

CITY OF WINTERS PLANNING COMMISSION AGENDA

Tuesday, March 14, 2006 @ 7:30 PM

City of Winters Council Chambers
318 First Street
Winters, CA 95694-1923
Community Development Department
Contact Phone Number (530) 795-2101
Email: dan.sokolow@cityofwinters.org

Chairman: Ed Ross
Vice-Chair: Don Jordan
Commissioners: Albert Vallecillo, Jack Graf, Joe
Tramontana, Cecilia Curry, and Pierre Neu
Administrative Secretary: Jen Michaelis
Community Development Director: Dan Sokolow

I CALL TO ORDER 7:30 PM

II ROLL CALL & PLEDGE OF ALLEGIANCE

III COMMUNICATIONS

None.

IV CITIZEN INPUT: Individuals or groups may address the Planning Commission on items which are not on the Agenda and which are within the jurisdiction of the Planning Commission. **NOTICE TO SPEAKERS:** Speaker cards are located on the first table by the main entrance. Please complete a speaker's card and give it to the Planning Secretary at the beginning of the meeting. Each speaker is limited to three (3) minutes.

V CONSENT ITEM

None.

VI ACTION ITEM

Continued Public Hearing and consideration of Winters Highlands Tentative Subdivision Map. The project is a proposed residential subdivision of 102.6 acres to create 413 single-family lots (including 36 "duplex" lots) on 49.49 acres, a 2.01 acre multifamily lot on which 30 apartments will be developed, a 10.63 acre park site (plus a proposed 10,000 square foot well site), and 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 in public roads.

The project site is located north of Grant Avenue along Moody Slough Road (County Road 33) in the northwestern portion of the City of Winters. The project site totals 102.6 acres comprised of APNs 030-220-17 (48.1 acres), 030-220-19 (21.0 acres), and 030-220-33 (33.5 acres) located south of Moody Slough Road, east of the westerly City limits, and north of the existing Dry Creek subdivision.

The following approvals are needed from the City: 1) CEQA clearance; 2) Exclusion from the West Central Master Plan; 3) Approval of the Winters Highlands Development Agreement; 4) Approval of various General Plan Amendments; 5) Approval of various Rezonings and Planned Development Overlay; 6) Approval of Planned Development Permit for PD Overlay, 7) Approval of the Tentative Subdivision Map; 8) Approval of a Lot Line Adjustment; 9) Amendment of the Rancho Arroyo Storm Drain District Master Plan; 10) Amendment of the Circulation Master Plan; and 11) Amendment of the Bikeway System Master Plan.

VII DISCUSSION ITEM

None.

VIII INFORMATIONAL ITEM

None.

IX ADJOURNMENT

POSTING OF AGENDA: PURSUANT TO GOVERNMENT CODE § 54954.2, THE COMMUNITY DEVELOPMENT DIRECTOR OF THE COMMUNITY DEVELOPMENT DEPARTMENT POSTED THE AGENDA FOR THIS MEETING ON TUESDAY, MARCH 7, 2006.



DAN SOKOLOW – COMMUNITY DEVELOPMENT DIRECTOR

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

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

PUBLIC REVIEW OF AGENDA, AGENDA REPORTS, AND MATERIALS: PRIOR TO THE PLANNING COMMISSION MEETINGS, COPIES OF THE AGENDA, AGENDA REPORTS, AND OTHER MATERIAL ARE AVAILABLE DURING NORMAL WORKING HOURS FOR PUBLIC REVIEW AT THE COMMUNITY DEVELOPMENT DEPARTMENT. IN ADDITION, A LIMITED SUPPLY OF COPIES OF THE AGENDA WILL BE AVAILABLE FOR THE PUBLIC AT THE MEETING.

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

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

COPIES OF AGENDA, AGENDA REPORTS AND OTHER MATERIALS: PRIOR TO EACH MEETING, COPIES OF THE AGENDA ARE AVAILABLE, AT NO CHARGE, AT CITY HALL DURING NORMAL WORKING HOURS. IN ADDITION, A LIMITED SUPPLY WILL BE AVAILABLE ON A FIRST COME, FIRST SERVED BASIS, AT THE PLANNING COMMISSION MEETINGS. COPIES OF AGENDA, REPORTS AND OTHER MATERIAL WILL BE PROVIDED UPON REQUEST SUBMITTED TO THE COMMUNITY DEVELOPMENT DEPARTMENT. A COPY FEE OF 25 CENTS PER PAGE WILL BE CHARGED.

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

THE COUNCIL CHAMBERS IS WHEELCHAIR ACCESSIBLE



PLANNING COMMISSION STAFF REPORT

TO: Members of the Planning Commission

FROM: Heidi Tschudin, Contract Planner

HEARING: March 14, 2006

SUBJECT: **WINTERS HIGHLANDS SUBDIVISION**

SUMMARY OF PROJECT

The project is a proposed residential subdivision of 102.6 acres to create 413 single-family lots (including 36 "duplex" lots) on 49.49 acres, a 2.01 acre multifamily lot on which 30 apartments will be developed, a 10.63 acre park site (plus a proposed 10,000 square foot well site), and 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 in public roads (see Attachment A, Tentative Subdivision Map). The project would be phased over 5 to 6 years pursuant to a revised phasing plan negotiated with the applicant (see Attachment B, Revised Phasing Diagram).

The project as proposed includes the following key features:

- 1) 413 SF lots (including 153 small alley-loaded lots) and 30 MF lots; 443 total lots.
- 2) Neo-traditional neighborhood design.
- 3) Smart growth principles.
- 4) Grid street pattern.
- 5) Traffic calming features.
- 6) Pedestrian and bicycle connections.
- 7) Wetlands protection for 4.33 acres in northeast area.
- 8) 10.86-acre neighborhood park and well-site.
- 9) Density of 5.34 du/ac within single family areas (413 ÷ 77.3).
- 10) Lot size range of 3,040 to 11,550 square feet
- 11) 14.9% of the lots ≥7,000 square feet (66 ÷ 443).
- 12) Two-acre site for 30 apartments.
- 13) 15% affordable units.
- 14) Slow "metered" growth.

LOCATION

The project site is located north of Grant Avenue along Moody Slough Road (County Road 33) in the northwestern portion of the City of Winters. The project site totals 102.6 acres comprised of APNs 030-220-17 (48.1 acres), 030-220-19 (21.0 acres), and 030-220-33 (33.5 acres) located south of Moody Slough Road, east of the westerly City limits, and north of the existing Dry Creek subdivision.

SUMMARY OF REQUESTED ACTION

This project is before the Planning Commission for final action in the form of a recommendation to the City Council. The Planning Commission's actions on all requested entitlements are advisory to the City Council. A detailed recommendation for the Planning Commission's action is provided at the end of this report.

The staff recommends **approval of the project with conditions** which are attached (see Attachment C, Conditions of Approval).

BACKGROUND

Prior documents and staff reports that have been before the Planning Commission and City Council have documented the history of this project. More recently, the following has occurred:

May 10, 2005 -- The applicant submitted the redesign of the project that is before the Commission today.
June 24, 2005 -- The NOP for the Environmental Impact Report was released for 30-day comment period..
August 17, 2005 -- The applicant held a community workshop on project.
September 19, 2005 -- The DEIR was released for a 45-day comment period that ended November 3, 2005.
October 25, 2005 -- The Planning Commission held a hearing to receive oral comments on Draft EIR.
January 3, 2006 -- Responses to Comments on the Draft EIR were released.
January 11, 2006 -- A joint public workshop on the project was held before the City Council and Commission.
February 9, 2006 -- Planning Commission hearing on project continued to February 28, 2006.
February 28, 2006 -- Planning Commission hearing on project continued to March 14, 2006.
March 14, 2006 -- Subject hearing of the Planning Commission to take action on project.
April 4, 2006 -- The City Council is scheduled to take a final action on the project.

PROJECT ANALYSIS

There has been considerable analysis of and community dialog regarding this project including over 20 technical analyses, four CEQA documents, and 13 public meetings. There have been significant redesigns as a result of the process. To date essentially two fundamental issues remain for consideration. The first is whether or not the Planning Commission supports the project. Assuming the answer to this question is yes, then the second issue is which option of the project does the Commission support -- the project as proposed or CEQA Alternative #3 (see Attachment D, CEQA Alternative #3 Map) discussed further herein.

The main difference between the options is that Alternative #3 protects an additional 0.47-acre wetlands in the northwest corner of the site by pulling development out of that corner and by diverting the northward extension of Valley Oak Drive around the area to connect with Moody Slough Road approximately 500 feet further east than under the Project. As a result of this design, Alternative #3 would also provide additional buffer space for existing agricultural operations adjoining the project to the northwest. Notwithstanding this, there are a number of reasons why the staff supports the project as proposed without modification to preserve the northwest wetland. These are outlined below in no order.

Lot Size -- Lot size decreased significantly for the R-1 units under Alternative #3. As noted in the

table below the average lot size for an R-1 lot drops 15 percent (or over 1,000 square feet per lot) from 8,395 square feet as proposed to 7,147 square feet under Alternative #3. The lot size range under the project is 3,040 to 11,550 square feet. The lot size range under Alternative #3 is 2,967 to 8,204 square feet.

Option	DUs	SF/MF	R-1	R-1 Ave	R-2	R-2 Ave	R-3/PD	R-3/PD Ave	R-4
Project	443	413/30	39*	8,395sf	221*	6,026sf	153	3,942sf	30
Alt #3	443	413/30	31*	7,147sf	191*	6,069sf	191	3,912sf	30

* Duplex lots counted as one lot.

Large Lots -- The project includes 48 lots (duplex lots excluded) that meet or exceed 7,000 square feet. Alternative #3 has 31 such lots. Looking solely at "executive-style" lots (those exceeding 9,000 square feet in size) the project includes 15 and Alternative #3 includes 2. The City Council has in the past expressed great interest in providing a large range of units within this project area, as well as an opportunity for area residents to gain some move-up (large lot) housing. Alternative #3 would not accomplish this to the same degree as the project. In addition, under Alternative #3, the number of larger lots (R-1 and R-2) goes down by 38, and the number of small R-3/Planned Development lots increases by 38.

Topography – The wetland within the northeast corner is within a large topographic basin that serves to sustain the natural feature. The wetland in the northwest corner that would be protected by Alternative #3 does not fall within a natural basin and therefore is more likely to potentially be impacted by changes in land form around it.

Size – The wetlands in the northeast corner are 0.99-acre in size and would be protected by a buffer area and additional surrounding open space for a total of 7.43 acres. This is a sufficient area to allow for successful preservation and management of the area in a cost effective manner. The wetlands in the northwest corner are 0.47-acre in size and would be protected within an open space area totaling 3.41 acres. This small size raises concerns about the future viability of the resource as an isolated feature. The staff believes it is a better expenditure of money and effort to focus on the preservation of strategically located, substantive natural resources with a known likelihood of success, than on piecemeal, isolated features that may ultimately fail. While the City could require a design modification to increase the size of the northwest preservation acreage, this would result in the loss of additional units and further decreases in size for the remaining larger lots.

Hydrology – The northeast wetlands lies entirely within the City and is fed by drainage features that are located within and controlled by the City. As a part of the project analysis a hydrological analysis of the wetlands was performed and peer reviewed to ensure the successful preservation of the resources overtime and planned development around the area occurs. The analysis demonstrated that given the size, topography, and drainage considerations know to affect the area, the wetlands could be successfully maintained over time. The northwest wetlands lies within the City but is fed from a drainage shed outside of the City boundaries and control. It is speculative as to whether the hydrological conditions needed to ensure the health of this pool would remain over time.

General Plan Consistency – The General Plan identifies the wetlands in the northeast corner as a significant environmental feature and it is designated on the Land Use Exhibit for the City as a protected resource to be retained. There was no such level of import attributed to the wetlands in the northwest corner and that area is shown on the General Plan maps as planned for

development such as that which has been proposed.

Valley Oak Alignment – The curved alignment for Valley Oak Street under Alternative 3 is not as safe from an engineering perspective and the grid layout planned in the General Plan and proposed in the project.

Residential Lotting Pattern – The residential lot layout under Alternative 3 is not as desirable in terms of neo-traditional design and good planning practices. For example the area bounded by Moody Slough Road on the north, Niemann Street on the south, Taylor Street on the west, and West Main Street on the east incorporates a long cul-de-sac and alley pattern that is not supported by planning staff. The area bounded by Moody Slough on the north, Niemann Street on the south, Valley Oak Drive on the west, and Taylor Street on the east is inefficient and proposes 6 lots backing into the park.

Apartment Site – The apartment site in Alternative 3 is located on the remnant triangular parcel that results from the re-alignment of Valley Oak around the northwest wetlands. This will serve to isolate these units and place these affordable units as far as possible from all City services which is of concern to staff. Furthermore, the parcel will be difficult to develop given its shape. It is not clear what net acreage is feasibly usable.

REMAINING PROJECT DESIGN ISSUES

The number of large (executive-style) lots is an issue that has been of interest to the City Council with other recent projects. As proposed, the Highlands project includes 15 lots (excluding duplex lots) greater than 9,000 square feet in size:

- Lots 384 through 395 along the southerlymost boundary range in size from 9,427 to 9,904 square feet.
- Lots 111 and 220 range from 10,115 to 10,498 square feet.
- Lot 383 is 11,550 square feet.

