

**CITY OF WINTERS SPECIAL PLANNING COMMISSION AGENDA**

**Thursday, June 11, 2015 @ 6:30 PM**

City of Winters Council Chambers

318 First Street

Winters, CA 95694-1923

Community Development Department

Contact Phone Number (530) 794-6713

Email: [jenna.moser@cityofwinters.org](mailto:jenna.moser@cityofwinters.org)

Chairman: Bill Biasi

Vice Chairman: Kate Frazier

Commissioners: Dave Adams, Lisa Baker, Paul Myer, Luis Reyes, Patrick Riley

City Manager: John W. Donlevy, Jr.

Mgmt. Analyst: Jenna Moser

**I CALL TO ORDER**

**II ROLL CALL & PLEDGE OF ALLEGIANCE**

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

**IV CONSENT ITEM**

**V STAFF/COMMISSION REPORTS**

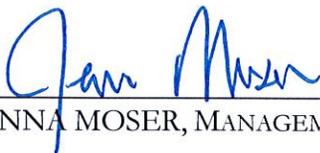
**VI DISCUSSION ITEMS:**

- A. Winters Pacific Gas and Electric (PG&E) Gas Operations Technical Training Center - The Planning Commission is conducting a public hearing to solicit comments regarding a planning application for EIR Certification, various General Plan Amendments, General Plan Policy Interpretation, various Rezonings and Zone Text Amendments, Development Agreement, Conditional Use Permit, Site Plan/Design Review/Sign Permit, Parcel Map and Mapping Items by Separate Instruments, and Amendments to the 2008 Winters Storm Drain Master Plan as required for the development of the Gas Operations Technical Training Center. The Planning Commission will make recommendations to the City Council for Final Action.

**VII COMMISSION/STAFF COMMENTS**

**VIII ADJOURNMENT**

**POSTING OF AGENDA:** PURSUANT TO GOVERNMENT CODE § 54954.2, THE COMMUNITY DEVELOPMENT MANAGEMENT ANALYST POSTED THE AGENDA FOR THIS MEETING ON JUNE 4, 2015



JENNA MOSER, MANAGEMENT ANALYST, PLANNING – GIS

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

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

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

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

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

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

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

**THE COUNCIL CHAMBER IS WHEELCHAIR ACCESSIBLE**



**PLANNING COMMISSION  
STAFF REPORT**

**TO:** Chairman and Planning Commissioners

**DATE:** June 11, 2015

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

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

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**SUMMARY OF PROJECT**

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

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

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

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

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

## STAFF RECOMMENDATION

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

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

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

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

## BACKGROUND

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

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

number of site design and operational changes were made.

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

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

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

## **DETAILED DESCRIPTION OF THE TRAINING CENTER**

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

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

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

### **Site Plan**

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

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

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

### **Architecture and Landscaping**

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

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

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

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

## **Access and Circulation**

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

## **Other Improvements**

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

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

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

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

## **Other Entitlements**

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

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

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

## **STAFF ANALYSIS**

### **Land Use and Zoning**

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

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

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

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

### **Conditional Use Permit**

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

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

### **Site Plan/Design Review**

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

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

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

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

### **Signage**

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

### **Parking**

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

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

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

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

### **Landscaping and Fencing**

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

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

### **Lighting**

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

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

### **Storm Drainage**

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

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

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

### **Other Infrastructure**

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

### **Parcel Map and Other Mapping Items**

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

### **Traffic and Circulation**

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

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

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

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

## **CEQA CLEARANCE**

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

### **Aesthetics**

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

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

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

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

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

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

## **Biological Resources**

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

## **RECOMMENDED PLANNING COMMISSION ACTIONS**

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

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

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

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

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

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

## **ATTACHMENTS**

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

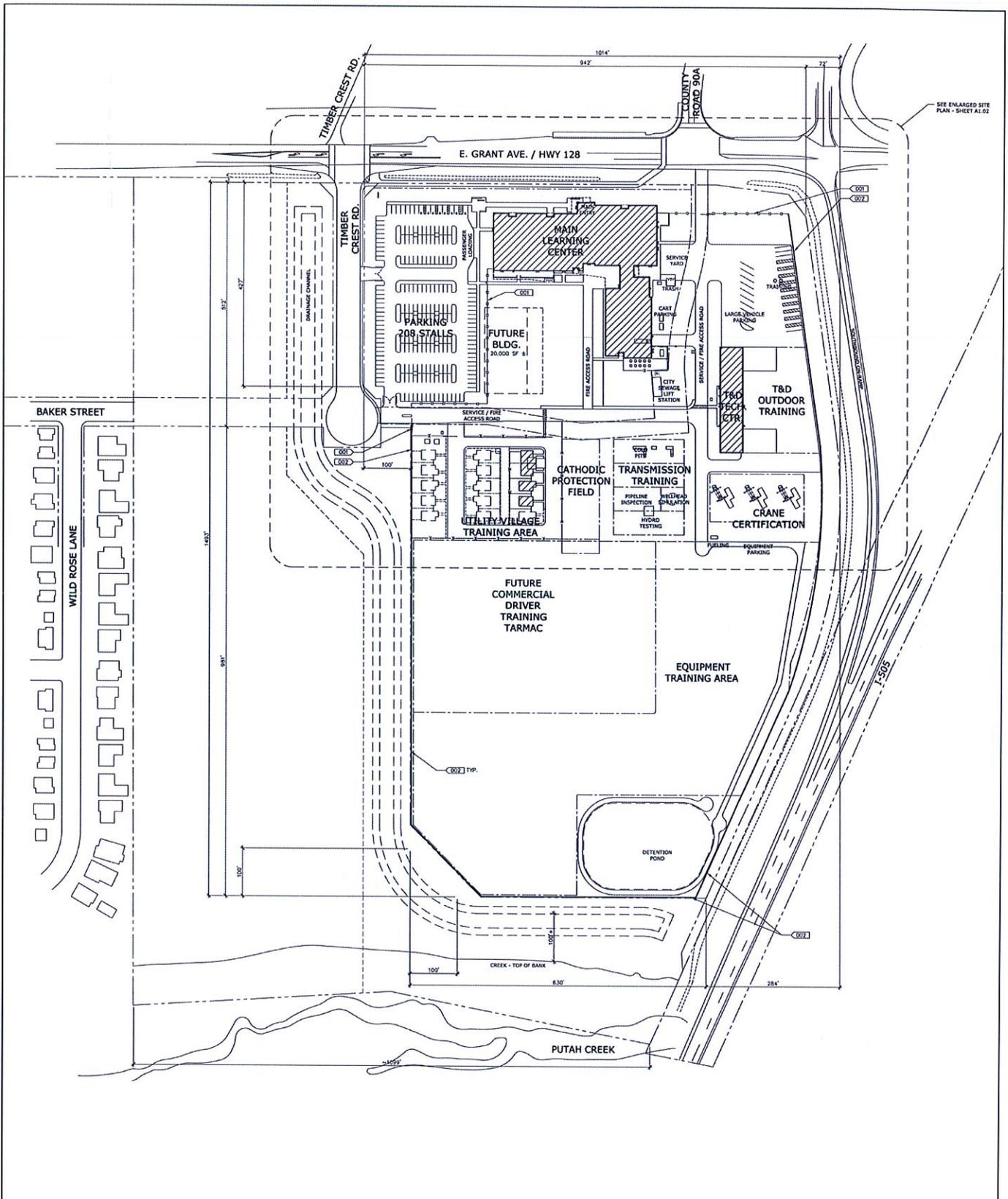


Figure 3-2

Project Site



ATTACHMENT 2



SEE ENLARGED SITE PLAN - SHEET A1.02

Source: Received from Dreyfuss & Blackford Architects in 2014

X14010044 01 005

Exhibit 3-8

Proposed Site Plan





OVERALL SITE - LANDSCAPE PLAN

KEY

- 1 Path
- 2 Mustering Area Node
- 3 Parking Area
- 4 Entry Area
- 5 Screen Buffer Planting
- 6 Hydroseeded Area (Future Building)
- 7 Gated Entry
- 8 Gravel Area
- 9 Existing Ped. Cross Walk
- 10 Shade Shelter
- 11 Flag Pole

LANDSCAPE LEGEND

- Specimen Trees
- Accent Trees
- Riparian Trees
- Flowering Accent Trees
- Parking Lot/Screening Trees
- Evergreen Trees
- Existing Trees to Remain

LANDSCAPE AREAS: Total Acreage= 3.1 acres, 10.4% of Site

Interior Landscape Areas

SWALE SEED MIX: Total Acreage= 0.6 acres, 2% of Site



NATIVE SEED: Total Acreage= 7.2 acres, 24.3% of Site



PAVED AREAS: Total Acreage= 13.7 acres, 46.2% of Site

- Gravel Area
- Pathways
- Roadways

BUILDINGS: Total Acreage= 2 acres, 6.8% of Site

Building footprint

TOTAL SITE AREA: 29.6 acres net



GAS OPERATIONS TECHNICAL TRAINING CENTER

Design & Planning Review  
11 June 2015

DREYFUSS & BLACKFORD ARCHITECTS



LEARNING CENTER - FRONT ENTRANCE



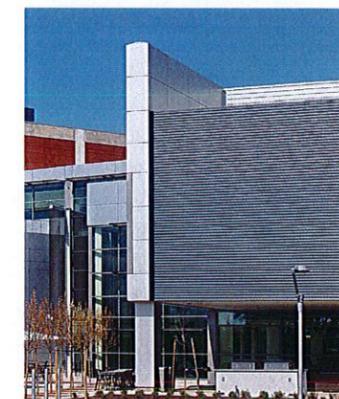
LEARNING CENTER  
ZINCALUME - CLEAR



ORNAMENTAL  
FENCING EXAMPLE



LEARNING CENTER  
EXTERIOR VISION GLAZING  
CLEAR



CORRUGATED  
METAL EXAMPLE



LEARNING CENTER  
AWNING COLOR  
BRILLIANT



LEARNING CENTER  
TEXTURED COATING  
MOODY BLUE



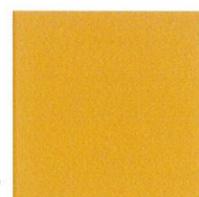
LEARNING CENTER  
TEXTURED COATING  
TRADEWIND



LEARNING CENTER  
TEXTURED COATING  
LIGONIER TAN



LEARNING CENTER  
TEXTURED COATING  
SUMMER WHITE



LEARNING CENTER  
TEXTURED COATING  
BEE



LEARNING CENTER  
TEXTURED COATING  
ZINC DUST



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LEARNING CENTER - NORTH WEST



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LEARNING CENTER - NORTH EAST



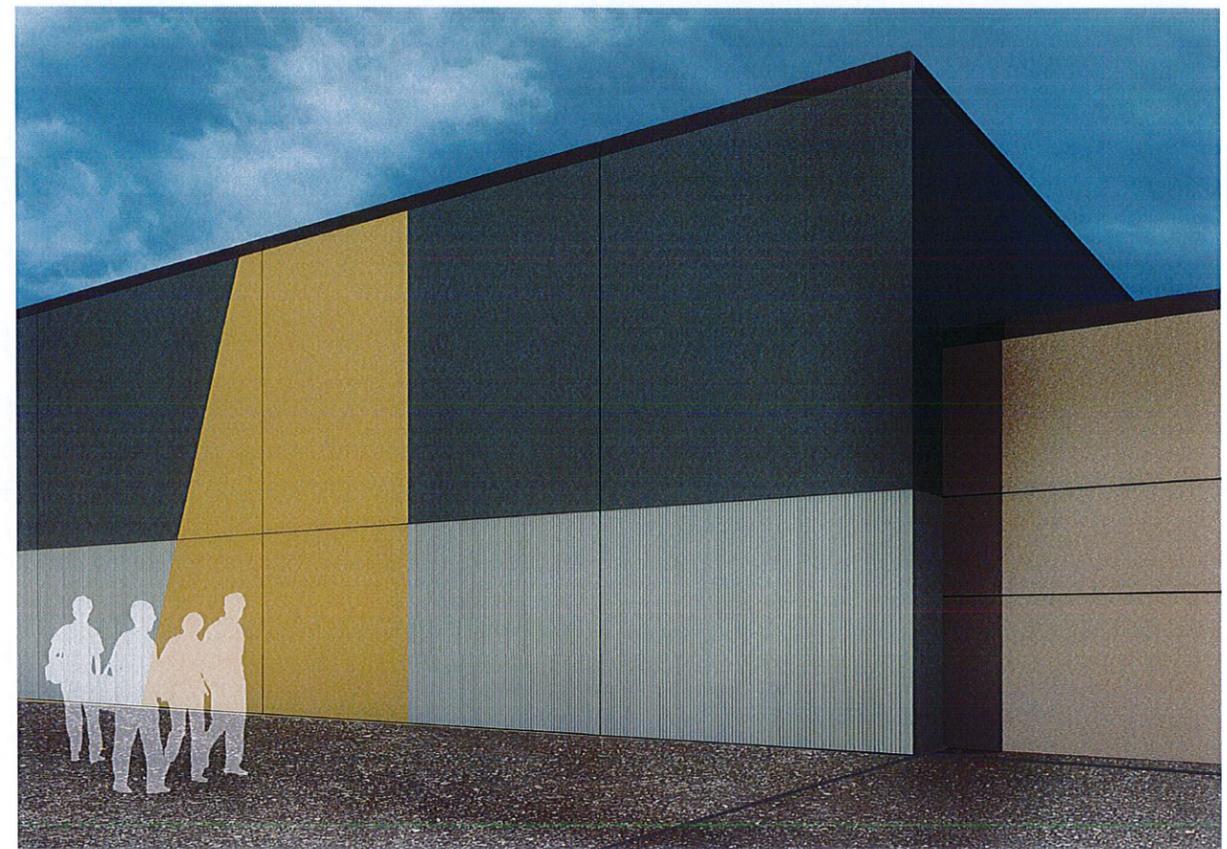
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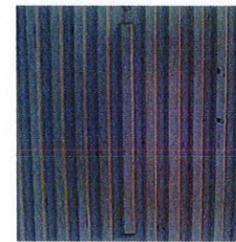
LEARNING CENTER - NORTH EAST DETAIL



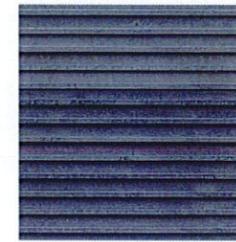
LEARNING CENTER - FLOW LAB DETAIL



LEARNING CENTER - NORTH WEST DETAIL



LEARNING CENTER  
CAST-IN VERTICAL TEXTURE  
(IMAGE FOR TEXTURE ONLY)



LEARNING CENTER  
CAST IN HORIZONTAL TEXTURE  
(IMAGE FOR TEXTURE ONLY)



LEARNING CENTER  
TEXTURED COATING - SAND  
(IMAGE FOR TEXTURE ONLY)



GAS OPERATIONS TECHNICAL  
TRAINING CENTER

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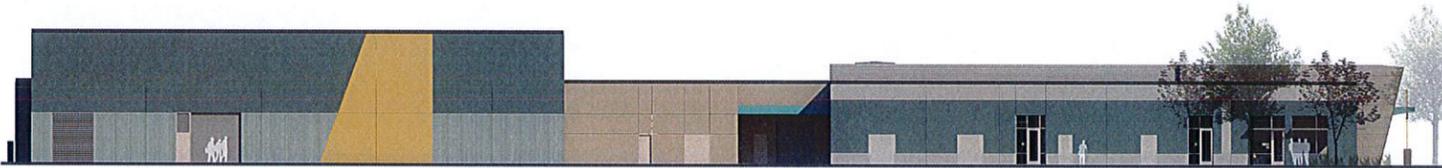
DREYFUSS & BLACKFORD ARCHITECTS



LEARNING CENTER - NORTH ELEVATION



T & D CONSTRUCTION - NORTH ELEVATION



LEARNING CENTER - WEST ELEVATION



T & D CONSTRUCTION - WEST ELEVATION



LEARNING CENTER - SOUTH ELEVATION



T & D CONSTRUCTION - SOUTH ELEVATION



LEARNING CENTER - EAST ELEVATION



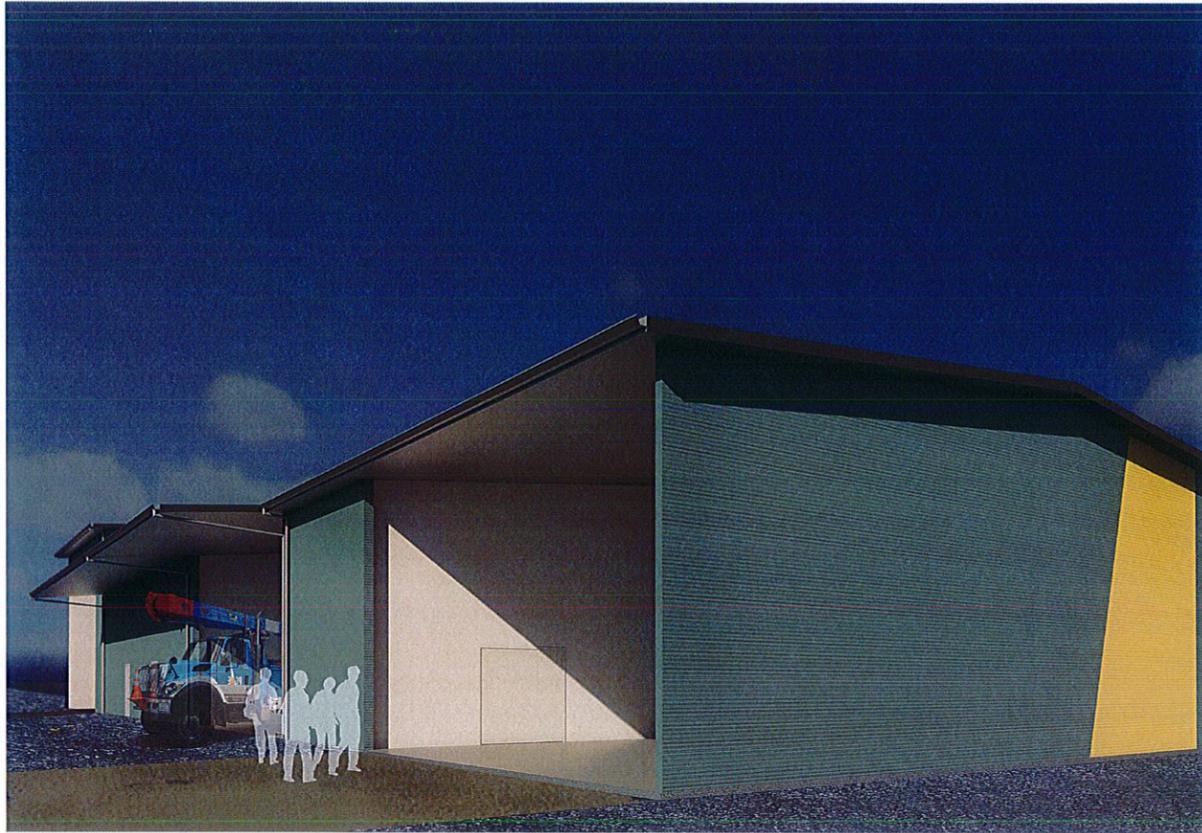
T & D CONSTRUCTION - EAST ELEVATION



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T & D CONSTRUCTION - NORTH EAST



