CITY OF WINTERS
california
Est. 1875

Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 17, 2016
6:30 p.m.
AGENDA

Members of the City Council

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

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 3, 2016 (pp. 4-6)

B. Updated Project Budget Sheet and Consultant Services Agreement Amendment 2 for the W. Main Sewer Pump Station, Project No. 16-02 (pp. 7-10)

C. Resolution 2016-13, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIIB of the California Constitution for Fiscal Year 2016-2017 (pp. 11-18)

PRESENTATIONS

Draft Wastewater Treatment Facility Master Plan Update (pp. 19-139)

DISCUSSION ITEMS

1. Public Hearing and Consideration of the Proposed Amended and Restated Development Agreement and Amended Tentative Subdivision Map for the Callahan Estates Subdivision (pp. 140-284)
2. Amended Salary Schedules – CalPERS Audit Finding (pp. 285-303)
3. Appointment of Two Council Members to Serve on Community Interview Panel for Police Chief (pp. 304)
4. 2016-2018 Budget Review (pp. 305 – 307)

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

1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 17, 2016 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on May 12, 2016, and made available to the public during normal business hours.

Nanci G. Mills, City Clerk

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

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

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

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

How to obtain City Council Agendas:

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

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

City Council agenda packets are available for review or copying at the following locations:
Winters Library – 708 Railroad Avenue
City Hall – Finance Office - 318 First Street
During Council meetings – Right side as you enter the Council Chambers

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

Wednesday at 10:00 a.m.

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

CITY OF WINTERS california Est. 1875

Minutes of the Winters City Council Meeting
Held on May 3, 2016

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

Present:	Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu, and Mayor Cecilia Aguiar-Curry
Absent:	None
Staff:	City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief Joseph Kreins, Fire Chief Aaron McAlister, Public Works Superintendent Eric Lucero, Economic Development/Housing Manager Dan Maguire, and Building Official Gene Ashdown.

Jesse Loren led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Neu to approve the agenda with no changes. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 19, 2016
B. Resolution 2016-09, a Resolution of the City Council of the City of Winters, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City-Wide Maintenance Assessment District, Fiscal Year 2016/2017
C. Resolution 2016-10, a Resolution of the City Council of the City of Winters Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its' Intention to Levy and Collect Annual Assessments and Provide Notice of Hearings Thereof for the City-Wide Maintenance Assessment District, Fiscal Year 2016/2017
D. Purchase of Portable Generator for Sewer Lift Stations
E. Authorize Contract for Shade Structure for Phase Two Construction at Walnut Park Project
F. Reclassification of the Administrative Assistant Position in Public Works to a Management Analyst Position

City Manager Donlevy gave an overview. Mayor Aguiar-Curry inquired whether the assessments for the City-Wide Maintenance Assessment District are covering our costs. Motion by Council Member Fridae, second by Council Member Cowan to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS: None

DISCUSSION ITEMS

1. Budget Review (No Backup)

City Manager Donlevy gave an overview of the 2-year budgeting process and said staff has made several budgetary reductions and the budget is nearly balanced. Some expenditures are being moved into the second year of the 2-year budget. City Manager Donlevy also gave an overview of future assumptions, which included no new staffing in the first year. The second year will include the hiring of one police officer and one fire engineer. Employees will begin paying a portion of the CalPERS retirement contribution and will receive annual cost-of-living adjustments.

Shelly gave a power point presentation that included expenditure and revenue assumptions used to develop the budget, general fund comparisons, sources and uses of governmental funds and enterprise funds, which is a summary of estimated revenues, expenses, and changes in retained earnings. Shelly also reviewed general fund projected expenditures and projected City expenditures for each fiscal year, ending with a revenue vs expenditure graph dating back to 1999.

Staff and Council also discussed capital projects, a cost allocation plan, assessed value, property taxes, transient occupancy tax (TOT), the general fund and enterprise fund sources and uses.

Council requested the budget review continue to the May 17th City Council meeting.

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

1. None

CITY MANAGER REPORT: The dedication of the new Winters Road Bridge will be held on Friday, May 6th @ 3:00 p.m.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:02 p.m.

_____
Cecilia Aguiar-Curry, MAYOR

ATTEST:

_____
Nanci G. Mills, City Clerk

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: May 17, 2016

FROM: John W. Donlevy, Jr., City Manager
Alan L. Mitchell, City Engineer

SUBJECT: Updated Project Budget Sheet and Consultant Services Agreement Amendment 2 - W. Main Sewer Pump Station, Project No. 16-02.

RECOMMENDATION: Staff recommends City Council approve the Updated Project Budget Sheet (PBS), and authorize the City Manager to execute Amendment No. 2, with V. W. Housen Associates in the amount of $109,985, for Engineering Services during Construction, for the W. Main Sewer Pump Station, Project No. 16-02.

BACKGROUND: Sewer flows from new development to the north of Grant and W. Main, including Walnut Ranch, Carter Ranch, Callahan, and Winters Highlands, are master-planned to flow into a new sewer pump station and out to the WWTF through a new force main. In order to move forward with development, Winters Highlands and Callahan are conditioned to advance-fund the design and construction of the W. Main Sewer Pump Station (WMSSPS) and Force Mains projects, if not already completed.

The Developer for Winters Highlands requested the City move forward with the WMSSPS, and on October 6, 2015, Council authorized the City Manager to execute a Consultant Agreement with V. W. Housen Associates (VWH) for pre-design technical studies and analysis.

VWH completed a Technical Memorandum (TM) in November, to update the design criteria for the WMSSPS. The updates addressed phasing alternatives, aesthetics, code changes, new regulations, and new technology, as well as city operational preferences. This TM was the basis for the subsequent design and construction documents.

On January 5, 2016, Council authorized the City Manager to execute an Amendment (No. 1) with VWH for Design Services. They have completed the construction documents and the Developer will build the facility and force mains, with City oversight and inspection.

DISCUSSION: The developer for Winters Highlands is interested in constructing the first phase of their project (73 units), in 2016, and will also construct the WMSSPS. The completion of the WMSSPS is required prior to occupancy of any houses. VWH has provided a scope and fee estimate for engineering services during construction, which will be added to their current Consultant Agreement, with Amendment No. 2. The scope includes project management, submittal review, meetings, on-site visits, response to contractor requests for clarification or information, change order review, and preparation of record drawings.

Staff recommends the City Council approve the amendment and authorize the City Manager to execute Amendment No. 2 for Engineering Services during Construction for the WMSSPS.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: Regional conveyance facilities and the regional pump station (WMSSPS) to support the projects north of Grant and W Main St. are 100-percent funded by new development. The City Engineer will determine the pro-rata share for each benefitting development. The Winters Highlands Developer has fronted the funds to cover the pre-design and design phase. The Finance Manager will work with them to fund the construction administration services included in the VWH Amendment No. 2. The updated PBS reflects the additional costs associated with engineering services during construction.

Attachment: Updated PBS
VWH Amendment No. 2

W. MAIN SEWER PUMP STATION
Project Budget Sheet (Pre-Design/Design/Construction)

CIP#: 16-02 **MTIP #**
Last Updated: May-16 **Original Approval:** Oct. 2015
Project Owner: Public Works
Project Manager: Alan Mitchell **Project Resource:** Consultant

Description:
Technical analysis to update the previously prepared design criteria, including regulatory and functional use changes, and evaluate proposed phasing. Design services and preparation of construction documents, based on the VW Housen Tech Memo dated November 18, 2015. Engineering Services during Construction.

Authority:
Sewer flows from new development to the north of Grant and W. Main are master-planned to flow into a new sewer pump station and out to the WWTF through a new force main. As part of the environmental review process and entitlement approval for the Winters Highlands and Callahan Estates, the projects were conditioned to fund the W Main SS Pump Station.

Budget:

Item	%	Amount	Item	%	Amount
Project Management		$15,000	Design		$160,000
Testing and Inspection			Permits		
Pre-Design		$83,000	Engineering Support - Construction		$110,000
Right of Way/Utility Relocation			Contingency		
CEQA/NEPA		$1,000	**Project Total:**		**$369,000**

Financing Schedule: Project Start: 2015 Project Completion: 2017
Phases: Pre-Design, Design, Construction

Fund Code:							
Name:	WH Dev.		Blank	Blank	Blank	Blank	FY Totals
Previous							$ -
FY 15/16:	$ 259,000						$ 259,000
FY 16/17:	$ 110,000						$ 110,000
Fund Totals:	$ 369,000	$ -	$ -	$ -	$ -	$ -	$ 369,000

Recommended for Submittal
Carol Scianna, Public Works (date)

Recommended for Approval
Alan Mitchell, City Engineer (date) 5/9/16

Finance Department Approval
Shelly Gunby, Director of Finance (date)

City Manager Approval
John Donlevy, City Manager (date)

CITY OF WINTERS
california
Est. 1875

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 15-001VWHA
AMENDMENT No. 2 (Construction Administration)

This Amendment is made and entered into this _____ day of May, 2016, and modifies AGREEMENT No. 15-001VWHA, dated October 7, 2015, as Amended, between the City of Winters (CITY) and V.W. Housen & Associates (CONSULTANT) for engineering services for the W. Main Sewer Pump Station, PN 16-02.

This amendment changes the agreement as described below:

AMENDMENTS

The following sections shall be amended to read as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANT shall provide to the CITY the Services described in Exhibit "A-2", which is the CONSULTANT'S Scope of Services for Engineering Services during Construction (construction administration). Consultant shall provide said services at the time, place, and in the manner specified by the Agreement and Exhibits.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Estimate included in Exhibit "A-2", but in no event shall total compensation exceed One-Hundred-Nine-Thousand Nine-Hundred Eighty-Five dollars ($109,985) for work described in Exhibit "A-2", without the City's prior written approval.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____
Vivian Housen, Principal

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	May 17, 2016
THROUGH:	John W. Donlevy, Jr., City Manager
FROM:	Shelly A. Gunby, Director of Financial Management
SUBJECT:	Appropriation Limit for Fiscal Year 2016-2017

RECOMMENDATION:
City Council approve Resolution 2016-13, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIIB of the California Constitution for Fiscal Year 2016-2017.

BACKGROUND:
In 1978, Proposition 13 was enacted, and as a follow up to Proposition 13, the voters of California amended the California Constitution in 1979 to limit the growth of governmental spending by passing Proposition 4. Proposition 4 crated Article XIIIB of the California Constitution that provides a formula for calculating spending limits of governments. Proposition 4 is commonly referred to as the Appropriation or Gann Limit.

The Appropriation Limit creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. The Appropriation Limit is based on actual appropriations during the base year and increases each year using specified growth factors. The Appropriation Limit applies to only those revenues defined "proceeds of taxes". Proceeds of taxes generally refer to revenues in the General Fund, and some Special Revenue Funds.

Proceeds of taxes include, but are not limited to:

- All taxes levied by or for a Public Agency;
- Any revenue from regulatory licenses, user charges and user fees or charges to the extent that the proceeds exceed the cost of providing the regulation, product or service;
    - The following are NOT considered from regulatory licenses, user charges and user fees or charges for the purposes of the Appropriation Limit

- Rents, Concessions, entrance fees, franchise fees
- Fine, forfeitures and penalties
- Assessments on real property or person for special benefit conferred.

- State Subventions for general purposes; and
  1. State subventions include:
     - VLF in Lieu Fees that are not designated as per use; and
     - Homeowners Property Tax Relief
  2. State moneys provide to local governments with restricted uses excluded from the local governments Appropriation Limit such as:
     - Motor Vehicle Tax (Gas Tax)
- Any interest earned from the investment of the proceeds of taxes
- Certain items are excluded from the Appropriations Limit such as;
  1. State Mandate Reimbursements
  2. Certain types of Debt Service Costs
  3. Qualified Capital Outlay
  4. Costs of complying with court orders and federal mandates.
  5. Appropriation required to refund taxes; and
  6. Local agency loan funds or indebtedness funds, or investment funds in bank accounts.
  7. Redevelopment agency or successor agency property tax increment funds (because such agencies to don have the power to levy a property tax)

The City of Winters adopts the Appropriation Limit prior to the beginning of the fiscal year for which it pertains by resolution, and a discussion of the limit is included in the budget when it is submitted for approval to the City Council prior to the beginning of the fiscal year for which the budget is adopted.

The City of Winters is cautious in its spending and has never had appropriations subject to the limitation higher than 63% of the limitation.

FISCAL IMPACT:
None

ATTACHEMENTS:
Resolution 2016-13
Attachment A-Appropriation Limit Calculation
Attachment B-Department of Finance Annual Price and Population Information

RESOLUTION 2016-13
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ESTABLISHING AN APPROPRIATION LIMIT PURSUANT TO ARTICLE XIIIB OF THE CALIFORNIA CONSTITUTION FOR FISCAL YEAR 2016-2017

WHEREAS, Article XIIIB of the Constitution of the State of California provides for the annual appropriations of governmental units to be the subject of limitations, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal 2016-2017 pursuant to Article XIIIB of the Constitution of the State of California be established in the amount of $6,775,194 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 17th day of May 2016 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Cecilia Aguiar-Curry, Mayor

ATTEST:

_____
Nanci G. Mills, CITY CLERK

Attachment A

CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2016-2017
YEAR ENDED JUNE 30, 2017

APPROPRIATION LIMIT, FISCAL YEAR 2015-2016	$	6,417,714
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		1.055702
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2016-2017	$	6,775,194

2016-2017
APPROPRIATION LIMIT

Per Capita change = 5.37
Population change = 0.19

Per capital converted to a ratio

$$\frac{5.37+100}{100} = 1.0537$$

Population converted to a ratio

$$\frac{.19+100}{100} = 1.0019$$

Calculation Factor for FY 2015-16

$$1.0537 \times 1.0019 = 1.055702$$

Attachment B
Pg 1

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

EDMUND G. BROWN JR. ▪ GOVERNOR
STATE CAPITOL ■ ROOM 1145 ■ SACRAMENTO CA ■ 95814-4998 ■ WWW.DOF.CA.GOV

May 2016

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
The California Revenue and Taxation Code, section 2227, requires the Department of Finance (Finance) to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2016, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2016-17. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2016-17 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. The Revenue and Taxation Code, section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The Code and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2016.**

Please Note: Prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

MICHAEL COHEN
Director
By:

AMY COSTA
Chief Deputy Director

Attachment

Attachment B
Pg 2

May 2016

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2016-17 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2016-17	5.37

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2016-17 appropriation limit.

2016-17:

Per Capita Cost of Living Change = 5.37 percent
Population Change = 0.90 percent

Per Capita Cost of Living converted to a ratio: $\frac{5.37 + 100}{100} = 1.0537$

Population converted to a ratio: $\frac{0.90 + 100}{100} = 1.0090$

Calculation of factor for FY 2016-17:

$1.0537 \times 1.0090 = 1.0632$

Attachment B
Pg 3

Fiscal Year 2016-17

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2015 to January 1, 2016 and Total Population, January 1, 2016

County City	Percent Change 2015-2016	--- Population Minus Exclusions --- 1-1-15	 1-1-16	Total Population 1-1-2016
Yolo				
Davis	0.09	68,254	68,314	68,314
West Sacramento	2.15	51,963	53,082	53,082
Winters	0.19	7,200	7,214	7,214
Woodland	0.22	57,401	57,526	57,526
Unincorporated	5.28	26,995	28,419	28,419
County Total	1.29	211,813	214,555	214,555

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: May 17, 2016

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Carol Scianna, Environmental Services Manager CS

SUBJECT: Draft Wastewater Treatment Facility Master Plan Update

RECOMMENDATION: Staff recommends the Council receive presentation of the Draft Wastewater Treatment Facility Master Plan Update presented by Larry Walker and Associates staff and discuss options available for acceptance at subsequent meeting.

BACKGROUND: In 2006 a similar Wastewater Treatment Facility (WWTF) Masterplan was presented to Council discussing several options for expansion of Wastewater Treatment Facility that would allow the City to provided services for anticipated growth. However, the housing market stalled and discussions were terminated since expansion was not needed at the time. With the recent recovery of housing market the City has been tasked to re- evaluate the WWTF and determine what improvements would be necessary to provide services for a City population of 8,800 by the year 2035 and also meet probable regulatory requirements. Five options are being presented and discussed to determine which alternative would be the best choice for the City. Staff will be bringing this item back for action at a future meeting.

FISCAL IMPACT: There are five options presented ranging in costs from $8 million to $35million

Winters Wastewater Treatment Facility Master Plan Update
April 26, 2016

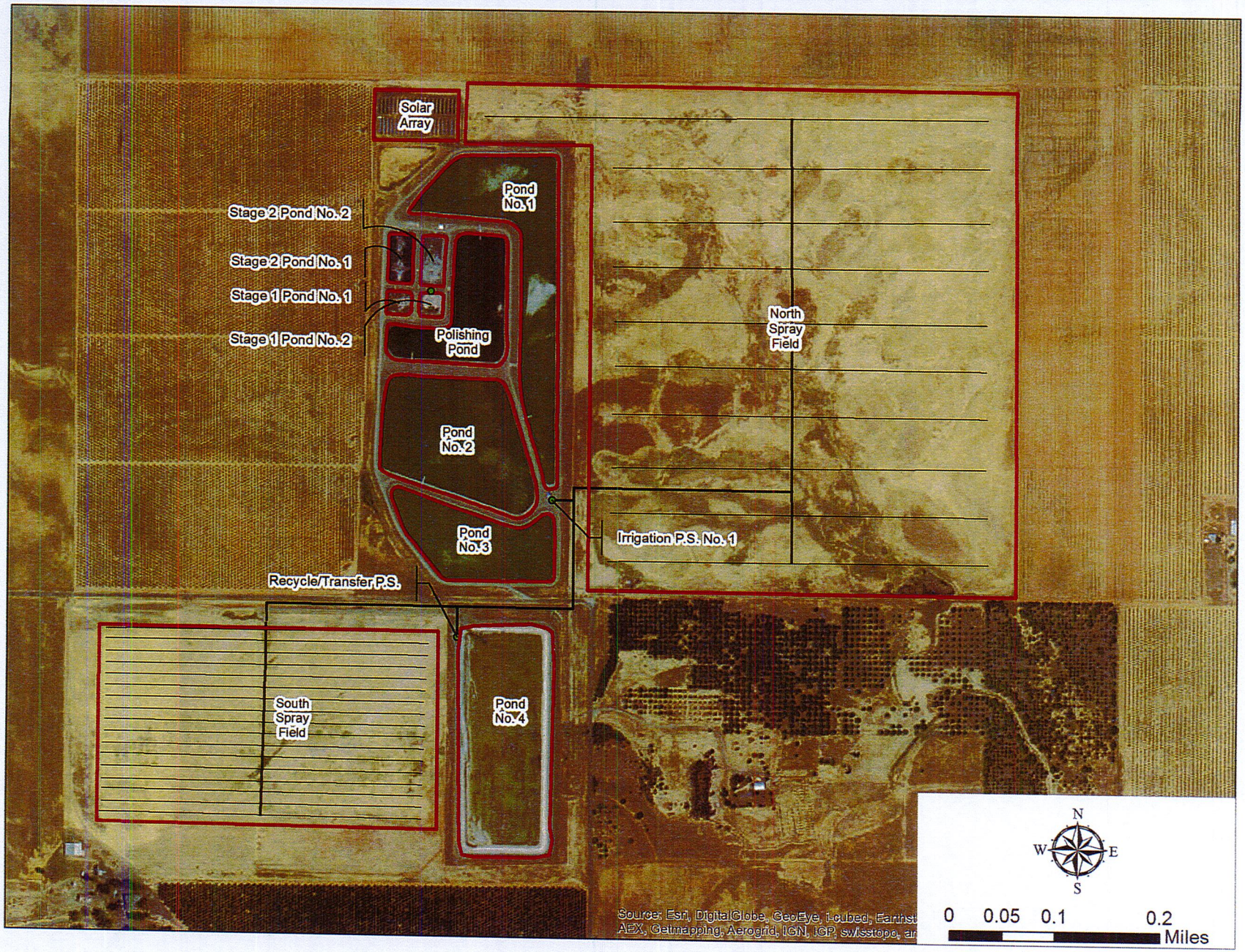
CITY OF WINTERS
california
Est. 1875

LARRY WALKER ASSOCIATES

Purpose and Goals

Provide a roadmap for guiding and addressing wastewater treatment facility needs through 2035.

- 1996 Wastewater Treatment Facilities Master Plan
  - 2001 Supplemental Report
  - Draft 2007 Wastewater Treatment Facilities Master Plan
- Work in conjunction with Sewer Collection System Master Plan
- Meet wastewater treatment needs for next 20 years
- Promote recycled water use


Solar Array
Pond No.1
Stage 2 Pond No. 2
Stage 2 Pond No. 1
Stage 1 Pond No. 1
Stage 1 Pond No. 2
Polishing Pond
North Spray Field
Pond No.2
Pond No.3
Irrigation P.S. No. 1
Recycle/Transfer P.S.
South Spray Field
Pond No.4
N
W
E
S
0 0.05 0.1 0.2
Miles

Key Differences between 1996 and 2016 Master Plans

Parameter	1996 Plan	2016 Plan
Population	4,778 (1991)	6,979 (2014)
Design population	12,500 (2010)	8,800 (2035)
Design per capita wastewater generation rate (gal/day/person)	130	85
Average wastewater flow (million gallons per day [MGD])	0.62 (1991)	0.59 (2014)
Design capacity (MGD)	0.70	0.92
Proposed design capacity (MGD)	1.62	0.92
Wastewater disposal	Spray fields	Agricultural irrigation/ spray fields

Alternatives Evaluated

Alternative	Treatment Level	Pond 1	New Ponds	Existing Ponds
1A	Secondary	Full	Lined	Unlined
1B	Secondary	Full	Lined	Lined
2A	Secondary	Empty	Lined	Unlined
2B	Secondary	Empty	Lined	Lined
3A	Partial Tertiary	Empty	Lined	Lined

Key assumptions

- Full water recycling
- Design for 100-year annual rainfall

Water Balance

Alternative 1A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	3.6	4.43	6.9	7.9	12.7	0.0	-1.7	0.0	110.5
Nov	0.825	24.8	6.12	9.5	2.31	3.6	7.9	6.6	0.0	16.2	16.2	94.3
Dec	0.776	24.1	10.08	15.7	1.71	2.7	7.9	0.0	0.0	29.2	45.3	65.1
Jan	0.700	21.7	11.48	17.9	1.71	2.7	7.9	0.0	0.0	29.0	74.3	36.2
Feb	0.801	22.4	9.30	14.5	2.46	3.8	7.9	0.0	0.0	25.2	99.5	11.0
Mar	0.759	23.5	6.64	10.3	4.09	6.4	7.9	9.9	0.0	9.7	109.2	1.3
Apr	0.761	22.8	3.02	4.7	5.61	8.7	7.9	13.6	0.0	-2.7	106.5	4.0
May	0.736	22.8	1.23	1.9	7.50	11.7	7.9	18.1	0.0	-13.0	93.5	17.0
Jun	0.695	20.8	0.33	0.5	8.58	13.3	7.9	34.0	0.0	-33.9	59.6	50.8
Jul	0.735	22.8	0.05	0.1	9.55	14.9	7.9	37.8	0.0	-37.7	21.9	88.6
Aug	0.683	21.2	0.09	0.1	8.53	13.3	7.9	33.8	0.0	-33.6	-11.7	122.2
Sep	0.806	24.2	0.52	0.8	6.27	9.8	7.9	17.9	0.0	-10.6	-22.3	132.8
Total		273	51.2	79.7	62.8	97.6	94.9	184.4	0.0	-24.1		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is full at beginning of wet season		
Wastewater Generation Rate	85	gpcd
Population	8,800	people
Existing Pond Surface Area	32.5	acres
New Pond Surface Area	9	acres
Existing Storage	288	acre-ft
New Storage Required	51	acre-ft
Orchard Irrigation Area	162	acres
Spray Field Irrigation	0	MG

Storage Pond Needs

Alternative	Existing (ac-ft)	Phase I Addition (ac-ft)	Phase II Addition (ac-ft)	Total (ac-ft)
1A	288 (1)	51	0	339
1B	288 (1)	91	91	561
2A	380	0	0	380
2B	380	23	0	403
3A	380	0	0	380

(1) Assumed that Pond 1 is maintained to be full

Recycled Water and Costs*

Alternative	Volume of Recycled Water (ac-ft)	PW Capital Costs ($)	PW O&M Costs ($)	Total Present Worth Cost ($)
1A	570	$2.5M	$5.6M	$8.1M
1B	800	$7.8M	$5.6M	$13.4M
2A	580	$1.1M	$5.6M	$6.8M
2B	830	$4.6M	$5.6M	$10.2M
3A	800	$23.3M	$11.7M	$35.1M

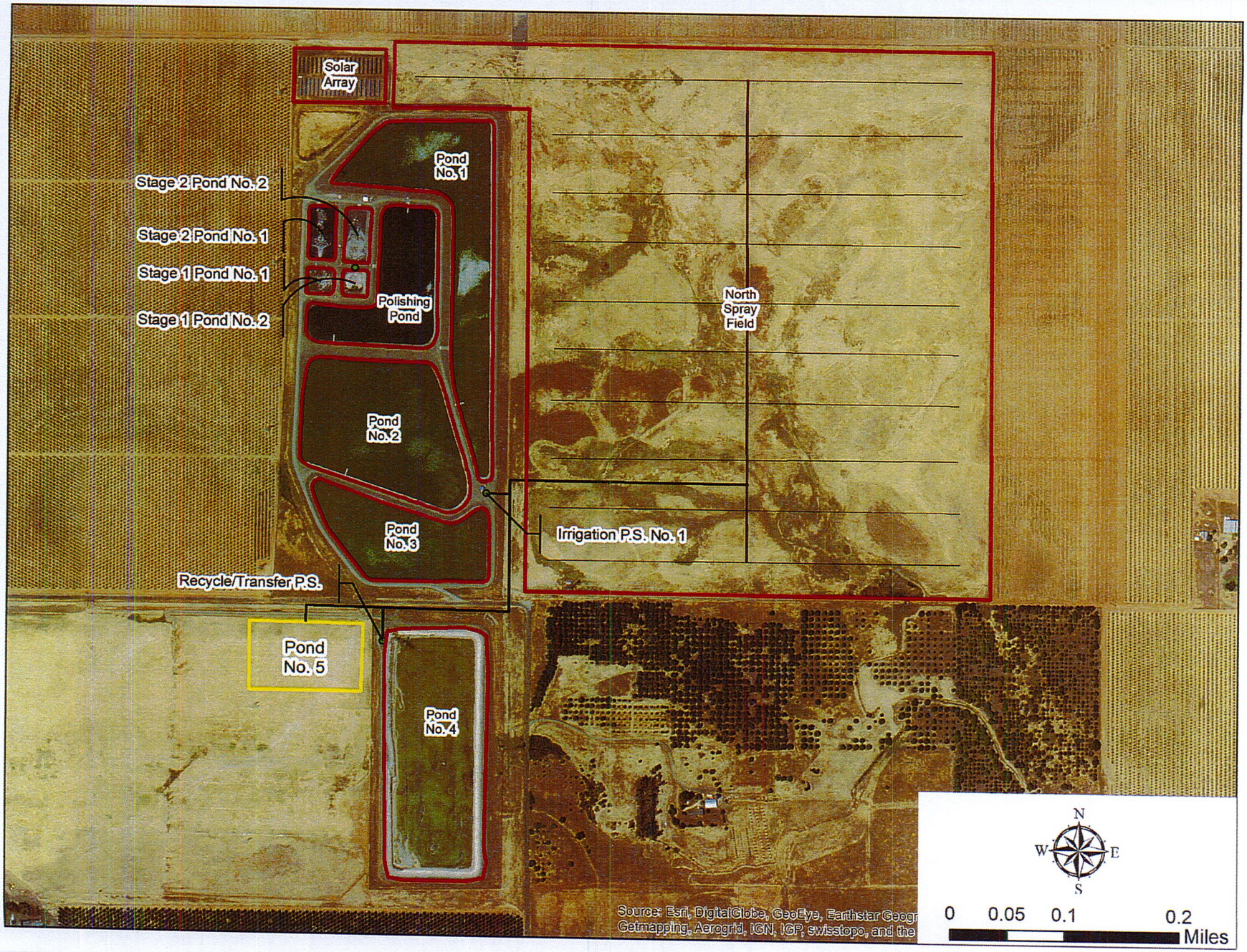
*Costs do not include capital and O&M costs for recycled water distribution pipes

Cost Considerations

- Capital
  - Construction of new storage pond(s)
  - Storage pond lining
  - Transfer/recycled water pump station
  - Equipment replacement
- O&M
  - Labor
  - Chemicals
  - Energy

Alternatives Comparison

Factor	Max	Alternatives				
		1A	1B	2A	2B	3A
Present worth cost	40	35	25	40	30	10
Recycled water production	5	3	5	3	5	5
Spray field land disposition	5	5	3	5	5	5
Ease/reliability of operation	5	5	5	5	5	3
Health, safety, odor risk	5	3	3	3	3	5
Regulatory considerations	20	15	15	15	15	18
Environmental considerations	20	10	14	14	16	18
Total	100	76	70	85	79	64


Solar Array
Pond No. 1
Stage 2 Pond No. 2
Stage 2 Pond No. 1
Stage 1 Pond No. 1
Stage 1 Pond No. 2
Polishing Pond
North Spray Field
Pond No. 2
Pond No. 3
Irrigation P.S. No. 1
Recycle/Transfer P.S.
Pond No. 5
Pond No. 4
N
W
E
S
0 0.05 0.1 0.2
Miles
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geogr
Getmapping, Aerogrid, IGN, IGP, swisstopo, and the

MARCH 2016

DRAFT

CITY OF WINTERS

Wastewater Treatment Facility Master Plan Update

Prepared by

LARRY WALKER ASSOCIATES

LARRY WALKER ASSOCIATES

Table of Contents

Executive Summary **ES-1**
Treatment, Recycle, and Disposal Alternatives ES-1
Analysis of Alternatives ES-2
Apparent Best Alternative ES-2
Introduction **1**
Background 1
Purpose 1
Existing Facilities and Conditions **2**
Design Conditions **5**
Water Balance 5
Regulatory Requirements 12
Design Criteria and Loadings 13
Treatment, Recycle, and Disposal Alternatives **15**
Alternative 1A 17
Alternative 1B 22
Alternative 2A 28
Alternative 2B 32
Alternative 3A 37
Analysis of Alternatives **42**
Design Data Comparison 42
Present Worth Cost Comparison 42
Other Monetary Factors 43
Non-Monetary Factors Comparison 44
Comparison Summary and Ranking 45
Apparent Best Alternative 46

List of Tables

Table ES-1. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives ES-1
Table ES-2. Summary of Comparison of Alternatives Ranking ES-2
Table 1. Design Criteria for Existing Treatment Facilities 3
Table 2. Design Criteria for Existing Storage and Water Recycling/Disposal Facilities 4
Table 3. City of Winters Monthly Influent Wastewater Flow Characteristics 7
Table 4. City of Winters Monthly Precipitation Distribution 9
Table 5. City of Winters Monthly Average Reference Evapotranspiration Rate and Evapotranspiration Rates for Water Balances 10
Table 6. Treatment Level Requirements for Recycled Water Uses 14
Table 7. City of Winters Wastewater Treatment Facility Design Criteria and Loadings for Future Conditions (2035) 14
Table 8. Preliminary Design Data for Alternative 1A Facilities 18
Table 9. Estimated Capital Costs for Alternative 1A Phase 1 20
Table 10. Estimated Capital Costs for Alternative 1A Phase 2 21
Table 11. Estimated Operations and Maintenance Costs for Alternative 1A 21
Table 12. Preliminary Design Data for Alternative 1B Facilities 23
Table 13. Estimated Capital Costs for Alternative 1B Phase 1 25
Table 14. Estimated Capital Costs for Alternative 1B Phase 2 26
Table 15. Estimated Operations and Maintenance Costs for Alternative 1B 27
Table 16. Preliminary Design Data for Alternative 2A Facilities 28
Table 17. Estimated Capital Costs for Alternative 2A Phase 1 30
Table 18. Estimated Capital Costs for Alternative 2A Phase 2 31
Table 19. Estimated Operations and Maintenance Costs for Alternative 2A 31
Table 20. Preliminary Design Data for Alternative 2B Facilities 33
Table 21. Estimated Capital Costs for Alternative 2B Phase 1 35
Table 22. Estimated Capital Costs for Alternative 2B Phase 2 36
Table 23. Estimated Operations and Maintenance Costs for Alternative 2B 36
Table 24. Estimated Capital Costs for Alternative 3A Phase 1 39
Table 25. Estimated Capital Costs for Alternative 3A Phase 2 40
Table 26. Estimated Operations and Maintenance Costs for Alternative 3A 41

Table 27. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives 42
Table 28. Comparison of Present Worth Costs of Treatment and Recycle/Discharge Alternatives 43
Table 29. Projected 2035 Volume of Recycled Water Production 43
Table 30. Estimated Post-Project Spray Field Land Available 44
Table 31. Summary Comparison of Alternatives Ranking 46

List of Figures

Figure 1. Site Map of Current Winters Wastewater Treatment Facility 2
Figure 2. Relationship of Proposed Alternatives 16
Figure 3. Layout of Proposed Facilities - Alternative 1A 19
Figure 4. Layout of Proposed Facilities - Alternative 1B 24
Figure 5. Layout of Proposed Facilities - Alternative 2A 29
Figure 6. Layout of Proposed Facilities - Alternative 2B 34

List of Appendices

Appendix A: City of Winters Waste Discharge Requirements Order No. R5-2002-0136
Appendix B: Water Balance Calculation Tables
Appendix C: Cost Estimate Tables

List of Acronyms

BOD_5	5-day biochemical oxygen demand
BPTC	Best Practicable Treatment and Control
CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CIMIS	California Irrigation Management Information System
ET_0	reference evapotranspiration rate
gpcd	gallons per capita per day
gpm	gallons per minute
hp	horsepower
lb/day	pounds per day
MBR	membrane bioreactor
MG	million gallons
mg/L	milligrams per liter
MGD	million gallons per day
POTW	Publicly-owned treatment works
psi	pounds per square inch
TSS	Total suspended solids
UV	ultraviolet
WDR	Waste Discharge Requirements
WRR	Water Recycling Requirements
WWTF	City of Winters Wastewater Treatment Facility

Executive Summary

The Wastewater Treatment Facility Master Plan Update was prepared to re-evaluate the wastewater treatment facilities necessary to serve the estimated City of Winters (City) population of 8,800 by 2035 and comply with probable regulatory requirements and to identify the apparent best alternative for phased implementation of the facilities.

TREATMENT, RECYCLE, AND DISPOSAL ALTERNATIVES

The City has an ultimate goal of fully recycling its final effluent by providing it to local farmers for crop irrigation. The Wastewater Treatment Facility Master Plan Update identified and evaluated five alternatives that feature different levels of storage pond lining and treatment levels that will allow the City to reach that goal while minimizing, if not eliminating, the use of the existing spray fields for final effluent disposal. Principal features and present worth costs of each alternative considered in this Master Plan Update are summarized in Table ES-1.

Table ES-1. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives

Component	Alternative				
	1A	1B	2A	2B	3A
Treatment Process	Aerated ponds	Aerated ponds	Aerated ponds	Aerated ponds	Tertiary MBR
Storage Pond Lining	New only	All ponds	None	All ponds	All ponds
Effluent Recycle/Disposal	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle
Storage Volume (acre-feet)					
Existing	288 (1)	288 (1)	380	380	380
Phase 1 – New	51	91	0	23	0
Phase 2 – New	0	91	0	0	0
Total	339	561	380	403	380
Spray Field Usage (acres) (2)					
Existing	133	133	133	133	133
Phase 1	-40	-40	-40	-40	-40
Phase 2	-93	-93	-93	-93	-93
Total	0	0	0	0	0
Water Recycling Volume (acre-feet)	570	800	580	830	800
Present Worth Cost (3)	$8,163,000	$13,406,000	$6,766,000	$10,232,000	$35,050,000

(1) For this alternative, it is assumed that Pond 1 is full and provide zero storage capacity at the beginning of the wet season.

(2) Before the City moves towards full recycling, the spray fields will continue to be necessary to dispose of final effluent in excess of recycled water demand. Once the City

fully recycles all its final effluent, it may be possible to identify alternative uses for the spray fields.

(3) Present worth costs do not include the costs associated with installing recycled water conveyance facilities. The City needs to identify recycled water users prior to sizing and designing this system.

ANALYSIS OF ALTERNATIVES

The various alternatives are compared by means of the ranking matrix presented in Table ES-2 in which numeric scores are assigned to each alternative for various monetary and non-monetary factors. Scoring is based on a combination of field experience, published information, regulatory knowledge, and best professional judgment.

Table ES-2. Summary Comparison of Alternatives Ranking

Factor	Alternative					
	Maximum	1A	1B	2A	2B	3A
Present worth cost	40	35	25	40	30	10
Recycled water production	5	3	5	3	5	5
Spray field land disposition	5	5	3	5	5	5
Ease/reliability of operation	5	5	5	5	5	3
Health, safety, odor risk	5	3	3	3	3	5
Regulatory considerations	20	15	15	15	15	18
Environmental considerations	20	10	14	14	16	18
Total	100	76	70	85	79	64

APPARENT BEST ALTERNATIVE

The apparent best alternative will depend on the need to line existing storage ponds to achieve Best Practicable Treatment and Control (BPTC). If the Central Valley Regional Water Quality Control Board determines through a BPTC Evaluation that lining of existing storage ponds is not required, then Alternative 2A is the preferred alternative based on its low cost and highest overall ranking. However, if lining of the existing storage ponds is required to achieve BPTC, then Alternative 2B becomes the preferred alternative.

Introduction

BACKGROUND

The City of Winters (City) owns and operates the Wastewater Treatment Facility (WWTF), which provides treatment and disposal of wastewater from approximately 7,000 residents in the City. The City most recently updated its Sewer Master Plan – Wastewater Treatment Facilities in August 1996 (1996 Master Plan). The 1996 Master Plan outlined a three-phase implementation plan to update wastewater treatment and disposal facilities to meet the needs of a design population of 12,500 by 2010. The City implemented Phases 1A and 1B of the 1996 Master Plan in 2001 and 2002, respectively, which increased the rated average dry weather design flow of the WWTF to 0.96 million gallons per day (MGD).

Subsequent to the 1996 Master Plan, the City prepared a draft Wastewater Facilities Master Plan Update in January 2007 (2007 Draft Master Plan). The 2007 Draft Master Plan was developed to re-evaluate the wastewater treatment and disposal facilities necessary for a design population of 12,500 in addition to complying with potential regulatory requirements that could have been imposed on the City based on groundwater study findings and developments in treatment process technology. The 2007 Draft Master Plan outlined multiple alternatives ranging from expansion of existing treatment and disposal facilities to upgrading treatment technologies to allow for alternative disposal options. Due to overall economic conditions beginning in late 2007, land development in the City slowed significantly, and growth expectations were not realized.

PURPOSE

As economic conditions have improved in recent years, land development activity in the City has started to increase with new development being planned and initiated. To meet future growth expectations and expand recycled water opportunities, the City is re-evaluating the WWTF to determine how to expand and/or upgrade the existing treatment and disposal facilities as part of this Wastewater Treatment Facility Master Plan Update. This update will also consider existing, near-term, and potential long-term regulatory requirements in developing and identifying the apparent best alternative for implementation.

This update is organized into the following sections:

- Description of existing facilities and conditions
- Assessment of regulatory requirements that may affect decisions regarding treatment and discharge/water recycling alternatives
- Development of design considerations
- Identification and development of wastewater treatment and disposal facilities alternatives to accommodate future needs, including preliminary site layouts, design criteria, and planning level capital and operating costs
- Analysis of alternatives by comparison of total present worth costs and non-monetary factors
- Selection of a recommended alternative and description of a plan for phased implementation of the recommended facilities.

Existing Facilities and Conditions

The WWTF treats wastewater through a two-stage aerated pond system that includes a polishing pond and chlorination facilities for disinfection. Final effluent can be stored in four storage ponds, disposed of on 170 acres of spray fields, or provided as recycled water to local farmers for crop irrigation. A site map identifying the location and configuration of existing facilities is presented in Figure 1. Design data and rated capacities for existing treatment and storage/recycle/disposal facilities are presented in Table 1 and Table 2, respectively.

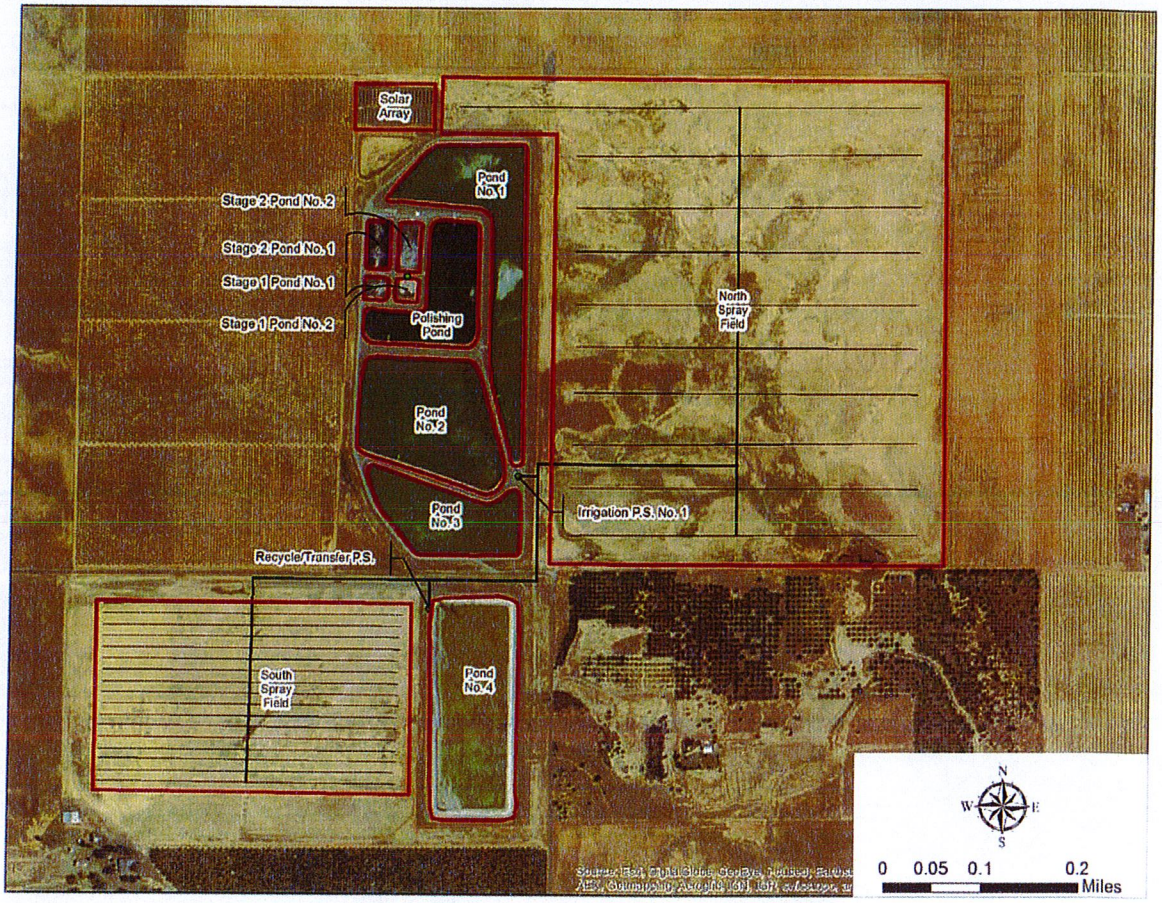


Figure 1. Site Map of Current Winters Wastewater Treatment Facility

Table 1. Design Criteria for Existing Treatment Facilities

Parameter	Unit	Value
Flow		
Current (2014)	MGD	0.59
Average dry weather design capacity	MGD	0.92
Peak wet weather capacity	MGD	6.0
Influent pump station (East Street)		
Number of pumps	ea	3
Horsepower	hp	1 @ 47 2 @ 88
Pump capacity	gpm	1 @ 475
Flow meter capacity	MGD	3.7
Aerated Pond Stage 1 (Primary)		
Number of ponds	ea	2
Aerators per pond/unit horsepower	ea/hp	1 @ 25
Oxygen transfer capacity per pond	lb/day	1,560
Volume per pond	MG	0.68
Depth	ft	10
Aerated Pond Stage 2 (Secondary)		
Number of ponds	ea	2
Aerators per pond/unit horsepower	ea/hp	2 @ 10
Oxygen transfer capacity per pond	lb/day	720
Volume per pond	MG	1.2
Depth	ft	10
Polishing Pond		
Number of ponds	ea	1
Surface area	acres	5.0
Pond re-aeration rate	lb/day	500
Volume	MG	14.6
Disinfection System		
Type	–	Hypochlorite
Capacity	gal/hr	10.5

Table 2. Design Criteria for Existing Storage and Water Recycling/Disposal Facilities

Parameter	Unit	Value
Storage Ponds		
Number of ponds	ea	4
Pond Area		
Pond No. 1	acre	10.8
Pond No. 2	acre	10.4
Pond No. 3	acre	6.1
Pond No. 4	acre	16.0
Pond Volume		
Pond No. 1	acre-ft	92
Pond No. 2	acre-ft	95
Pond No. 3	acre-ft	53
Pond No. 4	acre-ft	140
Irrigation Pump Station		
Number of pumps	ea	2
Horsepower per pump	hp	75
Capacity per pump	gpm	1,200
Transfer/Tailwater Pumping Station		
Number of pumps	ea	2
Horsepower per pump	hp	15
Capacity per pump	gpm	1,200
Irrigation System		
North Spray Field		
Area	acre	130
Type of distribution system	–	buried solid-set
Type of sprinklers	–	big-gun impact
Capacity per sprinkler	gpm	324 @ 60 psi
Number of sprinklers	ea	104
South Spray Field		
Area	acre	40
Type of distribution system	–	surface aluminum
Type of sprinklers	–	1-nozzle impact
Capacity per sprinkler	gpm	10.7 @ 60 psi
Number of sprinklers	ea	448

Design Conditions

Future wastewater facilities must be designed to accommodate projected wastewater flows and loadings from all discharge sources. To estimate the volume of wastewater that must be treated and disposed of by the WWTF during the next 20 years (i.e., 2035), water balances were conducted based on two wastewater generation rates to determine if the current WWTF has the capacity to handle the anticipated volume of wastewater. Based on that analysis, a wastewater generation rate was selected for this Master Plan update. This section also discusses near-term and long-term regulatory requirements that may impact the City's operation of the WWTF and presents design criteria used for developing the alternatives.

WATER BALANCE

Water balances were developed to identify the range of volumes of wastewater that the WWTF may need to treat and dispose of by 2035. An initial set of water balances were developed using two wastewater generation rates based on recent data, current and projected water recycling and irrigation rates, local precipitation and evaporation rates, seepage rates, and projected future population. These wastewater generation rates were evaluated to determine the appropriate design wastewater generation rate that was used to develop alternatives for improving the WWTF to manage future needs.

Wastewater Inflow

Water balances designed to identify future needs are typically based on projected population and an expected wastewater generation rate.

Projected 2035 Population

In January 2014, the United States Census Bureau estimated that the population of the City was approximately 6,979. Between 2007 and 2013, the City's population only grew at an average annual rate of 0.1 percent due to the economic conditions beginning in late 2007 that significantly impacted land development in the City. Over the last few years as economic conditions have improved, land development activity in the City has increased with new development being planned and initiated. The City currently anticipates adding approximately 619 housing units and 30 apartment units over the next 20 years.

Census data from 2013 also indicates that the average household size in the City was approximately 2.82 persons per household.[1] Based on the anticipate addition to housing stock over the next 20 years and the average household size, the estimated population of the City in 2035 is approximately 8,800. This corresponds to an annual population growth rate of 1.1 percent.

[1] United States Census Bureau. 2009-2013 American Community Survey 5-Year Estimates, Winters, California. http://factfinder.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk, Last accessed September 24, 2015.

Wastewater Generation Rate

A wastewater generation rate of 130 gallons per capita per day (gpcd) was used in the development of the 2007 Draft Master Plan. This design generation rate included an allowance for potential future commercial and industrial discharges. In June 2014, a wastewater generation rate analysis was conducted using influent wastewater flows to the WWTF between January 2007 and April 2014 and recent population information data. This analysis yielded an updated wastewater generation rate of 102 gpcd.[2] A major reason for the reduced wastewater generation rate was reduced sewer infiltration and inflow as a result of sewer system improvements. Between 2012 and 2013, the City, through its Capital Improvement Program (CIP), rehabilitated and/or replaced approximately 17,000 feet of sewer lines in older neighborhoods. This project, which was completed in early 2013, reduced inflow, infiltration, and exfiltration of wastewater to the WWTF from approximately 0.063 MGD to 0.017 MGD.

Since the June 2014 analysis, drought conditions in California have worsened and mandatory water conservation efforts were implemented that resulted in a significant reduction in overall influent wastewater flows to the WWTF. While the maximum three-month moving average influent flow rate used to develop the wastewater generation rate in June 2014 has remained relatively constant (0.709 MGD February-April 2014 vs. 0.708 MGD December 2014-February 2015), mandatory water conservation requirements were not implemented until after the wet season in 2015. A comparison of the average dry weather influent flow reveals a decrease from 0.503 MGD (June-August 2014) to 0.375 MGD (May-July 2015), which is likely due to the effect of mandatory water conservation measures. Although extrapolating the maximum three-month moving average influent flow based on reduction in average dry weather influent flow is not ideal, it provides an indication of how the wastewater generation rate may decrease with the current mandatory water conservation measures. Based on this extrapolation, the estimated maximum three-month moving average influent flow rate is 0.528 MGD, which translates into a wastewater generation rate of 75 gpcd (assuming a population of 7,000).

It is expected that the current drought situation will eventually abate, and mandatory water conservation measures will be relaxed. Although mandatory water conservation measures will be relaxed, it may be reasonable to expect that the overall future water usage (and wastewater generation rate) will not reach its pre-drought conditions. Based on this assumption, the two wastewater generation rates used to develop water balances as part of this Master Plan update are 85 gpcd, which represents an approximate midpoint between the pre- and post-mandatory water conservation conditions, and 102 gpcd, which represents the pre-mandatory water conservation condition. These wastewater generation rates assume a proportional increase in commercial and industrial discharges relative to the current conditions.

Estimated Future Influent Wastewater Flow Rates

Influent wastewater flow rate to the WWTF varies on a month-to-month basis due to factors including, but not limited to, seasonal events and businesses, precipitation, and inflow and

[2] Larry Walker Associates. Per Capita Wastewater Generation Rate Analysis Technical Memorandum. June 16, 2014.

infiltration. Using data collected between January 2012 and July 2015, the average daily influent flow rates and average monthly wastewater volumes are presented in Table 3.