Ideally the project would include more large lots along Valley Oak Drive and perhaps facing the park. However, it is important to note the trade-offs that the applicant has faced in order to accomplish other community goals. Original project designs did include more large lots than the subject proposal. However, the applicant has been directed to undergo several redesigns to incorporate the large linear neighborhood park, increased buffers and open space around the northeast wetlands, and the off-street bicycle trail system. This has resulted in smaller lots overall in order to fit everything within the available space.

The Commission could consider directing that some lots be combined to result in larger lots, acknowledging that this will decrease the unit count overall. This will affect the financial feasibility of the project and the applicant's ability to move forward with the extensive list of added community benefit items included in the development agreement. If the Commission (and ultimately the City Council) is willing to forgo some of the community benefit items negotiated into the development agreement, this would be an appropriate way of achieving more large lots. Should the Commission move in this direction there should also be direction to staff and the applicant as to where additional large lots would be most beneficially located. The staff believes

that the project as proposed represents an acceptable balance of competing concerns and supports the project in its current form.

Proximity to agricultural land in the northwest corner is another item to be deliberated. As reported in the EIR Initial Study, there is an active 60-acre prune orchard at the northwest corner of Moody Slough and CR 88 (future planned extension of Valley Oak Drive) kitty-corner to the site, but outside of the City limits. The General Plan EIR which examined the overall impacts associated with the original designation of the project site and other property for future urban development, concluded that impacts to agriculture would be significant and unavoidable as a result. The City Council at the time unanimously adopted Findings of Fact (Resolution 92-13) and a Statement of Overriding Consideration concluding that the benefits of the General Plan would outweigh the adverse impacts including impacts to agricultural land. The General Plan EIR identified the agricultural policies in the General Plan that would partially mitigate impacts including adoption of a City Right to Farm Ordinance. That Ordinance was subsequently adopted and can be found as Section 8-1.6007 of the Zoning Ordinance.

Where homes encroach on agriculture, the farmer may be affected by having to restrict application of restricted chemicals within 300 feet and aerial spraying within 500 feet of the residential area. For the subject project, the staff believes it is appropriate for the City to accept this outcome per the General Plan as an impact already anticipated and overridden with the designation of the property for planned development. Given the findings made by the Council at the time the General Plan was adopted, no mitigation measures are triggered. However, it should be noted that the City could also consider additional conditions on the development to: 1) eliminate affected lots under either the 300 foot or 500 foot scenario; 2) adoption of Alternative #3 which provides additional buffer space; and/or 3) require disclosure on affected lots. Nine lots fall all or a portion within 300 feet of the northwest corner of the property -- Lots No. 134 to 142. Twenty-eight lots fall all or a portion within 500 feet of the northwest corner of the property -- Lots No. 129 to 148, 161 (a + b), and 354 to 359. The staff has proposed a condition that would require deed disclosure of agricultural use and practices as well as the City's Right to Farm regulations, for all lots within 500 feet of the northwest corner of the project site.

DEVELOPMENT AGREEMENT

A Development Agreement (DA) has been negotiated as a part of this project (see Attachment E, Development Agreement). The key "public benefit" features of the DA are summarized below. It should be noted that there are many other requirements of the project that the City will achieve through the mitigation measures and conditions of approval. The items below are the items that would be gained to the community's "net benefit", in addition to the requirements of the mitigation measures and conditions of approval.

- 1) No vesting of fees or regulations until point at which fee is due. (§3.4)
- 2) Phasing of units (except affordables and small builders). (§3.6; 3.7)
- 3) Payment of Level 2 and 3 school fees using \$3.10/\$3.10 formula. (§4.1)
- 4) Grub and grade at community Park site to within 5/10th inch of finish grade and stub utilities to SE corner; or \$250,000 to City for same. (§4.3)
- 5) Advance fee funding for City Public Safety Center. (§4.4)
- 6) \$150,000 to library fund. (§4.6)
- 7) \$1.25 million to swimming pool fund. (§4.6)
- 8) Advance funding for purchase of land for sewer plant expansion (1.6 mgd). (§4.7)
- 9) Fair Share of \$90,000 for preparation of Urban Water Management Plan. (§4.9)
- 10) Fair share of \$150,000 for pedestrian improvements at Grant and Morgan. (§4.11)

- 11) Fair share of \$500,000 for improvements at Grant and Walnut/Dutton/East. (§4.12)
- 12) Expanded energy conservation requirements (50% market rates in solar; all in Energy Star). (§4.13)
- 13) Payment of impact fees for flood overlay zone. (§4.14)
- 14) \$100,000 for wetlands education endowment. (§4.15)
- 15) \$50,000 for new cafeteria at high school. (§4.15)
- 16) \$100,000 to Putah Creek project. (§4.15)

In addition to the public benefit items listed above, the DA ensures that the following project requirements are satisfied.

- 1) Implement all mitigation measures. (§3.6d; 3.9a)
- 2) Implement all conditions of approval. (§3.6d; 3.9a)
- 3) Build all roads and other infrastructure to serve the project. (§3.8)
- 4) Undergo design review for all homes. (§3.11b)
- 5) Build the entire linear park to City design and specifications. (§4.2)
- 6) Pay an annuity to off-set the anticipated fiscal deficit. (§4.5)
- 7) Advance fund the City's sewage plant expansion to 1.2 mgd. (§4.7)
- 8) Build a new sewer pump station if necessary. (§4.8)
- 9) Build up to two new water wells if necessary. (§4.10)
- 10) Complete the off-street pedestrian and bicycle trail system. (§4.11)

CEQA CLEARANCE

An Environmental Impact Report (EIR) has been prepared for this project. Copies of the EIR (two volumes) have been previously distributed to the Planning Commission, City Council, and interested public. **Please bring your copy of the EIR to the hearing to use for reference purposes.** The Revised Initial Study for the EIR identified significant effects anticipated as result of the project in the following impact areas:

- aesthetics
- air quality
- biological resources
- cultural resources
- geology and soils
- land use and planning
- population and housing
- public services, recreation
- transportation and traffic
- utilities and service systems

All identified significant impacts were eliminated or reduced to a less-than-significant level through the implementation of recommended mitigation measures except certain impacts to biological resources. As a result, at the direction of the City Council, the EIR was focused exclusively on biological resources on the site and biological impacts from the project.

The EIR concludes that all impacts to biological resources can be fully mitigated with the exception of impacts to:

- vernal pool crustaceans
- Swainson's hawk foraging land
- seasonal wetlands

Specified impacts in these issue areas would be significant and unavoidable. In order to approve the project in light of these potentially significant and unavoidable impacts, the City Council would be required to make special findings of "overriding consideration" that demonstrate that on balance, the project is desirable for the community.

FISCAL IMPACT

The City required the preparation of a Fiscal Impact Analysis for this project to determine effects on the City's general fund. A revised analysis was issued December 1, 2005 based on the final project design (see Attachment G, Revised Fiscal Impact Analysis). The analysis concludes that development of the project will fail to result in general fund revenues sufficient to serve the project, particularly in the areas of police and fire protection. An ongoing annual deficit of \$98,100 is projected. The General Plan requires fiscal neutrality from development. The mitigation measures (#9), conditions of approval (#30), and Development Agreement (Section 4.5) include such a requirement.

PLANNING COMMISSION ACTION

The Planning Commission should discuss and provide direction regarding:

- Alternative 3 – A comparison of the project and Alternative is provided on page 2 of this report. The staff supports the project and is not recommending Alternative #3. The Planning Commission should provide direction to the City Council in this regard. If ultimately favored by Council, staff will require a continuance to allow for the development of an approval package, including revised conditions of approval and findings of fact, specific to Alternative #3.
- Large lots – A discussion of this issue is provided on page 4 of this report. The staff does not recommend further redesign of the project to modify the size (and number) of units. The Planning Commission should deliberate and provide direction on this issue.
- Agricultural Proximity – A discussion of this issue is provided on page 5 of this report. The staff proposes a condition of approval to require deed disclosure on all units within 500 feet of northwest corner of the site. The Planning Commission should deliberate and provide direction on this issue.

Subject to the attached conditions of approval (see Attachment C, Conditions of Approval), the staff recommends that the Planning Commission make the following recommendations to the City Council:

- 1) Adopt a resolution approving CEQA findings of fact, adopting a statement of overriding considerations, adopting a mitigation monitoring plan, and certifying the final environmental impact report for the Winters Highlands Project.
- 2) Adopt a resolution approving the project by enacting the following:
 - a) Exclusion from the West Central Master Plan.

b) Approval of a General Plan Amendment (applicable citywide) 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.

c) Approval of a General Plan Amendment to change the Land Use Map for the project site (102.6 acres) as follows (see Attachments 7 and 8 in Appendix A of the EIR, Volume 1/ DEIR): 1) 7.81 acres designated Low Density Residential (LR) to Medium/High Density Residential (MHR); 2) 25.26 acres designated LR to Medium Density Residential (MR); 3) 3.19 acres designated MR to LR; 4) 7.11 acres designated MR to MHR; 5) 3.89 acres designated MR to Recreation and Parks (RP); 6) 0.31 acres designated MR to High Density Residential (HR); 7) 11.47 acres from LR to RP; 8) 0.37 acres from LR to Public/Quasi-Public (PQP); 9) 4.99 acres from PQP to MR; 10) 2.39 acres from RP to HR; 11) 4.71 acres from RP to MR; 12) 0.23 acres from PQP to MHR; 13) 6.66 acres from RP to MHR; 14) 1.51 acres from OS to RP; and 15) 1.34 acres from RP to OS.

d) Approval of a General Plan Amendment to change Land Use Map for land off-site as follows (see Attachments 7 and 8 in Appendix A of the EIR, Volume 1/ DEIR): 1) 0.22 acres designated Recreation and Parks (RP) to Open Space (OS); 2) 0.02 acres designated Public/Quasi-Public (PQP) to OS; 3) 2.44 acres designated PQP to RP; 4) 0.29 acres designated PQP to Medium/High Density Residential (MHR); 5) 3.84 acres designated Low Density Residential (LR) to PQP; 6) 0.32 acres designated PQP to Neighborhood Commercial (NC); 7) 0.48 acres from PQP to High Density Residential (HR); 8) 2.09 acres from RP to HR; 9) 1.25 acres from NC to HR; 10) 1.94 acres from HR to LR; 11) 4.67 acres from RP to LR; 12) 0.48 acres from RP to PQP; 13) 0.07 acres from PQP to LR; and 14) 3.16 acres from Rural Residential (RR) to LR.

e) Approval of a General Plan Amendment to modify the General Plan Flood Overlay Area (see Attachment 12 in Appendix A of the EIR, Volume 1/ DEIR).

f) Approval of a General Plan Amendment to redesignate Moody Slough Road as a Primary Collector in the Circulation Element and General Plan.

g) Approval of the Tentative Subdivision Map on 102.6 acres creating 413 single family lots (including 36 “duplex” lots) on 49.45 acres; 2.01 acres for 30 apartments; 10.63 acres for park land (plus a 10,000 square foot well site; 7.43 acres for open space and wetlands; an exchange parcel of 0.04 acres to the Callahan property to the south; and 32.81 acres in public roads (see Attachment A, Tentative Subdivision Map).

h) Approval of a Lot Line Adjustment on the south property line to exchange property with the adjoining Callahan Estates property (see Attachment A, Tentative Subdivision Map).

i) Amend the Rancho Arroyo Storm Drain District Master Plan to modify the Rancho Arroyo drainage shed (see Attachment 13 in Appendix A of the EIR, Volume 1/ DEIR).

j) Amend the Circulation Master Plan (May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001; City Council Resolution 2001-61) to remove the requirement for on-street Class II bike lanes on West Main Street and replace with off-street Class I bike path.

k) Amend the Bikeway System Master Plan (November 19, 2002) text and Figure 3 to identify a Class I bike path along West Main Street, Neiman Street, Anderson Street, Valley Oak Drive, and Taylor Avenue where these streets border or intersect the Project.

l) Approve Findings of Fact and Conditions of Approval (see Attachment A, Conditions of Approval).

3) Adopt an ordinance approving a Rezoning to:

a) Change the Zoning Map for the Project site (102.6 acres) as follows (see Attachments 9 and 10 in Appendix A of the EIR, Volume 1/ DEIR): 1) 7.81 acres designated Single Family Residential, 7,000 SF Ave Minimum (R-1) to Single and Multi-Family Residential/Planned Development (R-3/PD); 2) 25.26 acres designated R-1 to Single Family Residential, 6,000 SF Ave Min (R-2); 3) 3.19 acres designated R-2 to R-1; 4) 7.11 acres designated R-2 to R-3/PD; 5) 3.89 acres designated R-2 to Parks and Recreation (P-R); 6) 0.31 acres designated R-2 to High Density Multi-Family Residential (R-4); 7) 11.47 acres from R-1 to P-R; 8) 0.37 acres from R-1 to Public/Quasi-Public (PQP); 9) 4.99 acres from PQP to R-2; 10) 2.39 acres from P-R to R-4; 11) 4.71 acres from P-R to R-2; 12) 0.23 acres from PQP to R-3/PD; 13) 6.66 acres from P-R to R-3/PD; 14) 1.51 acres from OS to P-R; and 15) 1.34 acres from P-R to OS.

b) Change the Zoning Map for land off-site as follows (see Attachments 9 and 10 in Appendix A of the EIR, Volume 1/ DEIR): 1) 0.22 acres designated Parks and Recreation (PR) to Open Space (OS); 2) 0.02 acres designated Public/Quasi-Public (PQP) to OS; 3) 2.44 acres designated PQP to PR; 4) 0.29 acres designated PQP to Single and Multi-Family Residential (R-3); 5) 3.84 acres designated Single Family Residential, 7,000 SF Ave Minimum (R-1) to PQP; 6) 0.32 acres designated PQP to Neighborhood Commercial (C-1); 7) 0.48 acres from PQP to High Density Multi-Family Residential (R-4); 8) 2.09 acres from PR to R-4; 9) 1.25 acres from C-1 to R-4; 10) 1.94 acres from R-4 to R-1; 11) 4.67 acres from PR to R-1; 12) 0.48 acres from PR to PQP; 13) 0.07 acres from PQP to R-1; and 14) 3.16 acres from Rural Residential (R-R) to R-1.

