant shall offer three alternative locations, satisfactory to the City, for locating a new well to serve the subdivision. Upon determination of an acceptable site, the City will release unused sites back to the applicant. At the City's discretion, the City may waive the requirement for an on-site location, should an acceptable off-site location be acquired and cleared procedurally (e.g. CEQA, etc.) for construction. If determined to be necessary, a separate CEQA analysis shall be conducted to clear the well site for construction. The applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement.
38. **Mitigation Measure 4.3-1(a):** The applicant shall mitigate for Project-related impacts to 0.67 acre of habitat for federally listed vernal pool invertebrates by complying with U.S. Fish and Wildlife Service

(USFWS) guidelines regarding mitigation for Project-related impacts to vernal pool invertebrate habitat. A mitigation plan shall be developed in conjunction with the USFWS to ensure no net negative effect to these species occurs.

39. **Mitigation Measure 4.3-2(a):** The applicant will develop and implement a plan to manage the Preserve with the objective of ensuring that the wetland and upland habitats within the Preserve core zone are maintained in perpetuity at their present condition or better, and ensuring that any activities or structures authorized within the Preserve buffer zone are consistent with preserving the integrity of the Preserve core zone.

The Preserve shall cover approximately 7.43 acres in the northeast portion of the Project site and will include both a core zone ("wetlands area") and a buffer zone ("open space area"). The Preserve core zone shall be approximately 3.10 acres and include the 0.99 acre of seasonal wetland/vernal pool habitat and 2.10 acres of immediately adjacent annual grassland habitat. The Preserve buffer zone will cover approximately 4.33 acres and border the Preserve core zone to the north and west and provide an upland buffer to protect the Preserve core zone from adjacent land uses.

The Management Plan shall be consistent with the terms proposed by the applicant as outlined in the EIR, with the following modifications:

1. The conservation easement shall protect the entire 7.43 acres, not just the 3.10-acre core zone.
 2. The buffer zone shall be maintained in a natural condition and shall not be planted with non-native vegetation. Irrigation will occur only during the initial establishment of any vegetation planted at the Preserve.
 3. The U.S. Army Corps of Engineers does not need to be involved in the decision-making for removal of problematic non-native plant species.
 4. No surface runoff from other sources shall be allowed.
 5. Approval for the use of pesticides and other chemical agents must go through the U.S. Fish and Wildlife Service but need not go through the U.S. Army Corps of Engineers.
 6. "Low impact" activities shall be defined and guidance on activities not allowed shall be provided. The U.S. Army Corps of Engineers need not be involved in the decision-making.
 7. The structure of the conservation easement, including parties to the agreement, shall be to the satisfaction of the City of Winters.
 8. The U.S. Fish and Wildlife Service rather than the U.S. Army Corps of Engineers shall be given authority to enforce provisions of the Management Plan and conservation easement.
 9. The Management Plan shall include provisions for access by the Sacramento-Yolo Mosquito & Vector Control District personnel for routine surveillance of the ponded area(s) and shall identify a procedure for addressing possible vegetation management concerns should the District determine that dense vegetation growth in the wetland(s) may contribute to future mosquito outbreaks.
40. **Mitigation Measure 4.3-3(a):** The applicant shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with one of the following:
- i) If the Yolo County Memorandum of Understanding (MOU) regarding project-related impacts to Swainson's hawk foraging habitat is in full force and effect at the time the applicant seeks to satisfy this mitigation, the applicant may pay the appropriate fees allowed by this agreement. The MOU requires the applicant to mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging

habitat that is impacted by the project. A fee will be collected by the City of Winters for impacts to 102.6 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed regularly and the applicant shall be charged at the rate per acre in effect at the time. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.

ii) If the Yolo County NCCP/HCP has been adopted, the applicant shall mitigate for Swainson's hawk impacts by complying with the terms and requirements of the Plan. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit.

iii) If the MOU is not in full force and effect and if the NCCP/HCP has not yet been adopted, the project applicant shall purchase and set aside in perpetuity 102.6 acres of Swainson's hawk foraging land in proximity to the City of Winters (as approved by the City) through the purchase of the underlying land and/or the development rights and execution of an irreversible conservation easement to be managed by a qualified party (e.g. Yolo Land Trust). Mitigation shall include an endowment or other mechanism to pay for permanent maintenance and management by the managing entity. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit. To the extent feasible as determined by the City, identification of acceptable mitigation land shall be coordinated with the Yolo County Habitat Conservation Joint Powers Agency.

41. **Mitigation Measure 4.3-4(a):** The applicant shall conduct pre-construction surveys of suitable habitat at the Project site and buffer zone(s) within 30 days prior to initiation of construction activity. If ground disturbing activities are delayed or suspended for more than 30 days after the preconstruction survey, the Project site shall be resurveyed. Occupied burrows shall not be disturbed during the nesting season (February 1 through August 31) unless a qualified biologist approved by the California Department of Fish and Game verifies through non-invasive methods that either: (1) the birds have not begun egg-laying and incubation; or (2) that juveniles from the occupied burrows are foraging independently and are capable of independent survival. Passive relocation techniques shall be used to relocate owls, to the extent feasible. At least one or more weeks will be necessary to accomplish this and allow the owls to acclimate to alternate burrows.
42. **Mitigation Measure 4.3-4(b):** The loss of burrowing owl foraging and nesting habitat on the Project site will be offset by either acquiring and permanently protecting off-site at a location satisfactory to the City a minimum of 6.5 acres of foraging habitat (calculated on a 100 m {approx. 300 ft.} foraging radius around the burrow) per pair or unpaired resident bird or acquiring the requisite number of acres of credit at an approved mitigation bank satisfactory to the City.

The applicant shall either acquire and protected, or mitigation credits purchased at an approved mitigation bank 19.5 acres of burrowing owl habitat. If the applicant chooses to acquire and protect land for the burrowing owl, the protected lands shall be adjacent to occupied burrowing owl habitat and at a location acceptable to the California Department of Fish and Game and the City. If the applicant chooses to acquire and protect land for the burrowing owl, existing unsuitable burrows at the protected land shall be enhanced (enlarged or cleared of debris) or new burrows created (by installing artificial burrows) at a ratio of 2:1. This will require that the applicant have the Project site surveyed to determine the number of active burrows being used by the burrowing owl.

The applicant shall provide funding for long-term management and monitoring of the protected lands should the applicant choose to pursue that option. The monitoring plan shall include success criteria, remedial measures, and an annual report to the California Department of Fish and Game and the City of Winters.

43. **Mitigation Measure 4.3-5(a):** Pursuant to General Plan Policy VI.C.2 the applicant must replace loss of riparian and wetland habitat acreage and ecological value on at least a 1:1 basis.

Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the Project. The replacement habitat must consist of locally occurring, native species and be located either at the City's Community Sports Park site north of Moody Slough Road or elsewhere as directed and approved by the City. Study expenses shall be born by the applicant.

The mitigation ratio for the 0.54 acre of seasonal wetlands that occur in the Highlands Canal shall be at a 1:1 ratio but the mitigation ratio for the 0.81 acre of wetlands that occur outside the Highlands Canal shall be mitigated at a 2:1 ratio (creation of 1.62 acres of new wetlands). The 0.81 acre of seasonal wetlands are dominated by native species and either provide known habitat or potential habitat for federally listed vernal pool crustaceans. These seasonal wetlands represent one of the few areas in the western part of Yolo County and nearby area of Solano County known to support federally listed vernal pool crustaceans.

The applicant shall develop and submit to the City of Winters a written plan that describes the actions to be taken to identify an appropriate site to construct 2.16 acres of seasonal wetlands, the construction procedures and a monitoring plan with performance criteria to document that the constructed seasonal wetlands achieve the desired habitat conditions. The format of the plan shall follow the format prescribed by the Corps of Engineers for wetland mitigation and monitoring plans. The plan shall contain the following sections:

- Detailed description of the proposed mitigation site, including the location, ownership status, presence of any jurisdictional areas, topography and hydrology of the proposed site, soils (subsurface soil information to confirm that the soils are appropriate for wetland construction), vegetation and wildlife habitat and use of the proposed site, present and historical uses of the proposed mitigation site, and present and planned use of areas adjacent to the proposed mitigation site.
- Description of the seasonal wetland habitat to be created, including the mitigation ratio, long-term goals, anticipated future site topography and hydrology, vegetation, and anticipated wildlife habitat on the proposed mitigation site.
- Performance criteria and monitoring protocol to document that the constructed seasonal wetland habitat are meeting or exceeding the performance criteria, including a detailed description of the monitoring methods and justification of the methods, the monitoring schedule and other means of documenting the development of the mitigation (e.g., photo documentation).
- An implementation plan that describes in detail the physical preparation of the site, the planting plan, irrigation (if necessary) and the implementation schedule. The surface soils at the seasonal wetlands at the Project site that support primarily native species shall be collected and used to inoculate the constructed pools, especially the three largest pools at the Project site.
- A maintenance plan that describes the actions to be taken to address or prevent adverse conditions, such as invasion by undesirable vegetation, control of erosion of bare ground. This plan shall present a maintenance schedule and identify the party responsible for the maintenance, which will be the applicant unless another party agreeable to the City of Winters is selected.
- A contingency plan that identifies measures to be taken if the constructed seasonal wetlands are not performing according to the established standards. This plan shall be adaptive and identify how monitoring data will be used to define future actions to achieve the performance criteria. The contingency plan shall also identify the funding mechanism for the initial monitoring period and the endowment that will be provided by the applicant for the long-term management of the site.

The applicant shall work with the City of Winters to identify an acceptable third-party entity (e.g., Yolo Land Trust, Wildlife Heritage Foundation) to manage the mitigation site once the initial monitoring period has been completed. The applicant will be responsible for the site until the performance criteria have been met and will work with the third-party entity to develop the long-term management endowment.

44. **Mitigation Measure 4.3-6(a):** The applicant shall mitigate for potential Project-related impacts to nesting raptors by conducting a pre-construction survey of all trees suitable for use by nesting raptors on the subject property or within 500 feet of the Project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters.

If active raptor nests are found during the preconstruction survey, a 500-foot buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August) or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

If an active Swainson's hawk nest is encountered during the pre-construction surveys, the buffer zone shall be 0.25 miles (1,320 feet) and it shall be fenced. This exclusion zone shall remain active until fledglings have left the nest or until such time that the biologist determines that the nest is no longer active.

45. **Mitigation Measure 4.3-9(a):** The applicant shall prepare and submit to the City for its approval a riparian restoration plan for restoring riparian trees and shrubs along a 50-foot section of Dry Creek on either side of where the outlet from the Highlands Canal is constructed. This plan shall be similar in content to the wetland mitigation and monitoring plan described for Mitigation Measure 4.3-5(a) and shall be approved by the City prior to issuance of the grading permit. The proposed modifications to Dry Creek shall be coordinated with representatives of the California Department of Fish and Game, U.S. Army Corps of Engineers, and Central Valley Regional Water Quality Control Board, as necessary, to obtain the required permits and authorizations.

Development Review Committee

46. Excess dirt from the site shall be imported to the regional park site and the regional park site shall be rough graded pursuant to the terms of the Development Agreement.

Community Development

47. All lots within 500 feet of the northwest corner of the project site shall have a deed disclosure regarding nearby agricultural uses and practices as well as the City's Right to Farm regulations. The wording and verification of the disclosure shall be approved by the City Attorney.
48. If a second well is required, the well site shall be located at or near the northwest corner of Lot V.
49. All lots adjoining the park site shall have a deed disclosure regarding typical operational and maintenance aspects of the park. The wording and verification of the disclosure shall be approved by the City Attorney.
50. To the extent feasible all builders shall engage in "green" construction practices. This shall be demonstrated to the City in conjunction with each design review.

51. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications. The applicant shall submit a Construction Noise Control Plan for review and approval by the City prior to acceptance of final map. This plan shall address job site noise control and establish protocols for addressing noise complaints. Job site signage with 24-hour contact information for noise complaints shall be included.
52. The developer shall obtain the following approvals from the Central Valley Regional Water Quality Control Board, as appropriate: 1) coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities; 2) compliance with post construction storm water Best Management Practices pursuant to the NPDES General Permit for Small Municipal Separate Storm Sewers Systems; 3) 401 Water Quality Certification for wetlands impacts; 4) Dewatering Permit under Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters Permit.
53. There shall be an onsite, resident manager at the apartment complex. This shall be recorded against the property and disclosed to all future owners. Form and substance of the disclosure and recording shall meet the prior approval of the City Attorney. Evidence that this condition has been satisfied shall be provided to the City prior to occupancy of the first unit.
54. All construction, new or remodeling, shall conform to the most currently adopted California Building Code and Winters Municipal Code.
55. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
56. The main electrical panel for each residence shall be located at the exterior of the residence and capable of total electrical disconnect by a single throw.
57. All address numbering shall be clearly visible from the street fronting the property. All buildings shall be identified by either (4) inch high illuminated numbers or six (6) inch high non-illuminated numbers on contrasting colors. For residences on alleyways, the address numbering shall appear on the front and rear of the structure. Naming of streets and address numbering shall be completed by a Street Naming Committee comprised of the Street Naming Committee, Community Development Department, the Fire District, the Police Department, and the Postal Service.
58. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.
59. The applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The applicant shall, on a monthly basis, reimburse the City for all such costs. Project applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.

Design Review

60. Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.
61. In order to achieve architectural diversity, the developer shall offer five-four floor plans and 1225 elevations (five-three per plan) for each new model phase, consistent with the Winters Highlands Architectural Guidelines.
62. A minimum of half of the required elevations shall include brick or stone veneer installed to a minimum height three feet from grade, with no more than a four-inch opening at the base between the grade and the start of the masonry. The veneer shall wainscot which wraps around all sides of the structure visible

from the front and sides so that it terminates at a point so that it terminates where the yard fencing begins consistent with the Winters Highlands Architectural Guidelines.

63. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials consistent with the Winters Highlands Architectural Guidelines. Single story and two-story plans shall be varied.
64. The same (or substantially similar) elevation may appear no more than twice on one side of a block, or three times on either side of facing blocks, and may not be opposite or kitty-corner from the same elevation on the opposite side of the block. In addition, no more than ten percent of the homes can share the same elevation within a development.
65. A minimum of 50 percent of all detached units shall have useable front porches (minimum 6 feet by 8 feet). ~~The remaining 50 percent shall have other prominent useable architectural features such as courtyards, porches or balconies, consistent with the Winters Highlands Architectural Guidelines and/or porticoes.~~
66. Units on opposing sides of a street shall be compatible in terms of design and color.
67. Lights along local streets shall not exceed 20-feet in height and shall be spaced to meet illumination/safety requirements. Lights along collector and arterial streets shall be as low as feasible in order to maintain pedestrian scale. Historic-style street lamps shall be used along all streets.
68. Entry walks to individual residences shall be separated from the driveway by a landscaped area.
69. Exterior colors on residential units shall not be restricted.
70. Single family structures shall be consistent with applicable development standards identified in Tables 3A and 4, and Section 8-1.5302, of the Zoning Ordinance unless otherwise modified through the PD Permit in subsequent Design Review approvals.
71. The apartment project shall be consistent with Section 8-1.5306 of the Zoning Ordinance.
72. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.
73. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.
74. A separate site plan approval and design review approval is required for the apartment project.
75. A separate site plan approval and design review is required for the on-site park.
76. Universal design features shall be incorporated as an option in residential units. These features shall include first floor passage doors and hallways, a handicap accessible path of travel from either the driveway or sidewalk to the entrance of the residential units, and other features determined by the Community Development Department.
77. The applicant shall ensure that lots along West Main Street receive special design and architectural treatment to showcase neo-traditional principles along this new segment of the City's original Main Street. Front doors for all lots that adjoin West Main Street (front-on or side-on) shall open onto West Main Street. Side-on homes shall include wrap around porches. There shall be no driveways onto West Main Street.
78. A site plan for Lots Z-1 and Z-2 and landscaping plans for the entire project shall be submitted for design review and approval by the City prior to acceptance of the final map.

79. Landscaping improvements shall be developed at the same time as adjoining lots, and shall be completed to the City's satisfaction prior to occupancy of adjoining lots.
80. The following lots shall have wrap-around porches with front doors facing the park: 154, 168 (east), 169, 188, 221 (east), 240 (east), 262, 263, 288, 289, and 312 (east). The following lots shall have wrap-around porches with front doors facing the park and driveways on the local street: 155, 220, 239, and 311 consistent with the Winters Highlands Architectural Guidelines.
81. Details for side yard fencing along West Main Street and Taylor Street shall be provided for City review and approval as a part of subsequent Design Review for the project. Height, materials, setback, and landscaping shall be considered in light of the visibility of those areas from proposed bicycle trails along those streets.
82. Alley loaded garages shall have rear lighting that illuminates the alley. Style and wattage of fixtures shall be subject to City review and approval for both safety and aesthetic purposes as a part of subsequent Design Review for the project. Project CC&Rs shall specify the requirement for these fixtures to be maintained, and kept lit during evening hours, by the resident.
83. Duplex lots shall driveways and front doors on opposite street frontages.

Affordable Housing

84. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed for the identified income-restricted units/properties. Deed restrictions shall be recorded against each income-restricted lot (including Lot A) property to ensure permanent affordability.
85. ~~Of the 66 affordable units, 26 shall be restricted to very low income occupants and 40 shall be restricted to low/moderate income occupants (comprised of 25 low income units and 15 moderate income units). These lots shall not be the same lots as those identified to meet the City's local builder requirement. The low/moderate split shall be determined by the City [intentionally omitted].~~
86. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.
87. Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths. ~~The same requirements shall apply to the affordable apartment units.~~
88. Pursuant to Policy II.A.13 of the Housing Element, the affordable units shall be visually indistinguishable from the market-rate units.

Street Improvements

89. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003.
90. West Main Street:
 - a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the proposed Moody Slough Road with the first final map on the project. Applicant shall acquire the necessary right of way on the Callahan property prior to approval of the first final map.
 - b) The proposed West Main Street cross-section was previously approved with the Callahan Estates Subdivision as an 80-foot right-of-way comprised as follows: a 10-foot Class I bikeway with 2-feet of clearance and 14-foot landscape strip on the west side, an 8-foot parking lane on both sides, a 12-foot travel lane on both sides, and an 8-foot landscape strip with 6-foot sidewalk on the east side.

c) The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50th building permit. Signal is currently being designed and constructed by the Callahan Development. If signal is not constructed by the Callahan Development, the Signal is to be constructed at applicant's expense subject to a reimbursement from the City Development impact fees.

d) Applicant shall provide all necessary right-of-way and construct a traffic roundabout at the intersection of West Main Street and Niemann Street as approved by the City Engineer.

91. Taylor Street:

a) If the Callahan property is not developed prior to the development of Phase III and IV of the Winters Highlands Project, then the Applicant will be required to acquire the land on the Callahan property in order to facilitate the full construction of Taylor Street as shown on the Tentative Map. Applicant shall acquire the needed right-of-way prior to final map on Phase III and Phase IV.

b) Taylor Street, along the east side of the linear park, is a "Secondary Collector" with a 66-foot cross-section comprised as follows: 3-feet of the 10-foot Class I bikeway plus a 10-foot landscape strip on the west side, a 7-foot parking lanes on both sides, a 13-foot travel lane on both sides, and an 8-foot landscape strip and 5-foot sidewalk on the east side. The remaining 7 feet of the Class I bikeway is proposed to be located within the linear park, immediately adjoining the street right-of-way.

c) At the intersections of Taylor Street/Niemann Street and Taylor Street/Anderson Avenue, each corner will "bulb out" and the pedestrian crossings will be raised, textured concrete.

92. Valley Oak Drive:

a) Valley Oak Drive shall be extended within the limits of the Winters Highlands Property. The proposed alignment involves location of a portion of the roadway on property owned in fee by PG&E. Applicant shall obtain approval by the Public Utilities Commission (PUC) and shall acquire all necessary easements and rights of way across the PG&E property prior to the first final map approval on the project. It is anticipated that connection to existing Valley Oak Drive will occur with the final phase of the project. However, this connection shall be constructed sooner if required by the City Engineer.

b) Traffic calming measures shall be constructed on Valley Oak Drive. Applicant shall submit a traffic-calming plan prior to approval of first final map for the project.

c) Valley Oak Drive is proposed as a "Modified Primary Collector" with a 64-foot cross-section comprised as follows: a 10-foot Class I bikeway with 2-foot clearance, 6-foot landscaping strip, and 14-foot travel lane on the west side, and a 12-foot travel lane, 7-foot parking lane, 8-foot landscape strip, and 5-foot sidewalk on the east side.

93. Moody Slough Road: For the segment west of West Main Street, Moody Slough Road is proposed as a "Primary Collector". The Applicant shall construct the ultimate cross-section to 93-feet comprised of a 5-foot sidewalk on the south side, 8-foot landscape strips on both sides, 8-foot parking lanes on both sides, 15-16-foot travel lanes on each side, a 12-14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. To allow for the Ped/Bike pathway to connect to the subdivision, an interim street cross section will not be allowed for this segment of Moody Slough Road.

For the segment east of West Main Street, Moody Slough Road is proposed as a "4-Lane Arterial". The ultimate cross-section shall be 126-feet comprised of a 10-foot landscape strip on the south side and 6-foot sidewalk on the south side, 8-foot landscape strips on both sides, 6-foot bike lanes on both sides, two 13-foot travel lanes on each side, a 14-foot median, and a 10-foot Class I bike path with 2-feet of clearance on the north side. An interim cross-section of 81- feet is proposed

comprised of a total of 18-feet of landscaping, a 6-foot sidewalk, and a 6-foot bike lane on the south, 33-feet of pavement on the south, and a 13-foot travel lane and 5-foot shoulder on the north.