Table 3. City of Winters Monthly Influent Wastewater Flow Characteristics

Month	Average Daily Influent Flow (MGD)	Average Total Influent Volume (MG)	% of Annual Volume
January	0.533	16.5	7.9%
February	0.605	17.1	8.2%
March	0.578	17.9	8.6%
April	0.580	17.4	8.4%
May	0.561	17.4	8.4%
June	0.529	15.9	7.6%
July	0.560	17.4	8.3%
August	0.520	16.1	7.7%
September	0.614	18.4	8.9%
October	0.543	16.8	8.1%
November	0.629	18.9	9.1%
December	0.591	18.3	8.8%
Total		208.1	100%

Assuming a 2035 population of 8,800, the projected annual volumes of wastewater to be treated and disposed of by the WWTF will be 270 MG (average dry weather flow 0.733 MGD) and 324 MG (0.879 MGD) based on wastewater generation rates of 85 gpcd and 102 gcpd, respectively. These volumes of wastewater were used in the initial set of water balances.

Precipitation

Historically, the City receives an annual average of 21.68 inches of precipitation.[3] The City operates the WWTF in compliance with Waste Discharge Requirements (WDR) (Order No. R5-2002-0136), which was issued by the Central Valley Regional Water Quality Control Board (Regional Water Board) in July 2002. A copy of the WDR is included in Appendix A. The WDR (Discharge Specification B.6) requires that "the facility shall have sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on the total annual precipitation using a return period of 100 years, distributed monthly in accordance with historic rainfall patterns". Using historic precipitation data from the Western Regional Climate Center (1943-2010), the total annual precipitation using a return period of 100 years, which is the annual precipitation expected to occur once every 100 years, or equivalently, the annual precipitation with 1 percent chance of occurring each year, is 51.2 inches. The average monthly precipitation distribution was used to develop a distribution

[3] Western Regional Climate Center (Station 049742). http://www.wrcc.dri.edu (last accessed September 23, 2015).

for precipitation resulting from the 100 year total annual precipitation event, which is presented in Table 4. These precipitation rates are used in the water balances.

Table 4. City of Winters Monthly Precipitation Distribution

Month	Average Precipitation (in)	% of Annual Precipitation	Estimated Monthly Precipitation from 100-year Annual Total (in)
January	4.86	22.4%	11.48
February	3.94	18.2%	9.30
March	2.81	13.0%	6.64
April	1.28	5.9%	3.02
May	0.52	2.4%	1.23
June	0.14	0.6%	0.33
July	0.02	0.1%	0.05
August	0.04	0.2%	0.09
September	0.22	1.0%	0.52
October	0.99	4.6%	2.34
November	2.59	11.9%	6.12
December	4.27	19.7%	10.08
Total	21.68	100%	51.2

The water balances also consider precipitation that falls directly onto the polishing and storage ponds. The polishing pond and four storage ponds have a total surface area of 48.3 acres. In developing the water balances, additional storage may be necessary to accommodate future growth, increase in wastewater flow rates, and the 100-year annual precipitation total. The existing surface area of the polishing and storage ponds as well as new surface area of proposed storage pond(s) were used to calculate the volume of water in the ponds generated from precipitation.

Evapotranspiration

Evaporation of water from pond surfaces is based on the reference evapotranspiration rate (ET_0) measured by the California Irrigation Management Information System (CIMIS). CIMIS developed monthly average reference evapotranspiration rates by zones for California.[4] The City, which is located in Zone 14, has the monthly average reference evapotranspiration rates presented in Table 5. Generally, evaporation from pond surfaces typically exceed the reference evapotranspiration rates by approximately 10 percent. For the water balances, calculations are based on 110 percent of the reference evapotranspiration rates. The water balances also consider evapotranspiration of water from the polishing and storage ponds. As stated previously, the surface area of the existing polishing pond and storage ponds as well as new surface area of proposed storage pond(s) were used to calculate the water loss in the ponds due to evapotranspiration.

[4] California Irrigation Management Information System (CIMIS). Reference EvapoTranspiration ET_0 Zones, 1999. http://www.cimis.water.ca.gov/app_theme/images/etozonemap.jpg (last accessed September 23, 2015).

Table 5. City of Winters Monthly Average Reference Evapotranspiration Rate and Evapotranspiration Rates for Water Balances

Month	Monthly Average Reference Evapotranspiration Rate (in)	Monthly Average Evapotranspiration Rate used in Water Balances (in)
January	1.55	1.71
February	2.24	2.46
March	3.72	4.09
April	5.10	5.61
May	6.82	7.50
June	7.80	8.58
July	8.68	9.55
August	7.75	8.53
September	5.70	6.27
October	4.03	4.43
November	2.10	2.31
December	1.55	1.71
Total	57.0	62.8

Seepage

The existing storage ponds are currently not lined, which allows for percolation from the ponds into the subsurface and groundwater to occur. The 2007 Draft Master Plan used seepage rates of 8 inches per month for unlined Ponds 1-3, 4 inches per month for unlined Pond 4, and 1 inch per month for new, lined ponds. These seepage rates were used in developing the water balances.

Effluent Discharge and Recycling

The City currently disposes of its final effluent primarily on approximately 170 acres of spray fields – approximately 130 acres which are located to the east of the WWTF (North Spray Field) and 40 acres which are located to the southwest of the WWTF (South Spray Field). Disposal of final effluent to the spray fields is regulated by the WDR, which limits the application rate based on nitrogen requirements for vegetation, requires setbacks, and prohibits discharge 24 hours before, during, and 24 hours after precipitation events or if the spray fields are saturated. In 2012 and 2013, the City disposed of approximately 144 MG and 161 MG of final effluent at the spray fields, respectively. In 2014 and early 2015, the City significantly reduced the volume of final effluent disposed of in the spray fields because of opportunities for providing recycled water to local farmers.

The City intends to further expand its recycled water delivery capabilities and minimize the use of the spray fields for disposal of final effluent. The City has held discussions with several local farmers who are interested in using final effluent from the WWTF for irrigation of nuts, plums, and grapevines. Recycled water regulations have similar restrictions compared to the WDR on when irrigation can occur. For the purposes of this analysis, it is assumed that the City will provide recycled water to irrigate plum orchards located adjacent to the WWTF. Irrigation

requirements for plums is dependent on the crop coefficient, which varies monthly, and the evapotranspiration rate according to the following equation:

$$ET_c = ET_0 \times K_c$$

ET_c = water use by crop
ET_0 = water use by a reference crop (grass)
K_c = crop coefficient[5]

Because the water balances must be conducted based on 100-year total annual precipitation rates, it is conservatively assumed that recycled water to plum orchards will not occur between December and February, during which the highest precipitation totals are expected, for these water balances. Limited recycled water will be provided in November and March, which are months where there may still be significant precipitation. Additionally, the water balances assume that final effluent disposal to the spray fields will be minimized by providing recycled water to the extent possible.

Allowable Storage Capacity

The WWTF has a 5-acre polishing pond for settling solids in wastewater from the aerated ponds. Since the polishing pond is part of the treatment process, it will not be counted as part of the available storage capacity at the WWTF. As stated previously, there are four unlined storage ponds at the WWTF that are used to store final effluent prior to disposal in the spray fields. The City typically operates the storage ponds at the WWTF such that Ponds 2-4, which have a combined capacity of 93.8 MG, are empty at the onset of the wet season.[6] Because Pond 1 is operated such that it is not fully empty at the onset of the wet season, it is not considered as part of the available storage for the water balances. It should also be noted that the City must maintain a minimum two-foot freeboard for each pond.

Water Balance Summary

A water balance is a calculation of the difference between the water entering a system and water leaving the system with the difference representing the change in the amount of water stored in the ponds, ΔS. The inflows to the WWTF include the wastewater generated in the City (including inflow and infiltration) and precipitation directly into the storage ponds, Q_{inf} and $Q_{precipitation}$, respectively. The outflows include evapotranspiration, seepage, and water recycling, Q_{evap}, Q_{seep}, and $Q_{recycle}$, respectively. The calculation is as follows:

$$Q_{inf} + Q_{precipitation} - Q_{evap} - Q_{seep} - Q_{recycle} = \Delta S$$

ΔS is added to the previous total pond storage to determine the new volume in the storage ponds. Water balances based on the assumptions discussed above are presented in Appendix B.

In the water balance assuming a wastewater generation rate of 85 gpcd, a storage deficit of 8.9 MG would occur in April following the extended period of limited to no recycled water

---

[5] Food and Agriculture Organization of the United Nations. *FAO Mean Crop Coefficients for Subhumid Climates.* http://texaset.tamu.edu/cropcoe.php#FruitTrees (last accessed October 27, 2015).

[6] Communication with Jim Keating. July 24, 2015.

distribution and wet-season precipitation. Under this scenario, to meet the 2035 design conditions the City would need provide an additional storage pond with a surface area of approximately 9.0 acres assuming an average storage depth of 8.5 feet (a minimum 2-foot freeboard must be maintained). For comparison, if the City operated the WWTF such that Pond 1 was empty at the onset of the wet season, there would be adequate storage with the existing storage ponds.

In the water balance assuming a wastewater generation rate of 102 gpcd, a storage deficit of 30.4 MG would occur in April. Under this scenario, to meet the 2035 design conditions the City would to provide additional storage pond(s) with a surface area of approximately 15 acres assuming an average storage depth of 8.5 feet (a minimum 2-foot freeboard must be maintained).

As discussed previously, the wastewater generation rate of 102 gpcd was determined in 2014 prior to implementation of water use reduction requirements due to the current drought conditions. Based on recent data following the implementation of water use reduction, the wastewater generation rate may be as low as 75 gpcd. When the drought period ceases and mandatory water use restrictions are relaxed, the wastewater generation rate will likely increase from 75 gpcd, but seems unlikely to reach the pre-drought rate. For the purpose of this Master Plan update, the wastewater generation rate of 85 gpcd will be used to plan future WWTF requirements to manage wastewater through 2035.

REGULATORY REQUIREMENTS

Expansion of the capacity of the WWTF will require the WDR to be updated to reflect changes in capacity and treatment processes. Requirements under a new WDR will reflect any changes in Regional Water Board policies since the current WDR was issued in 2002. Prior discussions with Regional Water Board staff indicate that current policies must be followed and considered when identifying alternatives for expansion. Since the adoption of the City's WDR, the Regional Water Board has updated its areas of emphasis for regulating treatment and disposal of wastewater. Two areas of changes to regulations and emphasis are related to groundwater protection, specifically related to salts and nutrients, and recycled water.

The Regional Water Board determined that salt and nutrients may be pollutants of concern in groundwater. High concentrations of salts in groundwater that is used as a water supply can potentially damage vegetation if used for irrigation. Recent wastewater discharge permits have included provisions requiring source identification of salts to wastewater, and if high concentrations of salts are observed in final effluent, municipal agencies have been required to implement salt minimization measures. High concentrations of nutrients, specifically nitrate and nitrite, in groundwater that is used as a water supply can cause methemoglobinemia, or blue baby syndrome, in infants.

The Regional Water Board has determined that unlined treatment ponds, aerated lagoons, storage reservoirs may not be considered best practicable treatment and control (BPTC). Under Provision G.1.f of the WDR, BPTC must be provided if degradation to groundwater has been observed as a result of the permitted discharge. If groundwater degradation is found to be the result of WWTF operation, the requirement for BPTC would be imposed by the Regional Water Board in a new WDR. Based on requirements imposed in recent WDRs for other municipalities, the Regional Water Board may consider either pond lining, advanced secondary treatment with nitrogen removal, or tertiary treatment to be BPTC for the land application system currently

employed at the WWTF. The evaluation of BPTC is a facility-specific evaluation. Thus, it is difficult to determine what may be required in advance of the Regional Water Board's final determination. However, based on the Regional Water Board's current practices, it is possible that a new WDR for the continuation of the effluent storage and recycle system at the WWTF may require some type of storage pond lining or a higher level of treatment or both to mitigate potential impacts to groundwater.

As the current drought conditions have become progressively more severe, California has further emphasized increasing the use of recycled water to help supplement and preserve the water supply and mitigate overuse of groundwater supplies, which have resulted in subsidence. The State Water Resources Control Board (State Water Board) implemented a new recycled water policy in 2013 that outlines the requirements for gaining approval for and implementing recycled water programs and identifies the process for streamlining the permitting process. Following a realignment of state agencies, recycled water programs are now regulated by the Division of Drinking Water (formerly regulated by the California Department of Public Health) in conjunction with the Regional Water Board. Because of the emphasis on increasing the use of recycled water, California periodically provides grant funding as well as loans to assist municipalities in implementing a recycled water program. Depending on the anticipated use of the recycled water, different levels of treatment and regulations apply. A summary of what treatment levels of recycled water can be used is presented in Table 6.

The City can currently consistently produce disinfected secondary recycled water. For the proposed use of recycled water for agricultural irrigation, this level of treatment restricts recycled water use to surface irrigation of food crops where the edible portion is above ground and not contacted by recycled water (e.g., plums, grapevines). It should be noted that recycled water regulations also allow the use of undisinfected secondary effluent on orchards and vineyards where the edible portion of the crop is above ground and not contacted by recycled water or food crops that must undergo commercial pathogen-destroying processing before being consumed by humans. Thus, elimination of the disinfection treatment step could be a consideration depending on the proposed use of the recycled water.

If the City intends on moving towards full recycling of its final effluent, it may be possible for the City to have its WDR rescinded and be covered under an individual Water Recycling Requirements (WRR) or the State Water Board's *General Waste Discharge Requirements for Recycled Water Use* (Order No. WQ 2014-0090-DWQ), which are different permitting mechanisms. However, maintaining the current WDR provides operational flexibility for continuing discharge to the spray fields if recycled water demand does not meet or exceed the volume of recycled water produced by the WWTF.

Depending on the direction the City selects for its disposition of final effluent from the WWTF, other regulations, requirements, or studies may be required. These may include, but are not limited to, California Environmental Quality Act (CEQA), antidegradation analyses, groundwater studies, etc.

DESIGN CRITERIA AND LOADINGS

Design criteria and loadings for future facilities are summarized in Table 7. Sources of wastewater flows and loadings include domestic, commercial, industrial, inflow, and infiltration. The wastewater generation rate includes flow from all sources.

Table 6. Treatment Level Requirements for Recycled Water Uses

Treatment Level	Recycled Water Use
Undisinfected secondary	- Orchards where recycled water does not come into contact the edible portion of the crop - Vineyards where recycled water does not come into contact with edible portion of the crop - Non-food-bearing trees (no irrigation 14 days prior to harvesting or access by general public) - Fodder or fiber crops and pasture for animals no producing milk for human consumption - Seed crops not eaten by humans - Food crops that must undergo pathogen-destroying process before being consumed by humans - Ornamental nursery stock and sod farms (no irrigation 14 days prior to harvesting, retail sale, or access by general public)
Disinfected secondary-23	- Cemeteries - Freeway landscaping - Restricted access golf courses - Ornamental nursery stock and sod farms (unrestricted) - Pasture for animals producing milk for human consumption - Any non-edible vegetation where access is controlled
Disinfected secondary-2.2	- Surface irrigation of food crops where edible portion is produced above ground and not contacted by recycled water
Disinfected tertiary	- Food crops, including all edible root crops, where recycled water comes into contact with edible portion of crop - Parks and playgrounds - School yards - Residential landscaping - Unrestricted golf courses - Any other irrigation use not specified in §60304 of the California Code of Regulations and not prohibited by other sections of the California Code of Regulations

Table 7. City of Winters Wastewater Treatment Facility Design Criteria and Loadings for Future Conditions (2035)

Criterion	Unit	Value
Design population	persons	8,800
Wastewater generation rate	gpcd	85
Average dry weather design capacity	MGD	0.92
Peak wet weather capacity	MGD	6.0
5-day biochemical oxygen demand (BOD_5)	mg/L	250
Total suspended solids (TSS)	mg/L	250

Treatment, Recycle, and Disposal Alternatives

The *Standard Provisions and Reporting Requirements for Waste Discharge Requirements*, dated March 1, 1999, which are incorporated into the WDR, requires that the City project when it reaches the "hydraulic and treatment capacities of its treatment, collection, and disposal facilities". If the projection shows that the capacity will be reached within four years, the City must notify the Regional Water Board. Under the projected 2035 dry weather wastewater flow rate of 0.77 MGD, the City will not exceed its permitted average dry weather design capacity of 0.92 MGD. Based on the projected annual population growth rate of 1.1 percent, the City may not reach the permitted average dry weather design capacity beyond the planning period of this Master Plan update. Therefore, this Master Plan update does not consider the need to expand the capacity of the WWTF for the purpose of meeting treatment capacity. Instead, the proposed alternatives focus on expanding storage capacity in order to allow increased recycled water use. Tertiary treatment to produce a higher quality of recycled water that has more potential uses was also considered, and is discussed conceptually. However, this alternative requires a complete replacement of the current treatment system and is demonstrated to be likely cost prohibitive. An alternative possibility is that a portion of the total wastewater flow could be diverted for tertiary treatment through a package treatment system. Because the City does not have current plans requiring tertiary-level recycled water, this alternative could be considered in the future.

Alternative approaches to providing expanded wastewater treatment and effluent recycling and disposal facilities to meet design conditions are identified and described in this section. Five treatment and storage/disposal alternatives are identified for detailed evaluation and comparison:

- Alternative 1A – Year-round storage with a full Pond 1 and full recycle with lining of new storage ponds and no retrofit lining of existing ponds
- Alternative 1B – Year-round storage with a full Pond 1 and full recycle with lining of new storage ponds and retrofit lining of existing ponds
- Alternative 2A – Year-round storage with empty Pond 1 and full recycle with no retrofit lining of existing ponds
- Alternative 2B – Year-round storage with empty Pond 1 and full recycle with lining of new storage ponds and retrofit lining of existing ponds
- Alternative 3A – Tertiary treatment with year-round storage, empty Pond 1, and full recycle with retrofit of existing ponds.

Alternatives 1A and 1B, which assume that Pond 1 is full at the beginning of the wet season, feature expansion of the storage capabilities at the WWTF to allow recycled water production for use in primarily agricultural irrigation and other restricted landscape irrigation opportunities. These alternatives also address possible storage pond lining scenarios that might be required to meet BPTC requirements and protect groundwater quality. Alternatives 2A and 2B have similar planning factors as Alternatives 1A and 1B, but assume that Pond 1 is empty at the onset of the wet season. All of the alternatives assume that the City will move towards full water recycling and that use the existing spray fields for disposal of final effluent will be minimized. Until the City firmly identifies and executes contracts with recycled water users, it is assumed that the existing spray fields will be used to the minimum extent possible. A flow chart illustrating the relationship of the proposed alternatives is presented in Figure 2.

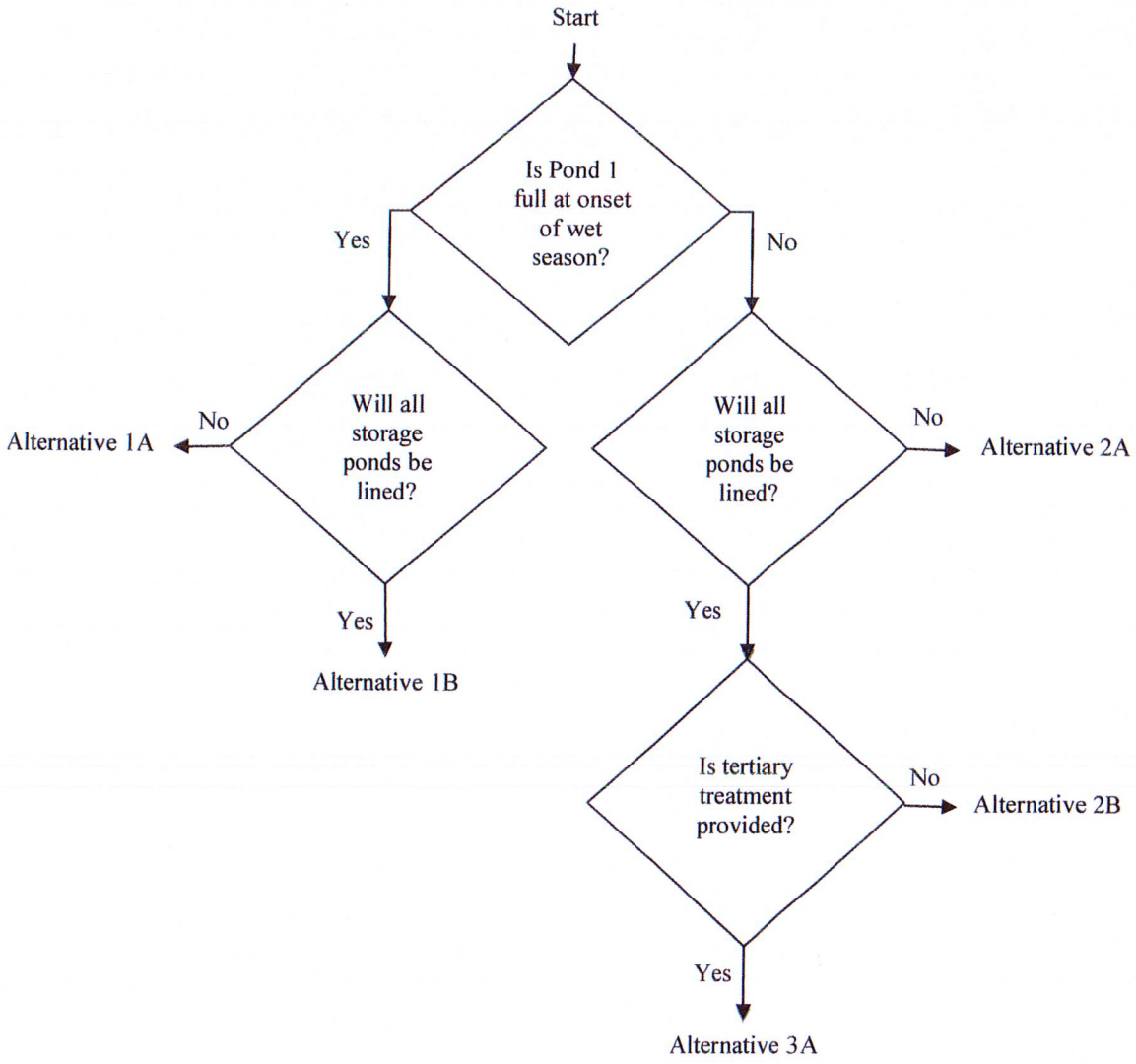


Figure 2. Relationship of Proposed Alternatives

The basic features of each of these proposed alternatives is presented in the following sections along with a summary of principal preliminary design information and estimated capital and operating costs.

ALTERNATIVE 1A

Alternative 1A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Maintain a full Pond 1 at the onset of the wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit transfer pumps (Phase 1)
  - Install recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for facilities proposed under Alternative 1A are presented in Table 8. The site layout of the proposed facilities is presented in Figure 3 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF would not be modified under Alternative 1A. However, over the planning period of this Master Plan, the City would likely need to replace the aerators in its aeration ponds. Replacement of these units is included in this alternative.

Existing Storage Ponds

The existing storage ponds would not be lined under Alternative 1A.

Spray Fields

Under Alternative 1A, approximately 9.0 acres of the South Spray Field would be converted into a new storage pond, Ponds 5, to accommodate storage requirements for managing the 100-year annual precipitation period and allow full water recycling. Initially, the portion of the South Spray Field not intended for conversion to the new storage ponds as well as the North Spray Field could continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Table 8. Preliminary Design Data for Alternative 1A Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25
Storage Pond (New)			
Number of ponds	ea	1	–
Volume per pond	acre-ft	51	–
Surface area per pond	acre	9.0	–
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pumps	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System [(1)]			

(1) The recycled water conveyance system would be implemented in Phases 1 and 2. The City needs to identify recycled water users prior to sizing and designing this system.

New Effluent Storage Pond 5

Storage Pond 5 (storage capacity of 51 acre-feet) would be constructed during Phase 1 on a portion of the South Spray Field as presented in Figure 3. This storage pond would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage ponds would include a membrane liner to minimize seepage and potential groundwater impacts and maximize the volume of recycled water available to users.

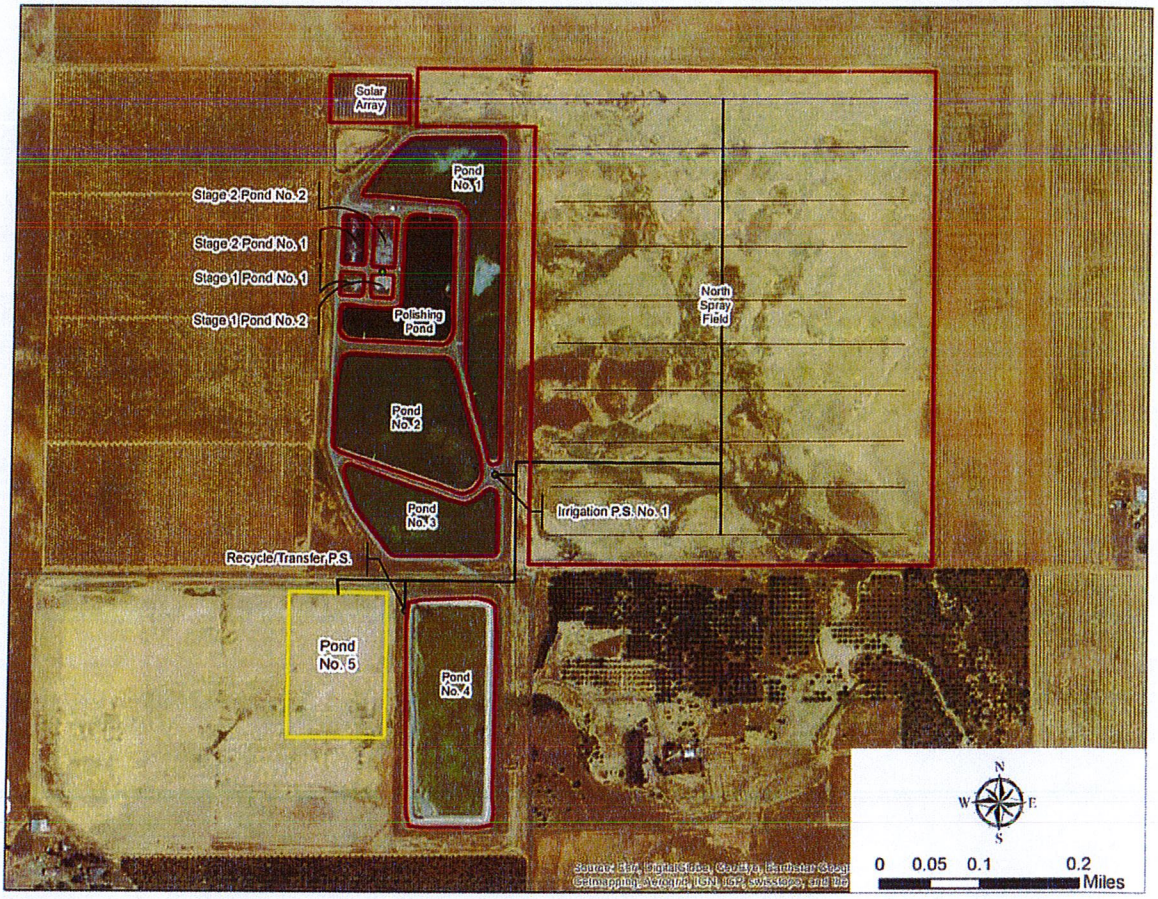


Figure 3. Layout of Proposed Facilities - Alternative 1A

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two recycle water pumps (one duty, one standby), which would each have the capacity to deliver recycled water at 1,200 gallons per minute (gpm), would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they can be reconfigured to convey recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage pond would be fenced with a chain-link security fence.

Alternative 1A Cost Estimate

Capital Costs

Estimated capital costs in 2015 dollars for proposed facilities under Alternative 1A are summarized in Table 9 and Table 10 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system.

Table 9. Estimated Capital Costs for Alternative 1A Phase 1

Item	Cost
Storage Pond 5 – earthwork	$486,100
Storage Pond 5 – membrane liner	$251,500
Transfer/Recycled Water Pumping Station	$333,200
Roads – 16 ft Type B	$19,800
Fencing	$26,900
Recycled Water Conveyance System	(1)
Construction Subtotal	$1,118,000
Tax on materials	$42,000
General Cost @ 10%	$116,000
Estimating Contingency @ 15%	$174,000
Construction Total	$1,450,000
Engineering, Management, and Contingency @ 40%	$580,000
Phase 1 Total	$2,030,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. The City needs to identify recycled water users prior to sizing and designing this system.

Table 10. Estimated Capital Costs for Alternative 1A Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$263,700
Stage 2 Aerated Ponds – aerators	$160,800
Transfer/Recycled Water Pumping Station	$38,600
Recycled Water Conveyance System [1]	
Construction Subtotal	$463,000
Tax on materials	$17,000
General Cost @ 10%	$48,000
Estimating Contingency @ 15%	$72,000
Construction Total	$600,000
Engineering, Management, and Contingency @ 40%	$240,000
Phase 2 Total	$840,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual operation and maintenance (O&M) costs for Alternative 1A are summarized in Table 11 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 11. Estimated Operations and Maintenance Costs for Alternative 1A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$71	$294,400
Hypochlorite	lb	75,000	$0.13	$9,600
Effluent monitoring	LS	1	$12,900	$12,900
Effluent pumping	kW-hr	740,000	$0.13	$95,200
Miscellaneous Energy	kW-hr	100,000	$0.13	$12,900
Miscellaneous Repair and Replacement	LS	1	$25,700	$25,700
Total Annual O&M Cost [1]				$450,700
Present Worth @ 20 yr, 5%				$5,616,700

(1) Operations and maintenance costs do not reflect costs for operating and maintaining the recycled water conveyance system. The City needs to identify recycled water users prior to sizing and designing this system.

ALTERNATIVE 1B

Alternative 1B would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Maintain a full Pond 1 at the onset of the wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Construct new membrane-lined Pond 6 in South Spray Field location for additional storage capacity (Phase 2)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for primary facilities proposed under Alternative 1B are presented in Table 12. The site layout of the proposed facilities is presented in Figure 4 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF would not be modified under Alternative 1B. However, over the planning period of this Master Plan, the City would likely need to replace the aerators in its aeration ponds. Replacement of these units is included in this alternative.

Existing Storage Ponds

Ponds 1-4 would be retrofitted with a membrane liner to minimize seepage and the potential impact on groundwater and meet potential BPTC requirements. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be out of service. Because of the need to empty, dry, and retrofit the ponds, it may only be possible to retrofit one or two ponds at a time.

Table 12. Preliminary Design Data for Alternative 1B Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25
Storage Ponds (New)			
Number of ponds	ea	1	1
Volume per pond	acre-ft	91	91
Surface area per pond	acre	16	16
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pump	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System [1]			

(1) The recycled water conveyance system would be implemented in Phases 1 and 2. The City needs to identify recycled water users prior to sizing and designing this system.

Spray Fields

Under Alternative 1B, approximately 32 acres, or nearly the entire South Spray Field, would be converted into new storage ponds, Ponds 5 and 6, to accommodate storage requirements for managing the 100-year annual precipitation period and allow full water recycling. Initially, the portion of the South Spray Field not intended for conversion to the storage ponds as well as the North Spray Field could continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

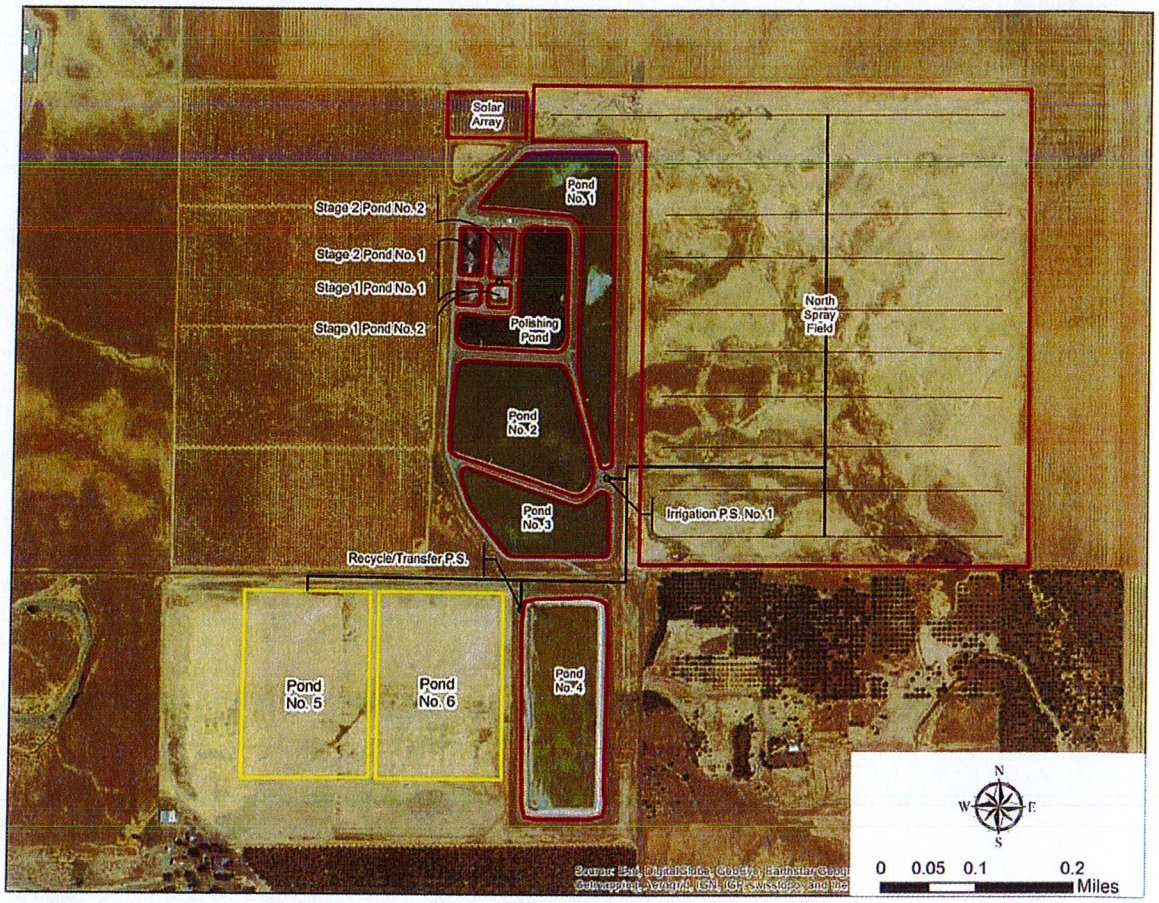


Figure 4. Layout of Proposed Facilities - Alternative 1B

New Effluent Storage Ponds 5 and 6

Ponds 5 and 6 would each storage capacities of 91 acre-feet, respectively, and would be constructed during Phase 1 and Phase 2, respectively, on a portion of the South Spray Field as presented in Figure 4. The ponds would be constructed in phases as the existing storage ponds are retrofitted with liners and increased storage capacity is needed to accommodate the decrease seepage losses. These storage ponds would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage ponds would include a membrane liner to minimize seepage losses.

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with the capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage ponds would be fenced with a chain-link security fence.

Alternative 1B Cost Estimate

Capital Costs

Estimated capital costs in 2015 dollars for proposed facilities under Alternative 1B are summarized in Table 13 and Table 14 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system.

Table 13. Estimated Capital Costs for Alternative 1B Phase 1

Item	Cost
Pond 3 Retrofit Lining	$159,500
Pond 4 Retrofit Lining	$990,600
Storage Pond 5 – earthwork	$862,700
Storage Pond 5 – membrane	$455,400
Transfer/Recycled Water Pumping Station	$333,200
Roads – 16 ft Type B	$23,900
Fencing	$34,800
Recycled Water Conveyance System	(1)
Construction Subtotal	$2,860,000
Tax on materials	$107,000
General Cost @ 10%	$297,000
Estimating Contingency @ 15%	$445,000
Construction Total	$3,709,000
Engineering, Management, and Contingency @ 40%	$1,484,000
Phase 1 Total	$5,193,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. The City needs to identify recycled water users prior to sizing and designing this system.

Table 14. Estimated Capital Costs for Alternative 1B Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$263,700
Stage 2 Aerated Ponds – aerators	$160,800
Pond 1 Retrofit Lining	$252,200
Pond 2 Retrofit Lining	$244,400
Storage Pond 6 – earthwork	$862,700
Storage Pond 6 – membrane	$455,400
Transfer/Recycled Water Pumping Station	$38,600
Roads – 16 ft Type B	$16,500
Fencing	$34,800
Recycled Water Conveyance System	(1)
Construction Subtotal	$2,329,000
Tax on materials	$87,000
General Cost @ 10%	$242,000
Estimating Contingency @ 15%	$362,000
Construction Total	$3,020,000
Engineering, Management, and Contingency @ 40%	$1,208,000
Phase 2 Total	$4,228,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 1B are summarized in Table 15 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 15. Estimated Operations and Maintenance Costs for Alternative 1B

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$71	$294,400
Hypochlorite	lb	75,000	$0.13	$9,600
Effluent monitoring	LS	1	$12,900	$12,900
Effluent pumping	kW-hr	740,000	$0.13	$95,200
Miscellaneous Energy	kW-hr	100,000	$0.13	$12,900
Miscellaneous Repair and Replacement	LS	1	$25,700	$25,700
Total Annual O&M Cost [(1)]				$450,700
Present Worth @ 20 yr, 5%				$5,616,700

(1) Operations and maintenance costs do not reflect costs for operating and maintaining the recycled water conveyance system. The City needs to identify recycled water users prior to sizing and designing this system.

ALTERNATIVE 2A

Alternative 2A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Retrofit transfer pumps (Phase 1)
  - Install recycled water pumping station (Phases 1)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for facilities proposed under Alternative 2A are presented in Table 16. The site layout of the proposed facilities is presented in Figure 5 and discussed in further detail in the following sections.

Table 16. Preliminary Design Data for Alternative 2A Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	2	–
Unit capacity of transfer pump	gpm	300	–
Unit power of transfer pump	hp	15	–
Number of recycled water pump	ea	3	–
Unit capacity of recycled water pump	gpm	1,200	–
Unit power of recycled water pump	hp	75	–
Flow meter	ea	1	–
Recycled Water Conveyance System (1)			

(1) The recycled water conveyance system would be implemented in Phases 1 and 2. The City needs to identify recycled water users prior to sizing and designing this system.

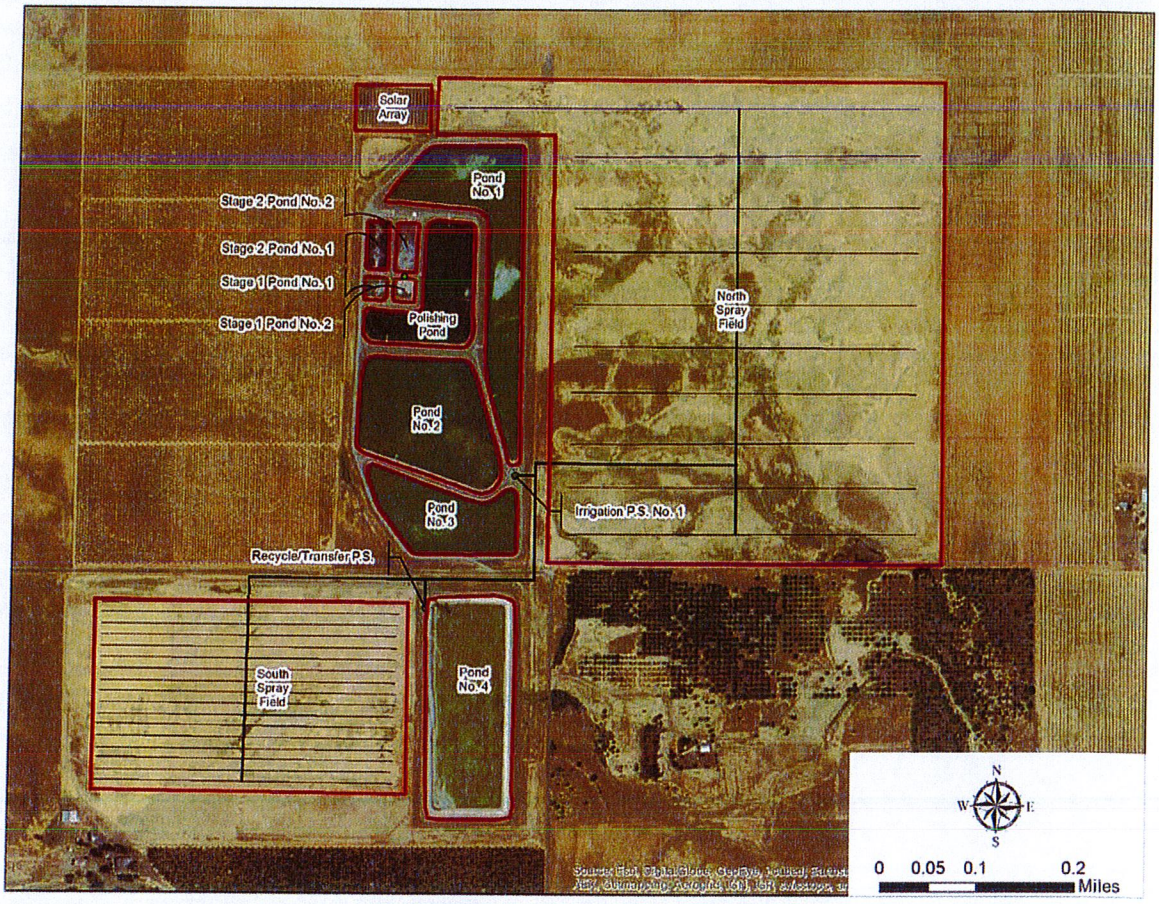


Figure 5. Layout of Proposed Facilities - Alternative 2A

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF would not be modified under Alternative 2A. However, over the planning period of this Master Plan, the City would likely need to replace the aerators in its aeration ponds. Replacement of these units is included in this alternative.

Existing Storage Ponds

The existing storage ponds would not be lined under Alternative 2A.

Spray Fields

Under Alternative 2A, the City would ultimately cease use of both the North and South Spray Fields for final effluent disposal as it increases its recycled water users and the area under which recycled water is used towards full water recycling. The City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Three pumps (two duty, one standby), each with the capacity of 1,200 gpm, would be installed. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Alternative 2A Cost Estimate

Capital Costs

Estimated capital costs in 2015 dollars for proposed facilities under Alternative 2A are summarized in Table 17 and Table 18 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system.

Table 17. Estimated Capital Costs for Alternative 2A Phase 1

Item	Cost
Transfer/Recycled Water Pumping Station	$372,000
Recycled Water Conveyance System	(1)
Construction Subtotal	$372,000
Tax on materials	$14,000
General Cost @ 10%	$39,000
Estimating Contingency @ 15%	$58,000
Construction Total	$483,000
Engineering, Management, and Contingency @ 40%	$193,000
Phase 1 Total	$676,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. The City needs to identify recycled water users prior to sizing and designing this system.

Table 18. Estimated Capital Costs for Alternative 2A Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$263,700
Stage 2 Aerated Ponds – aerators	$160,800
Recycled Water Conveyance System [1]	
Construction Subtotal	$425,000
Tax on materials	$16,000
General Cost @ 10%	$44,000
Estimating Contingency @ 15%	$66,000
Construction Total	$551,000
Engineering, Management, and Contingency @ 40%	$220,000
Phase 1 Total	$771,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 2A are summarized in Table 19 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 19. Estimated Operations and Maintenance Costs for Alternative 2A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$71	$294,400
Hypochlorite	lb	75,000	$0.13	$9,600
Effluent monitoring	LS	1	$12,900	$12,900
Effluent pumping	kW-hr	740,000	$0.13	$95,200
Miscellaneous Energy	kW-hr	100,000	$0.13	$12,900
Miscellaneous Repair and Replacement	LS	1	$25,700	$25,700
Total Annual O&M Cost [1]				$450,700
Present Worth @ 20 yr, 5%				$5,616,700

(1) Operations and maintenance costs do not reflect costs for operating and maintaining the recycled water conveyance system. The City needs to identify recycled water users prior to sizing and designing this system.

ALTERNATIVE 2B

Alternative 2B would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Construct new membrane-lined Pond 5 in South Spray Field location for additional storage capacity (Phase 1)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)
  - Replace aerators in aeration ponds (Phase 2)

Preliminary design data for primary facilities proposed under Alternative 2B are presented in Table 20. The site layout of the proposed facilities is presented in Figure 6 and discussed in further detail in the following sections.

Proposed Facilities

Existing Treatment System

The existing treatment system at the WWTF would not be modified under Alternative 2B. However, over the planning period of this Master Plan, the City would likely need to replace the aerators in its aeration ponds. Replacement of these units is included in this alternative.

Existing Storage Ponds

The existing storage ponds (Ponds 1-4) would be retrofitted with a membrane liner to minimize seepage losses and meet potential BPTC requirements. Ponds 3 and 4 would be retrofitted during Phase 1 while Ponds 1 and 2 would be retrofitted during Phase 2. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be out of service. Consequently, it may only be possible to retrofit one to two ponds at a time.

Table 20. Preliminary Design Data for Alternative 2B Facilities

Component	Unit	Value	
		Phase 1	Phase 2
Stage 1 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25 1/15
Stage 2 Aerated Ponds (2 ponds)			
Aerators per pond/unit horsepower	ea/hp	–	1/25
Storage Ponds (New)			
Number of ponds	ea	1	–
Volume per pond	acre-ft	23	–
Surface area per pond	acre	4	–
Transfer/Recycled Water Pumping Station			
Number of transfer pump	ea	1	1
Unit capacity of transfer pump	gpm	300	300
Unit power of transfer pump	hp	15	15
Number of recycled water pump	ea	2	1
Unit capacity of recycled water pump	gpm	1,200	1,200
Unit power of recycled water pump	hp	75	75
Flow meter	ea	1	–
Recycled Water Conveyance System (1)			

(1) The recycled water conveyance system would be implemented in Phases 1 and 2. The City needs to identify recycled water users prior to sizing and designing this system.

Spray Fields

Under Alternative 2B, approximately 4.0 acres of the South Spray Field would be converted into a new storage pond, Ponds 5, to accommodate storage requirements for managing the 100-year annual precipitation period and promote full water recycling. Initially, the portion of the South Spray Field that is not intended for conversion to the new storage ponds and the North Spray Field can continue to be used for final effluent disposal. As the City increases its recycled water users and the area under which recycled water is used towards full water recycling, the City can phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

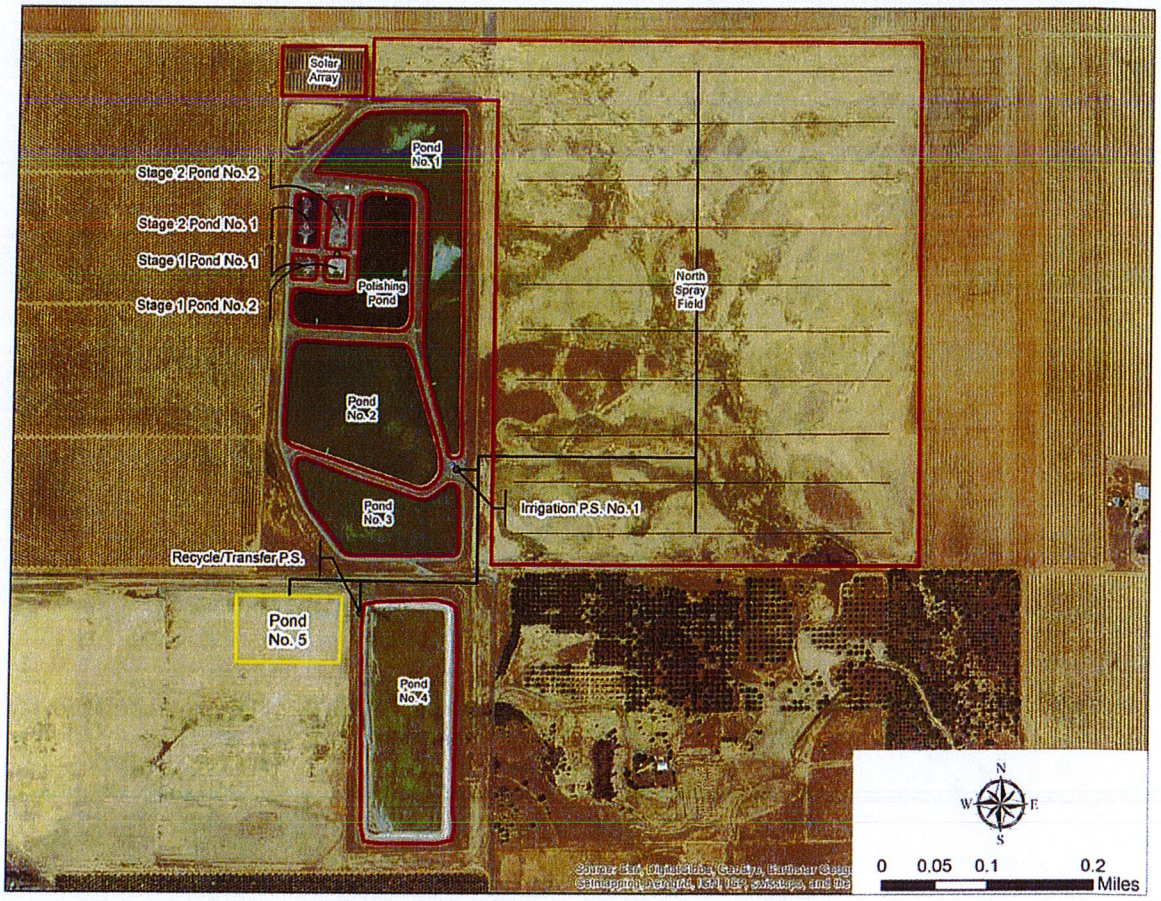


Figure 6. Layout of Proposed Facilities - Alternative 2B

New Effluent Storage Pond 5

Pond 5, which has a storage capacity of 23 acre-feet, would be constructed during Phase 1 on a portion of the South Spray Field as presented in Figure 6. This storage pond would be hydraulically connected to all other storage ponds by means of transfer piping and retrofit of the transfer pumping station into a recycled water pumping station. The new storage pond would include a membrane liner to minimize seepage.

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with a capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Fencing

The new storage pond would be fenced with a chain-link security fence.

Alternative 2B Cost Estimate

Capital Costs

Estimated capital costs in 2015 dollars for proposed facilities under Alternative 1B are summarized in Table 21 and Table 22 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system.

Table 21. Estimated Capital Costs for Alternative 2B Phase 1

Item	Cost
Pond 3 Retrofit Lining	$159,500
Pond 4 Retrofit Lining	$990,600
Storage Pond 5 – earthwork	$316,500
Storage Pond 5 – membrane	$117,700
Transfer/Recycled Water Pumping Station	$333,200
Roads – 16 ft Type B	$16,500
Fencing	$17,600
Recycled Water Conveyance System	(1)
Construction Subtotal	$1,952,000
Tax on materials	$73,000
General Cost @ 10%	$203,000
Estimating Contingency @ 15%	$304,000
Construction Total	$2,532,000
Engineering, Management, and Contingency @ 40%	$1,013,000
Phase 1 Total	$3,545,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. The City needs to identify recycled water users prior to sizing and designing this system.