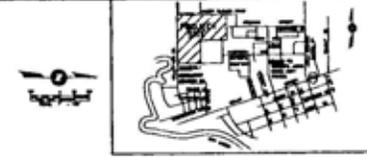
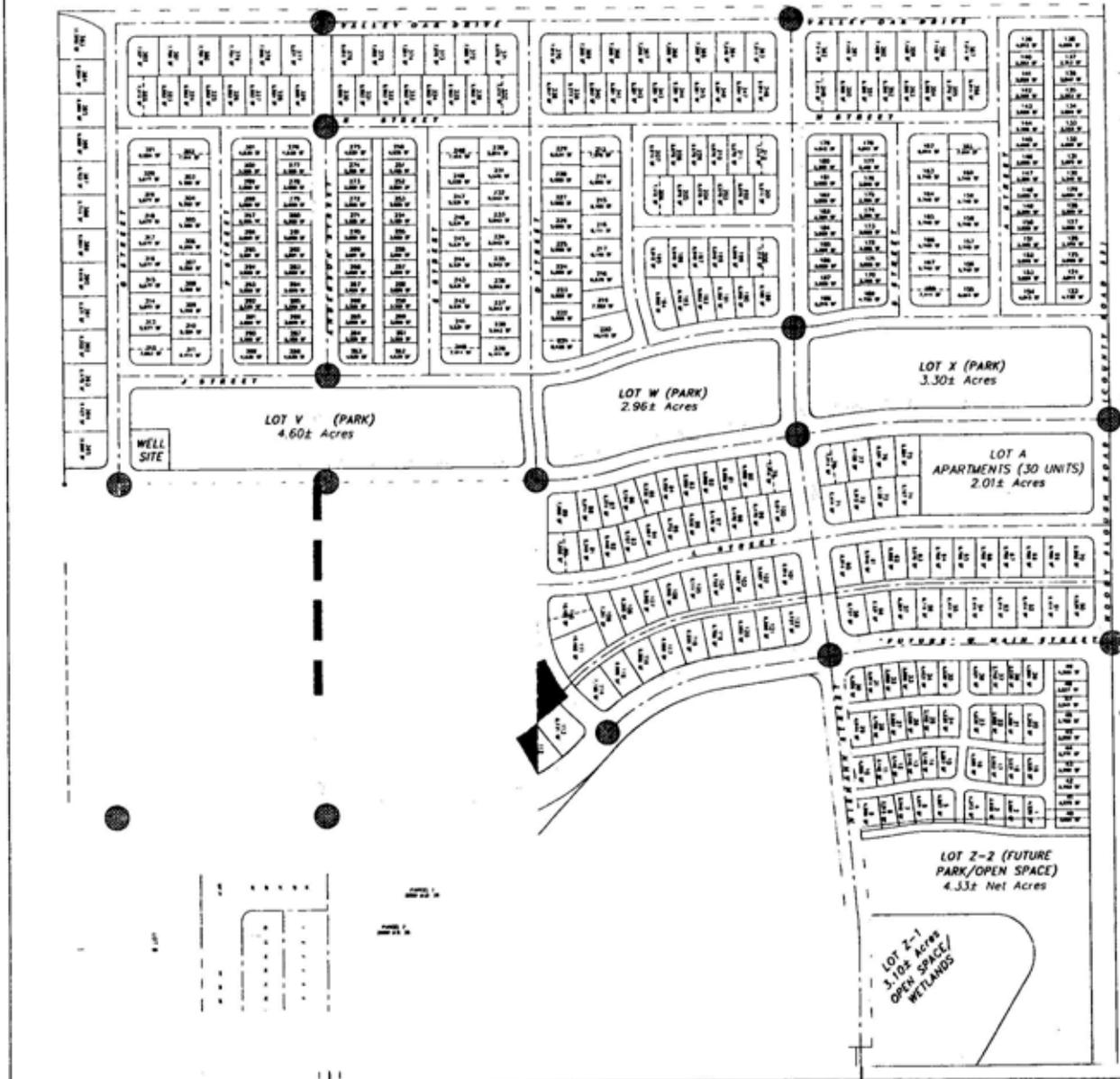
c) Adopt a Planned Development (PD) Permit to allow for modification of minimum lot area, lot width, and lot depth for R-3 lots as identified on the tentative map.

4) Adopt an ordinance approving and authorizing the execution of the Winters Highlands Development Agreement (see Attachment E, Development Agreement).

ATTACHMENTS

A-Tentative Subdivision Map
B-Revised Phasing Diagram
C-Conditions of Approval
D-CEQA Alternative #3
E-Development Agreement
F-Development Agreement Summary
G-Fiscal Impact Analysis
H-Workshop Comment Cards
I-Letter from Jeff TenPas

WINTERS HIGHLANDS



OWNER: LAND AND DEVELOPMENT GROUP, INC.
PREPARED FOR: LAND AND DEVELOPMENT GROUP, INC.
DATE: 10/15/04
PROJECT: WINTERS HIGHLANDS, PHASE 1
ADDRESS: 10000 VALLEY OAK DRIVE, WINTERS, CA 95791
PROJECT NO.: 04-001
SCALE: AS SHOWN
DATE: 10/15/04
BY: [Signature]

PROPOSED USE:
 SUEDE FAMILY LOTS (20 UNITS) AND DUPLEX LOTS (20 UNITS)
 P.U.D. OVERLAY (P.U.D.)
 EXCHANGE PARCELS TO COLLECTOR (20 UNITS)
 EXCHANGE PARCELS TO COLLECTOR (20 UNITS)

EXISTING ZONING: R-1
PROPOSED ZONING: P.U.D. OVERLAY (P.U.D.)
WATER SERVICE: CITY OF WINTERS
SANITARY SERVICE: CITY OF WINTERS
TELEPHONE SERVICE: ATC
FLOOD ZONE: C
SPRINKLER AREA: 100± AC ±
DATE: 10/15/04

- CLASS I BIKE PATH
- CLASS II BIKE PATH
- TRAFFIC CALMING FEATURE
SEE DETAIL 1, THIS SHEET
- PARK AREA
- P.U.D. OVERLAY
- DUPLEX LOTS
- WETLANDS AREA
- EXCHANGE PARCEL



1 TRAFFIC CALMING FEATURE
 DATE: 10/15/04
 FOR: WINTERS HIGHLANDS
 PROJECT NO. 04-001
 SCALE: AS SHOWN
 DATE: 10/15/04
 BY: [Signature]

RECEIVED
 MAY 11 2005
 CITY OF WINTERS

LM
 LAND MANAGEMENT
 1000 VALLEY OAK DRIVE
 WINTERS, CA 95791
 TEL: 916.831.1111
 FAX: 916.831.1112
 WWW.LM-CORP.COM

Exhibit P WINTERS HIGHLANDS

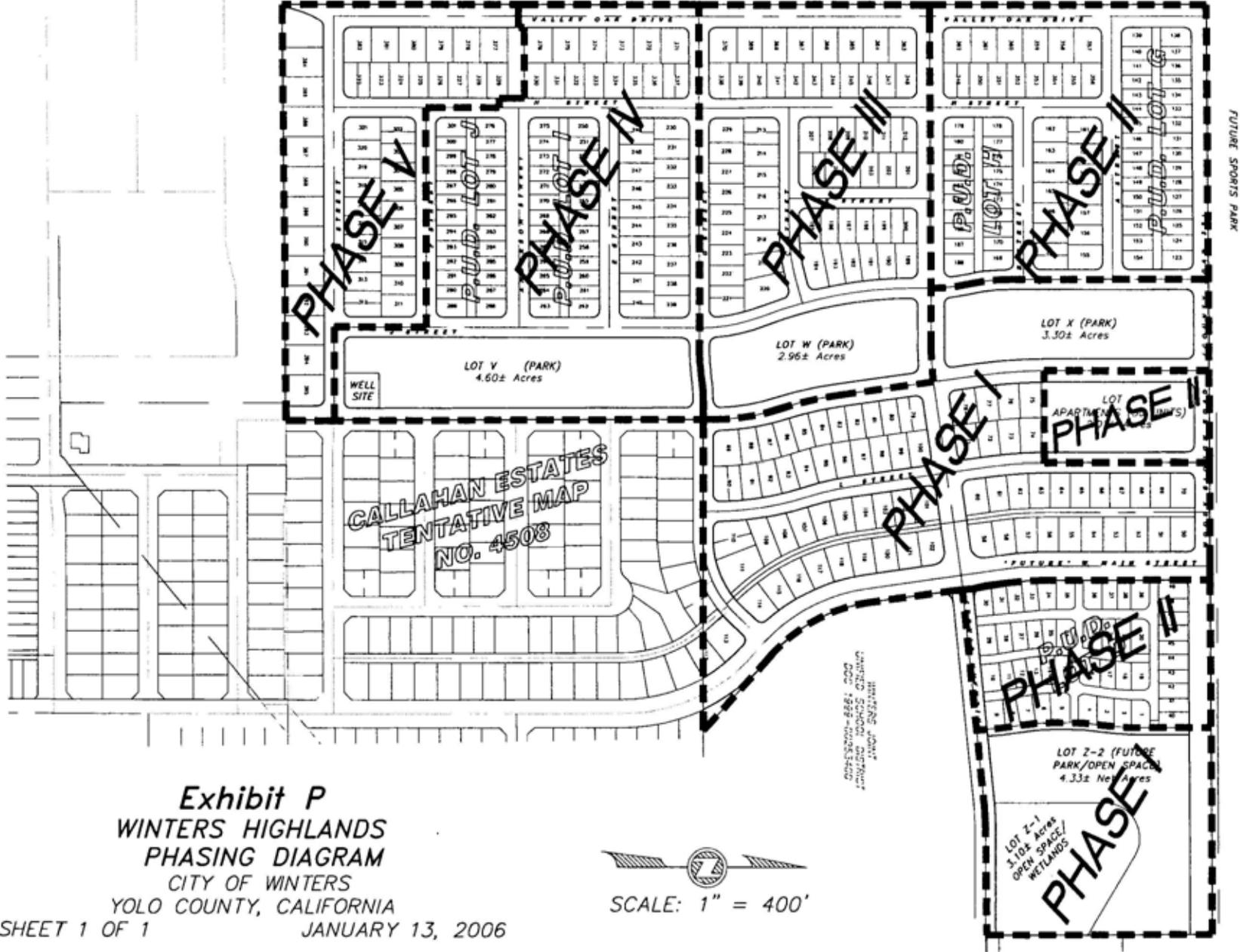


Exhibit P
WINTERS HIGHLANDS
PHASING DIAGRAM
CITY OF WINTERS
YOLO COUNTY, CALIFORNIA

**FINDINGS OF FACT AND CONDITIONS OF APPROVAL for the WINTERS HIGHLAND SUBDIVISION
(March 14, 2006 Staff Report)**

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.

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 protect, 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 committee comprised of the 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 floor plans and 25 elevations (five per plan).
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 wrap around all sides of the structure visible from the front and sides so that it terminates at a point where the yard fencing begins.

63. Each elevation for a particular floor plan shall be distinctive, with a unique roof design, architectural detailing, and application of exterior materials. Single story and two-story plans shall be varied.
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, balconies, 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.
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.
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 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 than 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.