94. Niemann Street: Niemann Street is shown to extend from the existing Niemann Street at the east property line to proposed Valley Oak Dr. Within the project boundaries, Niemann Street shall be constructed in conjunction with the appropriate phase of the project. Niemann Street is a "Secondary Collector" with a 76-foot cross-section comprised of a 5-foot sidewalk on the south side, an 8-foot landscape strip on the south and an 11-foot landscape strip on the north, a 7-foot parking lane on both sides, a 13-foot travel lane on both sides, and a 10-foot Class I bikeway with 2-feet of clearance on the north side. The extension of Niemann Street from W. Main Street to the westerly terminus of existing Niemann Street will be extended with the first phase (Final Map) of development. If the Callahan Property is not developed prior to the development of Phase III of the Winters Highlands project then the Applicant will be required to extend Anderson Ave. to the west to connect to W. Main Street.
95. Anderson Avenue: Anderson Ave. from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first phase (first Final Map) of the Winters Highlands project to serve the existing Middle School on Anderson Ave. In addition, if the Callahan Property is not developed prior to the development of Phase III of the Winters Highlands project then the Applicant will be required to extend Anderson Ave. through the Callahan Property to the west to connect to W. Main Street. Applicant shall acquire the needed right-of-way prior to approval of the final map for Phase III. Anderson Street is a local residential street with a 66-foot cross-section to account for the proposed Class I bikeway. The cross-section shall be comprised of the following: a 10-foot Class I bikeway with 2-foot clearance and 8-foot landscape strip on the south side, a 7.5-foot parking lane on each side, a 10-foot travel lane on both sides, and a 6-foot landscape strip with 5-foot sidewalk on the north side.
96. "D" Street: Between Taylor Street and West Main Street, the Applicant shall be required to acquire the land on the Callahan property prior to approval of a final map for Phase I, in order to facilitate the full construction of "D" Street as shown on the Tentative Map during Phase I of the project. "D" Street between Taylor and Valley Oak Drive shall be constructed to Local Street standards no later than the completion of Phase III development.
97. G" Street: G Street is proposed to be a standard local City street with a 57-foot cross-section. South of the park however, it should be noted that the City will require an expanded cross-section to be determined by the City Engineer.
98. J Street, which would run along the west side of the linear park, will be a standard local City street with a 57-foot cross-section.
99. Intersection Enhancement Details: Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.
100. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
101. Alleys: All Alleys shall be 26' wide back of curb to back of Curb. Final pavement structural shall require City Engineer approval, but in no case shall the section be less than that specified in the City of Winters Improvement Standards with the addition of Type A Asphalt Concrete.
102. All Asphalt Concrete Pavement shall be Type A and Asphalt Grade shall be AR-8000 or equivalent Performance Grade.
103. Tentative Map Street Cross-Sections, Conditions and Changes shall be made as follows:
 - a) Street Section (Local): Add all street names to the detail heading.

- b) ADD NEW STREET CROSS SECTION- Moody Slough Road (East of Project Boundaries): Street cross section shall clearly depict primary collector improvements to be constructed per the conditions of approval for Moody Slough Road.
- c) ADD NEW STREET CROSS SECTION- Niemann Street (East of West Main Street): Depict full improvements
- d) ADD NEW STREET CROSS SECTION- Anderson Avenue (East of West Main Street): Depict full improvements
- e) Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.
- f) Additional traffic studies shall be performed for subsequent phases as required by the City Engineer. The City has the option to perform the studies at Applicant's expense.
- g) A signing and striping, and stop sign plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Winters Public Improvements Standards and Construction Standards.
- h) Street light types shall be those historic types as approved by the City. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

Storm Drainage and Site Grading

- 104. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.
- 105. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
- 106. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

107. To accommodate the Winters Highlands Flood Overlay area into the existing Rancho Arroyo Pond the applicant shall be required to construct a pump station in the pond that would consist of an approximate sized 14.5 cfs of pumping capacity. The applicant would also be required to fund and construct all storm drainage piping to accommodate flows from their project area to include a new inlet structure to the Rancho Arroyo detention pond and the abandonment of the existing inlet structure on the Cottages at Carter Ranch property. In addition, the existing 0.8 cfs detention pond pump and standpipe would be removed. Applicant shall be required to construct these improvements with the first final map. Applicant shall be required to acquire necessary land and for and right of entry agreements for the construction of new improvements and abandonment of existing improvements. The cost of work performed in and for the improvement of the Detention Basin shall be subject to fee credits and/or reimbursement, as determined by the City. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map.
108. By allowing the project General Plan Flood Overlay Area to be redirected into the Rancho Arroyo Pond with improvements to the pond, does not eliminate the requirement for the Project to pay into the Flood Overlay Area Storm Drainage Fee. The proposal to develop in the Flood Overlay Area, and remove portions of the development from the Flood Overlay Area will require City Council approval, and amendment to the General Plan and Rancho Arroyo Drainage Shed.
109. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
110. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
111. Drainage fees shall be paid prior to issuance of a building permit.
112. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
113. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.
114. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.
115. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
116. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less than 1 acre shall include a BMP to be approved by the City Engineer.
117. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
118. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded

areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

119. 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.
120. Applicants for projects draining into water bodies shall obtain a National Pollutant Discharge Elimination System (NPDES) Permit from the Regional Water Quality Control Board prior to commencement of grading.
121. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
122. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
123. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
124. Construction equipment and engines shall be properly maintained.
125. 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.
126. Construction practices will minimize vehicle idling.
127. Potentially windblown materials will be watered or covered.
128. Construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

129. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
130. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
131. A Tentative Map Sewer comprehensive Collection System Master Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.
132. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
133. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.
134. The Applicant shall be obligated to advance fund the construction of the off-site sewer pump station identified on West Main Street Adjacent to the entrance to the Rancho Arroyo Detention Pond. The

City has the option of requiring the Applicant to design and construct the Pump Station or have the City design and construct the pump station at the Applicant's expense. An appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Applicant shall be required to acquire the needed right-of-way prior to approval of the first final map for the project. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map.

135. Prior to approval for use of the City's existing force main pipe, Applicant shall assess the capacity and physical condition of the force main and obtain City Engineer approval for use on the project. If the force main cannot be used, the Applicant shall be required to construct a new force main to the WWTP.
136. The Developer acknowledges and agrees that, notwithstanding any provision contained in the Development Agreement, the Land Use Entitlements or the Conditions of Approval to the contrary, the City shall not be required to approve or record a Final Map for any Phase of the Winters Highlands Subdivision until and unless the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase of the Winters Highlands Subdivision.
137. Construction of deep sewer mains shall be connected to laterals by a parallel mains and connections at Manholes.

Water Infrastructure

138. All materials and installation of the water system shall be at the applicant's expense per City of Winters Public Improvement Standards and Construction Standards.
139. If required, per SB221, project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
 - a. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
 - b. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
 - c. The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
 - d. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
140. Based on City water modeling, a new well is needed to serve the first phase of development. A new well is being constructed by the Callahan Estates Development. Developer shall pay its fair share obligation in accordance with the Development Agreement. If a second well is required, Developer shall advance fund the construction of a second water well and required water system conveyance pipelines with the project. Developer shall enter into a reimbursement agreement in accordance with the terms of the Development Agreement for reimbursement of costs above its fair share obligation for funding the design and construction of a second well. Per Mitigation Measure #15, the applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units..

141. The Applicant shall submit a well site plan with facility elevations for City approval with the first final map application.
142. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the development. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.
143. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
144. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
145. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.
146. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
147. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
148. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The following minimum water flows, with 20 PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.
149. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the Winters Fire Department for replacement purposes.
150. MEDIANS, FIRE HYDRANT PLACEMENT: When Median strip is to be installed in the center of a street; the fire hydrant will be spaced not more that 300 feet on both sides of the divider on the curb side of the street. Final approval and approval of any changes is the responsibility of the City Engineer.
151. All Construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.

152. Prior to approval of the first final map, a comprehensive on-site water system master plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
153. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
154. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
155. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
156. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
157. 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.
158. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D and local Fire Department standards. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

General Public Works and Engineering Conditions

159. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City; state and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
160. The applicant agrees to adhere to the terms of the of the ordinance (Ordinance No. 96-02) adopted by the City Council to address impact fees to be paid for development of property within the Rancho Arroyo Drainage District, to offset costs associated with drainage improvements.
161. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
162. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the final map from the County, prior to issuance of the first building permit.
163. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
164. A registered landscape architect shall design landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

165. Applicant shall make every attempt to submit joint trench/utility/composite plans for review, prior to approval of the final map and improvement plans. Construction will not be allowed to proceed prior to submittal of the joint trench/utility/composite plans for City review.
166. All existing and proposed utilities (Electric, phone/data, and cable) shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
167. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
168. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Winters City Engineer and Fire Department
169. Occupancy of residential units shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings, unless otherwise approved by the City Engineer and Community Development Director. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
170. 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.
171. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.
172. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform with the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.

Easements and Right of Way

173. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
174. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
175. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
176. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

Reimbursements for Applicant Install Improvements

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

Landscaping and Lighting

178. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
179. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
180. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
181. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.
182. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.
183. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
184. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.
185. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
186. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.
187. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
188. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
189. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.
190. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.
191. Moisture sensors shall be installed on the 14-foot parkway strips located along West Main Street.

ATTACHMENT E

MEMORANDUM FOR THE RECORD
SUBJECT: [Illegible]

DATE: [Illegible]

BY: [Illegible]

FOR THE DIRECTOR
[Illegible]

U.S. DEPARTMENT OF JUSTICE

FEDERAL BUREAU OF INVESTIGATION

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1.0 INTRODUCTION

This Addendum was prepared in accordance with the California Environmental Quality Act (CEQA) and the CEQA Guidelines. This document has been prepared to serve as an Addendum to the previously certified Focused Environmental Impact Report (EIR) for the Winters Highlands Project (Winters Highlands EIR) (State Clearinghouse Number 2004012109) that addressed potential environmental impacts associated with the Winters Highland project (Original Project). The City of Winters is the lead agency for the environmental review of the proposed project modifications (Modified Project).

This Addendum addresses the proposed modifications in relation to the previous environmental review prepared for the Winters Highlands Project. CEQA Guidelines Section 15164 defines an Addendum as:

The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.

.....A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record.

Information and technical analyses from the Winters Highlands EIR have been reviewed in the preparation of this Addendum. The complete Winters Highlands EIR, including both the Draft Focused EIR Winters Highlands Project (City of Winters, 2005) and the Responses to Comments on the Draft Focused EIR Winters Highlands Project (City of Winters, 2006), is available for review at:

City of Winters
Community Development Department
318 First Street
Winters, CA

1.1 BACKGROUND AND PURPOSE OF THE EIR ADDENDUM

The Focused EIR for the Winters Highlands Project was certified on April 4, 2006 by the Winters City Council. The Winters Highlands Project is a residential subdivision of 102.6 acres. The Winters Highlands Project includes 413 single-family residential lots, including 36 “duplex” lots, on 49.49 acres, a 2.01-acre multifamily lot, a 10.63-acre park site, a 10,000 square foot well site, a 7.43-acre wetlands/open space area, an exchange parcel of 0.04 acres to the Callahan property to the south, and 32.81 acres of public roads. The approved Winters Highlands Project is referred to as the “Original Project” in this EIR Addendum. The Winters Highlands Project is described in detail in Chapter 2 of the Winters Highlands Draft EIR.

Since certification of the EIR, the economy has changes and the residential housing market experienced a steep decline. As a result, the Project Applicant has changed to Homes by

Towne. The Project Applicant has requested modifications to the Original Project. The proposed modifications to the Winters Highlands Project are referred to as the Modified Project, which is described in greater detail under Section 2.0 below.

In determining whether an Addendum is the appropriate document to analyze the proposed modifications to the project and its approval, CEQA Guidelines Section 15164 (Addendum to an EIR or Negative Declaration) states:

- a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*
- b) An addendum to an adopted negative declaration may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.*
- c) An addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration.*
- d) The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project.*
- e) A brief explanation of the decision not to prepare a subsequent EIR pursuant to Section 15162 should be included in an addendum to an EIR, the lead agency's required findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence.*

1.2 BASIS FOR DECISION TO PREPARE AN ADDENDUM

When an environmental impact report has been certified for a project, Public Resources Code Section 21166 and CEQA Guidelines Sections 15162 and 15164 set forth the criteria for determining whether a subsequent EIR, subsequent negative declaration, addendum, or no further documentation be prepared in support of further agency action on the project. Under these Guidelines, a subsequent EIR or negative declaration shall be prepared if any of the following criteria are met:

- (a) When an EIR has been certified or negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*
 - (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*

- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the negative declaration was adopted, shows any of the following:*
 - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
 - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
 - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
 - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.*
- (b) If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if required under subdivision (a). Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, and addendum, or no further documentation.*

As demonstrated in the environmental analysis provided in Section 3.0 (Environmental Analysis) and Section 4.0 (Changes in Circumstances/New Information), the proposed changes do not meet the criteria for preparing a subsequent EIR or negative declaration. An addendum is appropriate here because, as explained in Sections 3.0 and 4.0, none of the conditions calling for preparation of a subsequent EIR or negative declaration have occurred.

2.0 PROJECT DESCRIPTION

This section provides a detailed description of the proposed Modified Project. The reader is referred to Section 3.0 (Environmental Analysis) for the analysis of environmental effects of the proposed modifications in relation to the analysis contained in the previously certified Winters Highlands EIR.

2.1 MODIFIED PROJECT COMPONENTS

The Modified Project would revise the Original Project as shown in Table 1. The Modified Project would result in the removal of 36 duplex lots, which would be replaced with 18 single family lots. There would be no change to the total acreage or location of single family lots. The Modified Project would also revise the project’s approach to complying with the City’s affordable housing requirement by reducing the affordable unit requirement by 6 units and by providing the affordable units through a combination of on-site production, land dedication, and in lieu fees. As shown in Table 1, there are no other changes to the Original Project.

TABLE 1: COMPARISON OF ORIGINAL PROJECT VERSUS MODIFIED PROJECT

TABLE 1: COMPARISON OF ORIGINAL PROJECT VERSUS MODIFIED PROJECT			
SINGLE FAMILY RESIDENTIAL	413 lots, including 36 “duplex” lots, on 49.49 acres	395 single family lots, no duplex lots, on 49.49 acres	Decrease of 18 single family lots, no change in acreage
MULTIFAMILY RESIDENTIAL	30 multifamily units on a 2.01-acre lot	30 multifamily units on a 2.01-acre lot	No change
PARKS AND OPEN SPACE	10.63-acre park site and 7.43-acre wetlands/open space area	10.63-acre park site and 7.43-acre wetlands/open space area	No change
INFRASTRUCTURE	32.81 acres of public roads and 10,000 square foot well site	32.81 acres of public roads and 10,000 square foot well site	No change
OTHER	0.04-acre Callahan exchange parcel	0.04-acre Callahan exchange parcel	No change
AFFORDABLE HOUSING REQUIREMENT	66 units (443 units x 15%): 26 very low, 25 low, and 15 moderate income units provided on site	60 units (395 units x 15%): 18 moderate units provided on-site; in lieu fee of \$47,619.05 per very low and low income unit (24 very low and 18 low income units); deed restriction and dedication of multifamily site for affordable housing	Reduction in affordable units from 66 units to 60 units. Satisfaction of very low and low requirement through deed restriction of multi-family site and payment of in lieu fee to provide affordable units

2.2 MODIFICATION TO WINTERS HIGHLANDS MITIGATION

Mitigation measure 4.3-2(a) included a typographical error and will be revised as follows (underline denotes added text, ~~strikethrough~~ denotes removed text):

Mitigation Measure 4.3-2(a): *The applicant will develop and implement a plan to manage the Preserve with the objective of ensuring that the wetland and upland habitats within the Preserve core zone are maintained in perpetuity at their present condition or better, and ensuring that any activities or structures authorized within the Preserve buffer zone are consistent with preserving the integrity of the Preserve core zone.*

The Preserve shall cover approximately 7.43 acres in the northeast portion of the Project site and will include both a core zone ("wetlands area") and a buffer zone ("open space area"). The Preserve core zone shall be approximately 3.10 acres and include the 0.99 acre of seasonal wetland/vernal pool habitat and 2.10 acres of immediately adjacent annual grassland habitat. The Preserve buffer zone will cover approximately 4.33 acres and border the Preserve core zone to the north and west and provide an upland buffer to protect the Preserve core zone from adjacent land uses.

The Management Plan shall be consistent with the terms proposed by the applicant as outlined in the EIR, with the following modifications:

- 1. The conservation easement shall protect the entire 7.43 acres, not just the 3.10-acre core zone.*
- 2. The buffer zone shall be maintained in a natural condition and shall not be planted with non-native vegetation. Irrigation will occur only during the initial establishment of any vegetation planted at the Preserve.*
- 3. The U.S. Army Corps of Engineers does not need to be involved in the decision-making for removal of problematic non-native plant species.*
- 4. No surface runoff from other sources shall be allowed.*
- 5. Approval for the use of pesticides and other chemical agents must go through the U.S. Fish and Wildlife Service but need not go through the U.S. Army Corps of Engineers.*
- 6. "Low impact" activities shall be defined and guidance on activities not allowed shall be provided. The U.S. Army Corps of Engineers need not be involved in the decision-making.*
- 7. The structure of the conservation easement, including parties to the agreement, shall be to the satisfaction of the City of Winters.*
- 8. The U.S. Fish and Wildlife Service rather than the U.S. Army Corps of Engineers ~~shall~~ be given authority to enforce provisions of the Management Plan and conservation easement.*
- 9. The Management Plan shall include provisions for access by the Sacramento-Yolo Mosquito & Vector Control District personnel for routine surveillance of the ponded area(s) and shall identify a procedure for addressing possible vegetation management concerns should the District determine that dense vegetation growth in the wetland(s) may contribute to future mosquito outbreaks.*

3.0 ENVIRONMENTAL ANALYSIS

This section of the Addendum provides analysis and cites substantial evidence that supports the City's determination that the proposed modifications to the Winters Highlands Project (Modified Project) do not meet the criteria for preparing a subsequent or supplemental EIR under CEQA Guidelines Section 15162.

As addressed in the analysis below, the proposed modifications associated with the Modified Project are not substantial changes to the adopted project. The proposed modifications would not cause a new significant impact or substantially increase the severity of a previously identified significant impact from the Final EIR (CEQA Guidelines Section 15162[a][1]) that would require major revisions to the EIR. All impacts would be nearly equivalent to or reduced from the impacts previously analyzed in the Final EIR. Accordingly, the proposed modifications associated with the Modified Project are not inconsistent with the General Plan, Zoning Ordinance, or adopted Mitigation Measures for this project.

MODIFICATION TO RESIDENTIAL UNIT COUNT

The proposed reduction from 413 to 395 single family units (see Table 1) would not change the location of residential development and would not increase the density or intensity of development. The reduction in units described in Table 1 may result in a decrease in the total square footage of residential uses, but would not change or increase the total acreage developed for residential uses. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

MODIFICATION TO AFFORDABLE HOUSING REQUIREMENT

The decrease in affordable units (see Table 1) would not result in any changes to the proposed Winter Highlands development pattern. The deed restriction and dedication of the multifamily site for affordable housing does not include any changes to the density of the multifamily site and would have no effect in terms of environmental impacts. The payment of in lieu fees by the Modified Project may result in the use of the in lieu fees for off-site development, as the in lieu fees are anticipated to be used for the Blue Mountain Terrace project. The Blue Mountain Terrace affordable housing project has been analyzed pursuant to CEQA and the City has issued a Notice of Exemption for the Blue Mountain Terrace Project. If the in lieu fees are used for another purpose, that project would be required to be analyzed pursuant to CEQA. As the Winters Highlands in lieu fees are currently planned for use at Blue Mountain Terrace, it would be speculative to address alternative uses of the fees at this time. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

MODIFICATION TO MITIGATION MEASURE 4.3-2(A)

Item 8 of mitigation measure 4.3-2(a) has been revised to read that the U.S. Fish and Wildlife Service “may” be given authority to enforce the provisions of the management plan and conservation easement. The enforcement of the management plan and conservation easement shall be as directed by the federal permitting agencies. This correction in the language does not affect the substance of the mitigation in any way, and is simply a clarification of fact, in that the City does not presume to dictate manner in which the federal permitting agencies will carry out their obligations with regard to the management plan and conservation easement. This change would not result in any new significant environmental impacts and would not increase the significance of environmental impacts analyzed in the Winter Highlands EIR.

CONCLUSION

The proposed changes do not cause a new significant impact or substantially increase the severity of a previously identified significant impact, and there have been no other changes in the circumstances that meet this criterion (CEQA Guidelines Section 15162[a][2]). There have been no significant changes in the environmental conditions not contemplated and analyzed in the EIR that would result in new or substantially more severe environmental impacts.

There is no new information of substantial importance (which was not known or could not have been known at the time of the application (see Section 4.0), that identifies: a new significant impact (condition “A” under CEQA Guidelines Section 15162[a][3]); a substantial increase in the severity of a previously identified significant impact (condition “B” CEQA Guidelines Section 15162[a][3]); mitigation measures or alternatives previously found infeasible that would now be feasible and would substantially reduce one or more significant effects; or mitigation measures or alternatives which are considerably different from those analyzed in the EIR which would substantially reduce one or more significant effects on the environment (conditions “C” and “D” CEQA Guidelines Section 15162[a][3]). No new plans, policies, or regulations that would result in new significant environmental impacts or an increase in the severity of environmental impacts were identified. There have been no significant changes in circumstances that would involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects. None of the “new information” conditions listed in the CEQA Guidelines Section 15162[a][3] are present here to trigger the need for a subsequent or supplemental EIR.

CEQA Guidelines Section 15164 states that “The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.” An addendum is appropriate here because, as explained above, none of the conditions calling for preparation of a subsequent EIR have occurred.

REFERENCES

City of Winters, 2005. Draft Focused Environmental Impact Report Winters Highlands Project. SCH # 2004012109. Prepared by Ted Winfield & Associates for the City of Winters. September 2005.

City of Winters, 2006. Responses to Comments on the Final Focused Environmental Impact Report Winters Highlands Project. SCH # 2004012109. Prepared by Ted Winfield & Associates for the City of Winters. January 2006.

City of Winters, 2014. Draft Memo of Clarification: Implementation of Environmental Impact Report for Winters Highlands. November 19, 2014.

City of Winters, 2014. Planning Commission Staff Report and Attachments: Winters Highlands – Joint Planning Commission/City Council Workshop – Development Agreement Revisions. April 29, 2014.

City of Winters, 2014. City Council Staff Report and Attachments: Winters Highlands Development Agreement Workshop. May 13, 2014.

Memorandum

To: Jeff Pemstein
Jeremy Goulart
Homes By Towne California

From: John W. Donlevy, Jr.
City Manager
City of Winters

Date: November 19, 2014

Re: Memorandum of Clarification: Implementation of Environmental Impact Report for Winters Highlands

This memorandum is being provided to you by the City of Winters ("City") to clarify certain issues regarding the implementation of specific mitigations measures and requirements of the Mitigation Monitoring and Reporting Plan ("MMRP"), adopted by the City in connection with the certification of the Environmental Impact Report ("EIR") for the Winters Highlands residential development (the "Development"). The Development was approved on April 4, 2006 subject to execution of a Development Agreement which became effective on recordation on May 18, 2006. Homes By Towne of California is in the process of considering whether to acquire the Development from the current owner, and as part of that process, you have requested clarification regarding how the City interprets certain requirements set forth in the mitigation measures and the MMRP.