Table 22. Estimated Capital Costs for Alternative 2B Phase 2

Item	Cost
Stage 1 Aerated Ponds – aerators	$263,700
Stage 2 Aerated Ponds – aerators	$160,800
Pond 1 Retrofit Lining	$252,200
Pond 2 Retrofit Lining	$244,400
Transfer/Recycled Water Pumping Station	$38,600
Recycled Water Conveyance System [(1)]	
Construction Subtotal	$960,000
Tax on materials	$36,000
General Cost @ 10%	$100,000
Estimating Contingency @ 15%	$149,000
Construction Total	$1,245,000
Engineering, Management, and Contingency @ 40%	$498,000
Phase 2 Total	$1,743,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 2B are summarized in Table 23 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 23. Estimated Operations and Maintenance Costs for Alternative 2B

Item	Unit	Quantity	Unit Cost	Total Cost
Operation Labor	hr	4,160	$71	$294,400
Hypochlorite	lb	75,000	$0.13	$9,600
Effluent monitoring	LS	1	$12,900	$12,900
Effluent pumping	kW-hr	740,000	$0.13	$95,200
Miscellaneous Energy	kW-hr	100,000	$0.13	$12,900
Miscellaneous Repair and Replacement	LS	1	$25,700	$25,700
Total Annual O&M Cost [(1)]				$450,700
Present Worth @ 20 yr, 5%				$5,616,700

(1) Operations and maintenance costs do not reflect costs for operating and maintaining the recycled water conveyance system. The City needs to identify recycled water users prior to sizing and designing this system.

ALTERNATIVE 3A

Alternative 3A features a tertiary treatment system with a membrane bioreactor (MBR) system that would replace the existing aerated pond treatment system at the WWTF. The existing hypochlorite disinfection system would also be replaced by an ultraviolet (UV) light disinfection system. Final effluent from the proposed tertiary treatment system would meet Title 22 requirements for disinfected tertiary recycled water, which has unrestricted use for irrigation and recreational impoundments. The storage and recycling facilities under this alternative would be the same as those under Alternative 2A except that the existing aerated ponds would be converted into an equalization basin. Additionally, biosolids handling facilities would be installed to treat residual solids from the treatment process.

Alternative 3A would be implemented in two phases and consist of the following operational parameters and facility features:

- Operational Parameters
  - Empty Pond 1 before wet season (Phase 1)
  - Cease use of South Spray Field (Phase 1)
  - Identify recycled water users (Phases 1 and 2)
  - Provide recycled water to users (Phases 1 and 2)
  - Cease use of North Spray Field upon implementation of full water recycling (Phase 2)
- Facilities
  - Install MBR treatment system (Phase 1)
  - Install biosolids handling facilities (Phase 1)
  - Install UV light disinfection system (Phase 1)
  - Convert existing aeration pond to equalization pond (Phase 2)
  - Retrofit Transfer Pumping Station (Phase 1)
  - Install a new recycled water pumping station (Phases 1 and 2)
  - Install recycled water conveyance system (Phases 1 and 2)
  - Retrofit Ponds 3 and 4 with membrane liners (Phase 1)
  - Retrofit Ponds 1 and 2 with membrane liners (Phase 2)

Proposed Facilities

Treatment System

The aerated pond treatment system would be replaced by a tertiary treatment system that includes a headworks, MBR treatment process, biosolids treatment and dewatering processes, and UV light disinfection. The headworks facility would include an influent flow meter, mechanical screening, and a high-flow bypass channel. The MBR treatment process consists of a single-stage, three-tank process consisting of a mixed anoxic basin, a suspended-growth pre-aeration basin, and a microfiltration membrane basin. An MBR treatment system was selected in lieu of the conventional tertiary media filtration system to simplify operation of the system and improve performance reliability. The disinfection system would be UV light, which would replace the existing hypochlorite system. Solids from the MBR treatment process would be treated and dewatered with a thickener/aerobic digester system and gravity belt filter. Class B biosolids produced would need to be disposed of through composting, landfilling, or land application.

Equalization Basin

Peak flows in excess of the MBR system capacity would be diverted to a lined equalization basin that would be modified from the existing aerated pond. The existing aerators would be used to maintain aerobic conditions in the wastewater to prevent odors.

Existing Storage Ponds

The existing storage ponds (Ponds 1-4) would be retrofitted with a membrane liner to minimize seepage losses and meet potential BPTC requirements. Ponds 3 and 4 would be retrofitted during Phase 1 while Ponds 1 and 2 would be retrofitted during Phase 2. Additionally, lining the existing storage ponds would maximize the volume of recycled water available to users. Only the bottom of the storage ponds would be lined and the existing slope protection of the ponds would be left in place. During the retrofit period, the storage ponds would be taken out of service. Consequently, it may only be possible to retrofit one to two ponds at a time.

Spray Fields

Under Alternative 3A, the City would ultimately cease use of both the North and South Spray Fields for final effluent disposal as it increases its recycled water users and the area under which recycled water is used. The City could phase out the use of the spray fields and identify other potential uses for the land (e.g., lease for farmers, sale of land).

Transfer/Recycled Water Pumping Station

The transfer pumping station adjacent to Pond 4 would be retrofitted to include pumps to convey recycled water to users. Two pumps (one duty, one standby), each with a capacity of 1,200 gpm, would be added in Phase 1 with a third pump added during Phase 2. If the existing transfer pumps are still serviceable, they could be reconfigured to allow conveyance of recycled water between all storage ponds. However, this Master Plan update, including cost estimates, assumes that the existing transfer pumps would be replaced with new pumps.

Recycled Water Conveyance System

A recycled water conveyance system would need to be constructed during Phases 1 and 2 to deliver recycled water from the WWTF to recycled water users. The City needs to identify potential recycled water users prior to sizing and designing this system.

Alternative 3A Cost Estimate

Capital Costs

Estimated capital costs in 2015 dollars for proposed facilities under Alternative 3A are summarized in Table 24 and Table 25 for Phases 1 and 2, respectively. Because the City has not identified its potential recycled water users, the estimated capital costs do not reflect costs for the recycled water conveyance system.

Table 24. Estimated Capital Costs for Alternative 3A Phase 1

Item	Cost
Treatment System	
Headworks	$428,000
MBR System	$5,136,000
UV Light Disinfection	$651,000
Biosolids Handling	$2,251,000
Yard Piping	$306,000
Auxiliary Power	$347,000
Site Work @ 5%	$456,000
Electrical and Instrumentation @ 15%	$1,368,000
Pond 3 Retrofit Lining	$159,500
Pond 4 Retrofit Lining	$990,600
Transfer/Recycled Water Pumping Station	$333,200
Recycled Water Conveyance System	(1)
Construction Subtotal	$12,426,000
Tax on materials	$466,000
General Cost @ 10%	$1,289,000
Estimating Contingency @ 15%	$1,934,000
Construction Total	$16,115,000
Engineering, Management, and Contingency @ 40%	$6,446,000
Phase 1 Total	$22,561,000

(1) Some of the recycled water conveyance system would be implemented in Phase 1. The City needs to identify recycled water users prior to sizing and designing this system.

Table 25. Estimated Capital Costs for Alternative 3A Phase 2

Item	Cost
Pond 1 Retrofit Lining	$252,200
Pond 2 Retrofit Lining	$244,400
Equalization Basin	$138,400
Transfer/Recycled Water Pumping Station	$38,600
Recycled Water Conveyance System	(1)
Construction Subtotal	$674,000
Tax on materials	$25,000
General Cost @ 10%	$70,000
Estimating Contingency @ 15%	$105,000
Construction Total	$874,000
Engineering, Management, and Contingency @ 40%	$350,000
Phase 2 Total	$1,224,000

(1) The remaining recycled water conveyance system would be implemented in Phase 2. The City needs to identify recycled water users prior to sizing and designing this system.

Operations and Maintenance Costs

For the purposes of comparison, estimated annual O&M costs for Alternative 3A are summarized in Table 26 based on implementation of both phases. Because the City has not identified its potential recycled water users, the estimated O&M costs do not reflect costs for operating and maintaining the recycled water conveyance system. Present worth of the annual O&M cost is presented for a 20-year period and an interest rate of 5 percent.

Table 26. Estimated Operations and Maintenance Costs for Alternative 3A

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	6,240	$71	$441,500
MBR energy	kW-hr	1,241,000	$0.13	$159,700
Membrane replacement	LS	1	$56,600	$56,600
MBR chemicals/supplies	LS	1	$2,600	$2,600
Biosolids handling	LS	1	$102,900	$102,900
UV light disinfection system energy	kW-hr	168,000	$0.13	$21,600
UV lamp replacement	LS	1	$10,300	$10,300
Effluent monitoring	LS	1	$12,900	$12,900
Effluent pumping	kW-hr	740,000	$0.13	$95,200
Miscellaneous energy	kW-hr	100,000	$0.13	$12,900
Miscellaneous repair and replacement	LS	1	$25,700	$25,700
Total Annual O&M Cost [(1)]				$941,900
Present Worth @ 20 yr, 5%				$11,738,200

(1) Operations and maintenance costs do not reflect costs for operating and maintaining the recycled water conveyance system. The City needs to identify recycled water users prior to sizing and designing this system.

Analysis of Alternatives

Wastewater treatment and recycle/disposal alternatives are compared in terms of capacity requirements for principal storage and recycle facilities, total present worth costs, and non-monetary selection factors. Based on these comparisons, a recommended alternative is selected for inclusion in the Master Plan update.

DESIGN DATA COMPARISON

Design data for principal storage and recycle facilities under the alternatives evaluated are summarized and compared in Table 27.

Table 27. Comparison of Facility Requirements for Treatment and Recycle/Discharge Alternatives

Component	Alternative				
	1A	1B	2A	2B	3A
Treatment Process	Aerated ponds	Aerated ponds	Aerated ponds	Aerated ponds	Tertiary MBR
Storage Pond Lining	New only	All ponds	None	All ponds	All ponds
Effluent Recycle/Disposal	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle	Year-round storage/ recycle
Storage Volume (acre-feet)					
Existing	288 (1)	288 (1)	380	380	380
Phase 1 – New	51	91	0	23	0
Phase 2 – New	0	91	0	0	0
Total	339	561	380	403	380
Irrigation Area (acres) (2)					
Existing	133	133	133	133	133
Phase 1	-40	-40	-40	-40	-40
Phase 2	-93	-93	-93	-93	-93
Total	0	0	0	0	0

(1) For this alternative, it is assumed that Pond 1 is full and provide zero storage capacity at the beginning of the wet season.

(2) Before the City moves towards full recycling, the spray fields will continue to be necessary to dispose of final effluent in excess of recycled water demand. Once the City fully recycles all its final effluent, it may be possible to identify alternative uses for the spray fields.

PRESENT WORTH COST COMPARISON

Present worth costs of each alternative are summarized in Table 28. Present worth of annual operating and maintenance costs are calculated by applying a uniform-series present worth factor based on a 20-year period and a 5 percent interest to the estimated annual operating and maintenance costs. Present worth of Phase 2 facilities costs was determined by applying a single-

payment present worth factor based on a 10-year period and 5 percent interest rate to estimate Phase 2 capital costs.

Table 28. Comparison of Present Worth Costs of Treatment and Recycle/Discharge Alternatives

Item	Alternative				
	1A	1B	2A	2B	3A
Phase 1					
Construction	$2,030,000	$5,193,000	$676,000	$3,545,000	$22,561,000
Phase 2					
Construction	$840,000	$4,228,000	$771,000	$1,743,000	$1,224,000
Present Worth	$516,000	$2,596,000	$473,000	$1,070,000	$751,000
Operations & Maintenance					
Annual Cost	$451,000	$451,000	$451,000	$451,000	$942,000
Present Worth	$5,617,00	$5,617,000	$5,617,000	$5,617,000	$11,738,000
Total Present Worth	$8,163,000	$13,406,000	$6,766,000	$10,232,000	$35,050,000

OTHER MONETARY FACTORS

Two other monetary factors to consider include income from recycled water sale and potential sale or lease of the spray fields. Beginning in late 2014, the City began providing some recycled water to local farmers at the rate of $70 per acre-foot of recycled water in lieu of disposing of final effluent in the spray fields. As the City moves towards full water recycling, it is expected that the potential revenue stream from sale of recycled water will increase as the volume of recycled water produced and distributed increases. While tertiary recycled water is a higher quality and may receive a higher rate, for the purpose of this evaluation, it is assumed that its rate is similar to the secondary recycled water currently produced. A summary of the projected recycled water produced for each alternative is presented in Table 29.

Table 29. Projected 2035 Volume of Recycled Water Production

Alternative	Recycled Water Volume (acre-foot)
1A	570
1B	800
2A	580
2B	830
3A	800

The other monetary factor associated with the City moving towards full water recycling is that the existing spray fields may be repurposed. Potential options can include leasing the spray field land to farmers or selling the land. While this evaluation does not consider the revenue that can be generated from such options, the amount of land available differs with each alternative and is summarized in Table 30.

Table 30. Estimated Post-Project Spray Field Land Available

Alternative	Estimated Available Land (acres)
1A	164
1B	141
2A	173
2B	169
3A	173

NON-MONETARY FACTORS COMPARISON

Non-monetary factors to consider in selecting a recommended alternative include:

- Simplicity, ease, and reliability of process operation
- Risk of odors, health, and safety
- Regulatory requirements and potential liability
- Environmental considerations

The relative ranking of the various alternatives in relation to these factors are discussed below.

Simplicity, Ease and Reliability of Process Operation

Each of the alternatives, except Alternative 3A, will continue to use the existing treatment system. The recycled water system (e.g., pump station) would be an expansion of the current irrigation system and depending on the alternative, there may be additional storage facilities to maintain. The proposed systems are all considered equally reliable because of redundant features included in the design of all systems. Alternative 3A also require a higher level of certification for facility operators.

As presented in Table 29, the volume of recycled water that may be produced by the WWTF can vary significantly depending on if the existing storage ponds are lined. The volume of recycled water that is expected to percolate into the subsurface in Alternatives 1A and 2A is substantially higher when compared to Alternatives 1B, 2B, and 3A. Retrofitting the existing storage ponds can help increase the volume and reliability of recycled water supply that is available to users.

Risk of Odors, Health, and Safety

The wastewater treatment processes under Alternatives 1A, 1B, 2A, and 2B would continue to consist of the aerated pond treatment system, which may potentially have odor issues due to processing raw wastewater in large open ponds. However, odors are not anticipated to be an issue if the aeration systems are operated properly and the ponds are maintained to avoid excessive accumulation of biosolids. For alternatives where new ponds would be installed, security fencing would be included, which would reduce security risk around the ponds.

The use of hypochlorite for disinfection under Alternatives 1A, 1B, 2A, and 2B is inherently riskier to health and safety than UV light disinfection under Alternative 3A.

Regulatory Considerations

Regulatory requirements for each alternative are expected to be similar because the City would transition from disposal of final effluent in the spray fields to year-round storage and full recycling. If the City moves towards full water recycling, the recycled water program would likely be permitted under an individual WRR or the State Water Board's general recycled water permit (Order No. WQ 2014-0090-DWQ). The City would also need to decide on the disposition of the remaining spray fields (e.g., maintain them for emergency discharge, lease or sell the land). If the City converts the remaining spray fields spray into a non-disposal site, then the City can request that the Regional Water Board rescind the current WDR such that the City is no longer obligated to operate (including conducting monitoring) under those conditions. If the City elects to maintain some flexibility with the spray fields, the City may want to operate under both the existing (or reissued) WDR and some form of a recycled water permit.

Tertiary treatment under Alternative 3A provides a more consistently, higher quality recycled water that has more potential uses than secondary recycled water. Tertiary effluent is also more likely to meet long-term discharge requirements, which could become more stringent in the future. However, for the City's anticipated recycled water use, secondary recycled water sufficiently meets the current regulations.

Environmental Considerations

Environmental considerations include water supply and energy conservation and groundwater protection. Each alternative plans a transition from disposing of final effluent in spray fields to full water recycling for agricultural and potentially landscape irrigation. Use of recycled water in this form is a higher form of reuse than currently practiced and will reduce the demand on surface water and groundwater resources. Energy demand for conveying recycled water is also expected to be less than the energy required to pump groundwater for irrigation for Alternatives 1A, 1B, 2A, and 2B. Energy demand for tertiary treatment (Alternative 3A) is much higher and may likely offset energy saved from pumping groundwater.

In proposing to line all storage ponds (existing and new), Alternatives 1B, 2B, and 3A are expected to provide a higher level of protection of groundwater in comparison to Alternatives 1A and 2A because percolation from the existing ponds would be minimized. Between Alternatives 1A and 2A, Alternative 2A does not require an additional storage pond to be constructed, which would reduce its potential environmental impacts from construction and operation and maintenance activities for the pond as well as ancillary structures. An additional benefit of reducing percolation from the existing ponds is that available recycled water volume would be maximized.

COMPARISON SUMMARY AND RANKING

The various alternatives were compared by means of the ranking matrix presented in Table 31in which monetary and non-monetary factors, discussed above, for each alternative were scored numerically. Scoring was based on a combination of published information, regulatory knowledge, and engineering judgment.

Table 31. Summary Comparison of Alternatives Ranking

Factor	Alternative					
	Maximum	1A	1B	2A	2B	3A
Present worth cost	40	35	25	40	30	10
Recycled water production	5	3	5	3	5	5
Spray field land disposition	5	5	3	5	5	5
Ease/reliability of operation	5	5	5	5	5	3
Health, safety, odor risk	5	3	3	3	3	5
Regulatory considerations	20	15	15	15	15	18
Environmental considerations	20	10	14	14	16	18
Total	100	76	70	85	79	64

APPARENT BEST ALTERNATIVE

The apparent best alternative will depend on the need to line existing storage ponds to achieve BPTC. If the Regional Water Board determines through a BPTC Evaluation that lining of existing storage ponds is not required, then Alternative 2A is the preferred alternative based on its low cost and highest overall ranking. However, if lining of the existing storage ponds is required to achieve BPTC, then Alternative 2B becomes the preferred alternative.

APPENDIX A

City of Winters Waste Discharge Requirements Order No. R5-2002-0136

CALIFORNIA REGIONAL WATER QUALITY CONTROL REGIONAL BOARD
CENTRAL VALLEY REGION

ORDER NO. R5-2002-0136

WASTE DISCHARGE REQUIREMENTS
FOR
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

The California Regional Water Quality Control Regional Board, Central Valley Region, (hereafter Regional Board) finds that:

1. Waste Discharge Requirements Order No. 91-232, adopted by the Board on 22 November 1991, prescribes requirements for the City of Winters Wastewater Treatment Facility (WWTF), which consists of wastewater collection, treatment, storage and land application areas.

2. Existing waste discharge requirements established by Order No. 91-232 are neither adequate nor consistent with current plans and policies of the Regional Board.

3. On 31 January 2002, the City of Winters (hereafter Discharger) submitted a Report of Waste Discharge (RWD) for a phased expansion of the WWTF to treat and dispose of domestic wastewater generated in the City of Winters.

4. For the purposes of this Order, the WWTF shall mean the wastewater treatment and storage ponds, and land application areas. The facility site location is shown on Attachment A, which is attached hereto and made part of this Order by reference.

5. The WWTF property is owned by the City of Winters (hereafter Discharger). The Assessor Parcel Numbers are 30-180-017, 30-210-012, -012, -009, -020, -010, 30-030-047, -046 and -012. As of the date of this Order, EcoResources is contracted to operate and maintain the WWTF.

6. The WWTF is located on County Road 32, northwest of the city of Winters in Sections 16 and 17, T8N, R1W, MDB&M. The WWTF is primarily surrounded by agricultural land and orchards. The facility site map is shown on Attachment B, which is attached hereto and made part of this Order by reference.

7. The 31 January 2002 RWD proposes that upon certified completion of improvements to the WWTF the maximum discharge be increased using a phased approach. Phase 1B consists of increasing the discharge from the existing 0.80 MGD to 0.92 MGD and Phase 2 consists of increasing the discharge from the 0.92 MGD to 1.20 MGD.

Existing Facility and Discharge

8. The WWTF consists of influent pumping, two 0.2-acre primary aeration ponds, two 0.4-acre secondary aeration ponds, one 5-acre polishing pond, 4 storage ponds having 43.3 total acres,

chlorination system and approximately 170 acres of land application areas. A schematic of the treatment and storage ponds are shown on Attachment C, which is attached hereto and made part of this Order by reference.

9. The following table summarizes the data submitted by the Discharger in monthly monitoring reports as required by Order No. 91-232.

		Specific Conductivity (µmhos/cm)	
Date	Flow (mgd)	Influent	Effluent
1/2001	0.624	1033	1145
2/2001	0.648	1019	1038
3/2001	0.616	1204	1005
4/2001	na	na	na
5/2001	0.591	na	na
6/2001	0.623	1029	1122
7/2001	0.632	1054	1210
8/2001	0.677	1202	1113
9/2001	0.635	1164	1080
10/2001	0.688	1104	1128
11/2001	0.688	1031	na
12/2001	0.652	1043	1012
1/2002	0.596	852	896
AVERAGE	**0.639**	**1067**	**1075**

na denotes not available, mgd denotes million gallons per day.

10. The land application areas that are irrigated with disinfected secondary wastewater are vegetated by native grasses, which are periodically grazed by sheep and cattle from the neighboring ranch. The recycled water is applied to the 130-acre land application area using big-gun sprinklers (104 installed) and 1-nozzle impact sprinklers (448 installed) are used for irrigation on the 40-acre land application area. The tailwater control system consists of 2 pumps at a capacity of 1,200 gpm.

Sanitary Sewer System

11. Wastewater from homes and businesses in the City of Winters is conveyed by gravity to the East Street pumping station from which it is pumped through a 2.7-mile, 14-inch diameter force main to the WWTF.

12. The Discharger's sanitary sewer system collects wastewater using sewers, pipes, pumps, and/or other conveyance systems and directs this raw sewage to the wastewater treatment facility. A "sanitary sewer overflow" is defined as a discharge to ground or surface water from the sanitary

sewer system at any point upstream of the wastewater treatment facility. Temporary storage and conveyance facilities (such as wet wells, regulated impoundments, tanks, highlines, etc.) may be part of a sanitary sewer system and discharges to these facilities are not considered sanitary sewer overflows, provided that the waste is fully contained within these temporary storage/conveyance facilities.

13. Sanitary sewer overflows consist of varying mixtures of domestic sewage, industrial wastewater, and commercial wastewater; this mixture depends on the pattern of land use in the sewage collection system tributary to the overflow. The chief causes of sanitary sewer overflows include grease blockages, root blockages, debris blockages, sewer line flood damage, manhole structure failures, vandalism, pump station mechanical failures, power outages, storm or groundwater inflow/infiltration, lack of capacity, and contractor caused blockages.

14. Sanitary sewer overflows often contain high levels of suspended solids, pathogenic organisms, toxic pollutants, nutrients, oxygen demanding organic compounds, oil and grease, and other pollutants. Sanitary sewer overflows can cause temporary excedences of applicable water quality objectives, pose a threat to public health, adversely affect aquatic life, and impair the public recreational use and aesthetic enjoyment of surface waters in the area.

15. The Discharger is expected to take all necessary steps to adequately maintain, operate, and prevent discharges from its sanitary sewer collection system. This Order requires the Discharger to prepare and implement a Sanitary Sewer System Operation, Maintenance, Overflow Prevention, and Response Plan.

Planned Changes in Discharge

16. The Discharger is presently planning to expand the WWTF to be able to treat anticipated increased flows due to forecasted population increases. The expansion will be implemented in a phased approach. This phased approach includes 4 phases, however, this Order will focus on Phase 1B and Phase 2.

17. Phase 1B includes improvements that have been proposed in the RWD that will support a maximum discharge of 0.92 MGD (from the current 0.80 MGD). Some of the improvements include regrading the existing 130-acre land application areas to allow fuller use, and replacement of two existing 15-hp aerators in the primary aeration ponds with two 25-hp brush type aerators.

18. Phase 2 includes improvements that have been proposed in the RWD that will support a maximum discharge of 1.20 MGD. Some of the Phase 2 improvements include the installation of a new influent pump station, new 25-hp brush type aerator to the existing polishing pond, expand chlorination system to 100 lbs/d, replacement of the existing big-gun sprinklers in the north spray field with small sprinklers and an automated system, expand irrigation pumping capacity to 1,365 gpm, add an additional 133-acre-ft storage reservoir and add 56 new acres of land application areas.

19. The Discharger has provided treatment process capacity computations for Phases 1B and 2 that include water balance calculations utilizing data from a 100-year storm event.

Site-Specific Conditions

20. Annual average precipitation in the vicinity averages approximately 17.27 inches per year. The average evapotranspiration rate is approximately 57 inches per year.

21. The facility lies within the Valley Putah-Cache Hydrologic Unit Area No. 511.00, as depicted on interagency hydrologic maps prepared by the Department of Water Resources in August 1986.

Groundwater Considerations

22. There are no existing groundwater monitoring wells located at the WWTF. This Order requires the discharge to install a monitoring well network to assess background and down gradient water quality of the WWTF. The wells will be installed to such a depth that will allow monitoring of the first encountered groundwater bearing zone.

23. Quarterly groundwater monitoring and complete a technical analysis of groundwater monitoring data is appropriate and necessary to determine applicable background concentrations and the nature and extent of groundwater impacts attributable to the discharge, if any.

24. The water supply for the City of Winters is from five groundwater wells. The water is disinfected prior to distribution. Based on data from the 1998 Consumer Confidence Report the source water quality is as follows:

Constituent	Weighted Average	Range
Nitrate, mg/L	19	10 - 27
Total Dissolved Solids, mg/L	399	260-450
Specific conductance, µmhos/cm	710	460-810
Chloride, mg/L	27	15-31
Sulfate, mg/L	32	21-34
Coliform bacteria	non detect	----------

Groundwater Degradation

25. State Water Resources Control Regional Board (State Board) Resolution No. 68-16 (hereafter Resolution 68-16 or the "Antidegradation Policy") requires that high quality waters of the state (i.e., background water quality) be maintained until it is demonstrated that any change in quality will be consistent with maximum benefit to the people of the State, will not unreasonably affect beneficial uses, and will not result in water quality less than that described in the water quality policies (e.g., quality that exceeds water quality objectives). Any discharge to existing high quality waters must

be required to meet waste discharge requirements that will result in best practicable treatment or control of the discharge necessary to assure that a pollution or nuisance will not occur and the highest water quality consistent with maximum benefit to the people of the state will be maintained.

26. Some degradation of groundwater beneath the WWTF (excluding the land application areas) is consistent with Resolution 68-16 provided that:

    a. The degradation is confined within a specified boundary;

    b. The discharger minimizes the degradation by fully implementing, regularly maintaining, and optimally operating best practicable treatment and control (BPTC) measures;

    c. The degradation is limited to waste constituents typically encountered in municipal wastewater as specified in the groundwater limitations in this Order; and

    d. The degradation does not result in water quality less than that prescribed in the *Water Quality Control Plan for the Sacramento River and San Joaquin River Basins, Fourth Edition* (hereafter Basin Plan).

27. Some degradation of groundwater by some of the typical waste constituents released with discharge from a municipal wastewater utility after effective source control, treatment, and control is consistent with maximum benefit to the people of California. The technology, energy, water recycling, and waste management advantages of municipal utility service far exceed any benefits derived from a community otherwise reliant on numerous concentrated individual wastewater systems, and the impact on water quality will be substantially less. Degradation of groundwater by constituents (e.g., toxic chemicals) other than those specified in the groundwater limitations in this Order, and by constituents that can be effectively removed by conventional treatment (e.g., total coliform bacteria) is prohibited. When allowed, the degree of degradation permitted depends upon many factors (i.e., background water quality, the waste constituent, the beneficial uses and most stringent water quality objective, source control measures, waste constituent treatability).

28. Economic prosperity of local communities and associated industry is of maximum benefit to the people of California, and therefore sufficient reason exists to accommodate growth and groundwater degradation around the wastewater treatment facility, provided that the terms of the Basin Plan are met.

29. These waste discharge requirements do not allow degradation of groundwater beneath the land application areas. The Discharger is required to monitor the groundwater under the land application areas and, if the monitoring data indicate that the discharge of waste to the land application areas is causing groundwater to contain waste constituents in concentrations statistically greater than background water quality, then the Discharger may be required to submit a report to indicate how such degradation will comply with Resolution 68-16. Upon review of such report, this Order may be revised, including the groundwater limitations.

Treatment and Control Practices

30. This WWTF provides treatment and control of the discharge that incorporates:

    a. Technology for secondary treatment of municipal wastewater;

    b. Recycling of wastewater;

    c. Staffing and training to assure proper operation and maintenance.

31. The WWTF treats wastewater to secondary standards. Because of the lack of information regarding the shallow groundwater table, assumptions cannot be made regarding constituent attenuation in the vadose zone. In addition, the potential impacts on groundwater and the appropriate level of degradation that complies with Resolution 68-16 have not been fully evaluated. Therefore, the Discharger's current effort may not constitute BPTC as intended in Resolution 68-16, and this Order establishes a schedule for tasks to evaluate BPTC for each conveyance, treatment, storage, and disposal component of the facility and to further characterize groundwater for selected constituents. Completion of these tasks, and implementation of the approved strategies developed from that work, will ensure that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved.

32. This Order establishes interim groundwater limitations for the WWTF that will not unreasonably threaten present and anticipated beneficial uses or result in groundwater quality that exceeds water quality objectives set forth in the Basin Plan. This Order contains tasks for assuring that BPTC and the highest water quality consistent with the maximum benefit to the people of the State will be achieved. Accordingly, the discharge is consistent with the antidegradation provisions of Resolution 68-16. Based on the results of the scheduled tasks, this Order may be reopened to reconsider groundwater limitations and other requirements to comply with Resolution 68-16.

Water Recycling

33. The Department of Health Services (DHS) has established statewide water recycling criteria in Title 22, CCR, Section 60301 et. seq. (hereafter Title 22). DHS revised the water recycling criteria contained in Title 22 on 2 December 2000. The revised Title 22 requires that all wastewater used for reclamation receive, at a minimum, secondary treatment. However, Title 22 does not define secondary treatment with respect to numerical limits for BOD_5 and total suspended solids (TSS). According to DHS, for uses not requiring disinfection, treated wastewater should, at a minimum, be adequately oxidized, contain dissolved oxygen near saturation levels, and be nonputrescible when applied to land.

Basin Plan, Beneficial Uses, and Regulatory Considerations

34. The Basin Plan designates beneficial uses, establishes water quality objectives, contains implementation plans and policies for protecting waters of the basin, and incorporates by reference plans and policies adopted by the State Board. Pursuant to Section 13263(a) of the California Water Code, waste discharge requirements must implement the Basin Plan.

35. Surface water drainage is to Highland Canal, thence to Dry Creek, thence to Putah Creek thence to the Yolo Bypass. The beneficial uses of the Putah Creek to Yolo Bypass are municipal and domestic supply; agricultural irrigation and stock watering supply; contact recreation, other noncontact recreation; warm and potential cold freshwater habitat; warm water spawning and wildlife habitat.

36. The beneficial uses of the underlying groundwater are municipal and domestic supply, agricultural supply, industrial service supply, and industrial process supply.

37. The Basin Plan encourages water recycling.

38. The Basin Plan establishes numerical and narrative water quality objectives for surface and groundwater within the basin for implementation in waste discharge requirements. For narrative water quality objectives translators can be employed as prescribed in the Basin Plan to derive numerical limitations that protect designated beneficial uses.

39. The Basin Plan identifies numerical water quality objectives for waters designated as municipal supply. These are the maximum contaminant levels (MCLs) specified in Title 22, California Code of Regulations: Tables 64431-A (Inorganic Chemicals) and 64431-B (Fluoride) of Section 64431, Table 64444-A (Organic Chemicals) of Section 64444, and Table 64449-A (Secondary Maximum Contaminant Levels-Consumer Acceptance Limits) of Section 64449. The Basin Plan's incorporation of these provisions by reference is prospective to incorporate changes as they take effect.

40. Narrative water quality objectives cover chemical constituents, tastes and odors, and toxicity. The toxicity objective requires that groundwater be maintained free of toxic substances in concentrations that produce detrimental physiological responses in humans, plants or animals. The chemical constituent objective requires that groundwater shall not contain chemical constituents in concentrations that adversely affect beneficial uses. The tastes and odors objective requires that groundwater shall not contain tastes or odors producing substances in concentrations that cause nuisance or adversely affect beneficial uses.

41. Water quality numeric criteria and guidelines developed and published by other agencies and organizations as necessary to protect designated beneficial uses are summarized in the attached information sheet. To not unreasonably affect any beneficial use, the most stringent of the

translated water quality criteria and numeric water quality objectives for a constituent must be the groundwater limitation implemented herein.

42. Section 13241 of the Water Code requires the Regional Board to consider various factors, including economic considerations, when adopting water quality objectives into its Basin Plan. Water Code Section 13263 requires the Regional Board to address the factors in Section 13241 in adopting waste discharge requirements. The State Board, however, has held that a Regional Board need not specifically address the Section 13241 factors when implementing existing water quality objectives in waste discharge requirements because the factors were already considered in adopting water quality objectives. As waste discharge requirements implement adopted water quality objectives, no additional analysis of Section 13241 factors is required.

43. The United States Environmental Protection Agency (EPA) has promulgated biosolids reuse regulations in 40 CFR 503, *Standard for the Use or Disposal of Sewage Sludge,* which establishes management criteria for protection of ground and surface waters, sets application rates for heavy metals, and establishes stabilization and disinfection criteria.

44. The Regional Board is using the Standards in 40 CFR 503 as guidelines in establishing this Order, but the Regional Board is not the implementing agency for 40 CFR 503 regulations. The Discharger may have separate and/or additional compliance, reporting, and permitting responsibilities to the EPA.

45. The State Board adopted Order No. 97-03-DWQ (General Permit No. CAS000001) specifying waste discharge requirements for discharges of storm water associated with industrial activities, and requiring submittal of a Notice of Intent by all affected industrial dischargers. If the wastewater treatment facility facilities are designed to collect all runoff and redirect them to the plant headworks then the Discharger will not be required to obtain coverage under the General Permit No. CAS000001. However, if the runoff in the plant area is not redirected to the headworks, then the Discharger is required to submit a notice of intent or notice of non-applicability for coverage under General Permit No. CAS000001.

46. On date 18 February 1997, in accordance with the California Environmental Quality Act (CCR, Title 14, Section 15261 et. seq.), the City of Winters certified a final Envionmental Impact Report for the phased expansion of the wastewater treatment facility including new spray fields and ultimately increasing the plants capacity from 0.55 MGD to 1.63 MGD. Recommended mitigation measures for potential significant impacts for water and groundwater quality are as follows:

Water Quality

a. California Regional Water Quality Control Board discharge requirements shall be met via the final design of the project. Requirements will include the specification that no applied wastewater reused for irrigation leave the site as surface runoff. Title 22 requirements will be met for reuse of wastewater for irrigation in design of treatment and disinfection systems.

b. Consistent with the General Plan policy VI.A.6, grading should be carried out during the dry months, April-October. Areas not being graded should be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles should be covered or temporarily revegetated when left for long periods. Revegetation of slopes should be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downgradient surface waters. A temporary and permanent erosion control plan shall be prepared with the final project design. These measures shall be incorporated into the State's required Stormwater Pollution Prevention Plan.
c. Facilities shall not be constructed and grading shall not be allowed with 100 feet of Dry Creek.

Groundwater Quality

a. California Regional Water quality Control Board requirements shall be met via the final design of the project.
b. A detailed geotechnical design report shall be performed prior to the final project design to determine groundwater levels across the site and seepage concerns resulting in recommendations with the intent of ensuring that significant groundwater impacts will not occur. The report shall meet the requirements of the Water Quality Control Board and recommendations of the final report shall be followed in the final design.
c. The final design shall incorporate drainage and pond sizing to accommodate 100-year rainfall events.

The Regional Board reviewed the mitigated negative declaration and concurs that implementing the outlined mitigation measures and compliance with Board adopted Waste Discharge Requirements will mitigate the risk of significant impacts to water quality.

47. Section 13267(b)(1) of the CWC provides that: "In conducting an investigation specified in subdivision (a), the Regional Board may require that any person who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge waste within its region, or any citizen or domiciliary, or political agency or entity of this state who has discharged, discharges, or is suspected of having discharged or discharging, or who proposes to discharge, waste outside of its region that could affect the quality of waters within its region shall furnish, under penalty of perjury, technical or monitoring program reports which the regional board requires. The burden, including costs, of these reports shall bear a reasonable relationship to the need for the report and the benefits to be obtained from the reports. In requiring those reports, the Regional Board shall provide the person with a written explanation with regard to the need for the reports, and shall identify the evidence that supports requiring that person to provide the reports."

48. The technical reports required by this Order and the attached "Monitoring and Reporting Program No. R5-2002-0136" are necessary to assure compliance with these waste discharge requirements. The Discharger operates the facility that discharges the waste subject to this Order.

49. The California Department of Water Resources (DWR) sets standards for the construction and destruction of groundwater wells (hereafter DWR Well Standards), as described in *California Well Standards Bulletin 74-90* (June 1991) and *Water Well Standards: State of California Bulletin 94-81* (December 1981). These standards, and any more stringent standards adopted by the State or county pursuant to CWC Section 13801, apply to all monitoring wells.

50. The discharge authorized herein and the treatment and storage facilities associated with the discharge, except for discharges of residual sludge and solid waste, are exempt from the requirements of Title 27, California Code of Regulations (CCR), Section 20005 et seq. (hereafter Title 27). The exemption, pursuant to Section 20090(a) of Title 27, is based on the following:

    a. The waste consists primarily of domestic sewage and treated effluent;

    b. The waste discharge requirements are consistent with water quality objectives; and

    c. The treatment and storage facilities described herein are associated with a municipal wastewater treatment facility.

51. State regulations that prescribe procedures for detecting and characterizing the impact of waste constituents from waste management units on groundwater are found in Title 27. While the wastewater treatment facility is exempt from Title 27, the data analysis methods of Title 27 are appropriate for determining whether the discharge complies with the terms for protection of groundwater specified in this Order.

52. Pursuant to California Water Code Section 13263(g), discharge is a privilege, not a right, and adoption of this Order does not create a vested right to continue the discharge.

Public Notice

53. All the above and the supplemental information and details in the attached Information Sheet, which is incorporated by reference herein, were considered in establishing the following conditions of discharge.

54. The State Department of Health Services was consulted regarding the public health aspects of water recycling.

55. The conditions of discharge in this Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure conformance with them. The Discharger may request that this Order be reopened if applicable laws and regulations change.

56. The Discharger and interested agencies and persons were notified of the intent to prescribe waste discharge requirements for this discharge, and provided an opportunity for a public hearing and an opportunity to submit their written views and recommendations.

57. In a public meeting, all comments pertaining to the discharge were heard and considered.

IT IS HEREBY ORDERED that, pursuant to Sections 13263 and 13267 of the California Water Code, Order No. 91-232 is rescinded and the City of Winters, its agents, successors, and assigns, in order to meet the provisions contained in Division 7 of the California Water Code and regulations adopted hereunder, shall comply with the following:

[Note: Other prohibitions, conditions, definition and some methods of determining compliance are contained in the attached "Standard Provisions and Reporting Requirements for Waste Discharge Requirements," dated 1 March 1991, which are part of this Order. This attachment and its individual paragraphs are referred to as "Standard Provisions" and are attached hereto and made part of this Order by reference.]

A. Discharge Prohibitions

1. The direct or indirect discharge of wastes and/or recycled water to surface waters or surface water drainage courses is prohibited.

2. The bypass or overflow of untreated or partially treated waste is prohibited.

3. The application of recycled water to areas other that the designated land application areas is prohibited.

4. The application of recycled water that is applied at rates in excess of the vegetation nitrogen requirements, or at rates that would cause excess nitrogen, dissolved solids, or metals to leach to groundwater is prohibited.

5. The grading of surface water drainage courses and/or wetland areas in the land application areas is prohibited without water quality certification. Water Quality Certification is required for any project that impacts waters of the State (such as streams and wetlands). Those projects include, but are not limited to, stream crossings, modification of stream banks or stream courses, and filling or modification of wetlands.

6. The discharge of sewage from a sanitary sewer system at any point upstream of a wastewater treatment facility is prohibited. Discharge of treated wastewater downstream of the treatment plant, other than at the approved land application areas, is prohibited.

7. The discharge of waste classified as 'hazardous' under Section 2521, Title 23 CCR or 'designated', as defined in Section 13173 of California Water Code is prohibited.

8. The discharge of septage to the sanitary sewer system or the WWTF is prohibited.

9. The grazing of livestock in the land application areas, is prohibited.

B. Discharge Specifications

1. The monthly average dry weather flow shall not exceed 0.80 MGD. Upon certified completion of the facility improvements for Phase 1B, the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon written approval of the Phase 1B report from the Executive Officer, the monthly average dry weather flow shall not exceed 0.92 MGD. Upon certified completion of the improvements for Phase 2 the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 2 improvement report from the Executive Officer the monthly average flow shall not exceed 1.20 MGD. The flow rate limits shall be applied to the flow entering the headworks.

2. Public contact with wastewater shall be precluded or controlled through such means as fences and signs, or acceptable alternatives.

3. No waste constituent shall be released or discharged, or placed where it will be released or discharged, in a concentration or in a mass that causes violation of the Groundwater Limitations.

4. Objectionable odors originating at the facility shall not be perceivable beyond the limits of the property owned by the Discharger.

5. As a means of discerning compliance with Discharge Specification No. 4, the dissolved oxygen content in the upper one foot of any wastewater storage pond shall not be less than 1.0 mg/L.

6. All treatment, storage, and land application areas shall be designed, constructed, operated, and maintained to prevent inundation or washout due to floods with a 100-year return frequency.

7. Application of recycled water shall be confined to the designated land application areas as defined in this Order.

8. Wastewater ponds shall be managed to prevent breeding of mosquitoes. In particular,

   a. An erosion control program shall be implemented to ensure that small coves and irregularities are not created around the perimeter of the water surface.

   b. Weeds shall be minimized through control of water depth, harvesting, or herbicides.

   c. Dead algae, vegetation, and debris shall not accumulate on the water surface.

9. The facility shall have sufficient treatment, storage, and disposal capacity to accommodate allowable wastewater flow and design seasonal precipitation and ancillary inflow and infiltration during the winter months. Design seasonal precipitation shall be based on total annual precipitation using a return period of 100 years, distributed monthly in accordance with historical rainfall patterns.

10. Freeboard in any pond shall never be less than two feet as measured from the water surface to the lowest point of overflow.

11. On or about **15 October** of each year, available pond storage capacity shall at least equal the volume necessary to comply with Discharge Specifications B.9 and B.10.

C. Effluent Limitations

1. Treated effluent discharged from the treatment plant/storage ponds to the land application areas shall not have total coliform exceeding a monthly average of 23 MPN/100 mL or a daily maximum of 240 MPN/100 mL.

2. No stored wastewater or effluent shall have a pH less than 6.5 or greater than 9.5.

D. General Solids Disposal Specifications

Sludge, as used in this document, means the solid, semisolid, and liquid residues removed during primary, secondary, or advanced wastewater treatment processes. Solid waste refers to grit and screenings generated during preliminary treatment. Residual sludge means sludge that will not be subject to further treatment at the WWTF. Biosolids refers to sludge that has been treated and tested and shown to be capable of being beneficially and legally used pursuant to federal and state regulations as a soil amendment for agriculture, silviculture, horticulture, and land reclamation activities.

1. Sludge and solid waste shall be removed from screens, sumps, ponds, and clarifiers as needed to ensure optimal plant operation.

2. Treatment and storage of sludge generated by the WWTF shall be confined to the WWTF property, and shall be conducted in a manner that precludes infiltration of waste constituents into soils in a mass or at concentrations that will violate the Groundwater Limitations of this Order.

3. Any storage of residual sludge, solid waste, and biosolids at the WWTF shall be temporary, and the waste shall be controlled and contained in a manner that minimizes leachate formation and precludes infiltration of waste constituents into soils in a mass or at concentrations that will violate the Groundwater Limitations of this Order.

4. Residual sludge, biosolids, and solid waste shall be disposed of in a manner approved by the Executive Officer and consistent with Title 27. Removal for further treatment, disposal, or reuse at disposal sites (i.e., landfills, WWTFs, composting sites, soil amendment sites) operated in accordance with valid waste discharge requirements issued by a Regional Water Quality Control Board will satisfy this specification.

5. Use of biosolids as a soil amendment shall comply with valid waste discharge requirements issued by a Regional Water Quality Control Board. In most cases, this will mean the General Biosolids Order (State Water Resources Control Board Water Quality Order No. 2000-10-DWQ, *General Waste Discharge Requirements for the Discharge of Biosolids to Land for Use as a Soil Amendment in Agricultural, Silvicultural, Horticultural, and Land Reclamation Activities*). For a biosolids use project to be covered by the General Biosolids Order, the Discharger must file a complete Notice of Intent and receive a Notice of Applicability for each project.

6. Use and disposal of biosolids shall comply with the self-implementing federal regulations of Title 40, Code of Federal Regulations (CFR), Part 503, which are subject to enforcement by the U.S. EPA, not the Regional Board. If during the life of this Order, the State accepts primacy for implementation of 40 CFR 503, then the Regional Board may also initiate enforcement where appropriate.

E. Land Application Area Specifications

1. Public contact with recycled wastewater shall be controlled through use of fences and cautionary signs, and/or other appropriate means. Perimeter warning signs indicating that recycled water is in use shall be posted at least every 500 feet along the property boundary and at each access road entrance to the properties. Each sign shall be in English and Spanish languages.

2. Any connection between the recycled water conveyance system and any potable water conveyance system, groundwater supply well, or surface water supply source for the purpose of supplementing recycled water shall be equipped with an appropriate backflow prevention device.

3. Direct or windblown spray shall be confined to the designated land application area and shall be prevented from contacting outdoor eating areas, drinking water facilities, homes, or surface watercourses.

4. The Discharger shall comply with the following setbacks within the land application areas:

Setback Distance (feet)	To
25	Property Lines
30	Public Roads
50	Surface Water Drainage Courses
100	Domestic/Irrigation Wells

5. The perimeter of the land application areas shall be graded to control runoff and prevent ponding along public roads or other public areas.

6. Irrigation with recycled water shall not be performed within 24 hours before, during, or within 24 hours after any precipitation event, nor shall it be performed when the land application areas is saturated.

7. Application rates for recycled water shall not exceed agronomic rates considering the crop, soil, climate, and irrigation management system in accordance with the operation and maintenance plan required by Provision G.1.b.

8. The land application area shall be managed to prevent breeding of mosquitoes. In particular:

   a. There shall be no standing water on the irrigation parcel areas 24 hours after effluent application to a parcel ceases;

   b. Ditches must be maintained essentially free of emergent, marginal, and floating vegetation, and;

   c. Low-pressure and unpressurized pipelines and ditches accessible to mosquitoes shall not be used to store effluent.

F. Groundwater Limitations

1. Release of waste constituents from any wastewater treatment, storage system component, or land application area associated with the WWTF shall not cause groundwater degradation under and beyond that system component, as determined by an approved well monitoring network, to:

   a. Contain any of the following constituents in concentration greater than as listed or greater than ambient background quality, whichever is greater:

Constituent	Units	Limitation
Boron	mg/L	0.6
Chloride	mg/L	106
Iron	mg/L	0.3
Manganese	mg/L	0.05
Sodium	mg/L	69
Total Coliform Organisms	MPN/100 mL	non detect
Total Dissolved Solids[1]	mg/L	450
Total Nitrogen	mg/L	10
Nitrite (as N)	mg/L	1

Constituent	Units	Limitation
Nitrate (as N)	mg/L	10
Ammonia (as N)	mg/L	0.5
Bromoform	µg/L	4
Bromodichloromethane	µg/L	0.27
Chloroform	µg/L	1.1
Dibromochloromethane	µg/L	0.37

[1] A cumulative impact limit that accounts for several dissolved constituents in addition to those listed here separately [e.g., alkalinity (carbonate and bicarbonate), calcium, hardness, phosphate, and potassium].

b. Contain any constituent not identified in Groundwater Limitation F.1.a in concentrations greater than background quality (whether chemical, physical, biological, bacteriological, radiological, or some other property or characteristic).

c. Exhibit a pH of less than 6.5 or greater than 8.5 pH units.

d. Impart taste, odor, toxicity, or color that creates nuisance or impairs any beneficial use.

G. Provisions

1. All technical reports required herein that involve planning, investigation, evaluation, or design, or other work requiring interpretation and proper application of engineering or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to California Business and Professions Code sections 6735, 7835, and 7835.1. To demonstrate compliance with sections 415 and 3065 of Title 16, CCR, all technical reports must contain a statement of the qualifications of the responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work. All of the following reports shall be submitted pursuant to Section 13267 of the California Water.

   a. By **1 August 2003** submit a technical evaluation of the suspected seepage occuring from Storage Pond No. 4. Please include a workplan that will outline a schedule that will incorporate the mitigation measures to address this problem.

   b. By **1 August 2003**, the Discharger shall submit an Operation and Maintenance (O&M) Plan for the wastewater treatment facility and land application area. The O&M Plan shall instruct field personnel on how to manage the day-to-day discharge operations to comply with the terms and conditions of this Order and how to make field adjustments, as necessary, to preclude nuisance conditions (e.g., standing water and objectionable odors from ponded wastewater). It shall also include a nuisance condition troubleshooting flowchart and a description of notification requirements. A copy of the

O&M Plan shall be kept at the facility for reference by operating personnel. Key personnel shall be familiar with its contents. The O&M Plan shall include the following documents as report appendices:

i. A Cropping and Tailwater Control Plan which identifies the land application areas, wastewater application method, tailwater control method, tailwater control system schematic, berms/checks/furrows, crops to be grown, nitrogen removal calculations, and crop cutting/harvesting/disposal procedure, if applicable. This plan shall identify what measures will be taken to prevent wastewater from entering surface water drainage courses.

ii. A Grading Plan which describes grading activities which will allow application of wastewater in accordance with the WDRs, particularly Section D, Land Application Area Specifications. The grading of surface water drainage courses and/or wetland areas in the land application areas is prohibited without water quality certification. Water Quality Certification is required for any project that impacts waters of the State (such as streams and wetlands). Those projects include, but are not limited to, stream crossings, modification of stream banks or stream courses, and filling or modification of wetlands.