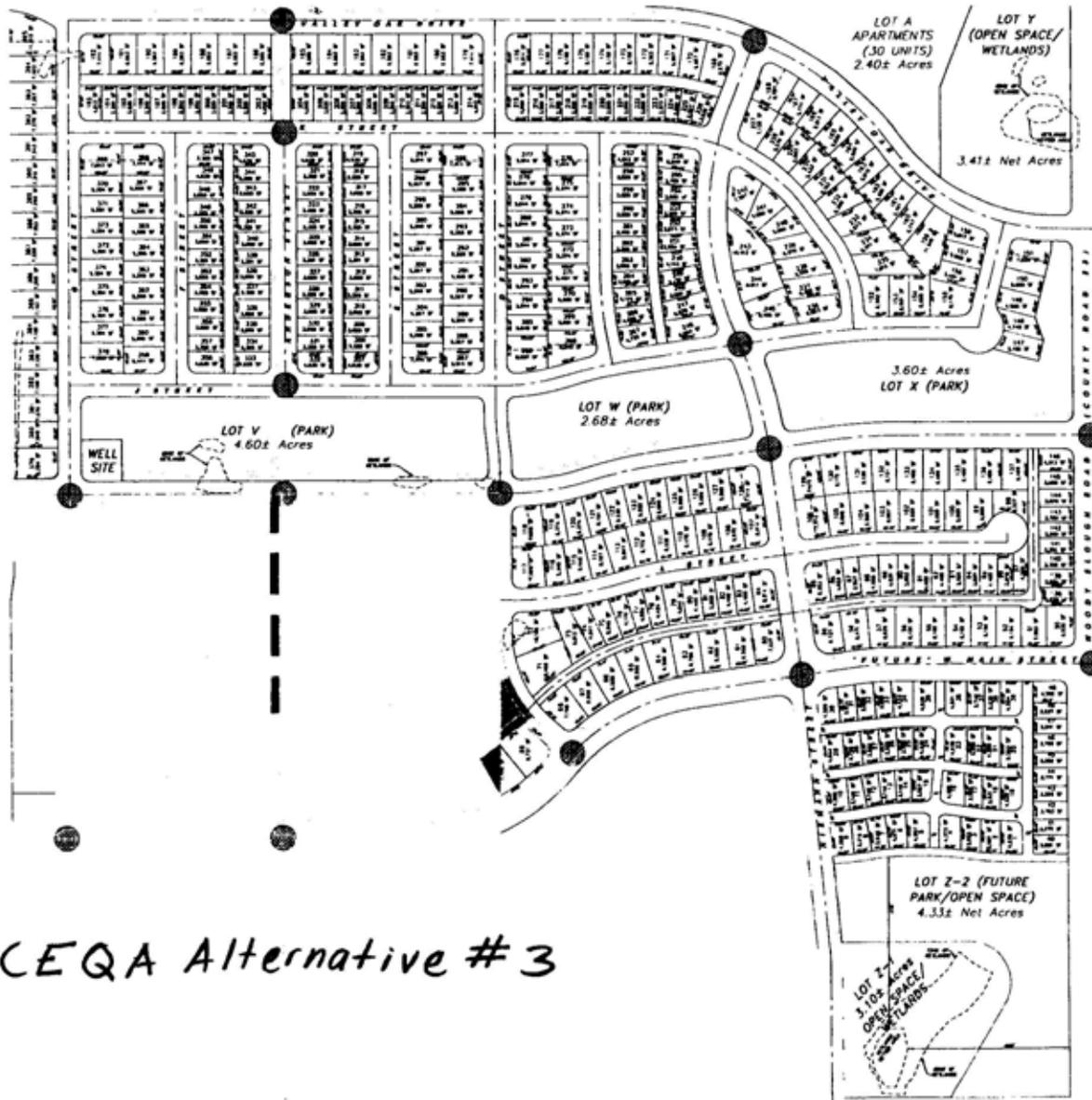
Reimbursements for Applicant Install Improvements

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

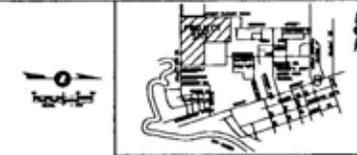
Landscaping and Lighting

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.

WINTERS HIGHLANDS



CEQA Alternative #3



OWNER: WINTERS APARTMENTS & WETLANDS PROJECT, INC. 1000 W. MAIN STREET, SUITE 100, WINTERS, CA 95694

SUBDIVIDER: WINTERS APARTMENTS & WETLANDS PROJECT, INC. 1000 W. MAIN STREET, SUITE 100, WINTERS, CA 95694

ENGINEER/PLANNING: LINDSEY AND WARD 1000 W. MAIN STREET, SUITE 100, WINTERS, CA 95694

EXISTING USE: RESIDENTIAL

PROPOSED USE:

LOT 1	30 UNITS (30 UNITS)
LOT 2	3.10± ACRES (OPEN SPACE/WETLANDS)
LOT 3	3.41± ACRES (OPEN SPACE/WETLANDS)
LOT 4	3.60± ACRES (PARK)
LOT 5	2.68± ACRES (PARK)
LOT 6	4.60± ACRES (PARK)
LOT 7	4.33± ACRES (FUTURE PARK/OPEN SPACE)
LOT 8	3.10± ACRES (OPEN SPACE/WETLANDS)

EXISTING ZONING: R-1, R-2, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99, P-100

PROPOSED ZONING: R-1, R-2, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99, P-100

WATER SERVICE: CITY OF WINTERS

SEWER SERVICE: P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, P-11, P-12, P-13, P-14, P-15, P-16, P-17, P-18, P-19, P-20, P-21, P-22, P-23, P-24, P-25, P-26, P-27, P-28, P-29, P-30, P-31, P-32, P-33, P-34, P-35, P-36, P-37, P-38, P-39, P-40, P-41, P-42, P-43, P-44, P-45, P-46, P-47, P-48, P-49, P-50, P-51, P-52, P-53, P-54, P-55, P-56, P-57, P-58, P-59, P-60, P-61, P-62, P-63, P-64, P-65, P-66, P-67, P-68, P-69, P-70, P-71, P-72, P-73, P-74, P-75, P-76, P-77, P-78, P-79, P-80, P-81, P-82, P-83, P-84, P-85, P-86, P-87, P-88, P-89, P-90, P-91, P-92, P-93, P-94, P-95, P-96, P-97, P-98, P-99, P-100

WELL SITE: SEE DETAIL 1, THIS SHEET

- CLASS I BIKE PATH
- CLASS II BIKE PATH
- TRAFFIC CALMING FEATURE
SEE DETAIL 1, THIS SHEET
- PARK AREA
- P.U.D. OVERLAY
- DUPLEX LOTS
- WETLANDS AREA
- EXCHANGE PARCEL

RECEIVED
JUN 18 2005
CITY OF WINTERS



TEMPORARY MAP FROM SUBDIVISION NO. 0007 WINTERS HIGHLANDS

LOCATED IN A PORTION SECTION 21 TOWNSHIP 2 NORTH, RANGE 2 WEST COUNTY OF WINTERS, CALIFORNIA

LM LAND MANAGEMENT

DATE: 5/1/05

FINAL DRAFT 3/02/06

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)

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS

AND

GBH-WINTERS HIGHLANDS, LLC

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**A 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 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. It is the intent of the Parties in entering into this Agreement to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain 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, 030-220-19 and No. 030-220-33.

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, 030-220-19 and No. 030-220-33, 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, 030-220-19 and 030-220-33. 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.

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. Except as otherwise provided, the Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement.

b. No assignment shall be effective until the City, by action of its City Council, approves the assignment. Approval shall not be unreasonably withheld provided:

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

2. The proposed assignee has adequate experience with residential developments of comparable scope and complexity to that being undertaken on the Property and has successfully completed such developments.

c. The provisions of subsection b. do not apply to the sale of five (5) or fewer finished residential lots to individual buyers or builders.

d. The obligations and conditions set forth in Article 4 of this Agreement are not severable, and any sale of the Property, in whole or in part, or assignment of this Agreement, in whole or in part, which attempts to sever such conditions shall constitute a default under this Agreement and shall entitle the City to terminate this Agreement in its entirety.

Section 2.6 Amendment of the Agreement.

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

Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

b. The provisions of Title 11, Chapter 2 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

Section 2.8 Choice of Law; Venue; Attorneys' Fees; 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:

GBH-Winters Highlands, LLC
c/o Granite Bay Holdings, LLC
4230 Douglas Boulevard, Suite 100

Granite Bay, CA 95746
Attn: Larry John and Rick Cheney
Telephone (916) 960-1656
FAX (916) 960-1666

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 not approved by the City as required under this Article 2, or that is inconsistent with the provisions of this 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. Focused Environmental Impact Report and Mitigation Monitoring and Reporting Program (Resolution No. 2006-__ adopted on _____, 2006).

2. This Development Agreement (Ordinance No. 2006-__ adopted _____, 2006 and effective on _____, 2006, (the "Enacting Ordinance")).

3. 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-__ adopted on _____, 2006).

4. 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-__ adopted on _____, 2006).

5. 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.

6. 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-____ adopted on _____, 2006).

7. 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-___ adopted _____, 2006 and effective on _____, 2006).

8. 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.

9. 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 (Resolution No. 2006-____ adopted on _____, 2006).

10. Exclusion of the Property from the West Central Master Plan (Resolution No. 2006-__ adopted on _____, 2006).

11. Amendments to the Circulation Master Plan (adopted May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001) (Resolution No. 2006-__ adopted on _____, 2006).

12. Amendments to the Bikeway System Master Plan (adopted November 19, 2002)(Resolution No. 2006-____ adopted on _____, 2006).

13. Amendments to the Rancho Arroyo Storm Drain District Master Plan to modify the Rancho Arroyo drainage shed (Resolution No. 2006-____ adopted on _____, 2006).

14. Winters Highlands Tentative Subdivision Map, with Findings of Fact and Conditions of Approval, on 102.6 acres creating 413 single-family lots (including 36 duplex lots and 66 low to moderate income units) 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-___ adopted on _____, 2006).

15. A Lot Line Adjustment allowing an exchange of property with the adjoining Callahan Estates project (Resolution No. 2006-___ adopted on _____, 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. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within one hundred and fifty (150) days after this Agreement is recorded, submit for approval by the City the Final Map for Phase I of the Winters Highlands Subdivision and accompanying subdivision improvement plans. For purposes of this subsection a., "circumstances beyond the control of the Developer" shall include, but are not limited to, acts of the State and/or federal government, a referendum of the ordinance adopting this Agreement, or third party litigation challenging the validity of this Agreement. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.

b. Any time limit prescribed for any action required by this Agreement shall be tolled for the number of days during which circumstances beyond the control of the Developer preclude the action from being taken.

c. 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.

d. 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 be entitled to apply for and receive up to, but no more than, the following number of single family residential Building Permits per year for market rate residential units in the Winters Highlands Subdivision. For purposes of this section, the first year commences on September 1, 2006.

1. Year 1: 69
2. Year 2: 126
3. Year 3: 55
4. Year 4: 83
5. Year 5: 44
6. Years 6 through 10: 25 per year

b. If Developer does not apply for and/or is not issued the number of Building Permits specified in any given year as set forth in subsection a. above,

then up to fifteen (15) of the unused units from that year's allocation shall automatically be added to the following year's allocation.

c. The total of the above numbers is not reflective of the total number of residential units within the Winters Highlands Subdivision. Unused allocations of building permits in any year shall NOT be added to the allocation for subsequent years. 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.

d. There are sixty-six (66) deed restricted, below market rate units to be built in the Winters Highlands Subdivision pursuant to the City's Land Use Regulations. Such below market rate units are comprised of twenty-six (26) units for very low income households, twenty-five (25) units for low income households, and fifteen (15) units for moderate income households. The Developer may apply for and receive Building Permits for these units at any time during the term of this Agreement. The Building Permits for the below market rate units are in addition to, and not part of, the number of units per year set forth above. However, the Developer must complete the construction of the below market rate units within each Phase of the subdivision prior the issuance of Building Permits for market rate units within any subsequent Phases. Further, the Developer must complete the construction of all below market rate units in all Phases of the subdivision prior to the expiration of this Agreement.

e. The Parties agree that 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, both within the Winters Highlands Subdivision and on other properties, does not exceed the number which

can reasonably be served with municipal and education services without unduly impacting existing residents of the City of Winters.

f. Should circumstances beyond the control of the Developer preclude the Developer from applying for and/or being issued the number of Building Permits specified in subsection a. in the year specified, then the City shall consider adjusting the schedule. For purposes of this subsection f., "circumstances beyond the control of the Developer" shall include, but are not limited to, acts of God, natural disasters, and acts of the State and/or federal government. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.

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.

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 each of the four hundred and forty-three (443) residential units in the Winters Highlands Subdivision, fees at the rate of THREE DOLLARS AND TEN CENTS (\$3.10) per square foot, with such fee to be paid at the time of issuance of each building permit; and

2. For each of the four hundred and forty-three (443) residential units in the Winters Highlands Subdivision, except the very low income and low income affordable units, fees at the rate of THREE DOLLARS AND TEN CENTS (\$3.10) per square foot, with such fee to be paid at the close of escrow.

c. 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.

d. In the event the School District does not execute an agreement substantially in the form of Exhibit G, then the Developer will pay to the City the difference between the amount payable under paragraph b. above of this Section 4.1 and the amount actually paid to the School District, which amount the City shall thereafter submit to the School District for the construction of school facilities.

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 to be conducted over the next several months, will create a design for the linear park, including improvements to the well site, and will provide the Developer with the design within one hundred and eighty (180) days from recordation of this Agreement.

c. The Developer shall improve and construct the linear park in a time and manner consistent with the Phasing Plan and Phasing Schedules attached as Exhibits E and F, respectively, and in accordance with the design provided by the City and 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 the actual cost 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. Notwithstanding any other provision in this Agreement, Developer agrees to complete construction of the linear park no later than December 1, 2009.

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. In addition to providing utilities stubbed out to the southeast corner of the park site, the Developer shall pay the amount of TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000) to the City to be used for constructing improvements to the park site prior to the recordation of the Final Map for Phase II of the Winters Highlands Subdivision.