The EIR is a focused EIR that addresses impacts that the Development will have on biological resources. After discussing the requirements of the EIR with you and reviewing the relevant documents, the City has concluded that three of the mitigation measures and associated requirements of the MMRP do merit some clarification. This memorandum describes each of these mitigation measures, as well as the provisions of the MMRP that implement each measure and other related documents to the extent they are applicable. After the summary of each measure, this memorandum provides clarification of how the City intends to implement the measures. If you have any questions regarding this memorandum, please contact me.

I. Mitigation Measure 4.3-1(a)

A. Summary of Mitigation Measure and Related Documents

Mitigation Measure 4.3-1(a) reads as follows:

The applicant shall mitigate for Project-related impacts to 0.67 acre of habitat for federally listed vernal pool invertebrates by complying with U.S. Fish and Wildlife Service (USFWS) guidelines regarding mitigation for Project-related impacts to vernal pool invertebrate habitat. A mitigation plan shall be developed in conjunction with the USFWS to ensure no net negative effect to these species occurs.

The MMRP requires the developer of the Development to comply with the following with regard to Mitigation Measure 4.3-1(a):

Implementation of Mitigation Measure: *The applicant shall coordinate with the City to ensure consistency with the City's habitat mitigation goals. The applicant shall secure City approval of the mitigation plan prior to submittal for federal approval. The Applicant shall provide the City with a copy of the final mitigation plan approved by the USFWS with documentation of the plan's approval along with an implementation schedule for the mitigation plan. The implementation schedule will be subject to approval by the City. If the approved mitigation is to purchase credits from an agency-approved mitigation bank or preserve, the bank shall be subject to City approval. Following completion of the banking transaction, the applicant shall provide documentation that the agreed upon number of credits have been purchased from the agency-approved mitigation bank or preserve.*

In addition to the EIR and the MMRP for Highlands, the City adopted the Winters Habitat Mitigation Program on May 2, 2006 (the "WHMP"), which establishes policies governing the City's approach to habitat mitigation for the Hudson/Ogando, Creekside Estates, Callahan Estates, and Highlands projects. With regard to vernal pools and other seasonal wetlands, the WHMP declares as follows:

Seasonal Wetlands Habitat/Species – *The technology for preservation and creation of riparian and wetlands habitat is fairly standard and well understood but in many cases poorly implemented, managed and monitored. Where permitting approval from State or federal agencies is required (as is the case for example where protected invertebrates would be impacted) the mitigation requirements generally become no more technically difficult, however the regulatory requirements seem to increase significantly in the form of bureaucratic oversight. For this reason the City sees a logical distinction between mitigating riparian and wetlands habitat losses pursuant solely to local General Plan Policy VI.C.2 verses satisfaction of State and federal agencies requirements for mitigation of impacts to jurisdictional wetlands and/or protected species. Pursuant to the General Plan requirements, projects with impacts to riparian or wetland features must mitigate those impacts with land acquisition in the same fashion described above for the Swainson's Hawk. There then needs to be new habitat created on this land that replaces the habitat that was lost due to the project. This General Plan mitigation will not be allowed to occur in a mitigation bank as that removes it from City proximity and does not fully take advantage of the potential to permanently preserve open space around the city.*

To the extent that State or federal mitigation is also triggered for jurisdictional wetlands and/or protected species, this may be allowed to be satisfied within the same land acquisition but on separate acreage, but not to the extent that it limits or impairs full

satisfaction of the City's General Plan requirements and not to the extent that it might limit the ability of the City and its residents to gain open space recreational value from the dedicated lands and have management autonomy over them. The City recognizes that at both the State and federal level, agencies generally do not support "multi-use" management due to concerns regarding incompatibilities between human activities (even passive) and habitat preservation. Should this be the case, then mitigation for State and federal purposes must occur on separate land. The mitigation text for the Callahan and Hudson projects specify that mitigation under City General Plan Policy VI.C.2 is to take place at the City's community sports park site north of Moody Slough Road or at the preserved wetlands in the northwest corner of the Highlands project site. However all non-mounded land at the community sports park site will be needed for sports fields and the mounded areas will likely not be suitable for surface wetlands creation due to the underlying landfill cells and hazardous materials concerns. As part of the recent approval of the Highlands project a decision was made not to preserve the wetlands in the northwest corner of the project. Therefore, the City will exercise its discretion to direct that the wetlands mitigation for Callahan and Hudson be satisfied pursuant to this program in the same manner as will be required of the Highlands project.

The WHMP later declares that the City will require developers to:

Establish mitigation areas as close to town as practicable without detrimentally affecting likely direction of future growth. The precise acceptability of a particular mitigation property shall be decided on a case-by-case basis to avoid manipulating the market. Generally favorable areas are those that occur in Yolo County within a seven-mile radius of the current City limits (see Appendix B) as of May 2, 2006. Where mitigation is not possible in Yolo County, the first priority shall be mitigation in an approved mitigation bank in Solano County located within a seven-mile radius of the current City limits as of May 2, 2006.

B. Clarification of Mitigation Measure

There is some internal inconsistency in the WHMP, in that it declares in one part that mitigation for loss of seasonal wetlands should not occur through a mitigation bank, but subsequently indicates that mitigation shall be decided on a case by case basis, and can occur through a mitigation bank. It is the City's position that the EIR for the Development and the MMRP are the key documents setting forth the mitigation requirements for the Project, and to the extent there are inconsistencies in the WHMP as applied to the Development, the WHMP should be construed in a manner consistent with EIR and the MMRP.

To that end, it is the City's position that the Developer can address this mitigation measure by utilizing a mutually agreeable mitigation site or bank within seven miles of the City to mitigate for the .67 acres of impact to vernal pool invertebrates, or if a bank is not available within that distance then the Developer will use closest available bank with the required habitat credits, provided that sites within Yolo County will be given preference over sites outside of Yolo County. Provided that the mitigation site or bank selected by the developer meet these requirements, the City will not withhold its approval of the mitigation plan required for this measure under the MMRP.

II. Mitigation Measure 4.3-2(a)

A. *Summary of Mitigation Measure and Related Documents*

This mitigation measure required the applicant to develop and implement a plan to manage the approximately 7.43 acres of wetland and upland habitats to be preserved on the site of the Development (the "Preserve"). Mitigation Measure 4.3-2(a) reads as follows:

Mitigation Measure 4.3-2(a): *The applicant will develop and implement a plan to manage the Preserve with the objective of ensuring that the wetland and upland habitats within the Preserve core zone are maintained in perpetuity at their present condition or better, and ensuring that any activities or structures authorized within the Preserve buffer zone are consistent with preserving the integrity of the Preserve core zone.*

The Preserve shall cover approximately 7.43 acres in the northeast portion of the Project site and will include both a core zone ("wetlands area") and a buffer zone ("open space area"). The Preserve core zone shall be approximately 3.10 acres and include the 0.99 acre of seasonal wetland/vernal pool habitat and 2.10 acres of immediately adjacent annual grassland habitat. The Preserve buffer zone will cover approximately 4.33 acres and border the Preserve core zone to the north and west and provide an upland buffer to protect the Preserve core zone from adjacent land uses.

The Management Plan shall be consistent with the terms proposed by the applicant as outlined in the EIR, with the following modifications:

- 1. The conservation easement shall protect the entire 7.43 acres, not just the 3.10-acre core zone.*
- 2. The buffer zone shall be maintained in a natural condition and shall not be planted with non-native vegetation. Irrigation will occur only during the initial establishment of any vegetation planted at the Preserve.*
- 3. The U.S. Army Corps of Engineers does not need to be involved in the decision-making for removal of problematic non-native plant species.*
- 4. No surface runoff from other sources shall be allowed.*
- 5. Approval for the use of pesticides and other chemical agents must go through the U.S. Fish and Wildlife Service but need not go through the U.S. Army Corps of Engineers.*
- 6. "Low impact" activities shall be defined and guidance on activities not allowed shall be provided. The U.S. Army Corps of Engineers need not be involved in the decision-making.*
- 7. The structure of the conservation easement, including parties to the agreement, shall be to the satisfaction of the City of Winters.*
- 8. The U.S. Fish and Wildlife Service rather than the U.S. Army Corps of Engineers shall be given authority to enforce provisions of the Management Plan and conservation easement.*
- 9. The Management Plan shall include provisions for access by the Sacramento-Yolo Mosquito & Vector Control District personnel for routine surveillance of the ponded area(s) and shall identify a procedure for addressing possible vegetation*

management concerns should the District determine that dense vegetation growth in the wetland(s) may contribute to future mosquito outbreaks.

The MMRP requires that this mitigation measure be implemented as follows:

Implementation of Mitigation Measure: *The applicant shall coordinate with the City to ensure consistency with the City's habitat mitigation goals. The applicant shall provide to the City a detailed plan for the management of the Preserve, which incorporates the elements identified in the mitigation measure at a minimum. The plan is subject to City approval. The managing entity must be approved by the City. The plan shall identify the costs of implementation of the plan, including long-term maintenance costs, and how the applicant proposes to guarantee sufficient funds for management of the Preserve in perpetuity.*

Mitigation Measure 4.3-2(a) is not a stand-alone set of directives for the management of the Preserve site. It is a list of modifications to the management plan that was originally proposed by the applicant at the time the EIR was prepared. This management plan is included in the Draft EIR as Appendix I. The modifications should be read in conjunction with Appendix I of the Draft EIR, and the Developer will be required to prepare the required management plan including the items identified in Appendix I, modified as appropriate by the mitigation measure.

B. Clarification to Mitigation Measure 4.3-2(a)

This Mitigation Measure requires the following clarifications:

1. Items 3, 5, and 6 (as listed in the Mitigation Measure) are advisory only. The applicable federal permitting agencies will ultimately dictate the decision making process for these items, and they may be addressed as directed by the applicable federal permitting agencies.
2. Item 7: The City confirms that any conservation easement that is satisfactory to the applicable federal permitting agencies will be acceptable to the City.
3. Item 8: This provision should read that the U.S. Fish and Wildlife Service "may" be given authority to enforce the provisions of the management plan and conservation easement. The enforcement of the management plan and conservation easement shall be as directed by the federal permitting agencies. This correction in the language does not affect the substance of the mitigation in any way, and is simply a clarification of fact, in that the City does not presume to dictate manner in which the federal permitting agencies will carry out their obligations with regard to the management plan and conservation easement.

III. Mitigation Measure 4.3-3(a)

A. Summary of Mitigation Measure and Related Documents

This mitigation measure addresses potential project-related impacts to Swainson's Hawk foraging habitat and reads as follows:

Mitigation Measure 4.3-3(a): *The applicant shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with one of the following:*

i) *If the Yolo County Memorandum of Understanding (MOU) regarding project-related impacts to Swainson's hawk foraging habitat is in full force and effect at the time the applicant seeks to satisfy this mitigation, the applicant may pay the appropriate fees allowed by this agreement. The MOU requires the applicant to mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. A fee will be collected by the City of Winters for impacts to 102.6 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed regularly and the applicant shall be charged at the rate per acre in effect at the time. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.*

ii) *If the Yolo County NCCP/HCP has been adopted, the applicant shall mitigate for Swainson's hawk impacts by complying with the terms and requirements of the Plan. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit.*

iii) *If the MOU is not in full force and effect and if the NCCP/HCP has not yet been adopted, the project applicant shall purchase and set aside in perpetuity 102.6 acres of Swainson's hawk foraging land in proximity to the City of Winters (as approved by the City) through the purchase of the underlying land and/or the development rights and execution of an irreversible conservation easement to be managed by a qualified party (e.g. Yolo Land Trust). Mitigation shall include an endowment or other mechanism to pay for permanent maintenance and management by the managing entity. Compliance shall occur and be confirmed by the City of Winters prior to the issuance of a grading permit. To the extent feasible as determined by the City, identification of acceptable mitigation land shall be coordinated with the Yolo County Habitat Conservation Joint Powers Agency.*

The MMRP declares this Mitigation Measure shall be implemented as follows:

Implementation of Mitigation Measure: *Given the status of the JPA MOU and NCCP/HCP, the applicant shall implement option iii. The applicant shall coordinate with the City to ensure consistency with the City's habitat mitigation goals. The applicant shall provide the City with documentation that the property has either been purchased or put under a conservation easement for the purposes of managing the land as Swainson's hawk foraging and possible nesting habitat. The conservation easement must be acceptable to the California Department of Fish and Game and the City and the easement holder must be agreeable to both these agencies. The applicant shall prepare and submit a plan to manage the land to benefit the Swainson's hawk and other raptors and grassland birds and this plan shall include an endowment sufficient to manage the land according the management plan. The plan shall also identify the agreeable third-*

party entity responsible for managing the land according to the management plan. The plan will need approval by the California Department of Fish and Game and the City.

While the Agreement Regarding Mitigation for Impacts to Swainson's Hawk Foraging Habitat in Yolo County (the "Swainson's Hawk Mitigation Agreement," executed in 2002) technically expired in 2003, it continues to be honored and implemented by CDFW and the member agencies of the Yolo Habitat JPA as an acceptable interim method for mitigating hawk foraging impacts until the Yolo County HCP/NCCP is adopted.

The adopted WHMP addresses mitigation of Swainson's Hawk habitat as follows:

Swainson's Hawk and Other Raptors *Swainson's Hawk foraging land is easily located throughout the local area and in proximity of the City. As such where mitigation for Swainson's Hawk is triggered, the City will generally not allow it to occur through a mitigation bank, but rather require that it occur on land placed under easement by the applicant, under the management of a local established land trust approved by the City and acceptable to CDFG. In addition, preservation of Swainson's Hawk land generally has the dual effect of preservation of agricultural land in those cases where the foraging land is agricultural row crop land.*

The County and all cities within the County have a Memorandum of Understanding executed with CDFG that allows for the payment of in-lieu fees to the Yolo County Habitat Joint Powers Agency (JPA) as mitigation for the Swainson's Hawk. These fees are to be used to make purchases of Swainson's Hawk foraging land and/or easements on such land, for permanent conservation as a precursor to adoption of the Yolo County Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP). To date no purchases of mitigation land have been made by the JPA and the MOU has expired.

As written, the City approvals for the Callahan and Creekside projects defer to payment of the in-lieu fees to the JPA for mitigation of Swainson's Hawk. Whereas, the City's approval of the Hudson and Highlands projects indicate that unless the MOU and/or the countywide HCP/NCCP are approved and in effect, the applicants must directly secure land dedications, and cannot rely on payment of the in-lieu fee.

In light of the situation and in particular the expiration of the JPA on which the Callahan and Creekside Swainson's Hawk mitigations are based, the City will exercise its discretion on the Callahan and Creekside Swainson's Hawk mitigation requirements by determining that they can only be properly discharged by land dedication, as would be required of the Hudson and Highlands projects (assuming final approvals for Highlands).

Therefore, for all four projects the City position is that the applicants will purchase and set aside in perpetuity the appropriate acreage of Swainson's Hawk foraging land consistent with the parameters of this report, through the purchase of the underlying land and/or the development rights and execution of an irreversible conservation easement to be managed by a local established land trust approved by the City.

B. Clarification to Mitigation Measure 4.3-3(a)

As stated above in the clarification for Mitigation Measure 4.3-1(a), it is the City's position that the EIR for the Development and the MMRP are the key documents setting forth the mitigation requirements for the Project, and to the extent there are inconsistencies in the WHMP as applied to the Development, the WHMP should be construed in a manner consistent with EIR and the MMRP. In light of the fact the Swainson's Hawk Mitigation Agreement is still honored as if it had not expired, it is the City's position that the Developer can mitigate for the 102.6 acres of lost Swainson's Hawk foraging habitat through a mitigation receiving site established and recognized by the Yolo Habitat JPA. Upon execution of the conservation easement and other documents required by the Yolo Habitat JPA pursuant to the Swainson's Hawk Mitigation Agreement and in accordance with option (iii) as listed in Mitigation Measure 4.3-3(a), the measure will be deemed satisfied.

***DRAFT* MINUTES OF THE SPECIAL WINTERS PLANNING COMMISSION
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ATTACHMENT G

***DISCLAIMER:** These minutes represent the interpretation of statements made and questions asked at the meeting. They are not presented as verbatim transcriptions of the statements and questions made or asked as understood by the note taker.*

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

PRESENT: Commissioners Adams, Frazier, Myer, Riley, Reyes and Chair Biasi

ABSENT: Baker

STAFF: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Housing Programs Manager Dan Maguire, Community Development Director Dave Dowswell, Management Analyst Jenna Moser

Dave Dowswell led the Pledge of Allegiance.

CITIZEN INPUT: None at this meeting.

CONSENT ITEM:

- A. Minutes of the September 23, October 13, and November 25 Planning Commission meetings

Frazier noted typographical errors. Moser made modifications in the minutes to correct typos.

Frazier moved, and Myer seconded to approve with modifications the Minutes of the September 23, October 13, and November 25 Planning Commission meetings.

AYES: Commissioners Adams, Frazier, Myer, Riley, Reyes and Chairman Biasi.

NOES: None

ABSTAIN: None

ABSENT: Baker

COMMISSION REPORTS: None

STAFF REPORTS: None

DISCUSSION ITEM:

- A. Winters Highlands – Public Hearing and consideration by the Winters Planning Commission of the proposed Amended and Restated Development Agreement and Amended Tentative Map

Community Development Director Dowswell provided an overview of the staff report, noting changes to the Development Agreement and Conditions of Approval.

Chairman Biasi asked about the origin of the idea of Mello-Roos. City Manager Donlevy responded that it was proposed by the City by the Developer. City Attorney Ethan Walsh elaborated that the language in the Development Agreement explains that the City will consider the possible formation of a Mello-Roos Community Facilities District; it is not a commitment to agree to a District being formed.

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Jeff Pemstein, representing Homes by Towne, responded that Mello-Roos are used in many California communities. Pemstein asked for the ability in the Development Agreement to allow the City to consider Mello-Roos, noting the language is not a commitment, but an option to consider. Jeremy Goulart, representing Homes by Towne provided Commissioners and staff a memo outlining some language requested to be modified in the Conditions of Approval.

Biasi asked if this project has been heard by the Affordable Housing Steering Committee. Housing Programs Manager Dan Maguire responded that it has.

Biasi opened the Public Hearing at 6:51PM.

Catherine Portman, of the Burrowing Owl Preservation Society, made comments relating to Burrowing Owl mitigation, her past experiences with the site observing owls, and provided a written letter with comments.

Jim Hildenbrand, of Turning Point Investors, owner of Callahan Estates, made comments that he was not averse to the use of Mello-Roos, relating to major infrastructure, but asked the Commission to consider narrowing its use and asked the Commission to consider adding language to the agreement providing for cooperation with the surrounding developments.

Dick Holdstock made comments expressing his opposition to Mello-Roos, and asked the Commission to not allow their use in the City.

David Springer made comments encouraging more exploration of zero-net-energy homes, and other energy related improvements, and asked the Commission to not eliminate the photovoltaic requirement. Springer also questioned the need for a second EIR and outstanding environmental issues.

Tim Caro made comments regarding phasing and his concern over a drastic increase in population in Winters changing its culture, character. Caro would like to see the phasing slowed and suggested 40 units per year.

Hearing no other comments, Biasi closed the Public Hearing at 7:10pm.

Frazier asked for clarification the Affordable Housing modifications. Maguire responded by outlining the Affordable Housing Plan and how it satisfies the low and very-low-income obligation through the payment of in-lieu fees and land dedication, noting that the affordable moderate-income single family units built in this development will be spread through the subdivision. Those lots have not been pre-identified.

Pemstein explained the financing environment and the need to be allowed 200 units per year, stating that it was very unlikely that 200 units would be built per year, but due to strict underwriting criteria, the 200 number is needed. Pemstein speculated that fewer than 50 units per year were likely.

Frazier asked about the impact to the School District. Maguire responded that the District needs students and has been suffering declining enrolment.

Frazier asked if the park had been designed. Donlevy responded that it has been designed, but that potentially, modifications could occur.

Riley asked about any outstanding environmental issues. Walsh responded that the City can rely on the older EIR document because, while there are changes to the agreement and conditions, they are not substantial.

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Reyes asked if the units would be plumbed for solar installations. Pemstein responded that all of the units will be "solar ready" with solar installation as an option on all units.

Donlevy responded to the comment by Jim Hildenbrand on including language providing for cooperation with the surrounding developments. Donlevy asked the Commission to add language to the Development Agreement stating this, using the same language as was used for the Hudson-Ogando Subdivision.

Biasi asked staff why the 10 year term was chosen. Donlevy stated that agreements have differing terms, and staff concurs that 10 years is reasonable.

Biasi asked about the park development and funding component. Walsh responded that under typical impact fees, the developer would pay a great deal less than what is in this agreement.

Frazier asked about the roadway configuration and extensions of some streets. Donlevy responded by outlining the site map.

Biasi asked about the reduction in the number of model types. Dowswell responded that there are still a variety of model types, and they will be before the Commission for each phase of the development.

Myer stated that he does not believe the market will drive 200 units per year and is comfortable including that language.

Myer moved, and Riley seconded to recommend that the City Council approve the Amended and Restated Development Agreement for development of the property commonly known as Winters Highlands between the City of Winters and GBH-Winters Highlands, LLC pursuant to Government Code sections 65864 through 65869.5, and further approve the Amended Tentative Subdivision Map for the Winters Highlands Subdivision. Commission also added a provision to include language providing for cooperation with the surrounding developments and directed the City staff to work with the developer to make conforming changes to the conditions of approval in response to comments provided by the developer at the public hearing.

AYES: Commissioners Adams, Frazier, Myer, Riley, Reyes and Chairman Biasi.

NOES: None

ABSTAIN: None

ABSENT: Baker

COMMISSIONER/STAFF COMMENTS: None

ADJOURNMENT: Chairman Biasi adjourned the meeting at 8:30pm.

ATTEST:

Jenna Moser, Management Analyst

Bill Biasi, Chairman

P.O. Box 804, Winters, CA 95694

Dear City Council Members,

I would like to draw your attention to the idea of **phasing** the Highlands Development Project. With 395 houses slated to be built shortly, each with an average household size of 2.62 (based on Roseville figures in 2010) – this translates into roughly 1035 new people being added to Winters in a 2-year period.

Winters will increase in size by 14.8% (i.e., 1035 / 7000 people) in just 2 years. Therefore, by the time Highlands is built one in eight people in Winters will live in Highlands.