SANITARY SEWER EVALUATION

c. By **1 August 2004**, the Discharger shall submit a *Sanitary Sewer System Operation, Maintenance, Overflow Prevention, and Response Plan* (SSS Plan) that describes the actions designed to prevent, or minimize the potential for sanitary sewer overflows. The Discharger shall maintain the SSS Plan in an up-to-date condition and shall amend the SSS Plan whenever there is a change (e.g., in the design, construction, operation, or maintenance of the sanitary sewer system or sewer facilities) that materially affects the potential for sanitary sewer overflows, or whenever there is a sanitary sewer overflow. The Discharger shall ensure that the up-to-date SSS Plan is readily available to sewer system personnel at all times and that sewer system personnel are familiar with it.

i. At a minimum, the Operation and Maintenance portion of the plan shall contain or describe the following:

1. Detailed maps of the sanitary sewer system, identifying sewer mains, manholes, and lift stations;

2. A detailed listing of elements to be inspected, a description of inspection procedures and inspection frequency, and sample inspection forms;

3. A schedule for routine inspection and testing of all pipelines, lift stations, valves, and other key system components. The inspection/testing program shall

be designed to reveal problems that might lead to accidental spills and ensure that preventive maintenance is completed;

4. Provisions for repair or replacement of old, worn out, or defective equipment;

5. Provisions to minimize the need for manual operation of critical systems and provide spill alarms or other "fail safe" mechanisms;

6. The ability to properly manage, operate and maintain, at all times, all parts of the collection system that the Discharger owns or over which the Discharger has operational control;

7. The ability to provide adequate capacity to convey base flows and peak flows for all parts of the collection system the Discharger owns or over which the Discharger has operational control; and

8. How the Discharger will take all feasible steps to stop and mitigate the impact of sanitary sewer overflows in portions of the collection system the Discharger owns or over which the Discharger has operational control.

ii. At a minimum, the Overflow Prevention and Response Plan shall contain or describe the following:

1. Identification of areas of the collection system that historically have overflowed and an evaluation of the cause of the overflow;

2. Maintenance activities that can be implemented to address the cause of the overflow and means to prevent future overflows. Maintenance activities may include pretreatment of wastewater from industrial dischargers who discharge high concentrations of oil and grease in their wastewater;

3. Procedures for responding to sanitary sewer overflows designed to minimize the volume of sewer overflow that enters surface waters, and minimize the adverse effects of sewer overflows on water quality and beneficial uses;

4. Steps to be taken when an overflow or spill occurs, and procedures that will be implemented to ensure that all overflows and spills are properly identified, responded to and reported; and

5. A public notification plan, in which any posting of areas contaminated with sewage is performed at the direction of the Yolo County Health Department. All parties with a reasonable potential for exposure to an overflow event shall be notified.

GROUNDWATER QUALITY EVALUATION

d. By **1 August 2003**, the Discharger shall submit a workplan, prepared by a Registered Geologist, for characterization of groundwater quality. The workplan shall describe the installation of monitoring wells that will provide an adequate monitoring well network to evaluate groundwater quality upgradient and downgradient of the WWTF, including the land application areas. Every monitoring well shall be constructed to yield representative samples from the uppermost layer of the uppermost aquifer and to comply with applicable well standards. The workplan shall be consistent with, and include the items listed in, the first section of Attachment D, "*Items to be Included in a Monitoring Well Installation Workplan and a Monitoring Well Installation Report of Results.*"

e. By **1 January 2004**, the Discharger shall submit a groundwater well installation report prepared by a Registererd Geologist. The report shall be consistent with, and include the items listed in, the second section of Attachment D.

f. By **1 March 2005**, the Discharger shall submit a *Background Groundwater Quality Study Report*. For each groundwater monitoring parameter/constituent identified in the MRP, the report shall present a summary of monitoring data, calculation of the concentration in background monitoring wells, and comparison of background groundwater quality to that in wells used to monitor the facility. Determination of background quality shall be made using the methods described in Title 27, Section 20415(e)(10), and shall be based on data from at least four consecutive quarterly (or more frequent) groundwater monitoring events. For each monitoring parameter/constituent, the report shall compare measured concentrations for compliance monitoring wells with: 1) the calculated background concentration, and 2) the interim numeric limitations set forth in Groundwater Limitation F.1.a. Where background concentrations are statistically greater than the interim limitations specified in Groundwater Limitation F.1.a, the report shall recommend final groundwater limitations which comply with Resolution 68-16 for the waste constituents listed therein. Subsequent use of a concentration as a final groundwater limitation will be subject to the discretion of the Executive Officer. Where background concentrations are statistically less than the listed interim concentrations and the concentrations in the downgradient wells are statistically greater than background concentrations, the Discharger shall begin the preparation of a BPTC Evaluation Report to be approved by the Executive Officer.

If the BPTC evaluation report is required by this provision and subsequent monitoring results demonstrate the need to modify groundwater limitations this Order will be reopened and modified groundwater limitations adopted.

BPTC EVALUATION REPORT

Provisions G.1.h through G.1.j outline the schedule and compliance dates to be adhered to if the Discharger is required to submit a BPTC Evaluation Report per Provision G.1.g:

g. By **1 March 2006**, the Discharger shall submit a *BPTC Evaluation Workplan* that sets forth the scope and schedule for a systematic and comprehensive technical evaluation of each component of the facility's waste treatment and disposal system to determine best practicable treatment and control for each waste constituent listed in the Groundwater Limitation F.1.a of this Order. The workplan shall contain a preliminary evaluation of each component of the WWTF and effluent disposal system and propose a time schedule for completing the comprehensive technical evaluation. The schedule to complete the evaluation shall be as short as practicable, and shall not exceed one year.

h. By **1 August 2007**, the Discharger shall submit a *BPTC Evaluation Report and Implementation Workplan*. The report shall include a comprehensive evaluation of the BPTC measures studied, a discussion of BPTC measures proposed for implementation (i.e., recommendations for WWTF modifications), estimated concentration or mass loading reductions for each BPTC measure, specific methods the Discharger proposes to monitor and assure continuous optimal performance of BPTC measures, the source of funding, and proposed schedule for modifications. The schedule for full implementation shall be as short as practicable, and in no case shall it exceed four years past the Executive Officer's approval of the workplan unless specifically approved by the Regional Board. The component evaluation, recommended improvements, and implementation schedule are subject to the Executive Officer's approval.

i. By **30 November 2011**, the Discharger shall submit a technical report that proposes specific numeric groundwater limitations that (a) reflects compliance with applicable water quality objectives, background water quality, and full implementation of BPTC measures, and (b) describes how these were determined considering actual data from compliance monitoring wells, impact reductions through full implementation of BPTC, reasonable growth, etc. The Discharger should submit results of a validated groundwater model to support its proposal. In addition, the technical report shall describe the overall status of compliance with implementation of BPTC measures and compliance with all groundwater limitations.

OTHER REPORTS

j. **At least 60 days prior** to any biosolids removal and disposal, the Discharger shall submit a *Biosolids and Sludge Management Plan*. The plan shall include a detailed program and schedule for periodic pond cleanout and disposal of biosolids removed during pond cleanout, including at least the items listed in Attachment E of this Order.

k. A detailed design technical report shall be submitted to the Regional Board prior to the final design of the Phase II improvements. The technical report shall provide groundwater conditions within the area of the proposed reservoir and outline what engineering alternatives will be incorporated into the design of the reservoir that will provide adequate protection of water quality. If it is determined that a liner is required then a Construction Quality Assurance Plan shall be submitted for the installation of the liner.

2. Upon completion of tasks set forth in Provision G.1, the Regional Board shall consider the evidence provided and make a determination regarding whether the Discharger has justified BPTC and the appropriate final numeric groundwater limitations that comply with Resolution 68-16.

3. Upon the reduction, loss, or failure of the sanitary sewer system resulting in a sanitary sewer overflow, the Discharger shall take any necessary remedial action to (a) control or limit the volume of sewage discharged, (b) terminate the sewage discharge as rapidly as possible, and (c) recover as much as possible of the sewage discharged (including wash down water) for proper disposal. The Discharger shall implement all applicable remedial actions including, but not limited to, the following:

   a. Interception and rerouting of sewage flows around the sewage line failure;

   b. Vacuum truck recovery of sanitary sewer overflows and wash down water;

   c. Use of portable aerators where complete recovery of the sanitary sewer overflows are not practicable and where severe oxygen depletion is expected in surface waters; and

   d. Cleanup of sewage-related debris at the overflow site.

4. The Discharger shall comply with the Monitoring and Reporting Program No. R5-2002-0136, which is part of this Order, and any revisions thereto as ordered by the Executive Officer.

5. The Discharger shall comply with the "Standard Provisions and Reporting Requirements for Waste Discharge Requirements", dated 1 March 1991, which are attached hereto and made part of this Order by reference. This attachment and its individual paragraphs are commonly referenced as "Standard Provision(s)."

6. The Discharger shall use the best practicable cost-effective control technique(s) including proper operation and maintenance, to comply with discharge limits specified in this order.

7. The Discharger shall report promptly to the Regional Board any material change or proposed change in the character, location, or volume of the discharge.

11. The Discharger shall report to the Regional Board any toxic chemical release data it reports to the State Emergency Response Commission within 15 days of reporting the data to the

Commission pursuant to section 313 of the "Emergency Planning and Community Right to Know Act of 1986."

12. The Discharger shall not allow pollutant-free wastewater to be discharged into the wastewater collection, treatment, and disposal system in amounts that significantly diminish the system's capability to comply with this Order. Pollutant-free wastewater means rainfall, groundwater, cooling waters, and condensates that are essentially free of pollutants.

13. The Discharger shall submit to the Regional Board on or before each compliance report due date, the specified document or, if appropriate, a written report detailing compliance or noncompliance with the specific schedule date and task. If noncompliance is being reported, then the Discharge shall state the reasons for such noncompliance and provide an estimate of the date when the Discharger will be in compliance. The Discharger shall notify the Regional Board in writing when it returns to compliance with the time schedule.

14. In the event of any change in control or ownership of land or waste discharge facilities described herein, the Discharger shall notify the succeeding owner or operator of the existence of this Order by letter, a copy of which shall be immediately forwarded to this office.

15. At least **90 days** prior to termination or expiration of any lease, contract, or agreement involving disposal or recycling areas or off-site reuse of effluent, used to justify the capacity authorized herein and assure compliance with this Order, the Discharger shall notify the Regional Board in writing of the situation and of what measures have been taken or are being taken to assure full compliance with this Order.

16. The Discharger must comply with all conditions of this Order, including timely submittal of technical and monitoring reports as directed by the Executive Officer. Violations may result in enforcement action, including Regional Regional Board or court orders requiring corrective action or imposing civil monetary liability, or in revision or recession of this Order.

17. A copy of this Order shall be kept at the discharge facility for reference by operating personnel. Key operating personnel shall be familiar with its contents.

18. The Regional Board will review this Order periodically and will revise requirements when necessary.

I, THOMAS R. PINKOS, Acting Executive Officer, do hereby certify the foregoing is a full, true, and correct copy of an Order adopted by the California Regional Water Quality Control Regional Board, Central Valley Region, on 19 July 2002.

_____
THOMAS R. PINKOS, Acting Executive Officer

MMW: 7/19/02

AMENDED INFORMATION SHEET

ORDER NO. R5-2002-0136
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

Background

The City of Winters is a community of approximately 6,200 residents located on the western edge of the Sacramento Valley about 30 miles west of Sacramento. The City is primarily surrounded by orchards and pasture lands.

The City of Winters wastewater treatment facility (WWTF) provides secondary treatment. The City owns the plant and the operation and maintenance is currently contracted to EcoResources. The WWTF provides treatment for primarily domestic wastewater, with the exception of a few large industrial dischargers, one being a nut processing facility.

The existing Winters WWTF was constructed in 1980. The original dry weather capacity was estimated at 1.0 MGD. However, due to apparent leakage from one of the storage ponds, the Regional Board adjusted the plant capacity to 0.70 MGD. As outlined in Order No. 91-232, the average daily dry weather discharge flow (ADWF) was limited to 0.70 MGD. As outlined in Discharge Specification B.4 of Order No. 91-232, upon completion of proposed improvements to the WWTF the ADWF could be increased, with staff approval, to 0.80 MGD. The expansion was completed and improvements included the construction of an additional 140 acre-ft storage pond (No. 4) and the addition of land application areas. In March 2001, the Regional Board granted the increase of the ADWF to 0.80 MGD. Order No. 91-232 is no longer consistent with the Regional Board's current plans and policies and will be rescinded upon the adoption of this Order.

The Discharger is proposing to increase the treatment, storage and disposal capacity of the existing aeration and storage ponds, and increase acreage of the land application areas. Existing wastewater treatment processes include influent pumping, two 0.2-acre (20 acre-ft) primary aeration ponds, two
0.4-acre (40 acre-ft) secondary aeration ponds, one 5-acre polishing pond, 4 storage ponds having 43.3 total acres (380 acre-ft), chlorination system and approximately 170 acres of land application areas.

The proposed improvements to the WWTF are to be implemented in phases (Phase 1B and Phase 2). Phase 1B proposed improvements will support a maximum discharge of 0.92 MGD. Some of the improvements include regrading the existing 130-acre land application areas and the replacement of two existing 15-hp aerators in the primary aeration ponds with two 25-hp brush type aerators.

Phase 2 proposed improvements will support a maximum discharge of 1.20 MGD. Examples of the Phase 2 improvements include the installation of a new influent pump station, new 25-hp brush type aerator to the existing polishing pond, expand chlorination system to 100 lbs/d, replacement of the existing big-gun sprinklers in the north spray field with small sprinklers and an automated system, expand irrigation pumping capacity to 1,365 gpm, add an additional 133-acre-ft storage reservoir and add 56 new acres of land application areas.

Effluent Disposal

The land application areas that are irrigated with disinfected secondary wastewater are vegetated by native grasses, which are periodically grazed by sheep and cattle from the neighboring ranch. The recycled water is applied to the 130-acre land application area using big-gun sprinklers (104 installed) and 1-nozzle impact sprinklers (448 installed) are used for irrigation on the 40-acre land application area. The tailwater control system consists of 2 pumps at a capacity of 1,200 gpm.

Basin Plan, Beneficial Uses, and Regulatory Considerations

The beneficial uses of the Putah Creek to Yolo Bypass are municipal and domestic supply; agricultural irrigation and stock watering supply; contact recreation, other noncontact recreation; warm and potential cold freshwater habitat; warm water spawning and wildlife habitat. The *Water Quality Control Plan for the California Regional Water Quality Control Board Central Valley Region, Fourth Edition* (Basin Plan), designates beneficial uses, establishes water quality objectives, and contains implementation plans and policies for all waters of the Basin. Beneficial uses often determine the water quality objectives that apply to a water body. For example, waters designated as municipal and domestic supply must meet the maximum contaminant levels (MCLs) for drinking waters. The Basin Plan sets forth the applicable beneficial uses (industrial, agricultural, and domestic supply in this instance) of groundwater, procedure for application of water quality objectives, and the process for and factors to consider in allocating waste assimilation capacity.

Antidegradation

The antidegradation directives of Section 13000 of the California Water Code require that waters of the State that are better in quality than established water quality objectives be maintained "consistent with the maximum benefit to the people of the State." Waters can be of high quality for some constituents or beneficial uses and not others. Policies and procedures for complying with this directive are set forth in the Basin Plan (including by reference State Water Board Resolution No. 68-16, "Statement of Policy With Respect to Maintaining High Quality Waters in California," or "Antidegradation" Policy).

Resolution 68-16 is applied on a case-by-case, constituent-by-constituent basis in determining whether a certain degree of degradation can be justified. It is incumbent upon the Discharger to provide technical information for the Regional Board to evaluate that fully characterizes:

- All waste constituents to be discharged;
- The background quality of the uppermost layer of the uppermost aquifer;
- The background quality of other waters that may be affected;
- The underlying hydrogeologic conditions;
- Waste treatment and control measures;
- How treatment and control measures are justified as best practicable treatment and control (BPTC);
- The extent the discharge will impact the quality of each aquifer; and
- The expected degradation to water quality objectives.

In allowing a discharge, the Regional Board must comply with CWC section 13263 in setting appropriate conditions. The Regional Board is required, relative to the groundwater that may be affected by the discharge, to implement the Basin Plan and consider the beneficial uses to be protected along with the water quality objectives essential for that purpose. The Regional Board need not authorize the full utilization of the waste assimilation capacity of the groundwater (CWC 13263(b)) and must consider other waste discharges and factors that affect that capacity.

This discharge has been occurring for years. Certain waste constituents in municipal wastewater are not fully amenable to waste treatment and control and it is reasonable to expect some impact on groundwater. Some degradation for certain constituents is consistent with maximum benefit to the people of California because the technology, energy, water recycling, and waste management advantages of municipal utility service to the State far outweigh the environmental impact damage of a community that would otherwise be reliant on numerous concentrated individual wastewater systems. Economic prosperity of

local communities is of maximum benefit to the people of California, and therefore sufficient reason to accommodate increases in wastewater discharge provided terms of reasonable degradation are defined and met. The proposed Order authorizes some degradation consistent with the maximum benefit to the people of the State.

This Order requires the Discharger to install a groundwater monitoring well network and perform groundwater monitoring at the site. There is insufficient groundwater data to date to establish the most appropriate groundwater limits. In addition, certain aspects of waste treatment and control practices have not been and are unlikely to be justified as representative of best practicable treatment and control BPTC. Reasonable time is necessary to gather specific information about the WWTF and the site to make informed, appropriate, long-term decisions. Therefore, this proposed Order, establishes interim receiving water limitations to assure protection of the beneficial uses of groundwater of the State pending the completion of certain tasks and provides time schedules to complete specified tasks. The Discharger is expected to identify, implement, and adhere to BPTC as individual practices are reviewed and upgraded in this process. During this period, degradation may occur from certain constituents, but can never exceed water quality objectives (or ambient background water quality should it exceed objectives) or cause nuisance.

Water quality objectives define the least stringent limits that could apply as water quality limitations for groundwater at this location, except where ambient background quality unaffected by the discharge of waste already exceeds the objective. The values below reflect water quality objectives that must be met to maintain specific beneficial uses of groundwater. Unless natural background for a constituent proves higher, the groundwater quality limit established in proposed Order is the most stringent of the values listed for the listed constituents.

Constituent	Units	Value	Beneficial Use	Criteria or Justification
Ammonia	mg/L	0.5	MUN [1]	Taste and Odor [2]
Boron	mg/l	0.7	AGR [3]	Boron Sensitivity [4]
	mg/l	0.63	MUN [1]	USEPA toxicity level [9]
Chloride	mg/L	106	AGR [3]	Chloride sensitivity on certain crops irrigated via sprinklers [4]
		142	AGR [3]	Chloride sensitivity on certain crops [4]
		250	MUN [1]	Secondary MCL [5] - Recommended
		500	MUN [1]	Secondary MCL [5] - Upper
Iron	mg/L	0.3	MUN [1]	Secondary MCL [6]
Manganese	mg/L	0.05	MUN [1]	Secondary MCL [6]
Nitrate as N	mg/L	10	MUN [1]	Primary MCL [7]
Nitrite as N	mg/L	1	MUN [1]	Primary MCL [7]
Sodium	mg/L	69	AGR [3]	Sodium sensitivity on certain crops [4]
Total Dissolved Solids	mg/L	450	AGR [3]	Salt sensitivity for certain crops [4]
		500	MUN [1]	Secondary MCL [5] - Recommended
		1,000	MUN [1]	Secondary MCL [5] - Upper
Total Coliform Organisms	MPN/100 ml	2.2	MUN [1]	Basin Plan
Trihalomethanes	µg/L	100	MUN [1]	MCL [8]
Bromoform	µg/L	4	MUN [1]	USEPA Cancer Potency Factor [9]
Bromodichloromethane	µg/L	2.7	MUN [1]	Cal/EPA Cancer Potency Factor [10]
Chloroform	µg/L	1.1	MUN [1]	Cal/EPA Cancer Potency Factor [10]
Dibromochloromethane	µg/L	0.37	MUN [1]	Cal/EPA Cancer Potency Factor [10]
pH	pH Units	6.5 to 8.5	MUN [1]	Secondary MCL [9]

[1] Municipal and domestic supply
[2] Council of the European Union, On the Quality of Water Intended for Human Consumption, Council Directive 98/83/EC (3 November 1998).
[3] Agricultural supply
[4] Ayers, R. S. and D. W. Westcot, Water Quality for Agriculture, Food and Agriculture Organization of the United Nations – Irrigation and Drainage Paper No. 29, Rev. 1, Rome (1985)
[5] Title 22, California Code of Regulations (CCR), section 64449, Table 64449-B
[6] Title 22, CCR, section 64449, Table 64449-A
[7] Title 22, CCR, section 64431, Table 64431-A
[8] Title 22, CCR, section 64439
[9] USEPA Integrated Risk Information System
[10] Cal/EPA Toxicity Criteria Database (OEHHA)

Municipal wastewater contains numerous dissolved inorganic waste constituents (i.e., salts, minerals) that together comprise total dissolved solids (TDS). Each component constituent is not individually critical to any beneficial use. Critical constituents are individually listed. The cumulative impact from these other constituents, along with the cumulative affect of the constituents that are individually listed can be effectively controlled using TDS as a generic indicator parameter.

Not all TDS constituents pass through the treatment process and soil profile in the same manner or rate. Chloride tends to pass through both rapidly to groundwater. As chloride concentrations in most groundwaters in the region are much lower than in treated municipal wastewater, chloride is a useful indicator parameter for evaluating the extent to which effluent reaches groundwater. Boron is another TDS constituent that may occur in wastewater in concentrations greater than groundwater

depending on the source water, to the extent residents use cleaning products containing boron, and whether any industrial dischargers utilize boron (e.g., glass production, cosmetics). Other indicator constituents for monitoring for groundwater degradation due to recharged effluent include total coliform bacteria, ammonia, total nitrogen, and Total Trihalomethanes (TTHMs), a by-product of chlorination. Dissolved iron and manganese are useful indicators to determine whether components of the WWTF with high-strength waste constituents, such as sludge handling facilities, are ineffective in containing waste. Exceptionally high TDS and nitrogen also typifies this type of release.

Treatment Technology and Control

Given the character of municipal wastewater, secondary treatment technology is generally sufficient to control degradation of groundwater from decomposable organic constituents. Adding disinfection significantly reduces populations of pathogenic organisms, and reasonable soil infiltration rates and unsaturated soils can reduce them further. Neither organics nor total coliform organisms, the indicator parameter for pathogenic organisms, should be found in groundwater in a well-designed, well-operated facility.

Chlorine disinfection of effluent causes formation of TTHMs, which are toxic priority pollutants. Treatment to reduce these in wastewater generally has not been performed, and little is known at this point on the typical impact on groundwater.

Municipal wastewater typically contains nitrogen in concentrations greater than water quality objectives, which vary according to the form of nitrogen. Degradation by nitrogen can be controlled by an appropriate secondary treatment system (e.g., oxidation ditch), tertiary treatment for nitrogen reduction, and agronomic reuse on harvested crops. The effectiveness varies, but generally BPTC should be able to control nitrogen degradation at a concentration well below the water quality objectives. The proposed interim limitation reflects water quality objectives.

Waste constituents that are forms of salinity pass through the treatment process and soil profile and effective control of long-term affects relies upon effective source control and pretreatment measures. In the best of circumstances, long-term land discharge of treated municipal wastewater will degrade groundwater with salt (as measured by TDS and EC) and the individual components of salts (e.g., sodium, chloride). The proposed Order sets water quality objectives for the interim while site-specific, constituent-specific limits are developed in conjunction with a BPTC evaluation of source control and pretreatment. The next Order will likely contain effluent limits for salt components other than chloride that, if met, assure groundwater quality will be controlled to an acceptable level.

Other constituents in treated municipal waste that may pass through the treatment process and the soil profile include recalcitrant organic compounds (e.g., ethylene glycol, or antifreeze), radionuclides, and pharmaceuticals. Hazardous compounds are not usually associated with domestic wastes and when present are reduced in the discharge to inconsequential concentrations through dilution with domestic waste, treatment, and the implementation of effective pretreatment programs. It is inappropriate to allow degradation of groundwater with such constituents, so proposed limitations are nondetect.

A discharge of wastewater that overloads soils with nutrients and organics can result in anaerobic conditions in the soil profile, which in turn creates organic acids and decreases soil pH. Under conditions of low soil pH (i.e., below 5), iron and manganese compounds in the soil can solubilize and leach into groundwater. Discharge of residual sludge to land may also lead to increases in groundwater alkalinity and hardness to concentrations that impair the water's beneficial uses and contribute to an overall increase in TDS. Overloading is preventable. Though iron and manganese limits are set at the water quality objective, groundwater pH is expected to remain the same as background.

Title 27

Title 27, CCR, section 20005 et seq. ("Title 27"), contains regulations to address certain discharges to land. Title 27 establishes a waste classification system, specifies siting and construction standards for containment of classified waste, requires extensive monitoring of groundwater and the unsaturated zone for any indication of failure of containment, and

specifies closure and post-closure maintenance requirements. Generally, no degradation of groundwater quality by any waste constituent is acceptable under Title 27 regulations.

Discharges of domestic sewage and treated effluent can be treated and controlled to a degree that will not result in unreasonable degradation of groundwater. For this reason, they have been conditionally exempted from Title 27. Treatment and storage facilities for sludge that are part of the WWTF are considered exempt from Title 27 under Section 20090(a), provided that the facilities will not result in a violation of any water quality objective. As the exemption specifically excludes the discharge to land of 1) solid waste that results from treatment of domestic sewage (e.g., grit and screenings) and 2) residual sludge (sludge that will not be subjected to further treatment by the WWTF), such discharges must compy with provisions of Title 27.

Accordingly, the municipal discharge of effluent and the operation of treatment or storage facilities associated with a municipal wastewater treatment facility can be allowed without requiring compliance with Title 27, but only if resulting degradation of groundwater is in accordance with the Basin Plan. This means, among other things, that degradation of groundwater must be consistent with Resolution No. 68-16 and in no case greater than water quality objectives.

Discharge Prohibitions and Specifications

The proposed order establishes a monthly average dry weather flow limit of 0.80 MGD. Upon certified completion of the facility improvements for Phase 1B the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 1B report from the Executive Officer the monthly average dry weather flow shall not exceed 0.92 MGD. Upon certified completion of the improvements for Phase 2 the Discharger shall submit a report prepared by a California licensed engineer describing the improvements. Upon approval of the Phase 2 improvement report from the Executive Officer the monthly average flow shall not exceed 1.20 MGD. The flow rate limits shall be applied to the flow entering the headworks. The discharge specifications regarding dissolved oxygen and freeboard are consistent with Regional Board policy for the prevention of nuisance conditions, and are applied to all such facilities.

In order to protect public health and safety, the proposed Order requires the Discharger to comply with many of the provisions of Title 22 and to implement best management practices with respect to effluent disposal (e.g., to dispose of effluent at reasonable rates considering the crop, soil, climate, and irrigation management plan.). This Order requires that the Discharger submit a Title 22 Engineering Report if the grazing of livestock is to continue.

Monitoring Requirements

Section 13267 of the CWC authorizes the Regional Board to require monitoring and technical reports as necessary to investigate the impact of a waste discharge on waters of the state. In recent years there has been increased emphasis on obtaining all necessary information, assuring the information is timely as well as representative and accurate, and thereby improving accountability of any discharger for meeting the conditions of discharge. Section 13268 of the CWC authorizes assessment civil administrative liability where appropriate.

The proposed Order increases the previous Order's influent and effluent monitoring requirements, and includes flow rates, wastewater storage ponds, land application areas, and groundwater monitoring requirements. In order to adequately characterize its wastewater effluent, the Discharger is required to monitor for settleable solids, BOD, coliform, TDS, nitrogen, sodium, and chloride. Monitoring of additional minerals is required on an annual basis. To ensure that disposal ponds do not create nuisance conditions, the Discharger is required to monitor freeboard available and dissolved oxygen content weekly.

The Title 27 zero leakage protection strategy relies heavily on extensive groundwater monitoring to increase a discharger's awareness of, and accountability for, compliance with the prescriptive and performance standards. With a high volume,

concentrated, uncontained discharge to land, monitoring takes on even greater importance. The proposed Order includes monitoring of applied waste quality, application rates, and groundwater.

Title 27 regulations pertaining to groundwater monitoring and the detection and characterization of waste constituents in groundwater have been in effect and successfully implemented for many years. No regulation currently specifies similar criteria more suitable for a situation where extensive infiltration into groundwater occurs. However, where, as here, such infiltration occurs, it is appropriate that the Title 27 groundwater monitoring procedures be extended and applied on a case-by-case basis under Water Code section 13267.

The Discharger must monitor groundwater for constituents present in the discharge and capable of reaching groundwater and violating groundwater limitations if its treatment and control, and any dependency of the process on sustained environmental attenuation, proves inadequate. The Discharger's existing network of groundwater monitoring wells is not adequate to fully characterize background water quality and potential groundwater impacts for the wastewater treatment facility and land application areas.

For each constituent listed in the Groundwater Limitations section, the Discharger must, as part of each monitoring event, compare concentrations of constituents found in each monitoring well to the background concentration or to prescribed numerical limitations to determine compliance.

Reopener

The conditions of discharge in the proposed Order were developed based on currently available technical information and applicable water quality laws, regulations, policies, and plans, and are intended to assure conformance with them. However, information is presently insufficient to develop final effluent and groundwater limitations, so the proposed Order contains interim limitations. Additional information must be developed and documented by the Discharger as required by schedules set forth in the proposed Order. As this additional information is obtained, decisions will be made concerning the best means of assuring the highest water quality possible and that could involve substantial cost. It may be appropriate to reopen the Order if applicable laws and regulations change, but the mere possibility that such laws and regulations may change is not sufficient basis for reopening the Order. The CWC requires that waste discharge requirements implement all applicable requirements.

Surface water drainage is to Highland Canal, thence to Dry Creek, thence to Putah Creek thence to the Yolo Bypass.

MMW: 7/19/02
AMENDED

CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARD
CENTRAL VALLEY REGION

MONITORING AND REPORTING PROGRAM NO. R5-2002-0136

FOR
CITY OF WINTERS
WASTEWATER TREATMENT FACILITY
YOLO COUNTY

This Monitoring and Reporting Program (MRP) describes requirements for monitoring domestic wastewater, treated effluent, wastewater storage ponds, land application areas, and groundwater. This MRP is issued pursuant to Water Code Section 13267. The Discharger shall not implement any changes to this MRP unless and until a revised MRP is issued by the Executive Officer.

All samples should be representative of the volume and nature of the discharge or matrix of material sampled. The time, date, and location of each grab sample shall be recorded on the sample chain of custody form.

Field test instruments (such as those used to test pH, specific conductivity and dissolved oxygen) may be used provided that:

1. The operator is trained in proper use and maintenance of the instruments;
2. The instruments are calibrated prior to each monitoring event;
3. Instruments are serviced and/or calibrated by the manufacturer at the recommended frequency; and
4. Field calibration reports are submitted as described in the "Reporting" section of this MRP.

INFLUENT MONITORING

Influent flow monitoring shall be performed at the headworks. Samples shall be collected at approximately the same time as effluent samples and should be representative of the influent. Influent monitoring shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Influent Flow	gpd	Meter	Continuously	Monthly

Monthly Average Daily Flow	gpd	Calculated	Monthly	Monthly
BOD_5[1]	mg/L,	Grab	Weekly	Monthly
pH	pH units	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly

[1] 5-day Biochemical Oxygen Demand

STORAGE POND MONITORING

Each of the storage ponds shall be sampled for the parameters specified below:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Freeboard	±0.1 feet	Measurement	Weekly	Monthly
Dissolved Oxygen[1]	mg/L	Grab	Weekly	Monthly
pH	pH units	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly
Odors	--	Observation	Weekly	Monthly
Levee condition[2]	--	Observation	Weekly	Monthly

[1] Samples shall be collected at a depth of one foot from each pond in use, opposite the inlet. Samples shall be collected between 0700 and 0900 hours.

[2] Pond containment levees shall be observed for signs of seepage or surfacing water along the exterior toe of the levees. If surfacing water is found, then a sample shall be collected and tested for total coliform organisms.

EFFLUENT MONITORING

Effluent samples shall be collected before discharge to the land application areas and shall be representative of the volume and nature of the discharge. Effluent monitoring shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Flow	mgd	Continuous	Continuous	Monthly
BOD_5	mg/L	Grab	Weekly	Monthly
Total Coliform Organisms[1]	MPN/100 ml	Grab	Weekly	Monthly
Electrical Conductivity	µmhos/cm	Grab	Weekly	Monthly
pH	Standard	Grab	Weekly	Monthly
Total Dissolved Solids	mg/L	Grab	Monthly	Monthly
Sodium	mg/L	Grab	Monthly	Monthly
Chloride	mg/L	Grab	Monthly	Monthly
Nitrate as NO_3	mg/L	Grab	Monthly	Monthly
Total Kjeldahl Nitrogen	mg/L	Grab	Monthly	Monthly
Total Nitrogen	mg/L	Grab/calculated	Monthly	Monthly

[1] If positive results are reported, a duplicate sample shall be collected and re-analyzed within ten days after the initial sample. If the concentration is >1600 MPN/100mL the lab shall be instructed to carry out the dilutions to 4 or 5, or until termination, which ever yields an actual concentration number.

LAND APPLICATION AREA MONITORING

Monitoring of the land application area shall be conducted daily and the results shall be included in the monthly monitoring report. Evidence of erosion, field saturation, runoff, or the presence of nuisance conditions shall be noted in the report. Effluent monitoring results shall be used in calculations to ascertain loading rates at the application area. Monitoring of the land application areas shall include the following:

Constituent	Units	Type of Sample	Sampling Frequency	Reporting Frequency
Rainfall	Inches	Measurement	Daily	Monthly
Acreage Applied[1]	Acres	Calculated	Daily	Monthly
Application Rate[2]	Gal/acre/day	Calculated	Daily	Monthly
BOD_5 Loading Rate[2]	lbs/acre/day	Calculated[3]	Monthly	Monthly
Total Nitrogen Loading Rate[2]	lbs/acre/month	Calculated[3]	Monthly	Monthly
Total Dissolved Solids Loading Rate[2]	lbs/acre/month	Calculated[3]	Monthly	Monthly

[1] Land application areas shall be identified
[2] For each land application area.
[3] BOD_5, Total Nitrogen and TDS loading rates shall be calculated using the daily applied volume of wastewater, daily application area, and a running average of the three most recent results of BOD_5, Total Nitrogen and TDS which shall also be reported along with supporting calculations.

GROUNDWATER MONITORING

Prior to construction and/or sampling of any groundwater monitoring wells, the Discharger shall submit plans and specifications to the Regional Board for review and approval. Once installed, all new wells shall be added to the MRP and shall be sampled and analyzed according to the schedule below.

Prior to sampling, the groundwater elevations shall be measured and the wells shall be purged at least three well volumes until temperature, pH and electrical conductivity have stabilized. Depth to groundwater shall be measured to the nearest 0.01 feet. Samples shall be collected using standard EPA methods. Groundwater monitoring shall include, at a minimum, the following:

Constituent	Units	Type of Sample	Sampling and Reporting Frequency
Depth to Groundwater	0.01 feet	Measurement	Quarterly
Groundwater Elevation[1]	0.01 feet	Calculated	Quarterly
Gradient	feet/feet	Calculated	Quarterly
Gradient Direction	degrees	Calculated	Quarterly
Total Dissolved Solids	mg/L	Grab	Quarterly
Electrical Conductivity	µmhos/cm	Grab	Quarterly
Nitrate as Nitrogen	mg/L	Grab	Quarterly
Total Kjeldahl Nitrogen	mg/L	Grab	Quarterly
pH	pH units	Grab	Quarterly
Trihalomethanes	µg/L	Grab	Quarterly
Total Coliform Organisms	MPN/100 ml	Grab	Quarterly
Boron	mg/L	Grab	Quarterly

Constituent	Units	Type of Sample	Sampling and Reporting Frequency
Chloride	mg/L	Grab	Quarterly
Iron	mg/L	Grab	Quarterly
Manganese	mg/L	Grab	Quarterly
Sodium	mg/L	Grab	Quarterly
Standard Minerals[2]	mg/L	Grab	Annually

[1] Groundwater elevation shall be determined based on depth-to-water measurements using a surveyed measuring point elevation on the well and a surveyed reference elevation.

[2] Standard Minerals shall include, at a minimum, the following elements/compounds: Barium, Calcium, Magnesium, Potassium, Sulfate, Total Alkalinity (including alkalinity series), and Hardness.

SLUDGE MONITORING

A composite sample of sludge shall be collected when removed from the ponds in accordance with EPA's POTW Sludge Sampling and Analysis Guidance Document, August 1989, and tested for the following metals:

Cadmium Copper Nickel
Chromium Lead Zinc

Sampling records shall be retained for a minimum of five years. A log shall be kept of sludge quantities generated and of handling and disposal activities. The frequency of entries is discretionary; however, the log should be complete enough to serve as a basis for part of the annual report.

WATER SUPPLY MONITORING

A sampling station shall be established where a representative sample of the municipal water supply can be obtained. The water supply data collected for the City of Winters and compiled in the Consumer Confidence Report may be used. Data from each well shall be submitted. The Discharger may submit an average of each of the five wells and the high/low range. Water supply monitoring shall include at least the following:

Constituents	Units	Type of Sample	Sampling and Reporting Frequency
TDS	mg/L	Grab	Annually
Electrical Conductivity	µmhos/cm	Grab	Annually
pH	pH units	Grab	Annually
Standard Minerals[1]	mg/L	Grab	Annually

[1] Standard Minerals shall include, at a minimum, the following elements/compounds: Barium, Calcium, Magnesium, Sodium, Potassium, Chloride, Nitrate, Sulfate, Total Alkalinity (including alkalinity series), and Hardness.

REPORTING

In reporting monitoring data, the District shall arrange the data in tabular form so that the date, sample type (e.g., effluent, pond, etc.), and reported analytical result for each sample are readily discernible. The data shall be summarized in such a manner to clearly illustrate compliance with waste discharge requirements and spatial or temporal trends, as applicable. The results of any monitoring done more frequently than required at the locations specified in the Monitoring and Reporting Program shall be reported to the Regional Board.

As required by the California Business and Professions Code Sections 6735, 7835, and 7835.1, all Groundwater Monitoring Reports shall be prepared under the direct supervision of a Registered Engineer or Geologist and signed by the registered professional.

A. Monthly Monitoring Reports

Daily, weekly, and monthly monitoring data shall be reported in monthly monitoring reports. Monthly reports shall be submitted to the Regional Board on the **1st day of the second month following sampling** (i.e., the January Report is due by 1 March). At a minimum, the reports shall include:

1. Results of influent, effluent, pond, and land application area monitoring;
2. A comparison of monitoring data to the discharge specifications and an explanation of any violation of those requirements. Data shall be presented in tabular format;
3. If requested by staff, copies of laboratory analytical report(s); and
4. A calibration log verifying calibration of all hand-held monitoring instruments and devices used to comply with the prescribed monitoring program.

B. Quarterly Monitoring Reports

The Discharger shall establish a quarterly sampling schedule for groundwater monitoring such that samples are obtained approximately every three months. Quarterly monitoring reports shall be submitted to the Regional Board by the **1st day of the second month after the quarter** (i.e., the January-March quarterly report is due by May 1st) and may be combined with the monthly report. The Quarterly Report shall include the following:

1. Results of groundwater monitoring;

2. A narrative description of all preparatory, monitoring, sampling, and analytical testing activities for the groundwater monitoring. The narrative shall be sufficiently detailed to verify compliance with the WDR, this MRP, and the Standard Provisions and Reporting Requirements. The narrative shall be supported by field logs for each well documenting depth to groundwater; parameters measured before, during, and after purging; method of purging; calculation of casing volume; and total volume of water purged;

3. Calculation of groundwater elevations, an assessment of groundwater flow direction and gradient on the date of measurement, comparison of previous flow direction and gradient data, and discussion of seasonal trends if any;

4. A narrative discussion of the analytical results for all groundwater locations monitored including spatial and temporal tends, with reference to summary data tables, graphs, and appended analytical reports (as applicable);

5. A comparison of monitoring data to the groundwater limitations and an explanation of any violation of those requirements;

6. Summary data tables of historical and current water table elevations and analytical results;

7. A scaled map showing relevant structures and features of the facility, the locations of monitoring wells and any other sampling stations, and groundwater elevation contours referenced to mean sea level datum;

8. Copies of laboratory analytical report(s) for groundwater monitoring.

C. Annual Report

An Annual Report shall be prepared as the fourth quarter monitoring report. The Annual Report will include all monitoring data required in the monthly/quarterly schedule. The Annual Report shall be submitted to the Regional Board by **1 February** each year. In addition to the data normally presented, the Annual Report shall include the following:

1. The contents of the regular groundwater monitoring report for the last sampling event of the year;

2. If requested by staff, tabular and graphical summaries of all data collected during the year;

3. An evaluation of the groundwater quality beneath the wastewater treatment facility;

4. A discussion of compliance and the corrective actions taken, as well as any planned or proposed actions needed to bring the discharge into full compliance with the waste discharge requirements;

5. A discussion of any data gaps and potential deficiencies/redundancies in the monitoring system or reporting program;

6. A copy of the certification for each certified wastewater treatment facility operator working at the facility and a statement about whether the Discharger is in compliance with Title 23, CCR, Division 3, Chapter 26.

7. Summary of information on the disposal of sludge and/or solid waste;

8. The results from annual monitoring of the groundwater wells and water supply;

9. The results from any sludge monitoring required by the disposal facility; and

10. A forecast of influent flows, as described in Standard Provision No. E4.

A letter transmitting the self-monitoring reports shall accompany each report. Such a letter shall include a discussion of requirement violations found during the reporting period, and actions taken or planned for correcting noted violations, such as operation or facility modifications. If the Discharger has previously submitted a report describing corrective actions and/or a time schedule for implementing the corrective actions, reference to the previous correspondence will be satisfactory. The transmittal letter shall contain the penalty of perjury statement by the Discharger, or the Discharger's authorized agent, as described in the Standard Provisions General Reporting Requirements Section B.3.

"I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of the those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations."

Based on results of the monitoring program after a minimum of two years, the Discharger may request a reduction in the constituents monitored and/or sample frequency. If such reductions are warranted, this MRP may be revised by the Executive Officer.

The Discharger shall implement the above monitoring program on the first day of the month following adoption of this Order.

Ordered by: _____
THOMAS R. PINKOS, Acting Executive Officer

19 July 2002
(Date)

MMW: 7/19/02
AMENDED

APPENDIX B

Water Balance Calculation Tables

Alternative 1A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	3.6	4.43	6.9	7.9	12.7	0.0	-1.7	0.0	110.5
Nov	0.825	24.8	6.12	9.5	2.31	3.6	7.9	6.6	0.0	16.2	16.2	94.3
Dec	0.776	24.1	10.08	15.7	1.71	2.7	7.9	0.0	0.0	29.2	45.3	65.1
Jan	0.700	21.7	11.48	17.9	1.71	2.7	7.9	0.0	0.0	29.0	74.3	36.2
Feb	0.801	22.4	9.30	14.5	2.46	3.8	7.9	0.0	0.0	25.2	99.5	11.0
Mar	0.759	23.5	6.64	10.3	4.09	6.4	7.9	9.9	0.0	9.7	109.2	1.3
Apr	0.761	22.8	3.02	4.7	5.61	8.7	7.9	13.6	0.0	-2.7	106.5	4.0
May	0.736	22.8	1.23	1.9	7.50	11.7	7.9	18.1	0.0	-13.0	93.5	17.0
Jun	0.695	20.8	0.33	0.5	8.58	13.3	7.9	34.0	0.0	-33.9	59.6	50.8
Jul	0.735	22.8	0.05	0.1	9.55	14.9	7.9	37.8	0.0	-37.7	21.9	88.6
Aug	0.683	21.2	0.09	0.1	8.53	13.3	7.9	33.8	0.0	-33.6	-11.7	122.2
Sep	0.806	24.2	0.52	0.8	6.27	9.8	7.9	17.9	0.0	-10.6	-22.3	132.8
Total		273	51.2	79.7	62.8	97.6	94.9	184.4	0.0	-24.1		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is full at beginning of wet season	
Wastewater Generation Rate	85 gpcd
Population	8,800 people
Existing Pond Surface Area	32.5 acres
New Pond Surface Area	9 acres
Existing Storage	288 acre-ft
New Storage Required	51 acre-ft
Orchard Irrigation Area	162 acres
Spray Field Irrigation	0 MG

Alternative 1B Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	5.1	4.43	9.7	2.0	18.0	0.0	-2.5	0.0	152.9
Nov	0.825	24.8	6.12	13.3	2.31	5.0	2.0	9.4	0.0	21.6	21.6	131.3
Dec	0.776	24.1	10.08	22.0	1.71	3.7	2.0	0.0	0.0	40.3	61.9	91.0
Jan	0.700	21.7	11.48	25.0	1.71	3.7	2.0	0.0	0.0	40.9	102.9	50.1
Feb	0.801	22.4	9.30	20.3	2.46	5.4	2.0	0.0	0.0	35.3	138.2	14.8
Mar	0.759	23.5	6.64	14.5	4.09	8.9	2.0	14.0	0.0	13.0	151.1	1.8
Apr	0.761	22.8	3.02	6.6	5.61	12.2	2.0	19.3	0.0	-4.1	147.0	5.9
May	0.736	22.8	1.23	2.7	7.50	16.4	2.0	25.8	0.0	-18.7	128.4	24.6
Jun	0.695	20.8	0.33	0.7	8.58	18.7	2.0	48.2	0.0	-47.4	81.0	72.0
Jul	0.735	22.8	0.05	0.1	9.55	20.8	2.0	53.7	0.0	-53.7	27.3	125.6
Aug	0.683	21.2	0.09	0.2	8.53	18.6	2.0	47.9	0.0	-47.2	-19.9	172.8
Sep	0.806	24.2	0.52	1.1	6.27	13.7	2.0	25.5	0.0	-15.8	-35.8	188.7
Total		273	51.2	111.6	62.8	136.8	24.5	261.7	0.0	-38.2		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is full at beginning of wet season

Wastewater Generation Rate	85	gpcd
Population	8,800	people
Existing Pond Surface Area	32.5	acres
New Pond Surface Area	32	acres
Existing Storage	288	acre-ft
New Storage Required	181	acre-ft
Orchard Irrigation Area	230	acres
Spray Field Irrigation	0	MG

Alternative 2A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	3.1	4.43	5.8	7.7	12.9	0.0	-1.2	0.0	123.8
Nov	0.825	24.8	6.12	8.0	2.31	3.0	7.7	6.7	0.0	15.4	15.4	108.5
Dec	0.776	24.1	10.08	13.2	1.71	2.2	7.7	0.0	0.0	27.4	42.7	81.1
Jan	0.700	21.7	11.48	15.1	1.71	2.2	7.7	0.0	0.0	26.8	69.6	54.3
Feb	0.801	22.4	9.30	12.2	2.46	3.2	7.7	0.0	0.0	23.7	93.3	30.5
Mar	0.759	23.5	6.64	8.7	4.09	5.4	7.7	10.1	0.0	9.1	102.4	21.4
Apr	0.761	22.8	3.02	4.0	5.61	7.4	7.7	13.8	0.0	-2.0	100.4	23.4
May	0.736	22.8	1.23	1.6	7.50	9.8	7.7	18.5	0.0	-11.5	88.8	35.0
Jun	0.695	20.8	0.33	0.4	8.58	11.3	7.7	34.6	0.0	-32.2	56.6	67.2
Jul	0.735	22.8	0.05	0.1	9.55	12.5	7.7	38.5	0.0	-35.9	20.7	103.1
Aug	0.683	21.2	0.09	0.1	8.53	11.2	7.7	34.4	0.0	-32.0	-11.2	135.1
Sep	0.806	24.2	0.52	0.7	6.27	8.2	7.7	18.3	0.0	-9.3	-20.5	144.3
Total		273	51.2	67.1	62.8	82.3	92.0	187.8	0.0	-21.7		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season	
Wastewater Generation Rate	85 gpcd
Population	8,800 people
Existing Pond Surface Area	43.3 acres
New Pond Surface Area	0 acres
Existing Storage	380 acre-ft
New Storage Required	0 acre-ft
Orchard Irrigation Area	165 acres
Spray Field Irrigation	0 MG

Alternative 2B Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	3.3	4.43	6.3	1.3	18.6	0.0	-0.8	0.0	131.2
Nov	0.825	24.8	6.12	8.7	2.31	3.3	1.3	9.7	0.0	19.2	19.2	112.0
Dec	0.776	24.1	10.08	14.3	1.71	2.4	1.3	0.0	0.0	34.7	53.8	77.4
Jan	0.700	21.7	11.48	16.3	1.71	2.4	1.3	0.0	0.0	34.3	88.1	43.1
Feb	0.801	22.4	9.30	13.2	2.46	3.5	1.3	0.0	0.0	30.9	119.0	12.2
Mar	0.759	23.5	6.64	9.4	4.09	5.8	1.3	14.5	0.0	11.3	130.3	0.9
Apr	0.761	22.8	3.02	4.3	5.61	8.0	1.3	19.9	0.0	-2.1	128.2	3.0
May	0.736	22.8	1.23	1.7	7.50	10.7	1.3	26.7	0.0	-14.0	114.2	17.0
Jun	0.695	20.8	0.33	0.5	8.58	12.2	1.3	49.9	0.0	-42.1	72.2	59.0
Jul	0.735	22.8	0.05	0.1	9.55	13.6	1.3	55.5	0.0	-47.5	24.6	106.6
Aug	0.683	21.2	0.09	0.1	8.53	12.1	1.3	49.6	0.0	-41.7	-17.1	148.3
Sep	0.806	24.2	0.52	0.7	6.27	8.9	1.3	26.3	0.0	-11.6	-28.7	159.9
Total		273	51.2	72.7	62.8	89.1	15.4	270.8	0.0	-29.4		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season	
Wastewater Generation Rate	85 gpcd
Population	8,800 people
Existing Pond Surface Area	43.3 acres
New Pond Surface Area	4 acres
Existing Storage	380 acre-ft
New Storage Required	23 acre-ft
Orchard Irrigation Area	238 acres
Spray Field Irrigation	0 MG

Alternative 3A Water Balance

Month	Average Influent Flow (mgd)	Total Influent Flow (MG)	100-year Rainfall (in)	Rainfall Volume (MG)	ETo (in)	ET Volume (MG)	Seepage (MG)	Water Recycling (MG)	Spray Fields (MG)	ΔS (MG)	ΣΔS (MG)	Remaining Storage (MG)
Oct	0.713	22.1	2.34	2.7	4.43	5.2	2.1	18.0	0.0	-0.4	0.0	123.8
Nov	0.825	24.8	6.12	7.2	2.31	2.7	2.1	9.4	0.0	17.8	17.8	106.0
Dec	0.776	24.1	10.08	11.9	1.71	2.0	2.1	0.0	0.0	31.8	49.6	74.2
Jan	0.700	21.7	11.48	13.5	1.71	2.0	2.1	0.0	0.0	31.1	80.8	43.1
Feb	0.801	22.4	9.30	10.9	2.46	2.9	2.1	0.0	0.0	28.4	109.2	14.6
Mar	0.759	23.5	6.64	7.8	4.09	4.8	2.1	14.0	0.0	10.4	119.6	4.2
Apr	0.761	22.8	3.02	3.6	5.61	6.6	2.1	19.3	0.0	-1.5	118.1	5.8
May	0.736	22.8	1.23	1.4	7.50	8.8	2.1	25.8	0.0	-12.4	105.7	18.1
Jun	0.695	20.8	0.33	0.4	8.58	10.1	2.1	48.2	0.0	-39.1	66.6	57.3
Jul	0.735	22.8	0.05	0.1	9.55	11.2	2.1	53.7	0.0	-44.1	22.4	101.4
Aug	0.683	21.2	0.09	0.1	8.53	10.0	2.1	47.9	0.0	-38.8	-16.3	140.1
Sep	0.806	24.2	0.52	0.6	6.27	7.4	2.1	25.5	0.0	-10.1	-26.4	150.2
Total		273	51.2	60.2	62.8	73.8	24.7	261.7	0.0	-26.8		
Avg Dry Weather Flow	0.741											