T & D CONSTRUCTION - SOUTH WEST



T & D CONSTRUCTION - ENTRY DETAIL



T & D CONSTRUCTION BUILDING  
PROFILE METAL  
MOODY BLUE



T & D CONSTRUCTION BUILDING  
ACCENT  
BEE



GAS OPERATIONS TECHNICAL  
TRAINING CENTER

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LEARNING CENTER OPTION - NORTH WEST



LEARNING CENTER OPTION - NORTH EAST



LEARNING CENTER OPTION - NORTH ELEVATION

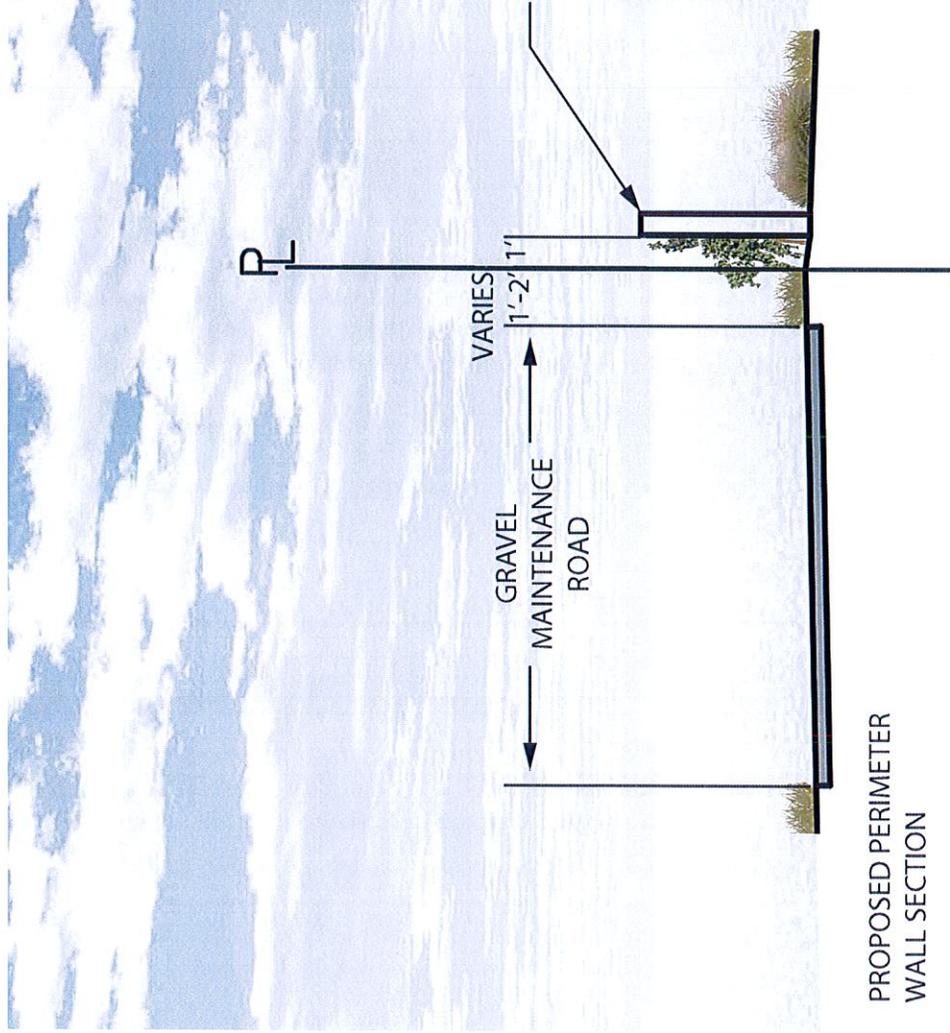


GAS OPERATIONS TECHNICAL  
TRAINING CENTER

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# SOUNDWALL PLANTING EXHIBIT



PROPOSED PERIMETER WALL SECTION



PROPOSED BEVEL CAP

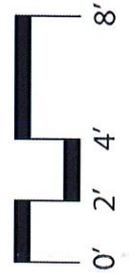


SMOOTH TEXTURED PILASTERS PROPOSED EVERY 100"

7 FOOT TALL PERIMETER WALL



PROPOSED PERIMETER WALL TEXTURE



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

**2013**

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

**2014**

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

**2015**

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

Final EIR (two volumes) provided separately to Commission, and available at [www.cityofwinters.org](http://www.cityofwinters.org)



**Grant Avenue Design Guidelines  
Consistency Checklist**

**Background**

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

**Checklist Process**

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



## Grant Avenue Design Guidelines Consistency Checklist

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



## Grant Avenue Design Guidelines Consistency Checklist

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



**Grant Avenue Design Guidelines  
Consistency Checklist**

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



## Grant Avenue Design Guidelines Consistency Checklist

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



## Grant Avenue Design Guidelines Consistency Checklist

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



## Grant Avenue Design Guidelines Consistency Checklist

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



## Grant Avenue Design Guidelines Consistency Checklist

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



## Grant Avenue Design Guidelines Consistency Checklist

<b>H3</b>	<input checked="" type="checkbox"/>					The buildings will be designed to meet the CalGreen code requirements while maximizing the use of recycled content and regionally sourced materials.
<b>Comments:</b>						
<b>H4</b>	<input checked="" type="checkbox"/>			Indoor environmental quality		The buildings and structures will be designed to meet CalGreen code requirements including low emitting materials, providing daylighting and views for occupants, and allowing individual control of lighting and comfort systems within the building.
<b>Comments:</b>						

**RESOLUTION NO. 2015- 27****RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
ADOPTING CEQA FINDINGS OF FACT; ADOPTING A MITIGATION MONITORING  
PLAN; AND CERTIFYING THE FINAL ENVIRONMENTAL IMPACT REPORT FOR  
THE WINTERS PG&E GAS OPERATIONS TECHNICAL TRAINING CENTER**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

AYES:

NOES:

ABSTAIN:

ABSENT:

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Cecelia Aguiar-Curry, Mayor

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Nanci G. Mills, City Clerk

Exhibits Attached:

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

**CEQA FINDINGS OF FACT**

for the

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

July 21, 2015

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## I. RECORD OF PROCEEDINGS

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

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

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

## II. FINDINGS REQUIRED UNDER CEQA

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

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

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

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

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

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

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

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

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

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

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

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

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

### **III. LEGAL EFFECT OF FINDINGS**

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

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

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

### **V. SIGNIFICANT ADVERSE IMPACTS AND MITIGATION MEASURES**

#### **A. Impacts Found to be Less Than Significant**

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

#### **4.1 Aesthetics**

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

#### **4.2 Agricultural and Forestry Resources**

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

#### 4.3 Air Quality

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

#### 4.4 Biological Resources

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

#### 4.5 Cultural Resources

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

#### 4.6 Geology, Soils, and Hazards

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

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

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

#### 4.7 Greenhouse Gas Emissions

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

#### 4.8 Land Use, Planning, Population, and Housing

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

#### 4.9 Noise

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

#### 4.10 Public Services and Recreation

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

#### 4.11 Transportation and Circulation

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

#### 4.12 Utilities, Hydrology, and Water Quality

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

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

**B. Impacts Found to be Less Than Significant After Mitigation**

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

**Mitigation Measure:**

**MM 4.1-2**

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

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

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

### **Level of Significance After Mitigation:**

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

### **Findings:**

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

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

### **Mitigation Measure:**

#### **MM 4.4-1a**

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

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

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

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

#### **MM 4.4-1b**

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

#### **Level of Significance After Mitigation:**

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

#### **Findings:**

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

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

## **Mitigation Measure:**

### **MM 4.4-2a**

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

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

### **MM 4.4-2b**

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

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

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

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

#### **Level of Significance After Mitigation:**

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

## Findings:

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

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

## Mitigation Measure:

### MM 4.4-4

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

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

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

**Level of Significance After Mitigation:**

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

**Findings:**

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

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

**Mitigation Measure:**

**MM 4.5-1**

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

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

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

#### **Level of Significance After Mitigation:**

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

#### **Findings:**

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

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

#### **Mitigation Measure:**

##### **MM 4.5-2**

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

likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.

2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.
  - In the event of discovery, salvage of unearthened fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits.
  - Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting.
  - Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens.
  - Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database.
  - Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection.

#### **Level of Significance After Mitigation:**

Implementation of Mitigation Measure 4.5-2 would reduce impacts associated with paleontological resources to a **less-than-significant (LTS)** level because construction workers and operational personnel would be alerted to the possibility of encountering paleontological resources and professionally accepted and legally compliant procedures for the discovery of paleontological resources would be implemented in the event of a find.

#### **Findings:**

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

7. **4.6 Geology, Soils, and Hazards – Impact 4.6-7:** Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or

accident conditions involving the release of hazardous materials into the environment during construction. Construction activities associated with implementation of the proposed project could result in the release of hazardous materials to the environment through reasonably foreseeable upset and accident conditions.

**Mitigation Measure:**

**MM 4.6-7**

In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.

**Level of Significance After Mitigation:**

Compliance with existing regulations and implementation of Mitigation Measure 4.6-7 would ensure that construction workers and the general public would not be exposed to any unusual or excessive risks related to hazardous materials during construction activities. As such, impacts associated with the exposure of construction workers and the public to hazardous materials during construction activities would be reduced to a **less-than-significant (LTS)** level.

**Findings:**

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

8. **4.6 Geology, Soils, and Hazards – Impact 4.6-8:** Create a significant hazard to the public or the environment through reasonably foreseeable upset and/or accident conditions involving the release of hazardous materials into the environment during operation. Operation of the proposed project would increase the use and transport of

hazardous materials to the project site. Additionally, ongoing ground disturbance during training activities could encounter previously undiscovered hazardous materials. Increased operations at the project site could result in an increased risk of upset and/or accident conditions involving hazardous materials

**Mitigation Measure:**

**MM 4.6-8**

In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.

**Level of Significance After Mitigation:**

Through compliance with federal and state laws setting occupational safety standards, including the emergency preparedness plan identified above, and implementation of Mitigation Measure 4.6-7, the potential for the proposed project to result in a significant hazard to the public or environment during operation would be **less than significant (LTS)**.

**Findings:**

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

9. **4.9 Noise - Impact 4.9-4:** Exposure to increased ambient noise levels during operation. Equipment used during operation of the proposed project would cause an increase in ambient noise levels affecting adjoining existing and planned land uses in excess of standards established in the City's General Plan or noise ordinance.

## **Mitigation Measure:**

### **MM4.9-4 a**

High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.

### **MM 4.9-4b**

Jackhammer training activities shall be conducted only within the T&D area as proposed.

### **MM 4.9-4c**

Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.

## **Level of Significance After Mitigation:**

Implementation of these mitigation measures in conjunction with the seven-foot-high masonry wall that would be constructed as part of the proposed project would reduce project-related noise levels from both individual noise sources and the combined noise generation of multiple noise sources occurring concurrently to levels that meet the City's noise standards. Because this analysis, which included noise modeling, concluded that with the proposed sound wall and mitigation measures identified above, noise from the proposed training activities during the entire period of daily operation would not exceed any of the City's noise thresholds, operation of the proposed project would not create a noise disturbance. As such the proposed hours of operation are permissible under the noise ordinance. Therefore, this impact would be reduced to a **less-than-significant (LTS)** level.

## **Findings:**

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

10. **4.9 Noise - Impact 4.9-5:** Exposure to increased ambient noise levels during construction. Equipment used during construction of the proposed project would cause an increase in ambient noise levels that may exceed noise standards established in the general plan or noise ordinance.

**Mitigation Measure:**

**MM 4.9-5**

All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.

**Level of Significance After Mitigation:**

Implementation of this mitigation measure would provide compliance with the provisions of the City's Noise Ordinance. Therefore, this impact would be reduced to a **less-than-significant (LTS)** level.

**Findings:**

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

11. **Transportation and Circulation – Impact 4.11-2:** Intersection level of service impacts (existing plus approved plus project). Under the existing plus approved plus project scenario, traffic conditions would degrade from LOS D to unacceptable LOS E conditions at the East Grant Avenue (SR 128)/I-505 Southbound Ramps (during the p.m. peak hour). All other intersection would operate acceptably.

**Mitigation Measure:**

**MM 4.11-2**

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

**Level of Significance After Mitigation:**

As the improvements identified above are included as part of the City’s Traffic Impact Fee Program, the contribution of traffic impact fees consistent with the City’s program would be considered adequate mitigation under CEQA. The amount of fees shall be determined based on the size/square footage of facilities to be constructed. Implementation of Mitigation Measure 4.11-2 would reduce this impact to a **less-than-significant (LTS)**. With installation of the signal, this intersection would operate at LOS A during the a.m. peak hour and LOS C during the p.m. peak hour, which would be acceptable based on applicable standards.

**Findings:**

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

- 12. **Transportation and Circulation – Impact 4.11-3:** Intersection level of service impacts (cumulative). Under the cumulative plus project scenario, the East Grant Avenue/Timbercrest Road intersection would operate unacceptably during both the a.m. and p.m. peak periods, with the project exacerbating the delays at this intersection by more than five seconds. All other intersections would operate acceptably.

**Mitigation Measure:**

**MM 4.11-3**

The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.

**Level of Significance After Mitigation:**

Implementation of Mitigation Measure 4.11-3 would reduce this impact to a **less-than-significant (LTS)** level because installation of a signalized intersection would improve the operation of the intersection from LOS F to LOS C (under cumulative conditions) during the a.m. and p.m. peak hours, which would be acceptable based on applicable standards.

**Findings:**

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

13. **Transportation and Circulation – Impact 4.11-7:** Emergency vehicle access impacts. The internal service/fire road would provide adequate emergency vehicle access throughout the project site. For emergency vehicles entering/exiting the project site, two access points would be provided: at a new intersection at East Grant Avenue and Timbercrest Road (to be constructed as part of the project) and at the existing East Grant Avenue/Matsumoto Lane intersection; however, the existing traffic signal at the East Grant Avenue/Matsumoto Lane intersection does not currently have signal indications for northbound traffic.

**Mitigation Measure:**

**MM 4.11-7**

**Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach).** The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement.

**Level of Significance After Mitigation:**

Implementation of Mitigation Measure 4.11-7 would reduce this impact to a **less-than-significant (LTS)** level because acceptable emergency vehicle access would be provided.

**Findings:**

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

14. **Transportation and Circulation – Impact 4.11-8:** Construction-related traffic impacts. Project construction would generate temporary construction worker truck trips, which would use local roadways and may cause lane closures, damage to roadways, and increased conflicts with bicyclists and pedestrians.

**Mitigation measure:**

**MM 4.11-8**

**Develop and implement a Construction Traffic Management Plan.** The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards:

- guidance on the number and size of trucks per day entering and leaving the project site;
- identification of arrival/departure times that would minimize traffic impacts;

- approved truck circulation patterns;
- locations of employee parking and methods to encourage carpooling and use of alternative transportation;
- methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions);
- criteria for use of flaggers and other traffic controls;
- preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas;
- monitoring for roadbed damage and timing for completing repairs; and
- preservation of emergency vehicle access.

#### **Level of Significance After Mitigation:**

Implementation of Mitigation Measure 4.11-8 would reduce this impact to a **less-than-significant (LTS)** level because the potential adverse effects of project construction on local vehicle, bicycle, and pedestrian travel would be substantially reduced through maintenance of existing facilities and appropriate signage/flagging to prevent conflicts.

#### **Findings:**

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

#### **C. Impacts Found to be Significant and Unavoidable**

The proposed project would result in no significant unavoidable environmental impacts.

## **VI. PROJECT ALTERNATIVES**

Although the FEIR concludes that the Project impacts are less than significant or can be mitigated to a level less than significant, the DEIR includes a discussion of alternatives.

As set forth in greater detail in Section 6.3 of the DEIR, this evaluation included an offsite location (Pleasant Creek Gas Storage Field), but this site would require extensive offsite improvements and likely greater impacts to hazards, air quality, greenhouse gas emission, traffic and biological resources. The City also considered an onsite alternative with an east-west orientation, but that option while benefitting the Putah Creek environment, would place the project in greater proximity to residential uses, likely leading to increase noise and land use conflicts.

The FEIR examines evaluates four alternatives: no project-no development; no project-development consistent with the general plan; reduced Project, and offsite alternative (within the

city limits.) These alternatives are examined at length in section 6.4 of the EIR and this discussion and conclusions are incorporated by reference herein.

All impacts from the proposed project would be less-than-significant with implementation of mitigation recommended in this Draft EIR. No residual significant and unavoidable impacts would occur. In almost all environmental issue areas, the No Project, No Development Alternative would be environmentally superior to the proposed project. However, as discussed above, the No Project, No Development Alternative would not be consistent with the General Plan land use designation for the site or policies associated with employment or jobs/housing balance because the project site, which is identified for an employment-generating land use, would not be developed. Further, this alternative would not meet any of the objectives of the applicant or the City.

Consistent with State CEQA Guidelines (CCR Section 15126.6 [e][2]) because the environmentally superior alternative was identified as the No Project Alternative, another environmentally superior alternative shall be identified among the other alternatives. Based on the environmental analysis contained in this Draft EIR, Alternative 3 is considered environmentally superior among the remaining alternatives because it would reduce most of the proposed project's impacts, including aesthetic, air quality, agricultural resources, cultural resources, GHG, noise, public services, transportation, and utilities; and could eliminate the project's significant VELB impacts. While Alternative 3 would meet most of the project applicant's objectives, Alternative 3 would not be able to serve the same student population on an annual basis and, therefore, would not meet long-term training throughput goals for PG&E, and would be contrary to the main goal of consolidating all primary gas training at a main campus. Further, this alternative may be potentially infeasible from a financial perspective because it may require the project applicant to develop another facility in a separate location.

Alternative 2 would not be environmentally superior to the proposed project because it would result in greater biological, cultural, and GHG impacts and potentially significant and unavoidable traffic impacts. Alternative 2 also would not meet the objectives of the project applicant related to the provision of a centrally located gas operations training facility for PG&E.

Alternative 4 would result in potentially greater air quality, public services, transportation, utilities, hydrology, and water quality impacts compared to the proposed project. Additionally, Alternative 4 would not achieve the City's objective for providing additional recreational amenities consistent with the Putah Creek Nature Park Master Plan, but it would also not preclude future implementation of such amenities as part of a separately planned and evaluated effort. Further, this alternative may be potentially infeasible because the applicant does not own the site and may not be able to acquire the site for development.