Section 4.4 Funding For Police/Fire/Municipal Facilities.

a. The Parties acknowledge that the City intends to construct a joint use facility for police and fire services and a facility for general municipal services. In order to provide sufficient funds for the City to complete construction of these facilities, the Developer shall, on or before the later of (i) December 31, 2007 or (ii) recordation of the Final Map for Phase I for the Winters Highlands Subdivision, pay to the City development fees as follows:

1. A police facilities fee at the rate in effect on December 31, 2007 for all residential units in the Winters Highlands Subdivision.

2. A fire facilities fee at the rate in effect on December 31, 2007 for all residential units in the Winters Highlands Subdivision .

3. A general municipal facilities fee at the rate in effect on December 31, 2007 for all residential units in the Winters Highlands Subdivision.

b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with having paid in full the fees identified in subsection a. above.

Section 4.5 Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of the Winters Highlands Subdivision pursuant to the report titled "City of Winters; Winters Highlands Fiscal Impact Analysis" prepared by Economic & Planning Systems, Inc., and dated December 1,

2005. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

b. The funding of the annuity will be created and funded as follows:

1. Concurrently with the recordation of the Final Map for each Phase of the Winters Highlands Subdivision, the Developer shall record a Deed of Trust, in a form satisfactory to the City Attorney, against each residential lot that secures the payment of the sum of FIVE THOUSAND SIX HUNDRED AND FORTY-THREE DOLLARS (\$5,643.00) to the City from the escrow for the sale of each residential unit to a third party. The Deed of Trust shall include language stating that (i) the rights protected by the Deed of Trust shall not be subordinated to a lien, encumbrance or deed of trust of a lender or holder of a mortgage, and (ii) any lender or lienholder obtaining title by foreclosure or deed in lieu of foreclosure shall not be obligated to pay the amount secured by the Deed of Trust until the close of escrow for the sale of the residential unit to a third party

2. Subject to the provisions of b.4., below, from the escrow for the sale of each residential unit to a third party , the Developer will pay to the City the sum of FIVE THOUSAND SIX HUNDRED AND FORTY-THREE DOLLARS (\$5,643.00).

3. The City will invest the amounts received under this section in an annuity, or other similar investment, which will create a stream of income to be paid into the City's General Fund to pay for the increase in the cost of municipal services resulting from the development of the Winters Highlands Subdivision

4. The amount of FIVE THOUSAND SIX HUNDRED AND FORTY-THREE DOLLARS (\$5,643.00) will be adjusted with the issuance of the

first Building Permit for a residential unit, and thereafter, on or before April 30th of each subsequent year, to account for rising assessed values resulting from increased new home prices within the Winters Highlands Subdivision, if any. The formula for making this adjustment is set forth in Exhibit H.

c. At the end of the third year after the recording of this Agreement, the City will prepare an updated Fiscal Impact Analysis, consistent with the analysis referenced in subdivision a above. The amount set forth in subsection b. 3. shall be adjusted in accordance with the results of that analysis, and shall thereafter be amended annually by the formula set out in Exhibit H.

Section 4.6 Payment to Library Fund and Community Pool Fund.

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

b. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay to the City the sum of ONE MILLION TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$1,250,000). This amount shall be kept in a separate account designated for pool improvement funds by the City and used solely for constructing and/or maintaining the new Bobbie Greenwood Community Swimming Pool in the City of Winters.

Section 4.7 Wastewater Treatment Plant Expansion.

a. An expanded and upgraded Wastewater Treatment Plant ("WWTP") is needed in order to treat the wastewater from the Winters Highlands Subdivision, and other developing properties within the City. The Developer shall be required to fund the cost of the expansion and upgrade project (referred to as "WWTP Phase II"), which would expand the capacity of the WWTP to approximately 1.2 million gallons per day, in accordance with the terms of this Section 4.7. The Developer shall be required to provide funding for WWTP Phase II in excess of the Developer's fair share obligation, and shall receive credit and/or reimbursement for such excess funding, pursuant to the terms of a credit and/or reimbursement agreement, which agreement shall be negotiated and executed by the Parties prior to the approval of the Final Map for Phase I for the Winters Highlands Subdivision.

b. The Developer shall provide funding as follows:

1. On or before December 1, 2006, the Developer shall provide funding to the City in the amount estimated as necessary by the City Engineer to fully pay for the cost of designing the WWTP Phase II. Sixty (60) days prior to December 1, 2006, the City shall provide written notification to the Developer of the estimated amount needed for design costs.
2. On or before December 1, 2007, the Developer shall provide funding to the City in the amount estimated as necessary to fully pay for the acquisition of land necessary for the construction of the WWTP Phase II. This amount shall include the estimated cost of the land (based upon an appraisal) and administrative, legal and environmental review costs directly related to the land acquisition. Sixty (60) days prior to December 1, 2007, the City shall

provide written notification to the Developer of the estimated amount needed for land acquisition costs.

3. On or before December 1, 2008, the Developer shall provide funding to the City in the amount estimated by the City Engineer as necessary to fully pay for the cost of constructing the WWTP Phase II. One hundred and twenty (120) days prior to December 1, 2008, the City shall provide written notification to the Developer of the estimated amount needed for construction of the WWTP Phase II.
4. In the event that the amounts estimated by the City pursuant to subparagraphs b1., b2. and b3. above are insufficient to cover the actual costs of design, land acquisition or construction of the WWTP Phase II, the Developer shall provide the additional funding necessary to cover the actual costs, within one hundred and twenty (120) days of receipt of written request from the City for supplementary funding.

c. In consideration of Developer's commitment to provide funding as set forth in this Section 4.7, City agrees to provide sewer connections for each residential unit within Phases I, II and III of the Winters Highlands Subdivision prior to completion of WWTP Phase II, subject to the following conditions, which must be satisfied prior to the issuance of a Building Permit for each residential unit: (1) Developer is in compliance with the terms of this Agreement, including this Section 4.7; (2) the Building Permit for the applicable residential unit has been issued prior to December 1, 2009; and (3) no circumstances beyond the control of the City have occurred. For the purposes of this subsection c., "circumstances beyond the control of the City" shall include, but are not limited to, acts of God, natural disasters, and acts of the State and/or federal government.

d. The Developer acknowledges and agrees that the City shall not be required to approve or record a Final Map for Phase IV and Phase V of the Winters Highlands Subdivision until and unless the City Engineer determines, in his/her sole and absolute discretion, that the WWTP has adequate capacity to serve all residential units and other buildings to be constructed within that Phase of the Winters Highlands Subdivision.

Section 4.8 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 4.9 Urban Water Management Plan.

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 of Ninety Thousand Dollars (\$90,000) for the cost for preparation of a City Urban Water Management Plan.

Section 4.10 Water Well.

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

b. 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 the new water well to be located at a site specified by the City Engineer.

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

d. The Developer understands and acknowledges that no Building Permits shall be issued for any residential unit within the Winters Highlands Subdivision until the new water well 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.

e. The Developer 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 construct or pay for such facility upon the demand and as determined of the City Engineer, then the City may withhold the issuance of Building Permits for the Property.

f. If required to build these facilities, the Developer shall be entitled to a *pro rata* reimbursement of the cost of the water well(s) to be paid by other developments benefiting from it, including, but not limited to, those commonly identified as Hudson-Ogando, Callahan Estates, and Creekside.

g. The amount and timing of reimbursement under this section shall be subject to a separate reimbursement agreement between the City and the Developer.

Section 4.11 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 4.12 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 4.13 Energy Efficiency.

In order to obtain energy efficiency in each unit with the Winters Highlands Subdivision, to the maximum extent possible the techniques identified in the July 27, 2004 Planning Commission staff report on the "Proposed Energy Resolution" shall be utilized; provided, however, that the following techniques are mandatory:

a. Fifty percent (50%) of the market rate units shall be built with a photovoltaic solar energy system capable of producing 2.4 peak rated direct current (DC) kilowatts. The remaining market rate units shall be pre-wired to accommodate such a system.

b. All units shall be constructed to the Energy Star Standards as defined by the U. S. Environmental Protection Agency.

c. All units shall be built with low emission furnaces.

d. No unit shall be built with any dark colored roofing material.

Section 4.14 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. 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 4.15 Miscellaneous Contributions.

a. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay ONE HUNDRED THOUSAND DOLLARS (\$100,000) to the City to be used for environmental education programs, with such programs to be determined in the sole discretion of the City Council.

b. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay ONE HUNDRED THOUSAND DOLLARS (\$100,000) to the City, to be deposited in the Putah Creek Park Development Fund, to be used in the sole discretion of the City Council.

c. Prior to the recordation of the Final Map for Phase I for the Winters Highlands Subdivision, the Developer shall pay FIFTY THOUSAND DOLLARS (\$50,000) to the Winters Joint Unified School District ("School District"), to be used for improvements to the cafeteria at the high school, with such improvements to be determined in the sole discretion of the Board of Trustees for the School District.

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.

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

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:

John Wallace, City Attorney

.....

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 Phasing Plan for the Winters Highland Tentative Subdivision Map
- F Phasing Schedule
- G Form of Agreement Between Developer and Winters Unified School District
- H Annuity Adjustment Formula



**CITY COUNCIL
STAFF REPORT**

TO: Planning Commission
DATE : March 14, 2006
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Winters Highlands Development Agreement- Summary

RECOMMENDATION:

That the Planning Commission receive this report.

DISCUSSION:

As the Planning Commission is aware, the City has required a development agreement as part of the process of consideration of the development application for the Winters Highlands Subdivision.

In recent weeks, Staff has completed the negotiation of a final Development Agreement with the applicants of this project, Granite Bay Holdings. The negotiations have centered on key issues which have arisen due to the infrastructure needs of the projects and the mandates of the City's General Plan. This memo is to provide an overview of the key issues under consideration and explain the net benefit items from this document.

Why a Development Agreement:

The Development Agreement (DA) is the City's most powerful tool to ensure compliance for the entitlements given. It provides the ability of the City to gain infrastructure and concessions from the developers which would not be normally received through the conditions of approval or mandated exactions. It is not applicable and needed for all subdivision projects, however, in the case of Winters Highlands, the need for extra ordinary approvals from the City have caused the DA.

School Funding: Article 4.1

A key concern regarding new development has been the need for contributions to the Winters Joint Unified School District. In order to remedy this issue, a key position in recent years has involved the prospect of increasing overall facility funding for schools.

In the Winters Highlands project, there are approximately 413 single family units to be developed. In order to offset impacts to schools and provide a significant community

benefit, Staff is recommending the payment of Level III School Impact Fees.

In recent months, the issue of declining enrollment has caused the WJUSD to actually begin lowering their impact fees charged to developers based on State requirements. The current fee is \$2.91 per square foot (SF).

Staff has negotiated into the development agreement that this project will pay \$3.10 per sf as a Level II fee and \$3.10 as a Level III fee, even though current and future fees may be lower.

Benefit: Based on an average 2,200 sf unit size, the Level III impact fee benefit would be \$3.10 additional per foot. Over \$2.8 million in additional revenue to the WJUSD. For new construction, this represents a total value of \$5.6 million and/or over \$6 million if used for modernization.

Sewer: Article 4.7

The City's Sewer Collection System and Wastewater Treatment Plant currently have a capacity of .92 mgd. At the present time, Staff estimates indicate that we have the ability to add approximately 600 additional residential units into the system before maximum capacity is reached.

The location and number of units proposed by the Winters Highlands project will require that the sewer go through a new force main and pump station which is currently being designed and sited on West Main Street near the Rancho Arroyo Detention Pond. And would take it directly into the WWTP.

As key points regarding Sewer, Staff has requested the following from the project:

1. **WWTP Expansion:** Winters Highlands would be required to finance the Phase II expansion which would expand the capacity to 1.2 mgd, a 33% capacity expansion. The City would participate in the financing to the extent that it benefits the existing residents and/or redevelopment area, and would enter into a reimbursement agreement where WH would be reimbursed as additional units are developed. The estimated costs of the expansion is \$5-7 million.
2. **Sewer Pump Station:** WH and the Callahan project will require the construction of a sewer lift station to serve the subdivisions. Under consideration is a pump station to be located on the Callahan property which will also include a redirection of some existing flows from the westerly portion of the City. Again, Staff is requiring 100% financing by the developer and would include a reimbursement agreement. The estimated cost of this project is \$2.6 million.

Staff feels these projects are beneficial to the City because they provide significant

infrastructure expansion with limited costs to the current residents of the City. Sewer capacity is critical, because it maintains compliance with the General Plan. In the event capacity begins to be reached, the City could be forced to expand with impact to the existing residents. Failure to keep expansion to the limits of the General Plan would constitute non-compliance with such things as the Housing Element.

This expansion also helps in the area of Economic Development. Our ability to readily accept applications for commercial and industrial projects without burdening them with sewer expansion costs.

The process for the expansion will include the overall development of a financing plan to facilitate the Phase II expansion. The DA outlines this process and the financing from this project.

Benefit: \$7-10 million of infrastructure with limited burden to the current residents and an expansion of our Economic Development capabilities.

Water: Article 4.10

The City is currently in the midst of completing an update of the Water Master Plan. In the preliminary reports, the Fire flow testing has indicated that while pumping capacity is adequate, the need for an additional well exists to facilitate maintenance of system pressure to meet pressure for "Fire Flow Standards".

The Callahan Estates subdivision is installing a water well in their project. In the event flow capacity is not reached to desired levels, we would request a second well for this area.

Staff is requiring the following:

1. **Water Well Installation:** This well would be installed by WH at the cost of the developer. Staff will require 100% financing by the developer with a reimbursement agreement. The cost of this project is approximately \$1.2 million.