We moved here 22 years ago. It did not take long to find out where we liked to eat and drink but it sure took time for us to learn what the town was all about. Winters has a complex history, culture and social structure but this became apparent to us only slowly as we became involved, met new friends and learned new lessons. At first, we were more like where we had come from: Davis, Ann Arbor and UK. Later we found ourselves blending with the more patient pace of Winters' life. Slowly we became aware of the tremendous community, generous spirit of volunteerism, honest inclusion of very diverse views, and best ways to do things – that are respectful of the past and of the values of small town neighborliness. This did not appear as a revelation but took years to understand. We are still relative newcomers here but we have incorporated so many of the town's values into our lives that we are really proud to say we are from Winters, CA.

There is certainly a value to growth: it brings new neighbors and vitality to a community, it broadens circles of friends, expands pools of volunteers, and can add to the economy. But it can also damage the rich culture, social structure and traditions that are even more important to the character of small towns. **Timing is everything.** It takes time to welcome new neighbors. It takes time for new neighbors to learn of the past. It takes time for us to learn about them and it takes time to carefully weave their contributions into the fabric of a small town, delicately changing it without damaging it.

Growth can occur as it has done thus far in Winters, slowly, slowly. Or it can happen all at once as it did in Dixon. There, expansion was so rapid that two cultures emerged: one dominated by newcomers and one by "old timers". The divisions were sharp, the politics were rough and the results were predictable. Few of us would want to live in Dixon for these very reasons. The planned development at Highlands is of concern to many people in this town because it heralds a new approach – a Dixon approach for want of a better phrase. This is at odds with the pace to which we are accustomed; we are incredibly lucky that national economic woes have allowed us to grow a little at a time, at a speed that allows the rich culture and traditions of Winters to remain intact. That is about to change.

The developers claim they cannot get a bank loan if they restrict building to less than 200 houses per year: I do not believe that. If they are building 3 other development projects in Northern California, surely they are in good stead with their banks? And how do smaller development projects of 30 or 50 houses get bank loans? This simply cannot be true. If it is not true, then what is the reason for 200?

The developers say they will never manage to build 200 homes in a year, it is just "a number". I do not believe that. When someone writes they can build up to 200 per year, you can bet they will try as hard as they can to achieve that, whatever they say beforehand to get the deal that they want.

A slow growth policy demands 395 houses built out over 10 years, not 2 years – i.e. 40 or 50 houses per year. I am asking (exploring) the City Council to pass Highlands **only** if they slow down building to an agreed and signed speed of 40-50 houses per year. Please, please don't be snowballed.

Best regards,

Tim Caro

January 11, 2015

Winters City Council
318 First Street
Winters, CA 95694

Dear Council Persons:

The Winters Highlands development should be a project we can be proud of as being on the forefront of energy efficiency and sustainability. As approved by the Planning Commission, it is lagging far behind because of an out-of-date and watered-down development agreement. As proposed the project would not compare well with other new energy efficient developments in surrounding communities or respect new laws to control climate change. Governor Brown's recently proposed \$1 billion budget includes continuing investments in low-carbon transportation, sustainable communities, and energy efficiency. Winters should be participating in the governor's initiatives instead of resurrecting a 9 year old agreement to avoid them. Water conservation should also be included in project planning.

As stated by the Jeff Pemstein of Homes by Towne, the Winters Highlands property is "distressed", meaning that the land costs are probably much lower than comparable properties. Thus the developer likely has the opportunity to earn margins that can be used to build competitive homes that do more than just meet code. Granite Bay Holdings, the prior developer, released Homes by Towne from prior obligations by providing funding for the Safety Facility, library, and swimming pool, and the City is providing a safety net for the cost of the park. This leaves the new developer with a much more favorable financial picture.

The original conditions of approval included:

- Compliance with 2005 and/or 2008 Title 24 standards
- 50% of homes equipped with 2.4 kW PV systems
- All homes Energy Star certified
- 10% of lots sold to local builders

Changes in codes and laws since 2006 include:

- Compliance with 2013 or 2016 Title 24 standards (effective Jan. 1, 2017) depending on permit application dates. (The 2019-20 standards are targeting zero net energy use.)
- AB 32 (2006) – requires California to reduce its GHG emissions to 1990 levels by 2020 (<http://www.arb.ca.gov/cc/ab32/ab32.htm>)
- SB 375 (2008) - supports the State's climate action goals to reduce greenhouse gas (GHG) emissions through coordinated transportation and land use planning with the goal of more sustainable communities (<http://www.arb.ca.gov/cc/sb375/sb375.htm>).
- SB 97 (2008) - Codified the California Attorney General's argument that increased greenhouse gas emissions and their effects constitute an environmental impact that must be considered by

a permitting agency under the California Environmental Quality Act (CEQA). If a project proponent convinces a permitting agency that no greenhouse gas mitigation measures are necessary and the agency utilizes an environmental document lacking greenhouse gas mitigation measures, it could be likely that the Attorney General or an environmental or community group would sue. (<http://elq.typepad.com/currents/pdf/currents35-06-allen-2008-0411.pdf>)

The City Attorney indicated the three laws passed by the legislature do not have to be considered because the old development agreement is being extended. Regardless, the climate change crisis is a fact of life and Winters should do its part to address the problem by doing what it can to reduce energy consumption in all sectors.

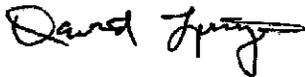
The development agreement approved by the Planning Commission eliminates the requirement for PV systems. No mention was made of the other conditions of approval listed above. The City Council should require the following in the updated development agreement:

- All homes built to Energy Star Version 3 as required in the Conditions of Approval (homes can no longer be certified to Version 2 that was in effect in 2006).
- 50% of homes equipped with PV systems as required in the Conditions of Approval.
- Pre-wiring of all homes for electric vehicle charging (space for a breaker and conduit to an electrical box in the garage) as a greenhouse gas emissions mitigation measure (probably a minimal cost).
- 10% of lots sold to local builders as required in Conditions of Approval to reduce vehicle miles by construction vehicles.

In addition, City staff should produce calculations showing that the added wastewater produced by Winters Highlands, Callahan, and Hudson-Ogando at full build-out will not exceed the current demand for agricultural uses. Otherwise, the City should require installation of "purple pipe" in the joint trench for carrying reclaimed water from the nearby wastewater treatment plant to the residences and the park for landscape irrigation.

Other supporting information is provided on the following pages. Please vote to make this project one that can be a showcase for Winters, not an embarrassment.

Respectfully,



David Springer
200 Madrone Court

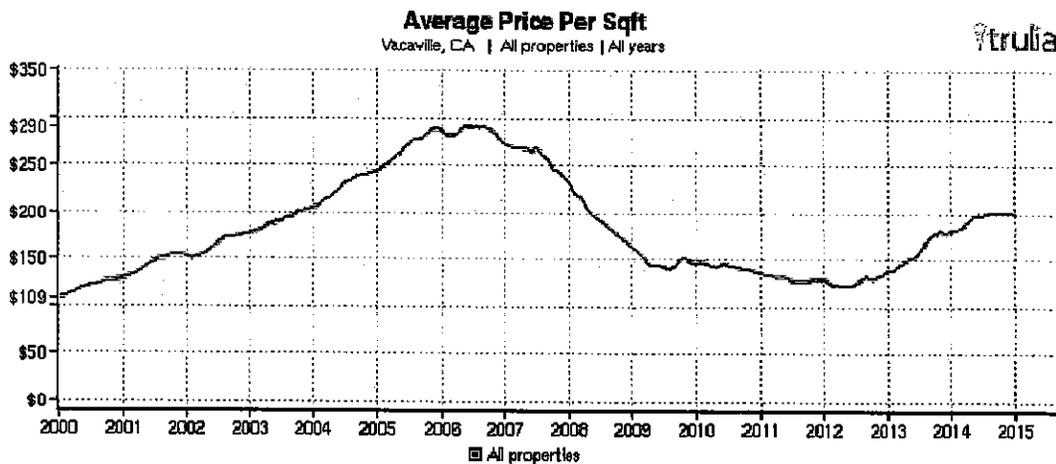
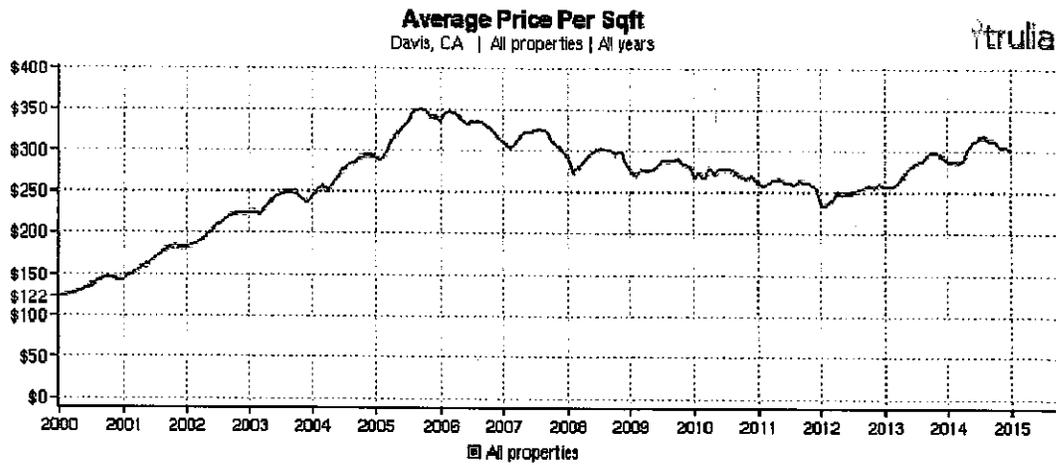
The Business Case for Building Above Code

The market can support it and it benefits the builder and the buyer. During the Planning Commission meeting Jeff Pemstein indicated the cost of construction would be only \$60 per square foot. If the average cost of improved lots is \$120,000 (high estimate), the total cost would be about \$240,000 for a 2000 ft² house, or \$120 per square foot. The median home cost in Vacaville is \$200/ft² and in Davis is \$300/ft² (see graphs below). Based on the lower Vacaville value, the profit per home sale would be 40%.

Energy efficient design and installation of PV systems has been shown to be a win-win: standard or above profit margins for the builders and a more affordable, comfortable home for the buyers. The California Advanced Home Program provides incentives as high as \$5,000 per house for above code construction (<http://www.californiaadvancedhomes.com/>).

Prior projects have shown that high quality, energy efficient, certified homes sell more quickly and for a higher price. The higher turnover rates can save builders much more than the cost of improvements. For their Carsten Crossings development in Rocklin, The Grupe Company outsold the competition 2.5:1 and projected their cost savings as \$14 million for adding energy efficient measures, PV, and LEED certification. This project had zero callbacks, eliminating builder costs for follow-up corrections. (http://www.pnl.gov/main/publications/external/technical_reports/PNNL-16362.pdf). PG&E can offer support through their "zero net energy" services. (http://www.caenergyefficiencymodel.com/energy-efficiency-in-the-sacramento-region/?gclid=CjwKEAiA28ilBRCy5cXrgtF7xTISJABgX7E2WmWikvNGNO81cjOIMHCjNFbhCBZ96yAUmtztSnD2GRoCtzPw_wcB)

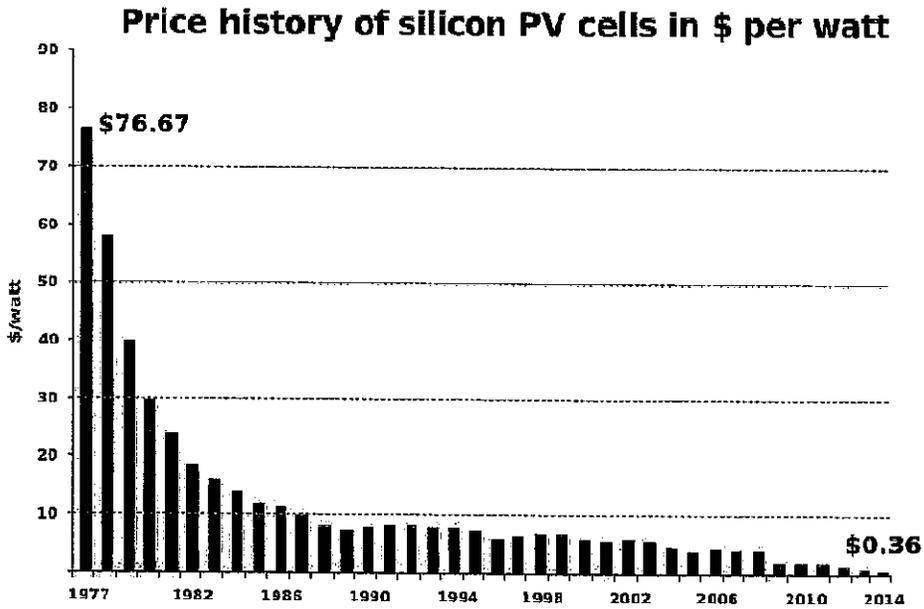
Buyers can be shown that resale values will be higher and that lower utility bills will decrease the cost of ownership. Homes certified by Earth Advantage in the Seattle metro area sold at a price premium of 9.6% when compared to noncertified counterparts and certified homes stayed on the market for 18 days less than noncertified homes (<http://www.earthadvantage.org/assets/documents/AssessingMarketImpactsofThirdPartyCertification-090529.pdf>). A study by the National Renewable Energy Laboratory found that homes built by Shea in the San Diego area sold 20% faster and for 17% more than comparable homes (<http://www.nrel.gov/docs/fy07osti/38304-01.pdf>). Energy efficient mortgages can help buyers who have difficulty qualifying should the builder add significant costs. (http://www.energystar.gov/ia/partners/bldrs_lenders_raters/EEM_Fact_Sheet.pdf).



The Case for Installing PV

The cost of PV systems is lower than it has ever been, and much lower than when the 50% requirement was included in the original development agreement. The graph below plots the rates of decrease. Many production builders are offering PV systems as standard either as a direct purchase or a lease, including Shea Homes (www.trilogylife.com/sheaxero), Meritage Homes (<http://www.meritagehomes.com/whybuy/energyefficient>), KB Homes (www.kbhome.com/energy-efficient-homes), and Beazer Homes (<http://www.beazer.com/energy-efficiency>) to name a few.

. Lennar Homes created their own PV installation firm (www.sunstreet.com). My experience with Centex Homes was that when PV was offered as a buyer option, buyers short-sightedly opted for granite counter tops in favor of PV.



Source: Bloomberg, New Energy Finance & pv.energytrend.com

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WINTERS APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND GBH-WINTERS HIGHLANDS, LLC FOR THE WINTERS HIGHLANDS SUBDIVISION

WHEREAS, the City of Winters (“City”) and GBH-Winters Highlands, LLC (“Developer”) entered into that certain Development Agreement which was recorded in the official records of Yolo County as of May 30, 2006 (“Development Agreement”); and

WHEREAS, the Development Agreement provides for the residential development of certain real property, Yolo County APN 030-220-17, 030-220-17,030-220-19,030-220-49 and 030-220-50, located north of the terminus of Valley Oak Road and Main Street and south of Moody Slough Road and commonly known as the Winters Highlands Property (the “Project”); and

WHEREAS, the severe and adverse change in economic conditions that occurred subsequent to the execution of the Development Agreement by the City and Developer’s predecessor in interest resulted in a First Amendment to the Development Agreement; and

WHEREAS, in December 2006, the City executed a First Amendment to the Development Agreement to update the terms of the Development Agreement, and in March 2009, the City recorded a Second Amendment to the Development Agreement, both to make certain clarifications and modifications to the Development Agreement; and

WHEREAS, Developer and City desire to incorporate the clarifications and modifications of the First and Second Amendments, and make additional modifications to the obligations of Developer in connection with the Project, which clarifications and modifications are incorporated into an Amended and Restated Development Agreement (the “Amended and Restated Agreement”), in the form attached hereto and incorporated herein as **Exhibit A**; and

WHEREAS, on January 5, 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 Amended and Restated Development Agreement were heard and at which the Amended and Restated Development Agreement was comprehensively reviewed; and

WHEREAS, on January 20, 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 Amended and Restated Development Agreement were heard and at which the Amended and Restated Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council reviewed and studied the Amended and Restated Development Agreement, the Final Environmental Impact Report (“Final EIR”) prepared for the original Development Agreement, and the Addendum to the Final EIR prepared in connection with the Amended and Restated Development Agreement and found pursuant to Resolution No. _____

that the Amended and Restated Development Agreement and associated approvals by the Council comply with the California Environmental Quality Act ("CEQA").

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT. Pursuant to California Government section 65868, the City Council hereby approves the Amended and Restated 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 Amended and Restated Development Agreement promotes the public health, safety, and welfare of the community because the Amended and Restated Development Agreement will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

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

SECTION 3. CEQA. The City Council has reviewed and considered the information contained in the Addendum and supporting documentation in connection with the previously certified Final EIR. The City Council finds, as more specifically set forth in Resolution No. _____ of City Council that the Addendum contains a complete and accurate reporting of the environmental impacts of the Amended and Restated Development Agreement, which impacts were fully addressed and mitigated in the Final EIR. The City Council further finds that the Addendum has been completed in compliance with CEQA and the State CEQA Guidelines, and that the Addendum reflects the independent judgment of the City of Winters. Based on these findings and the information set forth in Resolution No. _____, the Council finds that no subsequent environmental review is not required for the Amended and Restated Development Agreement.

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 Amended and Restated 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"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WINTERS APPROVING AN AMENDED TENTATIVE
SUBDIVISION MAP FOR THE WINTERS HIGHLANDS
SUBDIVISION**

WHEREAS, on April 4, 2006, the City Council of the City of Winters adopted Resolution No. 2006-09 approving, among other things, Tentative Subdivision Map No. 4507 for the Winters Highlands Subdivision (the "Tentative Map"); and

WHEREAS, on September 25, 2014, GBH-Winters Highlands, LLC (the "Developer") filed an application to make certain revisions to the Tentative Map to remove 36 duplex lots from the Tentative Map and replace those lots with 18 single family lots, which would reduce the total number of lots from 413 to 395 (the "Amended Tentative Map"), and make certain revisions to the existing development agreement governing the Winters Highlands Subdivision through an Amended and Restated Development Agreement to entered into by and between the Developer and the City; and

WHEREAS, the City desires to make certain amendments to the Conditions of Approval that were originally required for the Tentative Map in order to ensure consistency with the Amended and Restated Development Agreement; and

WHEREAS, the Amended Tentative Map is in the form attached hereto as **Exhibit A**, and the Conditions of Approval as amended for the Amended Tentative Map are in the form attached hereto as **Exhibit B**; and

WHEREAS, the Amended Tentative Map was reviewed, studied, and found to comply with the California Environmental Quality Act ("CEQA") as more fully described below;

WHEREAS, on January 5, 2015, the Planning Commission of the City of Winters ("Planning Commission") conducted a duly noticed public hearing on the Amended Tentative Map and the Amended and Restated Development Agreement at which time all persons wishing to testify in connection with the Amended Tentative Map and the Amended and Restated Development Agreement were heard and the Amended Tentative Map and the Amended and Restated Development Agreement were comprehensively reviewed; and

WHEREAS, following said public hearing, the Planning Commission recommended on a 6-0-1 vote that the City Council approve the Amended Tentative Map and the Amended and Restated Development Agreement; and

WHEREAS, on January 20, 2015, the City Council conducted a duly noticed public hearing on the Amended Tentative Map and the Amended and Restated Development Agreement At which time all persons wishing to testify in connection with the Amended Tentative Map and the Amended and Restated Development Agreement were heard and the Amended Tentative

Map and the Amended and Restated Development Agreement were comprehensively reviewed; 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. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, the City Council hereby approves Amended Tentative Map as depicted in **Exhibit A**, subject to the amended Conditions of Approval in **Exhibit B**.

SECTION 2. Except as specifically amended herein, the Tentative Map, all Findings of Fact and Conditions of Approval approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2006-09 remain in full force and effect.

SECTION 3. 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 20th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Cecilia Aguiar-Curry, Mayor
City of Winters

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A CEQA ADDENDUM TO THE WINTERS HIGHLANDS FINAL ENVIRONMENTAL IMPACT REPORT (SCH #2004012109) IN SUPPORT OF THE AMENDED AND RESTATED DEVELOPMENT AGREEMENT AND AMENDED TENTATIVE SUBDIVISION MAP FOR THE WINTERS HIGHLANDS SUBDIVISION

WHEREAS, on April 4, 2006, the City Council of the City of Winters certified the Final Environmental Impact Report for the Winters Highlands Project [SCH# 2004012109] (“Final EIR”) pursuant to the California Environmental Quality Act (Pub. Resources Code § 21000 et seq. (“CEQA”) and Cal. Code of Regulations, title 14, § 15000 et seq. (the “State CEQA Guidelines”)); and

WHEREAS, the GBH-Winters Highlands, LLC, a California limited liability company (the “Developer”) has submitted a request to amend the Development Agreement entered into by and between the Developer and the City of Winters, and to make corresponding amendments to the Tentative Subdivision Map for the Winters Highlands Subdivision (the “Amendments”).

WHEREAS, pursuant to State CEQA Guidelines section 15164, subdivision (a), the lead agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in State CEQA Guidelines section 15162 calling for preparation of a subsequent EIR have occurred; and

WHEREAS, an analysis of State CEQA Guidelines section 15162 has been prepared and it has been determined that the Final EIR fully analyzed and mitigated all potentially significant environmental impacts that would result from the Amendments, if any, and therefore, no additional environmental review is required; and

WHEREAS, it has been determined that the Amendments are consistent with the goals, policies, objectives, and regulations of the City’s General Plan, and do not make any modifications to the Winters Highlands Project that would constitute a substantial change to the Winters Highlands Project; and

WHEREAS, the City caused an Addendum to the Final EIR (the “Addendum”) to be prepared for the proposed minor technical changes that were necessary to address the Amendments; and

WHEREAS, the Addendum is attached hereto as Exhibit “A” and is incorporated herein by reference; and

WHEREAS, pursuant to State CEQA Guidelines section 15164, subdivision (c), the Addendum is not required to be circulated for public review, but can be attached to the adopted Final EIR; and

WHEREAS, on January 5, 2015, at a duly noticed public hearing, the City of Winters Planning Commission considered the Addendum and the proposed Amendments and voted to recommend that the City Council approve and adopt the Addendum and the Amendments; and

WHEREAS, the City Council has carefully reviewed the Addendum in connection with the Final EIR and has also considered all other relevant information contained in the record regarding the Amendments and determined that the proposed changes addressed in the Addendum are minor technical changes, which will not result in new significant environmental impacts, would not substantially increase the severity of previously identified environmental effects and would not require new or different mitigation; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE PLANNING COMMISSION OF THE MARCH JOINT POWERS AUTHORITY RESOLVES AS FOLLOWS:

SECTION 1. Compliance with the California Environmental Quality Act. The City Council has reviewed and considered the information contained in the Addendum and supporting documentation in connection with the previously certified Final EIR. The City Council finds that the Addendum contains a complete and accurate reporting of the environmental impacts of the Amendments, which impacts were fully addressed and mitigated in the Final EIR. The City Council further finds that the Addendum has been completed in compliance with CEQA and the State CEQA Guidelines. The City Council further finds that the Addendum reflects the independent judgment of the City of Winters.