## **VII. OTHER IMPACTS AND CONSIDERATIONS**

### **SIGNIFICANT ENVIRONMENTAL EFFECTS THAT CANNOT BE AVOIDED**

Chapter 4 of the FEIR, “Environmental Setting, Environmental Impacts, and Mitigation Measures,” provides a description of the potential environmental impacts of the project and recommends various mitigation measures to reduce impacts, to the extent feasible. Chapter 5, “Cumulative Impacts,” discusses whether the incremental effects of this project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects. After implementation of the recommended mitigation measures, all of the impacts associated with development of the proposed project would be reduced to a less-than-significant level. The proposed project would result in no significant unavoidable environmental impacts.

#### SIGNIFICANT IRREVERSIBLE ENVIRONMENTAL CHANGES

Development of the proposed project would result in the continued commitment of the City of Winters to business related development, thereby precluding any other uses of the project site for the lifespan of the project. As discussed previously, the City of Winters General Plan identified the project site as an area for Highway Service Commercial and Business Industrial Park due to its location near I-505 as an area which possesses opportunities for regional accessibility. Although any proposed development, like that of the proposed project, would further the City’s commitment of the project site to business-related development, and may very well reduce the footprint of development at the site compared to the currently approved uses, the project would commit future generations to the training center uses at the site as well as commit nonrenewable sources to the construction and operation of the site.

Resources that would be permanently and continually consumed by project implementation include water, electricity, natural gas, and fossil fuels; however, the amount and rate of consumption of these resources would not result in significant environmental impacts related to the unnecessary, inefficient, or wasteful use of resources. For instance, with respect to water usage, the proposed landscaping would comply with Leadership in Energy and Environmental Design (LEED®) and U.S. Green Building Council (USGBC) requirements for water efficiency. Similarly, LEED certification would ensure that the project is energy efficient. Notwithstanding these project benefits, construction and operational activities related to the proposed project would result in the irretrievable commitment of nonrenewable energy resources, primarily in the form of fossil fuels (including fuel oil), natural gas, and gasoline for automobiles and construction equipment.

With respect to operational activities, compliance with all applicable building codes, as well as project mitigation measures or project requirements, would ensure that all natural resources are conserved or recycled to the maximum extent feasible. For example and as noted in Chapter 3, “Project Description,” heavy-duty construction equipment used for training courses would meet Tier 3 engine emissions standards, which would minimize air emissions associated with project operation. It is also possible that new technologies or systems would emerge, or would become more cost-effective or user-friendly, that would further reduce the site’s reliance upon nonrenewable natural resources. Nonetheless, even with implementation of conservation measures, consumption of natural resources would generally increase with implementation of the proposed project.

In addition, a long-term increase in the demand for electrical resources would occur. However, the proposed project would not involve a wasteful or unjustifiable use of energy or other resources, and energy conservation efforts would also occur with the proposed construction and operation of the GOTTC. As noted in Chapter 3, "Project Description," the proposed GOTTC would meet Title 24 and LEED standards with respect to building design and features, such as LED lighting and would be solar-ready. PG&E is currently targeting achieving LEED Silver standards as part of the proposed project, which exceeds current building code requirements for energy efficiency. Therefore, the use of energy on site would occur in an efficient manner.

## GROWTH-INDUCING IMPACTS

Implementation of the proposed project would foster short-term and long-term economic growth associated with construction and operational employment opportunities. Construction would begin in the summer of 2015 and extend for approximately 15 months. During construction, the estimated peak level of construction workers at any given time is estimated to be approximately 30 workers. Construction workers who live outside of the City of Winters or Yolo County would not likely relocate to the City of Winters for a temporary job. During operation, approximately 210 individuals would occupy the campus daily, including staff, faculty, and students. The project would provide 63 new jobs within the City of Winters. A number of the faculty and staff (approximately 40 people) would include people already employed by PG&E. Given many of them live in the Bay Area, it is not expected that they would relocate to the City of Winters, although that may change over time. Students would train for a limited period of time and thus, would not be expected to relocate their residences to the City of Winters. New staff members could include people hired locally and regionally, but this is not expected to be significant or adverse given the limited employment opportunities resulting from project implementation. As a result, the project would not contribute directly to substantial population growth.

The proposed project would also not remove barriers to population growth because no new or expanded (beyond what is currently planned by local jurisdictions) public infrastructure facilities would be installed. The proposed project would directly connect to existing utility infrastructure (water, wastewater, natural gas, and electricity) and would not facilitate additional development. The proposed drainage channel would be an important long-term infrastructure component that is necessary for future growth in the northern portions of town, however, as noted in Chapter 3, "Project Description," the proposed channel would be constructed to accommodate currently planned growth only and would not, as part of the proposed project, be constructed to its ultimate depth or configuration. The proposed trail improvements also involve implementation of previously planned recreational amenities to serve existing and planned populations, and would not be considered to remove a barrier to future growth within the City or region.

Although the proposed project would foster some economic and potentially minor population growth associated with new employment opportunities associated with the proposed GOTTC, this growth would not substantially affect the ability of public service providers to serve their existing customers, as shown in Section 4.10, "Public Services and Recreation." This growth would be spread between the City of Winters and other adjacent communities (including the Cities of Woodland, Davis, Vacaville, and Dixon and Yolo and Solano Counties) and would not result in an increased demand for housing in localized areas. The population and employment

growth expected with project implementation would be minor, and would not exceed the projections of local general plans in the communities surrounding the project site. Additionally, the proposed project would not extend infrastructure and public services to serve areas outside of the project site.

In conclusion, the proposed project has the potential to stimulate the economy both directly (by providing jobs) and indirectly (by creating a demand for local goods and services) in the region. Because of the general availability in the labor market and current unemployment rates, there would be an opportunity to fill some positions with local hires, while other positions would be filled by new employees that may locate themselves within the region. This immigration would not substantially affect housing growth because new housing demands generated by the proposed project would account for only a small percentage of existing housing. Further, the proposed project would not meaningfully affect employment or other growth in the region, given the size of the regional economy. Therefore, the proposed project would not contribute to substantial population growth, and there is no need to analyze impacts of growth beyond those included and evaluated in Chapter 5, "Cumulative Impacts."

### **VIII. ABSENCE OF SIGNIFICANT NEW INFORMATION REQUIRING RECIRCULATION OF THE FINAL EIR**

CEQA Guidelines §15088.5 requires a lead agency to recirculate an EIR for further review and comment when significant new information is added to the EIR after public notice is given of the availability of a Draft EIR, but before certification. Such new information includes:

(i) significant changes to the project; (ii) significant changes in the environmental setting; or (iii) significant additional data or other information. Section 15088.5 further provides that U[n]ew information added to an EIR is not 'significant' unless the EIR is changed in a way that deprives the public of a meaningful opportunity to comment upon a substantial adverse environmental effect of the project or a feasible way to mitigate or avoid such an effect (including a feasible project alternative) that the project's proponents have declined to implement."

No new or substantial changes to the FEIR were proposed as a result of the public comment process. The FEIR responds to comments and makes only minor technical changes, clarifications or additions to the FEIR. The minor changes, clarifications, or additions to the FIR do not identify any new significant impacts or substantial increase in the severity of any environmental impacts, and do not include any new mitigation measures that would have a potentially significant impact. Therefore, recirculation of the FEIR is not required

### **IX. SUMMARY**

A. Based on the foregoing Findings and the information contained in the record, the City has made one or more of the following findings with respect to each of the potentially significant impacts of the Project:

1. Changes or alternatives have been required in, or incorporated into, the Project which mitigate or avoid the significant effects on the environment.

B. Based on the foregoing Findings and the information contained in the record, it is determined that: significant effects on the environment due to the Project will be eliminated or substantially lessened.

## 4 MITIGATION MONITORING AND REPORTING PROGRAM

In accordance with the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et seq.), the City of Winters (City) prepared an Environmental Impact Report (EIR) SCH 2014032005 that identified fifteen potentially significant impacts with regard to Aesthetics; Biological Resources; Cultural Resources; Geology, Soils, and Hazards; and Traffic and Circulation. The EIR also identifies mitigation measures that would reduce the identified impacts to a less-than-significant level, or that would eliminate these impacts all together.

CEQA Guidelines require public agencies “to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment.” A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR identifies potential significant adverse impacts related to the project implementation, and mitigation measures have been identified to reduce those impacts. Adoption of the MMRP would occur along with approval of the project.

### 4.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner before and during project construction and operation. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements. The attached table has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies individual mitigation measures, monitoring/mitigation timing, person/agency responsible for implementing each measure, monitoring and reporting procedures, and provides space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

### 4.2 ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to a licensed contractor or other designated agent. *[The areas in grey shading indicate that enforcement is required by an agency other than the City, and therefore no verification is required.]*

The City would be responsible for overall administration of the MRRP and for verifying that City staff members and/or the construction contractor has completed the necessary actions for each measure. The City would designate a project manager to oversee implementation of the MMRP. Duties of the project manager include the following:

- ▲ ensure routine inspections of the construction site are conducted by appropriate City staff; check plans, reports, and other documents required by the MMRP; and conduct report activities;
- ▲ serve as a liaison between the City and the contractor or project applicant regarding mitigation monitoring issues;
- ▲ complete forms and maintain reports and other records and documents generated for the MMRP; and
- ▲ coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

The responsible party for implementation of each item would identify the staff members responsible for coordinating with the City on the MMRP.

### 4.3 REPORTING

The City's project manager shall prepare a monitoring report upon completion of the project describing the compliance of the activity with the required mitigation measures. Information regarding inspections and other requirements shall be compiled and explained in the report. The report shall be designed to simply and clearly identify whether mitigation measures have been adequately implemented. At a minimum, each report shall identify the mitigation measures or conditions to be monitored for implementation, whether compliance with the mitigation measures or conditions has occurred, the procedures used to assess compliance, and whether further action is required. The report shall be presented to the City Council.

### 4.4 MITIGATION MONITORING AND REPORTING PLAN TABLE

The categories identified in the attached MMRP table are described below.

- ▲ Mitigation Measure – This column provides the text of the mitigation measures identified in the approved EIR.
- ▲ Timing – this column identifies the time frame in which the mitigation will be implemented.
- ▲ Implementing Party/Agency – this column identified the party responsible for implementation of the mitigation.
- ▲ Enforcement/Monitoring Party/Agency – this column identifies the party responsible for enforcing compliance with the requirements of the mitigation measure.
- ▲ Monitoring Frequency – this column identifies the frequency of monitoring of mitigation measure implementation that should be undertaken by the enforcement/monitoring party/agency.
- ▲ Dated Signature for Verification of Compliance – this column is to be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure.

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p><b>4.1 Aesthetics</b></p> <p><b>Mitigation Measure 4.1-2</b></p> <p>In coordination with the City, and subject to the approval of the City Engineer and City Planner, the applicant shall redesign the proposed 100-foot channel design to free up adequate space for additional landscaping and irrigation of the sound wall and along the east/west portion of the drainage channel along the Putah Creek corridor. The width of the maintenance roads and channel shall be modified to free up a minimum of two-feet against the proposed sound wall for landscaping and irrigation, and maximize additional area on the south side of the channel for native landscaping, the trail connection, and recreational amenities consistent with the Putah Creek Nature Park Master Plan. One intent of the redesign is to result in a design that would not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned.</p> <p>The applicant shall design and install the revised channel cross-section and provide a revised landscaping plan that includes additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan. The revised design must include the segment of the Upper Putah Creek trail extending from I-505 west between the channel and Putah Creek (approximately 600 linear feet) and connect north along the channel to intersect with East Grant Avenue. The project applicant shall fund the installation of the described expanded native landscaping, including vines and other landscaping to soften and hide the sound wall. Vegetation near the sound wall shall be selected based on its ability to screen the proposed wall associated with the riparian corridor shall be selected based on ability to provide an appropriate transition from the drainage facility to the existing Putah Creek habitat. Landscaping shall include native vegetation within the redesigned channel and open space area south of the drainage channel. The City of Winters shall review/approve the proposed landscaping prior to implementation.</p>	<p>Prior to issuance of grading permits</p>	<p>PG&amp;E</p>	<p>City of Winters</p>	<p>One time</p>	
<p><b>4.4 Biological Resources</b></p> <p><b>Mitigation Measure 4.4-2a</b></p> <p>The project applicant shall implement the following measures to avoid or minimize potential loss of migratory bird nests:</p>					

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
a. For construction activities occurring between February 15 and August 31, the project applicant shall retain a qualified biologist to conduct preconstruction surveys for nesting migratory birds (including raptors) and to identify active nests on and within 0.25 mile of the project site. The surveys shall be conducted no more than 14 days before the beginning of ground disturbing activities.	Within two weeks of initiation of construction	PG&E	City of Winters	One time	
b. If active nests are found, the qualified biologist shall determine an adequate buffer for the species and nest by referring to PG&E's Avian Conservation Strategy (ICF International and H. T. Harvey and Associates, 2013). No project activity shall commence within the buffer area until the qualified biologist confirms that any young have fledged and the nest is no longer active. If this is not feasible, consultation with CDFW or USFWS (depending on species) shall be required. Monitoring of the nest by a qualified biologist shall be required if the activity has potential to adversely affect the nest.	During construction	PG&E	City of Winters, in consultation with CDFW or USFWS as necessary	As needed/ upon observation	
<b>Mitigation Measure 4.4-2b</b> The project applicant shall implement the following measures to avoid or minimize impacts to burrowing owl nest sites and foraging habitat.					
a. The project applicant shall retain a qualified biologist to conduct preconstruction surveys on and within 500 feet of the project site no more than 30 days prior to ground-disturbing activities. If no occupied burrows are found in the survey area, a letter report documenting survey methods and findings shall be submitted to CDFW and no further mitigation shall be required.	No less than 30 days prior to initiation of construction	PG&E	CDFW	One time	
b. If an active burrow is found during the nonbreeding season, (September 1 through January 31), the project applicant shall consult with CDFW regarding protection buffers to be established around the occupied burrow and maintained throughout construction activities.	During construction	PG&E	CDFW	As needed/ upon observation	
c. If an active burrow is found during the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 1,500-foot protective buffer unless a qualified biologist verifies through noninvasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. The 1,500-foot buffer may be reduced if a broad-scale, long-term, monitoring program acceptable to CDFW is implemented to ensure burrowing owls are not detrimentally affected. Once the fledglings are capable of independent survival, the owls can be evicted and the burrow can be destroyed per the terms of a CDFW-approved burrowing owl exclusion plan developed by the project proponent.	During construction	PG&E	CDFW	As needed/ upon observation	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p>d. If active burrowing owl nests are found on the project site and are destroyed by project implementation, the project applicant shall mitigate the loss of occupied habitat in accordance with guidance provided in the City's Habitat Mitigation Program and the CDFW 2012 Staff Report, which states that permanent impacts to nesting, occupied and satellite burrows, and burrowing owl habitat shall be mitigated such that habitat acreage, number of burrows, and burrowing owls impacted are replaced through permanent conservation of comparable or better habitat with similar vegetation communities and burrowing mammals (e.g., ground squirrels) present to provide for nesting, foraging, wintering, and dispersal. The project applicant shall retain a qualified biologist to develop a burrowing owl mitigation and management plan that incorporates the following goals and standards:</p> <ul style="list-style-type: none"> <li>i. Mitigation lands shall be selected based on comparison of the habitat lost to the compensatory habitat, including type and structure of habitat, disturbance levels, potential for conflicts with humans, pets, and other wildlife, density of burrowing owls, and relative importance of the habitat to the species range wide.</li> <li>ii. If feasible, mitigation lands shall be provided adjacent or proximate to the project site so that displaced owls can relocate with lowered risk of take. Feasibility of providing mitigation adjacent or proximate to the project site depends on availability of sufficient suitable habitat to support displaced owls that may be preserved in perpetuity.</li> <li>iii. If suitable habitat is not available for conservation adjacent or proximate to the Project site, mitigation lands shall be focused on consolidating and enlarging conservation areas outside of urban and planned growth areas and within foraging distance of other conservation lands. Mitigation may be accomplished through purchase of mitigation credits at a CDFW-approved mitigation bank, if available. If mitigation credits are not available from an approved bank and mitigation lands are not available adjacent to other conservation lands, alternative mitigation sites and acreage shall be determined in consultation with CDFW.</li> <li>iv. If mitigation is not available through an approved mitigation bank and shall be completed through permittee-responsible conservation lands, the mitigation plan shall include mitigation objectives, site selection factors, site management roles and responsibilities, vegetation management goals, financial assurances and funding mechanisms, performance standards and success criteria, monitoring and reporting protocols, and adaptive management measures. Success shall be based on the number of adult burrowing owls and pairs using the site and if the numbers are maintained over time. Measures of success shall include site tenacity, number of adult owls present and reproducing, colonization by burrowing owls from elsewhere, changes in distribution, and trends in stressors.</li> </ul>	<p>During construction</p>	<p>PG&amp;E</p>	<p>City of Winters</p>	<p>As needed/upon observance</p>	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p><b>Mitigation Measure 4.4-4</b>                      The project applicant shall implement the following measures to avoid, minimize, and mitigate impacts on valley elderberry longhorn beetle:</p>					
a. Prior to construction, a minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than one-inch diameter at ground level shall be maintained to avoid direct impacts. The buffer area shall be fenced with high visibility construction fencing prior to commencement of ground-disturbing activities and shall be maintained for the duration of construction activities. No seating or impermeable features shall be placed within the 20-foot buffer. Planting of native riparian vegetation may occur within the 20-foot buffer as long as it does not impact the elderberry shrubs.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observation	
b. Prior to construction, erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observation	
c. Prior to construction, instruct work crews about the status of the beetle and the need to protect the elderberry plant.	Prior to initiation of construction	PG&E	City of Winters	As needed/ upon observation	
d. Project activities, such as truck traffic or other use of machinery, shall not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected.	During construction	PG&E	City of Winters	As needed/ upon observation	
e. Areas that are disturbed temporarily shall be restored to pre-disturbance conditions. Erosion control measures shall be implemented to restore areas disturbed within 100 feet of elderberry shrubs.	During construction	PG&E	City of Winters	As needed/ upon observation	
f. Herbaceous vegetation trimming may occur from July through April to reduce fire hazard. No mowing shall occur within five feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (i.e., stripping away bark through careless use of mowing/trimming equipment).	During construction	PG&E	City of Winters	As needed/ upon observation	
g. Upon final design of the extension of Upper Putah Creek Trail, a qualified biologist shall review final design plans and construction methods. Should the final design of recreational improvements (i.e. trails) be proposed within the 20-foot buffer, the City shall contact USFWS to determine appropriate conservation measures such that no net loss of elderberry shrubs would occur.	Prior to issuance of grading permits for the Upper Putah Creek Trail Extension	PG&E/ City of Winters	City of Winters USFWS, if necessary	As needed/ upon observation	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<b>4.5 Cultural Resources</b>					
<b>Mitigation Measure 4.5-1</b>					
<p>1. In the event that any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, are discovered during construction or on-site training activities within the equipment training area, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained by the project applicant to assess the significance of the find. If the find is determined to be significant by the qualified archaeologist (i.e., because it is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall develop appropriate procedures to protect the integrity of the resource and ensure that no additional resources are affected. Procedures could include but would not necessarily be limited to preservation in place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	
<p>2. If the archaeologist determines that some or all of the affected property qualifies as a Native American Cultural Place, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code Section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code Section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist shall recommend to the applicant potentially feasible procedures that would preserve the integrity of the site or minimize impacts on it.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	
<p>3. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor shall immediately halt potentially damaging excavation in the area of the burial and notify the County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). Following the coroner's findings, the archaeologist, and the NAHC-designated Most Likely Descendent shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	

Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program						
Table 4-1	Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
	<p><b>Mitigation Measure 4.5-2</b></p> <p>1. The project applicant shall retain a qualified paleontologist to conduct an on-site training that will alert all construction personnel and operational staff involved in equipment training about the possibility of encountering fossils. The appearance and types of fossils likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.</p> <p>2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.</p> <ul style="list-style-type: none"> <li>▲ In the event of discovery, salvage of unearthed fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits.</li> <li>▲ Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting.</li> <li>▲ Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens.</li> <li>▲ Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database.</li> <li>▲ Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection.</li> </ul>	<p>Prior to initiation of construction</p> <p>During construction</p>	<p>PG&amp;E</p> <p>PG&amp;E</p>	<p>City of Winters</p> <p>City of Winters</p>	<p>One time</p> <p>As needed/ upon observation</p>	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<b>4.6 Geology, Soils, and Hazards</b>					
<p><b>Mitigation Measure 4.6-7</b>                      In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/upon observation	
<p><b>Mitigation Measure 4.6-8</b>                      In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/upon observation	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.					
<b>4.9 Noise</b>					
<b>Mitigation Measure 4.9-4a</b> High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-4b</b> Jack hammer training activities shall be conducted only within the T&D area as proposed.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-4c</b> Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-5</b> All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.	During construction	PG&E	City of Winters	Weekly	
<b>4.11 Transportation and Circulation</b>					
<b>Mitigation Measure 4.11-2</b> Prior to operation of the proposed project, the applicant shall contribute traffic impacts fees consistent with the City's Traffic Impact Fee Program for the installation of a traffic signal at the East Grant Avenue (SR 128)/I-505 Southbound Ramps. The installation of a traffic signal at this intersection is included in the Complete Streets Concept Plan for SR 128/Grant Avenue/Russell Boulevard (December 2010) that was prepared for Caltrans and the City of Winters, and adopted by the Winters City Council in February 2011. Further, sufficient right of way is available for the improvement. The installation of a traffic signal at this location will be triggered by a combination of new development activity in the I-505/Grant Avenue planning area and/or the addition of through trips generated by other cumulative development. The signal shall be triggered by 50 percent of approved developments plus a total of 630 p.m. peak hour trips generated by development within the I-505/Grant Avenue planning area. When these future volume triggers are met, a formal	Prior to issuance of grading permit	PG&E	Caltrans	Upon triggering of signal	

**Table 4-1 Winters Gas Operations Technical Training Center Mitigation, Monitoring and Reporting Program**

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p>traffic signal warrant analysis shall be prepared to evaluate all the designated criteria and determine if sufficient warrants are met, or if additional growth can occur. When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.</p>					
<p><b>Mitigation Measure 4.11-3</b> The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.</p>	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
<p><b>Mitigation Measure 4.11-7: Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach).</b> The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement.</p>	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
<p><b>Mitigation Measure 4.11-8: Develop and implement a Construction Traffic Management Plan.</b> The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards:  <ul style="list-style-type: none"> <li>▲ guidance on the number and size of trucks per day entering and leaving the project site;</li> <li>▲ identification of arrival/departure times that would minimize traffic impacts;</li> <li>▲ approved truck circulation patterns;</li> <li>▲ locations of employee parking and methods to encourage carpooling and use of alternative transportation;</li> <li>▲ methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions);</li> <li>▲ criteria for use of flaggers and other traffic controls;</li> <li>▲ preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas;</li> <li>▲ monitoring for roadbed damage and timing for completing repairs; and</li> <li>▲ preservation of emergency vehicle access.</li> </ul> </p>	Prior to issuance of grading permit	PG&E	City of Winters Department of Public Works Caltrans	One time	

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## 5 REPORT PREPARERS

### City of Winters

John Donlevy ..... City Manager  
Heidi Tschudin ..... Contract Planner/Project Manager  
Jenna Moser ..... Management Analyst  
Nick Ponticello ..... Contract Engineer  
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### Pacific Gas & Electric

Nathan Lishman ..... Senior Land Planner  
Kate Hart ..... Project Attorney  
Tom Crowley ..... Project Manager

### Ascent Environmental

Amanda K. Olekszulín ..... Principal-in-Charge/Project Director  
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Carlos Alvarado ..... Wildlife Biologist  
Amber Giffin ..... Document Publishing  
Gayety Lane ..... Document Publishing

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**RESOLUTION NO.2015-28**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING (1) AMENDMENT TO THE WINTERS GENERAL PLAN, (2) A CONDITIONAL USE PERMIT, (3) A PARCEL MAP, (4) SITE PLAN/DESIGN REVIEW, AND (5) AN AMENDMENT TO THE CITY'S 2008 STORM DRAINAGE MASTER PLAN IN CONNECTION WITH THE DEVELOPMENT OF THE WINTERS PG&E GAS OPERATIONS TECHNICAL TRAINING CENTER (GOTTC), MAKING CERTAIN FINDINGS IN CONNECTION WITH SUCH APPROVALS, AND FINDING THE PROPOSED CONSTRUCTION OF THE STORM WATER CHANNEL ADJACENT TO THE GOTTC TO BE CONSISTENT WITH GENERAL PLAN POLICY VI.D.1 RELATED TO THE CITY'S REQUIREMENT FOR A 100-FOOT OPEN SPACE BUFFER ALONG PUTAH CREEK**

**WHEREAS**, Pacific Gas and Electric ("PG&E") has submitted an application to reconfigure and develop certain property comprised of 55.2 acres located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue (also known as State Route 128) to accomplish the following: (1) Construct, operate, and maintain a natural gas vocational training center totaling 106,740 sf on approximately 29.4 acres; (2) Construct and dedicate to the City for operation and maintenance a storm drainage channel and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system; (3) Construct and dedicate to the City for operation and maintenance a signalized extension of Timbercrest Road (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the City. As a part of these improvements PG&E would construct a sidewalk and a bicycle path along East Grant Avenue to East Main Street; (4) Create two remainder lots totaling approximately 16.2 acres to be retained by the current owner (McClish) with no proposed development or land use approvals at this time; (5) Provide funding for the design and installation (by others, through cooperative efforts with the city and local volunteer groups) of native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the Putah Creek Open Space buffer proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor; and (6) The City or other parties would construct the future segment of the Upper Putah Creek Trail along the rear of the McClish remainder parcel, within the 100-foot open space buffer along the existing vegetation line of the Putah Creek Corridor. This segment constitutes the final segment of the planned trail extending from downtown Winters to I-505 (collectively, the "Project"); and

**WHEREAS**, in furtherance of the Project PG&E has requested that the Winters General Plan be amended to make the following changes to the General Plan's Land Use Diagram: (1)

the current land use designations for the property to be developed with the GOTTC be amended from Highway Service Commercial (HSC) and Business/Industrial Park (BIP) to Public/Quasi-Public (PQP), (2) the current land use designation for certain property to be dedicated to the City be amended from HSC and BP to Open Space (OS), (3) the current land use designation for certain property currently designated as BIP be amended to City right-of-way; and

**WHEREAS**, the Project as proposed further requires a Parcel Map to subdivide the McClish parcel into three private lots (Lot 1, Lot 2, and Lot 3), vacate public right-of-way and a 60-foot public utility easement, offer to dedicate to the City, in fee, two public lots (Lot A and Lot B), offer to dedicate to the City a 35-foot public utility easement, offer to dedicate to the City a 35-foot emergency vehicle access easement, offer to dedicate to the City a 15-foot trail easement, and offer to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue; and

**WHEREAS**, in furtherance of the Project, the City Council is concurrently considering certain amendments to the Zoning Code and Zoning Map of the City of Winters that will, among other things, rezone the property upon which the GOTTC will be developed to a Public/Quasi-Public zoning designation, to add a new use classification under Section 17.08.060 of the Zoning Code for a "Vocational Training Facility" and adds Vocational Training Facility as a conditional use in the PQP zoning district; and

**WHEREAS**, PG&E has applied for a Conditional Use Permit for the GOTTC in anticipation of approval of the Zoning Code amendments as described above; and

**WHEREAS**, the Project further requires Site Plan/Design Review pursuant to Sections 17.36.020 and 17.80.010 of the City Zoning Code and consistent with the Grant Avenue Design Guidelines, which are applicable to the Project; and

**WHEREAS**, the Project further requires certain amendments to the City of Winters 2008 Storm Drainage Master Plan to make changes to certain improvements designated in the Master Plan; and

**WHEREAS**, over the past eighteen months the Project has been discussed at great length and in great detail in twenty-seven separate public meetings or hearings held by the City Council, Planning Commission, other City committees and other interested groups, including but not limited to the City Hispanic Advisory Committee, the Winters Putah Creek Committee, the City Design Review Committee, and the Winters Chamber of Commerce, during which members of the public have had the opportunity to provide comments on the Project to both PG&E and the City; and

**WHEREAS**, on June 11, 2015, the Planning Commission of the City of Winters ("Planning Commission") conducted a duly noticed public hearing on the Project and all approvals and entitlements required in furtherance of the Project, at which time all persons wishing to testify in connection with the Project were heard and the Project was comprehensively reviewed; and

**WHEREAS**, following said public hearing, the Planning Commission recommended on a \_\_\_\_\_ vote that the City Council approve the approvals and entitlements as more particularly described below in this Resolution; and

**WHEREAS**, on July 7, 2015, the City Council conducted a duly noticed public hearing on on the Project and all approvals and entitlements required in furtherance of the Project, at which time all persons wishing to testify in connection with the Project and the approvals and entitlements were heard and the Project was comprehensively reviewed; and

**WHEREAS**, the City Council has prepared and certified an Environmental Impact Report for the Project in accordance with the California Environmental Quality Act; and

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

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS RESOLVES AS FOLLOWS:

SECTION 1. The foregoing findings, approvals and determinations as set forth in this Resolution as based on substantial evidence in the administrative record before the City Council and are made based on the Council's independent review and consideration.

SECTION 2 Approval of General Plan Amendment.

A. The City Council of the City of Winters hereby amends the Winters General Plan to amend the Land Use Diagram of the General Plan as follows, and as more specifically shown in Exhibit A (Land Use Amendment) attached hereto and incorporated herein:

i. Parcel-specific Land Use Diagram amendment to change 11.5 acres (APN 038-070-028, Lot 3 portion, -029, -031, -032 and City Right of Way) from HSC to PQP;

ii. Parcel-specific Land Use Diagram amendment to change 18.0 acres (APM 038-070-038, -039 Lot 3 portion, and 0.8 acres of City Right of Way) from BIP to PQP;

iii. Parcel-specific Land Use Diagram amendment to change 0.2 acre (APN 038-070-28 Lot B portion) from HSC to Open Space (OS) and 7.7 acres (APN 038-070-37 Lot A portion and 038-070-39 Lot B portion) from BIP to OS; and

iv. Parcel-specific Land Use Diagram amendment to change 0.1 acre (McClish) from BIP to City Right of Way;

B. The City Council finds that the public health, safety and general welfare warrant the amendments to the General Plan as set forth herein and such amendments to the General Plan are in the best interest of the citizens of the City of Winters.

SECTION 2. Finding of Consistency with General Plan Policy VI.D.1. The City Council hereby finds that the Project as conditioned herein is consistent with General Plan Policy VI.D.1 which requires a 100-foot open space buffer along the Putah Creek corridor notwithstanding the planned temporary east-west drainage channel that is included as part of the Project, which will substantially occupy the required 100-foot open space buffer. This finding is based on the fact that as conditioned, the temporary drainage channel will be designed to maximize area on the south side of the channel for native landscaping, the Putah Creek trail connection and recreational amenities consistent with the Putah Creek Nature Park Master Plan, in a manner that will not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned. Further PG&E shall be required by the Conditions of Approval to the Conditional Use Permit, as attached hereto and incorporated herein, to install native landscaping consistent with the City's open space goals and the Putah Creek Master Plan, which shall allow the 100-foot area, including that portion occupied by the temporary drainage channel to serve as open space within the meaning and intent of General Plan Policy VI.D.1.

SECTION 3. Approval of Parcel Map.

A. The City Council hereby approves the Parcel Map No \_\_\_\_\_ attached hereto as Exhibit B (Parcel Map) and incorporated herein.

B. The City Council hereby vacates public right-of-way and a 60-foot public utility easement, and authorizes the City Clerk to accept such offer to dedicate to the City, in fee, two public lots (Lot A and Lot B), offer to dedicate to the City a 35-foot public utility easement, offer to dedicate to the City a 35-foot emergency vehicle access easement, offer to dedicate to the City a 15-foot trail easement, and offer to dedicate to the City a 12-foot wide sidewalk easement along Grant Avenue as more specifically set forth on Parcel Map No. \_\_\_\_\_, and authorizes the City Clerk to execute such grant deeds and other documentation as necessary to carry out such vacation and acceptance on behalf of the City.

C. The City Council hereby makes the following findings in connection with the Parcel Map:

i. The Parcel Map is consistent with the requirements of the Subdivision Map Act, the City's General Plan, and the City's Subdivision Ordinance (Winters Municipal Code, Title 16).

ii. The design and improvement of the proposed Parcel Map is consistent with the General Plan.

iii. The site that is the subject of the Parcel Map is physically suitable for the development contemplated by the Project.

iv. The design of the subdivided property and the proposed improvements will not cause substantial environmental damage or substantially and avoidable injure fish or wildlife or their habitat.

#### SECTION 4. Approval of Conditional Use Permit.

A. The City Council does hereby approve a conditional use permit for the construction, operation and maintenance of the GOTTC (the “Conditional Use Permit”), subject to the Conditions of Approval attached hereto as Exhibit C and incorporated herein.

B. The City Council makes the following findings in connection with the grant of the Conditional Use Permit:

i. The requested use for the GOTTC, as conditioned herein, will be in conformity with the general plan.

ii. Upon the effective date of the Conditional Use Permit, as set forth below, the requested use shall be listed as a conditional use in the zoning regulations of the City’s Zoning Code (Title 17 of the Winters Municipal Code).

iii. The requested use, as conditioned herein, is consistent with the intent and purposes of the zoning in which the GOTTC is located, and will not detrimentally impact the character of the neighborhood.

iv. The requested use, as conditioned herein, will not create a nuisance or enforcement problem within the neighborhood.

v. The requested use, as conditioned herein, will not create a nuisance or enforcement problem within the neighborhood.

C. The Conditional Use Permit shall become operative from and after the effective date of Ordinance No. \_\_\_\_\_ of the City Council of the City of Winters amending with Winters Zoning Code to allow for “Vocational Training Center” as a conditional use within the Public Quasi-Public Zoning District.

#### SECTION 5. Approval of Site Plan/Design Review.

A. The City Council hereby approves the Site Plan pursuant to the Design Review requirements of Winters Municipal Code Chapter 17.36, subject to the Conditions of Approval as incorporated into the Conditional Use Permit, and finds that the Site Plan is consistent with the Winters General Plan and Grant Avenue Design Guidelines as conditioned herein.

B. The City Council’s approval of the Site Plan is based on its review of the following aspects of the Project:

- i. The siting of all structures as designed upon the site plan;
- ii. The landscaping, fencing, other screening as designed on a landscape or irrigation plan featuring all existing trees and shrubs and proposed plantings;
- iii. The design of all circulation and parking and loading facilities for automobiles and bicycles;
- iv. The location, design and screening of garbage/recycling facilities;
- v. The details of fencing, public works items such as curb cuts, curbs, gutters, sidewalks, sidewalk design, drainage, fire hydrants;
- vi. The location, design and intensity of all exterior lighting;
- vii. The location and design of all required open space areas;
- viii. The exterior elevations of the structures including but not limited to building height, description of all building materials, building colors, screening of utility meters and mechanical equipment;
- ix. The design, placement, dimension, colors of all proposed signs and exterior graphics as required by the Zoning Ordinance.
- x. The review of design and placement of facilities for disabled persons.
- xi. The design of the subdivision and type of improvements will not cause serious public health problems.

SECTION 6. Amendment to 2008 Storm Drainage Master Plan. The City Council hereby amends the 2008 Storm Drainage Master Plan as follows:

A. Water Quality Detention Ponds #3 and #4 are hereby deleted and replaced with one private storm water detention pond on 1.5 acres in the southeaster corner of the GOTTC site.

B. The alignment of the Putah Creek Diversion Channel south of State Route 128 shall be moved approximately 325 feet to 485 feet east of the currently approved alignment, as more particularly shown on the Revised Storm Drainage Master Plan Figure 5, Channel Location, attached hereto as Exhibit D and incorporated herein.

C. The City Council finds that the amendments to the 2008 Storm Drainage Master Plan as set forth herein modify the plan to be consistent with the approved drainage system for the Project.

SECTION 7. This Resolution shall become effective upon its adoption.