Staff is recommending this position because it represents a real benefit to our existing water system and fire flow pressure. It will also increase the efficiency of the water system which ultimately could lower costs (when spread equitably with the new units and existing)

Benefit: A \$1.2 million improvement with no cost implications to the existing residents.

Flood Control: Article 4.14

The proposed project falls into two key stormwater areas, the Flood Overlay Zone and the Rancho Arroyo Detention Area. The flood zone requires fee payments toward the overall flood solution as well as mitigation. The Rancho Arroyo is an Assessment District which pays toward the detention facility constructed behind the Carter Ranch/Duc Housing Subdivision.

Winters Highlands is in both the Flood Overlay Area and Rancho Arroyo.

Staff is requiring the following:

1. **Flood Overlay Area:** Winters Highlands will be required to pay into the Flood Overlay Area at a cost of approximately \$788,000. They had previously requested to be taken out of the Area, but Staff has declined.
2. **Improvements to the Rancho Arroyo Detention Pond:** WH will be required to participate in the expansion of the pond capacity, primarily through the installation of additional pump facilities to handle 100 year flood events. The cost is \$2,200 per acre.

Benefit: These are required costs for both projects and provide benefits relative to facilitating the expansion of the facilities to accommodate the projects. There really is no net cost or benefit to the existing residents.

Streets: Articles 4.11 and 4.12

The City's Circulation System currently has major issues created mainly by the locations of Winters Middle School and Shirley Rominger Intermediate School and the lack of their connection to an extension of West Main Street, a critical component of the City's street system. On Anderson and Niemann Streets, circulation during morning and afternoon periods has reached unacceptable congestion levels for residents. Public Safety access often requires a significant detour "around the City" in the event they happen to be in the west part of the City and need to travel to the north.

Traffic is a major concern for Staff. In 2005, the City will see its first major improvement with the installation of a four way traffic signal at the Grant/Railroad intersection. This will hopefully increase traffic flow during peak hours and decrease congestion.

Additionally, the residential nature of Winters and the sense that residents feel free to allow children to play in and around homes is important. Concerns have been raised regarding residential traffic and speed. Staff is sensitive to the need for residential areas to have improvements which reduce speeds, especially without the need for additional enforcement which increases City service needs and costs.

With this project, Staff is recommending the following:

1. **Traffic Signal:** Installation of a traffic signal at W. Main St. and Grant Ave. This cost is \$250,000.
2. **Extensions to Streets:** Full width expansions of Main St, Anderson, Niemann and Valley Oak will be extended to current street standards.
3. **Walnut, Dutton and East Street Intersection:** This would include intersection improvements along Grant to improve turning capabilities in this area.
4. **Moody Slough Road:** This road will be completely reconstructed on both sides of the ROW. A reimbursement agreement would be provided for future developments. This is a WH requirement.
5. **Traffic Calming:** The DA and COA's will facilitate the imposition of Traffic Calming features in the project. These will include traffic tables and chokers to be developed as part of the projects.
6. **Antique Street Lights:** The project will require installation of Antique Style street lighting with night sky protection. This is seen as a quality amenity.
7. **Traffic Signal:** Participate in the cost of installation of a traffic at the I-505 north bound off ramp

Generally, Staff views the overall street improvements as significant. The extension of roadways will provide an immense benefit to the entire community. Residents along Anderson and Niemann could see major reductions in school traffic because the one way in/out factor would be reduced. Additional housing units will obviously create traffic, however the circulation system will see improvements which will hopefully help mitigate the impacts.

Benefit: Significant traffic improvements and amenities. The WJUSD will see a windfall in revenue and improvements along the Rominger School where the full school site now becomes developable, with no offsite improvement costs.

Environmental: Article 4.15

The Winters Highlands Project has a wetlands area and has drawn interest in the advancement of environmental education and other local opportunities. Outside the scope of the project proposal, Staff is recommending discussions regarding the following:

1. **Wetlands Watershed Education:** The applicant has proposed wetlands education as a part of their project proposal. Staff would like to pursue this topic with the applicant to include working with the WJUSD and private citizens or foundation groups. The project will contribute \$100,000 into a watershed education fund managed by the City.
2. **Putah Creek Improvements:** The applicant has indicated an interest in possibly

participating in projects related to Putah Creek. The project will contribute \$100,000 toward a Putah Creek improvement fund to be managed by the City.

Benefit: The implementation of these items have opportunities to enhance the native environment and advance a variety of General Plan Policies in this area. The total monetary benefit is \$200,000.

Fiscal Neutrality: Article 4.5

The City's General Plan requires fiscal neutrality for projects. Previously, the City has not pursued this requirement. It is important to note that because of Proposition 13 and 218 limits, residential properties economically do not keep up with inflation, thus making most residential properties "negative" versus the costs of providing services (high valued properties are excluded from this analysis).

As in previous subdivisions, the City required a per unit annuity payment. The amount is \$5,643 per single family unit for this project.

Benefit: The structuring of these fiscal requirements will fund additional public safety personnel. In the case of Winters Highlands, the annuity payments will total in excess of \$2.3 million. Thus the potential for higher tax revenues and fiscal benefits from these projects is considerably higher than previous developments.

Parks: Articles 4.2 and 4.3

The City currently has four (4) parks City, Rotary, Valley Oak and Blue Oak, amounting to approximately 8 total acres. Additionally, the Putah Creek corridor remains mostly undeveloped and a huge potential future resource for natural parkland.

Under the City's General Plan, park requirements are 5 acres per 1,000 residents with a goal of 7 acres. If these requirements were applied to the existing City, we should have 35 acres versus the 8, giving us a deficit of 27 acres.

The approach on parks with the Winters Highlands has been to require them to provide the 7 acres per 1,000 goal. The WH park requirement will include the following:

1. **Linear Park:** This park would be constructed with a combination of picnic areas, walking trails, playgrounds and a nature area. No active recreation fields are planned. The proposed dedication site is in excess of 10 acres. This park will be constructed by the developer as per City design which is currently in process. The park will be built in three (3) phases (I, II and III) corresponding to the first three phases of the five-phase project.

2. **Landfill Sports Park:** The City is currently under way with the design of the landfill sports park, a 22 acre active sports facility. This proposal includes the following:
- (a) WH would be required as part of the DA to grade 22 of the 30 acre landfill site to a finished park grade(per City design).
 - (b) WH would be required as part of their project to provide all utilities (water, sewer, power) to the landfill site.
 - (c) Funding for the project will come from the in-lieu calculations negotiated as part of the Callahan, Creekside and Ogando Hudson subdivision proposals.

Staff is approaching the park aspects by requiring the developer(s) to construct the parks based on a set timetable (ie. Permit issuance timing- no park completion= no permits for each of the first three phases). The City will participate and provide designs for the facilities, yet construction will be provided by the developer. Permits will be conditioned on the completion of the facilities and dedication to the City.

Benefit: The overall benefit to the City will be an additional 31.7 acres of new parks, with 21.7 immediately useable. This will equate to the City increasing useable parks from 8 to 40 acres a 360% increase.

New Swimming Pool: Article 4.6

In September, 2005, there has been a central focus on providing new facilities within the community to replace the aging police station and the closed swimming pool. Granite Bay Holdings has indicated their willingness to participate in making these projects a reality.

As part of the Development Agreement, Granite Bay Holdings will be providing \$1.25 million toward the construction of a new swimming pool to be located at Winters High School.

Facilities: Articles 4.4 and 4.6

Neither of the projects is slated to provide any facilities construction for public services. However, Staff is utilizing the DA to facilitate obtaining additional funding and dedications toward public facilities.

The proposals to date are as follows:

1. **Public Safety Facility:** The City has required as part of the Ogando-Hudson/Callahan Projects, the dedication of a 3.5 acre site at the NW corner of W. Main St./Grant for the future construction of a combination Police/Fire Facility. For the WH project, Staff is requiring an advancement of impact fees to finance the construction of the facility in December, 2007.
2. **Library Campaign' Contributions:** A \$150,000 contribution toward the Winters Library Capital Campaign is included in the DA.
3. **Cafeteria for High School:** The applicants have reached an agreement with the WJUSD for the funding (\$50,000) toward a cafeteria for Winters High School.

This \$50,000 is a match to Prop 55 monies, thus the total improvement is actually \$100,000 when combined with this contribution.

Some of the rationale behind these proposals, none of which are required of typical projects is as follows:

- The Public Safety functions are in dire need of upgrading. Our public demands are increasing, the Police Department has operational issues with the current location and is desperately in need of a new facility. If approved, the Public Safety Facility Design would commence in FY 2006-07 and construction would occur in 2008.
- A new facility will enable us to pursue 24/7 fire services and upgrade the volunteer program if a sleeping program is available.
- A combination facility is extremely efficient and is envisioned in the General Plan
- Relocation of the Public Works Yard will enable the City to use the site on Grant for development purposes for either business or commercial uses.
- Relocation of the fire department out of downtown will enable the City to pursue higher and better uses on the existing site to benefit the downtown area.

Generally, the facilities requests in the DA are to facilitate advancements of City services. The need for upgraded facilities are currently upon us and will continue to grow. These developments are seen as unique opportunities to acquire sites and facility development.

Benefit- A new Public Safety site and a new facility funded and constructed by development; \$150,000 toward the Winters Library Project; New cafeteria for the high school.

Energy: Article 4.13

Key policies being pursued by Staff include a requirement that developments pursue energy efficiency in the project construction. This has been of keen interest to members of the City Council and the Planning Commission.

Staff is currently working with Winters resident David Springer to develop a standard for the City to impose which would combine the requirements of Title 24 and the EPA-Energy Star Efficiency Measures as a direct application to these developments.

The Winters Highlands project will include 50% of all the market rate units to be constructed with solar electrical systems (PV) and the remaining 50% of the market rate units will be pre-wired for solar electrical systems.

Phasing: Article 3.7

Staff has been working on negotiating a Phasing program for this Project. The

applicant has requested a phasing plan which would build the project over a 5 year period. The phasing of the market rate units is as follows:

1. Year 1: 69
2. Year 2: 126
3. Year 3: 55
4. Year 4: 83
5. Year 5: 44
6. Years 6 through 10: 25 per year for any remaining units

Local Builder Marketing: Condition of Approval Item

Previously, the City has worked to have subdivisions allow for the sale of 10% of the lots to local builders for either custom or spec-building. The language of the previous subdivision agreement required the "marketing" of the lots, but did not specify formula's for determining price or the timing of the sales during the build out period.

In the Duc Housing Project, demand for the houses was so great, that Duc sold all of the homes and did not comply with the Local Builder requirement. When we called them on this provision, they then marketed the lots at "Mace Ranch" prices and did not get any takers.

Staff is working on the development of stricter language to be included in the Development Agreement and the Conditions of Approval.

Mitigation Financing: Condition of Approval Item

Winters Highlands will require extensive compliance with mitigation (environmental, traffic) requirements. Staff is requiring them to pay all costs associated with City monitoring of these requirements.

Summary of Benefits from this Project:

- School facilities funding with a total value of approximately \$5.6 million in excess of current requirements.
- Sewer capacity expansion.
- A wastewater pump station which will potentially redirect almost 20% of the existing flow away from the current East Street Pump Station directly to the sewer ponds.

- Water well expansion and fire flow increases at no cost to the City.
- Phasing of development at a rate which allows for assimilation of new residents and is concurrent with increases in infrastructure and services.
- Growth at a rate which benefits both the City and School District.
- A 360% increase in parkland including a 10.7 acre passive park and 22 acres of active parkland for a sports field complex, and a wetlands/parkland area dedication.
- Extension of the key circulation arteries of the City (Main, Niemann, Anderson, Valley Oak) with no cost to existing residents.
- Infrastructure benefits for the schools which will enable them to expand without offsite infrastructure requirements.
- A variety of housing choices from entry level to executive housing.
- Quality affordable housing which is integrated into the project.
- A quality project with such amenities as antique street lights, traffic calming amenities, bike lanes.
- Fiscal neutrality for the projects which will fund additional police and fire positions.
- Creation of economic benefits for local businesses to participate in these projects.
- An energy efficient project which can be a model for any future development in town.
- Developer financed mitigation monitoring.

Staff has worked with this project to get projects which benefit the community.



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DRAFT MEMORANDUM

To: Dan Sokolow, City of Winters
Shelly Gunby, City of Winters
From: Dave Sanders
Subject: City of Winters—Winters Highlands Fiscal Impact Analysis—
Revised Land Use Plan Technical Addendum; EPS #13429
Date: December 1, 2005

Economic & Planning Systems, Inc., (EPS) has revised the land use plan modeled in the draft fiscal impact analysis for the Winters Highlands (Highlands) subdivision to reflect the following changes:

Table with 5 columns: Gen Plan Zoning, October 2003 Plan Acreage, October 2003 Plan Units, May 2005 Plan Acreage, May 2005 Plan Units. Rows include Low-Density SF, Medium-Density SF, Med High-Density SF, High-Density MF, Open Space, Parks, and Totals.

The proposed 443 residential units include 26 very low-income units and 40 low-to moderate-income units.

Table 1 presents a summary of the fiscal impact of the Highlands subdivision for Fiscal Year (FY) 2009-10 on the City of Winters (City) under the revised land use model.