SECTION 2. Findings on Environmental Impacts. Based on the substantial evidence set forth in the record, including but not limited to the Addendum, the City Council finds that the Modifications are “minor technical changes” pursuant to State CEQA Guidelines section 15164 such that an addendum to the Final EIR is the appropriate document. None of the conditions triggering the need for subsequent environmental review has occurred. The City Council further finds that the no subsequent environmental review is required pursuant to State CEQA Guidelines section 15162 because the minor technical changes specified in the Addendum:

- a) do not constitute substantial changes that would require major revisions of the Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; and
- b) do not constitute substantial changes with respect to the circumstances under which the Amendments are administered that would require major revisions of the Final EIR due to the involvement of new significant environmental effects or a substantial increase in the severity of the previously identified significant effects; and
- c) does not contain new information of substantial importance that was not known and could not have been known with the exercise of reasonable diligence at the time the Final EIR was adopted showing any of the following: (i) the modification would have one or

more significant effects not discussed in the Final EIR; (ii) significant effects previously examined would be substantially more severe than shown in the Final EIR; (iii) mitigation measures or alternatives previously found not to be feasible would in fact be feasible and would substantially reduce one or more significant effects, but the City Council declined to adopt such measures; or (iv) mitigation measures or alternatives considerably different from those analyzed in the Final EIR would substantially reduce one or more significant effects on the environment, but which the City Council declined to adopt.

SECTION 3. Approval and Adoption of Addendum. The City Council hereby approves and adopts the Addendum to the Final EIR prepared for the Amendments.

SECTION 4. Notice of Determination. The City Council hereby directs staff to prepare, execute, and file a Notice of Determination with the County Clerk of the County of Yolo and with the Office of Planning and Research within five (5) working days of the Commission's approval of the Entitlements.

SECTION 5. Custodian of Records. The documents and materials that constitute the record of proceedings on which these findings are based are located at the offices of the City of Winters. The custodian for these records is Nanci Mills, City Clerk and is located at 318 First Street, Winter, CA 95694.

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 20th day of January, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Cecilia Aguiar-Curry, Mayor
City of Winters

EXHIBIT "A"

ADDENDUM TO THE FOCUSED
ENVIRONMENTAL IMPACT REPORT; WINTERS HIGHLANDS PROJECT
(SCH #2004012109)

(ATTACHED)



MEMORANDUM

To: City of Winters Planning Commissioners, City Manager and Planning Staff

From: Jeff Pemstein, Jeremy Goulart and Taylor Bollinger

Re: Winters Highlands – Errata to the Staff Report

Date: January 5, 2015

Towne Development of Sacramento, Inc. ("TDS") would like to thank City of Winters' staff for their hard work in preparing the Staff Report and attachments for our Winters Highlands' application.

We have reviewed the Report and its attachments, and have noted some discrepancies. The intent of this Memorandum is to serve as an Errata to identify these discrepancies in advance of the Planning Commission hearing, and to address/correct them during that hearing.

The discrepancies are as follows:

COA No. 6 – The Development Agreement, as proposed, eliminates the need to install PV solar in 50 percent of the homes within the Project, in favor of the new California Building Code (Cal GREEN)/Title 24. This COA should be eliminated.

COA Nos. 43 & 45 – We request that the Memorandum of Clarification dated November 19, 2014, prepared by City Staff, and incorporated as a reference to the EIR Addendum, be included in the Planning Commission's recommendation, and in all future Staff Reports.

TOWNE DEVELOPMENT OF SACRAMENTO, INC.
11060 White Rock Rd., Suite 150 Rancho Cordova, CA 95670 916-782-2424
Fax: 916-782-2666
www.homesbytowne.com

COA Nos. 84-88 – These Affordable Housing related Conditions should be removed or changed to reflect the Affordable Housing Plan approved by the Planning Commission, as described in the amended Development Agreement.

COA – No. 189 – Please clarify the purpose of the Habitat Mitigation Fee to be paid to Yolo County. We assume it is for Burrowing Owl habitat mitigation.

TOWNE DEVELOPMENT OF SACRAMENTO, INC.
11060 White Rock Rd., Suite 150 Rancho Cordova, CA 95670 916-782-2424
Fax: 916-782-2666
www.homesbytowne.com



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: July 2014 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through July 31, 2014.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2013 through July 31, 2014. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of July 2014 reflects interest from the Savings Account and the various CDBG and EDBG funded loans.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of July 31, 2014

Fund	Fund Description	July Interest Earnings	Year to Date Interest Earned
321	EDBG 99-688	\$ 542	\$ 542
322	EDBG 96-405 CRADWICK	829	829
355	RLF SMALL BUSINESS	149	149
803	Elderberry Mitigation	12	12
Total Investment Earnings		<u>\$ 1,532</u>	<u>\$ 1,532</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: July 2014 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for July 2014.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review, due to the audits that staff has been involved in, this report has been delayed in being submitted to the City Council.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 1% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2015.
- The first installment of Property Tax in lieu of Sales Tax will be received in January 2015 .
- The first installment t of Property Tax in lieu of VLF will be received in January 2015.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Utility User Tax is received approximately 1-3 months after the utilities are used.
- Building permit fees received are 2% of budget.
- General Fund expenditures are 6% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment will be received in January 2015.

Fund 611 Water: Water fund revenues are 10% of budget and expenditures are 6% of budget.

Fund 621 Sewer: Sewer fund revenues are 8% of budget and expenditures are 4% of budget.

FISCAL IMPACT:

None

City of Winters
General Fund Revenues
July 1, 2014 through July 31, 2014

		% of Year Complete			8%
G/L Code	Account Description	Budget FY 2014-2015	July 2014 Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 716,588			
101-41102	Property Tax in Lieu of Sales Tax	143,238			
101-41103	Property Tax in Lieu of VLF	467,386			
101-41401	Sales & Use Tax	410,262			
101-41402	Prop 172	40,231			
101-41403	Franchise Fee	233,346			
101-41404	Property Transfer Tax	9,000			
101-41405	Utility Tax	697,205			
101-41406	Municipal Services Tax	296,760	24,730	24,730	8%
101-41408	TOT Tax	5,100			0%
101-41407	Business Licenses	26,000	520	520	2%
101-46102	Building Permits	257,339	4,357	4,357	2%
101-46103	Encroachment Permit	5,000	317	317	6%
101-46104	Other Licenses & Permits	125,454	2,424	2,424	2%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41509	Homeowners Property Tax Relief	16,300			0%
101-48106	Post Reimbursement	5,000			0%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75	5	5	7%
101-42103	Plan Check Fees	193,004	1,849	1,849	1%
101-42104	Planning Application Fees	10,000			0%
101-42108	Police Reports	500	145	145	29%
101-42109	Fingerprint Fees	3,500	346	346	10%
101-42111	Towing/DUI Reimbursement	1,500			0%
101-42112	Ticket Sign Off Fees	250	5	5	2%
101-42114	Public Works Inspections		5,000	5,000	
101-42201	Recreation Fees	12,100			0%
101-42205	Basketball Revenues	5,800			0%
101-42211	Pool Ticket Sales	9,100	1,909	1,909	21%
101-42213	Pool Proceeds	600	225	225	38%
101-42212	Pool Concession Stand Revenues	4,500	1,677	1,677	37%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000	3,380	3,380	31%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	180	180	13%
101-42303	Community Center Rental	12,750	1,645	1,645	13%
101-42304	Community Center Insurance Collected	900			0%
101-42308	Ambulance Service Charge	3,000	338	338	11%
101-44101	Rents/Leases Revenues	60,000	8,676	8,676	14%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000			0%
101-46106	Reinspect Fee	250			0%
101-49101	Contributions	98,777	4,210	4,210	4%
101-49102	Reimbursements/Refunds	3,500			0%
101-49104	Miscellaneous Revenues	26,000	109	109	0%
101-49999	Interfund Operating Transfer	16,600			0%
TOTAL		\$ 4,157,525	\$ 62,047	\$ 62,047	1%

City of Winters
 Summary of Revenues
 July 1, 2014 through July 31, 2014

		% of Year Complete				8%
Fund	Fund Description	Budget 14-15	July 2014 Actual	Year to Date Actual YTD	Difference	% of Budget Received
101	General Fund	\$ 4,158,525	\$ 61,952	\$ 61,952	\$ 4,096,573	1%
104	Fireworks Fund	15,000	2,599	2,599	12,401	17%
105	Senior Fund	1			1	
107	Park Maintenance				6	
107	Park Maintenance	6			6	
113	2007 Housing TABS	2,980			2,980	
201	Fire Prevention Grant	2			2	
208	First Time Homebuyer		1,270	1,270	(1,270)	
208	First Time Homebuyer In Lieu	222			222	
211	City Wide Assessment	277,318			277,318	
221	Gas Tax	183,537			183,537	
223	PERS Trust Fund	8,000			8,000	
231	State COPS AB1913	100,000			100,000	
251	Traffic Safety	6,800			6,800	
252	Asset Forfeiture	53			53	
254	Vehicle Theft Deterrent	186			186	
262	Street Grants	646,269			646,269	
267	Grant Ave Improvement					
289	Dry Slough Bridge Grant	1,384,825			1,384,825	
291	Beverage Recycling	5,100	5,000	5,000	100	98%
294	Transportation	347,373			347,373	
299	After School Program	119,054			119,054	
304	2012 SACOG Grant	126,891			126,891	
313	STBG 96-1043 Housing & Public W	36,592			36,592	
321	EDBG 99-688 Buckhorn	19,580	1,450	1,450	18,130	7%
322	EDBG 96-405 Cradwick	5,548	1,550	1,550	3,998	28%
351	RLF Housing Rehab	5,024			5,024	
352	RLF Affordable Housing	13,119			13,119	
355	RLF Small Business	9,058	4,395	4,395	4,663	49%
356	RLF HOME Program	8,795			8,795	
357	Micro Enterprise RLF	8,795			8,795	
411	Street Impact Fee	618,073			618,073	
412	Storm Drain Impact Fee	6,001			6,001	
413	Parks & Recreation Impact Fee	68,192			68,192	
414	Public Safety Impact Fee	51,619			51,619	
415	Fire Impact Fee	92,889			92,889	
416	General Facilities Impact Fee	188,292			188,292	
417	Water Impact Fee	607,534			607,534	
418	Sewer Impact Fee	1,464,866			1,464,866	
419	Flood Fees	234,760			234,760	
421	General Fund Capital	2,085			2,085	
422	Landfill Capital	820			820	
427	Capital Equipment	151,672			151,672	
429	Service Reserve Fund	5,000			5,000	
481	General Plan 1992	55,848			55,848	
482	Flood Control Study	3			3	
492	RAJA Storm Drain	101			101	
494	CARF	3,740	801	801	2,939	21%
495	Monitoring Fee	54,948	1,270	1,270	53,678	2%
496	Storm Drain Non-Flood	1			1	
501	General Debt Service	148			148	
611	Water O & M	1,406,248	140,516	140,516	1,265,732	10%
612	Water Reserve	12,302			12,302	
616	Water Conservation	12,000			12,000	
617	Water Meter Fund	54,450	4,537	4,537	49,913	8%
621	Sewer O & M	1,810,548	147,969	147,969	1,662,579	8%
771	RORF	1,308,420	44,352	44,352	1,264,068	3%
781	RDA Long Term Debt	20,000			20,000	
831	Swim Team	62,300	25,968	25,968	36,332	42%
833	Festival de la Comunidad	6,403			6,403	
846	Quilt Festival	300	524	524	(224)	175%
Total Revenues		\$ 15,788,216	\$ 444,153	\$ 444,153	\$ 15,344,063	3%

City of Winters
 Summary of Expenditures
 July 1, 2014 through July 31, 2014

Fund	Fund Description	Budget FY 14-15	July 2014 Actual	Year to Date Actual YTD	% of Year Complete	
					Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					8%
110	City Council	\$ 15,998	\$ 732	\$ 732	\$ 15,266	5%
120	City Clerk	17,492	1,786	1,786	15,706	10%
130	City Treasurer	401	27	27	374	7%
160	City Manager	38,608	5,094	5,094	33,514	13%
161	Economic Development & Housing	40,933	1,592	1,592	39,341	4%
170	Administrative Services	182,941	17,612	17,612	165,329	10%
180	Finance	3,555	315	315	3,240	9%
210	Police Department	2,153,830	115,000	115,000	2,038,830	5%
310	Fire Department	767,712	43,755	43,755	723,957	6%
410	Community Development	137,307	6,094	6,094	(6,094)	4%
420	Building Inspections	281,923	15,809	15,809	(15,809)	6%
610	Public Works-Administration	381,018	29,593	29,593	351,425	8%
650	Public Works-Parks		16	16	(16)	
710	Recreation	17,900			17,900	0%
720	Community Center	107,013	5,576	5,576	101,437	5%
730	Swimming Pool	87,921	8,217	8,217	79,704	9%
	Total General Fund Expenditure	\$ 4,234,552	\$ 251,218	\$ 251,218	\$ 3,564,104	6%
104	Fireworks Fund	15,000	5,432	5,432	9,568	36%
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	302,173	21,736	21,736	280,437	7%
221	Gas Tax Fund	522,616	15,269	15,269	507,347	3%
231	State COPS 1913	75,568	5,260	5,260	70,308	7%
233	Realignment	8,000			8,000	
251	Traffic Safety	3,500			3,500	
262	Street Grants	646,269			646,269	
289	Dry Slough Bridge	1,341,229	3,780	3,780	1,337,449	
291	Beverage Recycling Grant	5,000			5,000	
294	Transportation	429,472			429,472	
299	After School Program	85,398	1,239	1,239	84,159	1%
304	2012 SACOG GRANT	88,000			88,000	
321	EDBG 99-688 Buckhorn	19,580	1,450	1,450	18,130	7%
322	EDBG 405-Cradwick	5,548	2,268	2,268	3,280	41%
411	Street Impact Fee	100,000	1,031	1,031	98,969	1%
412	Storm Drain Impact Fee		1,031	1,031	-1,031	
413	Park & Recreation Impact Fee		1,031	1,031	-1,031	
414	Public Safety Impact Fee		1,031	1,031	-1,031	
415	Fire Impact Fee	155,429	1,031	1,031	154,398	1%
416	General Facility Impact Fee		1,031	1,031	-1,031	
417	Water Impact Fee		1,031	1,031	-1,031	
418	Sewer Impact Fee		1,031	1,031	-1,031	
422	Landfill Capital	9,500			9,500	
427	Equipment Replacement Fund	255,475			255,475	
495	Monitoring Fee	54,948			54,948	
611	Water O & M	1,482,137	87,164	87,164	1,394,973	6%
615	07 Water Bonds	180,000			180,000	
616	Water Conservation Fund	45,100			45,100	
617	Water Meter Fund	6,000	86	86	5,914	1%
621	Sewer O & M	2,724,212	105,152	105,152	2,619,060	4%
626	2007 Sewer Bond		4	4	-4	
771	RORF	1,253,318	29,510	29,510	1,223,808	2%
773	2007 TABS	34,438			34,438	
781	RDA Long Term Debt	20,664			20,664	
831	Swim Team	61,988	13,437	13,437	48,551	22%
	Total Expenditures	14,165,314	551,253	551,253	13,194,831	4%

City of Winters
Fund Balances Report
Estimated Fund Balances as of July 31, 2014

Fund	Fund Description	Unaudited		Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2014
		Fund Balance June 30, 2014	Current Year Revenues				
101	General Fund	\$ 835,095	\$ 61,952	\$ 251,121	\$ -	\$ 645,926	\$ (189,169)
104	Fireworks Fund	(288)	2,599	5,432	-	(3,121)	(2,833)
105	Senior Fund	385			-	385	
106	Monitoring Fee		1,270		-	1,270	1,270
107	City Park Maintenance	2,207			-	2,207	
110	Housing Successor	(161,368)			-	(161,368)	
113	2007 Housing TABS	1,260,516			-	1,260,516	
201	Fire Prevention Grant	857			-	857	
208	First Time Homebuyer	84,618			-	84,618	
211	City Wide Assessment	70,253		21,736	-	48,517	(21,736)
212	Flood Assessment District	3,836			-	3,836	
221	Gas Tax	98,890		15,269	-	83,621	(15,269)
231	State COPS 1913	(21,690)		5,260	-	(26,950)	(5,260)
233	Realignment Funds	49,184			-	49,184	
251	Traffic Safety	161,927			-	161,927	
252	Asset Forfeiture	10,931			-	10,931	
254	Vehicle Theft Deterrent	50,216			-	50,216	
278	Prop 84 Park	(126,229)			-	(126,229)	
287	After School Program Contr	542			-	542	
289	Dry Slough Bridge	(41,067)		3,780	-	(44,847)	(3,780)
291	Beverage Recycling Grant	22,693	5,000		-	27,693	5,000
294	Transportation	454,472			-	454,472	
299	After School Program	139,264		1,239	-	138,025	(1,239)
304	2012 SACOG Grant	(22,735)			-	(22,735)	
313	STBG-96-1043 Housing and P	(29,070)			-	(29,070)	
319	CDBG Park Grant	(19,140)			-	(19,140)	
321	EDBG 99-688 Buckhorn		1,450		(1,450)		
322	EDBG 96-405 Cradwick	718	1,550		(2,268)		(718)
351	RLF Housing Rehabilitation	317,678			-	317,678	
352	RLF Affordable Housing	20,782			-	20,782	
355	RLF Small Business	117,002	676		3,719	121,397	4,395
356	RLF HOME Program	110,608			-	110,608	
357	Micro Enterprise RLF	7,472			-	7,472	
411	Street Impact Fee	729,004		1,031	-	727,973	(1,031)
412	Storm Drain Impact Fee	189,921		1,031	-	188,890	(1,031)
413	Parks & Recreation Impact	(111,554)		1,031	-	(112,585)	(1,031)
414	Public Safety Impact Fee	242,867		1,031	-	241,836	(1,031)
415	Fire Impact Fee	272,842		1,031	-	271,811	(1,031)
416	General Facilities Impact	347,564		1,031	-	346,533	(1,031)
417	Water Impact Fee	435,390		1,031	-	434,359	(1,031)
418	Sewer Impact Fee	(198,527)		1,031	-	(199,558)	(1,031)
419	Flood Control Fee	229,642			-	229,642	
421	General Fund Capital	552,978			-	552,978	
422	Landfill Capital	198,849			-	198,849	
427	Equipment Replacement Fund	599,274			-	599,274	
429	Service Reserve Fund	1,002,770			-	1,002,770	
481	General Plan 1992	606,414			-	606,414	
482	Flood Control Study	(123,701)			-	(123,701)	
492	RAJA Storm Drain	29,008			-	29,008	
494	CARF	71,947	801		-	72,748	801
496	Storm Drain Non-Flood	234			-	234	
501	General Debt Service	56,277			-	56,277	
611	Water O & M	4,113,749	140,516	87,164	-	4,167,101	53,352
612	Water Reserve	1,631,131			-	1,631,131	
615	2007 Water Bonds	170,816			-	170,816	
616	Water Conservation	20,204			-	20,204	
617	Water Meter Fund	313,660	4,537	86	-	318,111	4,451
619	Water Debt Service Fund	(3,305,525)			-	(3,305,525)	
621	Sewer O & M	4,742,423	147,965	105,152	4	4,785,240	42,817
626	2007 Sewer Bonds	2,118,292			(4)	2,118,288	(4)
629	Sewer Debt Service	(3,845,962)			-	(3,845,962)	
771	RORF	(16,488,185)	44,352	29,510	-	(16,473,343)	14,842
772	RDA Trust	608,993			-	608,993	
773	2007 TABS	34,451			-	34,451	
781	RDA Long Term Debt	668,155			-	668,155	
821	Winters Library	4,060			-	4,060	
831	Winters Library	81,733	25,968	13,437	-	94,264	12,531
833	Festival de La Comunidad	6,443			-	6,443	
846	Quilt Festival	46	524		-	570	524
911	General Fixed Assets	23,570,556			-	23,570,556	
Totals		\$ 22,974,798	\$ 439,160	\$ 547,434	\$ 1	\$ 22,866,525	\$ (108,273)

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of July 31, 2014

Fund	Description	BALANCE	Balance
		June 30, 2014	July 31, 2014
101	General Fund	624,772	552,872
104	Fireworks Fund	(288)	(3,121)
105	Senior Fund	385	385
106	Monitoring Fee		1,270
107	Park Maintenance	2,206	2,206
110	Housing Successor Agency	(161,368)	(161,368)
113	Housing 2007 Tabs	1,268,584	1,268,584
201	Fire Prevention Grant	939	939
208	First Time Homebuyer	84,571	84,571
211	City Wide Assessment	72,304	38,609
212	Flood Assessment District	3,834	3,834
221	Gas Tax	199,697	206,064
231	State COPS 1913	(29,817)	(35,077)
233	Realignment	49,183	49,183
251	Traffic Saftety	162,691	162,691
252	Asset Forfeiture	11,963	11,963
254	Vehicle Theft Deterrent	38,207	50,207
278	Prop 84 Park Grant	(115,680)	(126,229)
287	After School Contributions	759	759
289	Dry Slough Bridge	(25,933)	(34,788)
291	Beverage Recycling Fund	22,681	27,681
294	Transportation(Including Bus S	482,111	460,134
299	After School Program	148,324	144,575
304	2012 SACOG Grant	(8,728)	(22,735)
319	CDBG Park Grant	(261)	(19,140)
322	EDBG 96-405 Cradwick Building	718	
351	RLF Housing Rehab	305,867	305,867
352	RLF First Time Homebuyer	3,353	3,353
355	RLF Small Business	116,939	121,334
356	RLF-HOME Program	110,548	110,548
357	Micro Enterprise RLF	7,471	7,471
411	Street Impact Fee	633,821	632,791
412	Storm Impact Fee	159,833	158,802
413	Parks and Recreation Impact Fe	(111,554)	(112,585)
414	Police Impact Fee	242,733	241,703
415	Fire Impact Fee	272,692	271,661
416	General Facilities Impact Fee	347,372	346,342
417	Water Impact Fee	435,150	434,119
418	Sewer Impact Fee	217,920	216,889
419	Flood Fee	229,516	229,516
421	General Fund Capital	552,673	552,673
422	Landfill Capital	198,739	198,739
427	Capital Equipment Fund	460,572	411,200
429	Service Reserve	732,662	732,662
481	General Plan 1992 Study	(488,488)	(488,488)
482	Flood Control Study	1,298	1,298
492	RAJA Storm Drain	38,576	38,576
494	Captial Asset Recovery Fee	71,910	72,711
496	Storm Drain Non-Flood	234	234
501	General Debt Service	56,246	56,246
611	Water O & M	473,642	502,709
612	Water Reserve	120,140	121,512
615	07 Water Bonds	(12,897)	(12,897)
616	Water Conservation	20,199	20,199
617	Water Meter	307,995	312,866
619	Water Debt Service	52,054	52,054
621	Sewer O & M	1,264,786	1,305,485
626	07 Sewer Bonds	4	6,865
629	Sewer Debt Service	122,962	116,097
651	Central Services	11,041	416
652	Central Service w PD & FD	9,978	113
771	RORF	522,996	742,923
773	2007 TABS	34,444	34,444
821	Winters Library	4,060	4,060
831	Swim Team	90,889	102,216
833	Festival de la Comunidad	6,440	6,440
846	Quilt Festival	46	571
	Total Cash	<u>\$ 10,456,716.00</u>	<u>\$ 10,523,804.00</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: August 2014 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through August 31, 2014.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2013 through August 31, 2014. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of August 2014 reflects interest from the Savings Account and the various CDBG and EDBG funded loans.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of August 31, 2014

Fund	Description	August Investment Investment Earnings	Year to Date Investment Earnings
321	EDBG 99-688		\$ 542
322	EDBG 96-405 CRADWICK	827	1,656
355	RLF SMALL BUSINESS		149
803	Elderberry Mitigation	13	25
Total Investments		\$ 840	\$ 2,372



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: August 2014 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for August 2014.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review, due to the audits that staff has been involved in, this report has been delayed in being submitted to the City Council.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 4% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2015.
- The first installment of Property Tax in lieu of Sales Tax will be received in January 2015 .
- The first installment t of Property Tax in lieu of VLF will be received in January 2015.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 8% of budget.
- Building permit fees received are 3% of budget.
- General Fund expenditures are 18% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment will be received in January 2015.