Water Balance Assumptions

Pond 1 is empty at beginning of wet season	
Wastewater Generation Rate	85 gpcd
Population	8,800 people
Existing Pond Surface Area	43.3 acres
New Pond Surface Area	0 acres
Existing Storage	380 acre-ft
New Storage Required	0 acre-ft
Orchard Irrigation Area	230 acres
Spray Field Irrigation	0 MG

APPENDIX C

Cost Estimate Tables

Alternative 1A Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Storage Pond 5 (51 ac-ft)				
Stripping	6,000	CY	$4.50	$27,000.00
Excavation	83,000	CY	$4.50	$373,700.00
Compaction	83,000	CY	$1.03	$85,400.00
Lining	130,321	SF	$1.93	$251,500.00
Subtotal				$737,600.00
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$248,907.60	$248,900.00
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	2	ea	$25,730.87	$51,500.00
Flow Meter	1	ea	$4,502.90	$4,500.00
Electrical	1	ea	$15,438.52	$15,400.00
Subtotal				$333,200.00
Road - 16 ft Type B				
Grading	2,400	LF	$1.03	$2,500.00
Material	2,400	LF	$7.20	$17,300.00
Subtotal				$19,800.00
Fencing				
Chain link	2,600	LF	$10.36	$26,900.00
Subtotal				$26,900.00
Construction Subtotal				$1,118,000.00
Tax on Materials				$42,000.00
General Cost @ 10%				$116,000.00
Estimating Contingency @ 15%				$174,000.00
Construction Total				$1,450,000.00
Engineering, Management, and Contingency @ 40%				$580,000.00
Project Total				$2,030,000.00

Alternative 1A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
15-hp Aerator	2	ea	$51,461.75	$102,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$263,700.00
Stage 2 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$160,800.00
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	1	ea	$25,730.87	$25,700.00
Subtotal				$38,600.00
Construction Subtotal				$463,000.00
Tax on Materials				$17,000.00
General Cost @ 10%				$48,000.00
Estimating Contingency @ 15%				$72,000.00
Construction Total				$600,000.00
Engineering, Management, and Contingency @ 40%				$240,000.00
Project Total				$840,000.00

Alternative 1B Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$257.31	$120,900.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$159,500.00
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$1.93	$926,300.00
Rip rap movement	1	LS	$64,327.18	$64,300.00
Subtotal				$990,600.00
Storage Pond 5 (91 ac-ft)				
Stripping	11,000	CY	$4.50	$49,500.00
Excavation	147,000	CY	$4.50	$661,900.00
Compaction	147,000	CY	$1.03	$151,300.00
Lining	236,000	SF	$1.93	$455,400.00
Subtotal				$1,318,100.00
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$248,907.60	$248,900.00
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	2	ea	$25,730.87	$51,500.00
Flow Meter	1	ea	$4,502.90	$4,500.00
Electrical	1	ea	$15,438.52	$15,400.00
Subtotal				$333,200.00
Road - 16 ft Type B				
Grading	2,900	LF	$1.03	$3,000.00
Material	2,900	LF	$7.20	$20,900.00
Subtotal				$23,900.00
Fencing				
Chain link	3,360	LF	$10.36	$34,800.00
Subtotal				$34,800.00
Construction Subtotal				$2,860,000.00
Tax on Materials				$107,000.00
General Cost @ 10%				$297,000.00
Estimating Contingency @ 15%				$445,000.00
Construction Total				$3,709,000.00
Engineering, Management, and Contingency @ 40%				$1,484,000.00
Project Total				$5,193,000.00

Alternative 1B Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
15-hp Aerator	2	ea	$51,461.75	$102,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$263,700.00
Stage 2 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$160,800.00
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$257.31	$213,600.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$252,200.00
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$257.31	$205,800.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$244,400.00
Storage Pond 6 (72 ac-ft)				
Stripping	11,000	CY	$4.50	$49,500.00
Excavation	147,000	CY	$4.50	$661,900.00
Compaction	147,000	CY	$1.03	$151,300.00
Lining	236,000	SF	$1.93	$455,400.00
Subtotal				$1,318,100.00
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	1	ea	$25,730.87	$25,700.00
Subtotal				$38,600.00
Road - 16 ft Type B				
Grading	2,000	LF	$1.03	$2,100.00
Material	2,000	LF	$7.20	$14,400.00
Subtotal				$16,500.00
Fencing				
Chain link	3,360	LF	$10.36	$34,800.00
Subtotal				$34,800.00
Construction Subtotal				$2,329,000.00
Tax on Materials				$87,000.00
General Cost @ 10%				$242,000.00
Estimating Contingency @ 15%				$362,000.00
Construction Total				$3,020,000.00
Engineering, Management, and Contingency @ 40%				$1,208,000.00
Project Total				$4,228,000.00

Alternative 2A Phase 1 Construction Cost Estimate

Transfer/Recycle Water Pumping Station				
Structural	1	ea	$248,907.60	$248,900.00
Transfer Pump	2	ea	$12,865.44	$25,700.00
Recycle Pump	3	ea	$25,730.87	$77,200.00
Flow Meter	1	ea	$4,502.90	$4,500.00
Electrical	1	ea	$15,438.52	$15,400.00
Subtotal				$371,700.00
Construction Subtotal				$372,000.00
Tax on Materials				$14,000.00
General Cost @ 10%				$39,000.00
Estimating Contingency @ 15%				$58,000.00
Construction Total				$483,000.00
Engineering, Management, and Contingency @ 40%				$193,000.00
Project Total				$676,000.00

Alternative 2A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
15-hp Aerator	2	ea	$51,461.75	$102,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$263,700.00
Stage 2 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$160,800.00
Construction Subtotal				$425,000.00
Tax on Materials				$16,000.00
General Cost @ 10%				$44,000.00
Estimating Contingency @ 15%				$66,000.00
Construction Total				$551,000.00
Engineering, Management, and Contingency @ 40%				$220,000.00
Project Total				$771,000.00

Alternative 2B Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$257.31	$120,900.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$159,500.00
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$1.93	$926,300.00
Rip rap movement	1	LS	$64,327.18	$64,300.00
Subtotal				$990,600.00
Storage Pond 5 (23 ac-ft)				
Stripping	2,700	CY	$4.50	$12,200.00
Excavation	55,000	CY	$4.50	$247,700.00
Compaction	55,000	CY	$1.03	$56,600.00
Lining	61,000	SF	$1.93	$117,700.00
Subtotal				$434,200.00
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$248,907.60	$248,900.00
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	2	ea	$25,730.87	$51,500.00
Flow Meter	1	ea	$4,502.90	$4,500.00
Electrical	1	ea	$15,438.52	$15,400.00
Subtotal				$333,200.00
Road - 16 ft Type B				
Grading	2,000	LF	$1.03	$2,100.00
Material	2,000	LF	$7.20	$14,400.00
Subtotal				$16,500.00
Fencing				
Chain link	1,700	LF	$10.36	$17,600.00
Subtotal				$17,600.00
Construction Subtotal				$1,952,000.00
Tax on Materials				$73,000.00
General Cost @ 10%				$203,000.00
Estimating Contingency @ 15%				$304,000.00
Construction Total				$2,532,000.00
Engineering, Management, and Contingency @ 40%				$1,013,000.00
Project Total				$3,545,000.00

Alternative 2B Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Stage 1 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
15-hp Aerator	2	ea	$51,461.75	$102,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$263,700.00
Stage 2 Aerated Ponds				
25-hp Aerator	2	ea	$69,473.36	$138,900.00
Electrical	2	ea	$10,935.62	$21,900.00
Subtotal				$160,800.00
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$257.31	$213,600.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$252,200.00
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$257.31	$205,800.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$244,400.00
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	1	ea	$25,730.87	$25,700.00
Subtotal				$38,600.00
Construction Subtotal				$960,000.00
Tax on Materials				$36,000.00
General Cost @ 10%				$100,000.00
Estimating Contingency @ 15%				$149,000.00
Construction Total				$1,245,000.00
Engineering, Management, and Contingency @ 40%				$498,000.00
Project Total				$1,743,000.00

Alternative 2B Phase 1 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 3 Retrofit Lining				
Bentonite	470	tons	$257.31	$120,900.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$159,500.00
Existing Pond 4 Retrofit Lining				
Lining	480,000	ea	$1.93	$926,300.00
Rip rap movement	1	LS	$64,327.18	$64,300.00
Subtotal				$990,600.00
Treatment System				
Headworks	1	ea	$428,000.00	$428,000.00
MBR System	1	ea	$5,136,000.00	$5,136,000.00
UV Light Disinfection	1	ea	$651,000.00	$651,000.00
Biosolids Handling	1	ea	$2,251,000.00	$2,251,000.00
Yard Piping	1	ea	$306,000.00	$306,000.00
Auxiliary Power	1	ea	$347,000.00	$347,000.00
Site Work @ 5%	1	ea	$456,000.00	$456,000.00
Electrical & Instrumentation	1	ea	$1,368,000.00	$1,368,000.00
Subtotal				$10,943,000.00
Transfer/Recycle Water Pumping Station				
Structural	1	ea	$248,907.60	$248,900.00
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	2	ea	$25,730.87	$51,500.00
Flow Meter	1	ea	$4,502.90	$4,500.00
Electrical	1	ea	$15,438.52	$15,400.00
Subtotal				$333,200.00
Construction Subtotal				$12,426,000.00
Tax on Materials				$466,000.00
General Cost @ 10%				$1,289,000.00
Estimating Contingency @ 15%				$1,934,000.00
Construction Total				$16,115,000.00
Engineering, Management, and Contingency @ 40%				$6,446,000.00
Project Total				$22,561,000.00

Alternative 3A Phase 2 Construction Cost Estimate

Item	Quantity	Unit	Unit Cost ($)	Item Cost ($)
Existing Pond 1 Retrofit Lining				
Bentonite	830	tons	$257.31	$213,600.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$252,200.00
Existing Pond 2 Retrofit Lining				
Bentonite	800	tons	$257.31	$205,800.00
Installation	3	day	$12,865.44	$38,600.00
Subtotal				$244,400.00
Equalization Basin				
Excavation	1,000	CY	$12.87	$12,900.00
Lining	61,600	SF	$1.93	$118,900.00
Site Work @ 5%	1	ea	$6,590.00	$6,600.00
Subtotal				$138,400.00
Transfer/Recycle Water Pumping Station				
Transfer Pump	1	ea	$12,865.44	$12,900.00
Recycle Pump	1	ea	$25,730.87	$25,700.00
Subtotal				$38,600.00
Construction Subtotal				$674,000.00
Tax on Materials				$25,000.00
General Cost @ 10%				$70,000.00
Estimating Contingency @ 15%				$105,000.00
Construction Total				$874,000.00
Engineering, Management, and Contingency @ 40%				$350,000.00
Project Total				$1,224,000.00

Alternatives 1A, 1B, 2A, and 2B Annual Operations and Maintenance Cost Estimate

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	4160	$ 71	$ 294,400.00
Hypochlorite	lb	75000	$ 0.13	$ 9,600.00
Effluent pumping	kW-hr	740000	$ 0.13	$ 95,200.00
Effluent monitoring	LS	1	$ 12,900.00	$ 12,900.00
Miscellaneous energy	kW-hr	100000	$ 0.13	$ 12,900.00
Miscellaneous repair and replacement	LS	1	$ 25,700	$ 25,700.00
Total				$ 450,700.00
Present Worth @ 20 Years, 5%				$5,616,700.00

Alternative 3 Annual Operations and Maintenance Cost Estimate

Item	Unit	Quantity	Unit Cost	Total Cost
Operation labor	hr	6240	$ 71	$ 441,500.00
MBR Energy	kW-hr	1241000	$ 0.13	$ 159,700.00
Membrane replacement	LS	1	$ 56,600	$ 56,600.00
MBR chemicals/supplies	LS	1	$ 2,600	$ 2,600.00
Biosolids handling	LS	1	$ 102,900	$ 102,900.00
UV light system energy	kW-hr	168000	$ 0.13	$ 21,600.00
UV lamp replacement	LS	1	$ 10,300	$ 10,300.00
Monitoring	LS	1	$ 12,900	$ 12,900.00
Effluent pumping	kW-hr	740000	$ 0.13	$ 95,200.00
Miscellaneous energy	kW-hr	100000	$ 0.13	$ 12,900.00
Miscellaneous repair and replacement	LS	1	$ 25,700	$ 25,700.00
Total				$ 941,900.00
Present Worth @ 20 Years, 5%				$11,738,200.00

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: May 17, 2016

FROM: David Dowswell, Community Development Director through John W. Donlevy, Jr., City Manager

SUBJECT: Callahan Estates Subdivision – Public Hearing and consideration of the proposed Amended and Restated Development Agreement and Amended Tentative Subdivision Map

---

RECOMMENDATION:

That the City Council:

1. Receive a Staff Report on a proposed Callahan Estates Amended and Restated Development Agreement and Amended Tentative Subdivision Map, and

2. Conduct a Public Hearing to consider comments on the Amended and Restated Development Agreement; and Amended Tentative Subdivision Map, and

3. Consider the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-06) adopted on March 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and

4. Approve Resolution No. 2016-15, Resolution of the City Council of the City of Winters Approving an Amended Tentative Subdivision Map for the Callahan Estates Subdivision; and

5. Introduce Ordinance No. 2016-05 an ordinance of the City of Winters approving the Amended and Restated Development Agreement and amended Tentative Subdivision Map, commonly known as the Callahan Estates Project, between the City of Winters and Turning Point Acquisitions V, LLC.

BACKGROUND:

In April 2005, the City approved the Callahan Estates Subdivision (Attachment A) and Development Agreement (DA). In February 2009 a First Amendment was approved regarding the deferral of development impact fees from building permit to certificate of occupancy, conveying a portion of the land needed for the new public safety facility and revising the maximum number of non-market rate units that can be built per year. In August 2013 a Second Amendment was approved transferring the ownership from Winters Investors, LLC to Turning Point Acquisitions V, LLC, regarding the expiration date of the DA, combining the affordable housing obligation with the Hudson-Ogando subdivision (Winters Ranch) further clarifying the various impact fees and requiring an annuity in-lieu of establishing a Mello-Roos District to pay for the municipal services cost related to this subdivision.

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

Late last year the City met with a representative of Turning Point Acquisitions V, LLC, to discuss possible amendments to the Callahan Estates DA. The amendments are essentially to "modernize" or "update" it to recognize capital improvements made during the interim, needs of the City and the Developer, and also to acknowledge the new fiscal realities of residential development. The amendments are discussed below.

The Planning Commission considered the Callahan Estates Amended and Restated Development Agreement (Attachment B) and Amended Tentative Subdivision Map (Map) (Attachment D, Exhibit A) on April 26, 2016 at a public hearing. At the conclusion of the hearing the Commission adopted a resolution recommending the City Council adopt an ordinance (Attachment C) approving the Amended and Restated DA between the City and Turning Point Acquisitions V, LLC and approve the amended Map.

DISCUSSION:

Development Agreement

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

1. Term: Establishes a new term for the DA of five (5) years effective from the date of recording. The DA is currently set to expire in 2019.

2. Right to Assign: The DA retains the provisions that give the City approval rights over the assignment of the DA to another developer, but adds technical requirements to help protect the developer's financial information.

3. Reduction in the Number of Units: Reduces the number of lots from 111 to 109 due revising the alignment of Taylor Street in conjunction with the Winters Ranch, formerly Hudson-Ogando project.

4. Affordable Housing: Requires the developer pay an in-lieu fee of $110,000 at the recording of the first Final Map. Through an agreement with Winters Ranch the 4 moderate income deed restricted affordable single-family homes required for Callahan Estates will be built within the Winters Ranch subdivision.

5. Obligations to Winters Joint Unified School District: The obligations to the School District are amended based on new terms that were negotiated between the Developer and the School District directly.

6. Annuity: Revises the original DA by deleting Section 4.5 regarding the provision requiring a fiscal neutrality annuity payment of $2,402 per unit. This is being deleted after the same requirement for the Hudson-Ogando and Winters Highlands subdivisions was recently deleted from that DA based on a revised fiscal analysis for the project that indicates these projects will not require the annuity to be fiscally neutral.

7. Urban Water Management Plan: Revises language to allow pro-rata share of cost, sharing with Winters Highlands, Hudson-Ogando, and Creekside. The payment shall be due and payable no later than the issuance of the 50th market-rate building permit.

8. Pedestrian Circulation and Safety Improvements: Eliminates the requirement to construct pedestrian circulation and safety improvements at the intersection of Grant Avenue and Morgan Street because the City has no actual plan for a pedestrian crossing. The City will install this improvement in the future as a separate capital project when development occurs on the north side of Grant Avenue. .

9. Broadband Infrastructure: Revise to require the Agreement to include the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.

10. Removal of Requirements for Facilities Previously Constructed: The original DA included requirements for advance contributions to the construction of the Public Safety Facility, the Library and the Community Pool. These facilities have been constructed. The requirements have been removed.

11. Cooperation with Other Developments: Consistent with the Planning Commission direction, the Amended and Restated Development Agreement has added language that provides for cooperation between the developers of the Highlands, Hudson-Ogando and Callahan developments.

In the redline version of the DA (Attachment B) all of the proposed changes shown in the color fuchsia were made by the City Attorney, the ones in green or red were made by staff.

Tentative Subdivision Map

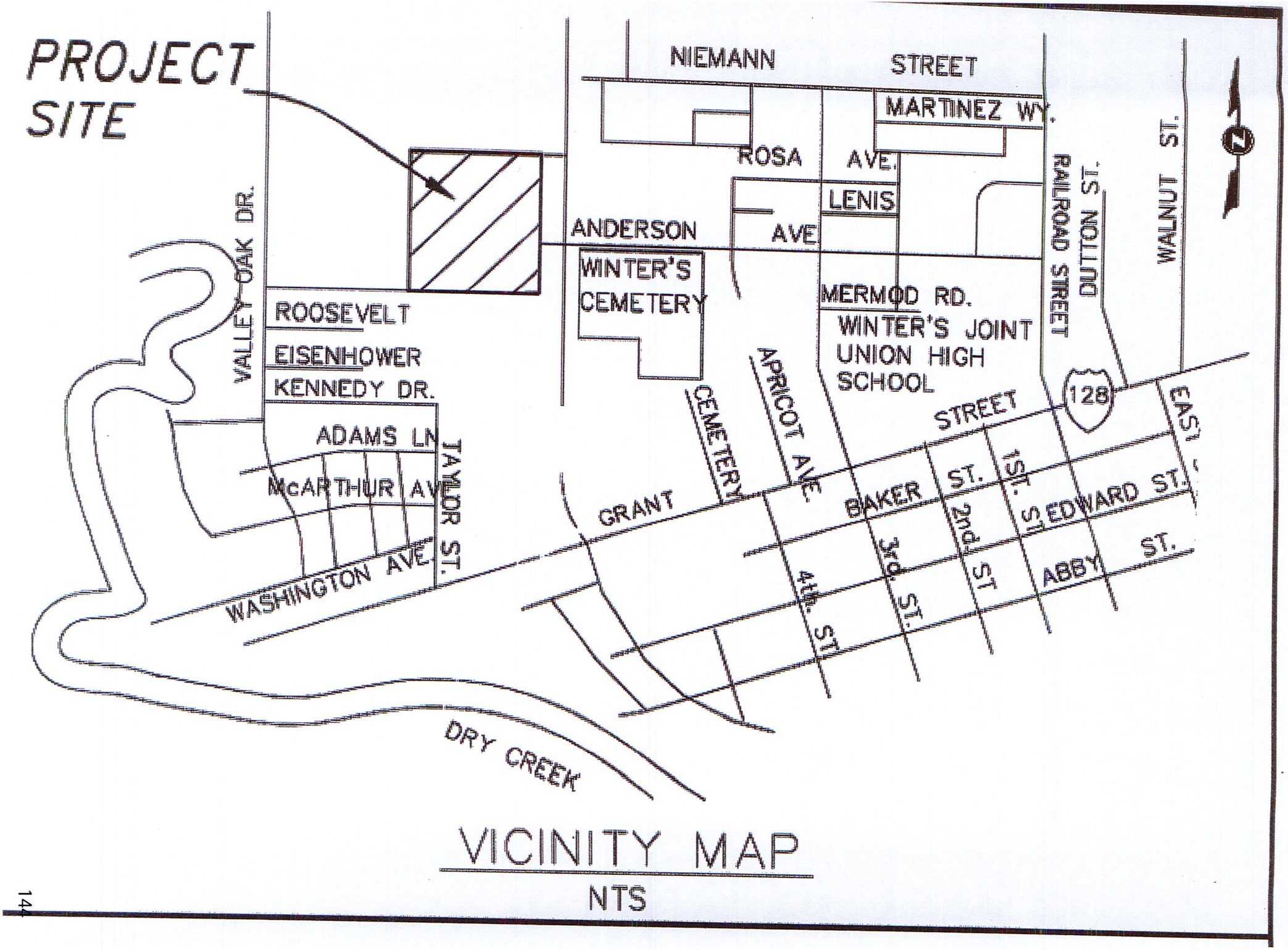
As mentioned above, the Developer is requesting a reduction in the number of lots from 111 to 109 by amending the Tentative Map. The reduction in the number of lots is due to the reconfiguration of Taylor Street necessitated by changes to the Hudson-Ogando/Winters Ranch Subdivision.

ENVIRONMENTAL ASSESSMENT

Consider the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-06) adopted on March 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement

ATTACHMENTS:

A. Project Map
B. Redlined Comparison to Original Development Agreement with First and Second Amendments
C. Planning Commission Resolution 2016-01
D. Resolution approving Amended Tentative Subdivision Map
E. Ordinance



VICINITY MAP

NTS

DRAFT—FOR DISCUSSION PURPOSES

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant
to Government Code Section 27383

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

~~A~~AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS

AND

~~WINTERS INVESTORS~~TURNING POINT ACQUISITIONS V, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

[CALLAHAN PROPERTY]

~~RELATING~~

DRAFT—FOR DISCUSSION PURPOSES

TABLE OF CONTENTS

		Page
ARTICLE 1.	DEFINITIONS	3
Section 1.1	Definitions	3
ARTICLE 2.	GENERAL PROVISIONS	7
Section 2.1	All Exhibits Deemed Incorporated by Reference	7
Section 2.2	Property to be Developed	7
Section 2.3	Agreement to be Recorded; Effective Date; Term	7
Section 2.4	Equitable Servitudes and Covenants Running With the Land	8
Section 2.5	Right to Assign; Non-Severable Obligations	8
Section 2.6	Amendment of the Agreement	9
Section 2.7	Whole Agreement; Conflict with Municipal Code	10
Section 2.8	Choice of Law; Venue; Attorneys' Fees; Dispute Resolution	10
Section 2.9	Notices	11
Section 2.10	Waivers	12
Section 2.11	Signatures	12
Section 2.12	Severability	12
Section 2.13	Unapproved Transfers Void	12
Section 2.14	Notice of Default to Mortgate, Deed of Trust or Other Security Interest Holders; Right to Cure	12
ARTICLE 3.	DEVELOPMENT OF THE PROPERTY	14
Section 3.1	Land Use Entitlements	14
Section 3.2	Consistency with General Plan	16
Section 3.3	Vested Rights of Developer	16
Section 3.4	Rights Retained by the City	17
Section 3.5	Other Vesting Laws Inapplicable.	18
Section 3.6	Commencement and Phasing of Development	18
Section 3.7	Building Permits; Non-Market Rate Units	19
Section 3.8	Installation of Public Improvements	19
Section 3.9	Property for Public Improvements; Offsite Improvements	20
Section 3.10	Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed	21
Section 3.11	Subsequent Discretionary Approvals.	23
Section 3.12	Review of Agreement	24
Section 3.13	Compliance with Government Code § 66006	24
Section 3.14	Subdivision Maps	24
Section 3.15	Deferral of Impact Fees	24

Page

ARTICLE 4. DEVELOPMENT OBLIGATIONS 25

Section 4.1 Schools. 25
Section 4.2 Park Land and Fees 25
Section 4.3 Public Safety 26
Section 4.4 Intentionally Omitted 26
Section 4.5 Installation of Conduit 26
Section 4.6 Cooperative and Reimbursement Agreement 26
Section 4.7 Wastewater Treatment Plant Expansion 27
Section 4.8 Urban Water Management Plan 29
Section 4.9 Water Well 29
~~Section 4.9 Pedestrian Circulation and Safety Improvements ..... 37~~
Section 4.10 Taylor Street Improvements~~Walnut Street-Dutton Street-East Street Intersection Corridor~~ ..... 3~~7~~0
~~Section 4.12 Installation of Conduit ..... 40~~

ARTICLE 5. DEFAULT; REMEDIES; TERMINATION ..... ~~40~~30

Section 5.1 Application of Article. ..... ~~40~~30
~~Section 5. 2 Termination of Agreement ..... 40~~
Section 5.3 City's Remedies. ..... ~~41~~30
Section 5.4 Developer's Remedies ..... ~~44~~33

ARTICLE 6. HOLD HARMLESS AND INDEMNIFICATION ..... ~~46~~34

Section 6.1 Limitation of Legal Relationship ..... ~~46~~34
Section 6.2 No Liability for Acts of the Developer ..... ~~46~~35
Section 6.3 Duty to Defend Challenges to this Agreement ..... ~~47~~35

EXHIBITS

A Map of Callahan Property
B Legal Description of Callahan Property
C Callahan Estates Tentative Subdivision Map
D Conditions of Approval, Including Mitigation Measures

DRAFT—FOR DISCUSSION PURPOSES

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V, LLC RELATING TO THE DEVELOPMENT ~~OF THE PROPERTY~~ OF THE PROPERTY COMMONLY KNOWN AS THE CALLAHAN PROPERTY

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

FACTS AND CIRCUMSTANCES

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

1. ~~1.~~ The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.

2. ~~2.~~ The Developer is in the business of developing residential communities in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents.

3. ~~3.~~ In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Callahan Property and further depicted in Exhibit A and described in Exhibit B to this Agreement, is through the use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864) [entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

4. In order to meet these needs, the City and Developer entered into a Development Agreement approved by Ordinance No. _____ on _____, 2005 and recorded in the Official Records of Yolo County as Document No. 2005-0026332-00, which Development Agreement has been amended by a First Amendment to Development Agreement dated January __, 2009 and recorded in the Official Records of Yolo County as Document No. _____, and a Second Amendment to Development Agreement dated _____ 2013 and recorded in the Official Records of Yolo County as Document No. _____ (collectively, the "Original Development Agreement").

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

4.6. ~~4.~~ It is the intent of the Parties in entering into this Agreement supersede and replace the Original Development Agreement in its entirety, and further to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain ~~vested~~ rights to

develop the Callahan Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new development on the City's infrastructure and and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

~~THE PARTIES AGREE AS FOLLOWS:~~

~~TABLE OF CONTENTS~~

~~This Agreement is divided into articles, sections, and subsections as set forth below. The title of an article, section, or sub-section is for the convenience of the Parties only and a title is not intended to alter the content or meaning of any article, section or subsection.~~

ARTICLE 1~~Article 1.~~
DEFINITIONS

~~Article 2. General Provisions~~
~~Article 3. Development of the Property~~
~~Article 4. Special Development Obligations~~
~~Article 5. Default, Remedies, and Dispute Resolution~~
~~Article 6. Hold Harmless and Indemnification~~

~~ARTICLE 1~~

Section 1.1 Definitions.

The following words ~~and~~or phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such

words in the parlance of the planning and development of real property in the State of California.

1. ~~Section 1.1~~ "Agreement" means this Development Agreement.

2. ~~Section 1.2~~ "Application fees" means the amount paid by the Developer for the processing of any Land Use Entitlement or for an amendment to this Agreement.

3. ~~Section 1.3~~ "Building Permit" means the ministerial permit issued for the construction of a residential housing unit or other structure upon the payment of all applicable fees.

~~Section 1.4 "Callahan Property" or "The Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcel No. 030-220-22, and is more specifically shown and described in Exhibits A and B.~~

4. ~~Section 1.5~~ "Callahan Estates Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for the Property ~~concurrently with the approval of this Agreement~~ in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Callahan Estates Tentative Subdivision Map is attached as Exhibit C.

5. ~~Section 1.6~~ ~~"~~"Callahan Estates~~"~~" means the single family residential development created by the Callahan Estates Tentative Subdivision Map.

6. ~~Section 1.7~~ "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It

also includes each person duly appointed to carry out a specific function as required in this Agreement. (e.g., the term "City Engineer" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

7. ~~Section 1.8~~ "City of Winters" means the physical boundaries of the City of Winters.

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

9. ~~Section 1.9~~ "Condition of Approval" means a requirement placed on a land use entitlement which must be satisfied in order for the entitlement to be effective. Example: a condition that a road be built at the expense of the Developer and dedicated to the City as a public thoroughfare.

10. ~~Section 1.10~~ "Conditions of Approval" means the conditions placed on the approval of the Callahan Estates Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

11. ~~Section 1.11~~ "Developer" means ~~the Winters Investors,~~T~~URNING~~urning P~~OINT~~oint A~~CQUISITIONS~~cquisitions V LLC, a California limited liability company, ~~the members of which are associated with The Hofmann Land Development Company, a California corporation,~~ and/or its successor(s) in interest.

12. ~~Section 1.12~~ "Discretionary Approval" means an action which requires the exercise of judgment, deliberation, or discretion on the part of the City in approving or disapproving a particular activity.

13. ~~Section 1.13~~ "Final Subdivision Map" or "Final Map" means the map submitted to the City which, once approved under the City's Subdivision Ordinance and the Subdivision Map Act, is recorded in the Official Records of Yolo County and legally creates the residential lots, streets, and other land use features shown on it.

14. ~~Section 1.14~~ "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of the Property ~~for such things as the expansion of the Wastewater Treatment Plant, traffic circulation, sewer and water conveyance facilities, and similar matters~~and used to pay for public facilities attributable to the development project.

15. ~~Section 1.15~~ "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval issued ~~to The Property~~ by the City for the development of the Property under its ordinances, resolutions, or other rules and regulations, or under applicable State and/or federal law~~, which permits development on The Property. Examples: zoning; a conditional use permit; a tentative or final subdivision map; a building permit; a sewer or water connection~~.

16. ~~Section 1.16~~ "Ministerial Approval" means an action by the City given where there has been compliance with applicable regulations and which does not require the exercise of discretion.

17. ~~Section 1.17~~ "Mitigation Measures" means the requirements placed on the development of the Property to cure or lessen the environmental

impact of a particular physical activity as identified as part of the analysis done for the Property under the California Environmental Quality Act (CEQA). The Mitigation Measures are a part of Exhibit D, Conditions of Approval.

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

19. ~~Section 1.18~~ "Off-site improvement" means a public improvement constructed outside the physical boundaries of the Property.

20. ~~Section 1.19~~ "On-site improvement" means a public improvement constructed within the physical boundaries of the Property.

21. ~~Section 1.20~~ "Party" means either the City or the Developer, or their successors, as the context may indicate. "Parties" means both the City and the Developer, or their successors.

22. ~~Section 1.21~~ "Phase" means a portion of the Callahan Estates Tentative Subdivision Map ~~which~~that is reduced to a final subdivision map.

23. "Property" means the property commonly known as the Callahan Property, Yolo County Assessor's Parcel No. 030-220-22, and is more specifically shown and described in Exhibits A and B.

24. ~~Section 1.22~~ "Public Improvements" or "Infrastructure" means facilities constructed or to be constructed for use in accommodating residential use on the Property~~. Examples:~~, including but not limited to roads~~;~~, sewer and water lines~~;~~ and traffic signals.

25. ~~Section 1.23~~ "Vesting law" means any State or federal law ~~which~~that gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

ARTICLE 2~~ARTICLE 2~~
GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Callahan Property, Yolo County Assessor's Parcel No. 030-220-22. A map showing the location and boundaries of the Property is attached as Exhibit A and a legal description describing the Property is attached as Exhibit B. In this Agreement the Callahan Property will, in most instances, be referred to simply as "the "Property."

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

a. ~~a.~~ When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County, and upon recordation of this Agreement, it shall replace and supersede the Original Development Agreement in its entirety, and the Original Development Agreement shall be of no further force and effect.

~~b. The term of this Agreement is six (6) years, commencing on the date it is recorded. The term may be extended by mutual consent of the Parties. It may be terminated as provided in Article 5.~~

b. The term of this Agreement shall expire on December 31, 20~~19~~21, unless otherwise extended in accordance with State law and City ordinances.

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-Severable Obligations.

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

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

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

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

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

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

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

d. Notwithstanding subsection b above, mortgages, deeds of trust, sales and lease-backs or any other form of conveyance required for any reasonable method of financing are permitted, but only for the purpose of securing loans of funds to be used for financing the acquisition of the Property, the development and construction of improvements on the Property and other necessary and related

expenses. The holder of any mortgage, deed of trust or other security arrangement with respect to the Property, or any portion thereof, shall not be obligated under this Agreement to construct or complete improvements or to guarantee such construction or completion, but shall otherwise be bound by all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed to construe, permit or authorize any such holder to devote the Property, or any portion thereof, to any uses, or to construct any improvements thereon, other than those uses and improvements provided for or authorized by this Agreement, subject to all of the terms and conditions of this Agreement.

Section 2.6 Amendment of the Agreement.

This Agreement may be amended from time to time with the mutual written consent of both Parties as provided by Government Code section 65868 and ~~Title 11, Chapter 2, Article 6~~Section 15.72.210 (Amendment or Cancellation by Mutual Consent) of the Winters ~~City~~Municipal Code. The cost by the City in processing a proposed amendment shall be paid by the Developer. The Developer shall pay normal Application fees.

Section 2.7 Whole Agreement; Conflict with ~~City~~Municipal Code.

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

b. ~~b.~~ The provisions of Title ~~1~~15, Chapter ~~2~~15.72 of the Winters ~~City~~Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific

provision of the Winters ~~City~~Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

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

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

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

Section 2.9 Notices.

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

1. ~~1.~~ Via certified U.S. Mail, return receipt requested.

2. ~~2.~~ Via an overnight mail service of the type normally used by the business community, such as Federal Express~~,~~ or UPS Overnight~~, and California Overnight~~.

~~3. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.~~

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

b. ~~c.~~ Notices to the City shall be given as follows:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager
Telephone (530) 795-4910~~ x 110~~
~~FAX (530) 795-4935~~

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

~~Winters Investors,~~Turning Point Acquisitions V LLC
3314 Freeman Road
~~c/o The Hofmann Land Development Company~~
~~1380 Galaxy Way~~

~~P.O. Box 758~~
~~Concord~~Walnut Creek, CA ~~9452~~94595
Attn: Jim Hildenbrand
Telephone (925) ~~682~~639-~~4830~~4204
~~FAX (925) 682-4771~~

Section 2.10 Waivers.

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

Section 2.11 Signatures.

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

Section 2.12 Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the

foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

Section 2.13 Unapproved Transfers Void.

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

~~Section 2.10~~Section 2.14 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.

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

ARTICLE 3~~ARTICLE 3~~
DEVELOPMENT OF THE PROPERTY

Section 3.1 ~~Section 3.1~~ Land Use Entitlements~~; One or More Final Subdivision Maps~~.

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

~~1. This Agreement as adopted by Ordinance No. _____ adopted _____ and effective _____.~~

1. This Amended and Restated Development Agreement (Ordinance No. 201~~5~~6-__ adopted _____, 20__ and effective on _____, (the "Enacting Ordinance")).

~~1.~~2. ~~2.~~ An exclusion for the Property from the West Central Master Plan.

~~2.~~3. ~~3.~~ A rezoning to add a Planned Development (PD) overlay zone to allow for a subdivision in which the avereage lot size ~~t~~does not meet the minimum requirement of the zone (7,000 square feet) and to allow for one lot (Lot 1) which does not meet the width requirement (60 feet).

~~3.~~4. ~~4.~~ The approval of a Planned Development Permit for an unlimited term pursuant to the requirements of Section ~~8~~

~~1.5117.E~~17.48.050.A.1 and .2 of the Zoning Ordinance and ~~the~~ Conditions of Approval.

~~4.~~5. ~~5.~~ An amendment to the Circulation Master Plan (May 19, 1992) and Standard Cross-Sections (adopted October 2, ~~2001~~2011) to remove the requirement for on-street Class II bike lanes on West Main Street and replace with off-street Class I bike path.

~~5.~~6. ~~6.~~ An amendment to the Bikeway System Master Plan (~~November 19, 2002~~January 2013) text and Figure 3 to identify a Class I bike path along West Main Street and Class II bike lanes along Anderson Avenue.

~~7.~~ Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into ~~120~~109 single-family lots; ~~Parcels A and D (exchange lots);~~ Parcels E, F, and G (Open Space Lots); and Parcel X (detention pond/sewer force main~~potential well site~~). The ~~120~~109 single-family lots will be ~~built with:~~

~~6.~~ ~~a) 102~~ market rate units, of which ~~12~~10 must be made available to local builders as defined by the ~~City's~~City's land use regulations~~; and~~.

~~7.~~ ~~b) 18 deed restricted, below market rate units (seven (7) very low income, seven (7) low income, and four (4) moderate income).~~

~~8.~~7. ~~8.~~ ~~A lot line adjustment on the north property line to exchange Parcel D for Parcel C from the adjoining Winters Highlands property.~~

~~9.~~8. ~~9.~~ A lot line adjustment on the south property line to exchange Parcel A for Parcel B from the adjoining Ogando/Hudson property.

~~10.~~9. ~~10.~~ Subsequent discretionary approvals (such as design review) pursuant to the ~~City's~~City's generally applicable land use regulations.

b. ~~b.~~ The Developer may apply for ~~and~~an receive one final subdivision map for Callahan Estates, or the Developer may choose to file separate final maps for various phases of Callahan Estates. If the Developer chooses to file final maps by phase, the number of phases and the size of each shall be at the discretion of the Developer, subject to the requirement for adequate infrastructure as provided in Section 3.8.

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

Section 3.2 ~~Section 3.2~~ Consistency with General Plan.

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

Section 3.3 ~~Section 3.3~~ Vested Rights of Developer.

a. ~~a.~~ The Developer shall, solely with respect to the Property, have the right to the following land use entitlements regardless of subsequent

amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City.

1. ~~1.~~ The right to the number of single family residential lots, dwelling units, and the density of development (dwelling units per acre) of those units, as shown on the Callahan Estates Tentative Subdivision Map.

2. ~~2.~~ Exclusion from:

a) ~~a)~~ the West Central Master Plan; and

b) ~~b)~~ subsequently enacted building moratoria.

3. ~~3.~~ The right to connect each dwelling unit to sewer and water services, provided all improvements regarding such services are made and all applicable fees are paid.

4. ~~4.~~ The cross-section of streets (including sidewalks, trails, and other thoroughfares) as established in the Conditions of ~~Approavl~~Approval for the Callahan Estates Tentative Subdivision Map.

5. ~~5.~~ The Mitigation Measures.

b. ~~b.~~ Subdivision a. does not apply to changes effecting development of the Property as mandated by State and/or federal laws effective after the date this Agreement is recorded. In the event of such changes, the City will permit the development of the Property as originally permitted by this Agreement to the greatest extent reasonably feasible taking into consideration the changes in the law.

Section 3.4 ~~Section 3.4~~ Rights Retained by the City.

a. ~~a.~~ Except as specifically provided in section ~~3.2~~3.3, all regulations of the City as expressly provided by State law, federal law, and/or local ordinance, resolution, or rule shall pertain to the development of The Property. Such regulations include, but are not limited to:

1. ~~1.~~ Discretionary approvals. (The only discretionary approval contemplated at this time is design review pursuant to the Zoning Code.)

2. ~~2.~~ Subdivision standards in effect when a final subdivision map is approved.

3. ~~3.~~ The Uniform Codes (including Building, Mechanical, Plumbing, Electrical and Fire) in effect at the time a building permit for a specific dwelling unit is issued.

4. ~~4.~~ Fees (including, but not limited to, fees commonly referred to as "impact fees") and charges, including, but not limited to, fees and charges for building permits, traffic signalization, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services, and police and fire buildings and equipment, which are in effect and collected at the time of the approval of a final subdivision map or the issuance of a building permit, as provided in this Agreement or as generally applicable throughout the City of Winters.

b. ~~b.~~ The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police

power, provided they are of general applicability to all developments of a similar nature in the City of Winters.

Section 3.5 ~~Section 3.5~~ Other Vesting Laws Inapplicable.

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

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

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

Section 3.6 ~~Section 3.6~~ Commencement and Phasing of Development.

~~a. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within one hundred fifty (150) days after this Agreement is recorded, submit for approval by the City the final map for Callahan~~

~~Estates (or the first phase, as the case may be) and accompanying subdivision improvement plans. For purposes of this subsection a., "circumstances beyond the control of the Developer" shall include, but are not limited to, inclement weather, acts of God, natural disasters, acts of the State and/or federal government, a referendum of the ordinance adopting this Agreement, or third party litigation challenging the validity of this Agreement. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.~~

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

a. The Developer shall have sole discretion to determine when the final map for the Callahan Estates Subdivision, or first phase thereof, and accompanying subdivision improvement plans, are submitted for City review and approval.

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

~~a. To provide for orderly growth within the City of Winters, the Developer shall be entitled to apply for and receive no more than the following number of single family residential building permits per year for the 102 market rate residential units (including the 12 units to be offered for sale to local builders) in Callahan Estates. For purposes of this section, the first year commences on the date this Agreement is recorded.~~

~~1. Year 1: 51~~

~~2. Year 2: 51~~

~~3. Year 3: 25~~

~~4. Year 4: 25~~

~~5. Year 5: 25~~

~~6. Year 6 : 27~~

~~b. No building permit shall be issued for any residential lot for which the Developer has not made application at the time of the expiration of this Agreement.~~

~~c. There are 18 deed restricted, below market rate units to be built in Callahan Estates pursuant to the City's land use regulations. The Developer may apply for and receive building permits for these units at any time during the life of this Agreement. The permits for the below market rate units are in addition to, and not part of, the number of units per year set forth above. However, the Developer must complete the construction of the below market rate units prior to the expiration of this Agreement.~~

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

~~e. Should circumstances beyond the control of the Developer preclude the Developer from applying for and/or being issued the number of building permits specified in subsection a. in the year specified, then the City shall adjust the schedule accordingly. For purposes of this subsection e., "circumstances beyond the control of the Developer" shall include, but are not limited to, acts of God, natural disasters, and acts of the State and/or federal government. However,~~

~~"circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.~~

a. City and Developer agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. The Developer shall pay to City the amount of One Hundred Ten Thousand Dollars ($110,000.00) upon the recordation of the Final Map for the Project, or in the event that Developer files more than one Final Map, upon the recordation of the first Final Map.

Section 3.8 ~~Section 3.8~~ Installation of Public Improvements.

a. ~~a.~~ Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Callahan Estates Subdivision. When the Final Map for all of the Callahan Estates Subdivision (or a phase, as the case may be), is approved, the Developer shall enter into a separate written agreement ("Subdivision Improvement Agreement") with the City by which it ~~contracts~~commits to build and dedicate to the City or applicable public agency, the public improvements required either in all of Callahan Estates, or in that particular phase, as the case may be. Security for the construction of the improvements shall be provided as required by State law and City law.

b. ~~b.~~ If the Developer proceeds by filing final maps for various phases of Callahan Estates, then, in some instances, the City Engineer may determine that public improvements outside the boundaries of a particular phase

(both on-site and off-site of the entirety of Callahan Estates) must be constructed before the next phase to insure the orderly development of infrastructure within the City of Winters. In such an instance, the additional infrastructure required outside a particular phase will be built by the Developer during the construction of the phase for which a final map is approved, and the agreement to construct the public improvements for that phase shall include an obligation to build the additional infrastructure outside the boundaries of that phase.

Section 3.9 ~~Section 3.9~~ Property for Public Improvements; Offsite Improvements.

a. ~~a.~~ The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Callahan Estates Tentative Subdivision Map, acquire the property rights necessary to construct or otherwise provide the public improvements ~~contemplated~~required by this Agreement.

b. ~~b.~~ In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the applicable Final Subdivision Map for the Callahan ~~Estates (or the first phase as the case may be)Estaes~~Estates Subdivision is filed with the City.

c. ~~c.~~ In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public

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

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

a. ~~a.~~ In some instances, the Developer, through the process commonly referred to as "~~"~~oversizing,"~~"~~ will be required to install public improvements to a size and/or capacity greater than that which is required to serve only the residents of Callahan Estates. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

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

1. ~~1.~~ By way of a separate agreement between the City and the Developer which will provide that when a particular property

benefiting from the oversizing is developed, the City will require the benefiting property owner to reimburse the Developer its *pro rata* share of the cost of the oversizing. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. ~~2.~~ By way of ~~the~~ payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. ~~c.~~ In any instance in which oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. ~~1.~~ Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the ~~prorata~~*pro rata* share to be borne by the Property, and determine what share of the remainder is to be reimbursed by the benefiting property.

2. ~~2.~~ When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. ~~d.~~ The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.

~~1.~~

~~3.~~1. When reimbursement is from impact fees, such fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

~~4.~~2. ~~2.~~ If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

~~5.~~3. ~~3.~~ If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its owners.

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

~~e.~~f. ~~f.~~ In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a building permit, the Developer shall be deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of $1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a

cost of $20,000, then the Developer will be credited with having paid that fee for 20 building permits.).

Section 3.11 ~~Section 3.11~~ Subsequent Discretionary Approvals.

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

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

Section 3.12 ~~Section 3.12~~ Review of Agreement.

~~Reviews~~Review by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in ~~Title 11, Chapter 2, Article 7 (~~Section 15.72.230 (Periodic Review) of the Winters ~~City~~Municipal Code.

Section 3.13 ~~Section 3.13~~ Compliance with Government Code ~~§~~Section 66006.

As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the

requirements of Government Code section 66006 pertaining to the payment of fees for the development of the Property.

Section 3.14 Subdivision Maps.

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

Section 3.15 Deferral of Impact Fees.

In order to encourage the Developer to proceed with construction of new market rate housing within the City of Winters, except as provided for herein, the City hereby agrees to defer all development impact fees imposed by the City on building permits issued until the earlier of (1) issuance of a Certificate of Occupancy; or (2) six (6) months after the issuance of a building permit. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit, or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

ARTICLE 4~~ARTICLE 4~~

~~SPECIFIC~~ DEVELOPMENT OBLIGATIONS

Section 4.1 ~~Section 4.1~~ Schools.

~~a.~~ The Developer acknowledges and agrees that the mitigation of the impact of Callahan Estates on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a

consequence, the Developer states that ~~its intention entering into this Agreement is~~ it has entered into an Agreement (Restated Mutual Benefit Agreement for the Mitigation of Development Impacts Upon the School Facilities of the Winters Joint Unified School District) to mitigate the impact on schools ~~to the greatest reasonable extent, in accordance with the terms of an agreement negotiated between the Developer and the Winters Joint Unified School District. A copy of the agreement is attached as Exhibit E.~~recorded October 24, 2013 as Instrument No. 2013-0034136 of Official Records County of Yolo.

~~b. As a condition to the approval of this Agreement by the City, the Developer shall present to the City Council, at the time of the first reading of the ordinance approving this Agreement City Council, a fully executed agreement acceptable to the City between the Developer and the Winters Joint Unified School District ("School District"). That agreement shall provide, in addition to such other matters as the parties to it may agree, that the Developer will pay to the School District, at the time of the issuance of a building permit:~~

~~1. for each of the 120 residential units in Callahan Estates, fees designated as "Level 2" fees as that term is commonly used in the K-12 education community; and~~

~~2. for all units in Callahan Estates, except the very low income and low income affordable units, "Level 3" fees as those terms are commonly used in the K-12 education community.~~

~~c. The Developer acknowledges receipt of the document dated October 2004 adopted by the School District entitled "School Facility Needs Analysis" prepared by Government Financial Strategies, Inc. This document will be used by the Developer and the School District in reaching the agreement referred to in subsection b.~~

~~Section 4.2 Conveyance of 1.39 +/- Acres of Land.~~

~~Contemporaneously with the filing of the final subdivision map for Callahan Estates (or the first phase, as the case may be), the Developer shall grant to the City, free and clear of all encumbrances, a 1.39 +/- acre portion of a parcel of land consisting of 2.15 +/- acres. The 2.15± acre parcel borders a parcel of land consisting of 1.3+/- acres currently owned by the City. A map showing the location of the parcel to be conveyed and the City-owned parcel is attached as Exhibit F. If required by the City Engineer, the Developer shall have a metes and bounds legal description prepared and submitted to the City Engineer along with the final map.~~

Section 4.2 ~~Section 4.3 2.7 Acre~~ Park Land and Fees.

~~Developer shall satisfy its 1.64 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Five Hundred Sixteen Thousand Four Hundred Seventy-one Dollars ($516,471.00) as follows: Developer shall pay the sum of Seven Thousand One Hundred Seventy-three Dollars ($7,173.00) at the time of issuance of a building permit for each residential structure. Developer shall fund and construct the park on Parcel A (0.1230 acres). Developer shall be further credited against Park Improvement Fees for the provision of infrastructure improvements, planning, developing and equipping the park on Parcel A, not to exceed Thirty-eight Thousand Seven Hundred Thirty-five Dollars ($38,735.00). This credit shall be applied on against parkland and parkland improvement fees otherwise applicable the Project. The amount of the Parcel A park credit is based on the pro-rata cost per acre obligation established for the 1.64 acre park. The cost per acre is $516,471/1.64 acres = $314,921. Parcel A is 0.1230 acres. Therefore, the Parcel A park credit is $314,921 x 0.1230 = $38,735.~~ Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the

aggregate totaling Eight Hundred Fifty Thousand Two Hundred Eighty-six Dollars ($850,286.00) as follows: Developer shall pay the sum of $6,024 in equal installments at the time of issuance of a certificate of occupancy for each residential structure. Developer shall fund and construct the parks on Parcels E, F, and G (equal to 0.6149 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels E, F, and G, not to exceed One Hundred Ninety-three Thousand Six Hundred Forty-four Dollars ($193,644.00). This credit shall be applied on a pro rata basis against the anticipated development of 109 lots. The amount of the Parcels E, F, and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is $850,286/2.73 acres = $314,921. Parcels E, F, and G are equal to 0.6149 acres. Therefore, Parcels E, F, and G park credit is $314,921 x 0.6149 = $193,644.

Section 4.3 Public Safety Facility.

~~a. Developer shall provide a 2.7 +/- acre neighborhood park ("the Park Obligation"). The Park Obligation consists of three components:~~

~~1. Providing land.~~

~~2. Providing infrastructure.~~

~~3. Planning, developing, and equipping the park.~~

~~b. The Parties acknowledge that it is in the best interests of the community that the City accept a sum of money which represents the monetary value of the Park Obligation rather than have the Developer include a fully operational 2.7 acre park within Callahan Estates. The payment of the Park~~

~~Obligation by the Developer is in lieu of the payment of any park impact fees as provided by City ordinance.~~

~~c.~~ Developer ~~agrees to satisfy the Park Obligation as follows~~shall pay the City's Public Safety Facility fee.