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Table 1
Winters Highlands Subdivision Fiscal Impact Analysis
Fiscal Impact Summary of the Project—FY 2010 (2003 \$'s)

<u>Buildout General Plan Service Levels</u>	<u>FY 2010 Totals</u>	<u>Residential Per-Unit Cost</u>
Annual Revenues	\$ 754,000	\$ 1,710
Annual Expenses	\$ 852,100	\$ 1,930
Operating Surplus (Deficit)	(\$ 98,100)	(\$ 220)

The annual net operating FY 2010 deficit to the City's General Fund under the revised land use plan decreases from \$(151,100) to \$(98,500), representing a small positive change of \$52,600, or approximately \$120 per residential unit.

CITY'S FISCAL IMPACTS

The revised fiscal impact analysis projects that, despite paying the existing municipal services tax and citywide assessment tax, the proposed development will result in a net fiscal deficit for the City (i.e., development-generated revenues will not be sufficient to fund expenditures for this project), assuming that no additional revenues are generated specifically from the new residential construction and that services are increased to the General Plan Service Levels. This finding is based on the City's having a moderate increase in service levels for police protection and a substantial service level increase in fire protection by FY 2009–10.

There are two primary reasons for the anticipated deficit from the project to the City's General Fund at the General Plan service levels. First, the fiscal analysis includes increased per-capita and per-persons-served costs for police protection and fire protection to meet expected future City General Plan Service Levels. Second, Winters' estimated "capture rate" of per-capita taxable sales from new residents is approximately \$3,560, or 28 percent of the statewide 2002 average per-capita taxable sales of approximately \$12,500. The City's weakness in the capture rate of the per-capita taxable sales will not improve until more retail construction occurs within the City's boundaries. The importance of taxable sales and the resulting sales tax revenues in funding City services is illustrated by the fact that if Winters captured the average per-capita taxable sales equal to the statewide average at the City's current population of approximately 6,900, an additional \$617,000 in General Fund sales tax revenues would be available.

REVISED LAND USE ASSUMPTIONS

Residential Development

Tables A-1 and A-2 show the land use assumptions used in this study for each of the different land use categories. Residential valuations are based on the preliminary estimates furnished by the developer, Granite Bay Holdings. The City furnished the estimated valuations of the potential Affordable Housing units. The “persons per dwelling unit” estimate was obtained from California Department of Finance (DOF) data.

Development Plan

Table A-3 shows the estimated land use development plan and the estimated absorption schedule for the residential subdivision.

REVISED FISCAL IMPACT SUMMARIES

Table B-1 summarizes the City’s projected General Fund revenues and expenditures for the project for fiscal years ending 2004 through 2010, assuming the General Plan service levels. FY 2003–04 represents the first year of the analysis, and 2010 the last year of development. Under the higher General Plan citywide service levels for police and fire protection, new development is projected to generate continuous annual fiscal deficits ranging from approximately \$500 in 2006 to approximately \$98,100 in 2010.

As shown on **Table B-2**, on a dwelling-unit basis, the annual fiscal deficits range from approximately \$10 in 2006 to approximately \$220 in 2010 on a 2003 constant-dollar basis. The increase in the annual deficit amount is because of the impact of the real property transfer tax revenues that drop significantly after the initial year of construction, i.e., 2006.

MITIGATION MEASURES

Fiscal mitigation measures are required for the Highlands subdivision to generate adequate revenues to meet the costs of providing City services under the General Plan service levels. Possible funding mechanisms include a one-time fee from new development to fund a portion of service costs or an ongoing Mello-Roos Community Facilities District (CFD) to fund eligible services related to future development. A combination of mitigation measures may be used to reduce this deficit.

As shown on **Table B-3**, if a one-time building permit fee was collected for each dwelling unit to offset the fiscal deficits of the General Fund for the 2003–10 period, the

fee would amount to approximately \$650 per dwelling unit. The operating revenues produced by this mitigation measure, however, are finite. When the last dwelling unit is built, the one-time service impact fee revenues stop, leaving the cost of the increased operating service levels unfunded.

As shown on **Table B-2**, if an ongoing Mello-Roos CFD was formed to fund eligible services, the maximum annual special tax would amount to approximately **\$225 per dwelling unit**. While this operational revenue source would be permanent, it also would create a higher tax burden for residents in the newly developing areas of the City that is not paid by the existing City residents. In addition, the Mello-Roos CFD revenues would not fund the portion of the increased police and fire protection service levels that would be needed to bring the existing population of the City up to the General Plan service levels.

If the City implemented a citywide funding mechanism to fund the higher General Plan service levels for the existing City residents, the separate special taxes imposed on new development could be reduced to avoid double charging the new City residents.

Another fiscal mitigation alternative available to the City could protect the General Fund for a defined time period while creating an annual special tax on the residents of the development. A one-time building permit fee of **\$4,500 per unit** would fund the \$225 annual General Fund deficit per residential unit, as shown on **Table B-2**, under the General Plan service levels for a 20-year period. A second variation of the one-time building permit fee concept is to levy a per-unit fee that enables the City to fund the projected operating shortfall through interest earnings on the total cumulative funds. Assuming that the City could earn approximately 4 percent annually on the total cumulative funds, approximately \$2,500,000 would be funded through the 443 units at a cost of **\$5,643 per unit**.



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APPENDIX A

Table A-1	Land Use Development Plan	A-1
Table A-2	Land Use Assumptions	A-2
Table A-3	Development Schedule	A-3

Table A-1
 City of Winters
 Fiscal Impact Analysis
 Winters Highlands
 Land Use Development Plan

Land Use	Buildout Acreage	Buildout Dwelling Units	Buildout Est of Sq. Ft.
Residential:			
Single-Family Low Density	NA	39	--
Single-Family Medium Denisty	49.5	221	--
Single-Family Med.-High Denisty	n.a	113	--
Multifamily High Density (affordable housing)	--	--	--
- Very Low Income (6%)	2.0	30	--
Affordable Housing - Low to Moderate Income (9%)	NA	40	--
Subtotal Residential	51.5	443.0	0.0
Nonresidential:			
Business Park	0.0	--	--
Village Commercial	0.0	--	--
Commercial	0.0	--	--
not used	0.0	--	--
not used	0.0	--	--
Subtotal Nonresidential	0.0		0
Public and Other Use:			
Schools	0.0	--	--
Parks	10.6	--	--
Well Site	0.2	--	--
not used	0.0	--	--
Open Space/Wetlands	7.4	--	--
not used	0.0	--	--
Major Street Right-of-Way	32.8	--	--
Subtotal Public Use	51.1		
Total	102.6	443.0	0.0

"land_use_plan"

Source: City of Winters Revised Environmental Checklist & Initial Study, Granite Bay Holdings, and EPS

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**Table A-2
City of Winters
Fiscal Impact Analysis
Winters Highlands
Land Use Assumptions**

Land Use	Descriptive Units	Units per Acre	Secured Value	Unsecured	Turnover Rate	Persons per DU	Sq. Ft. per Employee	Vacancy Rate
			Per Unit [1]	Val. per Unit [1]				
Single-Family Low Density	dwelling unit	--	\$450,000	\$0	10.0%	3.20	0	3.0%
Single-Family Medium Density	dwelling unit	--	\$392,000	\$0	10.0%	3.20	0	3.0%
Single-Family Med.-High Density	dwelling unit	--	\$325,000	\$0	10.0%	3.20	0	3.0%
Multifamily High Density (affordable housing)	dwelling unit	--	\$150,000	\$0	5.0%	2.00	0	5.0%
Affordable Housing - Low to Moderate Income (9%)	dwelling unit	--	\$258,000	\$0	10.0%	3.20	0	3.0%
Not Used	square feet	--	\$0	\$0	5.0%	0.00	300	7.5%
Not Used	square feet	--	\$0	\$0	5.0%	0.00	350	7.5%
Not Used	square feet	--	\$0	\$0	5.0%	0.00	500	3.5%
Not Used	square feet	--	\$0	\$0	0.0%	0.00	300	7.5%
Not Used	courses	--	\$0	\$0	0.0%	0.00	30	7.5%
Not Used	--	--	\$0	\$0	0.0%	0.00	0	NA
Not Used	--	--	\$0	\$0	0.0%	0.00	0	0.0%

"Land_Use_Assumptions"

Source: City of Winters, SACOG, Granite Bay Holdings, and EPS

[1] Assumes that the value per unit is for fiscal year 2002-2003.

Table A-3
 City of Winters
 Fiscal Impact Analysis
 Winters Highlands
 Development Schedule

Land Use	Total	Fiscal Year Ending							
		2003	2004	2005	2006	2007	2008	2009	2010
Single-Family Low Density (units)	39	0	0	0	39	0	0	0	0
Single-Family Medium Denisty (units)	221	0	0	0	30	63	28	56	44
Single-Family Med.-High Denisty (units)	113	0	0	0	0	59	27	27	0
Affordable Housing - Low to Moderate Income (9%) (units)	40	0	0	0	8	10	10	6	6
Multifamily High Density (affordable housing) (units)	30	0	0	0	0	30	0	0	0
Total Annual Residential Units (Phases I though V)	443	0	0	0	77	162	65	89	50
Business Park (sq. ft.)	0	0	0	0	0	0	0	0	0
Village Commercial (sq. ft.)	0	0	0	0	0	0	0	0	0
Commercial (sq. ft.)	0	0	0	0	0	0	0	0	0
not used (sq. ft.)	0	0	0	0	0	0	0	0	0
not used (course)	0	0	0	0	0	0	0	0	0
Park (acres)	10.6	10.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Cumulative Development Schedule									
Single-Family Low Density (units)	39	0	0	0	39	39	39	39	39
Single-Family Medium Denisty (units)	221	0	0	0	30	93	121	177	221
Single-Family Med.-High Denisty (units)	113	0	0	0	0	59	86	113	113
Multifamily High Density (affordable housing) (units)	40	0	0	0	8	18	28	34	40
Affordable Housing - Low to Moderate Income (9%) (units)	30	0	0	0	0	30	30	30	30
Total Residential Units	443	0	0	0	77	239	304	393	443
Business Park (sq. ft.)	0	0	0	0	0	0	0	0	0
Village Commercial (sq. ft.)	0	0	0	0	0	0	0	0	0
Commercial (sq. ft.)	0	0	0	0	0	0	0	0	0
not used (sq. ft.)	0	0	0	0	0	0	0	0	0
not used (course)	0	0	0	0	0	0	0	0	0
Park (acres)	10.6	10.6	10.6	10.6	10.6	10.6	10.6	10.6	10.6

"dev_schedule"

Source: City of Winters Revised Environmental Checklist & Initial Study, Granite Bay Holdings, and EPS

A-3



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APPENDIX B

Table B-1	Annual Fiscal Impact Summary—by Fund/Category	B-1
Table B-2	Annual Fiscal Impact Summary	B-2
Table B-3	Summary of Fee Analysis to Finance General Fund Expenses for the Winters Highlands Subdivision	B-3

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Table B-1
 City of Winters
 Fiscal Impact Analysis
 Winters Highlands
 Annual Fiscal Impact Summary -- By Fund/Category (Constant 2002-03 dollars)

General Plan Service Level

ITEM	Fiscal Year Ending							
	2003	2004	2005	2006	2007	2008	2009	2010
General Fund Revenues								
Property Tax - City General	\$0	\$0	\$0	\$57,246	\$156,149	\$193,688	\$250,764	\$282,025
Real Property Transfer Tax	\$0	\$0	\$0	\$16,616	\$30,650	\$15,899	\$22,913	\$17,214
Sales and Use Tax	\$0	\$0	\$0	\$9,304	\$29,219	\$36,882	\$47,829	\$53,873
Franchise Taxes	\$0	\$0	\$0	\$3,640	\$11,425	\$14,414	\$18,682	\$21,031
Utility Users Tax	\$0	\$0	\$0	\$9,328	\$29,278	\$36,936	\$47,872	\$53,891
Municipal Services Tax	\$0	\$0	\$0	\$9,240	\$28,680	\$36,420	\$47,100	\$53,100
Business Licenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Motor Vehicle in Lieu	\$0	\$0	\$0	\$12,316	\$38,655	\$48,766	\$63,204	\$71,152
Fines and Forfeitures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Cost Allocation Charges	\$0	\$0	\$0	\$27,464	\$86,197	\$108,744	\$140,941	\$158,663
Rents and Concessions	\$0	\$0	\$0	\$888	\$2,786	\$3,515	\$4,556	\$5,129
Other Revenue	\$0	\$0	\$0	\$958	\$3,006	\$3,792	\$4,915	\$5,533
Citywide Assessment Fund	\$0	\$0	\$0	\$0	\$6,353	\$19,718	\$25,039	\$32,381
Total General Fund Revenues	\$0	\$0	\$0	\$147,001	\$422,397	\$518,773	\$673,812	\$753,990
General Fund Expenditures								
City Council	\$0	\$0	\$0	\$1,548	\$4,859	\$6,130	\$7,946	\$8,945
City Manager	\$0	\$0	\$0	\$4,504	\$14,135	\$17,833	\$23,113	\$26,019
Contingency Appropriation	\$0	\$0	\$0	\$8,252	\$25,899	\$32,674	\$42,348	\$47,673
City Clerk	\$0	\$0	\$0	\$218	\$684	\$862	\$1,118	\$1,258
City Attorney	\$0	\$0	\$0	\$559	\$1,754	\$2,213	\$2,868	\$3,228
Finance and Treasurer	\$0	\$0	\$0	\$4,780	\$15,002	\$18,926	\$24,530	\$27,614
Police Services	\$0	\$0	\$0	\$56,077	\$175,998	\$222,034	\$287,773	\$323,958
Fire Services	\$0	\$0	\$0	\$36,689	\$115,149	\$145,269	\$188,280	\$211,954
Comm. Development & Building Insp.	\$0	\$0	\$0	\$724	\$2,273	\$2,867	\$3,716	\$4,183
Public Works - Admin and Engineering	\$0	\$0	\$0	\$17,376	\$54,536	\$68,801	\$89,172	\$100,384
Building Maintenance	\$0	\$0	\$0	\$308	\$966	\$1,219	\$1,580	\$1,778
Recreation	\$0	\$0	\$0	\$3,958	\$12,424	\$15,673	\$20,314	\$22,868
Administrative Services	\$0	\$0	\$0	\$5,224	\$16,395	\$20,684	\$26,807	\$30,178
City Wide Assessment Fund No. 211	\$0	\$0	\$0	\$7,282	\$22,855	\$28,833	\$37,369	\$42,068
Total General Fund Expenses	\$0	\$0	\$0	\$147,500	\$462,930	\$584,019	\$756,933	\$852,110
General Fund Operating Surplus (Def.)	\$0	\$0	\$0	(\$499)	(\$40,533)	(\$65,247)	(\$83,121)	(\$98,120)

summary

B-1

DRAFT

Table B-2
City of Winters
Fiscal Impact Analysis
Winters Highlands
Annual Fiscal Impact Summary (Constant 2002-03 Dollars)