Fund 611 Water: Water fund revenues are 24% of budget and expenditures are 30% of budget.

Fund 621 Sewer: Sewer fund revenues are 22% of budget and expenditures are 19% of budget.

FISCAL IMPACT:

None

City of Winters
 Summary of Revenues
 July 1, 2014 through August 31, 2014

Fund	Fund Description	Budget FY 14-15	% of year Complete			% of Revenues Received
			August 2014 Actual	Actual YTD	Unreceived Revenues	
101	General Fund	4,158,525	114,517	176,469	3,982,056	4%
104	Fireworks Fund	15,000		2,599	12,401	17%
105	Senior Fund	1			1	
107	Park Maintenance					
107	Park Maintenance	6	46	46	-40	767%
113	2007 Housing TABS	2,980			2,980	
201	Fire Prevention Grant	2			2	
208	First Time Homebuyer		405	1,675	-1,675	
208	First Time Homebuyer In Lieu	222			222	
211	City Wide Assessment	277,318			277,318	
221	Gas Tax	183,537			183,537	
223	PERS Trust Fund	8,000			8,000	
231	State COPS AB1913	100,000	8,510	8,510	91,490	9%
251	Traffic Saffey	6,800			6,800	
252	Asset Forfeiture	53			53	
254	Vehicle Theft Deterrent	186			186	
262	Street Grants	646,269			646,269	
267	Grant Ave Improvement					
289	Dry Slough Bridge Grant	1,384,825			1,384,825	
291	Beverage Recycling	5,100		5,000	100	98%
294	Transportation	347,373			347,373	
299	AfTer School Program	119,054			119,054	
304	2012 SACOG Grant	126,891	7,232	7,232	119,659	6%
313	STBG 96-1043 Housing & Public W	36,592			36,592	
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130	7%
322	EDBG 96-405 Cradwick	5,548	1,550	3,100	2,448	56%
351	RLF Housing Rehab	5,024			5,024	
352	RLF Affordable Housing	13,119			13,119	
355	RLF Small Business	9,058	1,550	5,945	3,113	66%
356	RLF HOME Program	8,795			8,795	
357	Micro Enterprise RLF	8,795			8,795	
411	Street Impact Fee	618,073	25,356	25,356	592,717	4%
412	Storm Drain Impact Fee	6,001	653	653	5,348	11%
413	Parks & Recreation Impact Fee	68,192			68,192	
414	Public Saffey Impact Fee	51,619	4,661	4,661	46,958	9%
415	Fire Impact Fee	92,889	9,508	9,508	83,381	10%
416	General Facilities Impact Fee	188,292	16,780	16,780	171,512	9%
417	Water Impact Fee	607,534	4,661	4,661	602,873	1%
418	Sewer Impact Fee	1,464,866	9,042	9,042	1,455,824	1%
419	Flood Fees	234,760			234,760	
421	General Fund Capital	2,085			2,085	
422	Landfill Capital	820			820	
427	Capital Equipment	151,672	2,296	2,296	149,376	2%
429	Service Reserve Fund	5,000			5,000	
481	General Plan 1992	55,848	5,966	5,966	49,882	11%
482	Flood Control Study	3			3	
492	RAJA Storm Drain	101			101	
494	CARF	3,740	647	1,448	2,292	39%
495	Monitoring Fee	54,948	6,371	7,641	47,307	14%
496	Storm Drain Non-Flood	1			1	
501	General Debt Service	148			148	
611	Water O & M	1,406,248	202,163	342,678	1,063,570	24%
612	Water Reserve	12,302			12,302	
616	Water Conservation	12,000			12,000	
617	Water Meter Fund	54,450	4,110	8,647	45,803	16%
619	Water Debt Service		168,081	168,081	-168,081	
621	Sewer O & M	1,810,548	242,103	390,072	1,420,476	22%
629	Sewer Debt Service		204,633	204,633	-204,633	
771	RORF	1,308,420	189,239	233,592	1,074,828	18%
781	RDA Long Term Debt	20,000			20,000	
831	Swim Team	62,300	78	26,046	36,254	42%
833	Festival de la Comunidad	6,403			6,403	
846	Quilt Festival	300		524	-224	175%
Total Revenues		15,788,216	1,230,158	1,674,311	14,113,905	11%

City of Winters
 Summary of Expenditures
 July 1, 2014 through August 31, 2014

		% of Year Compl				17%
Fund	Fund Description	Budget 14-15	August Actual	Year to Date Actual	Unspent Budget	% of Budget Spent
101	General Fund Expenditures by Department					
110	City Council	\$ 15,998	\$ 273	\$ 1,005	\$ 14,993	6%
120	City Clerk	17,492	976	2,762	14,730	16%
130	City Treasurer	401	27	54	347	13%
160	City Manager	38,608	7,688	12,782	25,826	33%
161	Economic Development & Housing	40,933	1,763	3,356	37,577	8%
170	Administrative Services	182,941	18,641	36,253	146,688	20%
180	Finance	3,555	321	636	2,919	18%
210	Police Department	2,153,830	208,989	323,989	1,829,841	15%
310	Fire Department	767,712	101,538	145,293	622,419	19%
410	Community Development	137,307	9,483	15,577	121,730	
420	Building Inspections	281,923	22,318	38,128	243,795	
610	Public Works-Administration	381,018	23,104	52,698	328,320	14%
650	Public Works-Parks		(16)			
710	Recreation	17,900	512	512	17,388	3%
720	Community Center	107,013	12,460	18,036	88,977	17%
730	Swimming Pool	87,921	12,372	20,588	67,333	23%
	Total General Fund Expenditure	\$ 4,234,552	\$ 420,449	\$ 671,669	\$ 3,562,883	18%
104	Fireworks Fund	15,000	146	5,578	9,422	37%
201	Fire Prevention Grant	200			200	
211	City Wide Assessment	302,173	30,446	52,182	249,991	17%
221	Gas Tax Fund	522,616	14,059	29,328	493,288	6%
231	State COPS 1913	75,568	8,169	13,429	62,139	18%
233	Realignment	8,000			8,000	
251	Traffic Saffey	3,500			3,500	
262	Street Grants	646,269			646,269	
278	Prop 84 Park Grant		2,123	2,123	(2,123)	
289	Dry Slough Bridge	1,341,229	(2,283)	1,497	1,339,732	
291	Beverage Recycling Grant	5,000			5,000	
294	Transportation	429,472	10,713	10,713	418,759	2%
299	After School Program	85,398	8,947	10,186	75,212	12%
304	2012 SACOG GRANT	88,000	5,079	5,079	82,921	6%
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130	7%
322	EDBG 405-Cradwick	5,548	1,550	3,818	1,730	69%
411	Street Impact Fee	100,000		1,031	98,969	1%
412	Storm Drain Impact Fee			1,031	(1,031)	
413	Park & Recreation Impact Fee			1,031	(1,031)	
414	Public Saffey Impact Fee			1,031	(1,031)	
415	Fire Impact Fee	155,429		1,031	154,398	1%
416	General Facility Impact Fee			1,031	(1,031)	
417	Water Impact Fee			1,031	(1,031)	
418	Sewer Impact Fee			1,031	(1,031)	
422	Landfill Capital	9,500	3,000	3,000	6,500	32%
427	Equipment Replacement Fund	255,475	44,024	44,024	211,451	17%
495	Monitoring Fee	54,948	5,966	5,966	48,982	11%
611	Water O & M	1,482,137	351,307	438,470	1,043,667	30%
615	07 Water Bonds	180,000	7,695	7,695	172,305	4%
616	Water Conservation Fund	45,100			45,100	
617	Water Meter Fund	6,000		86	5,914	1%
619	Water Debt Service		78,081	78,081	(78,081)	
621	Sewer O & M	2,724,212	419,877	525,029	2,199,183	19%
626	2007 Sewer Bond		6,865	6,868	(6,868)	
629	Sewer Debt Service		92,769	92,769	(92,769)	
771	RORF	1,253,318	141,351	170,861	1,082,457	14%
773	2007 TABS	34,438			34,438	
781	RDA Long Term Debt	20,664	168,154	168,154	(147,490)	814%
831	Swim Team	61,988	11,617	25,055	36,933	40%
	Total Expenditures	\$ 13,746,084	\$ 1,830,104	\$ 2,381,358	\$ 11,364,726	17%

City of Winters
General Fund Revenue Summary
July 1, 2014 through August 31, 2014

		% Of Year Completed			17%
G/L Code	Account Description	Budget FY 14-15	August Actual	Year to Date	% of Budget Received
101-41101	Property Tax	\$ 716,588			
101-41102	Property Tax in Lieu of Sales Tax	143,238			
101-41103	Property Tax in Lieu of VLF	467,386			
101-41401	Sales & Use Tax	410,262			
101-41402	Prop 172	40,231			
101-41403	Franchise Fee	233,346	6,846	6,846	3%
101-41404	Property Transfer Tax	9,000			0%
101-41405	Utility Tax	697,205	57,006	57,006	8%
101-41406	Municipal Services Tax	296,760	24,790	49,520	17%
101-41408	TOT Tax	5,100			0%
101-41407	Business Licenses	26,000	1,321	1,841	7%
101-46102	Building Permits	257,339	3,655	8,012	3%
101-46103	Encroachment Permit	5,000	90	407	8%
101-46104	Other Licenses & Permits	125,454	10,809	13,233	11%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41509	Homeowners Property Tax Relief	16,300			0%
101-48106	Post Reimbursement	5,000			0%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75		5	7%
101-42103	Plan Check Fees	193,004	1,809	3,658	2%
101-42104	Planning Application Fees	10,000	500	500	5%
101-42107	Project Monitoring Fees		150	150	
101-42108	Police Reports	500	50	195	39%
101-42109	Fingerprint Fees	3,500	582	928	27%
101-42111	Towing/DUI Reimbursement	1,500	40	40	3%
101-42112	Ticket Sign Off Fees	250	5	10	4%
101-42114	Public Works Inspections			5,000	
101-42201	Recreation Fees	12,100			0%
101-42205	Basketball Revenues	5,800			0%
101-42211	Pool Ticket Sales	9,100	888	2,797	31%
101-42213	Pool Proceeds	600		225	38%
101-42212	Pool Concession Stand Revenues	4,500	1,324	3,001	67%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000	165	3,545	32%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	375	555	40%
101-42303	Community Center Rental	12,750	989	2,634	21%
101-42304	Community Center Insurance Collected	900			0%
101-42308	Ambulance Service Charge	3,000	700	1,038	35%
101-44101	Rents/Leases Revenues	60,000	5,429	14,105	24%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000			0%
101-46106	Reinspect Fee	250			0%
101-49101	Contributions	98,777	4,210	8,420	9%
101-49102	Reimbursements/Refunds	3,500	(7,333)	(7,333)	-210%
101-49104	Miscellaneous Revenues	26,000	28	137	1%
101-49106	Cash Over/Short		(1)	(1)	
101-49999	Interfund Operating Transfer	16,600			0%
TOTAL		<u>\$ 4,157,525</u>	<u>\$ 114,427</u>	<u>\$ 176,474</u>	<u>4%</u>

City of Winters
Fund Balances Report
Estimated Fund Balances as of August 31, 2014

Fund	Fund Name	Unaudited		Current Year Expenditures	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2014
		Fund Balance June 30, 2014	Current Year Revenues				
101	General Fund	\$ 835,095	\$ 176,469	\$ 671,571	\$ -	\$ 339,993	\$ (495,102)
104	Fireworks Fund	(288)	2,599	5,578	-	(3,267)	(2,979)
105	Senior Fund	385			-	385	
106	Monitoring Fee		1,675		-	1,675	1,675
107	City Park Maintenance	2,207	46		-	2,253	46
110	Housing Successor	(161,368)			-	(161,368)	
113	2007 Housing TABS	1,260,516			-	1,260,516	
201	Fire Prevention Grant	857			-	857	
208	First Time Homebuyer	84,618			-	84,618	
211	City Wide Assessment	70,253		52,182	-	18,071	(52,182)
212	Flood Assessment District	3,836			-	3,836	
221	Gas Tax	98,890		29,328	-	69,562	(29,328)
231	State COPS 1913	(21,690)	8,510	13,429	-	(26,609)	(4,919)
233	Realignment Funds	49,184			-	49,184	
251	Traffic Safety	161,927			-	161,927	
252	Asset Forfeiture	10,931			-	10,931	
254	Vehicle Theft Deterrent	50,216			-	50,216	
278	Prop 84 Park	(126,229)		2,123	-	(128,352)	(2,123)
287	After School Program Contr	542			-	542	
289	Dry Slough Bridge	(41,067)		1,497	-	(42,564)	(1,497)
291	Beverage Recycling Grant	22,693	5,000		-	27,693	5,000
294	Transportation	454,472		10,713	-	443,759	(10,713)
299	After School Program	139,264		10,186	-	129,078	(10,186)
304	2012 SACOG Grant	(22,735)	7,232	5,079	-	(20,582)	2,153
313	STBG-96-1043 Housing and P	(29,070)			-	(29,070)	
319	CDBG Park Grant	(19,140)		19,282	-	(38,422)	(19,282)
321	EDBG 99-688 Buckhorn		1,450		(1,450)		
322	EDBG 96-405 Cradwick	718	3,100		(3,818)		(718)
351	RLF Housing Rehabilitation	317,678			-	317,678	
352	RLF Affordable Housing	20,782			-	20,782	
355	RLF Small Business	117,002	676		5,269	122,947	5,945
356	RLF HOME Program	110,608			-	110,608	
357	Micro Enterprise RLF	7,472			-	7,472	
411	Street Impact Fee	729,004	25,356	1,031	-	753,329	24,325
412	Storm Drain Impact Fee	189,921	653	1,031	-	189,543	(378)
413	Parks & Recreation Impact	(111,554)		1,031	-	(112,585)	(1,031)
414	Public Safety Impact Fee	242,867	4,661	1,031	-	246,497	3,630
415	Fire Impact Fee	272,842	9,508	1,031	-	281,319	8,477
416	General Facilities Impact	347,564	16,780	1,031	-	363,313	15,749
417	Water Impact Fee	435,390	4,661	1,031	-	439,020	3,630
418	Sewer Impact Fee	(198,527)	9,042	1,031	-	(190,516)	8,011
419	Flood Control Fee	229,642			-	229,642	
421	General Fund Capital	552,978			-	552,978	
422	Landfill Capital	198,849		3,000	-	195,849	(3,000)
427	Equipment Replacement Fund	599,274	2,296	44,024	-	557,546	(41,728)
429	Service Reserve Fund	1,002,770			-	1,002,770	
481	General Plan 1992	606,414			5,966	612,380	5,966
482	Flood Control Study	(123,701)			-	(123,701)	
492	RAJA Storm Drain	29,008			-	29,008	
494	CARF	71,947	1,448		-	73,395	1,448
495	Monitoring Fee		5,966		(5,966)		
496	Storm Drain Non-Flood	234			-	234	
501	General Debt Service	56,277			-	56,277	
611	Water O & M	4,113,749	264,598	270,390	(90,000)	4,017,957	(95,792)
612	Water Reserve	1,631,131			-	1,631,131	
615	2007 Water Bonds	170,816		7,695	-	163,121	(7,695)
616	Water Conservation	20,204			-	20,204	
617	Water Meter Fund	313,660	8,647	86	-	322,221	8,561
619	Water Debt Service Fund	(3,305,525)			90,000	(3,215,525)	90,000
621	Sewer O & M	4,742,423	297,299	327,260	(104,996)	4,607,466	(134,957)
626	2007 Sewer Bonds	2,118,292			(6,868)	2,111,424	(6,868)
629	Sewer Debt Service	(3,845,962)			111,865	(3,734,097)	111,865
771	RORF	(16,488,185)	65,438	170,861	168,154	(16,425,454)	62,731
772	RDA Trust	608,993			-	608,993	
773	2007 TABS	34,451			-	34,451	
781	RDA Long Term Debt	668,155			(168,154)	500,001	(168,154)
821	Winters Library	4,060			-	4,060	
831	Winters Library	81,733	26,046	25,055	-	82,724	991
833	Festival de La Comunidad	6,443			-	6,443	
846	Quilt Festival	46	524		-	570	524
911	General Fixed Assets	23,570,556			-	23,570,556	
Totals		\$ 22,974,798	\$ 22,974,798	\$ 1,677,587	\$ 2	\$ 22,246,893	\$ (727,905)

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of August 31, 2014

Fund	Description	Balance	
		June 30, 2014	August 31, 2014
101	General Fund	\$ 624,772	\$ 298,906
104	Fireworks Fund	(288)	(3,266)
105	Senior Fund	385	385
106	Monitoring Fee		1,675
107	Park Maintenance	2,206	2,253
110	Housing Successor Agency	(161,368)	(161,368)
113	Housing 2007 Tabs	1,268,584	1,260,516
201	Fire Prevention Grant	939	939
208	First Time Homebuyer	84,571	84,618
211	City Wide Assessment	72,304	21,739
212	Flood Assessment District	3,834	3,836
221	Gas Tax	199,697	191,415
231	State COPS 1913	(29,817)	(26,610)
233	Realignment	49,183	49,184
251	Traffic Safety	162,691	161,927
252	Asset Forfeiture	11,963	10,931
254	Vehicle Theft Deterrent	38,207	50,216
278	Prop 84 Park Grant	(115,680)	(126,229)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(41,738)
291	Beverage Recycling Fund	22,681	27,693
294	Transportation(Including Bus Se	482,111	454,203
299	After School Program	148,324	134,963
304	2012 SACOG Grant	(8,728)	(15,502)
319	CDBG Park Grant	(261)	(23,640)
322	EDBG 96-405 Cradwick Building	718	
351	RLF Housing Rehab	305,867	306,035
352	RLF First Time Homebuyer	3,353	3,355
355	RLF Small Business	116,939	122,947
356	RLF-HOME Program	110,548	110,608
357	Micro Enterprise RLF	7,471	7,472
411	Street Impact Fee	633,821	658,330
412	Storm Impact Fee	159,833	159,543
413	Parks and Recreation Impact Fee	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,497
415	Fire Impact Fee	272,692	281,320
416	General Facilities Impact Fee	347,372	363,313
417	Water Impact Fee	435,150	439,020
418	Sewer Impact Fee	217,920	226,041
419	Flood Fee	229,516	229,642
421	General Fund Capital	552,673	552,978
422	Landfill Capital	198,739	198,849
427	Capital Equipment Fund	460,572	400,619
429	Service Reserve	732,662	732,948
481	General Plan 1992 Study	(488,488)	(482,522)
482	Flood Control Study	1,298	1,299
492	RAJA Storm Drain	38,576	38,597
494	Capital Asset Recovery Fee	71,910	73,395
496	Storm Drain Non-Flood	234	234
501	General Debt Service	56,246	56,277
611	Water O & M	473,642	379,524
612	Water Reserve	120,140	129,683
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,204
617	Water Meter	307,995	317,320
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,207,111
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	61,150
651	Central Services	11,041	6,346
652	Central Service w PD & FD	9,978	9,210
771	RORF	522,996	431,274
773	2007 TABS	34,444	34,451
821	Winters Library	4,060	4,060
831	Swim Team	90,889	90,723
833	Festival de la Comunidad	6,440	6,443
846	Quilt Festival	46	571
	Total Cash	\$ 10,456,716	\$ 9,649,496



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: September 2014 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through September 30, 2014.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2013 through September 30, 2014. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of September 2014 reflects interest from the Savings Account and the various CDBG and EDBG funded loans.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
As of September 30, 2014

Fund	Description	September Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND		\$ 1
313	STBG 96-1043	539	539
321	EDBG 99-688		542
322	EDBG 96-405 CRADWICK	825	2,481
355	RLF SMALL BUSINESS	148	297
803	Elderberry Mitigation	13	38
Total Investment Earnings		\$ 1,525	\$ 3,898



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shuey*
SUBJECT: September 2014 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for September 2014.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review, due to the audits that staff has been involved in, this report has been delayed in being submitted to the City Council.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 8% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2015.
- The first installment of Property Tax in lieu of Sales Tax will be received in January 2015.
- The first installment of Property Tax in lieu of VLF will be received in January 2015.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization and is 12% of budget.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 18% of budget.
- Building permit fees received are 7% of budget.
- General Fund expenditures are 22% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment will be received in January 2015.

Fund 611 Water: Water fund revenues are 33% of budget and expenditures are 34% of budget.