**I HEREBY CERTIFY** that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 7th day of July, 2015, by the following vote:

**AYES:**

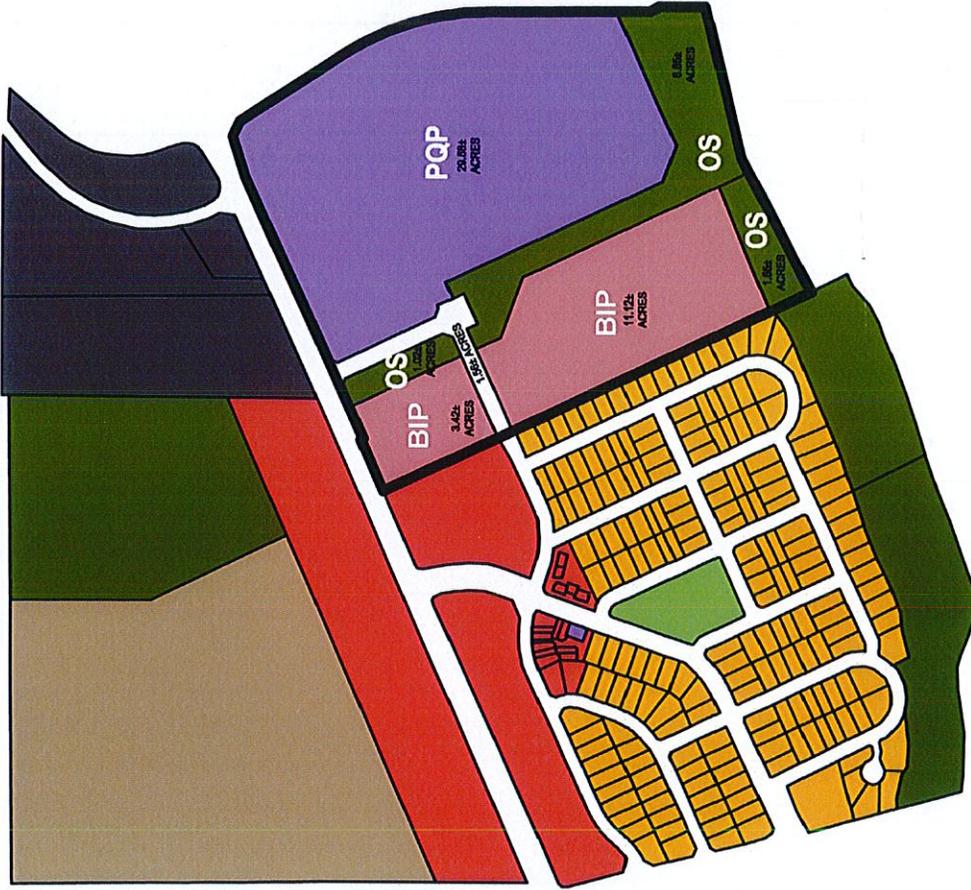
**NOES:**

**ABSENT:**

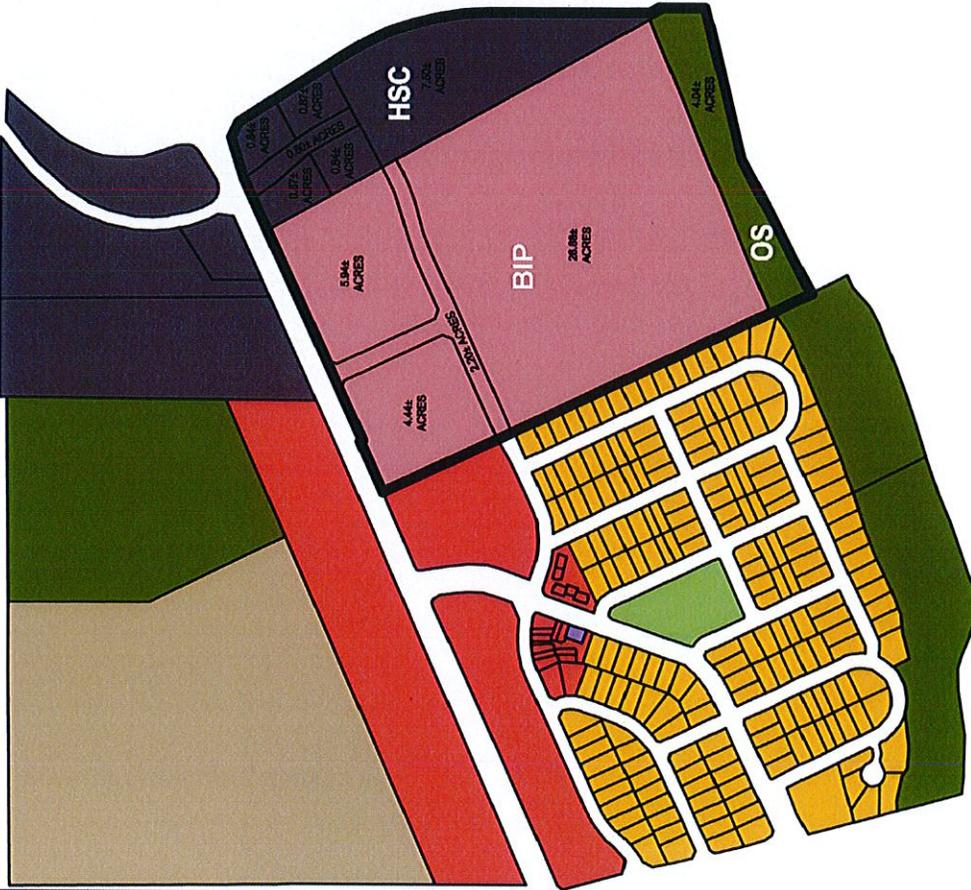
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Cecilia Aguiar-Curry, Mayor  
City of Winters

PROPOSED GENERAL PLAN DESIGNATION



EXISTING GENERAL PLAN DESIGNATION



Source: Received from BKF Engineers in 2014.

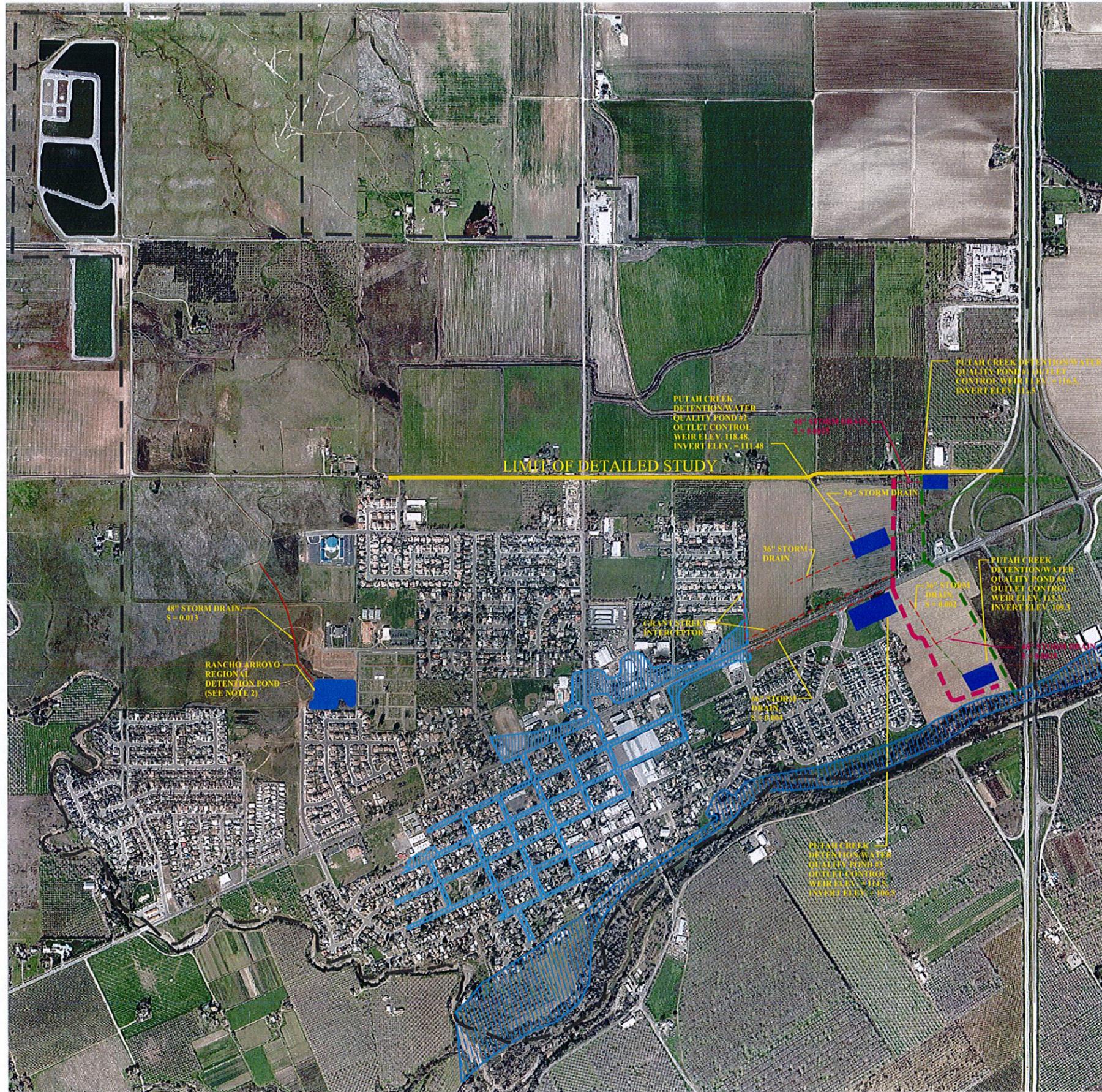
X14010044 01 001

Exhibit 3-5

Existing and Proposed Land Use Designations for the Project Site



\\pe-srv\PE\Contracts\099001-wint-pwd-ce\Projects\Development\PCF Gas Training Facility\Tech Studies\F5\_PG&E Rev 5-27-15.dwg 5/27/15 12:01pm jimf



**LEGEND**

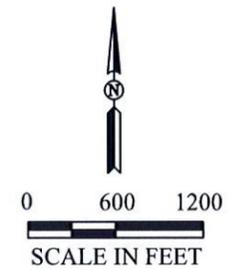
- DETENTION/WATER QUALITY POND (NO CHANGE)
- URBAN LIMIT
- PROPOSED PIPE (NO CHANGE)
- PROPOSED PIPE (OLD)
- PROPOSED PIPE (NEW)
- OPEN CHANNEL (OLD)
- OPEN CHANNEL (NEW)
- RESIDUAL 100-YEAR FLOODPLAIN <sup>3</sup>
- FEMA 100-YEAR FLOODPLAIN BOUNDARY
- FEMA 100-YEAR FLOODPLAIN

**NOTES:**

1. The existing and proposed facilities presented on this plan are for illustrative purposes only.
2. A storm water quality treatment component is proposed to be added to the existing pond.
3. Residual 100-year floodplain indicated, detailed topographic mapping is required to determine the presence or extent of a residual floodplain.

**SOURCE:**

Topographic mapping is United States Geologic Survey Quadrangle Maps, National Geodetic Vertical Datum of 1929.



CITY OF WINTERS  
PUTAH CREEK/DRY CREEK SUBBASINS  
DRAINAGE REPORT

**ULTIMATE CONDITIONS**

WOOD RODGERS, INC.  
SACRAMENTO, CALIFORNIA

FIGURE 5

**ORDINANCE 2015-02**

**AN ORDINANCE AMENDING PORTIONS OF THE WINTERS ZONING MAP TO REZONE VARIOUS PROPERTIES FROM HIGHWAY SERVICE COMMERCIAL AND BUSINESS INDUSTRIAL PARK TO PUBLIC/QUASI-PUBLIC AND FROM HIGHWAY SERVICE COMMERCIAL AND BUSINESS INDUSTRIAL PARK TO OPEN SPACE AND MAKING CERTAIN TEXT AMENDMENTS TO TITLE 17 OF THE WINTERS MUNICIPAL CODE (ZONING) ADD VOCATIONAL TRAINING FACILITIES AS A CONDITIONAL USE IN THE PUBLIC/QUASI-PUBLIC ZONING DISTRICT**

The City Council of the City of Winters, State of California, does ordain as follows:

Section 1. Purpose

The purpose of this Ordinance is to rezone various properties, as depicted on the attached **Exhibit A**, and to make certain amendments to Chapter 17 of the Winters Municipal Code to allow Vocational Training Centers, as described herein, as a conditional use in the Public-Quasi Public Zoning District.

Section 2. Authority

The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

Section 3. Rezoning.

The properties shown on Exhibit A, attached hereto and incorporated herein by this reference, are hereby rezoned to accomplish the following:

Rezone the following properties, including City Right of Way as depicted on Exhibit A, totaling approximately 11.5 acres from Highway Service Commercial (C-H) to Public-Quasi Public (PQP):

APN 038-070-028 (Lot 3 portion)  
APN 038-070-029  
APN 038-070-030  
APN 038-070-031  
APN 038-070-032

Rezone the following properties, including City Right of Way as depicted on Exhibit A, totaling approximately 18.0 acres from Business Industrial Park (BIP) to (PQP):

APN 038-070-038  
APN 038-070-039 (Lot 3 portion)

Rezone the following property totaling approximately 0.2 acres from C-H to Open Space (OS):

APN 038-070-028 (Lot B portion)

Rezone the following property totaling approximately 7.7 acres from BIP to OS

APN 038-070-037 (Lot A portion)

APN 038-070-039 (Lot B portion)

Rezone the approximately 0.1 acre property as depicted on Exhibit A from BIP to City Right of Way.

Section 4. Amendment to Section 17.08.060

Section 17.08.060 is hereby amended to add a new subdivision O which reads as follows:

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

Section 5. Amendment to Section 17.52.020

Section 17.52.020 is hereby amended to add "Vocational Training Facility" in the Zoning Matrix within the Category of "Public and Quasi-Public Uses" below "Utility Services-Minor" and list Vocational Training Facility as Conditional Use in the PQP Zoning District.

Section 6. Amendment to Section 17.72.020

Table 6 in Section 17.72.020 is hereby amended to add the following within the Category of "Public & Quasi-Public Uses" below "Utility Services-Minor":

Vocational Training Facility	Per use permit
------------------------------	----------------

Section Findings

In adopting this Ordinance, the City Council makes the following findings:

- (a) The proposed zoning amendments and amendments to the Title 17 of the Winters Municipal Code are consistent with the City of Winters General Plan; and
- (b) The public health, safety and general welfare warrant the change of zone and zoning text amendments;
- (c) The Planning Commission recommends approval of the requested amendments; and
- (d) An Environmental Impact Report was prepared and circulated in accordance with the California Environmental Quality Act (CEQA), which analyzed the impacts associated with the change of zone and zoning text amendments.

Section 5. Severability

If any provision or section of this Ordinance is determined to be unenforceable, invalid, or unlawful, such determination shall not affect the enforceability of the remaining provisions of the Ordinance.

Section 6. Effective Date and Publication

This Ordinance shall take effect 30 days after its adoption, and within 15 days following its passage, shall be published at least once in a paper of general circulation published and circulated in the City of Winters.

INTRODUCED at a regular meeting on July 7, 2015, and PASSED AND ADOPTED by the City Council of the City of Winters this 21st day of July, 2015 by the following votes:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
Ethan Walsh, City Attorney

Exhibit A – Zoning Amendment



**Winters PG&E Gas Operations Technical Training Center (GOTTC) Project**  
**Draft CONDITIONS OF APPROVAL**  
**Date June 11, 2015**

**GENERAL**

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

**COMMUNITY DEVELOPMENT**

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

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

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

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

21. Roof mounted equipment must be shielded on all sides behind the proposed roof parapet and shall not be visible from the ground level. All ground-level equipment shall be fully screened by enclosures and/or landscaping (excluding the compressed air receiver tanks as shown on the plans).
22. Required on-site planting areas must be permanently maintained. "Maintained" includes watering, weeding, pruning, insect control, and replacement of plant materials and irrigation equipment as needed to preserve the health and appearance of plant materials for a period at least five years from installation.
23. Landscaping of parking lots shall provide for 50 percent tree canopy coverage or shading of the entire lot within 15 years of tree installation.
24. Applicant shall coordinate with the City to advertise and promote hiring opportunities for local businesses and residents to fill jobs and provide services at the Training Center.
25. Applicant shall provide the City with 48-hour advance notice prior to operations on a Sunday or holiday. In the event that it is infeasible to provide 48-hour advance notice prior to such operations, PG&E shall provide notice to the City as soon as practicable, and prior to the commencement of the Sunday or holiday operations. Notice shall include the likely hours, duration, and type of activity. PG&E and the city shall coordinate on an appropriate method of communication of this information to the public using the City's website, a new PG&E sponsored website, or through use of other mutually acceptable media.
26. After three years of operation and within the subsequent six-month period, the Applicant shall submit to the City a noise monitoring report that provides monitoring of noise at the site during all of the various noise-generating activities to document compliance with the City's noise requirements and regulations. This report shall be prepared by a qualified professional and the scope of work shall be subject to City approval prior to commencement. The Applicant shall take any necessary steps to ensure compliance. The report shall also document and provide descriptive information regarding instances in which the following has occurred during the three-year period so that the City can correlate this information to any complaints that may have been received: exterior activities after 7:00pm, on Sundays, or on federal holidays.
27. Subject to applicant's own facility needs, security and adoption of onsite procedures and requirements, the applicant may make facilities available to community groups.
28. Applicant shall endeavor to work collaboratively with the local high school and Solano College to promote vocational curriculum
29. The applicant shall submit for approval of the Community Development the location and height of the flagpole.
30. The new road shall be identified in all final plans and submittals as One PG&E Way. The north/south trail segment adjoining the drainage channel shall be identified as McClish Trail.
31. Applicant desires to relocate the City's SCADA antennae from the sewer lift station. Applicant shall coordinate the relocation with the City's Public Works Department and shall

bear all costs. The City shall approve the new antennae location, equipment, and appurtenances. Applicant shall maintain continuous communication on the SCADA system and get approval from the City on any disruption for transfer to the new antennae. No other modifications to the lift station are approved without further action by the City.

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

## FIRE SUPPRESSION

### 33. FIRE HYDRANTS:

a. Applicant shall install one or more fire hydrants pursuant to City of Winters Public Works Department Improvement Standards. The number and location of the fire hydrants shall be determined by the Fire Chief. The installation of the fire hydrants shall comply with the specifications of the City of Winters Engineering Design and Construction Standards. Prior to hydrant approval, the water system shall be flushed to remove foreign matter in the system. All unfinished installation water mains or their appendages or openings shall be covered in such a manner that foreign matter does not enter the water system.

b. All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any combustibles being placed on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Fire Chief. The following minimum water flows, with 20-PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.

<u>Development Category</u>	<u>Gallons Per Min (gpm)</u>
Single-Family Residential	1,500
Multi-Family Residential	1,500
Central Business District	2,000
Industrial and Other Business Districts	3,000

d. Other habitable buildings can require up to 3,500 gpm maximum, and will be reviewed on a case-by-case basis by the Fire Chief.

e. In other areas where there are existing water system deficiencies, new development will be required to install all on-site water system improvements necessary to achieve the above fire-flow rate, however, the Fire Chief may waive full compliance with these standards until existing water system deficiencies are corrected.

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

35. All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the Fire Chief for approval prior to construction of the system.

All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the Fire Chief.

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

50. All address numbering shall be clearly visible from East Grant Avenue. All buildings shall be identified by either four (4) inch high illuminated numbers or six (6) inch non-illuminated numbers on contrasting colors. Each building will have its own distinct numbering. Address numbering including that for individual apartment units shall be completed by a committee comprised of the Community Development Department, the Winters Fire Department, the Police Department, and the U.S. Postal Service.
51. Vehicle access gates shall provide a minimum 20-foot wide opening. All gates shall have a Knox box or other means to allow for emergency vehicle access.

## **POLICE**

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

## **ENGINEERING AND PUBLIC WORKS**

### General

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

automatic irrigation for the project frontage along East Grant Avenue, along the sound wall, the project frontage along I-505, along the west and east sides of Timbercrest, and in the triangle landscaped area south of the Timbercrest cul-de-sac. The landscape architect shall review and revise the landscaping plans, subject to City review and approval, to ensure full compliance with the State Landscape Model Water efficiency Ordinance, the Governor's executive orders, and recent emergency regulations related to water conservation.