General Plan Service
Level

ITEM	Fiscal Year Ending								
	2003	2004	2005	2006	2007	2008	2009	2010	
GENERAL FUND									
Total Revenue	\$0	\$0	\$0	\$147,001	\$422,397	\$518,773	\$673,812	\$753,990	
Total Expenditure	\$0	\$0	\$0	(\$147,500)	(\$462,930)	(\$584,019)	(\$756,933)	(\$852,110)	
Operating Surplus (Deficit)	\$0	\$0	\$0	(\$499)	(\$40,533)	(\$65,247)	(\$83,121)	(\$98,120)	

Total Annual Operating
Surplus (Deficit) 2003 - 2010 (\$287,519)

**SUMMARY FIGURES ON A
PER-DWELLING-UNIT BASIS**

Est. Cumulative New Dwelling Units 0 0 0 77 239 304 393 443

GENERAL FUND

Total Revenue	\$0	\$0	\$0	\$1,909	\$1,767	\$1,709	\$1,717	\$1,704
Total Expenditure	\$0	\$0	\$0	(\$1,916)	(\$1,937)	(\$1,924)	(\$1,928)	(\$1,926)
Operating Surplus (Deficit)	\$0	\$0	\$0	(\$6)	(\$170)	(\$215)	(\$212)	(\$222)

Total Operating Surplus (Deficit)
FY 2003 - 2010 (\$650)

summary2

B-2

Table B-3
 City of Winters
 Fiscal Impact Analysis
 Summary of Fee Analysis to Finance General Fund Expenses for the
 Winters Highlands Subdivision

General Plan Service
 Level

ITEM	Total	Fiscal Year Ending							
		2003	2004	2005	2006	2007	2008	2009	2010
Population - Estimated Growth	1,368	0	0	0	237	743	938	1,215	1,368
Households - Estimated Growth	443	0	0	0	77	239	304	393	443
Per Capita Fund Deficit									
General Fund Services		\$0.00	\$0.00	\$0.00	(\$2.11)	(\$54.54)	(\$69.59)	(\$68.40)	(\$71.73)
Total Annual per Capita All Funds		\$0.00	\$0.00	\$0.00	(\$2.11)	(\$54.54)	(\$69.59)	(\$68.40)	(\$71.73)
Annual Deficit by Fund									
General Fund Services	(\$287,519)	\$0	\$0	\$0	(\$499)	(\$40,533)	(\$65,247)	(\$83,121)	(\$98,120)
Annual Deficit by Fund	(\$287,519)	\$0	\$0	\$0	(\$499)	(\$40,533)	(\$65,247)	(\$83,121)	(\$98,120)

One-Time Fee per Dwelling Unit to Fund Deficit

General Fund Services \$650 Calculated by taking General Fund Total Deficit and dividing by number of units through 2010

Total One-Time Fee per Dwelling Unit

\$650

Summary Cashflow All Funds - Constant \$'s

Beginning Balance		\$0	\$0	\$0	\$0	\$49,532	\$114,261	\$90,924	\$65,632
Fee Revenues		\$0	\$0	\$0	\$50,031	\$105,261	\$41,909	\$57,829	\$32,488
Deficit Expenses		\$0	\$0	\$0	(\$499)	(\$40,533)	(\$65,247)	(\$83,121)	(\$98,120)
Ending Balance		\$0	\$0	\$0	\$49,532	\$114,261	\$90,924	\$65,632	\$0

Summary Cashflow All Funds - Inflated \$'s

Beginning Balance		\$0	\$0	\$0	\$0	\$54,918	\$131,117	\$107,989	\$80,678
Fee Revenues	3.5% Inflation	\$0	\$0	\$0	\$55,471	\$120,789	\$49,775	\$71,086	\$41,334
Deficit Expenses	3.5% Inflation	\$0	\$0	\$0	(\$553)	(\$46,512)	(\$77,492)	(\$102,176)	(\$124,836)
Interest Revenue	3.5% Interest	\$0	\$0	\$0	\$0	\$1,922	\$4,589	\$3,780	\$2,824
Ending Balance		\$0	\$0	\$0	\$54,918	\$131,117	\$107,989	\$80,678	\$0

See_summary

Name (print) Susan DeLoD
Address 1123 W. Grant Ave City Winters State CA ZIP 95694
Phone (530) 795-4069 E-mail

Comments When does construction begin? What are the price ranges going to be? We own TOMAT'S restaurant on corner of Hwy 123/valley oak pkwy and we are very excited for the new neighborhood!

WINTERS

A Collaborative Plan for a New Neighborhood in Winters



We are very interested in hearing your thoughts regarding our plan. Please take just a moment to share your comments or questions with us.

- I support the Winters Highlands Collaborative Plan, which will create a fitting neighborhood in Winters, and will generate funds to help our city meet its challenges.
- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print) Bob Mabce
Address 807 Railroad Ave City Winters State CA ZIP 95694
Phone E-mail

Comments I support the open space (PARK) AND the Public SAFETY building (BOTH AT NO COST TO TAXPAYERS)!



Winters Highlands Collaborative Plan - Public Comment



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(530) 504-4992 • info@winters-highlands.com

Name (print) Patrick VanDyke

Address 611 First St.

City Winters State CA ZIP 95704

Phone

E-mail pavandyke@ucdavis.edu

Comments

way too many small lots. Not nearly enough diversity of lot sizes. I hope you plan to offer an abundance of elevations + plans.

520

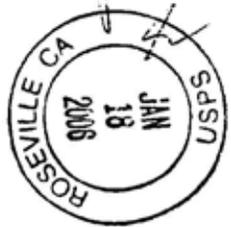


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WINTERS HIGHLANDS



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(530) 504-4992 • info@winters-highlands.com

Name (print)

Address

City

State

ZIP

Phone

E-mail

Comments

WINTERS HIGHLANDS

Collaborative Plan for City of Winters, CA



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- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print)

CLEM & STEPHANIE NEGRI

Address

P.O. Box 1181

City

State

ZIP 95691

Phone

530 755 0600

E-mail

WHS3COMTEG@earthlink.com

Comments

We have seen about a dozen who are helping to assist in the creation of neighborhoods. All the while paying attention to the small town principles. As far as we can tell this is the best that

WINTERS HIGHLANDS



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- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print) Edward Cuchahual

Address 119 Main St

City Winters State CA ZIP 95694

Phone 530 795 0132

E-mail EDC@VintagePaving.com

Comments

WINTERS HIGHLANDS



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- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print) ER BOB SCHAFER

Address 602 RAILROAD AVE

City WINTERS State CA ZIP 95694

Phone 530 795 4500 Tue, Thur, Sat

E-mail BOBCHAUDRY@HOTMAIL.COM

Comments I would like to invest in phase one do you have any investment plans?



We are very interested in hearing your thoughts regarding our plan. Please take just a moment to share your comments or questions with us.

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- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print) ALFRED J. GRAF & KAY M. GRAF
 Address P.O. Box 653 450 RUSSELL ST. City WINTERS State CA ZIP 95694
 Phone _____ E-mail _____

Comments ~~MY~~ ^{OUR} SUPPORT IS CONTINGENT UPON YOUR RECOGNITION & NEED FOR PROTECTING DRY CREEK FROM FURTHER EROSION. A FUND FOR THIS PROJECT WOULD BE A GREAT ENHANCEMENT.
 agl

WINTERS HIGHLANDS



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- I have a question/comment. Please call me.

(530) 504-4992 • info@winters-highlands.com

Name (print) Tim Ireland, The Ireland Agency, Real Estate & Insurance
 Address 26 Main St City Winters State CA ZIP 95694
 Phone 530 795 4531 E-mail irelandagency@yahoo.com

Comments After reviewing the Winters Highlands FACT BOOK I feel that your project is well planned and beneficial to the City of Winters. I would encourage that your company try to utilize local business's to help you complete and market your project.
 Tim Ireland

COMMENTS ON WINTERS HIGHLANDS PROJECT

From: Jeff TenPas, 24 East Main St., Winters
Feb. 27, 2006

My compliments to the Staff and Commission on much good work and bringing about many improvements in the proposal. I'd like to cite particularly:

- The reservation of lots for local builders,
- Energy efficiency provisions,
- Bike ways and parks, and
- An attempt to mitigate for fiscal impact.

COMMENT ON DEVELOPMENT RATE

Too much development is coming to Winters too fast. The annual rate of growth will be about 6%, even without other developments already in the pipeline. California is a fast growing state with a 1.5% growth rate, and here we go at 6%. If approved, Winters will put on about 26 years of growth in six years, and will we stop for the next 20?

This type of growth is not consistent with keeping Winters current small town character. All housing and no jobs is going to turn Winters into just another suburb.

My view is that development of a town should come from within and be of benefit to the town. I suppose there are several years of labor in a house. Four hundred houses could provide 800 years of labor and a lot of jobs for Winters for years. Real estate offices, mortgage companies, hardware stores, architects, and local builders could all benefit, but won't. A town's people should benefit by its development, but won't.

COMMENTS ON FISCAL IMPACT

(Let me say first that I understand something about fiscal analysis. I have a BBA in Accounting from the University of Wisconsin. Much to the point, I have worked in a nonprofit company in the business of setting up endowment funds for operation of public projects.)

The General Plan requires fiscal neutrality from development, and the Highlands Project and Development Agreement as proposed fail to provide that fiscal neutrality. The development as proposed is not consistent with the General Plan.

The Fiscal Impact Analysis is flawed in several respects:

- a. The analysis in Table B-1 ends with the final year of construction, and should continue to later years to show the rest of the story.

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- b. In the final year of the analysis given us, new home sales and their real property transfer taxes are still a factor in the revenues. The next year (which isn't shown) new sales would be over, and transfer taxes from resales will be a fraction of taxes from initial sales.
- c. According to the assumptions in the fiscal impact analysis, new residents of Winters will be spending \$3560 per man, woman, and child in Winters. **How could any family of four spend \$14,240 per year in Winters, that's \$274 per week?** Do you buy that? Probably half of the sales tax collected in Winters is from non residents – think Buckhorn, Lake Berryessa traffic, I505 traffic, weekend visitors. The sales tax revenues attributed to new residents in the analysis are grossly overestimated.
- d. **Most importantly the fiscal impact analysis ignores inflation** and the way inflation will eat into the fund set aside to make a stream of payments. The salaries and expenses of providing police and fire protection will rise at the rate of inflation, on average over 3% per year. The fund needs to grow at 3% per year to keep up with inflation. The analysis assumes quite correctly that we can earn about 4% per year. That leaves 1% to withdraw each year. **One percent of the estimated \$2,500,000 fund in 2010 is \$25,000, not nearly enough to cover the \$98,000 negative fiscal impact in 2010. It would take a \$10 million fund to mitigate for the negative impact in the long term. Or a Mello-Roos District with a fee that grew at the rate of inflation.**
- e. The Development Agreement provides for adjustment in the funding according to an adjustment formula in **Exhibit H to the Development Agreement, which is not included in the packet.** Under the circumstances, the public cannot review the affects of the adjustment formula. I would be leery of the formula given the gaps in the fiscal analysis. My fear would be that it provides for adjustments favorable to the developer, but does not provide for an inflationary adjustment for the city.

The developer's proposed contributions to schools, a pool, and public facilities seem generous. But are they? We should not judge the deal in comparison to past development agreements where maybe we did not get what we should have. The question is whether this development does or does not have a negative fiscal impact on the City. The fiscal analysis clearly does not show the impact will be neutral, or how it could be neutral given the affects of inflation.

There are several better paths to follow for growth in Winters, first to get industrial development, and second to do the infill and redevelopment of the downtown area. We can wait for residential until it at least pays for itself.

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