Fund 621 Sewer: Sewer fund revenues are 30% of budget and expenditures are 26% of budget.

FISCAL IMPACT:

None

City of Winters
Summary of Expenditures
July 1, 2014-September 30, 2014

		% of Year Compl					25
Fund	Fund Description	Budget FY 14-15	July 2014 Actual	Year To Date Actual	Unspent Balance	% of Budget Spent	
101	General Fund Expenditures by Department						
110	City Council	\$ 15,998	\$ 288	\$ 1,293	\$ 14,705	8%	
120	City Clerk	17,492	504	3,266	14,226	19%	
130	City Treasurer	401	27	81	320	20%	
160	City Manager	38,608	5,027	17,809	20,799	46%	
161	Economic Development & Housing	40,933	1,339	4,695	36,238	11%	
170	Administrative Services	182,941	13,626	49,878	133,063	27%	
180	Finance	3,555	261	897	2,658	25%	
210	Police Department	2,153,830	129,796	453,785	1,700,045	21%	
310	Fire Department	767,712	57,718	203,011	564,701	26%	
410	Community Development	137,307	3,831	19,408	117,899	14%	
420	Building Inspections	265,340	19,969	58,097	207,243	22%	
610	Public Works-Administration	381,018	16,467	69,165	311,853	18%	
710	Recreation	17,900	2,403	2,914	14,986	16%	
720	Community Center	107,013	5,068	23,104	83,909	22%	
730	Swimming Pool	87,921	5,817	26,406	61,515	30%	
	Total General Fund Expenditure	\$ 4,217,969	\$ 262,141	\$ 933,809	\$ 3,284,160	22%	
104	Fireworks Fund	15,000		5,578	9,422	37%	
201	Fire Prevention Grant	200			200		
211	City Wide Assessment	302,173	29,517	81,699	220,474	27%	
221	Gas Tax Fund	522,616	9,752	39,079	483,537	7%	
231	State COPS 1913	75,568	7,975	21,404	54,164	28%	
233	Realignment	8,000			8,000		
251	Traffic Safety	3,500			3,500		
262	Street Grants	646,269			646,269		
278	Prop 84 Park Grant			2,123	(2,123)		
289	Dry Slough Bridge	1,341,229	(400)	1,097	1,340,132		
291	Beverage Recycling Grant	5,000			5,000		
294	Transportation	429,472	44,601	55,314	374,158	13%	
299	After School Program	85,398	11,559	21,745	63,653	25%	
304	2012 SACOG GRANT	88,000	10,509	15,588	72,412	18%	
313	STBG 96-1043 Housing & Public W		539	539	(539)		
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130	7%	
322	EDBG 405-Cradwick	5,548	726	4,544	1,004	82%	
411	Street Impact Fee	100,000		1,031	98,969	1%	
412	Storm Drain Impact Fee			1,031	(1,031)		
413	Park & Recreation Impact Fee			1,031	(1,031)		
414	Public Safety Impact Fee			1,031	(1,031)		
415	Fire Impact Fee	155,429		1,031	154,398	1%	
416	General Facility Impact Fee			1,031	(1,031)		
417	Water Impact Fee			1,031	(1,031)		
418	Sewer Impact Fee			1,031	(1,031)		
422	Landfill Capital	9,500	435	3,435	6,065	36%	
427	Equipment Replacement Fund	255,475	71,592	115,616	139,859	45%	
495	Monitoring Fee	54,948		5,966	48,982	11%	
611	Water O & M	1,482,137	58,980	497,451	984,686	34%	
615	07 Water Bonds	180,000		7,695	172,305	4%	
616	Water Conservation Fund	45,100			45,100		
617	Water Meter Fund	6,000		86	5,914	1%	
619	Water Debt Service			78,081	(78,081)		
621	Sewer O & M	2,724,212	196,330	721,359	2,002,853	26%	
626	2007 Sewer Bond			6,868	(6,868)		
629	Sewer Debt Service			92,769	(92,769)		
771	RORF	1,253,318	27,867	198,727	1,054,591	16%	
773	2007 TABS	34,438			34,438		
781	RDA Long Term Debt	20,664		168,154	(147,490)	814%	
831	Swim Team	61,988	2,991	28,046	33,942	45%	
846	Quilt Festival		27	27	(27)		
	Total Expenditures	<u>\$ 14,148,731</u>	<u>\$ 735,141</u>	<u>\$ 3,116,497</u>	<u>\$ 11,032,234</u>	<u>22%</u>	

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of September 30, 2014

Fund	Description	Balance	
		June 30, 2014	September 30, 2014
101	General Fund	\$ 624,772	\$ 261,994
104	Fireworks Fund	(288)	(3,256)
105	Senior Fund	385	385
106	Monitoring Fee		1,675
107	Park Maintenance	2,206	2,253
110	Housing Successor Agency	(161,368)	(161,368)
113	Housing 2007 Tabs	1,268,584	1,260,516
201	Fire Prevention Grant	939	939
208	First Time Homebuyer	84,571	84,618
211	City Wide Assessment	72,304	3,001
212	Flood Assessment District	3,834	3,836
221	Gas Tax	199,697	214,172
231	State COPS 1913	(29,817)	(33,812)
233	Realignment	49,183	49,184
251	Traffic Safety	162,691	161,927
252	Asset Forfeiture	11,963	10,931
254	Vehicle Theft Deterrent	38,207	50,216
278	Prop 84 Park Grant	(115,680)	(128,352)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(42,164)
291	Beverage Recycling Fund	22,681	27,693
294	Transportation(Including Bus	482,111	443,791
299	After School Program	148,324	202,944
304	2012 SACOG Grant	(8,728)	(20,582)
319	CDBG Park Grant	(261)	(24,122)
322	EDBG 96-405 Cradwick Buildin	718	
351	RLF Housing Rehab	305,867	306,035
352	RLF First Time Homebuyer	3,353	3,355
355	RLF Small Business	116,939	126,623
356	RLF-HOME Program	110,548	110,608
357	Micro Enterprise RLF	7,471	7,472
411	Street Impact Fee	633,821	658,330
412	Storm Impact Fee	159,833	159,543
413	Parks and Recreation Impact	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,497
415	Fire Impact Fee	272,692	281,320
416	General Facilities Impact Fe	347,372	363,313
417	Water Impact Fee	435,150	439,020
418	Sewer Impact Fee	217,920	226,041
419	Flood Fee	229,516	229,642
421	General Fund Capital	552,673	552,978
422	Landfill Capital	198,739	198,849
427	Capital Equipment Fund	460,572	369,832
429	Service Reserve	732,662	732,948
481	General Plan 1992 Study	(488,488)	(482,522)
482	Flood Control Study	1,298	1,299
492	RAJA Storm Drain	38,576	38,597
494	Capital Asset Recovery Fee	71,910	74,665
496	Storm Drain Non-Flood	234	234
501	General Debt Service	56,246	56,277
611	Water O & M	473,642	456,834
612	Water Reserve	120,140	130,994
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,204
617	Water Meter	307,995	321,931
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,216,551
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	61,150
651	Central Services	11,041	7,370
652	Central Service w PD & FD	9,978	17,419
771	RORF	522,996	403,407
773	2007 TABS	34,444	34,531
821	Winters Library	4,060	4,060
831	Swim Team	90,889	87,732
833	Festival de la Comunidad	6,440	6,443
846	Quilt Festival	46	544
Total Cash		\$ 10,456,716	\$ 9,704,128

City of Winters
Fund Balances Report
Estimated Fund Balances as of September 30, 2014

Fund I	Fund Description	UnAudited	Current Year	Current Year	Transfers	Estimated	Change From
		Fund Balance June 30, 2014	Revenues	Expenditures	In/(Out)	Ending Fund September 30, 2014	June 30, 2014
101	General Fund	\$ 835,095	\$ 351,379	\$ 933,712	\$ -	\$ 252,762	\$ (582,333)
104	Fireworks Fund	(288)	2,609	5,578	-	(3,257)	(2,969)
105	Senior Fund	385			-	385	
106	Monitoring Fee		1,675		-	1,675	1,675
107	City Park Maintenance	2,207	46		-	2,253	46
110	Housing Successor	(161,368)			-	(161,368)	
113	2007 Housing TABS	1,260,516			-	1,260,516	
201	Fire Prevention Grant	857			-	857	
208	First Time Homebuyer	84,618			-	84,618	
211	City Wide Assessment	70,253		81,699	-	(11,446)	(81,699)
212	Flood Assessment District	3,836			-	3,836	
221	Gas Tax	98,890	31,073	39,079	-	90,884	(8,006)
231	State COPS 1913	(21,690)	8,510	21,404	-	(34,584)	(12,894)
233	Realignment Funds	49,184			-	49,184	
251	Traffic Safety	161,927			-	161,927	
252	Asset Forfeiture	10,931			-	10,931	
254	Vehicle Theft Deterrent	50,216			-	50,216	
278	Prop 84 Park	(126,229)		2,123	-	(128,352)	(2,123)
287	After School Program Contr	542			-	542	
289	Dry Slough Bridge	(41,067)		1,097	-	(42,164)	(1,097)
291	Beverage Recycling Grant	22,693	5,000		-	27,693	5,000
294	Transportation	454,472	32	55,314	-	399,190	(55,282)
299	After School Program	139,264	77,385	21,745	-	194,904	55,640
304	2012 SACOG Grant	(22,735)	7,232	15,588	-	(31,091)	(8,356)
313	STBG-96-1043 Housing and P	(29,070)	539		(539)	(29,070)	
319	CDBG Park Grant	(19,140)		35,083	-	(54,223)	(35,083)
321	EDBG 99-688 Buckhorn		1,450		(1,450)		
322	EDBG 96-405 Cradwick	718	4,650		(4,544)	824	106
351	RLF Housing Rehabilitation	317,678			-	317,678	
352	RLF Affordable Housing	20,782			-	20,782	
355	RLF Small Business	117,002	824		7,357	125,183	8,181
356	RLF HOME Program	110,608			-	110,608	
357	Micro Enterprise RLF	7,472			-	7,472	
411	Street Impact Fee	729,004	25,356	1,031	-	753,329	24,325
412	Storm Drain Impact Fee	189,921	653	1,031	-	189,543	(378)
413	Parks & Recreation Impact	(111,554)		1,031	-	(112,585)	(1,031)
414	Public Safety Impact Fee	242,867	4,661	1,031	-	246,497	3,630
415	Fire Impact Fee	272,842	9,508	1,031	-	281,319	8,477
416	General Facilities Impact	347,564	16,780	1,031	-	363,313	15,749
417	Water Impact Fee	435,390	4,661	1,031	-	439,020	3,630
418	Sewer Impact Fee	(198,527)	9,042	1,031	-	(190,516)	8,011
419	Flood Control Fee	229,642			-	229,642	
421	General Fund Capital	552,978			-	552,978	
422	Landfill Capital	198,849		3,435	-	195,414	(3,435)
427	Equipment Replacement Fund	599,274	2,296	115,616	-	485,954	(113,320)
429	Service Reserve Fund	1,002,770			-	1,002,770	
481	General Plan 1992	606,414			5,966	612,380	5,966
482	Flood Control Study	(123,701)			-	(123,701)	
492	RAJA Storm Drain	29,008			-	29,008	
494	CARF	71,947	2,718		-	74,665	2,718
495	Monitoring Fee		5,966		(5,966)		
496	Storm Drain Non-Flood	234			-	234	
501	General Debt Service	56,277			-	56,277	
611	Water O & M	4,113,749	390,853	329,370	(90,000)	4,085,232	(28,517)
612	Water Reserve	1,631,131	134		-	1,631,265	134
615	2007 Water Bonds	170,816		7,695	-	163,121	(7,695)
616	Water Conservation	20,204			-	20,204	
617	Water Meter Fund	313,660	12,970	86	-	326,544	12,884
619	Water Debt Service Fund	(3,305,525)			90,000	(3,215,525)	90,000
621	Sewer O & M	4,742,423	446,736	523,590	(104,996)	4,560,573	(181,850)
626	2007 Sewer Bonds	2,118,292			(6,868)	2,111,424	(6,868)
629	Sewer Debt Service	(3,845,962)			111,865	(3,734,097)	111,865
771	RORF	(16,488,185)	65,438	198,727	168,154	(16,453,320)	34,865
772	RDA Trust	608,993			-	608,993	
773	2007 TABS	34,451			-	34,451	
781	RDA Long Term Debt	668,155			(168,154)	500,001	(168,154)
821	Winters Library	4,060			-	4,060	
831	Winters Library	81,733	26,046	28,046	-	79,733	(2,000)
833	Festival de La Comunidad	6,443			-	6,443	
846	Quilt Festival	46	524	27	-	543	497
911	General Fixed Assets	23,570,556			-	23,570,556	
Totals		\$ 22,974,798	\$ 1,516,746	\$ 2,427,262	\$ 825	\$ 22,065,107	\$ (909,691)

City of Winters
 General Fund Revenue Summary
 July 1, 2014 Through September 30, 2014

% of Year Completed 25%

G/L Code	Account Description	Budget FY 2014-2015	September Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	716,588			0%
101-41102	Property Tax in Lieu of Sales Tax	143,238			0%
101-41103	Property Tax in Lieu of VLF	467,386			0%
101-41401	Sales & Use Tax	410,262	48,481	48,481	12%
101-41402	Prop 172	40,231			0%
101-41403	Franchise Fee	233,346		6,846	3%
101-41404	Property Transfer Tax	9,000			0%
101-41405	Utility Tax	697,205	66,872	123,877	18%
101-41406	Municipal Services Tax	296,760	24,740	74,260	25%
101-41408	TOT Tax	5,100			0%
101-41407	Business Licenses	26,000	780	2,621	10%
101-46102	Building Permits	257,339	9,456	17,468	7%
101-46103	Encroachment Permit	5,000	1,165	1,572	31%
101-46104	Other Licenses & Permits	125,454	2,011	15,244	12%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41509	Homeowners Property Tax Relief	16,300			0%
101-48106	Post Reimbursement	5,000			0%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75		6	8%
101-42103	Plan Check Fees	193,004	1,305	4,963	3%
101-42104	Planning Application Fees	10,000		500	5%
101-42107	Project Monitoring Fees		59	209	
101-42108	Police Reports	500	25	220	44%
101-42109	Fingerprint Fees	3,500	527	1,455	42%
101-42111	Towing/DUI Reimbursement	1,500	15	55	4%
101-42112	Ticket Sign Off Fees	250	385	395	158%
101-42114	Public Works Inspections			5,000	
101-42201	Recreation Fees	12,100	700	700	6%
101-42205	Basketball Revenues	5,800			0%
101-42211	Pool Ticket Sales	9,100		2,797	31%
101-42213	Pool Proceeds	600		225	38%
101-42212	Pool Concession Stand Revenues	4,500	664	3,665	81%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000		3,545	32%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	75	630	45%
101-42303	Community Center Rental	12,750	550	3,184	25%
101-42304	Community Center Insurance Collected	900			0%
101-42308	Ambulance Service Charge	3,000	129	1,167	39%
101-44101	Rents/Leases Revenues	60,000	2,543	16,647	28%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000		1	0%
101-46106	Reinspect Fee	250	179	179	72%
101-49101	Contributions	98,777	6,315	14,735	15%
101-49102	Reimbursements/Refunds	3,500	8,000	667	19%
101-49104	Miscellaneous Revenues	26,000	30	167	1%
101-49106	Cash Over/Short			-1	
101-49999	Interfund Operating Transfer	16,600			0%
Total Revenues		\$ 4,157,525	\$ 175,006	\$ 351,480	8%

City of Winters
 Summary of Revenues
 July 1, 2014 through September 30, 2014

Fund	Fund Description	% of Year Completed				25%
		Budget FY 14-15	September 21 Actual	Year To Date Actual	Unreceived Budget	
101	General Fund	\$ 4,158,525	\$ 174,910	\$ 351,379	\$ 3,807,146	8%
104	Fireworks Fund	15,000	10	2,609	12,391	17%
105	Senior Fund	1			1	
107	Park Maintenance					
107	Park Maintenance	6		46	(40)	767%
113	2007 Housing TABS	2,980			2,980	
201	Fire Prevention Grant	2			2	
208	First Time Homebuyer			1,675	(1,675)	
208	First Time Homebuyer In Lieu	222			222	
211	City Wide Assessment	277,318			277,318	
221	Gas Tax	183,537	31,073	31,073	152,464	17%
223	PERS Trust Fund	8,000			8,000	
231	State COPS AB1913	100,000		8,510	91,490	9%
251	Traffic Saftey	6,800			6,800	
252	Asset Forfieture	53			53	
254	Vehicle Theft Deterrent	186			186	
262	Street Grants	646,269			646,269	
267	Grant Ave Improvement					
289	Dry Slough Bridge Grant	1,384,825			1,384,825	
291	Beverage Recycling	5,100		5,000	100	98%
294	Transportation	347,373	32	32	347,341	
299	AFTer School Program	119,054	77,385	77,385	41,669	65%
304	2012 SACOG Grant	126,891		7,232	119,659	6%
313	STBG 96-1043 Housing & Public W	36,592	539	539	36,053	1%
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130	7%
322	EDBG 96-405 Cradwick	5,548	1,550	4,650	898	84%
351	RLF Housing Rehab	5,024			5,024	
352	RLF Affordable Housing	13,119			13,119	
355	RLF Small Business	9,058	2,237	8,181	877	90%
356	RLF HOME Program	8,795			8,795	
357	Micro Enterprise RLF	8,795			8,795	
411	Street Impact Fee	618,073		25,356	592,717	4%
412	Storm Drain Impact Fee	6,001		653	5,348	11%
413	Parks & Recreation Impact Fee	68,192			68,192	
414	Public Saftey Impact Fee	51,619		4,661	46,958	9%
415	Fire Impact Fee	92,889		9,508	83,381	10%
416	General Facilities Impact Fee	188,292		16,780	171,512	9%
417	Water Impact Fee	607,534		4,661	602,873	1%
418	Sewer Impact Fee	1,464,866		9,042	1,455,824	1%
419	Flood Fees	234,760			234,760	
421	General Fund Capital	2,085			2,085	
422	Landfill Capital	820			820	
427	Capital Equipment	151,672		2,296	149,376	2%
429	Service Reserve Fund	5,000			5,000	
481	General Plan 1992	55,848		5,966	49,882	11%
482	Flood Control Study	3			3	
492	RAJA Storm Drain	101			101	
494	CARF	3,740	1,270	2,718	1,022	73%
495	Monitoring Fee	54,948		7,641	47,307	14%
496	Storm Drain Non-Flood	1			1	
501	General Debt Service	148			148	
611	Water O & M	1,406,248	126,255	468,933	937,315	33%
612	Water Reserve	12,302	134	134	12,168	1%
616	Water Conservation	12,000			12,000	
617	Water Meter Fund	54,450	4,322	12,970	41,480	24%
619	Water Debt Service			168,081	(168,081)	
621	Sewer O & M	1,810,548	149,437	539,509	1,271,039	30%
629	Sewer Debt Service			204,633	(204,633)	
771	RORF	1,308,420		233,592	1,074,828	18%
781	RDA Long Term Debt	20,000			20,000	
831	Swim Team	62,300		26,046	36,254	42%
833	Festival de la Comunidad	6,403			6,403	
846	Quilt Festival	300		524	(224)	175%
Total Revenues		\$ 15,788,216	\$ 569,154	\$ 2,243,465	\$ 13,544,751	14%



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: October 2014 Investment Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters investment for the period July 1, 2013 through October 31, 2014.

BACKGROUND:

The City of Winters financial policy requires, at a minimum, quarterly investment earnings reports. The attached report shows the earnings for July 1 2013 through October 31, 2014. The City of Winters is invested in the Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract (GIC) for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters, as well as from the Money Market Account set up for the North Bank Putah Creek Improvement Elderberry Beetle Mitigation.

The investment report for the month of October 2014 reflects interest from all of the above sources.

FISCAL IMPACT:

None

City of Winters
Investment Earnings Report
July 1, 2014 through October 31, 2014

Fund	Fund Description	October Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND	\$ 115	\$ 116
105	SENIOR FUND	2	2
113	2007 HOUSING TABS	728	728
201	FIRE PREVENTION FUND	1	1
208	FIRST TIME HOMEBUYER	52	52
212	FLOOD ASSESSMENT DISTRICT	2	2
221	GAS TAX FUND	87	87
223	PERS TRUST FUND	1	1
251	TRAFFIC SAFETY	97	97
252	ASSET FORFEITURE	6	6
254	VEHICLE THEFT DETERRENT	10	10
291	BEVERAGE RECYCLE GRANT	13	13
294	TRANSPORTATION/BUS	33	33
299	AFTER SCHOOL PROGRAM	74	74
313	STBG 96-1043	(539)	
321	EDBG 99-688		542
322	EDBG 96-405 CRA DWICK	1,361	3,841
351	RLF HOUSING REHAB	186	186
352	RLF AFFORDABLE HOUSING	2	2
355	RLF SMALL BUSINESS	218	515
356	RLF HOME PROGRAM	67	67
357	MICROENTERPRISE FUND	1	1
411	STREET IMPACT FEE	202	202
412	STORM IMPACT FEE	97	97
414	POLICE IMPACT FEE	147	147
415	FIRE IMPACT FEE	165	165
416	GENERAL FACILITY IMPACT FEE	211	211
417	WATER IMPACT FEE	264	264
418	SEWER IMPACT FEE	122	122
419	FLOOD OVERLAY	140	140
421	GENERAL FUND CAPITAL	337	337
422	LANDFILL CAPITAL	121	121
427	EQUIPMENT REPLACEMENT FUND	83	83
429	SERVICE RESERVE	316	316
482	FLOOD CONTROL STUDY	1	1
492	RAJA STORM DRAIN	23	23
494	CARF	41	41
501	GENERAL DEBT SERVICE	34	34
612	WATER RESERVE	4	4
616	WATER CONSERVATION	6	6
617	WATER METER FUND	114	114
621	SEWER O & M	437	437
629	SEWER DEBT SERVICE FUND	37	37
771	RORF	4	4
773	2007 TABS	7	7
803	ELDERBERRY MITIGATION	12	50
831	SWIM TEAM	53	53
833	FESTIVAL DE LA COMUNIDAD	4	4
Total Investment Earnings		<u>\$ 5,499</u>	<u>\$ 9,396</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: January 20, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: October 2014 Treasurer Report

RECOMMENDATION:

Staff recommends that the City Council receive and file the City of Winters Treasurer Report for October 2014.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursement and fund balances be submitted to the City Council for review, due to the audits that staff has been involved in, this report has been delayed in being submitted to the City Council.