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

lighting, landscaping and other related aspects and impacts from new development. Applicant shall fulfill this condition prior to or concurrent with issuance of occupancy permit

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

## Traffic

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

89. All driveways extending from the property onto the Public right-of-way shall be constructed in accordance with the City's Public Works Improvement Standards and Construction Specifications.
90. Applicant shall construct a transit bus stop off of E Grant Avenue, prior to building occupancy.
91. Applicant shall construct an emergency vehicle access road and gate on the south leg of the existing signalized intersection of East Grant Avenue and Matsumoto Lane, and install traffic signal poles, mast arms, and signal indications for northbound traffic.
92. A signage and striping plan for the public roadways is required and shall be approved by the City Engineer. All striping shall be thermoplastic.

#### Water

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

## Drainage

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

## North/South Segment of Storm Drainage Channel

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

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

#### East/West Segment of Drainage Channel

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

#### Sanitary Sewer

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

#### Mapping

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

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

#### Construction

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

submitted to the City of Winters Public Works Department and Caltrans for review prior to initiation of site disturbance.

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

### EIR MITIGATION MEASURES

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

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

134. **Mitigation Measure 4.4-1a:** If construction is proposed during breeding season (March-August), the project proponent shall conduct a pre-construction raptor nest survey no less

than 30 days prior to the beginning of construction activities by a qualified biologist in order to identify active nests in the project site vicinity. The results of the survey shall be submitted to CDFW and the City of Winters Planning Department.

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

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

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

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

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

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

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

**139. Mitigation Measure 4.5-1:**

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

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

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

**140. Mitigation Measure 4.5-2:**

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

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

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

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

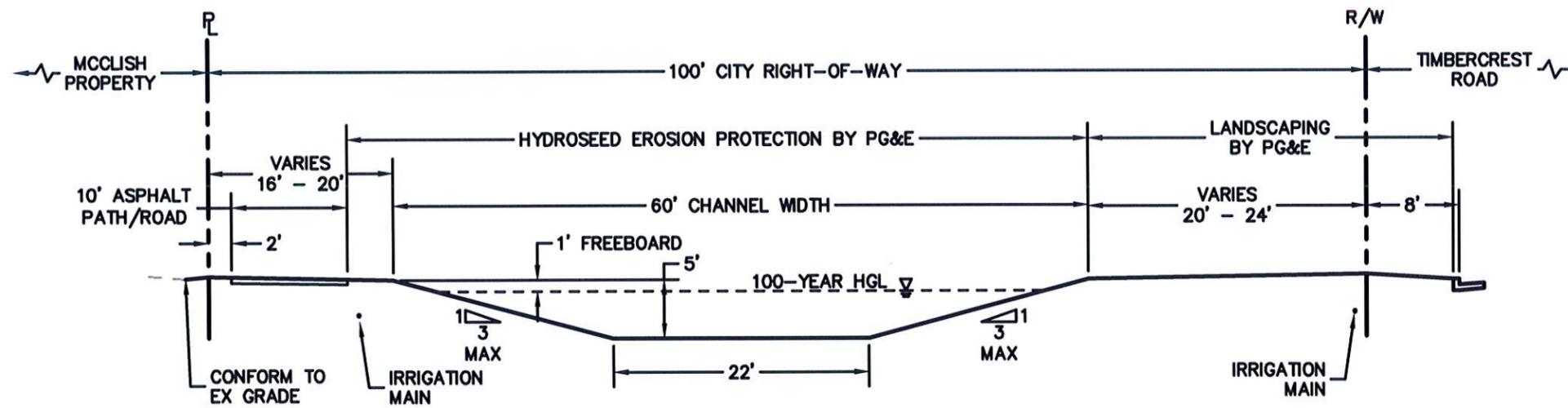
When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.

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

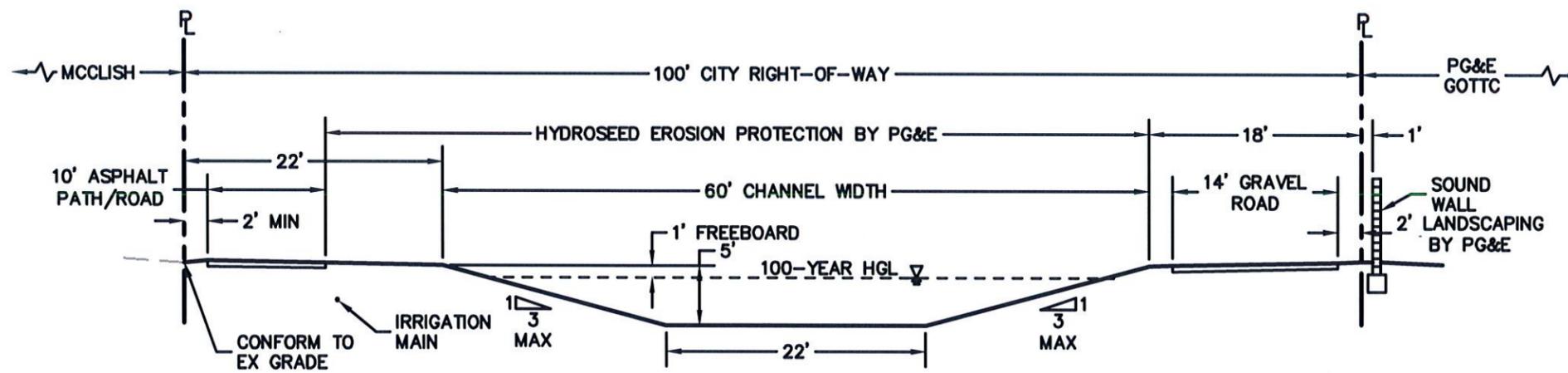
- monitoring for roadbed damage and timing for completing repairs; and
- preservation of emergency vehicle access.

## **EXHIBITS**

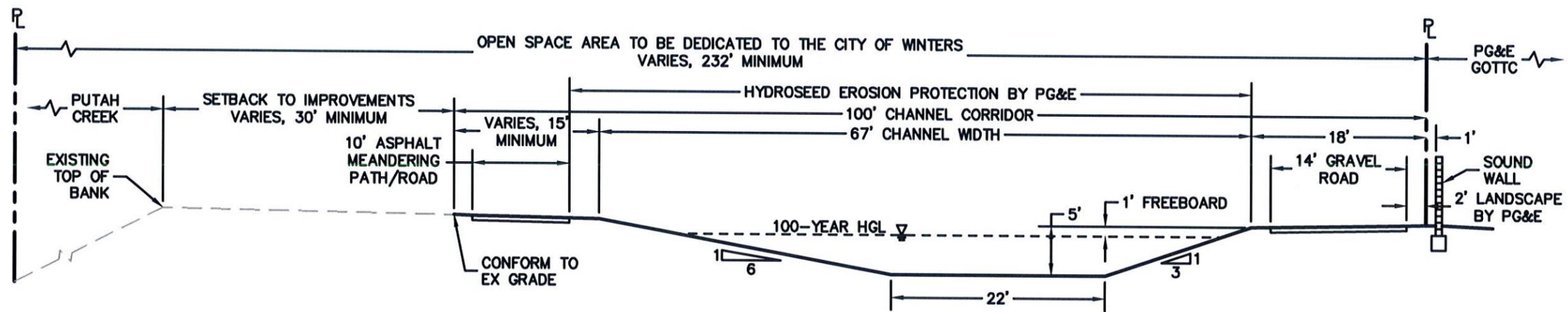
- 1) Cross Section F-F, North/South Diversion Channel (Adjacent to Timbercrest Road, Looking North)
- 2) Cross Section G-G, North/South Diversion Channel (South of Timbercrest Road, Looking North)
- 3) Cross Section H-H, East/West Diversion Channel (Looking West)
- 4) Final Adopted Mitigation, Monitoring,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



CROSS SECTION F-F  
 NORTH-SOUTH DIVERSION CHANNEL (ADJACENT TO TIMBERCREST RD, LOOKING NORTH)  
 SCALE: 1" = 16'



CROSS SECTION G-G  
 NORTH-SOUTH DIVERSION CHANNEL (SOUTH OF TIMBERCREST, LOOKING NORTH)  
 SCALE: 1" = 16'



CROSS SECTION H-H  
EAST-WEST DIVERSION CHANNEL (LOOKING WEST)  
SCALE: 1" = 16'

## 4 MITIGATION MONITORING AND REPORTING PROGRAM

In accordance with the California Environmental Quality Act (CEQA) Public Resources Code Section 21000 et seq.), the City of Winters (City) prepared an Environmental Impact Report (EIR) SCH 2014032005 that identified fifteen potentially significant impacts with regard to Aesthetics; Biological Resources; Cultural Resources; Geology, Soils, and Hazards; and Traffic and Circulation. The EIR also identifies mitigation measures that would reduce the identified impacts to a less-than-significant level, or that would eliminate these impacts all together.

CEQA Guidelines require public agencies "to adopt a reporting and monitoring program for changes to the project which it has adopted or made a condition of project approval in order to mitigate or avoid significant effects on the environment." A Mitigation Monitoring and Reporting Program (MMRP) is required for the proposed project because the EIR identifies potential significant adverse impacts related to the project implementation, and mitigation measure have been identified to reduce those impacts. Adoption of the MMRP would occur along with approval of the project.

### 4.1 PURPOSE OF MITIGATION MONITORING AND REPORTING PROGRAM

This MMRP has been prepared to ensure that all required mitigation measures are implemented and completed in a satisfactory manner before and during project construction and operation. The MMRP may be modified by the City during project implementation, as necessary, in response to changing conditions or other refinements. The attached table has been prepared to assist the responsible parties in implementing the mitigation measures. The table identifies individual mitigation measures, monitoring/mitigation timing, person/agency responsible for implementing each measure, monitoring and reporting procedures, and provides space to confirm implementation of the mitigation measures. The numbering of mitigation measures follows the numbering sequence found in the EIR.

### 4.2 ROLES AND RESPONSIBILITIES

Unless otherwise specified herein, the City is responsible for taking all actions necessary to implement the mitigation measures under its jurisdiction according to the specifications provided for each measure and for demonstrating that the action has been successfully completed. The City, at its discretion, may delegate implementation responsibility or portions thereof to a licensed contractor or other designated agent. *[The areas in grey shading indicate that enforcement is required by an agency other than the City, and therefore no verification is required.]*

The City would be responsible for overall administration of the MRRP and for verifying that City staff members and/or the construction contractor has completed the necessary actions for each measure. The City would designate a project manager to oversee implementation of the MMRP. Duties of the project manager include the following:

- ▲ ensure routine inspections of the construction site are conducted by appropriate City staff; check plans, reports, and other documents required by the MMRP; and conduct report activities;
- ▲ serve as a liaison between the City and the contractor or project applicant regarding mitigation monitoring issues;
- ▲ complete forms and maintain reports and other records and documents generated for the MMRP; and
- ▲ coordinate and ensure that corrective actions or enforcement measures are taken, if necessary.

The responsible party for implementation of each item would identify the staff members responsible for coordinating with the City on the MMRP.

### 4.3 REPORTING

The City's project manager shall prepare a monitoring report upon completion of the project describing the compliance of the activity with the required mitigation measures. Information regarding inspections and other requirements shall be compiled and explained in the report. The report shall be designed to simply and clearly identify whether mitigation measures have been adequately implemented. At a minimum, each report shall identify the mitigation measures or conditions to be monitored for implementation, whether compliance with the mitigation measures or conditions has occurred, the procedures used to assess compliance, and whether further action is required. The report shall be presented to the City Council.

### 4.4 MITIGATION MONITORING AND REPORTING PLAN TABLE

The categories identified in the attached MMRP table are described below.

- ▲ Mitigation Measure – This column provides the text of the mitigation measures identified in the approved EIR.
- ▲ Timing – this column identifies the time frame in which the mitigation will be implemented.
- ▲ Implementing Party/Agency – this column identified the party responsible for implementation of the mitigation.
- ▲ Enforcement/Monitoring Party/Agency – this column identifies the party responsible for enforcing compliance with the requirements of the mitigation measure.
- ▲ Monitoring Frequency – this column identifies the frequency of monitoring of mitigation measure implementation that should be undertaken by the enforcement/monitoring party/agency.
- ▲ Dated Signature for Verification of Compliance – this column is to be dated and signed by the person (either project manager or his/her designee) responsible for verifying compliance with the requirements of the mitigation measure.

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p><b>4.1 Aesthetics</b></p> <p><b>Mitigation Measure 4.1-2</b>                      In coordination with the City, and subject to the approval of the City Engineer and City Planner, the applicant shall redesign the proposed 100-foot channel design to free up adequate space for additional landscaping and irrigation of the sound wall and along the east/west portion of the drainage channel along the Putah Creek corridor. The width of the maintenance roads and channel shall be modified to free up a minimum of two-feet against the proposed sound wall for landscaping and irrigation, and maximize additional area on the south side of the channel for native landscaping, the trail connection, and recreational amenities consistent with the Putah Creek Nature Park Master Plan. One intent of the redesign is to result in a design that would not require future modification of the channel for it to continue to be functional as public open space at such time as the interim channel is abandoned.                      The applicant shall design and install the revised channel cross-section and provide a revised landscaping plan that includes additional native landscaping throughout the entire east/west segment consistent with the City's open space goals and the creek master plan. The revised design must include the segment of the Upper Putah Creek trail extending from I-505 west between the channel and Putah Creek (approximately 600 linear feet) and connect north along the channel to intersect with East Grant Avenue. The project applicant shall fund the installation of the described expanded native landscaping, including vines and other landscaping to soften and hide the sound wall. Vegetation near the sound wall shall be selected based on its ability to screen the proposed wall associated with the GOTTC. Vegetation in the area between the drainage channel and existing Putah Creek riparian corridor shall be selected based on ability to provide an appropriate transition from the drainage facility to the existing Putah Creek habitat. Landscaping shall include native vegetation within the redesigned channel and open space area south of the drainage channel. The City of Winters shall review/approve the proposed landscaping prior to implementation.</p>	<p>Prior to issuance of grading permits</p>	<p>PG&amp;E</p>	<p>City of Winters</p>	<p>One time</p>	
<p><b>4.4 Biological Resources</b></p> <p><b>Mitigation Measure 4.4-2a</b>                      The project applicant shall implement the following measures to avoid or minimize potential loss of migratory bird nests:</p>					

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
a. For construction activities occurring between February 15 and August 31, the project applicant shall retain a qualified biologist to conduct preconstruction surveys for nesting migratory birds (including raptors) and to identify active nests on and within 0.25 mile of the project site. The surveys shall be conducted no more than 14 days before the beginning of ground disturbing activities.	Within two weeks of initiation of construction	PG&E	City of Winters	One time	
b. If active nests are found, the qualified biologist shall determine an adequate buffer for the species and nest by referring to PG&E's Avian Conservation Strategy (ICF International and H. T. Harvey and Associates, 2013). No project activity shall commence within the buffer area until the qualified biologist confirms that any young have fledged and the nest is no longer active. If this is not feasible, consultation with CDFW or USFWS (depending on species) shall be required. Monitoring of the nest by a qualified biologist shall be required if the activity has potential to adversely affect the nest.	During construction	PG&E	City of Winters, in consultation with CDFW or USFWS as necessary	As needed/ upon observation	
<b>Mitigation Measure 4.4-2b</b> The project applicant shall implement the following measures to avoid or minimize impacts to burrowing owl nest sites and foraging habitat.					
a. The project applicant shall retain a qualified biologist to conduct preconstruction surveys on and within 500 feet of the project site no more than 30 days prior to ground-disturbing activities. If no occupied burrows are found in the survey area, a letter report documenting survey methods and findings shall be submitted to CDFW and no further mitigation shall be required.	No less than 30 days prior to initiation of construction	PG&E	CDFW	One time	
b. If an active burrow is found during the nonbreeding season, (September 1 through January 31), the project applicant shall consult with CDFW regarding protection buffers to be established around the occupied burrow and maintained throughout construction activities.	During construction	PG&E	CDFW	As needed/ upon observation	
c. If an active burrow is found during the breeding season (February 1 through August 31), occupied burrows shall not be disturbed and shall be provided with a 1,500-foot protective buffer unless a qualified biologist verifies through noninvasive means that either: 1) the birds have not begun egg laying, or 2) juveniles from the occupied burrows are foraging independently and are capable of independent survival. The 1,500-foot buffer may be reduced if a broad-scale, long-term, monitoring program acceptable to CDFW is implemented to ensure burrowing owls are not detrimentally affected. Once the fledglings are capable of independent survival, the owls can be evicted and the burrow can be destroyed per the terms of a CDFW-approved burrowing owl exclusion plan developed by the project proponent.	During construction	PG&E	CDFW	As needed/ upon observation	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<p>d. If active burrowing owl nests are found on the project site and are destroyed by project implementation, the project applicant shall mitigate the loss of occupied habitat in accordance with guidance provided in the City's Habitat Mitigation Program and the CDFW 2012 Staff Report, which states that permanent impacts to nesting, occupied and satellite burrows, and burrowing owl habitat shall be mitigated such that habitat acreage, number of burrows, and burrowing owls impacted are replaced through permanent conservation of comparable or better habitat with similar vegetation communities and burrowing mammals (e.g., ground squirrels) present to provide for nesting, foraging, wintering, and dispersal. The project applicant shall retain a qualified biologist to develop a burrowing owl mitigation and management plan that incorporates the following goals and standards:</p> <ul style="list-style-type: none"> <li>i. Mitigation lands shall be selected based on comparison of the habitat lost to the compensatory habitat, including type and structure of habitat, disturbance levels, potential for conflicts with humans, pets, and other wildlife, density of burrowing owls, and relative importance of the habitat to the species range wide.</li> <li>ii. If feasible, mitigation lands shall be provided adjacent or proximate to the project site so that displaced owls can relocate with lowered risk of take. Feasibility of providing mitigation adjacent or proximate to the project site depends on availability of sufficient suitable habitat to support displaced owls that may be preserved in perpetuity.</li> <li>iii. If suitable habitat is not available for conservation adjacent or proximate to the Project site, mitigation lands shall be focused on consolidating and enlarging conservation areas outside of urban and planned growth areas and within foraging distance of other conservation lands. Mitigation may be accomplished through purchase of mitigation credits at a CDFW-approved mitigation bank, if available. If mitigation credits are not available from an approved bank and mitigation lands are not available adjacent to other conservation lands, alternative mitigation sites and acreage shall be determined in consultation with CDFW.</li> <li>iv. If mitigation is not available through an approved mitigation bank and shall be completed through permittee-responsible conservation lands, the mitigation plan shall include mitigation objectives, site selection factors, site management roles and responsibilities, vegetation management goals, financial assurances and funding mechanisms, performance standards and success criteria, monitoring and reporting protocols, and adaptive management measures. Success shall be based on the number of adult burrowing owls and pairs using the site and if the numbers are maintained over time. Measures of success shall include site tenacity, number of adult owls present and reproducing, colonization by burrowing owls from elsewhere, changes in distribution, and trends in stressors.</li> </ul>	<p>During construction</p>	<p>PG&amp;E</p>	<p>City of Winters</p>	<p>As needed/ upon observance</p>	

Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program						
Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance	
<p><b>Mitigation Measure 4.4-4</b> The project applicant shall implement the following measures to avoid, minimize, and mitigate impacts on valley elderberry longhorn beetle:</p> <p>a. Prior to construction, a minimum setback of at least 20 feet from the dripline of each elderberry plant with stems greater than one-inch diameter at ground level shall be maintained to avoid direct impacts. The buffer area shall be fenced with high visibility construction fencing prior to commencement of ground-disturbing activities and shall be maintained for the duration of construction activities. No seating or impermeable features shall be placed within the 20-foot buffer. Planting of native riparian vegetation may occur within the 20-foot buffer as long as it does not impact the elderberry shrubs.</p> <p>b. Prior to construction, erect signs every 50 feet along the edge of the avoidance area with the following information: "This area is habitat for the valley elderberry longhorn beetle, a threatened species, and must not be disturbed. This species is protected by the Endangered Species Act of 1973, as amended. Violators are subject to prosecution, fines, and imprisonment." The signs should be clearly readable from a distance of 20 feet, and must be maintained for the duration of construction.</p> <p>c. Prior to construction, instruct work crews about the status of the beetle and the need to protect the elderberry plant.</p> <p>d. Project activities, such as truck traffic or other use of machinery, shall not create excessive dust on the project site, such that the growth or vigor of elderberry shrubs is adversely affected.</p> <p>e. Areas that are disturbed temporarily shall be restored to pre-disturbance conditions. Erosion control measures shall be implemented to restore areas disturbed within 100 feet of elderberry shrubs.</p> <p>f. Herbaceous vegetation trimming may occur from July through April to reduce fire hazard. No mowing shall occur within five feet of elderberry plant stems. Mowing must be done in a manner that avoids damaging plants (i.e., stripping away bark through careless use of mowing/trimming equipment).</p> <p>g. Upon final design of the extension of Upper Putah Creek Trail, a qualified biologist shall review final design plans and construction methods. Should the final design of recreational improvements (i.e. trails) be proposed within the 20-foot buffer, the City shall contact USFWS to determine appropriate conservation measures such that no net loss of elderberry shrubs would occur.</p>	<p>Prior to initiation of construction</p> <p>Prior to initiation of construction</p> <p>Prior to initiation of construction</p> <p>During construction</p> <p>During construction</p> <p>During construction</p> <p>Prior to issuance of grading permits for the Upper Putah Creek Trail Extension</p>	<p>PG&amp;E</p> <p>PG&amp;E</p> <p>PG&amp;E</p> <p>PG&amp;E</p> <p>PG&amp;E</p> <p>PG&amp;E</p> <p>PG&amp;E/ City of Winters</p>	<p>City of Winters</p> <p>City of Winters USFWS, if necessary</p>	<p>As needed/ upon observance</p>		

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<b>4.5 Cultural Resources</b>					
<b>Mitigation Measure 4.5-1</b>					
<p>1. In the event that any prehistoric or historic-era subsurface archaeological features or deposits, including locally darkened soil ("midden"), that could conceal cultural deposits, are discovered during construction or on-site training activities within the equipment training area, all ground-disturbing activity within 100 feet of the resources shall be halted and a qualified professional archaeologist shall be retained by the project applicant to assess the significance of the find. If the find is determined to be significant by the qualified archaeologist (i.e., because it is determined to constitute either an historical resource or a unique archaeological resource), the archaeologist shall develop appropriate procedures to protect the integrity of the resource and ensure that no additional resources are affected. Procedures could include but would not necessarily be limited to preservation in place, archival research, subsurface testing, or contiguous block unit excavation and data recovery.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	
<p>2. If the archaeologist determines that some or all of the affected property qualifies as a Native American Cultural Place, including a Native American sanctified cemetery, place of worship, religious or ceremonial site, or sacred shrine (Public Resources Code Section 5097.9) or a Native American historic, cultural, or sacred site, that is listed or may be eligible for listing in the California Register of Historical Resources pursuant to Public Resources Code Section 5024.1, including any historic or prehistoric ruins, any burial ground, any archaeological or historic site (Public Resources Code Section 5097.993), the archaeologist shall recommend to the applicant potentially feasible procedures that would preserve the integrity of the site or minimize impacts on it.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	
<p>3. In accordance with the California Health and Safety Code, if human remains are uncovered during ground-disturbing activities, the contractor shall immediately halt potentially damaging excavation in the area of the burial and notify the County Coroner and a professional archaeologist to determine the nature of the remains. The coroner is required to examine all discoveries of human remains within 48 hours of receiving notice of a discovery on private or state lands (Health and Safety Code Section 7050.5[b]). If the coroner determines that the remains are those of a Native American, he or she must contact the Native American Heritage Commission by phone within 24 hours of making that determination (Health and Safety Code Section 7050[c]). Following the coroner's findings, the archaeologist, and the NAHC-designated Most Likely Descendant shall determine the ultimate treatment and disposition of the remains and take appropriate steps to ensure that additional human interments are not disturbed. The responsibilities for acting upon notification of a discovery of Native American human remains are identified in California Public Resources Code Section 5097.94.</p>	During construction	PG&E	City of Winters	As needed/ upon observation	

Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program						
Table 4-1	Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
	<p><b>Mitigation Measure 4.5-2</b></p> <p>1. The project applicant shall retain a qualified paleontologist to conduct an on-site training that will alert all construction personnel and operational staff involved in equipment training about the possibility of encountering fossils. The appearance and types of fossils likely to be seen during construction will be described. Construction personnel shall be trained about the proper notification procedures should fossils be encountered.</p> <p>2. If paleontological resources are discovered during earthmoving activities, including on-site training activities, the project applicant shall immediately halt operations within 100 feet of the find and notify the applicant. The applicant shall retain a qualified paleontologist for identification and salvage of fossils so that construction delays can be minimized. If large specimens are discovered, the paleontologist shall have the authority to halt or divert grading and construction equipment while the finds are removed. The paleontologist shall be responsible for implementing all tasks summarized below.</p> <ul style="list-style-type: none"> <li>▲ In the event of discovery, salvage of unearthed fossil remains, typically involving simple excavation of the exposed specimen but possibly also plaster-jacketing of large and/or fragile specimens, or more elaborate quarry excavations of richly fossiliferous deposits.</li> <li>▲ Recovery of stratigraphic and geologic data to provide a context for the recovered fossil remains, typically including description of lithologies of fossil-bearing strata, measurement and description of the overall stratigraphic section, and photographic documentation of the geologic setting.</li> <li>▲ Laboratory preparation (cleaning and repair) of collected fossil remains to a point of curation, generally involving removal of enclosing rock material, stabilization of fragile specimens (using glues and other hardeners), and repair of broken specimens.</li> <li>▲ Cataloging and identification of prepared fossil remains, typically involving scientific identification of specimens, inventory of specimens, assignment of catalog numbers, and entry of data into an inventory database.</li> <li>▲ Preparation of a final report summarizing the field and laboratory methods used, the stratigraphic units inspected, the types of fossils recovered, and the significance of the curated collection.</li> </ul>	<p>Prior to initiation of construction</p> <p>During construction</p>	<p>PG&amp;E</p> <p>PG&amp;E</p>	<p>City of Winters</p> <p>City of Winters</p>	<p>One time</p> <p>As needed/ upon observance</p>	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
<b>4.6 Geology, Soils, and Hazards</b>					
<p><b>Mitigation Measure 4.6-7</b>                      In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/upon observance	
<p><b>Mitigation Measure 4.6-8</b>                      In the event that a previously unknown or unidentified UST, soils and/or groundwater contamination that could present a threat to human health or the environment is encountered during construction of the proposed project, construction activities in the immediate vicinity of the contamination shall cease immediately. The project applicant shall coordinate with the Yolo County Environmental Health Division and conduct on-site sampling to determine the potential for contamination on-site. If contamination is determined to be present, a Risk Management Plan shall be prepared and implemented that (1) identifies the contaminants of concern and the potential risk each contaminant would pose to human health and the environment during construction and post-development and (2) describes measures to be taken to protect workers, and the public from exposure to potential site hazards. Such measures could include a range of options, including, but not limited to, physical site controls during construction, remediation, long-term monitoring, post-development maintenance or access limitations, or some combination thereof. Depending on the nature of contamination, if any, appropriate agencies shall be notified (e.g., City of Winters Fire Department or Yolo County Division of</p>	During construction	PG&E	Yolo County Environmental Health Division City of Winters Fire Department, if necessary	As needed/upon observance	

Table 4-1 Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program

Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
Environmental Health). If needed, a Site Health and Safety Plan that meets Occupational Safety and Health Administration requirements shall be prepared and in place prior to commencement of work in any contaminated area.					
<b>4.9 Noise</b>					
<b>Mitigation Measure 4.9-4a</b> High-pressure air releases through the roof of the indoor flow lab to be located within the M&C Tech Center shall be fitted with silencers shown to provide 20 dB of noise reduction prior to operation.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-4b</b> Jack hammer training activities shall be conducted only within the T&D area as proposed.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-4c</b> Prior to opening day, the project applicant shall construct a secondary solid noise barrier a minimum of six feet in height adjacent to the north side of the northern T&D training pad and along the south side of the southern T&D training pad at the locations shown on Figure 4.9-2. Because of the proximity of these barriers to the noise source, and the low height of the jackhammer noise source, the noise reduction of this measure is estimated to be 8 dB.	Prior to initiation of operation	PG&E	City of Winters	One time	
<b>Mitigation Measure 4.9-5</b> All project construction activities shall be limited to the hours of 7 a.m. to 7 p.m., Monday through Friday, excluding holidays unless the project applicant obtains a variance from the City.	During construction	PG&E	City of Winters	Weekly	
<b>4.11 Transportation and Circulation</b>					
<b>Mitigation Measure 4.11-2</b> Prior to operation of the proposed project, the applicant shall contribute traffic impacts fees consistent with the City's Traffic Impact Fee Program for the installation of a traffic signal at the East Grant Avenue (SR 128)/I-505 Southbound Ramps. The installation of a traffic signal at this intersection is included in the Complete Streets Concept Plan for SR 128/Grant Avenue/Russell Boulevard (December 2010) that was prepared for Caltrans and the City of Winters, and adopted by the Winters City Council in February 2011. Further, sufficient right of way is available for the improvement. The installation of a traffic signal at this location will be triggered by a combination of new development activity in the I-505/Grant Avenue planning area and/or the addition of through trips generated by other cumulative development. The signal shall be triggered by 50 percent of approved developments plus a total of 630 p.m. peak hour trips generated by development within the I-505/Grant Avenue planning area. When these future volume triggers are met, a formal	Prior to issuance of grading permit	PG&E	Caltrans	Upon triggering of signal	

Winters Gas Operations Technical Training Center Mitigation Monitoring and Reporting Program						
Table 4-1	Mitigation Measure	Implementation Timing	Implementing Party/Agency	Enforcement/Monitoring Party/Agency	Monitoring Frequency	Dated Signature for Verification of Compliance
	<p>traffic signal warrant analysis shall be prepared to evaluate all the designated criteria and determine if sufficient warrants are met, or if additional growth can occur. When it is determined that the installation of a traffic signal is warranted, the analysis shall be submitted to Caltrans for review.</p>					
	<p><b>Mitigation Measure 4.11-3</b> The project applicant shall install a traffic signal at the East Grant Avenue/Timbercrest Road intersection prior to building occupancy.</p>	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
	<p><b>Mitigation Measure 4.11-7: Install signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach).</b> The project applicant shall install traffic signal poles, mast arms, and signal indications at the East Grant Avenue/Matsumoto Lane intersection (northbound approach) prior to building occupancy. Sufficient right-of-way is available for this improvement.</p>	Prior to issuance of occupancy permit	PG&E	Caltrans	One time	
	<p><b>Mitigation Measure 4.11-8: Develop and implement a Construction Traffic Management Plan.</b> The project applicant shall develop and implement a Construction Traffic Management Plan to the satisfaction of the City of Winters Department of Public Works. The plan shall be submitted to the City of Winters Public Works Department and Caltrans for review/approval prior to initiation of site disturbance. The plan shall include the following performance standards:  <ul style="list-style-type: none"> <li>▲ guidance on the number and size of trucks per day entering and leaving the project site;</li> <li>▲ identification of arrival/departure times that would minimize traffic impacts;</li> <li>▲ approved truck circulation patterns;</li> <li>▲ locations of employee parking and methods to encourage carpooling and use of alternative transportation;</li> <li>▲ methods for partial/complete street closures (e.g., timing, signage, location and duration restrictions);</li> <li>▲ criteria for use of flaggers and other traffic controls;</li> <li>▲ preservation of safe and convenient passage for bicyclists and pedestrians through/around construction areas;</li> <li>▲ monitoring for roadbed damage and timing for completing repairs; and</li> <li>▲ preservation of emergency vehicle access.</li> </ul> </p>	Prior to issuance of grading permit	PG&E	City of Winters Department of Public Works Caltrans	One time	

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## 5 REPORT PREPARERS

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Jenna Moser ..... Management Analyst  
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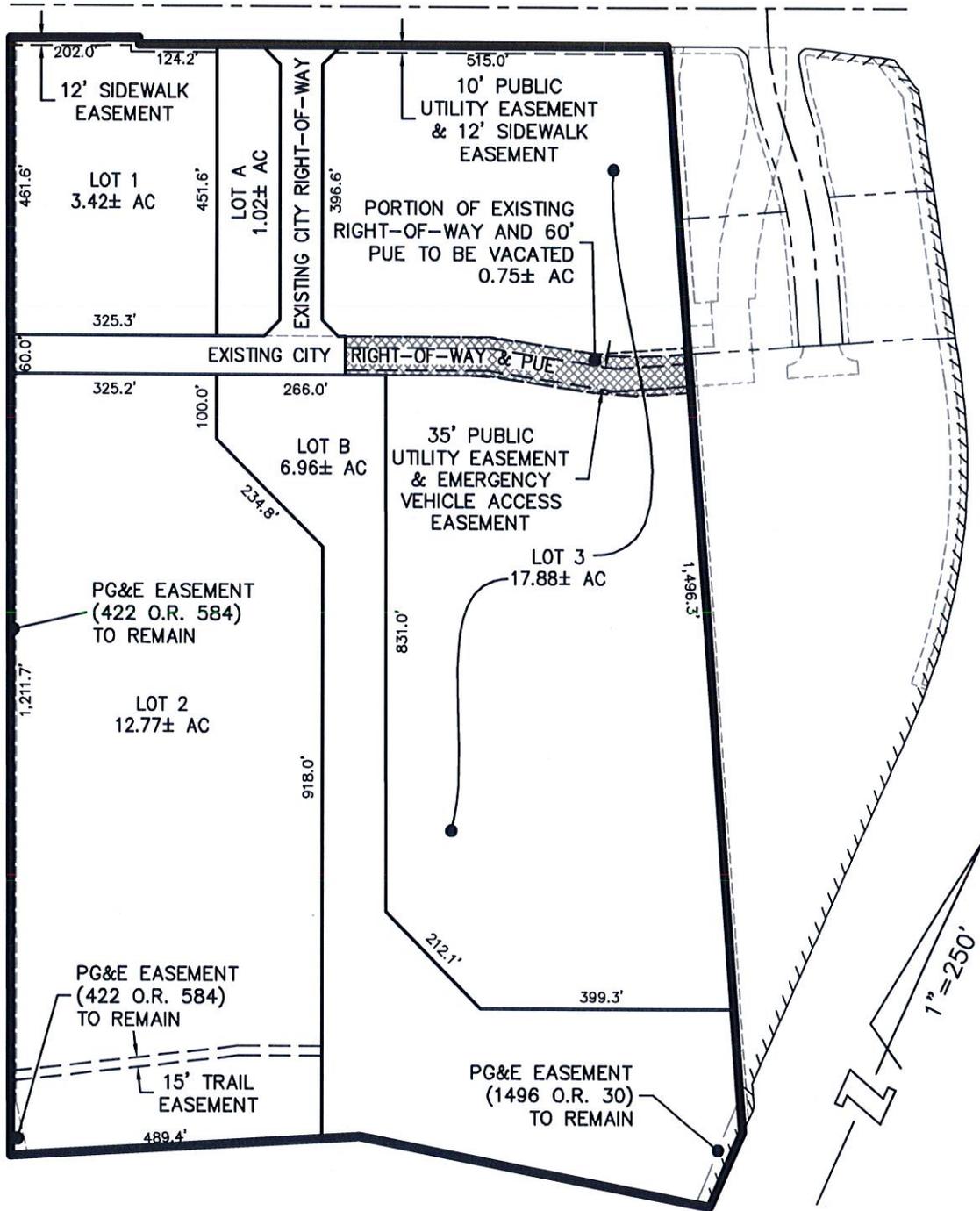
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EAST GRANT AVENUE (CA HWY 128)