~~1. At the time of filing the final map for Callahan Estates (or the first phase thereof, as the case may be) a payment of one hundred percent (100%) of the amount calculated by the City Engineer as set forth in e., below.~~

~~2. An additional fifty percent (50%) of the amount calculated under 1., above, payable as follows:~~

~~a) The additional fifty percent (50%) shall be divided by the number of market rate units in Callahan Estates (102 units). The resulting amount shall be paid each time a building permit is issued for one of the 102 market rate units.~~

~~b) If at the end of thirty (30) months from the recording of the final map for Callahan Estates (or the first phase thereof, as the case may be), the full amount under this subsection 2. has not been fully paid, then the Developer shall pay the remaining amount owing within ten (10) business days of being notified by the City to do so. (Example: If at the end of thirty (30) months, the Developer has obtained eighty (80) building permits for market rate units and has paid fees under this subsection, then the Developer, upon notice from the City, shall pay the fees owed under this subsection for the remaining twenty-two (22) market rate units.)~~

~~d. Once all amounts owed under c. above have been paid, the Developer will have satisfied the Park Obligation.~~

~~e. The Park Obligation shall be computed by the City Engineer as follows:~~

~~1. The land value will be determined by an appraisal made at the Developer's expense. The Developer shall provide to the City the names of three (3) qualified appraisers acceptable to the City who are both licensed by the State of California and members of the Appraisal Institute (MAI) and knowledgeable in appraising property similar in nature to The Property. The City shall select the appraiser to be used from the list and notify the Developer of its decision. The appraisal shall be presented to the City within ninety (90) days thereafter, unless the Parties agree to a different date. The appraisal shall determine the fair market value of 2.7 +/- acres of The Property with the development entitlements specified in this Agreement. The date of value shall be the date of the recording of this Agreement.~~

~~2. The estimated cost of the infrastructure improvements will be calculated by the City Engineer using the per acre cost of Sixty Thousand Dollars ($60,000).~~

~~3. The estimated cost of the development of a park (including planning, developing, and equipping the same) will be calculated by the City Engineer using the per acre cost of Two Hundred Twenty-Nine Thousand Five Hundred Dollars ($229,500).~~

~~4. To the total determined by adding the costs determined under 1., 2., and 3., above, shall be added five percent (5%) for administration, including, but not limited to, the use of eminent domain by the City as necessary to acquire park land.~~

~~Section 4.3~~Section 4.4 Intentionally Omitted.

~~Section 4.4 Advance Funding of Fees For Construction of Police/Fire/Corporation Yard Facility.~~

~~a. The Parties acknowledge that the City intends to construct a joint use facility for police and fire services, and for a corporation yard, on the 3.45+/- acre parcel shown on Exhibit F. In order to provide sufficient funds for the City to commence construction of this facility, the Developer shall, concurrently with the filing of the final subdivision map for Callahan Estates (or the first phase, as the case may be), pay to the City development fees as follows:~~

~~1. A police facilities fee at its then current rate for all 120 residential units in Callahan Estates.~~

~~2. A fire facilities fee at its then current rate for all 120 residential units in Callahan Estates.~~

~~3. A general municipal facilities fee at its then current rate for all 120 residential units in Callahan Estates.~~

~~b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit.~~

~~c. If, at the time of the actual issuance of a building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.~~

~~Section 4.4~~Section 4.5 Installation of Conduit.

Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Winters Highlands Subdivision. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued. The utility company providing broadband internet service will install the wire necessary to provide the service; the timing of

which will not delay the issuance of a certificate of occupancy.

~~Section 4.5~~Section 4.6 Cooperative and Reimbursement Agreement.

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

~~Section 4.5. Annuity in Lieu of Mello-Roos District.~~

~~a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of Callahan Estates per the Economic & Planning Systems report titled "City of Winters Fiscal Impact Analysis Callahan Estates Subdivision", dated August 20, 2003. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.~~

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

~~1. Subject to the provisions of b.3., below, from the escrow for the sale of each residential unit to a third party the Developer will pay to the City the sum of Eight Thousand Six Hundred ($8,600.00).~~

~~2. The City will invest the amounts received under this section in an annuity, or other similar investment, which will create a stream of income to be paid into the City's General Fund to pay for the increase in the cost of municipal services resulting from the development of Callahan Estates.~~

~~3. The amount of Eighty-six Hundred Eighty Dollars ($8,680.00) will be adjusted with the first closing of a residential unit to a third party and on or before April 30 of each subsequent year to take into account rising assessed values resulting from increased new home prices within Callahan Estates, if any. The formula for making this adjustment is set forth in Exhibit G.~~

~~c. At the end of the third year after the recording of this Agreement, the City will prepare an updated fiscal analysis. The amount set forth in subsection b. 4., as may be amended from time to time by the formula set out in Exhibit G, shall be modified according to the results of that analysis.~~

For the purpose of constructing the Joint Improvements as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall use best efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement." The Joint Cooperative Development and Reimbursements Agreement shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of the Owner's ~~three~~two respective projects until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all the Owners, or the Owner applying for

a final map can show to the reasonable satisfaction of the City Manager that it has used best efforts to enter into said agreement but has been unable to agree to terms with the other Owners.

~~Section 4.6 Payment to Library Fund.~~

~~Prior to recording of the final map for Callahan Estates (or the first phase, as the case may be) the Developer shall pay to the City the sum of Sixty-seven Thousand Four Hundred Fifty-nine Dollars ($67,459.00). This amount shall be kept in a specific designated account and used solely for constructing, maintaining, and/or improving a public library facility in the City of Winters.~~

~~Section 4.6~~Section 4.7 ~~Section 4.7~~ Wastewater Treatment Plant Expansion.

a. ~~a.~~ Wastewater (sewage) from Callahan Estates will be treated in ~~an~~the City's ~~expanded and upgraded~~ Wastewater Treatment Plant ("WTP"), which may be expanded in the future. The WTP Master Plan was updated in 2015, which updated the available capacity of the WTP and determined what the next phase of WTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for the expansion. The expansion ~~to~~will be built by the City using sewer impact fees collected from the developers of property within the City of Winters. The Developer shall be required to pay sewer impact fees in effect at the time of the first Final Map.

~~a.~~b. Wastewater from Callahan Estates will eventually flow to the ~~expanded and upgraded~~ WTP through conveyance facilities to be constructed to the north of The Property across adjacent property commonly referred to as Winters Highlands.

~~b.~~ Winters Highlands is expected to construct the conveyance improvements north to the WTP prior to the Callahan Estates moving forward. However, if ~~b. The Developer shall be required to pay all applicable sewer impact fees.~~

~~c.~~ ~~c. Neither the WTP expansion and upgrade, nor~~ the facilities through Winters Highlands, are not ~~expected to be~~ completed by the time the first residential unit of Callahan Estates requires sewer treatment. ~~To facilitate the treatment of sewage from Callahan Estates pending the expansion and upgrade of the WTP and the construction of facilities across Winters Highlands,~~ then the Developer shall install all wastewater conveyance facilities north of the Property to the WTP as determined by the City Engineer to be necessary to serve Callahan Estates, subject to a *pro rata reimbursement from others as provided in Section 3.10.* The City Engineer shall determine the *pro rata* share to be borne by each participating developer and shall allocate each share accordingly. Such facilities include, but are not limited to, the installation of the West Main SS Pump Station "A" and the sewer force mains. ~~may, at its sole cost and expense and without reimbursement or fee credit from the City, connect to the City's existing sewage collection facilities located to the south of The Property on Grant Avenue. This will be an interim connection only. All necessary improvements to the Grant Avenue facilities as determined by the City Engineer will be paid by the Developer.~~

~~d.~~ ~~d. When the WTP is expanded and upgraded, and the facilities across Winters Highlands are installed, sewage from Callahan Estates will be redirected to the new facilities. This will be the permanent connection. The cost of disconnecting the interim connection and connecting to the permanent connection will be paid by the Developer. Since the time for construction of the new facilities~~

~~described above is unknown, the City Engineer may require the Developer to post security in the amount determined to be the cost of connecting to the permanent connection. Such security, if required, will be posted at the time of the filing of the final subdivision map for Callahan Estates (or the first phase, as the case may be).~~

~~e.~~ ~~e. If the Developer chooses not to construct the interim connection to the south of The Property, then the Developer shall install all wastewater conveyance facilities to the north of The Property as determined by the City Engineer to be necessary to serve the Callahan Estates, subject to a *pro rata* reimbursement as provided by section 3.10. Such facilities include, but are not limited to, the installation of a regional pump station at Niemann St./Railroad Avenue.~~

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

~~Section 4.7~~Section 4.8 ~~Section 4.8~~ Urban Water Management Plan.

~~a.~~ ~~The Developer shall pay its *pro rata* share, based on number of units in relation to Hudson/Ogando, Winters Highlands, and Creekside, of the cost for preparation of a City Urban Water Management Plan ("Management Plan"). Payment shall be due and payable no later than the date upon which the final map for Callahan Estates (or the first phase, as the case may be) is recorded. The Developer shall be entitled to a *pro rata* reimbursement of the cost of the Management Plan to be paid by other developments benefiting from the Management Plan, but only those commonly identified as Winters Highlands and Hudson-Ogando, as provided by section 3.10.~~issuance of the 50th market rate unit building permit.No later than the issuance of the 50th building permit for the

Callahan Estates Subdivision the Developer shall pay to the City its *pro rata* share of ninety thousand dollars ($90,000) for the cost of a City Urban Water Master Plan.

Section 4.9 Water Well.

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 121 and 40- (Mitigation Measure 21), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.11.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of $615,313.03 (reduced to $361,676.03 as a result of credits being transferred to Winters Ranch), which amount shall entitle Developer to receive fee credits. ~~Notwithstanding section~~Notwithstanding section 3.11(f) of the Development Agreement, Developer shall be entitled to apply credits ~~against any~~against any water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. ~~b.~~ The amount and timing of reimbursement ~~under this section shall be subject to a separate~~for funds advanced by Developer and related to the

construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement ~~between the City and the~~in accordance with section 4.10 (d) above and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

~~a. ,~~

~~b.~~

~~Flood Overlay Zone; Payment of Impact Fees.~~

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

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

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

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

~~Masonry WallThe Developer is responsible for the cost and construction of a six foot tall masonry wall and landscaping along the north and east sides of the mobile home park for the Hudson Ogando Subdivision. The City has constructed the masonry wall along the east side of the Mobile Home Park. The Developer shall complete construction of the construction of the masonry wall and installation of~~

~~landscaping concurrently with the issuance of the first building permit, in satisfaction of Conditions of Approval No. 47.~~

Section 4.10 ~~Section 4.9 Water Well.~~

~~a. A water well will be constructed at the location to be determined by the City Engineer according to the design and specifications approved by the City. A potential well site is shown as Parcel X on the Callahan Estates Tentative Subdivision Map. The Developer understands and agrees that the well may, at the direction of the City Engineer, be built in some location other than Parcel X. Provision for the construction of the well and security for its construction shall be included in the agreement for the installation of public improvements which is entered into between the City and the Developer in connection with the recording of the final map for Callahan Estates (or the first phase, as the case may be). The City Engineer, in his sole discretion, shall determine whether the well will be built by the Developer or whether it will be built by a third party under contract with the City. The Developer shall be entitled to a *pro rata* reimbursement of the cost of the water well to be paid by other developments benefiting from it, including, but not limited to, those commonly identified as Winters Highlands, Hudson-Ogando, and Creekside, as provided by section 3.10.~~

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

~~Section 4.11 Masonry Wall~~

~~The Developer is responsible for the cost and construction of a six foot tall masonry wall and landscaping along the north and east sides of the mobile home park for the Hudson-Ogando Subdivision. The City has constructed the masonry wall along the east side of the Mobile Home Park. The Developer shall complete construction of the construction of the masonry wall and installation of landscaping concurrently with the issuance of the first building permit, in satisfaction of Conditions of Approval No. 47.~~ ~~Section 4.10Pedestrian Circulation and Safety~~Taylor Street Improvements.

~~a. Subject to the provisions of Section 3.8, the Developer shall construct pedestrian circulation and safety improvements at the intersection of Grant Avenue and Morgan Street according to one of the four options selected by the City Engineer as those options are described in the Morgan Street Area Circulation Study, July 1999.~~

~~b. The Developer may receive, but is not guaranteed, a *pro rata* reimbursement for these improvements from other developments benefiting from it, including, but not limited to those commonly identified as Winters Highlands, Hudson-Ogando, and Creekside, as provided by section 3.10.~~

~~c. The amount and timing of reimbursement under this section, if any, shall be subject to a separate reimbursement agreement between the City and the Developer.~~

Taylor "A" Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, is no longer applicable, and a realignment of Taylor Street was approved by the City and incorporated into the Hudson-Ogando plans. The revised alignment is included on a revised Tentative Map dated August 17, 2015 and shall be constructed as part of the Callahan Estates

Development ~~and shall be constructed~~ with the same cross section dimensions with the ped/bike landscape corridor on the west side and the sidewalk on the east side. ~~The Hudson-Ogando development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway.~~

ARTICLE 5~~ARTICLE 5~~
DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 ~~Section 5.1~~ Application of Article.

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

Section 5.2 ~~Section 5.2~~ City's Remedies.

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

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

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

3. ~~3.~~ Specific performance as provided in subsection c.

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

5. ~~5.~~ A action for damages as provided in subsection d.

b. ~~b.~~ Default by the Developer.

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

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

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

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

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

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

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

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

Section 5.3 ~~Section 5.3~~ Developer's Remedies.

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

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

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

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

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

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

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

ARTICLE 6~~ARTICLE 6~~
HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 ~~Section 6.1~~ Limitation of Legal Relationship.

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

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

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

Section 6.2 ~~Section 6.2~~ No Liability for Acts of the Developer.

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

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

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

Section 6.3 ~~Section 6.3~~ Duty to Defend Challenges to this Agreement.

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

~~b.~~ The Parties

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

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

d. ~~d.~~ Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto.

e. ~~e.~~ Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter. ~~However, nothing herein obligates the Developer, should the City tender its defense to the Developer, to defend the action if it determines that it is in its best interests not to do so.~~

SIGNATURE PAGE TO FOLLOW~~**DEVELOPER**~~

~~**WINTERS INVESTORS, LLC**~~

~~By:~~ _____

~~Its:~~ _____

~~Dated:~~ _____

~~**CITY OF WINTERS**~~

~~By:~~ _____

~~Mayor~~

~~Dated:~~ _____

"DEVELOPER"
TURNING POINT ACQUISITIONS V, LLC, a California limited liability company

By: _____

Its: _____

Dated: _____

"CITY"

CITY OF WINTERS, a municipal corporation

By: _____
Mayor

Dated: _____

Attest: _____
City Clerk

Approved as to form:

_____
Ethan Walsh, City Attorney

~~Attest:~~

_____

~~City Clerk~~

~~This Agreement was adopted by Ordinance No. _____ of the City Council of the City of Winters. Ordinance No. _____ was adopted on _____, 2005 and is effective on the date it is recorded with the Yolo County Recorder.~~

LIST OF EXHIBITS~~:~~

~~EXHIBIT~~ A Map of Callahan Property

~~EXHIBIT~~ B Legal Description of Callahan Property

~~EXHIBIT~~ C Callahan Estates Tentative Subdivision Map

~~EXHIBIT~~ D~~:~~ Conditions of Approval, Including Mitigation Measures

~~EXHIBIT E School Agreement~~

~~EXHIBIT F Map of 2.6 +/- Parcel~~

~~EXHIBIT G Annuity Adjustment Formula~~

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 2/18/2016 9:59:24 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS:iw://iManage/iManage/5374677/3	
Modified DMS: iw://iManage/iManage/24471502/1	
Changes:	
Add	479
~~Delete~~	416
~~Move From~~	14
Move To	14
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	924

RESOLUTION NO. 2016-01

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WINTERS RECOMMENDING TO THE CITY COUNCIL APPROVAL OF AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION AND APPROVAL OF AN AMENDED TENTATIVE SUBDIVISION MAP

WHEREAS, the Winters Planning Commission held a duly noticed public hearing on April 26, 2016 to review and consider recommending to the City Council approval of the proposed Amended and Restated Development Agreement and amended Tentative Map Subdivision Map for the Callahan Estates Subdivision; and

WHEREAS, the Planning Commission reviewed and considered a proposal to amend various provisions of the exiting Development Agreement, which includes the First and Second Amendments, for the Callahan Estates Subdivisions, including extending the existing term, differing the payment of impact fees, amendments regarding the provisions of certain infrastructure improvements and financial contributions for related purposes; and

WHEREAS, the Planning Commission further reviewed and considered a proposal to amend the existing Tentative Subdivision Map for Callahan Estates by reducing the number of lots from 111 to 109; and

WHEREAS, the Planning Commission found the amendments in the Amended and Restated Development Agreement and to the Tentative Subdivision Map were not significant to require any additional environmental review; and

WHEREAS, proper notice of this public hearing was given in all respects required by law; and

WHEREAS, the Planning Commission has reviewed all written evidence and all oral testimony presented to date.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve the Amended and Restated Development Agreement for the Callahan Estates Subdivision, attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED, that the Planning Commission of the City of Winters, based on substantial evidence in the administrative record of proceedings and pursuant to its independent review and consideration, recommends that the City Council approve the Amended Tentative Map for the Callahan Estates Subdivision, attached hereto as Exhibit 2.

BE IT FURTHER RESOLVED, that the Planning Commission recommends that the City Council find that based on substantial evidence in the administrative record of the proceedings the Amended and Restated Development Agreement and amended Tentative Map do not require any additional environmental review.

PASSED and ADOPTED, by the Planning Commission of the City of Winters at a regular meeting on the 26th day of April 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____

Chairperson

ATTEST:

_____

Planning Commission Secretary

Exhibits 1 and 2 are not included with Planning Commission Resolution

RESOLUTION NO. 2016-15

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AMENDED TENTATIVE SUBDIVISION MAP FOR THE CALLAHAN ESTATES SUBDIVISION

WHEREAS, on March 15, 2005, the City Council of the City of Winters adopted Resolution No. 2005-07 approving, among other things, Tentative Subdivision Map No. 4508 for the Callahan Estates Subdivision (the "Tentative Map"); and

WHEREAS, on March 22, 2016, Turning Point Acquisitions V, LLC (the "Developer") filed an application requesting certain revisions to the Tentative Map to remove two (2) lots from the Tentative Map, which would reduce the total number of lots from 111 to 109 (the "Amended Tentative Map"), and make certain revisions to the existing development agreement governing the Callahan Estates Subdivision through an Amended and Restated Development Agreement to entered into by and between the Developer and the City; and

WHEREAS, the Amended Tentative Map is in the form attached hereto as **Exhibit A**; and

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

WHEREAS, on April 26, 2016, the Planning Commission of the City of Winters ("Planning Commission") conducted a duly noticed public hearing on the Amended Tentative Map and the Amended and Restated Development Agreement at which time all persons wishing to testify in connection with the Amended Tentative Map and the Amended and Restated Development Agreement were heard and the Amended Tentative Map and the Amended and Restated Development Agreement were comprehensively reviewed;

WHEREAS, on April 26, 2016, the Planning Commission also considered the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-06) adopted on March 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement
and

WHEREAS, following said public hearing, the Planning Commission recommended on a 7-0 vote that the City Council approve the Amended Tentative Map and the Amended and Restated Development Agreement; and

WHEREAS, on May 17, 2016, the City Council conducted a duly noticed public hearing on the Amended Tentative Map and the Amended and Restated Development Agreement At

which time all persons wishing to testify in connection with the Amended Tentative Map and the Amended and Restated Development Agreement were heard and the Amended Tentative Map and the Amended and Restated Development Agreement were comprehensively reviewed; and

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

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

SECTION 1. Based on the entire record before the City Council, all written and oral evidence presented to the City Council, the City Council hereby approves Amended Tentative Map as depicted in **Exhibit A**.

SECTION 2. Except as specifically amended herein, the Tentative Map, all Findings of Fact approved by the City Council therewith, and all other approvals and conditions approved by the City pursuant to Resolution No 2005-07 remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 17th day of May, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Cecilia Aguiar-Curry, Mayor
City of Winters

ATTEST:

_____
Nanci G. Mills, City Clerk

EXHIBIT B

LEGAL DESCRIPTION

Legal Description of Land

Real property in the City of Winters, County of Yolo, State of California, described as follows:

PARCEL ONE:

THAT REAL PROPERTY SITUATE IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN, AND BEING A PORTION OF PARCEL M, AS IT APPEARS IN DOC-2006-0041745-00, AND BEING A PORTION OF PARCEL "2", AS IT APPEARS IN DOC-2004-0005956-00, YOLO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL M, MARKED BY A 5/8" REBAR WITH CAP RCE 32067; THENCE SOUTH 89°58'26" EAST 471.50 FEET, ALONG THE NORTHERLY LINE OF SAID PARCEL; THENCE NORTH 24°01'00" WEST 28.50 FEET; THENCE, NORTHEASTERLY ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET WHICH BEARS NORTH 24°01'00" WEST, HAVING A CENTRAL ANGLE OF 18°34'33" AND AN ARC LENGTH OF 97.26 FEET; THENCE SOUTH 40°06'32" EAST 104.15 FEET; THENCE, SOUTHEASTERLY ALONG A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 10°21'01" AND AN ARC LENGTH OF 64.13 FEET; THENCE NORTH 59°59'53" EAST 105.66 FEET; THENCE SOUTH 89°58'26" EAST 240.75 FEET TO A 5/8" REBAR WITH CAP RCE 32067 MARKING THE NORTHEAST CORNER OF SAID PARCEL M; THENCE, ALONG THE EASTERLY LINE OF SAID PARCEL, SOUTH 00°13'16" EAST 1052.10 FEET TO AN ANGLE POINT ON THE SOUTHEASTERLY LINE OF SAID PARCEL M; THENCE, SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE, ALONG A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 1,196.28 FEET WHICH BEARS SOUTH 36°27'17" EAST HAVING A CENTRAL ANGLE OF 03°36'56" AND AN ARC LENGTH OF 75.49 FEET; THENCE, CONTINUING ALONG SAID SOUTHEASTERLY LINE, SOUTH 49°55'47" WEST 138.95 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL M; THENCE, ALONG SAID SOUTHERLY LINE, SOUTH 89°38'14" WEST 15.44 FEET; THENCE, LEAVING SAID SOUTHERLY LINE, NORTH 00°27'27" EAST 80.30 FEET; THENCE NORTH 44°53'33" WEST 28.46 FEET; THENCE SOUTH 89°45'26" WEST 50.02 FEET; THENCE SOUTH 00°14'34" EAST 110.68 FEET; THENCE SOUTH 89°38'14" WEST 463.23 FEET; THENCE NORTH 81°44'41" WEST 66.73 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID PARCEL M, SAID LINE ALSO BEING THE NORTHERLY LINE OF SAID PARCEL "2"; THENCE , ALONG SAID COMMON LINE, SOUTH 89°38'14" WEST 196.57 FEET TO A 5/8" REBAR WITH CAP RCE 32067 MARKING THE SOUTHWEST CORNER OF SAID PARCEL M; THENCE, ALONG THE WESTERLY LINE OF SAID "PARCEL M, NORTH 00°14'34" WEST 1,193.86 FEET TO THE POINT OF BEGINNING, AND DESCRIBED IN THAT CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 1, 2007 AS INSTRUMENT NO. 2007-0004208, OFFICIAL RECORDS.

PARCEL TWO:

THAT REAL PROPERTY SITUATE IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA, BEING A PORTION OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN, AND BEING A PORTION OF PARCEL "2", AS SAID PARCEL APPEARS IN THAT CERTIFICATE OF COMPLIANCE FOR LOT LINE ADJUSTMENT, DOC-2004-0005956-00, AND BEING A PORTION OF PARCEL M, AS SAID PARCEL APPEARS IN DOC-2006-0041745-00, YOLO COUNTY RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL "2", SAID POINT BEARS NORTH 89°38'14" EAST 126.71 FEET FROM A 5/8" REBAR WITH CAP RCE 32067 MARKING THE SOUTHWEST CORNER OF SAID PARCEL M; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHERN LINE OF SAID PARCEL "2", ALSO BEING THE SOUTHERN LINE OF SAID PARCEL M, NORTH 89°38'14" EAST 69.86 FEET; THENCE, LEAVING SAID COMMON LINE, SOUTH 81°44'41" EAST 66.73 FEET; THENCE NORTH 89°38'14" EAST 463.23; THENCE NORTH 00°14'34" WEST 110.68 FEET; THENCE NORTH 89°45'26" EAST 50.02 FEET; THENCE SOUTH 44°53'33" EAST 28.46 FEET; THENCE SOUTH 00°27'27" WEST 80.30 FEET TO THE NORTHEAST CORNER OF SAID PARCEL "2"; THENCE, ALONG THE EASTERN LINE OF SAID PARCEL"2", SOUTH 00°05'31" EAST 80.56 FEET TO THE SOUTHEASTERLY CORNER OF SAID PARCEL "2"; THENCE, ALONG THE SOUTHEASTERLY LINE OF SAID PARCEL "2", SOUTH 50°29'29" WEST 864.83 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL "2"; THENCE, ALONG THE WEST LINE OF SAID PARCEL "2", NORTH 00°05'31" WEST 626.53 FEET TO THE POINT OF BEGINNING, AND DESCRIBED IN THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED FEBRUARY 1, 2007 AS INSTRUMENT NO. 2007-0004208, OFFICIAL RECORDS.

PARCEL THREE:

LOT NO. 3, "BANK OF YOLO SUBDIVISION", OF A PART OF THE SOUTH HALF OF SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, M.D.B.&M.

EXCEPTING THEREFROM, THE WEST 25 FEET OF SAID LOT 3, AND ALL THAT PORTION OF LOT 3 THAT LIES NORTH OF THE LINE OF THE SO-CALLED WINTERS AND UKIAH CO.'S GRADE OR RIGHT OF WAY AS THE SAME IS LOCATED THROUGH LOT 3;

ALSO EXCEPTING, THE RIGHT OF WAY OF THE WINTERS AND UKIAH RAILROAD COMPANY ACROSS SAID LAND.

REFERENCE IS HEREBY MADE TO THE OFFICIAL MAP OF SAID SUBDIVISION FILED IN THE RECORDER'S OFFICE, YOLO COUNTY, CALIFORNIA, ON JUNE 20, 1902, IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 23.

FURTHER EXCEPTING FROM THE ABOVE DESCRIBED, THE FOLLOW:

(a) A PORTION OF LOT 3 OF THE BANK OF YOLO SUBDIVISION AS DELINEATED ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 23, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID LOT 3 OF THE BANK OF YOLO SUBDIVISION, SAID POINT BEARS NORTH 65° 20' EAST, 27.51 FEET FROM THE SOUTHWEST CORNER OF SAID TO 3 OF THE BANK OF YOLO SUBDIVISION; THENCE NORTH 1364.58 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE WINTERS SAID LOT 3 OF THE BANK OF YOLO SUBDIVISION; THENCE SOUTH 65° 20' WEST, 33.01 FEET TO THE POINT OF B GINNING, AND CONTAINING 0.935 ACRES, MORE OR LESS, (CONVEYED TO ROY ORR AND WIFE, BY DEED RECORDED APRIL 26, 1954 IN BOOK 421 OF OFFICIAL RECORDS, AT PAGE 30).

(b) A PORTION OF LOT 3 OF THE BANK OF YOLO SUBDIVISION AS DELINEATED ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF YOLO COUNTY, CALIFORNIA, AND PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE EAST LINE OF TAYLOR STREET AND THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 128 AS SHOWN ON THAT CERTAIN MAP OF UNIT ONE MAJOR VISTA SUBDIVISION, FILED IN BOOK 4 OF MAPS, AT PAGE 78, YOLO COUNTY RECORDS; THENCE NORTH 65° 17' 42" EAST, ALONG THE NORTH RIGHT OF WAY LINE OF STATE HIGHWAY NO. 128, 556.44 FEET; THENCE NORTH 24° 42' 18" WEST, 115.98 FEET; THENCE SOUTH 65° 17' 42" WEST, 15.00 FEET; THENCE NORTH 0° 03' 41 WEST, 764.98 FEET; THENCE SOUTH 89° 56' 19" WEST, 343.77 FEET; THENCE SOUTH 0° 03' 41" EAST, 976.15 FEET; THENCE SOUTH 89° 56' 19" WEST, 100.00 FEET TO A POINT ON THE EAST LINE OF TAYLOR STREET; THENCE SOUTH 0° 03' 41" EAST, ALONG SAID EAST LINE OF TAYLOR STREET, 120.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.00 ACRES, ORE OR LESS. (CONVEYED TO ALDEN W. LEH AND BEATRICE M. LINK BY DEED RECORDED OCTOBER 18, 1954 IN BOOK 435 OF OFFICIAL RECORDS, AT PAGE 582.)

(c) THAT PORTION OF LOT 3 OF THE BANK OF YOLO SUBDIVISION AS DELINEATED ON THAT CERTAIN MAP FILED FOR RECORD IN BOOK 3 OF MAPS AND SURVEYS, AT PAGE 23, DESCRIBED AS FOLLOWS:

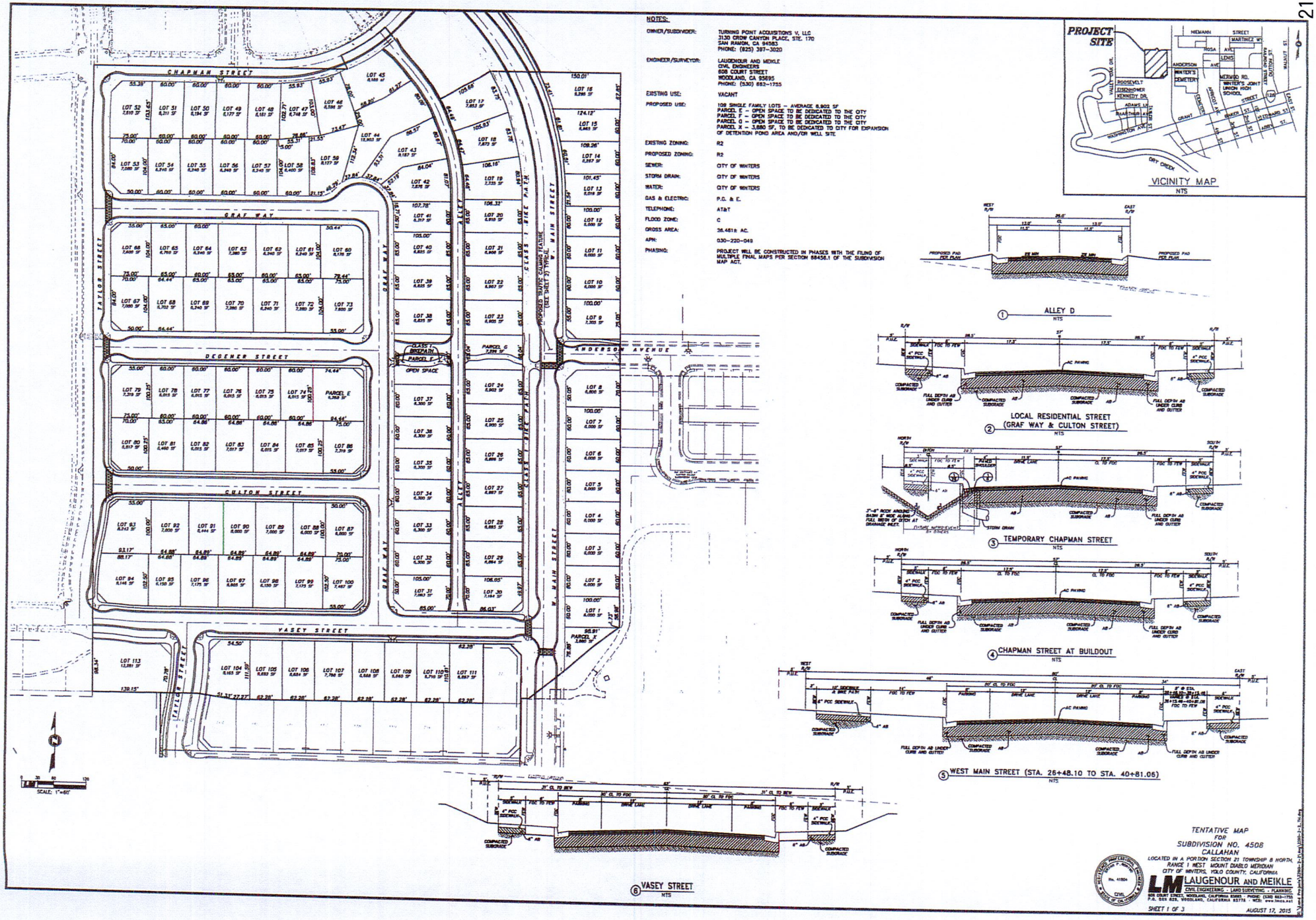
BEGINNING ON THE EASTERLY LINE OF TAYLOR STREET, AS SHOWN ON THE MAP OF MAJOR VISTA SUBDIVISION, AS PER MAP RECORDED IN BOOK 3 OF MAPS AND SURVEYS AT PAGE 23, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DISTANT THEREON NORTH 0° 03' 41" WEST, 120 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWESTERLY LINE OF STATE HIGHWAY NO. 128; THENCE NORTH 0° 03' 41" WEST, ALONG SAID EASTERLY LINE AND ITS NORTHERLY PRODUCTION, 923.16 FEET; THENCE NORTH 89° 56' 19" EAST, 100 FEET TO THE WESTERLY LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO ALDEN LEH, ET AL., BY DEED RECORDED OCTOBER 18, 1954 IN BOOK 435 OF OFFICIAL RECORDS, AT PAGE 582; THENCE SOUTH 0° 03' 41" EAST, ALONG SAID WESTERLY LINE, 923.16 FEET; THENCE SOUTH 89° 56' 19" WEST, 100 FEET TO THE POINT O BEGINNING. (CONVEYED TO C.M. SYAR, BY DEED RECORDED DECEMBER 30, 1954 IN BOOK 441 OF OFFICIAL RECORDS, AT PAGE 351.)

(d) THAT PORTION DEEDED TO THE CITY OF WINTERS IN DEEDS RECORDED FEBRUARY 11, 1986 IN BOOK 1751, PAGES 510 AND 511.

EXCEPTING THEREFROM PARCELS A AND B OF THAT GRANT DEED TO THE CITY OF WINTERS, A MUNICIPAL CORPORATION AND GENERAL LAW CITY, RECORDED APRIL 20, 2009 AS INSTRUMENT NO. 2009-0011357.

PARCEL THREE - A:

AN EASEMENT FOR ALLEY RIGHT OF WAY AS SET FORTH IN THE DOCUMENT ENTITLED "GRANT DEED" RECORDED APRIL 20, 2009 AS INSTRUMENT NO. 2009-0011357.



NOTES:

OWNER/SUBDIVIDER:	TURNING POINT ACQUISITIONS V, LLC 3130 CROW CANYON PLACE, STE. 170 SAN RAMON, CA 94583 PHONE: (925) 397-3020
ENGINEER/SURVEYOR:	LAUGENOUR AND MEIKLE CIVIL ENGINEERS 808 COURT STREET WOODLAND, CA 95695 PHONE: (530) 662-1755
EXISTING USE:	VACANT
PROPOSED USE:	108 SINGLE FAMILY LOTS – AVERAGE 6,902 SF PARCEL E – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL F – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL G – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL X – 3,880 SF, TO BE DEDICATED TO CITY FOR EXPANSION OF DETENTION POND AREA AND/OR WELL SITE
EXISTING ZONING:	R2
PROPOSED ZONING:	R2
SEWER:	CITY OF WINTERS
STORM DRAIN:	CITY OF WINTERS
WATER:	CITY OF WINTERS
GAS & ELECTRIC:	P.G. & E.
TELEPHONE:	AT&T
FLOOD ZONE:	C
GROSS AREA:	26.461± AC.
APN:	030-220-049
PHASING:	PROJECT WILL BE CONSTRUCTED IN PHASES WITH THE FILING OF MULTIPLE FINAL MAPS PER SECTION 66456.1 OF THE SUBDIVISION MAP ACT.

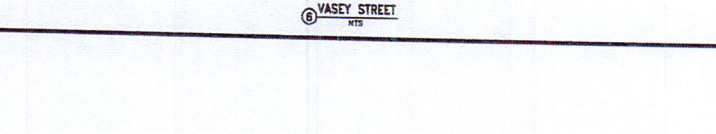
① ALLEY D
NTS

② LOCAL RESIDENTIAL STREET (GRAF WAY & CULTON STREET)
NTS

③ TEMPORARY CHAPMAN STREET
NTS

④ CHAPMAN STREET AT BUILDOUT
NTS

⑤ WEST MAIN STREET (STA. 26+48.10 TO STA. 40+81.06)
NTS

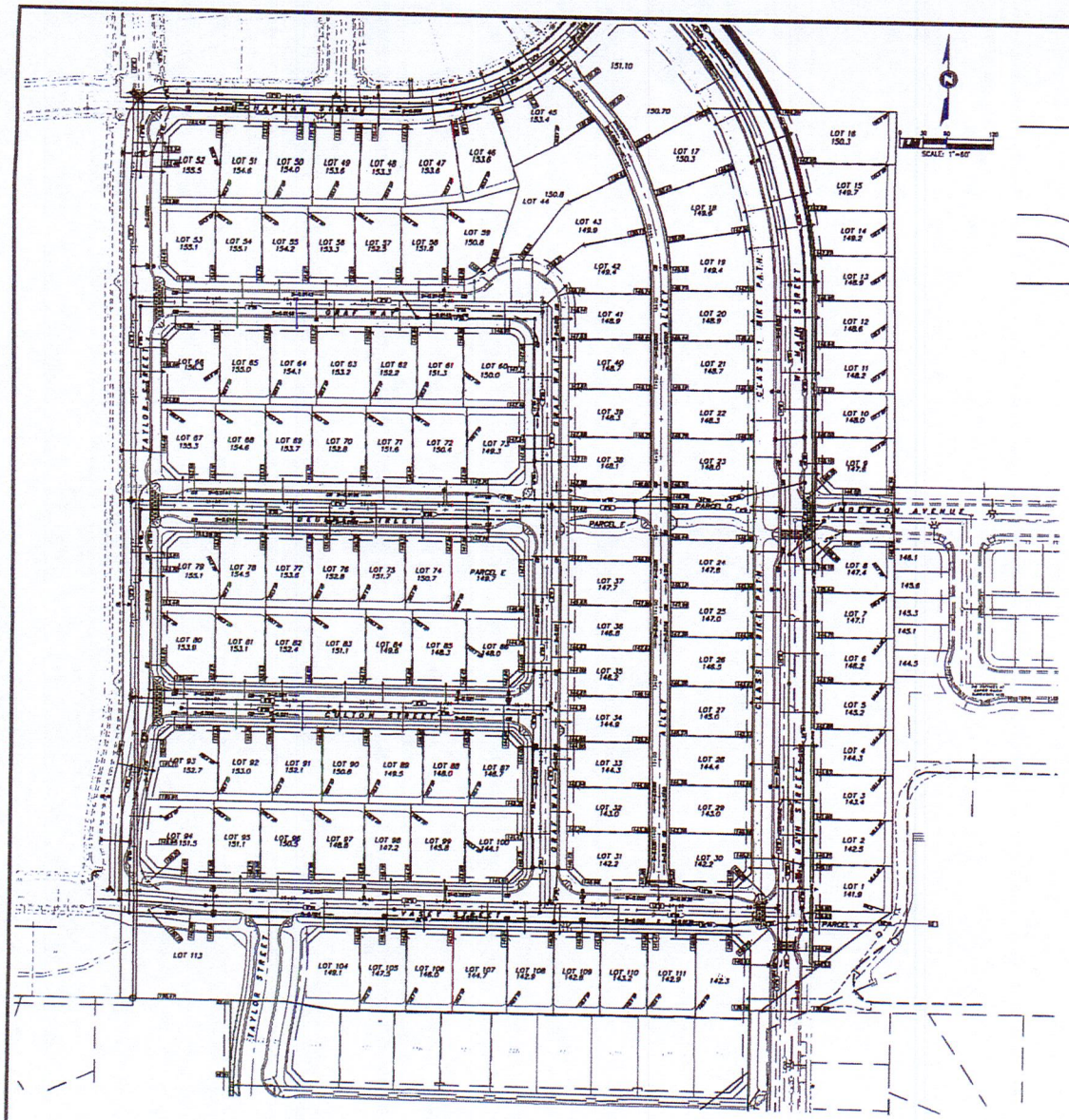


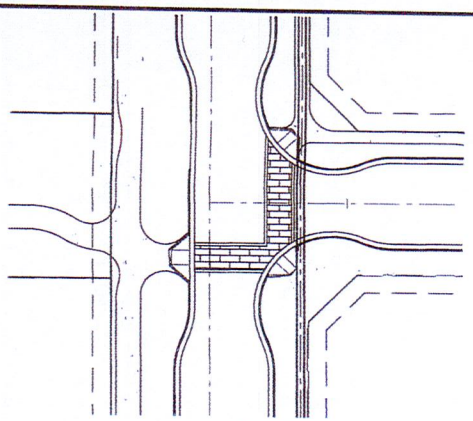
⑥ VASEY STREET
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 1 OF 3 AUGUST 17, 2015



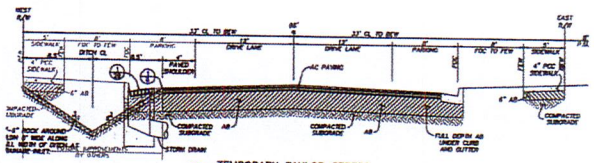


LEGEND:

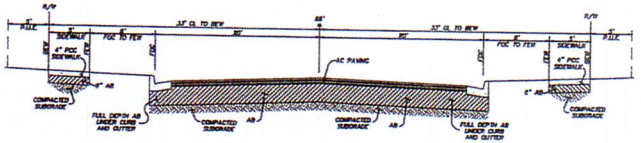
PROPOSED	EXISTING	DESCRIPTION
		STORM DRAIN AND MANHOLE
		SANITARY SEWER, MANHOLE & CLEANOUT
		FIRE HYDRANT AND VALVE ASSEMBLY
		WATER MAIN, VALVE, AIR RELEASE VALVE & BLOWOFF VALVE
		CATCH BASIN OR DRAINAGE INLET
		CURB INLET
		GRATE INLET
		FLOWLINE OF DITCH OR SWALE
		DIRECTION OF SURFACE DRAINAGE FLOW
		RIGHT OF WAY
		ROAD CENTERLINE
(145.7)		TOP OF CURB ELEVATIONS

PLAN VIEW
1"=50'

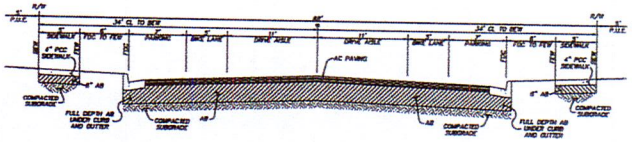
(A) TYPICAL DECORATIVE CROSSWALK



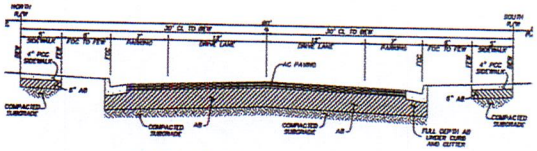
(7) TEMPORARY TAYLOR STREET
NTS



(8) TAYLOR STREET AT BUILDOUT
NTS



(9) DEGENER STREET
NTS

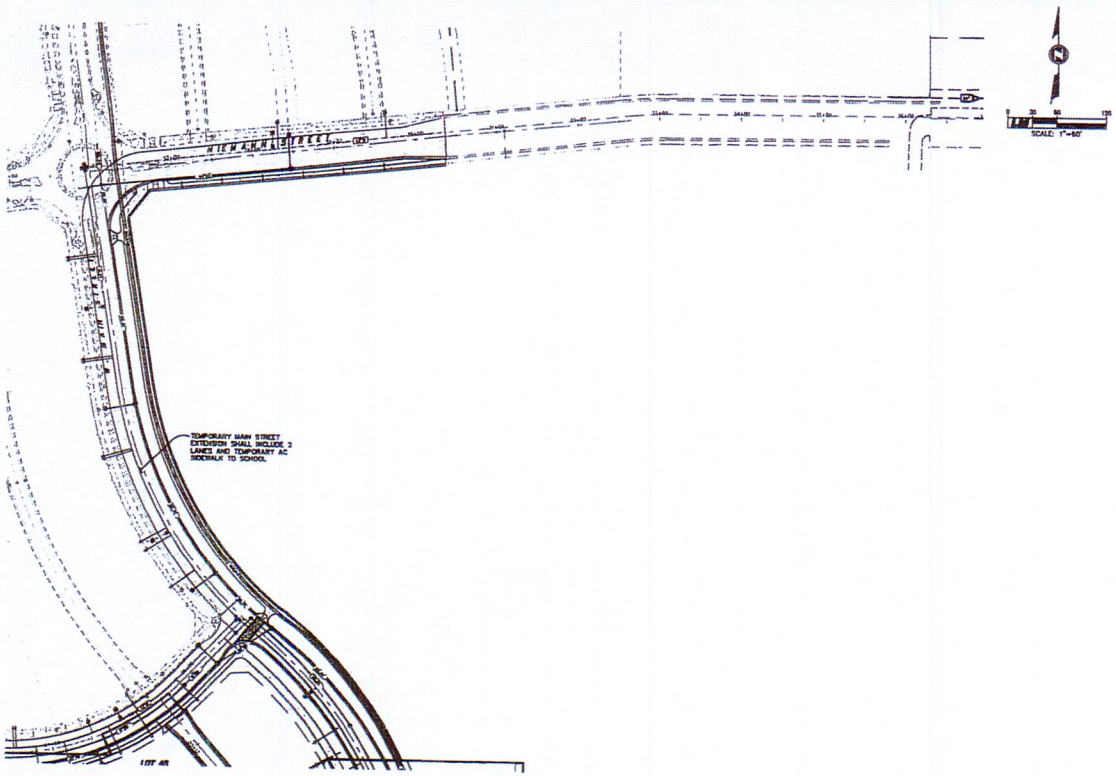


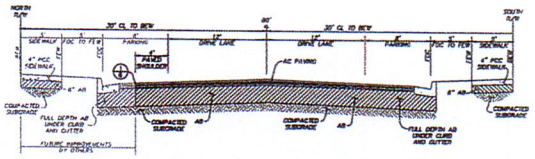
(10) ANDERSON AVENUE (STA. 31+00.00 TO 32+34.00)
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

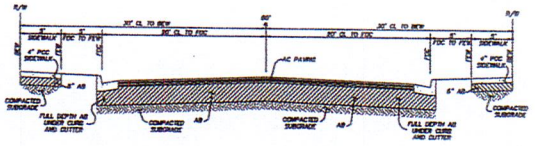
LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
508 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 661-1751
P.O. BOX 838, WOODLAND, CALIFORNIA 95776 WEB: www.lmea.net

SHEET 2 OF 3 AUGUST 17, 2015

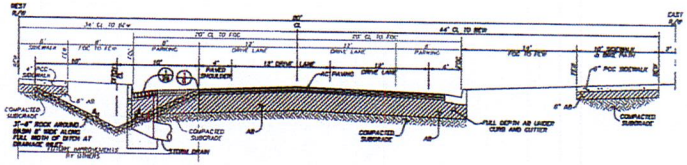




11 TEMPORARY NIEMANN STREET (STA. 25+98.92 TO 30+40.58)
NTS



12 NIEMANN STREET (STA. 25+98.92 TO 30+40.58) AT BUILDOUT
NTS



13 TEMPORARY WEST MAIN STREET (STA. 40+81.06 TO 46+94.31)
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 - PHONE: (530) 661-1791
P.O. BOX 935, WOODLAND, CALIFORNIA 95776 - WEB: www.lmcivil.com

SHEET 3 OF 3
AUGUST 17, 2015

ORDINANCE NO. 2016-05

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V, LLC FOR THE CALLAHAN ESTATES SUBDIVISION

WHEREAS, the City of Winters ("City") and Turning Point Acquisitions V, LLC ("Developer") entered into a Development Agreement, approved by Ordinance No. 2005-01 on April 5, 2005 and recorded in the Official Records of Yolo County as Document No. 2005-0026332-00, ("Development Agreement"), for land located at the western terminus of Anderson Avenue and commonly known as the Callahan Property (the "Project"), within the boundaries of the City of Winters; and

WHEREAS, the Development Agreement has been amended by a First Amendment to Development Agreement dated January 20, 2009 and recorded in the Official Records of Yolo County as Document No. 2009-007220-00, and a Second Amendment to Development Agreement dated August 20, 2013 and recorded in the Official Records of Yolo County as Document No. 2013-0032342-00 (collectively, the "Original Development Agreement").

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

WHEREAS, on April 26, 2016 the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Amended and Restated Development Agreement were heard and at which the Amended and Restated Development Agreement was comprehensively reviewed; and

WHEREAS, on May 17, 2016, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Amended and Restated Development Agreement were heard and at which the Amended and Restated Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council has reviewed and studied the environmental documents prepared for the Original Development Agreement and concluded that adopting the Amended and Restated Development Agreement will not result in any new significant environmental impacts and therefore requires no additional procedures under the California Environmental Quality Act ("CEQA").

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1. RECITALS. The recitals set forth above are true and correct and are incorporated as though fully set forth herein.

SECTION 2. ADOPTION OF AMENDED AND RESTATED DEVELOPMENT AGREEMENT. Pursuant to California Government section 65868, the City Council hereby approves the Amended and Restated Development Agreement, in the form attached hereto as **Exhibit A**.

SECTION 3. FINDINGS. Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amended and Restated Development Agreement promotes the public health, safety, and welfare of the community because the Amended and Restated Development Agreement will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

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

SECTION 4. CEQA. This Ordinance is not a project within the meaning of Section 15378 of the State of California Environmental Quality Act ("CEQA") Guidelines, because it has no potential for resulting in physical change in the environment, directly or indirectly. The City Council further finds, under Title 14 of the California Code of Regulations, Section 15061(b)(3), that this Ordinance is nonetheless exempt from the requirements of CEQA in that the activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. The City Council, therefore, directs that a Notice of Exemption be filed with the County Clerk of the County of Yolo in accordance with CEQA Guidelines.

SECTION 5. RECORDATION. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amended and Restated Development Agreement, the City Clerk shall record with the County of Yolo Recorder a copy of the Amended and Restated Development Agreement.

SECTION 6. 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 7. EFFECTIVE DATE. This Ordinance shall become effective thirty (30) days from and after its passage and adoption.