Items of note in the attached report are as follows:

General Fund

General Fund revenues are 13% of budgeted; the following items affect the cash flows into the General Fund.

- The first installment of Property Tax will be received in January 2015.
- The first installment of Property Tax in lieu of Sales Tax will be received in January 2015.
- The first installment of Property Tax in lieu of VLF will be received in January 2015.
- Sale and use taxes are remitted to the City two (2) months after they are received by the State Board of Equalization and is 19% of budget.
- Utility User Tax is received approximately 1-3 months after the utilities are used and is 27% of budget.
- Building permit fees received are 10% of budget.
- General Fund expenditures are 28% of budget.

Other funds:

Fund 211 City Wide Assessment District: The first installment will be received in January 2015.

Fund 611 Water: Water fund revenues are 41% of budget and expenditures are 39% of budget.

Fund 621 Sewer: Sewer fund revenues are 38% of budget and expenditures are 29% of budget.

FISCAL IMPACT:

None

City of Winters
 General Fund Revenue Summary
 July 1, 2014 through October 31, 2014

		% Of Year Complete			33%
G/L Code	Account Description	Budget FY 2014-2015	October Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 716,588			0%
101-41102	Property Tax in Lieu of Sales Tax	143,238			0%
101-41103	Property Tax in Lieu of VLF	467,386			0%
101-41401	Sales & Use Tax	410,262	28,700	77,181	19%
101-41402	Prop 172	40,231			0%
101-41403	Franchise Fee	233,346	188	7,034	3%
101-41404	Property Transfer Tax	9,000			0%
101-41405	Utility Tax	697,205	64,741	188,618	27%
101-41406	Municiple Services Tax	296,760	24,730	98,990	33%
101-41408	TOT Tax	5,100	881	881	17%
101-41407	Business Licenses	26,000	680	3,301	13%
101-46102	Building Permits	257,339	8,448	25,916	10%
101-46103	Encroachment Permit	5,000	306	1,878	38%
101-46104	Other Licenses & Permits	125,454	9,211	24,455	19%
101-41507	Motor Vehicle in Lieu	6,500			0%
101-41509	Homeowners Property Tax Relief	16,300			0%
101-48106	Post Reimbursement	5,000			0%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	75		6	8%
101-42103	Plan Check Fees	193,004	1,788	6,751	3%
101-42104	Planning Application Fees	10,000	5,700	6,200	62%
101-42107	Project Monitoring Fees		228	437	
101-42108	Police Reports	500	281	501	100%
101-42109	Fingerprint Fees	3,500	528	1,983	57%
101-42111	Towing/DUI Reimbursement	1,500		55	4%
101-42112	Ticket Sign Off Fees	250	15	410	164%
101-42114	Public Works Inspections			5,000	
101-42201	Recreation Fees	12,100		700	6%
101-42205	Basketball Revenues	5,800			0%
101-42211	Pool Ticket Sales	9,100		2,797	31%
101-42213	Pool Proceeds	600		225	38%
101-42212	Pool Concession Stand Revenues	4,500	465	4,130	92%
101-42215	Swim Passes	6,000			0%
101-42216	Swim Lessons	11,000	360	3,905	36%
101-42217	Water Aerobics Fees	150			0%
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	1,400	(30)	600	43%
101-42303	Community Center Rental	12,750	758	3,942	31%
101-42304	Community Center Insurance Collected	900			0%
101-42308	Ambulance Service Charge	3,000	520	1,687	56%
101-44101	Rents/Leases Revenues	60,000	9,796	26,444	44%
101-43151	Fire District Payments	204,560			0%
101-44102	Interest Earnings	3,000	115	116	4%
101-46106	Reinspect Fee	250	238	417	167%
101-49101	Contributions	98,777	9,210	23,946	24%
101-49102	Reimbursements/Refunds	3,500	435	1,102	31%
101-49104	Miscellaneous Revenues	26,000	(2,799)	(2,632)	-10%
101-49106	Cash Over/Short		15	14	
101-49109	Developer Planning Reimbursement		21,090	21,090	
101-49999	Interfund Operating Transfer	16,600			0%
Total General Fund Revenues		<u>\$ 4,157,525</u>	<u>\$ 186,598</u>	<u>\$ 538,080</u>	<u>13%</u>

City of Winters
 Summary of Revenues
 July 1, 2014 through October 31, 2014

Fund	Fund Description	Budget FY 14-15	October Actual	Year to Date Actual	Unreceived Budget	% of Year Complete	% of Budget Received
						33%	
101	General Fund	\$ 4,158,525	\$ 186,693	\$ 538,072	\$ 3,620,453		13%
104	Fireworks Fund	15,000		2,609	12,391		17%
105	Senior Fund	1	2	2	(1)		200%
107	Park Maintenance						
107	Park Maintenance	6		46	(40)		767%
113	2007 Housing TABS	2,980	728	728	2,252		24%
201	Fire Prevention Grant	2	1	1	1		50%
208	First Time Homebuyer		285	1,960	(1,960)		
208	First Time Homebuyer In Lieu	222	52	52	170		23%
211	City Wide Assessment	277,318	3,268	3,268	274,050		1%
212	Flood Assessment District		2	2	(2)		
221	Gas Tax	183,537	18,229	49,302	134,235		27%
223	PERS Trust Fund	8,000	1	1	7,999		
231	State COPS AB1913	100,000	15,999	24,508	75,492		25%
233	Realignment		17,245	17,245	(17,245)		
251	Traffic Safety	6,800	97	97	6,703		1%
252	Asset Forfeiture	53	6	6	47		11%
254	Vehicle Theft Deterrent	186	10	10	176		5%
262	Street Grants	646,269			646,269		
267	Grant Ave Improvement						
289	Dry Slough Bridge Grant	1,384,825			1,384,825		
291	Beverage Recycling	5,100	13	5,013	87		98%
294	Transportation	347,373	8,542	8,574	338,799		2%
299	After School Program	119,054	943	78,328	40,726		66%
304	2012 SACOG Grant	126,891		7,232	119,659		6%
313	STBG 96-1043 Housing & Public W	36,592	(539)		36,592		
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130		7%
322	EDBG 96-405 Cradwick	5,548	2,089	6,739	(1,191)		121%
351	RLF Housing Rehab	5,024	186	186	4,838		4%
352	RLF Affordable Housing	13,119	2	2	13,117		
355	RLF Small Business	9,058	747	8,928	130		99%
356	RLF HOME Program	8,795	67	67	8,728		1%
357	Micro Enterprise RLF	8,795	1	1	8,794		
411	Street Impact Fee	618,073	202	25,558	592,515		4%
412	Storm Drain Impact Fee	6,001	97	749	5,252		12%
413	Parks & Recreation Impact Fee	68,192			68,192		
414	Public Safety Impact Fee	51,619	147	4,808	46,811		9%
415	Fire Impact Fee	92,889	165	9,674	83,215		10%
416	General Facilities Impact Fee	188,292	211	16,990	171,302		9%
417	Water Impact Fee	607,534	264	4,925	602,609		1%
418	Sewer Impact Fee	1,464,866	122	9,164	1,455,702		1%
419	Flood Fees	234,760	140	140	234,620		
421	General Fund Capital	2,085	337	337	1,748		16%
422	Landfill Capital	820	121	121	699		15%
427	Capital Equipment	151,672	7,506	9,802	141,870		6%
429	Service Reserve Fund	5,000	316	316	4,684		6%
481	General Plan 1992	55,848		5,966	49,882		11%
482	Flood Control Study	3	1	1	2		33%
492	RAJA Storm Drain	101	23	23	78		23%
494	CARF	3,740	1,326	4,043	(303)		108%
495	Monitoring Fee	54,948	285	7,926	47,022		14%
496	Storm Drain Non-Flood	1			1		
501	General Debt Service	148	34	34	114		23%
611	Water O & M	1,406,248	104,217	573,150	833,098		41%
612	Water Reserve	12,302	632	766	11,536		6%
616	Water Conservation	12,000	6	6	11,994		
617	Water Meter Fund	54,450	4,107	17,077	37,373		31%
619	Water Debt Service			168,081	(168,081)		
621	Sewer O & M	1,810,548	150,499	690,008	1,120,540		38%
629	Sewer Debt Service		37	204,671	(204,671)		
771	RORF	1,308,420	4	233,596	1,074,824		18%
773	2007 TABS		7	7	(7)		
781	RDA Long Term Debt	20,000			20,000		
831	Swim Team	62,300	53	26,098	36,202		42%
833	Festival de la Comunidad	6,403	3,004	3,004	3,399		47%
846	Quilt Festival	300		525	(225)		175%
Total Revenues		\$ 15,788,216	\$ 528,532	\$ 2,771,995	\$ 13,016,221		18%

City of Winters
Summary of Expenditures
July 1, 2014 through October 31, 2014

		% of Year Compl					33%
Fund	Fund Description	Budget FY 14-15	October 2014 Actual	Year to Date Actual	Unspent Budget	% of Budget Spent	
101	General Fund Expenditures by Department						
110	City Council	\$ 15,998	\$ 180	\$ 1,473	\$ 14,525	9%	
120	City Clerk	17,492	379	3,645	13,847	21%	
130	City Treasurer	401	27	108	293	27%	
160	City Manager	38,608	4,540	22,348	16,260	58%	
161	Economic Development & Housing	40,933	1,839	6,533	34,400	16%	
170	Administrative Services	182,941	12,430	62,308	120,633	34%	
180	Finance	3,555	245	1,142	2,413	32%	
210	Police Department	2,153,830	119,092	572,877	1,580,953	27%	
310	Fire Department	767,712	46,280	249,291	518,421	32%	
410	Community Development	137,307	11,071	30,479	106,828	22%	
420	Building Inspections	265,340	13,372	71,469	193,871	27%	
610	Public Works-Administration	381,018	14,192	83,261	297,757	22%	
650	Public Works-Parks		225	225	(225)		
710	Recreation	17,900		2,914	14,986	16%	
720	Community Center	107,013	7,664	30,768	76,245	29%	
730	Swimming Pool	87,921	13,936	40,342	47,579	46%	
	Total General Fund Expenditure	\$ 4,217,969	\$ 245,472	\$ 1,179,183	\$ 3,038,786	28%	
104	Fireworks Fund	15,000		5,578	9,422	37%	
106	Monitoring Fee		360	360	(360)		
201	Fire Prevention Grant	200			200		
211	City Wide Assessment	302,173	21,750	103,450	198,723	34%	
221	Gas Tax Fund	522,616	6,757	45,836	476,780	9%	
231	State COPS 1913	75,568	5,876	27,280	48,288	36%	
233	Realignment	8,000	691	691	7,309	9%	
251	Traffic Safety	3,500			3,500		
262	Street Grants	646,269			646,269		
278	Prop 84 Park Grant		3,333	5,455	(5,455)		
289	Dry Slough Bridge	1,341,229		1,097	1,340,132		
291	Beverage Recycling Grant	5,000			5,000		
294	Transportation	429,472	6,302	61,616	367,856	14%	
299	After School Program	85,398	10,820	32,565	52,833	38%	
304	2012 SACOG GRANT	88,000		15,588	72,412	18%	
313	STBG 96-1043 Housing & Public W			539	(539)		
321	EDBG 99-688 Buckhorn	19,580		1,450	18,130	7%	
322	EDBG 405-Cradwick	5,548	1,550	6,094	(546)	110%	
411	Street Impact Fee	100,000		1,031	98,969	1%	
412	Storm Drain Impact Fee			1,031	(1,031)		
413	Park & Recreation Impact Fee			1,031	(1,031)		
414	Public Safety Impact Fee			1,031	(1,031)		
415	Fire Impact Fee	155,429		1,031	154,398	1%	
416	General Facility Impact Fee			1,031	(1,031)		
417	Water Impact Fee			1,031	(1,031)		
418	Sewer Impact Fee			1,031	(1,031)		
422	Landfill Capital	9,500		3,435	6,065	36%	
427	Equipment Replacement Fund	255,475	22,076	137,692	117,783	54%	
495	Monitoring Fee	54,948		5,966	48,982	11%	
611	Water O & M	1,482,137	79,114	576,565	905,572	39%	
615	07 Water Bonds	180,000		7,695	172,305	4%	
616	Water Conservation Fund	45,100			45,100		
617	Water Meter Fund	6,000		86	5,914	1%	
619	Water Debt Service			78,081	(78,081)		
621	Sewer O & M	2,724,212	65,650	787,009	1,937,203	29%	
626	2007 Sewer Bond			6,868	(6,868)		
629	Sewer Debt Service			92,769	(92,769)		
703	2007 Bond Project Fund		(888)	(888)	888		
771	RORF	1,253,318	29,153	227,880	1,025,438	18%	
773	2007 TABS	34,438			34,438		
781	RDA Long Term Debt	20,664		168,154	(147,490)	814%	
831	Swim Team	61,988		28,046	33,942	45%	
833	Festival de la Comunidad		1,405	1,405	(1,405)		
846	Quilt Festival			27	(27)		
	Total Expenditures	\$ 14,148,731	\$ 499,421	\$ 3,615,820	\$ 10,532,911	26%	

City of Winters
Fund Balances Report
Estimated Fund Balances as of cOctober 31, 2014

Fund	Fund Name	Unaudited Fund Balance 6/30/2014	Current Year Revenues	Current Year Expenditures	Transfers In/(Out)	Estimated Fund Balance 10/31/2014	Change From 6/30/2014
101	General Fund	\$ 835,095	\$ 538,072	\$ 1,179,184	\$ -	\$ 193,983	\$ (641,112)
104	Fireworks Fund	(288)	2,609	5,578	-	(3,257)	(2,969)
105	Senior Fund	385	2	-	-	387	2
106	Monitoring Fee	-	1,960	360	-	1,600	1,600
107	City Park Maintenance	2,207	46	-	-	2,253	46
110	Housing Successor	(161,368)	-	-	-	(161,368)	-
113	2007 Housing TABS	1,260,516	728	-	-	1,261,244	728
201	Fire Prevention Grant	857	1	-	-	858	1
208	First Time Homebuyer	84,618	52	-	-	84,670	52
211	City Wide Assessment	70,253	3,268	103,450	-	(29,929)	(100,182)
212	Flood Assessment District	3,836	2	-	-	3,838	2
221	Gas Tax	98,890	49,302	45,836	-	102,356	3,466
223	PERS Trust Fund	-	1	-	-	1	1
231	State COPS 1913	(21,690)	24,508	27,280	-	(24,462)	(2,772)
233	Realignment Funds	49,184	17,245	691	-	65,738	16,554
251	Traffic Safety	161,927	97	-	-	162,024	97
252	Asset Forfeiture	10,931	6	-	-	10,937	6
254	Vehicle Theft Deterrent	50,216	10	-	-	50,226	10
278	Prop 84 Park	(126,229)	-	5,455	-	(131,684)	(5,455)
287	After School Program Cont	542	-	-	-	542	-
289	Dry Slough Bridge	(41,067)	-	1,097	-	(42,164)	(1,097)
291	Beverage Recycling Grant	22,693	5,013	-	-	27,706	5,013
294	Transportation	454,472	8,574	61,616	-	401,430	(53,042)
299	After School Program	139,264	78,328	32,565	-	185,027	45,763
304	2012 SACOG Grant	(22,735)	7,232	15,588	-	(31,091)	(8,356)
313	STBG-96-1043 Housing and	(29,070)	-	-	-	(29,609)	(539)
319	CDBG Park Grant	(19,140)	-	35,083	-	(54,223)	(35,083)
321	EDBG 99-688 Buckhorn	-	1,450	-	(1,450)	-	-
322	EDBG 96-405 Cradwick	718	6,739	-	(6,094)	1,363	645
351	RLF Housing Rehabilitatio	317,678	186	-	-	317,864	186
352	RLF Affordable Housing	20,782	2	-	-	20,784	2
355	RLF Small Business	117,002	1,571	-	7,357	125,930	8,928
356	RLF HOME Program	110,608	67	-	-	110,675	67
357	Micro Enterprise RLF	7,472	1	-	-	7,473	1
411	Street Impact Fee	729,004	25,558	1,031	-	753,531	24,527
412	Storm Drain Impact Fee	189,921	749	1,031	-	189,639	(282)
413	Parks & Recreation Impact	(111,554)	-	1,031	-	(112,585)	(1,031)
414	Public Safety Impact Fee	242,867	4,808	1,031	-	246,644	3,777
415	Fire Impact Fee	272,842	9,674	1,031	-	281,485	8,643
416	General Facilities Impact	347,564	16,990	1,031	-	363,523	15,959
417	Water Impact Fee	435,390	4,925	1,031	-	439,284	3,894
418	Sewer Impact Fee	(198,527)	9,164	1,031	-	(190,394)	8,133
419	Flood Control Fee	229,642	140	-	-	229,782	140
421	General Fund Capital	552,978	337	-	-	553,315	337
422	Landfill Capital	198,849	121	3,435	-	195,535	(3,314)
427	Equipment Replacement Fun	599,274	9,802	137,692	-	471,384	(127,890)
429	Service Reserve Fund	1,002,770	316	-	-	1,003,086	316
481	General Plan 1992	606,414	-	-	5,966	612,380	5,966
482	Flood Control Study	(123,701)	1	-	-	(123,700)	1
492	RAJA Storm Drain	29,008	23	-	-	29,031	23
494	CARF	71,947	4,043	-	-	75,990	4,043
495	Monitoring Fee	-	5,966	-	(5,966)	-	-
496	Storm Drain Non-Flood	234	-	-	-	234	-
501	General Debt Service	56,277	34	-	-	56,311	34
611	Water O & M	4,113,749	495,069	408,484	(90,000)	4,110,334	(3,415)
612	Water Reserve	1,631,131	766	-	-	1,631,897	766
615	2007 Water Bonds	170,816	-	7,695	-	163,121	(7,695)
616	Water Conservation	20,204	6	-	-	20,210	6
617	Water Meter Fund	313,660	17,077	86	-	330,651	16,991
619	Water Debt Service Fund	(3,305,525)	-	-	90,000	(3,215,525)	90,000
621	Sewer O & M	4,742,423	597,235	589,218	(105,018)	4,645,422	(97,001)
626	2007 Sewer Bonds	2,118,292	-	-	(6,868)	2,111,424	(6,868)
629	Sewer Debt Service	(3,845,962)	37	-	111,865	(3,734,060)	111,902
703	2007 Bond Project Fund	-	-	(888)	-	888	888
771	RORF	(16,488,185)	65,443	227,880	168,154	(16,482,468)	5,717
772	RDA Trust	608,993	-	-	-	608,993	-
773	2007 TABS	34,451	7	-	-	34,458	7
781	RDA Long Term Debt	668,155	-	-	(168,154)	500,001	(168,154)
821	Winters Library	4,060	-	-	-	4,060	-
831	Winters Library	81,733	26,098	28,046	-	79,785	(1,948)
833	Festival de La Comunidad	6,443	3,004	1,405	-	8,042	1,599
846	Quilt Festival	46	525	27	-	544	498
911	General Fixed Assets	23,570,556	-	-	-	23,570,556	-
Totals		\$ 22,974,798	\$ 2,044,990	\$ 2,925,111	\$ (747)	\$ 22,093,930	\$ (880,868)

City of Winters
Cash and LAIF Balances Report
Cash and LAIF Balances as of October 31, 2014

Fund	Description	Balance 6/30/2014	Balance 10/31/2014
101	General Fund	\$ 624,772	\$ 60,133
104	Fireworks Fund	(288)	(3,256)
105	Senior Fund	385	387
106	Monitoring Fee		1,600
107	Park Maintenance	2,206	2,253
110	Housing Successor Agency	(161,368)	(161,368)
113	Housing 2007 Tabs	1,268,584	1,261,244
201	Fire Prevention Grant	939	940
208	First Time Homebuyer	84,571	84,669
211	City Wide Assessment	72,304	(30,011)
212	Flood Assessment District	3,834	3,838
221	Gas Tax	199,697	223,519
223	PERS Trust Fund		1
231	State COPS 1913	(29,817)	(24,462)
233	Realignment	49,183	65,738
251	Traffic Safety	162,691	162,024
252	Asset Forfeiture	11,963	10,937
254	Vehicle Theft Deterrent	38,207	50,227
278	Prop 84 Park Grant	(115,680)	(131,684)
287	After School Contributions	759	760
289	Dry Slough Bridge	(25,933)	(42,164)
291	Beverage Recycling Fund	22,681	27,707
294	Transportation(Including Bus Se	482,111	401,430
299	After School Program	148,324	192,232
304	2012 SACOG Grant	(8,728)	(31,090)
313	STBG 96-1043		(539)
319	CDBG Park Grant	(261)	(54,223)
322	EDBG 96-405 Cradwick Building	718	539
351	RLF Housing Rehab	305,867	306,221
352	RLF First Time Homebuyer	3,353	3,357
355	RLF Small Business	116,939	127,370
356	RLF-HOME Program	110,548	110,676
357	Micro Enterprise RLF	7,471	7,474
411	Street Impact Fee	633,821	658,532
412	Storm Impact Fee	159,833	159,640
413	Parks and Recreation Impact Fee	(111,554)	(112,585)
414	Police Impact Fee	242,733	246,645
415	Fire Impact Fee	272,692	281,485
416	General Facilities Impact Fee	347,372	363,524
417	Water Impact Fee	435,150	439,285
418	Sewer Impact Fee	217,920	226,163
419	Flood Fee	229,516	229,782
421	General Fund Capital	552,673	553,315
422	Landfill Capital	198,739	195,535
427	Capital Equipment Fund	460,572	283,385
429	Service Reserve	732,662	733,264
481	General Plan 1992 Study	(488,488)	(482,522)
482	Flood Control Study	1,298	1,300
492	RAJA Storm Drain	38,576	38,620
494	Capitla Asset Recovery Fee	71,910	75,990
496	Storm Drain Non-Flood	234	234
501	General Debt Service	56,246	56,311
611	Water O & M	473,642	489,936
612	Water Reserve	120,140	131,226
615	07 Water Bonds	(12,897)	(20,592)
616	Water Conservation	20,199	20,209
617	Water Meter	307,995	326,076
619	Water Debt Service	52,054	
621	Sewer O & M	1,264,786	1,170,872
626	07 Sewer Bonds	4	
629	Sewer Debt Service	122,962	61,187
651	Central Services	11,041	
652	Central Service w PD & FD	9,978	
703	2007 Bond Proceeds		888
771	RORF	522,996	374,259
773	2007 TABS	34,444	34,458
821	Winters Library	4,060	4,060
831	Swim Team	90,889	87,785
833	Festival de la Comunidad	6,440	7,442
846	Quilt Festival	46	544
	Total Cash	\$ 10,456,716	\$ 9,262,732