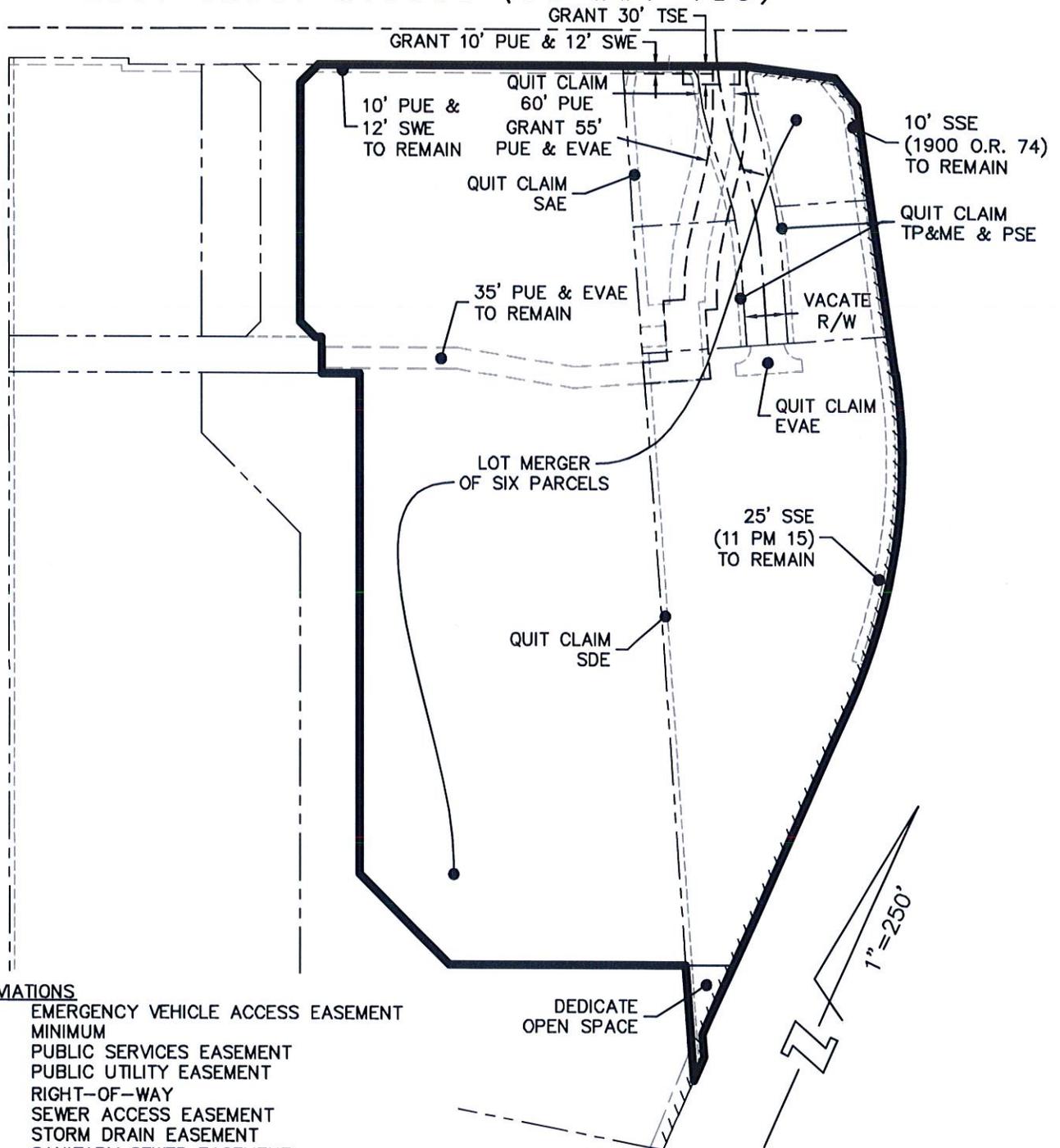
PARCEL MAP



980 9TH ST  
SUITE 1770  
SACRAMENTO, CA 95814  
916-556-5800  
916-556-5899 (FAX)

JUNE 3, 2015

EAST GRANT AVENUE (CA HWY 128)



**ABBREVIATIONS**

EVAE	EMERGENCY VEHICLE ACCESS EASEMENT
MIN	MINIMUM
PSE	PUBLIC SERVICES EASEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SAE	SEWER ACCESS EASEMENT
SDE	STORM DRAIN EASEMENT
SSE	SANITARY SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TP&ME	TREE PLANTING & MAINTENANCE EASEMENT
TSE	TRAFFIC SIGNAL EASEMENT

SEPARATE MAPPING INSTRUMENTS



**BKF**

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 SACRAMENTO, CA 95814  
 916-556-5800  
 916-556-5899 (FAX)

ENGINEERS / SURVEYORS / PLANNERS

JUNE 3, 2015

**ORDINANCE NO. 2015-03****AN ORDINANCE OF THE CITY OF WINTERS APPROVING A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND PACIFIC GAS & ELECTRIC FOR THE WINTERS GAS OPERATIONS TECHNICAL TRAINING CENTER (GOTTC)**

**WHEREAS**, Pacific Gas and Electric (“PG&E”) has submitted an application to reconfigure and develop certain property comprised of 55.2 acres located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue (also known as State Route 128) to accomplish the following: (1) Construct, operate, and maintain a natural gas vocational training center totaling 106,740 sf on approximately 29.4 acres; (2) Construct and dedicate to the City for operation and maintenance a storm drainage channel and parallel maintenance roads on approximately 7.9 acres. The maintenance road closest to the west and south would also serve as a public trail connection to the Putah Creek corridor and as a segment of Upper Putah Creek Trail system; (3) Construct and dedicate to the City for operation and maintenance a signalized extension of Timbercrest Road (which would serve as the main access to the Training Center) south from SR 128 onto a portion of a 1.6-acre right-of-way for operation and maintenance by the City. As a part of these improvements PG&E would construct a sidewalk and a bicycle path along East Grant Avenue to East Main Street; (4) Create two remainder lots totaling approximately 16.2 acres to be retained by the current owner (McClish) with no proposed development or land use approvals at this time; (5) Provide funding for the design and installation (by others, through cooperative efforts with the city and local volunteer groups) of native landscaping and other recreational improvements (which may include bench seating, trash receptacles, interpretive signage, trail directional signage, etc.) within the Putah Creek Open Space buffer proposed for dedication to the City adjacent to the existing riparian edge of the Putah Creek corridor; and (6) The City or other parties would construct the future segment of the Upper Putah Creek Trail along the rear of the McClish remainder parcel, within the 100-foot open space buffer along the existing vegetation line of the Putah Creek Corridor. This segment constitutes the final segment of the planned trail extending from downtown Winters to I-505 (collectively, the “Project”); and

**WHEREAS**, PG&E and City desire to enter into a Development Agreement in connection with the Project (the “Development Agreement”), in the form attached hereto and incorporated herein as **Exhibit A**; and

**WHEREAS**, on June 11, 2015, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Development Agreement were heard and at which the Development Agreement was comprehensively reviewed; and

**WHEREAS**, on July 7, 2015, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Development Agreement were heard and at which the Development Agreement was comprehensively reviewed; and

**WHEREAS**, the City Council reviewed and studied the Development Agreement, the Final Environmental Impact Report (“Final EIR”) prepared for the Development Agreement, and found pursuant to Resolution No. \_\_\_\_\_ that the Project complies with the California Environmental Quality Act (“CEQA”).

**NOW THEREFORE BE IT RESOLVED:**

**SECTION 1. ADOPTION OF DEVELOPMENT AGREEMENT.** Pursuant to California Government section 65868, the City Council hereby approves the Development Agreement, in the form attached hereto as **Exhibit A**.

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

A. That the Development Agreement promotes the public health, safety, and welfare of the community because the Development Agreement will allow PG&E to develop the Project and pay such fees as necessary and appropriate to address the impacts of the Project, for the benefit of the entire community.

B. That the Development Agreement is consistent with the City’s General Plan, as it will allow the Developer to complete the Project, which the City Council additionally found to be consistent with the City’s General Plan.

**SECTION 3. CEQA.** The City Council has reviewed and considered the information contained in the Final EIR and supporting documentation in connection with the Final EIR. The City Council finds, as more specifically set forth in Resolution No. \_\_\_\_\_ of City Council that the Final EIR contains a complete and accurate reporting of the environmental impacts of the Project and all approvals in furtherance thereof, including the Development Agreement, which impacts were fully addressed and mitigated in the Final EIR. The City Council further finds that the Final EIR has been completed in compliance with CEQA and the State CEQA Guidelines, and that the Final EIR reflects the independent judgment of the City of Winters.

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

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

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

The foregoing ordinance was introduced on \_\_\_\_\_, 2015, and passed and adopted during a regular meeting of the City Council of the City of Winters on \_\_\_\_\_, 2015, by the following vote to wit:

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

\_\_\_\_\_  
Cecilia Aguilar-Curry, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**DEVELOPMENT AGREEMENT**

**RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:**

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

Record for the Benefit of  
the City of Winters  
Pursuant to Government  
Code Section 6301

---

*(Space Above This Line for Recorder's Use Only)*  
Exempt from recording fee per Gov. Code §27383

DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
THE CITY OF WINTERS AND THE PACIFIC GAS AND ELECTRIC COMPANY  
Relating to the Development  
of the Winters Gas Operations Technical Training Center

THIS DEVELOPMENT AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the CITY OF WINTERS, a municipal corporation ("City"), and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("Developer") pursuant to the authority of Sections 65913.4 and 65864 et seq. of the Government Code of the State of California. This agreement refers to the City and the Developer collectively as the "Parties" and singularly as the "Party."

Recitals

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864, *et seq.* of the Government Code which authorizes any city, county or city and county to enter into a development agreement with an applicant having a legal or equitable interest in such property in order to establish certain development rights in the property which is the subject of the development project application.

B. The Developer owns in fee or has a legal or equitable interest in certain real property totaling approximately 29.6 acres described in Exhibit A attached hereto and incorporated herein by this reference and located at the southwest quadrant of the intersection of Interstate 505 and East Grant Avenue in the City of Winters, Yolo County, California ("Property").

C. Developer is a California corporation organized and existing under the laws of the State of California, in good standing thereunder, and qualified to conduct business in California. The Developer has submitted applications to the City to authorize the construction of a natural gas vocational training center totaling approximately 106,740 square feet, along with the construction and dedication of certain associated public improvements (the "Project").

D. The following development approvals, entitlements, policies and findings have been adopted by City after duly noticed public hearings and other applicable procedures and applied to the Project:

- (1) On \_\_\_\_\_, 2015, the City certified a Final Environmental Impact Report for the Project by Resolution No. \_\_\_\_\_ (the "EIR");
- (2) On \_\_\_\_\_, 2015, the City approved a General Plan Amendment making amendments to the Land Use Diagram of the Winters General Plan by Resolution No. \_\_\_\_\_ ("General Plan Amendment");
- (3) On \_\_\_\_\_, 2015, the City approved a General Plan Policy Interpretation interpreting the proposed construction of a storm water channel as consistent with General Plan Policy VI.D.1 related to the City's requirement for a 100-foot open space buffer along Putah Creek;
- (4) On \_\_\_\_\_, 2015, the City adopted Ordinance No. \_\_\_\_\_ amending the City of Winters Zoning Ordinance and Zoning Map pursuant to establish the zoning for the Property ("Rezoning");
- (5) On \_\_\_\_\_, 2015, the City approved a Conditional Use Permt for operation of a vocational training school in a PQP zone district by Resolution No. \_\_\_\_\_;

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

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

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

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

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

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

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

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

## AGREEMENT

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

ARTICLE 1. General Provisions.

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

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

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

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

1. entry, after all appeals have been exhausted, of a final judgment or issuance of a final order directing the City to set aside, withdraw or abrogate the City Council's approval of this Agreement or any of the Project Approvals.

2. Two years from the Effective date of this Agreement if the Developer have not obtained legal title to the property, unless such date is extended by the City Council.

3. The date the Developer notifies that City, in writing, that it has determined not to exercise its option to acquire the property and has notified the property owner that it has released its rights to exercise its option to acquire the property.

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

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

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

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

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

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

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

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

ARTICLE 2. Development of the Property.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 3. Obligations of the Developer.

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

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

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

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

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

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

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

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

#### ARTICLE 4. Default, Remedies, Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G. [Sec. 406] Invalidity of Agreement.

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

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

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

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

ARTICLE 5. Hold Harmless Agreement.

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

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

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

ARTICLE 6. Project as a Private Undertaking.

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

ARTICLE 7. Consistency With General Plan.

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

ARTICLE 8. Notices.

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

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

City Manager  
City of Winters

318 First Street  
Winters, CA 95694

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

Pacific Gas & Electric Company

Attn: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

ARTICLE 9. Recordation.

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

ARTICLE 10. Estoppel Certificates.

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

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

ARTICLE 11. Entire Agreement.

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

Exhibit A: Legal Description of the Property

Exhibit B: Existing Project Approvals

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

*Signatures to follow on next page*

CITY OF WINTERS

By \_\_\_\_\_

John W. Donlevy, Jr.  
City Manager

Attest \_\_\_\_\_

Nanci Mills  
City Clerk

"CITY"

APPROVED AS TO FORM:

\_\_\_\_\_

Ethan Walsh  
City Attorney

PACIFIC GAS & ELECTRIC COMPANY

By \_\_\_\_\_

Name:

Title: \_\_\_\_\_

"DEVELOPER"

Recording Requested by  
and when Recorded, return to:

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

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

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

**PUBLIC IMPROVEMENT AND MAINTENANCE  
AGREEMENT**

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

**RECITALS**

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

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

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

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

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

### **AGREEMENT**

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

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

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

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

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

**3. Construction of Improvements:**

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

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

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

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

4. **Conformance with Improvements Plans:**

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

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

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

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

7. **Inspection and Access to Work**

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

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

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

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

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

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

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

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

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

**8. Timeliness and Extension:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **22. Prevailing Wages:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER:** \_\_\_\_\_

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

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

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

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

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

**32. Time For Payment of Fees:**

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

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

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

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

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

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

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

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

be paid prior to plan check of IMPROVEMENT PLANS.

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

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

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

**(ALL SIGNATURES MUST BE ACKNOWLEDGED)**

**CITY OF WINTERS:**

**DEVELOPER:**

**BY:** \_\_\_\_\_  
**Cecilia Aguiar-Curry , MAYOR**

**BY:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**BY:** \_\_\_\_\_  
\_\_\_\_\_

**ATTEST:**

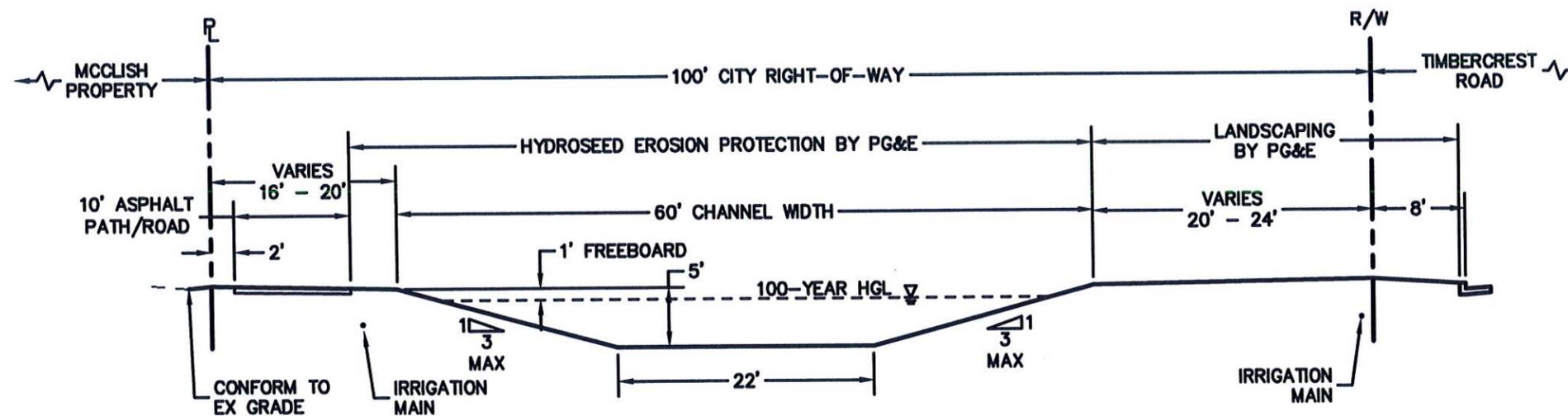
**APPROVED AS TO FORM:**

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

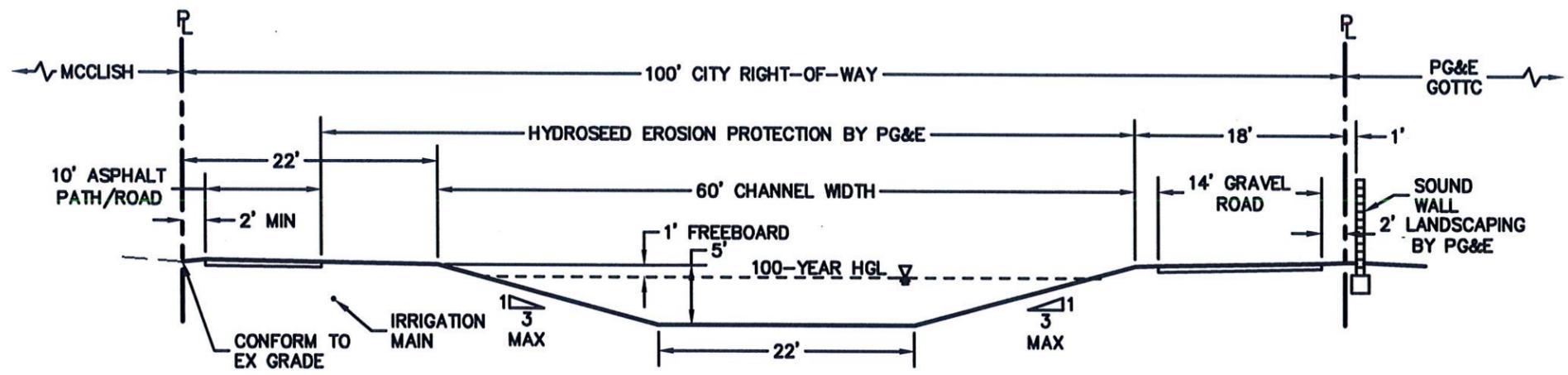
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**Ethan Walsh, ATTORNEY**

# **EXHIBIT "A"**

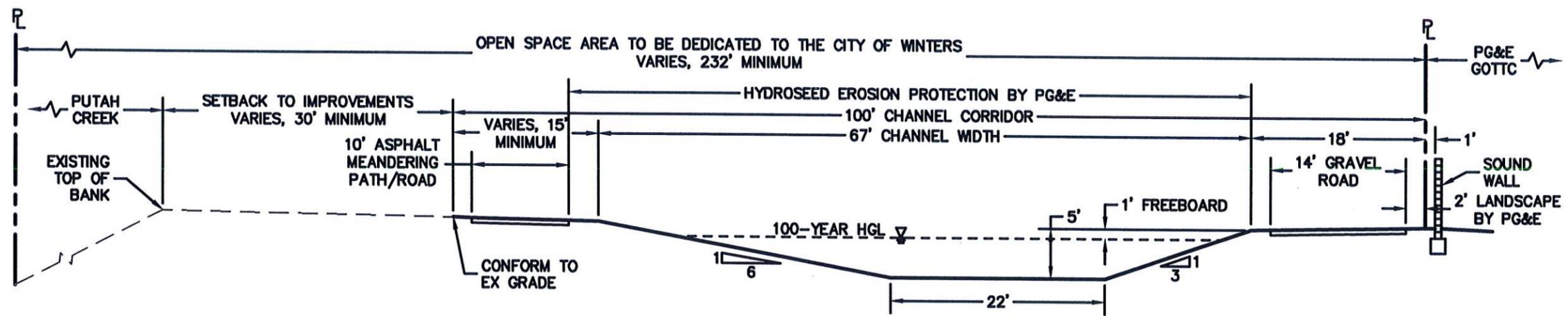
*Legal Description of Property*



CROSS SECTION F-F  
 NORTH-SOUTH DIVERSION CHANNEL (ADJACENT TO TIMBERCREST RD, LOOKING NORTH)  
 SCALE: 1" = 16'



CROSS SECTION G-G  
 NORTH-SOUTH DIVERSION CHANNEL (SOUTH OF TIMBERCREST, LOOKING NORTH)  
 SCALE: 1" = 16'



CROSS SECTION H-H  
EAST-WEST DIVERSION CHANNEL (LOOKING WEST)  
SCALE: 1" = 16'