SECTION 8. PUBLICATION. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

The foregoing ordinance was introduced on May 17, 2016, and passed and adopted during a regular meeting of the City Council of the City of Winters on _____, 2016, by the following vote to wit:

AYES: Council Member(s):

NOES: Council Member(s):

ABSENT: Council Member(s):

ABSTAIN: Council Member(s):

City of Winters

_____
By: Cecilia Aguilar-Curry, Mayor

ATTEST:

_____
Nanci Mills, City Clerk

APPROVED AS TO FORM:

_____
Ethan Walsh, City Attorney

EXHIBIT "A"

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

DRAFT—FOR DISCUSSION PURPOSES

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

No fee for recording pursuant
to Government Code Section 27383

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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY OF WINTERS

AND

TURNING POINT ACQUISITIONS V, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

[CALLAHAN PROPERTY]

TABLE OF CONTENTS

		Page
ARTICLE 1.	DEFINITIONS	3
Section 1.1	Definitions	3
ARTICLE 2.	GENERAL PROVISIONS	7
Section 2.1	All Exhibits Deemed Incorporated by Reference	7
Section 2.2	Property to be Developed	7
Section 2.3	Agreement to be Recorded; Effective Date; Term	7
Section 2.4	Equitable Servitudes and Covenants Running With the Land	8
Section 2.5	Right to Assign; Non-Severable Obligations	8
Section 2.6	Amendment of the Agreement	9
Section 2.7	Whole Agreement; Conflict with Municipal Code	10
Section 2.8	Choice of Law; Venue; Attorneys' Fees; Dispute Resolution	10
Section 2.9	Notices	11
Section 2.10	Waivers	12
Section 2.11	Signatures	12
Section 2.12	Severability	12
Section 2.13	Unapproved Transfers Void	12
Section 2.14	Notice of Default to Mortgate, Deed of Trust or Other Security Interest Holders; Right to Cure	12
ARTICLE 3.	DEVELOPMENT OF THE PROPERTY	14
Section 3.1	Land Use Entitlements	14
Section 3.2	Consistency with General Plan	16
Section 3.3	Vested Rights of Developer	16
Section 3.4	Rights Retained by the City	17
Section 3.5	Other Vesting Laws Inapplicable	18
Section 3.6	Commencement and Phasing of Development	18
Section 3.7	Building Permits; Non-Market Rate Units	19
Section 3.8	Installation of Public Improvements	19
Section 3.9	Property for Public Improvements; Offsite Improvements	20
Section 3.10	Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed	21
Section 3.11	Subsequent Discretionary Approvals	23
Section 3.12	Review of Agreement	24
Section 3.13	Compliance with Government Code § 66006	24
Section 3.14	Subdivision Maps	24
Section 3.15	Deferral of Impact Fees	24

Page

ARTICLE 4. DEVELOPMENT OBLIGATIONS 25

Section 4.1 Schools. 25
Section 4.2 Park Land and Fees 25
Section 4.3 Public Safety 26
Section 4.4 Intentionally Omitted 26
Section 4.5 Installation of Conduit 26
Section 4.6 Cooperative and Reimbursement Agreement 26
Section 4.7 Wastewater Treatment Plant Expansion 27
Section 4.8 Urban Water Management Plan 29
Section 4.9 Water Well 29
Section 4.10 Taylor Street Improvements 30

ARTICLE 5. DEFAULT; REMEDIES; TERMINATION 30

Section 5.1 Application of Article. 30
Section 5.3 City's Remedies 30
Section 5.4 Developer's Remedies 33

ARTICLE 6. HOLD HARMLESS AND INDEMNIFICATION 34

Section 6.1 Limitation of Legal Relationship 34
Section 6.2 No Liability for Acts of the Developer 35
Section 6.3 Duty to Defend Challenges to this Agreement 35

EXHIBITS

A Map of Callahan Property
B Legal Description of Callahan Property
C Callahan Estates Tentative Subdivision Map
D Conditions of Approval, Including Mitigation Measures

DRAFT—FOR DISCUSSION PURPOSES

AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V, LLC RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE CALLAHAN PROPERTY

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

FACTS AND CIRCUMSTANCES

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

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.

2. The Developer is in the business of developing residential communities in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents.

3. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Callahan Property and further depicted in Exhibit A and described in Exhibit B to this Agreement, is through the

use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864) [entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

4. In order to meet these needs, the City and Developer entered into a Development Agreement approved by Ordinance No. _____ on _____, 2005 and recorded in the Official Records of Yolo County as Document No. 2005-0026332-00, which Development Agreement has been amended by a First Amendment to Development Agreement dated January __, 2009 and recorded in the Official Records of Yolo County as Document No. _____, and a Second Amendment to Development Agreement dated _____ 2013 and recorded in the Official Records of Yolo County as Document No. _____ (collectively, the "Original Development Agreement").

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

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

discretionary control and police power authority to protect the health, safety, and general welfare.

ARTICLE 1
DEFINITIONS

Section 1.1 Definitions.

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

1. "Agreement" means this Development Agreement.

2. "Application fees" means the amount paid by the Developer for the processing of any Land Use Entitlement or for an amendment to this Agreement.

3. "Building Permit" means the ministerial permit issued for the construction of a residential housing unit or other structure upon the payment of all applicable fees.

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

5. "Callahan Estates" means the single family residential development created by the Callahan Estates Tentative Subdivision Map.

6. "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (e.g., the term "City Engineer" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

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

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

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

10. "Conditions of Approval" means the conditions placed on the approval of the Callahan Estates Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

11. "Developer" means TURNING POINT ACQUISITIONS V LLC, a California limited liability company, and/or its successor(s) in interest.

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

13. "Final Subdivision Map" or "Final Map" means the map submitted to the City which, once approved under the City's Subdivision Ordinance and the Subdivision Map Act, is recorded in the Official Records of Yolo County and legally creates the residential lots, streets, and other land use features shown on it.

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

15. "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval issued by the City for the development of the Property under its ordinances, resolutions, or other rules and regulations, or under applicable State and/or federal law.

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

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

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

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

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

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

22. "Phase" means a portion of the Callahan Estates Tentative Subdivision Map that is reduced to a final subdivision map.

23. "Property" means the property commonly known as the Callahan Property, Yolo County Assessor's Parcel No. 030-220-22, and is more specifically shown and described in Exhibits A and B.

24. "Public Improvements" or "Infrastructure" means facilities constructed or to be constructed for use in accommodating residential use on the Property, including but not limited to roads, sewer and water lines and traffic signals.

25. "Vesting law" means any State or federal law that gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

ARTICLE 2
GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Callahan Property, Yolo County Assessor's Parcel No. 030-220-22. A map showing the location and boundaries of the Property is attached as Exhibit A and a legal description describing the Property is attached as Exhibit B. In this Agreement the Callahan Property will, in most instances, be referred to simply as the "Property."

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

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County, and upon recordation of this Agreement, it shall replace and supersede the Original Development Agreement in its entirety, and the Original Development Agreement shall be of no further force and effect.

b. The term of this Agreement shall expire on December 31, 2021, unless otherwise extended in accordance with State law and City ordinances.

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-Severable Obligations.

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

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

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

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

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

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

Section 2.6 Amendment of the Agreement.

This Agreement may be amended from time to time with the mutual written consent of both Parties as provided by Government Code section 65868 and Section 15.72.210 (Amendment or Cancellation by Mutual Consent) of the Winters Municipal Code. The cost by the City in processing a proposed amendment shall be paid by the Developer. The Developer shall pay normal Application fees.

Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

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

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

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

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

Section 2.9 Notices.

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

1. Via certified U.S. Mail, return receipt requested.

2. Via an overnight mail service of the type normally used by the business community, such as Federal Express or UPS Overnight.

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

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

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

Turning Point Acquisitions V LLC
3314 Freeman Road
Walnut Creek, CA 94595
Attn: Jim Hildenbrand
Telephone (925) 639-4204

Section 2.10 Waivers.

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

Section 2.11 Signatures.

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

Section 2.12 Severability.

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developer from its obligations to indemnify the City under this Agreement.

Section 2.13 Unapproved Transfers Void.

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

Section 2.14 Notice of Default to Mortgage, Deed of Trust or Other Security Interest Holders; Right to Cure.

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

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Entitlements.

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

1. This Amended and Restated Development Agreement (Ordinance No. 2016-__ adopted _____, 20__ and effective on _____, (the "Enacting Ordinance")).

2. An exclusion for the Property from the West Central Master Plan.

3. A rezoning to add a Planned Development (PD) overlay zone to allow for a subdivision in which the average lot size does not meet the minimum requirement of the zone (7,000 square feet) and to allow for one lot (Lot 1) which does not meet the width requirement (60 feet).

4. The approval of a Planned Development Permit for an unlimited term pursuant to the requirements of Section 17.48.050.A.1 and .2 of the Zoning Ordinance and Conditions of Approval.

5. An amendment to the Circulation Master Plan (May 19, 1992) and Standard Cross-Sections (adopted October 2, 2011) to remove the requirement for on-street Class II bike lanes on West Main Street and replace with off-street Class I bike path.

6. An amendment to the Bikeway System Master Plan (January 2013) text and Figure 3 to identify a Class I bike path along West Main Street and Class II bike lanes along Anderson Avenue.

7. Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into 109 single-family lots; Parcels E, F, and G (Open Space Lots); and Parcel X (detention pond/sewer force main). The 109 single-family lots will be market rate units, of which 10 must be made available to local builders as defined by the City's land use regulations.

8. A lot line adjustment on the south property line to exchange Parcel A for Parcel B from the adjoining Ogando/Hudson property.

9. Subsequent discretionary approvals (such as design review) pursuant to the City's generally applicable land use regulations.

b. The Developer may apply for an receive one final subdivision map for Callahan Estates, or the Developer may choose to file separate final maps for various phases of Callahan Estates. If the Developer chooses to file final maps by phase, the number of phases and the size of each shall be at the discretion of the Developer, subject to the requirement for adequate infrastructure as provided in Section 3.8.

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

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

a. The Developer shall, solely with respect to the Property, have the right to the following land use entitlements regardless of subsequent amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City.

1. The right to the number of single family residential lots, dwelling units, and the density of development (dwelling units per acre) of those units, as shown on the Callahan Estates Tentative Subdivision Map.

2. Exclusion from:

a) the West Central Master Plan; and

b) subsequently enacted building moratoria.

3. The right to connect each dwelling unit to sewer and water services, provided all improvements regarding such services are made and all applicable fees are paid.

4. The cross-section of streets (including sidewalks, trails, and other thoroughfares) as established in the Conditions of Approval for the Callahan Estates Tentative Subdivision Map.

5. The Mitigation Measures.

b. Subdivision a. does not apply to changes effecting development of the Property as mandated by State and/or federal laws effective after the date this Agreement is recorded. In the event of such changes, the City will permit the

development of the Property as originally permitted by this Agreement to the greatest extent reasonably feasible taking into consideration the changes in the law.

Section 3.4 Rights Retained by the City.

a. Except as specifically provided in section 3.3, all regulations of the City as expressly provided by State law, federal law, and/or local ordinance, resolution, or rule shall pertain to the development of The Property. Such regulations include, but are not limited to:

1. Discretionary approvals. (The only discretionary approval contemplated at this time is design review pursuant to the Zoning Code.)

2. Subdivision standards in effect when a final subdivision map is approved.

3. The Uniform Codes (including Building, Mechanical, Plumbing, Electrical and Fire) in effect at the time a building permit for a specific dwelling unit is issued.

4. Fees (including, but not limited to, fees commonly referred to as "impact fees") and charges, including, but not limited to, fees and charges for building permits, traffic signalization, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services, and police and fire buildings and equipment, which are in effect and collected at the time of the approval of a final subdivision map or the issuance of a building permit, as provided in this Agreement or as generally applicable throughout the City of Winters.

b. The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police power,

provided they are of general applicability to all developments of a similar nature in the City of Winters.

Section 3.5 Other Vesting Laws Inapplicable.

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

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

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

Section 3.6 Commencement and Phasing of Development.

a. The Developer shall have sole discretion to determine when the final map for the Callahan Estates Subdivision, or first phase thereof, and accompanying subdivision improvement plans, are submitted for City review and approval.

Section 3.7 Building Permits; Non-Market Rate Units.

a. City and Developer agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. The Developer shall pay to City the amount of One Hundred Ten Thousand Dollars ($110,000.00) upon the recordation of the Final Map for the Project, or in the event that Developer files more than one Final Map, upon the recordation of the first Final Map.

Section 3.8 Installation of Public Improvements.

a. Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Callahan Estates Subdivision. When the Final Map for all of the Callahan Estates Subdivision (or a phase, as the case may be), is approved, the Developer shall enter into a separate written agreement ("Subdivision Improvement Agreement") with the City by which it commits to build and dedicate to the City or applicable public agency, the public improvements required either in all of Callahan Estates, or in that particular phase, as the case may be. Security for the construction of the improvements shall be provided as required by State law and City law.

b. If the Developer proceeds by filing final maps for various phases of Callahan Estates, then, in some instances, the City Engineer may determine that public improvements outside the boundaries of a particular phase (both on-site and off-site of the entirety of Callahan Estates) must be constructed before the next phase to insure the orderly development of infrastructure within the City of Winters. In such an instance, the additional infrastructure required outside a

particular phase will be built by the Developer during the construction of the phase for which a final map is approved, and the agreement to construct the public improvements for that phase shall include an obligation to build the additional infrastructure outside the boundaries of that phase.

Section 3.9 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Callahan Estates Tentative Subdivision Map, acquire the property rights necessary to construct or otherwise provide the public improvements required by this Agreement.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the applicable Final Subdivision Map for the Callahan Estates Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement, or b) if necessary, in accordance with the procedures established by State law, use its power of eminent domain to acquire the property interests. Any such acquisition by City shall be subject to City's discretion, which is expressly reserved by City, to make the necessary findings, including a finding thereby of public necessity, to acquire such interest.

Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the property acquired, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the property owner against the City.

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

a. In some instances, the Developer, through the process commonly referred to as "oversizing," will be required to install public improvements to a size and/or capacity greater than that which is required to serve only the residents of Callahan Estates. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

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

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

2. By way of payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. In any instance in which oversizing of improvements is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the *pro rata* share to be borne by the Property, and determine what share of the remainder is to be reimbursed by the benefiting property.

2. When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.

1. When reimbursement is from impact fees, such fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

2. If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

3. If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its owners.

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

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a building permit, the Developer shall be deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of $1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a cost of $20,000, then the Developer will be credited with having paid that fee for 20 building permits.).

Section 3.11 Subsequent Discretionary Approvals.

a. To the extent any Discretionary Approvals are required to develop the Property after this Agreement is recorded, the Developer shall apply for those

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

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

Section 3.12 Review of Agreement.

Review by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in Section 15.72.230 (Periodic Review) of the Winters Municipal Code.

Section 3.13 Compliance with Government Code Section 66006.

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

Section 3.14 Subdivision Maps.

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

Section 3.15 Deferral of Impact Fees.

In order to encourage the Developer to proceed with construction of new market rate housing within the City of Winters, except as provided for herein, the City hereby agrees to defer all development impact fees imposed by the City on building permits issued until the earlier of (1) issuance of a Certificate of Occupancy; or (2) six (6) months after the issuance of a building permit. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit, or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

ARTICLE 4
DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

The Developer acknowledges and agrees that the mitigation of the impact of Callahan Estates on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a consequence, the Developer states that it has entered into an Agreement (Restated Mutual Benefit Agreement for the Mitigation of Development Impacts Upon the School Facilities of the Winters Joint Unified School District) to mitigate the impact on schools recorded October 24, 2013 as Instrument No. 2013-0034136 of Official Records County of Yolo.

Section 4.2 Park Land and Fees.

The Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Eight Hundred Fifty

Thousand Two Hundred Eighty-six Dollars ($850,286.00) as follows: Developer shall pay the sum of $6,024 in equal installments at the time of issuance of a certificate of occupancy for each residential structure. Developer shall fund and construct the parks on Parcels E, F, and G (equal to 0.6149 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels E, F, and G, not to exceed One Hundred Ninety-three Thousand Six Hundred Forty-four Dollars ($193,644.00). This credit shall be applied on a pro rata basis against the anticipated development of 109 lots. The amount of the Parcels E, F, and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is $850,286/2.73 acres = $314,921. Parcels E, F, and G are equal to 0.6149 acres. Therefore, Parcels E, F, and G park credit is $314,921 x 0.6149 = $193,644.

Section 4.3 Public Safety Facility.

The Developer shall pay the City's Public Safety Facility fee.

Section 4.4 Intentionally Omitted.

Section 4.5 Installation of Conduit.

Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Winters Highlands Subdivision. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes are to be constructed with the joint trench and completed before certificate of occupancy is issued. The utility company providing broadband internet service will install the wire necessary to provide the service; the timing of

which will not delay the issuance of a certificate of occupancy.

Section 4.6 Cooperative and Reimbursement Agreement.

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

For the purpose of constructing the Joint Improvements as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall use best efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement." The Joint Cooperative Development and Reimbursements Agreement shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of the Owner's two respective projects until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all the Owners, or the Owner applying for

a final map can show to the reasonable satisfaction of the City Manager that it has used best efforts to enter into said agreement but has been unable to agree to terms with the other Owners.

Section 4.7 Wastewater Treatment Plant Expansion.

a. Wastewater (sewage) from Callahan Estates will be treated in the City's Wastewater Treatment Plant ("WTP"), which may be expanded in the future. The WTP Master Plan was updated in 2015, which updated the available capacity of the WTP and determined what the next phase of WTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for the expansion. The expansion will be built by the City using sewer impact fees collected from the developers of property within the City of Winters. The Developer shall be required to pay sewer impact fees in effect at the time of the first Final Map.

b. Wastewater from Callahan Estates will eventually flow to the WTP through conveyance facilities to be constructed to the north of The Property across adjacent property commonly referred to as Winters Highlands.

c. Winters Highlands is expected to construct the conveyance improvements north to the WTP prior to the Callahan Estates moving forward. However, if the facilities through Winters Highlands, are not completed by the time the first residential unit of Callahan Estates requires sewer treatment then the Developer shall install all wastewater conveyance facilities north of the Property to the WTP as determined by the City Engineer to be necessary to serve Callahan Estates, subject to a *pro rata reimbursement from others as provided in Section 3.10.* The City Engineer shall determine the *pro rata* share to be borne by each participating developer and shall allocate each share accordingly. Such facilities

include, but are not limited to, the installation of the West Main SS Pump Station "A" and the sewer force mains.

Section 4.8 Urban Water Management Plan.

No later than the issuance of the 50th building permit for the Callahan Estates Subdivision the Developer shall pay to the City its *pro rata* share of ninety thousand dollars ($90,000) for the cost of a City Urban Water Master Plan.

Section 4.9 Water Well.

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 121 and 40- (Mitigation Measure 21), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.11.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of $615,313.03 (reduced to $361,676.03 as a result of credits being transferred to Winters Ranch), which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement, Developer shall be entitled to apply credits against any

water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with section 4.10 (d) above and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

Section 4.10 Taylor Street Improvements.

Taylor "A" Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, is no longer applicable, and a realignment of Taylor Street was approved by the City and incorporated into the Hudson-Ogando plans. The revised alignment is included on a revised Tentative Map dated August 17, 2015 and shall be constructed as part of the Callahan Estates Development with the same cross section dimensions with the ped/bike landscape corridor on the west side and the sidewalk on the east side.

ARTICLE 5
DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 Application of Article.

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

Section 5.2 City's Remedies.

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

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

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

3. Specific performance as provided in subsection c.

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

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

b. Default by the Developer.

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

2. Procedure After Failure to Cure Default. If, after the cure period has elapsed, the City finds and determines that the Developer remains in

default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 11-2.802 of the Winters Municipal Code.

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

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

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

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

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

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

Section 5.3 Developer's Remedies.

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

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

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

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

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

has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. Waiver of Damage Remedy. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver

ARTICLE 6
HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 Limitation of Legal Relationship.

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

b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the

State of California and which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

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

Section 6.2 No Liability for Acts of the Developer.

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

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

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

Section 6.3 Duty to Defend Challenges to this Agreement.

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

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

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

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto.

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

SIGNATURE PAGE TO FOLLOW

"DEVELOPER"
TURNING POINT ACQUISITIONS V, LLC, a California limited liability company

By:_____
____

Its:_____
____

Dated:_____
____

"CITY"

CITY OF WINTERS, a municipal corporation

By:_____
Mayor

Dated:_____

Attest:_____
City Clerk

Approved as to form:

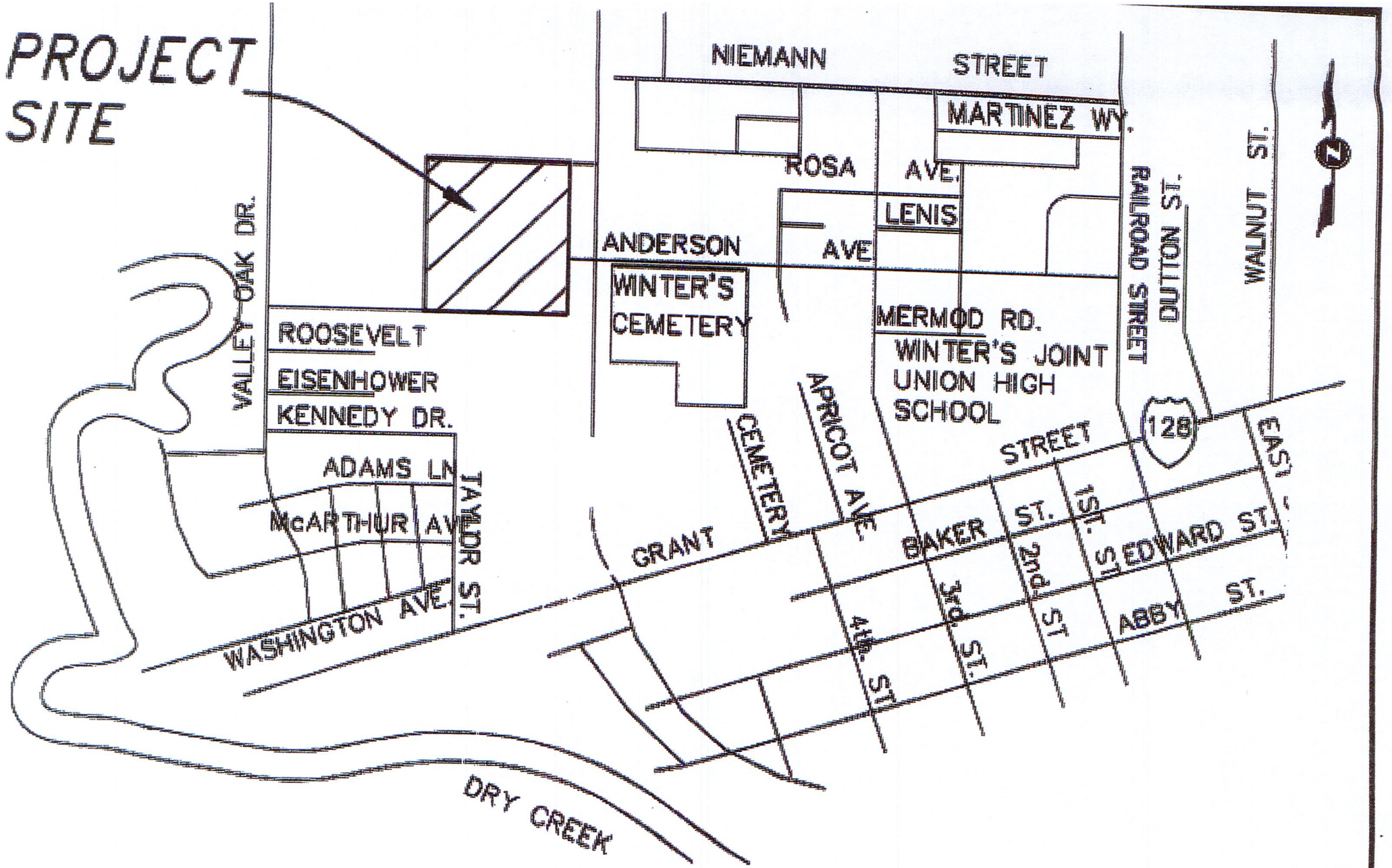
_____
Ethan Walsh, City Attorney

. . . . . .

LIST OF EXHIBITS

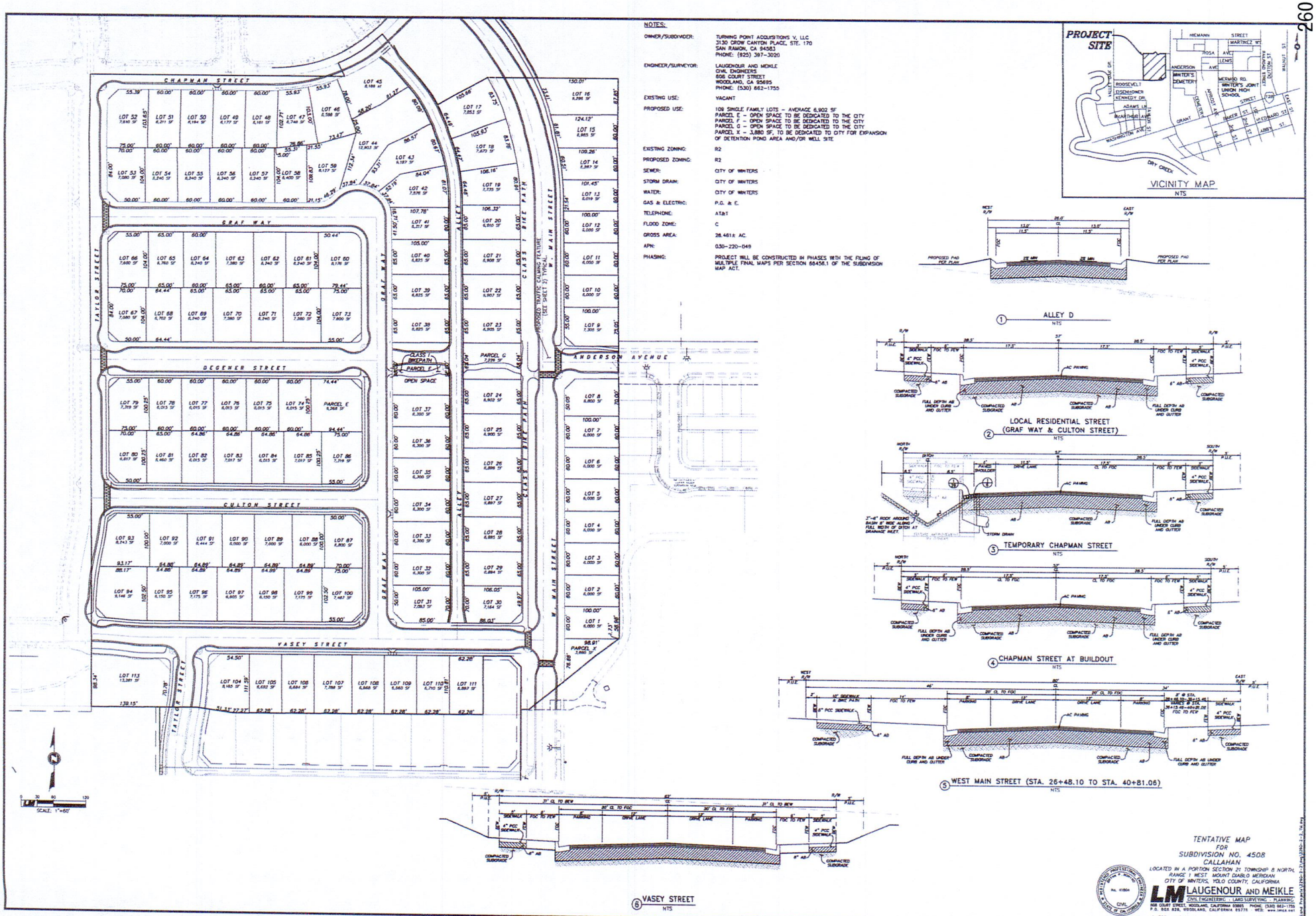
A	Map of Callahan Property
B	Legal Description of Callahan Property
C	Callahan Estates Tentative Subdivision Map
D	Conditions of Approval, Including Mitigation Measures

Summary report: Litéra® Change-Pro 7.5.0.135 Document comparison done on 2/18/2016 9:59:24 AM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS:iw://iManage/iManage/5374677/3	
Modified DMS: iw://iManage/iManage/24471502/1	
Changes:	
Add	479
~~Delete~~	416
~~Move From~~	14
Move To	14
Table Insert	1
~~Table Delete~~	0
Table moves to	0
~~Table moves from~~	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	924



VICINITY MAP

NTS



NOTES:

OWNER/SUBDIVIDER:	TURNING POINT ACQUISITIONS V, LLC 3130 CROW CANYON PLACE, STE. 170 SAN RAMON, CA 94583 PHONE: (925) 397-3020
ENGINEER/SURVEYOR:	LAUGENOUR AND MEIKLE CIVIL ENGINEERS 606 COURT STREET WOODLAND, CA 95695 PHONE: (530) 662-1755
EXISTING USE:	VACANT
PROPOSED USE:	109 SINGLE FAMILY LOTS – AVERAGE 6,902 SF PARCEL E – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL F – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL G – OPEN SPACE TO BE DEDICATED TO THE CITY PARCEL X – 3,880 SF, TO BE DEDICATED TO CITY FOR EXPANSION OF DETENTION POND AREA AND/OR WELL SITE
EXISTING ZONING:	R2
PROPOSED ZONING:	R2
SEWER:	CITY OF WINTERS
STORM DRAIN:	CITY OF WINTERS
WATER:	CITY OF WINTERS
GAS & ELECTRIC:	P.G. & E.
TELEPHONE:	AT&T
FLOOD ZONE:	C
GROSS AREA:	26.481± AC.
APN:	030-220-049
PHASING:	PROJECT WILL BE CONSTRUCTED IN PHASES WITH THE FILING OF MULTIPLE FINAL MAPS PER SECTION 66456.1 OF THE SUBDIVISION MAP ACT.

VICINITY MAP
NTS

① ALLEY D
NTS

② LOCAL RESIDENTIAL STREET (GRAF WAY & CULTON STREET)
NTS

③ TEMPORARY CHAPMAN STREET
NTS

④ CHAPMAN STREET AT BUILDOUT
NTS

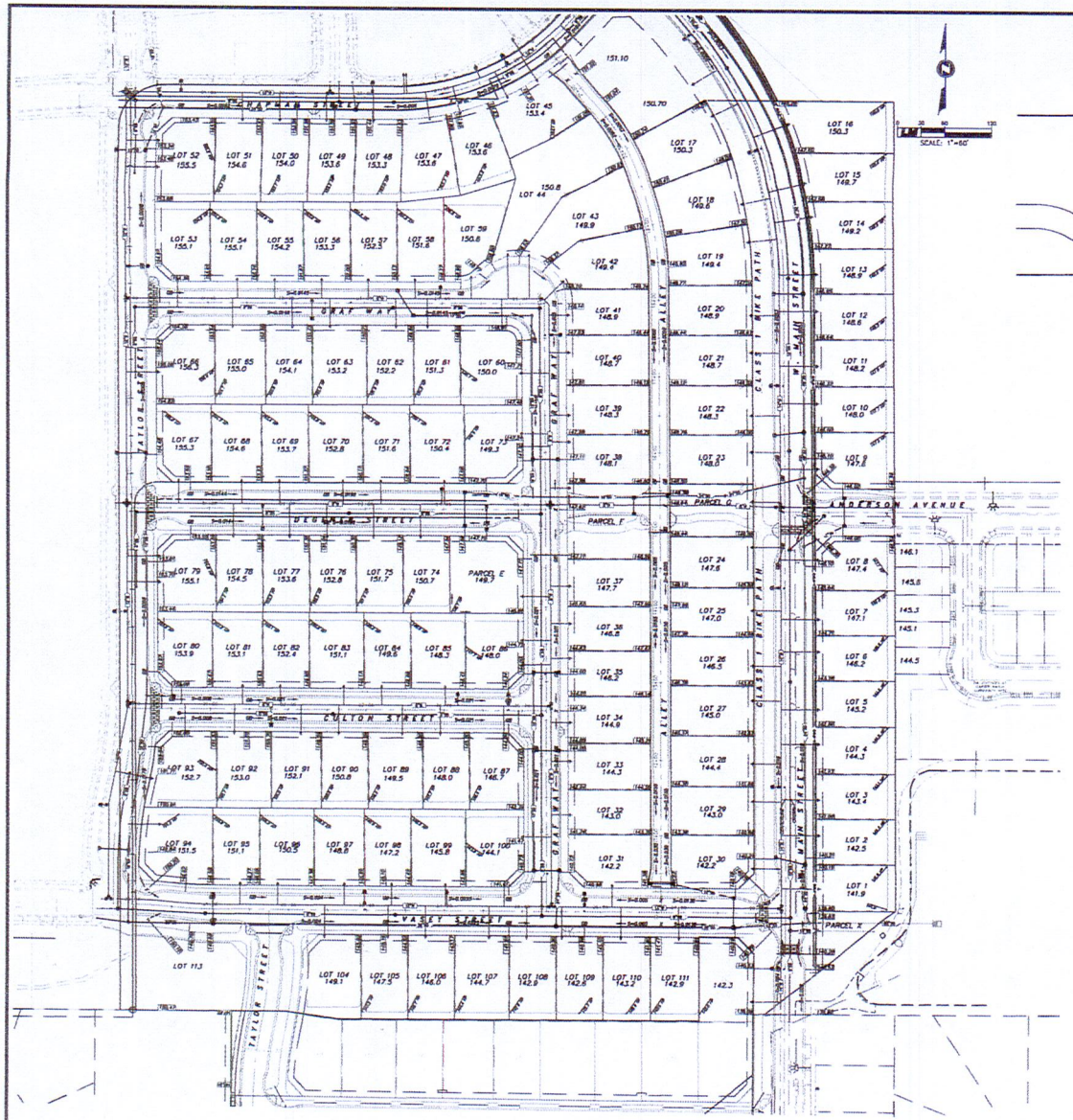
⑤ WEST MAIN STREET (STA. 26+48.10 TO STA. 40+81.06)
NTS

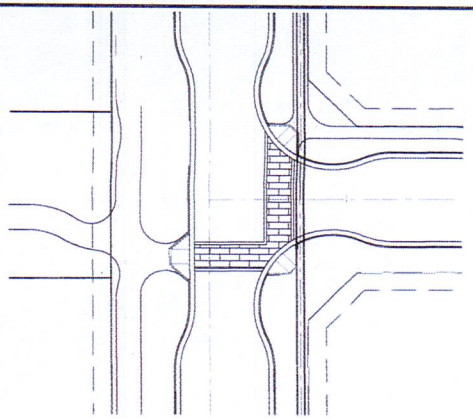
⑧ VASEY STREET
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21, TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
606 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 662-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 WEB: www.lmce.net

AUGUST 17, 2015



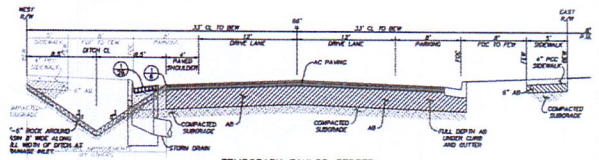


LEGEND:

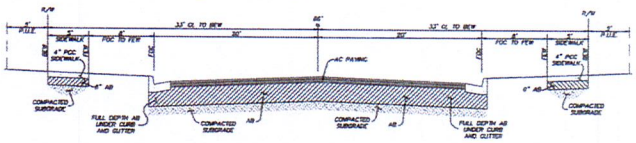
PROPOSED	EXISTING	DESCRIPTION
SD	SD	STORM DRAIN AND MANHOLE
SS	SS	SANITARY SEWER, MANHOLE & CLEANOUT
		FIRE HYDRANT AND VALVE ASSEMBLY
W	W	WATER MAIN, VALVE, AIR RELEASE VALVE & BLOWOFF VALVE
		CATCH BASIN OR DRAINAGE INLET
		CURB INLET
		GRATE INLET
		FLOWLINE OF DITCH OR SWALE
		DIRECTION OF SURFACE DRAINAGE FLOW
		RIGHT OF WAY
		ROAD CENTERLINE
146.7		TOP OF CURB ELEVATIONS

PLAN VIEW
1"=30'

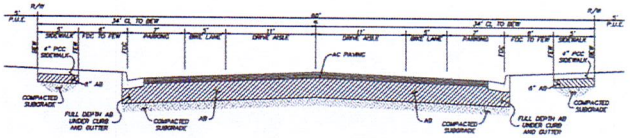
(A) TYPICAL DECORATIVE CROSSWALK



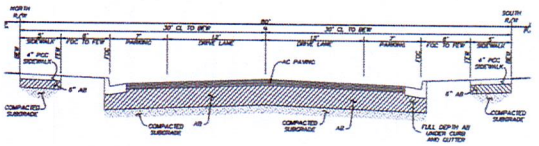
(7) TEMPORARY TAYLOR STREET
NTS



(8) TAYLOR STREET AT BUILDOUT
NTS



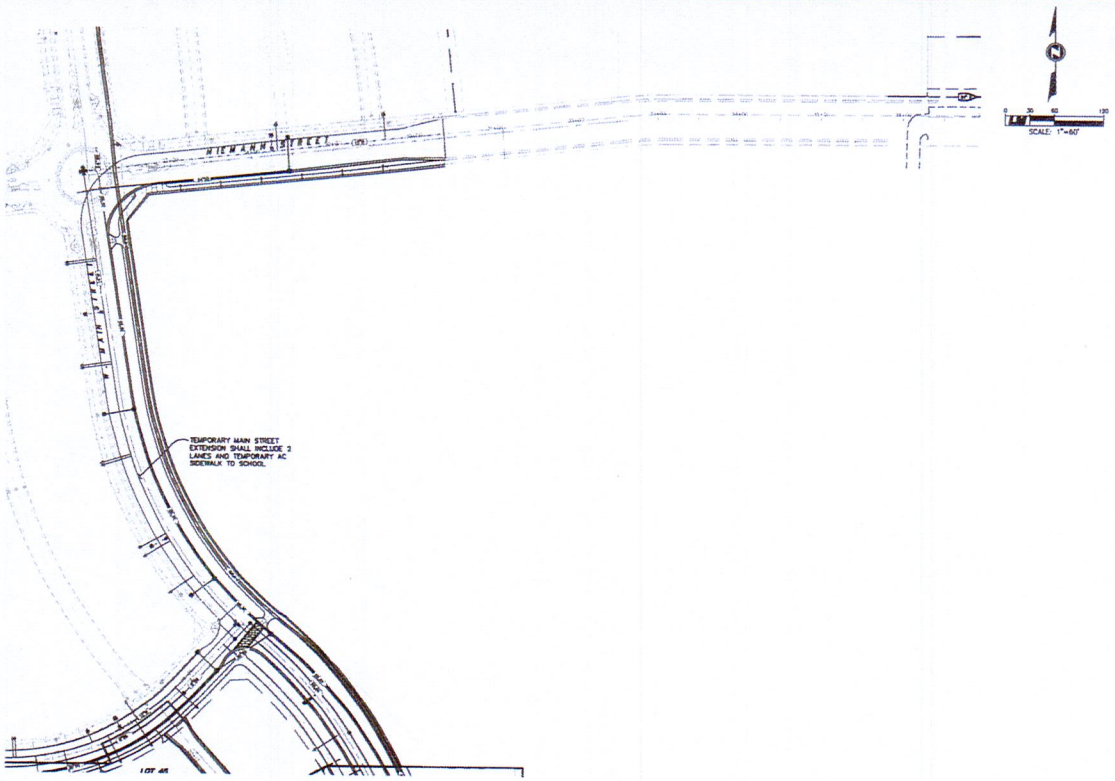
(9) DEGENER STREET
NTS

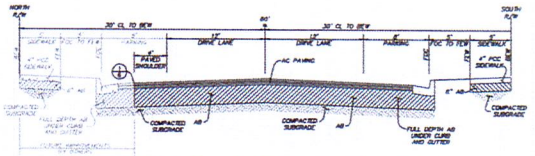


(10) ANDERSON AVENUE (STA. 31+00.00 TO 32+34.00)
NTS

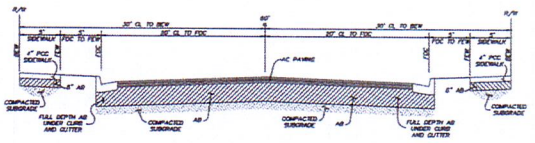
TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST, MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
808 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 662-7553
P.O. BOX 838, WOODLAND, CALIFORNIA 95776 WEB: www.lmca.us

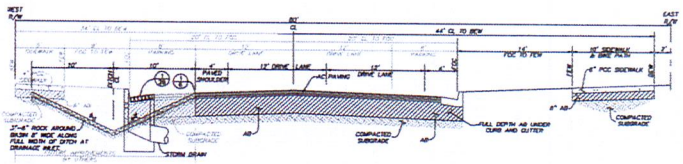




11 TEMPORARY NIEMANN STREET (STA. 25+98.92 TO 30+40.58)
NTS



12 NIEMANN STREET (STA. 25+98.92 TO 30+40.58) AT BUILDOUT
NTS



13 TEMPORARY WEST MAIN STREET (STA. 40+81.06 TO 46+94.31)
NTS

TENTATIVE MAP
FOR
SUBDIVISION NO. 4508
CALLAHAN
LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT DIABLO MERIDIAN
CITY OF WINTERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING - LAND SURVEYING - PLANNING
828 COURT STREET, WOODLAND, CALIFORNIA 95695 PHONE: (530) 662-1755
P.O. BOX 838, WOODLAND, CALIFORNIA 95776 WEB: www.lmce.net

DRAFT AMENDED FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR CALLAHAN ESTATES SUBDIVISION PROJECT (_____ Winters City Council ____)

FINDINGS OF FACT

Findings for Adoption of Mitigated Negative Declaration

1. The City Council has considered the proposed Mitigated Negative Declaration (original and revised) before making a decision on the project.

2. The City Council has considered comments received on the Mitigated Negative Declaration during the public review process.

3. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures agreed to by the applicant before the mitigated negative declaration and initial study were released for public review would avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.

4. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Mitigated Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.

6. The custodian of the documents, and other materials, which constitute the record of proceedings is the Community Development Director. The location of these items is the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.

7. The Revised Mitigation Monitoring Plan is hereby adopted to ensure implementation of mitigation measures identified in the Mitigated Negative Declaration. The City Council finds that these mitigation measures are fully enforceable as conditions of approval of the project, and shall be binding on the applicant, future property owners, and affected parties.

8. The City Council hereby adopts the Callahan Estates Subdivision Mitigated Negative Declaration.

Findings for Exclusion from West Central Master Plan

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

Findings for PD Overlay and PD Permit

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 8-1.5117 of the Zoning Ordinance.

2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.

3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.

4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.

5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.

6. The development, as modified and conditioned (including execution of the Development Agreement) will not create an adverse fiscal impact for the City in providing necessary services.

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

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

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

1. The proposed map is consistent with the General Plan.

2. The design and improvement of the proposed map is consistent with the General Plan.

3. The site is physically suitable for the type of development.

4. The site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. The design of the subdivision and type of improvements will not cause serious public health problems,

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision,

Findings for Development Agreement

1. The DA is consistent with the objectives, policies, general land uses and programs specified in the General Plan.

2. The DA is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.

3. The DA is in conformity with and will promote public convenience, general welfare and good land use practice.

4. The DA will not be detrimental to the health, safety and general welfare.

5. The DA will not adversely affect the orderly development of property or the preservation of property values.

6. The DA will meet the intent of Section 11-2.202(a) (Public Benefits) of the City Code.

7. The DA is consistent with Ordinance 2001-05 (Development Agreements).

CONDITIONS OF APPROVAL

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

General

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.

2. All conditions identified herein shall be fully satisfied prior to acceptance of the first final map unless otherwise stated.

3. The project is as described in the January 25, 2005 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the January 25, 2005 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

General Plan Requirements

4. Pursuant to General Plan Policy II.A.19, a minimum of ten percent of the single-family lots (12 lots) shall be offered for sale to local builders or owner-builders. These lots shall not be the same lots as those identified to meet the City's affordable housing requirement.

5. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. At a minimum this shall include: maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution" (attached), and attainment of EPA Energy Star Standards in all units; low emission furnaces; avoidance of dark colored roofing; and a minimum of 10 percent solar photovoltaic homes. The applicant shall provide written evidence from each buyer that they were provided with a solar energy option on their home.

6. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.

7. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the increment of parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.

8. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.

9. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.

10. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.

11. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.

12. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.

13. Deleted.

14. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project and shall be included as a part of the required construction mitigation plan for the project.

15. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.

16. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.

17. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.

18. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. There shall be a minimum of one street tree in the center front of each single-family lot, and on both frontages for corner lots. All trees shall be of a type on the approved street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within five years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks.

19. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.

20. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

21. Deleted.

Negative Declaration Mitigation Measures

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

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

23. Mitigation Measure #2: a. Construction equipment exhaust emissions shall not exceed District Rule 2-11 Visible Emission limitations.

    b. Construction equipment shall minimize idling time to 10 minutes or less.

    c. The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

    An enforcement plan shall be established to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180 - 2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

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

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

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

24. Mitigation Measure #2.1: Homes constructed as a part of the Callahan project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.

25. Mitigation Measure #3: The project proponent shall mitigate for potential project-related impacts to nesting raptors by conducting a pre-construction survey of all trees suitable for use by nesting

raptors on the subject property or within 500 feet of the project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters. If active special-status raptor nests (e.g. Swainson's hawk or white-tailed kite) are found during the preconstruction survey, a 0.25-mile (1,320-feet) buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August) or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

26. Mitigation Measure #4: The project proponent shall mitigate for potential project-related impacts to burrowing owl by conducting a pre-construction survey no more than 30 days prior to the initiation of construction activity. The pre-construction survey shall be conducted by a qualified biologist familiar with the identification of burrowing owls and the signs of burrowing owl activity. If active burrows are found on the project site, the California Department of Fish and Game (CDFG) shall be consulted regarding appropriate mitigation measures for project-related impacts to burrowing owl. Pursuant to the CDFG document entitled "Staff Report on Burrowing Owl Mitigation" (September 25, 1995), it is likely that replacement habitat will be required by CDFG. The guidelines include specific mitigation to protect nesting and wintering owls and to compensate for loss of breeding sites. In general, if the project would remove habitat of an occupied breeding site (e.g., if an active nest and surrounding habitat are removed), the project proponent will be required to compensate by preserving 6.5 acres of suitable habitat for each active nest site. In addition, the project proponent must install artificial burrows to offset the direct loss of the breeding site. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

27. Mitigation Measure #5: The project proponent shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with the Yolo County Memorandum of Understanding (MOU) regarding project–related impacts to Swainson's hawk foraging habitat. The MOU requires the project proponent mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. A fee shall be collected by the City of Winters for impacts to 26.4 acres of potential Swainson's hawk foraging habitat. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed annually and the project proponent shall be charged at the rate per acre at the time of project approval. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.

28. Mitigation Measure #5.1: (a) If the project can avoid ground disturbing activities that would affect the hydrology of the wetland or avoid fill into the wetland, then no mitigation for impacts to special status invertebrates is required. A buffer around the seasonal wetland would be required to ensure that any possibility of take is avoided. The amount of this buffer would be determined by a qualified biologist based on a site-specific determination of hydrology and shall not be less than 20-feet. If impacts to the wetland will not be avoided, then consultation and on-site inspection with USFWS shall determine whether the Service will require protocol surveys to be conducted to determine presence or absence of the listed species. If as a result of the consultation or protocol level surveys it is determined that the species are absent, then no mitigation is required. If the species are present, or if the project proponent decides to assume presence by not conducting the surveys if such surveys are required by USFWS, then compensatory mitigation will be required. If compensatory mitigation is required and there is no federal regulatory lead agency (as is the case with this project), the project proponent, through coordination with the USFWS, would prepare a project-level Habitat Conservation Plan under Section 10 of the federal Endangered Species Act. The project-level HCP

will identify specific actions including the amount of compensation that is required. Typically, impacts on these species require replacement of the habitat acreage at a 3:1 ratio (1:1 preservation and 2:1 creation). The City of Winters shall confirm implementation of this mitigation measure prior to the issuance of a grading permit.

(b) Notwithstanding the Corps' determination, the California Department of Fish and Game (CDFG) retains jurisdiction over State biological resources including wetlands, and should be contacted regarding any separate regulatory authority or requirement they may have for vernal pool species. Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over wetlands that exist on the project site and comply with all requirements, if any, established by CDFG arising from this consultation with the Department.

29. Mitigation Measure #5.2: (a)Pursuant to General Plan Policy VI.C.2, the applicant must replace loss of riparian and wetland habitat acreage and/or value on at least a 1:1 basis. Replacement entails creating habitat that is similar in extent and ecological value to that displaced by the project. The replacement habitat must consist of locally-occurring, native species and be located either at the City's Community Sports Park site north of Moody Slough Road or at the wetlands site in the northeast corner of the Winters Highlands property. Implementation of this condition shall be based on baseline data concerning existing native species. Study expenses shall be borne by development.

    (b) Additional field investigation shall be undertaken by a qualified wetlands specialist to establish the condition of the Highland Canal and to determine the potential for it to be subject to CDFG jurisdiction. The following information shall be provided: the source and terminus of the drainage, whether the feature is natural or artificial, and what its current and historical purpose is relative to water delivery. Prior to the commencement of work on the Callahan Estates project site, the applicant shall contact the CDFG regarding their potential jurisdiction over habitat or species within the Highland Canal and comply with all requirements, if any, established by CDFG arising from this consultation with the Department. If the Highland Canal is found to be subject to CDFG jurisdiction, it shall also be included in the calculation of total loss of habitat for which City General Plan Policy VI.C.2 requires 1:1 mitigation.

30. Mitigation Measure #6: If cultural resources (historic, archeological, paleontological, and/or human remains) are encountered during construction, workers shall not alter the materials or their context until an appropriately trained cultural resource consultant has evaluated the situation. Project personnel shall not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, pestles, dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits often in old wells and privies.

31. Mitigation Measure #7: Grading of the site, design of foundations for proposed structures and construction of other related facilities on the property shall follow the criteria identified in the Geotechnical Investigation (Terrasearch Inc, June 6, 2003) prepared for the project.

32. Mitigation Measure #8: Prior to development of the property, two soils samples in the southwest area of the site shall be tested for organochloride pesticides and metals (arsenic, lead, and mercury), following the protocol recommended in the Environmental Site Assessment (ESA) (Terrasearch, July 14, 2003). Other recommendations of the ESA shall be followed during grading and site preparation activities.

33. Mitigation Measure #9: All aspects of the project shall be subject to design review to ensure compatibility with the surrounding area and satisfaction of the Community Design Guidelines and other applicable principles of good neighborhood design. Prior to issuance of a building permit for each phase of construction of the project, the applicant shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.

34. Mitigation Measure #10: The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for controlling the pace of growth on an annual basis. Provisions for the design, funding, and construction of necessary infrastructure to accommodate allowed growth shall also be addressed. Threshold requirements for the construction of affordable units shall be included to ensure that the development of affordable units reasonably keep pace with the development of market-rate units within the project.

35. Mitigation Measure #11: The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating the projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, or other acceptable mechanisms.

36. Mitigation Measure #12: The applicant shall pay park mitigation fees to satisfy the obligation for 2.70 acres of developed parkland. The applicant is responsible for the value of the land plus the value of the improvements that would have otherwise been required in order to satisfy the General Plan goal.

37. Mitigation Measure #13: Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").

38. Mitigation Measure #13.1: a) Install a traffic signal at the intersection of Grant Avenue/Walnut Lane. The traffic signal would need to be installed after construction and occupancy of 380 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents"). A preliminary review of traffic volumes indicates that conditions at this intersection would likely not meet the warrants, or criteria, applied by Caltrans for installation of traffic signals on a state highway. **OR** b) Prohibit left turn movements from southbound Walnut Lane onto eastbound Grant Avenue. Southbound vehicles on Walnut Lane would be forced to turn right and make a u-turn at the signalized intersection of Grant Avenue/Railroad Avenue.

39. Mitigation Measure #13.2: Install a traffic signal at the intersection of Grant Avenue/West Main Street. The traffic signal would need to be installed after construction and occupancy of 50 single family dwelling unit "equivalents" from this project and/or Highlands, Ogando, or Creekside (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").

40. Mitigation Measure #13.3: The applicant shall pay a fair share of the cost for design and installation of a traffic signal at the intersection of Railroad Avenue/Main Street at buildout.

41. Mitigation Measure #14: The applicant shall be required to complete all roadway improvements, including traffic calming, to City Standards. Where phasing of improvements is allowed to support phased construction of residences, interim phased improvements shall be to the satisfaction of the City Engineer. The applicant shall be required to construct right-of-way improvements on Niemann Street to West Main Street, Anderson Avenue to West Main Street, and extend West main Street from the extension of Niemann Street to the existing northerly terminus of West Main Street within the Carter Ranch development. All roadway improvements at the Main Street and State Route 128 (Grant Avenue) intersection shall meet applicable Caltrans highway standards.

42. Mitigation Measure #15: The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map.

43. Mitigation Measure #16: A separate CEQA analysis shall be conducted to clear the proposed sewer pump station site for construction and to clear the construction of any offsite infrastructure needed outside of existing roadways and for which a prior CEQA clearance can not be used.

44. Mitigation Measure #17: The Proposed Project shall contribute its fair share toward expansion of the City of Winters Wastewater Treatment Plant, consistent with the Wastewater Treatment Plant Master Plan. If expansion of the WWTP is required for the project, an acceptable financing mechanism shall be in place for the WWTP expansion prior to acceptance of a final map. Building permits for each phase of development shall be issued only after the City has established that WWTP capacity will be available to serve that phase of development.

45. Mitigation Measure #18: The applicant shall offer three alternative locations, satisfactory to the City, for locating a new well to serve the subdivision. Upon determination of an acceptable site, the City will release unused sites back to the applicant. At the City's discretion, the City may waive the requirement for an on-site location, should an acceptable off-site location be acquired and cleared procedurally (e.g. CEQA, etc.) for construction. If determined to be necessary, a separate CEQA analysis shall be conducted to clear the well site for construction. The applicant shall fund the up-front costs of design and construction of the well (including CEQA clearance), subject to later fair share reimbursement. Building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.

Community Development

46. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications.

46.1 Construction on Lot 1 shall implement the recommendations of a plan-specific noise study to address potential noise from a municipal well operating on Parcel X.

47. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.

48. Address numbering shall be plainly visible from public view using lettering that is a minimum of four inches in high with contrasting colors. Naming of streets and address numbering shall be completed by a committee comprised of the Community Development Department, the Fire District, the Police Department, and the Postal Service.

49. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.

50. The applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The applicant shall, on a monthly basis, reimburse the City for all such costs. Project applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.

51. MAP CORRECTIONS (all sheets): **a)** The "Notes" on the tentative map describing proposed Parcel X shall be modified to correctly refer to the parcel as "Parcel X" rather than "Lot X" and the square footage shall be modified to "3,939" rather than "3,913". **b)** The "Notes" shall also be modified to reflect the true "owner" and "subdivider" as represented by the applicant. **c)** The "Notes" and the map shall be modified to identify Parcels E, F, and G as "open space" lots proposed to be dedicated to the City. **d)** The tentative map shall be modified for Lots 1 through 16 to remove the references to a "common driveway". This feature, if allowed, will be addressed during the subsequent Design Review process for these lots. **e)** Proposed Parcel C, which would be an exchange parcel from Winters Highlands to Callahan Estates, shall be increased in size on the tentative map from 1,884 square feet as shown to include the half-street cross-section frontage right-of-way on D Street to the east side of the alley and the full cross-section right-of-way for the alley to the centerline of D Street. **f)** Insets 8A, 8B, and 8c on Sheet 2 that depict lot setbacks are not approved and shall be removed from the map. **g)** The bike path on Parcels F and G shall be dimensioned and labeled as a Class I

facility. **h)** The south boundary of Lot 38 shall align with the south boundary of Lot 23. The extra area will go into Lot F as a part of the open space.

52. Pursuant to Section 8-1.6015.C and Section 8-1.6015.I of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan, sign-off on the completion of each mitigation measure in the adopted Mitigation Monitoring Plan (MMP) shall constitute the required "Program Completion Certificate".

53. The Mitigation Monitoring Plan shall be adopted pursuant to the requirements of Section 8-1.6015.F and implemented pursuant to Section 8-1.6015.G and Section 8-1.6015.H, of the Zoning Ordinance.

54. Pursuant to the Mitigation Monitoring Plan (MMP), the applicant shall fund the costs of implementing the MMP including the payment of fees specified in Section 8-1.6015.J of the Zoning Ordinance.

55. Pursuant to Section 8-1.6015.E of the Zoning Ordinance related to the required CEQA Mitigation Monitoring Plan (MMP), the following items shall apply and shall be amended into the MMP:

a) The adopted MMP shall run with the real property that is the subject of the project and successive owners, heirs, and assigns of this real property are bound to comply with all of the requirements of the adopted Plan.

b) Prior to any lease, sale, transfer, or conveyance of any portion of the real property that is the subject of the project, the applicant shall provide a copy of the adopted Plan to the prospective lessee, buyer, transferee, or one to whom the conveyance is made. This does not apply to sales of individual single-family lots to homebuyers.

c) The responsibilities of the applicant and of the City, and whether any professional expertise is required for completion or evaluation of any part of the Plan, shall be as specified in the Plan and as determined by the Community Development Director or designated Project Monitor in the course of administering the MMP.

d) Cost estimates for the implementation of this Plan and satisfaction of each measure are not known or available, but shall be developed by the applicant in the course of implementing each mitigation measure.

e) Civil remedies and criminal penalties for noncompliance with the adopted MMP are as specified in Section 8-1.6015.K, 8-1.6015.L, and Section 8-1.6015.M of the Zoning Ordinance.

55.1 The West Main Street (South of "C" Street) cross-section (Inset #6) shall be deleted. The map shall be modified to show the West Main Street ("C" Street to "D" Street) cross-section (Inset #5) as extending south of C Street. Lots 101 through Exchange Parcel A shall be shifted eastward 15 feet. Lot 101 shall be modified to show the widening of Taylor by 15 feet to accommodate a Class I trail system.

Design Review

56. Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.

57. Repetition of facades within builder tracts (subdivisions) shall be avoided. Abrupt changes in facades between builders shall be avoided.

58. In order to achieve architectural diversity, the developer shall offer five floor plans and 25 elevations (five per plan). A minimum of half of the required elevations shall include brick or stone veneer installed to a minimum height three feet from grade, with no more than a four-inch opening at the base. The veneer

shall wrap around all sides of the structure visible from the front and sides so that it terminates at a point where the yard fencing begins.

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

59. The same (or substantially similar) elevation may appear no more than twice on one side of a block, or three times on either side of facing blocks, and may not be opposite or kitty-corner from the same elevation on the opposite side of the block. In addition, no more than ten percent of the homes can share the same elevation within a development.

60. A minimum of 50 percent of all detached units shall have useable front porches (minimum 6-feet by 8-feet). The remaining 50 percent shall have other prominent useable architectural features such as courtyards, balconies, and/or porticoes.

61. Units on opposing sides of a street shall be compatible in terms of design and color.

62. Lights along local streets shall not exceed 20-feet in height and shall be spaced to meet illumination/safety requirements. Lights along collector and arterial streets shall be as low as feasible in order to maintain pedestrian scale. Historic-style street lamps shall be used along all streets.

63. Entry walks to individual residences shall be separated from the driveway by a landscaped area.

64. Exterior colors on residential units shall not be restricted.

65. Single family structures shall be consistent with applicable development standards identified in Tables 3A and 4, and Section 8-1.5302, of the Zoning Ordinance.

66. Fencing and parking shall be consistent with the applicable requirements of Section 8-1.6001 and 8-1.6003 of the Zoning Ordinance.

67. Landscaping and signage shall be consistent with the applicable requirements of Section 8-1.6004 and 8-1.6005 of the Zoning Ordinance.

67.1 UNIVERSAL DESIGN: Universal design features shall be incorporated as an option in residential units. These features shall include first floor passage doors and hallways, a handicap accessible path of travel from either the driveway or sidewalk to the entrance of the residential units, and other features determined by the Community Development Department.

67.2 The applicant shall ensure that lots along West Main Street receive special design and architectural treatment to showcase neo-traditional principles along this new segment of the City's original Main Street.

67.3 Site plans and landscaping plans for Parcels E, F, and G shall be submitted for design review and approval prior to issuance of residential building permits. These parcels shall be developed at the same time as adjoining lots, and shall be completed to the City's satisfaction prior to occupancy of adjoining lots.

67.4 Specifications and landscaping for the special treatment proposed at the intersection of Anderson Avenue and West Main Street shall be submitted for design review and approval prior to issuance of residential building permits.

67.5 Homes on lots along Taylor Street shall be oriented to face Taylor Street, rather than to the local streets. Design for these homes shall include wrap-around porches with front doors facing Taylor Street.

Affordable Housing

68. The tentative map and affordable housing plan shall be modified to denote that the applicant's obligation to deed restrict 18 lots as affordable has been changed and that the applicant shall now be required to pay an in lieu fee and to "move" four of the units previously designated for moderate-income residents to the adjacent Hudson-Ogando project, also owned by the applicant

69. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed by the applicant.

70. The applicant shall not be required to construct affordable units on-site. Condition #70 is deleted.

71. The applicant shall not be required to construct affordable units on-site. Condition #71 is deleted.

Street Improvements

72. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003.

72.1 The installation of a traffic signal at the Grant Avenue and Interstate 505 northbound off ramp per Mitigation Measure #13 has been completed. Condition of Approval #72.1 has been satisfied.

73. West Main Street:

a) Full improvements shall be constructed from the northern terminus of existing West Main Street to the Northern terminus of this Tentative Map with the first final map on the project. Applicant shall acquire the necessary right of way for this purpose on the Winters Highlands property prior to approval of the first final map.

b) The extension of West Main Street from the northern terminus of the Tentative Map to the proposed Niemann Street shall be constructed with the first Final Map on the project. Interim street improvements may be approved by the City Engineer. If approved by the City Engineer, the minimum interim roadway improvements shall consist of two 12-foot lanes with 6- foot shoulders on each side and a temporary 10 foot wide asphalt concrete Class 1 pedestrian/bike lane on the east side or west side (to be determined during design) of roadway. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Applicant shall acquire the necessary right of way on the Winters Highlands property prior to approval of the first final map. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

c) The project proponent shall install a traffic signal at the Grant Avenue and West Main Street intersection prior to the issuance of the 50th building permit. The signal is to be constructed at applicant's expense subject to reimbursement from the City Development impact fees through a reimbursement agreement.

74. Taylor Street:

a) If the Winters Highlands property is not developed prior to the development of the Callahan Project, then the Applicant shall acquire the land on the Winters Highlands property in order to facilitate the interim or full construction of Taylor Street as shown on the Tentative Map. Applicant shall acquire the needed right-of-way prior to approval of final map on Project for any phase having lots which front on Taylor Street. Interim street improvements may be approved by

the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on the east side. The structural cross section shall meet City design and construction standards. Approval of any request for deviation in these minimum roadway standards shall be at the discretion of the City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Taylor/"A" Street knuckle to the south of the Callahan Tentative Map boundary and west of the Hudson-Ogando Tentative Map boundary through the Ogando property shall be constructed as part of the Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The Callahan Estates development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway with the Hudson-Ogando development.

75. Niemann Street: Niemann Street from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the Callahan project. Improvements shall consist of full improvements on the south side of Niemann with the addition of a 12-foot travel lane and 4-foot shoulder on the north side of Niemann. The extension of Niemann Street shall be constructed with the first Final Map of development. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement Agreement.

76. Anderson Avenue:

a) Anderson Avenue from its existing westerly terminus to W. Main Street is off-site and shall be included with the development of the first Final Map of the Callahan project to serve the existing Middle School on Anderson Avenue. Applicant shall construct full roadway improvements. Applicant shall acquire the needed right-of-way prior to approval of the final map. Improvements subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

b) Anderson Avenue from Taylor Street to A Street shall include enhanced sidewalk landscape corridor. The 10-foot sidewalk along Anderson Avenue from Taylor Street to A Street shall not be classified as a bike path. Sidewalk within driveway locations shall have a minimum 6-inch PCC section.

c) Anderson Avenue shall be 46-feet from curb-to-curb. The cross-section shall include 6-foot parkway strips and 5-foot sidewalks on both sides.

77. "D" Street: The Applicant shall acquire the land on the Winters Highlands property prior to approval of a final map in order to facilitate interim or full construction of "D" Street as shown on the Tentative Map, Interim street improvements may be approved by the City Engineer. The minimum interim roadway improvements shall consist of two 12-foot lanes with an 8-foot parking lane on south side. The structural street cross section shall meet City design and construction standards. Approval of any request for deviation in the minimum roadway improvements shall be at the sole discretion of the City Engineer. Interim improvements that are of a temporary nature shall be constructed at the sole expense of the Applicant. Any permanent improvements constructed that are subject to reimbursement shall be reimbursed subject to the terms of a reimbursement agreement.

78. The tentative map shall be modified to make C Street a secondary collector (62-foot right-of-way) from West Main Street to Taylor Street.

79. Parcel X and City Drainage Pond Access Property- Parcel X and City owned drainage Pond Access property shall be landscaped to the satisfaction of the Community Development Director and City Engineer. This location may also be utilized for public works infrastructure improvements, such as water wells, and pump stations. The City Engineer will have final approval.

80. Lot "A", "B", "C", and "D" Areas of Exchange: Applicant shall execute lot line adjustment for lots C and D between the Callahan property and the Winters Highlands property prior to submittal of the first final map and improvement plans. The net result will be that Lot "C", fronting "D" Street, will be incorporated as part of the Callahan tentative map and Lot "D", fronting West Main Street, shall be incorporated as part the Winters Highlands tentative map.

81. Intersection Enhancement Details: Island Planters and crosswalks shall be constructed of colored brick pavers, stamped concrete or other enhanced feature as approved by the City Engineer.

82. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA. All sidewalks at driveway locations shall be 6-inch PCC.

83. Tentative Map Street Cross-Sections, Sheet 1 of 1, dated January 13, 2005). Conditions and Changes shall be made as follows:

    a) Street Cross section details, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.

    b) A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and stripping shall be in accordance with the City of Winters Public Improvements Standards and Construction Standards.

    c) Street light types shall be those historic types as approved by the City. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

Storm Drainage and Site Grading

84. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures. The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement.

85. Deleted

86. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

87. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

88. To accommodate the storm water project run-off and pass-through run-off from project into the existing Rancho Arroyo Pond the applicant shall be required to construct a pump station in the pond that would consist of an approximate sized 14.5 cfs of pumping capacity. The applicant would also be required to fund and construct all storm drainage piping to accommodate flows from their project area to include a new inlet structure to the Rancho Arroyo detention pond and the abandonment of the existing inlet structure on the Cottages at Carter Ranch property. In addition, the existing 0.8 cfs detention pond pump and standpipe would be removed. Applicant shall be required to construct these improvements with the first final map. Applicant shall acquire necessary land and right of entry agreements for the construction of new improvements and abandonment of existing improvements. The cost of work performed in and for the improvement of the Detention Basin shall be subject to fee credits and/or reimbursement, as determined by the City.

89. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).

90. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.

91. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls. Deviation from this condition may be allowed subject to approval by the City Engineer.

92. Drainage fees shall be paid prior to issuance of a building permit.

93. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

94. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.

95. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.

96. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

97. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer.

98. Deleted.

99. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams.

The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

100. Where possible landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. All other slopes shall comply with the City of Winters Public Works Improvements Standards. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

101. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.

102. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.

103. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.

104. Construction equipment and engines shall be properly maintained.

105. 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.

106. Construction practices will minimize vehicle idling.

107. Potentially windblown materials will be watered or covered.

108. Construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

109. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.

110. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.

111. A Tentative Map Sewer comprehensive Collection System Master Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.

112. The applicant shall pay the cost associated with all improvements, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for reimbursable improvements. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

113. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

114. The Applicant shall be obligated to advance fund the construction of the off-site sewer pump station identified on West Main Street adjacent to the entrance to the Rancho Arroyo Detention Pond and

associated conveyance pipelines for service of the property by the Wastewater Treatment Plant. If the improvements are already constructed by others, the Applicant shall pay its pro-rata share of costs, as determined by the City, prior to approval of the first final map. An appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Applicant shall be required to acquire the needed right-of-way prior to approval of the first final map for the project.

115. DELETED

116. Deleted.

117. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by a parallel mains and connections at Manholes

Water Infrastructure

118. Deleted.

119. If required, per the Subdivision Map Act , project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:

a) Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier

b) The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.

c) The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law

d) Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

119.1 The installation of a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #119.1 has been satisfied.

120. The installation of a water well per Condition #45 and Mitigation Measure #18 has been completed. Condition of Approval #120 has been satisfied

121. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the development. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.

122. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.

123. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

124. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

125. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.

126. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.

127. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The following minimum water flows, with 20 PSI residual pressure, shall be acceptable unless otherwise determined due to the type of construction material used.

128. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Winters Fire Department for replacement purposes.

129. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.

130. Prior to approval of the first final map, a comprehensive on-site water system master plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works Director for review and approval. The master plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate the plan area. The applicant shall pay the cost associated with all improvements required by the study, and an appropriate reimbursement agreement shall be drafted to reimburse the applicant for oversize improvements on a pro rata basis per the Project level Development Agreement. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

131. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.

132. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.

133. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.

134. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.

135. 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.

136. All residences shall have fire suppression sprinkler systems meeting or exceeding NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

General Public Works and Engineering Conditions

137. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.

138. The applicant agrees to adhere to the terms of the of the ordinance (Ordinance No. 96-02) adopted by the City Council to address impact fees to be paid for development of property within the Rancho Arroyo Drainage District, to offset costs associated with drainage improvements.

139. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

140. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the final map from the County, prior to issuance of the first building permit.

141. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

142. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

143. Applicant shall make every attempt to submit joint trench/utility/composite plans for review, prior to approval of the final map and improvement plans. Construction will not be allowed to proceed prior to submittal of the joint trench/utility/composite plans for City review.

144. All existing and proposed utilities (Electric, phone/data, and cable) shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.

145. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.

146. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Winters City Engineer and Fire Department

147. Occupancy of residential units shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings, unless otherwise approved by the City Engineer and Community Development Director. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.

148. 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.

149. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a final map.

150. At the time of making the survey for the final map, 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 subdivision shall be set or referenced prior to recordation of the final map.

Easements and Right of Way

151. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

152. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.

153. A five (5) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City. Additional easements shall be dedicated as requested by the utility companies and approved by the City.

154. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that set of improvement plans and final map.

Reimbursements for Applicant Install Improvements

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

Landscaping and Lighting

156. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

157. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.

158. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

159. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.

160. Each residence in the cul-de-sac must be able to accommodate parking for 3 vehicles: either (3) on site parking spaces or two (2) on site spaces and (1) on street space. The on street space shall be along the frontage of the subject property with no more than a 10-foot overlap across the frontage of adjacent parcels.

161. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.

162. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.

163. The area of each lot, in square feet, shall be calculated and shown on the Final Map.

164. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.

165. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.

166. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

167. Prior to recording of the final map, if required, provide evidence of payment for the Habitat Mitigation Fee. This fee is paid to the Yolo County Planning Department.

168. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

callahan conditions.031505 final.doc

CITY OF WINTERS
california
Est. 1875

TO: Honorable Mayor and Council Members

DATE: May 17, 2016

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk

SUBJECT: Resolution No. 2016-16 Amending Salary Schedules – CalPERS Audit Finding

RECOMMENDATION:
Adopt Resolution 2016-16 amending 2008-2014 Salary Schedules to comply with CalPERS Audit Finding.

BACKGROUND:
In August of 2015 CalPERS began an Audit of the City of Winters. The primary objective was to determine whether the City of Winters complied with applicable sections of the California Government Code, California Public Employees' Pension Reform Act of 2013, California Code of Regulations and its contract with the CalPERS.

One of the findings was that our pay schedules did not meet all of the requirements of the Government Code and the California Code of Regulations.

Staff has amended the attached salary schedules to meet the requirements. There are no changes to salaries/rate of pay within any of these salary schedules.

FISCAL IMPACT:
None

Attachments:
CalPERS Audit Finding
California Code of Regulation and Government Code Sections
Resolution with Salary Schedules

CITY OF WINTERS

OFFICE OF AUDIT SERVICES REVIEW RESULTS

1: The Agency's pay schedule did not meet all of the Government Code and CCR requirements.

Condition:

The Agency's pay schedule did not meet all the requirements of the Government Code and CCR. Specifically, the pay schedule in effect during the period under review did not include the positions of City Mayor, City Council Member, City Clerk, City Treasurer and did not list the positions of employees classified as Department Heads. In addition, the Agency's pay schedule did not indicate time-base. Further, the Agency did not maintain one pay schedule that identified the position title and payrate for every employee position as required by the CCR. Multiple pay schedules were needed to identify position titles for full-time and part-time employees.

Only compensation earnable as defined under Government Code Section 20636 and corresponding regulations can be reported to CalPERS and considered in calculating retirement benefits. For purposes of determining the amount of compensation earnable, a member's payrate is limited to the amount identified on a publicly available pay schedule. Per CCR Section 570.5, a pay schedule, among other things, must:

- Be duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;
- Identify the position title for every employee position;
- Show the payrate as a single amount or multiple amounts within a range for each identified position;
- Indicate the time base such as hourly, daily, bi-weekly, monthly, bi-monthly, or annually;
- Be posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;
- Indicate an effective date and date of any revisions;
- Be retained by the employer and available for public inspection for not less than five years; and
- Not reference another document in lieu of disclosing the payrate.

Pay amounts reported for positions that do not comply with the payrate definition and pay schedule requirements cannot be used to calculate retirement benefits because the amounts do not meet the definition of payrate under Government Code Section 20636(b)(1). When an employer does not meet the requirements for a

publicly available pay schedule, CalPERS, in its sole discretion, may determine an amount that will be considered to be payrate as detailed in CCR Section 570.5.

Recommendation:

The Agency should ensure its pay schedule meets all of the Government Code and CCR requirements.

The Agency should work with CalPERS Employer Account Management Division (EAMD) to identify and make adjustments, if necessary, to any impacted active and retired member accounts pursuant to Government Code Section 20160.

Criteria:

Government Codes: § 20160, § 20636
CCR: § 570.5

The Pay Schedule will need to meet the following criteria as listed in **California Code of Regulations** Section 570.5, which states:

"(a) For purposes of determining the amount of "compensation earnable" pursuant to **Government Code** Sections 20630, 20636, and 20636.1, payrate shall be limited to the amount listed on a pay schedule that meets all of the following requirements:

(1) Has been duly approved and adopted by the employer's governing body in accordance with requirements of applicable public meetings laws;

(2) Identifies the position title for every employee position;

(3) Shows the payrate for each identified position, which may be stated as a single amount or as multiple amounts within a range;

(4) Indicates the time base, including, but not limited to, whether the time base is hourly, daily, bi-weekly, monthly, bi-monthly, or annually;

(5) Is posted at the office of the employer or immediately accessible and available for public review from the employer during normal business hours or posted on the employer's internet website;

(6) Indicates an effective date and date of any revisions;

(7) Is retained by the employer and available for public inspection for not less than five years; and

(8) Does not reference another document in lieu of disclosing the payrate.

(b) Whenever an employer fails to meet the requirements of subdivision (a) above, the Board, in its sole discretion, may determine an amount that will be considered to be payrate, taking into consideration all information it deems relevant including, but not limited to, the following:

(1) Documents approved by the employer's governing body in accordance with requirements of public meetings laws and maintained by the employer;

(2) Last payrate listed on a pay schedule that conforms to the requirements of subdivision (a) with the same employer for the position at issue;

(3) Last payrate for the member that is listed on a pay schedule that conforms with the requirements of subdivision (a) with the same employer for a different position;

(4) Last payrate for the member in a position that was held by the member and that is listed on a pay schedule that conforms with the requirements of subdivision (a) of a former CalPERS employer."

CITY OF WINTERS
california
Est. 1875

Resolution 2016-16

Amending Salary Schedules – CalPERS Audit Finding

City of Winters
Effective July 1, 2008

BENEFIT UNIT & POSITION		MONTHLY SALARY STEPS					ANNUAL SALARY	
		A	B	C	D	E		
MI	Accounting Technician*	$3,065	$3,218	$3,379	$3,548	$3,725	$36,780	$44,700
MI	Administrative Assistant (v)*	$3,192	$3,352	$3,520	$3,696	$3,881	$38,304	$46,572
MI	Administrative Secretary*	$2,584	$2,713	$2,849	$2,991	$3,141	$31,008	$37,692
MI	Buiding Official*	$5,356	$5,624	$5,905	$6,827	$6,510	$64,272	$78,120
E	City Clerk*					$80	$960	$960
E	City Council*					$180	$2,160	$2,160
E	Mayor*					$180	$2,160	$2,160
CON	City Manager*					$10,398	$124,776	$124,776
MI	Community Services Officer*	$2,649	$2,781	$292	$3,066	$3,219	$31,788	$38,628
PO	Corporal**	$4,379	$4,588	$4,807	$5,037	$5,279	$52,548	$63,348
DH	Director of Administrative Services*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
DH	Director of Community Development (v)*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
DH	Director of Financial Management*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
M	Environmental Services Manager*	$5,583	$5,862	$6,155	$6,463	$6,786	$66,996	$81,432
MM	Grant Writer*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,424
DH	Housing Manager*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
PO	Lieutenant (v)**	$5,685	$5,969	$6,267	$6,580	$6,909	$68,220	$82,908
MI	Maintenance Worker - I*	$2,100	$2,205	$2,315	$2,431	$2,553	$25,200	$30,636
MI	Maintenance Worker - II*	$2,778	$2,917	$3,063	$3,216	$3,377	$33,336	$40,524
MI	Maintenance Worker - III - Senior*	$3,376	$3,545	$3,722	$3,908	$4,103	$40,512	$49,236
MI	Maintenance Worker - IV - Field Supervisor*	$4,106	$4,311	$4,527	$4,753	$4,991	$49,272	$59,892
C	Management Analyst - Administration*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460

City of Winters
Effective July 1, 2008

BENEFIT UNIT & POSITION		MONTHLY SALARY STEPS					ANNUAL SALARY	
		A	B	C	D	E		
MM	Management Analyst - Community Development*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460
MM	Management Analyst - Finance*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460
DH	Police Chief*					$9,596	$115,152	$115,152
PO	Police Officer**	$4,179	$4,388	$4,607	$4,837	$5,079	$50,148	$60,948
M	Public Works Superintendent*	$5,583	$5,862	$6,155	$6,463	$6,786	$66,996	$81,432
MI	Records Clerk II*	$2,493	$2,618	$2,749	$2,886	$3,030	$29,916	$36,360
MM	Records & Information Systems Supervisor*	$4,400	$4,620	$4,851	$5,094	$5,349	$52,800	$64,188
MI	Recreation Coordinator*	$2,271	$2,385	$2,504	$2,629	$2,760	$27,252	$33,120
S	Sergeant**	$4,910	$5,156	$5,414	$5,685	$5,969	$58,920	$71,628
E	Treasurer*					$25	$300	$300

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	Hourly Rate/Range
After School Coordinator	33.00-38.00
After School Instructional Aide	12.00-15.00
After School Site Coordinator	20.00-22.00
After School Teacher - Certified	33.00-38.00
Cashier	8.25
Community Center Attendant	7.75-16.00
Intern	9.00-35.00

City of Winters
Effective July 1, 2008

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	Hourly Rate/Range
Lifeguard I	9.25
Lifeguard II	9.75
Lifeguard III	11.25
Lifeguard IV	11.75
Pool Manager	17.25
Project Management	9.00-35.00
Recreation Leader I	8.25
Recreation Leader II	8.75
Recreation Leader III	9.25
Recreation Leader IV	9.75
Recreation Director	13.25
Supervising Lifeguard	14.25

Key to Benefit Codes

C = Confidential
CON = Contract
DH = Department Head
F = Fire
E = Elected
M = Manager
MM = Mid Manager
MI = Miscellaneous
PT = Part Time
S = Sergeants

(v) = Vacant

* Employer pays PERS Misc. Member Contribution of 7%
** Employer pays PERS Safety Member Contribution of 9%

City of Winters
Effective January 1, 2012

BENEFIT UNIT & POSITION		MONTHLY SALARY STEPS					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accounting Technician*	$3,065	$3,218	$3,379	$3,548	$3,725	$36,780	$44,700
MI	Administrative Assistant (v)*	$3,192	$3,352	$3,520	$3,696	$3,881	$38,304	$46,572
MM	Administrative Coordinator - Police Dept.*	$5,616	$5,897	$6,192	$6,502	$6,827	$67,392	$81,924
MI	Buiding Official*	$5,356	$5,624	$5,905	$6,827	$6,510	$64,272	$78,120
F	Captain - Fire**	$4,910	$5,156	$5,414	$5,685	$5,969	$58,920	$71,628
E	City Clerk*					$80	$960	$960
E	City Council*					$180	$2,160	$2,160
E	Mayor*					$180	$2,160	$2,160
CON	City Manager*					$10,398	$124,776	$124,776
MI	Community Services Officer*	$2,649	$2,781	$292	$3,066	$3,219	$31,788	$38,628
PO	Corporal**	$4,379	$4,588	$4,807	$5,037	$5,279	$52,548	$63,348
DH	Director of Administrative Services*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
DH	Director of Community Development*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
DH	Director of Financial Management*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
M	Environmental Services Manager*	$5,583	$5,862	$6,155	$6,463	$6,786	$66,996	$81,432
C	Executive Asst. to City Manager*	$3,114	$3,269	$3,432	$3,604	$3,784	$37,368	$45,408
F	Engineer - Fire**	$4,379	$4,588	$4,807	$5,037	$5,279	$52,548	$63,348
F	Fire Chief**	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
F	Firefighter**	$4,179	$4,388	$4,607	$4,837	$5,079	$50,148	$60,948
MM	Grant Writer*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,424
DH	Housing Manager*	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
PO	Lieutenant (v)**	$5,685	$5,969	$6,267	$6,580	$6,909	$68,220	$82,908
MI	Maintenance Worker - I*	$2,205	$2,315	$2,431	$2,553	$2,681	$26,460	$32,172
MI	Maintenance Worker - II*	$2,917	$3,063	$3,216	$3,377	$3,546	$35,004	$42,552
MI	Maintenance Worker - III - Senior*	$3,545	$3,722	$3,908	$4,103	$4,308	$42,540	$51,696
MI	Maintenance Worker - IV - Field Supervisor*	$4,311	$4,527	$4,753	$4,991	$5,241	$51,732	$62,892
C	Management Analyst - Administration*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460

City of Winters
Effective January 1, 2012

BENEFIT UNIT & POSITION		MONTHLY SALARY STEPS					ANNUAL SALARY	
		A	B	C	D	E		
MM	Management Analyst - Community Development*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460
MM	Management Analyst - Finance*	$3,871	$4,065	$4,268	$4,481	$4,705	$46,452	$56,460
DH	Police Chief**	$6,855	$7,198	$7,558	$7,936	$8,333	$82,260	$99,996
PO	Police Officer**	$4,179	$4,388	$4,607	$4,837	$5,079	$50,148	$60,948
M	Public Works Superintendent*	$5,583	$5,862	$6,155	$6,463	$6,786	$66,996	$81,432
MI	Records Clerk II*	$2,493	$2,618	$2,749	$2,886	$3,030	$29,916	$36,360
MI	Recreation Coordinator (v)*	$2,271	$2,385	$2,504	$2,629	$2,760	$27,252	$33,120
S	Sergeant**	$4,910	$5,156	$5,414	$5,685	$5,969	$58,920	$71,628
E	Treasurer*					$25	$300	$300

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	Hourly Rate/Range
After School Coordinator	33.00-38.00
After School Instructional Aide	12.00-15.00
After School Site Coordinator	20.00-22.00
After School Teacher - Certified	33.00-38.00
Cashier	8.25
Community Center Attendant	7.75-16.00
Intern	9.00-35.00

City of Winters
Effective January 1, 2012

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

	Hourly Rate/Range
Lifeguard I	9.25
Lifeguard II	9.75
Lifeguard III	11.25
Lifeguard IV	11.75
Pool Manager	17.25
Project Management	9.00-35.00
Recreation Leader I	8.25
Recreation Leader II	8.75
Recreation Leader III	9.25
Recreation Leader IV	9.75
Recreation Director	13.25
Supervising Lifeguard	14.25

Key to Benefit Codes

C = Confidential
CON = Contract
DH = Department Head
F = Fire
E = Elected
M = Manager
MM = Mid Manager
MI = Miscellaneous
PT = Part Time
S = Sergeants

(v) = Vacant

* Employer pays PERS Misc. Member Contribution of 7%
** Employer pays PERS Safety Member Contribution of 9%

City of Winters
Effective July 2013

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accounting Technician*	$3,111	$3,267	$3,430	$3,601	$3,781	$37,332	$45,372
MI	Administrative Assistant (v)*	$3,240	$3,402	$3,572	$3,751	$3,938	$38,880	$47,256
MM	Administrative Coordinator - Police Dept.*	$5,700	$5,985	$6,285	$6,599	$6,929	$68,400	$83,148
MI	Buiding Official*	$5,436	$5,708	$5,994	$6,293	$6,608	$65,232	$79,296
F	Captain - Fire***	$5,432	$5,704	$5,989	$6,289	$6,603	$65,184	$79,236
E	City Clerk*					$80	$960	$960
E	City Council*					$180	$2,160	$2,160
E	Mayor*					$180	$2,160	$2,160
CON	City Manager*					$10,554	$126,648	$126,648
MI	Community Services Officer*	$2,689	$2,823	$2,964	$3,113	$3,268	$32,268	$39,216
PO	Corporal**	$4,860	$5,093	$5,337	$5,594	$5,864	$58,320	$70,368
DH	Director of Administrative Services*	$7,306	$7,671	$8,055	$8,458	$8,880	$87,672	$106,560
DH	Director of Community Development (v)*	$7,306	$7,671	$8,055	$8,458	$8,880	$87,672	$106,560
DH	Director of Financial Management*	$7,306	$7,671	$8,055	$8,458	$8,880	$87,672	$106,560
M	Environmental Services Manager*	$5,667	$5,950	$6,248	$6,560	$6,888	$68,004	$82,656
C	Executive Asst. to City Manager (v)*	$3,240	$3,402	$3,572	$3,751	$3,938	$38,880	$47,256
F	Engineer - Fire (v)***	$4,814	$5,045	$5,287	$5,542	$5,809	$57,768	$69,708
F	Fire Chief***	$7,306	$7,671	$8,055	$8,458	$8,880	$87,672	$106,560
F	Firefighter***	$4,614	$4,845	$5,087	$5,342	$5,609	$55,368	$67,308
MM	Grant Writer (v)*	$3,929	$4,126	$4,332	$4,548	$4,776	$47,148	$57,312
DH	Housing Manager*	$7,306	$7,671	$8,055	$8,458	$8,880	$87,672	$106,560
PO	Lieutenant (v)**	$6,339	$6,656	$6,988	$7,338	$7,705	$76,068	$92,460
MI	Maintenance Worker - I*	$2,238	$2,350	$2,467	$2,591	$2,720	$26,856	$32,640
MI	Maintenance Worker - II*	$2,961	$3,109	$3,264	$3,427	$3,599	$35,532	$43,188
MI	Maintenance Worker - III - Senior*	$3,598	$3,778	$3,967	$4,165	$4,374	$43,176	$52,488
MI	Maintenance Worker - IV - Field Supervisor*	$4,376	$4,594	$4,824	$5,065	$5,319	$52,512	$63,828
C	Management Analyst - Administration*	$3,929	$4,126	$4,332	$4,848	$4,776	$47,148	$57,312

City of Winters
Effective July 2013

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Management Analyst - Community Development*	$3,929	$4,126	$4,332	$4,848	$4,776	$47,148	$57,312
MM	Management Analyst - Finance*	$3,929	$4,126	$4,332	$4,848	$4,776	$47,148	$57,312
DH	Police Chief**	$8,026	$8,427	$8,849	$9,291	$9,756	$96,312	$117,072
PO	Police Officer**	$4,660	$4,893	$5,137	$5,394	$5,664	$55,920	$67,968
M	Public Works Superintendent*	$5,667	$5,950	$6,248	$6,560	$6,888	$68,004	$82,656
MI	Records Clerk I*	$2,302	$2,417	$2,538	$2,665	$2,798	$27,624	$33,576
MI	Records Clerk II*	$2,530	$2,657	$2,790	$2,929	$3,076	$30,360	$36,912
MI	Recreation Coordinator (v)*	$2,305	$2,420	$2,541	$2,668	$2,802	$27,660	$33,654
S	Sergeant**	$5,475	$5,748	$6,036	$6,338	$6,654	$65,700	$79,848
E	Treasurer*					$25	$300	$300

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	9.25
PT	Community Center Attendant	9.00 -16.00
PT	CSO Records	18.12
PT	Fire Secretary	18.28
PT	Intern	9.00-35.00

City of Winters
Effective July 2013

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	Lifeguard I	10.25
PT	Lifeguard II	10.75
PT	Lifeguard III	12.25
PT	Lifeguard IV	12.75
PT	Pool Manager	18.25
PT	Project Management	9.00-35.00
PT	Recreation Leader I	9.25
PT	Recreation Leader II	975
PT	Recreation Leader III	10.25
PT	Recreation Leader IV	10.75
PT	Recreation Director	14.25
PT	Supervising Lifeguard	15.25

Key to Benefit Codes

C = Confidential
CON = Contract
DH = Department Head
F = Fire
E = Elected
M = Manager
MM = Mid Manager
MI = Miscellaneous
PT = Part Time
S = Sergeamts

(v) = Vacant

* Employer pays PERS Misc. Member Contribution of 7%
** Employee pays PERS Safety Member Contribution of 9%
*** Employer pays Pers Safety Member Contribution of 9%

City of Winters
Effective July 2014

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Accounting Technician*	$3,156	$3,316	$3,481	$3,655	$3,838	$37,896	$46,056
MI	Administrative Assistant (v)*	$3,289	$3,454	$3,626	$3,807	$3,997	$39,468	$47,964
MM	Administrative Coordinator - Police Dept.*	$5,786	$6,075	$6,379	$6,697	$7,032	$69,432	$84,384
MI	Buiding Official*	$5,518	$5,793	$6,083	$6,387	$6,707	$66,216	$80,484
F	Captain - Fire***	$5,513	$5,790	$6,079	$6,383	$6,702	$66,156	$80,424
E	City Clerk*					$80	$960	$960
E	City Council*					$180	$2,160	$2,160
E	Mayor*					$180	$2,160	$2,160
CON	City Manager*					$10,712	$128,544	$128,544
MI	Community Services Officer*	$2,729	$2,866	$3,009	$3,160	$3,318	$32,748	$39,816
PO	Corporal**	$4,930	$5,166	$5,415	$5,675	$5,949	$59,160	$71,388
DH	Director of Administrative Services*	$7,416	$7,786	$8,176	$8,584	$9,014	$88,992	$108,168
DH	Director of Community Development (v)*	$7,416	$7,786	$8,176	$8,584	$9,014	$88,992	$108,168
DH	Director of Financial Management*	$7,416	$7,786	$8,176	$8,584	$9,014	$88,992	$108,168
M	Environmental Services Manager*	$5,752	$6,040	$6,342	$6,659	$6,992	$69,024	$83,904
C	Executive Asst. to City Manager (v)*	$3,208	$3,369	$3,537	$3,714	$3,900	$38,496	$46,800
F	Engineer - Fire (v)***	$4,883	$5,117	$5,363	$5,621	$5,892	$58,596	$70,704
MM	Facilities Manager*	$5,400	$5,670	$5,954	$6,252	$6,565	$64,800	$78,780
F	Fire Chief***	$7,416	$7,786	$8,176	$8,584	$9,014	$88,992	$108,168
F	Firefighter***	$4,683	$4,917	$5,163	$5,421	$5,692	$56,196	$68,304
MM	Grant Writer (v)*	$3,988	$4,187	$4,397	$4,617	$4,847	$47,856	$58,164
DH	Housing Manager*	$7,416	$7,786	$8,176	$8,584	$9,014	$88,992	$108,168
PO	Lieutenant (v)**	$6,529	$6,855	$7,198	$7,558	$7,936	$78,348	$95,232
MI	Maintenance Worker - I*	$2,272	$2,385	$2,504	$2,630	$2,761	$27,264	$33,132
MI	Maintenance Worker - II*	$3,005	$3,156	$3,313	$3,479	$3,653	$36,060	$43,836
MI	Maintenance Worker - III - Senior*	$3,652	$3,835	$4,026	$4,228	$4,439	$43,824	$53,268
MI	Maintenance Worker - IV - Field Supervisor*	$4,442	$4,664	$4,897	$5,142	$5,399	$53,304	$64,788
C	Management Analyst - Administration*	$3,988	$4,187	$4,397	$4,617	$4,847	$47,856	$58,164

City of Winters
Effective July 2014

	BENEFIT UNIT & POSITION	MONTHLY SALARY STES					ANNUAL SALARY	
		A	B	C	D	E		
MM	Management Analyst - Community Development*	$3,988	$4,187	$4,397	$4,617	$4,847	$47,856	$58,164
MM	Management Analyst - Finance*	$3,988	$4,187	$4,397	$4,617	$4,847	$47,856	$58,164
DH	Police Chief**	$8,146	$8,554	$8,981	$9,430	$9,902	$97,752	$118,824
PO	Police Officer**	$4,730	$4,966	$5,215	$5,475	$5,749	$56,760	$68,988
M	Public Works Superintendent*	$5,752	$6,040	$6,342	$6,659	$6,992	$69,024	$83,904
MI	Records Clerk I*	$2,337	$2,453	$2,576	$2,705	$2,840	$28,044	$34,080
MI	Records Clerk II*	$2,568	$2,696	$2,831	$2,973	$3,312	$30,816	$39,744
MI	Recreation Coordinator (v)*	$2,340	$2,457	$2,579	$2,708	$2,844	$28,080	$34,128
S	Sergeant**	$5,557	$5,835	$6,127	$6,433	$6,755	$66,684	$81,060
E	Treasurer*					$25	$300	$300

EFFECTIVE OCTOBER 2014

PO	Police Officer**	$4,885	$5,129	$5,386	$5,655	$5,938	$58,620	$71,256
PO	Corporal**	$5,085	$5,329	$5,586	$5,855	$6,138	$61,020	$73,656
S	Sergeant**	$5,712	$5,998	$6,297	$6,612	$6,943	$68,544	$83,316
PO	Lieutenant (v)**	$6,339	$6,656	$6,988	$7,338	$7,705	$76,068	$92,460

City of Winters
Effective July 2014

TEMPORARY PART-TIME EMPLOYEE HOURLY WAGES

		Hourly Rate/Range
PT	After School Coordinator	33.00-38.00
PT	After School Instructional Aide	12.00-15.00
PT	After School Site Coordinator	20.00-22.00
PT	After School Teacher - Certified	33.00-38.00
PT	Cashier	9.25
PT	Community Center Attendant	9.00 -16.00
PT	CSO Records	18.4
PT	Fire Secretary	1856
PT	Intern	9.00-35.00
PT	Lifeguard I	10.25
PT	Lifeguard II	10.75
PT	Lifeguard III	12.25
PT	Lifeguard IV	12.75
PT	Pool Manager	18.25
PT	Project Management	9.00-35.00
PT	Recreation Leader I	9.25
PT	Recreation Leader II	975
PT	Recreation Leader III	10.25
PT	Recreation Leader IV	10.75
PT	Recreation Director	14.25
PT	Supervising Lifeguard	15.25

City of Winters
Effective July 2014

Key to Benefit Codes

C = Confidential

CON = Contract

DH = Department Head

F = Fire

E = Elected

M = Manager

MM = Mid Manager

MI = Miscellaneous

PT = Part Time

S = Sergeamts

(v) = Vacant

* Employer pays PERS Misc. Member Contribution of 7%

** Employee pays PERS Safety Member Contribution of 9%

*** Employer pays Pers Safety Member Contribution of 9%

Passed and adopted this 17th day of May, 2016 by the following vote:

AYES:

NOES:

ABSENT:

ABSENT:

CITY OF WINTERS

_____

Cecilia Aguiar-Curry, Mayor

ATTEST:

_____

Nanci G. Mills, City Clerk

CITY OF WINTERS
california
Est. 1875

TO: Honorable Mayor and Council Members

DATE: May 17, 2016

THROUGH: John W. Donlevy, Jr., City Manager

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk

SUBJECT: Appoint Two Council Members to Serve on Community Interview Panel for Police Chief

RECOMMENDATION:
Council Members select two of its members to serve on Community Panel.

BACKGROUND:
On June 10th, as part of the formal Police Chief interview process, City Manager John Donlevy has invited two panels to assist in providing input on the selection of the City of Winters new Police Chief.

The community panelists will serve an integral role by asking the candidates questions and providing the City Manager with feedback on strengths of each candidate. The panel will consist of approximately six members. The City Manager will also interview the final candidates individually. Each of the two panels will ask a different set of questions. The panels represent a diverse group of community organizations.

FISCAL IMPACT:
None

CITY OF WINTERS
california
Est. 1875

CITY COUNCIL
STAFF REPORT

TO:	Honorable Mayor and Councilmembers
DATE:	May 17, 2016
THROUGH:	John W. Donlevy, Jr., City Manager
FROM:	Shelly A. Gunby, Director of Financial Management
SUBJECT:	Budget Review

RECOMMENDATION:
Staff recommends that the City Council review the Staff Report, which contains information related to questions and concerns brought up during the April 19, 2016 Budget Workshop.

BACKGROUND:
On April 19, 2016, the City Council and City Staff held a budget workshop to address priorities and concerns that needed to be addressed in the upcoming 2016-2017 and 2017-2018 budget process. Staff has reviewed the notes from the City Council Workshop as well as notes staff took during the workshop and submits the following information.

Q: The Condition of the City sidewalks was a concern for Councilmembers and staff was asked how we addressed the issue of deteriorating sidewalks in the budget.

A: We budget $7,000 annually for sidewalk repairs and the Public Works Staff performs the work. The full amount budgeted is expended each year to maintain the sidewalks.

Q: The Council indicated that with the advent of the new downtown hotel, City Hall itself could use some sprucing up;

A: Staff also felt that City Hall would need some sprucing up, and including funding in the budget for the painting of the exterior and interior of City Hall. Total Estimated in Budget is $9,000.

Q: The Council asked about the Council Chamber Equipment;

A: There currently is nothing in the budget for this item. Staff needs to research what needs to be done in order to have the equipment function in the manner desired by the Council, Public and Staff. Once a determination of what needs to be done is made, Staff will bring recommendations

and costs forward to the City Council for approval. If needed, a budget adjustment will be requested in order to facilitate the equipment upgrades necessary.

Q: The Council expressed concerns about the Art Park and Newt's Expressway (Alley).

A: The Plan is that the Alley and Park/Paseo be completed at approximately the time the Hotel is expected to open, however, no improvements are anticipated until such time as all the heavy equipment needed to construct the hotel are complete. This is to protect the new alley surface from damage from the heavy construction equipment. Costs are currently not included in this budget; however, once staff has received estimates for the cost of the work, staff will submit a budget adjustment to the City Council to cover this work.

Q: The Council asked if we could underground the utilities in the alley when we replaced the water lines.

A: Undergrounding the utilities is not planned at this time, due to the limited space under the alley. Staff is looking to see if there is a way to lay the new water lines in such a manner that there is space for undergrounding the utilities in the future when PG&E allows us to.

Q: The Council asked how additional businesses within the City would affect the need for additional staffing, in particular in the Police Department.

A: Staff has anticipated that increased activity within the Community will require some additional staffing for both Police and Fire Departments. The budget as developed at this point has added one additional Police Officer position and one additional Firefighter Position in the second year of the budget (2017-2018) when we anticipate the opening of both the PG&E facility and the hotels that will hopefully provide lodging for the attendees of the PG&E facility as well as other out of town visitors. Additionally, staff is looking into grant opportunities for both Police and Fire for staffing grants to help the City transition to a larger Police and Fire Department. Should grant funding become a reality, Staff will bring forward a budget adjustment and request authority to add additional staffing as allowed by the grant.

Q: The Council requested information related to reducing some of the property crimes within the City. During this discussion, the issue of Automated License Plate readers and Cameras at the entrances to the City of Winters was brought up.

A: Currently Chief Kreins and Ron Karlen are looking into grant opportunities to purchase these items. These items are not in the current budget, however, should grant funding be located, staff will bring forward a budget adjustment request as well as a report on the grant and the benefits of purchasing and installing the equipment.

Q: The Council requested that we pursue the idea of using Solar Power at the Swimming Pool.

A: This is not currently in the budget; however, Staff will explore what options there are for installing a solar system at the Swimming Pool and the potential Cost/Savings to be incurred. The installation of a solar system at the Swimming Pool will require the participation of the School District since the Pool is on School property. Staff will provide information to the Council once

received and if directed to move forward, a budget adjustment will be requested.

Q: The Council asked about partnering with the School District to upgrade the Community Center and make it a Theatre/Community Center. Council asked to include this item on a 2x2 with the School District.

A: The item was include on the 2x2 agenda with the School District, and the City was informed that the School District was exploring the opportunity to issue another school bond to build their own Theatre and Community Room.

Q: The Council wanted to know how staff intended to address post-employment liabilities, including the CalPERS unfunded liability.

A: Staff is currently proposing changes to the MOU's for the bargaining groups that will help in some areas;

1. Staff is asking all employees to pay their share of the PERS contribution, currently for all Miscellaneous and Fire employees, the City pays the employee share, we are proposing that retroactive to October of 2015, all employees are responsible for paying their own PERS contribution.
2. Staff is proposing that all employees have a cap of 500 hours on Vacation as of June 30 of each fiscal year. Employees would be operating under a use it or lose it scenario, any employee that has a vacation balance of more than 500 hours on June 30, of each year would "give up" the additional hours at the end of the fiscal year. This will impact the Compensated absences that are calculated each year and provide a measure of control over the funding of unused leave.
3. In the long term, as the City increases the recurring revenue stream to support the ongoing operations of the City and no longer has to depend on one-time revenues to support the operations of the City, Staff will be putting together a plan to pay down the unfunded liability from the CalPERS actuarial reports. Accomplishing this goal will take some determination and may force some difficult choices.

Q: The Council waned to have a group meeting with Staff, Chamber of Commerce representatives and Councilmembers to discuss business licenses, TOT and other issues of mutual interests.

A: The requested meeting was held on May 10, 2016 and was a productive meeting.

FISCAL IMPACT:
None at this time.