



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, August 1, 2017

Members of the City Council

*Wade Cowan, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
Pierre Neu*

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

5:30 p.m. – Executive Session

AGENDA

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

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

6:30 p.m. – Regular Session

AGENDA

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

Roll Call

Pledge of Allegiance

Approval of Agenda

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 18, 2017 (pp. 5-14)
- B. Resolution 2017-39, a Resolution of the City Council of the City of Winters to Approve a Grant Deed for a Public Right of Way and Public Utility Easement - Niemann Street (pp. 15-22)
- C. Public Improvement Agreement for Chevron/Starbucks Project (pp. 23-45)
- D. Second Reading and Adoption of Ordinance 2017-03, an Ordinance of the City Council of the City of Winters for the Amended and Restated Development Agreement for the Property known as Creekside Estates (40-lot subdivision) Located Near the Intersection of Grant Avenue and Main Street, between the City of Winters and the Catholic Bishop of Sacramento a California Corporation Sole (pp. 46-115)
- E. Request for Street Closure for Annual Earthquake Festival (pp. 116-118)
- F. City Park Futsal Court Project Painting & Striping (pp. 119)

PRESENTATIONS

DISCUSSION ITEMS

1. Public Hearing and Adoption of Resolution 2017-35, a Resolution of the City Council of the City of Winters Regarding a Comprehensive User Fee Update (pp. 120-148)
2. Public Hearing and Adoption of Resolution 2017-42, a Resolution of the City Council of the City of Winters to Consider the Addition of Commercial Mixed Organic to the Waste Management Agreement (pp. 149-155)
3. Public Hearing and Adoption of Resolution 2017-41, a Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Requesting Collection of Charges on Tax Roll (pp. 156-160)
4. Resolution 2017-40, a Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills (pp. 161-167)
5. Yolo Habitat Conservancy EIR/EIS Presentation and Public Comment (pp. 168-175)
6. Resolution 2017-36, a Resolution of the City Council of the City of Winters Amending the 2017-2018 Operating Budget for the City of Winters (pp. 176-179)
7. Draft Storm Water Management Plan (pp. 180-208)

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

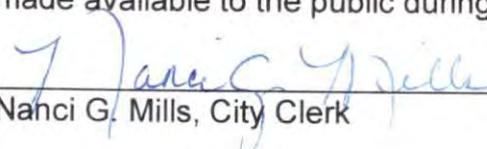
1. None

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 1, 2017 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on July 27, 2017, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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

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

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

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council
Held on July 18, 2017

Mayor Wade Cowan called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy, Jr., City Attorney Ethan Walsh, Contract Planner Dave Dowswell, Police Chief John Miller, Economic Development/Housing Manager Dan Maguire, Public Works Superintendent Eric Lucero, Building Official Gene Ashdown, and Management Analyst Tracy Jensen.

Mayor Cowan welcomed and thanked the Winters High School Youth Council for attending the meeting and asked them to lead the Pledge of Allegiance.

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

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
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, June 20, 2017
- B. On-Call Contracts with Blackburn Consulting and Geocon for Materials Sampling and Testing and Geotechnical Engineering Services Associated with Private Development and Public Works Construction Projects
- C. Wastewater Treatment Facility Bar Screen Design Project
- D. Wastewater Treatment Facility Monitoring Services with Luhdorff & Scalmanini
- E. City Park Futsal Court Project - Grading & Paving

City Manager Donlevy gave an overview. Council Member Biasi recused himself for Item E, City Park Futsal Court Project due to the proximity of his residence to the City Park Futsal Court. Motion by Council Member Loren, second by Council Member Anderson to approve Items A-D on the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

Motion by Council Member Loren, second by Council Member Anderson to approve Item E on the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: Council Member Biasi
ABSTAIN: None

PRESENTATIONS

City Manager Donlevy introduced Dixon Fire Chief Jay Bushrow, who has 25 years of experience working for a number of agencies and is now part of the Dixon Administrative team. Mayor Cowan congratulated and welcomed Chief Bushrow, who started his employment two days after the Winters fire broke out.

Winters Police Chief John Miller gave a power point presentation and said the departments' only problem is attrition. Chief Miller provided a budget summary, Uniform Crime Reporting statistics, arrest statistics and patrol activity statistics. He stressed Engineering, Education, and Enforcement within the department and provided the department's mission statement, motto, principles, vision statement and philosophy. The Winters Police Department performs many types of

community outreach and education and also includes regional participation and partnerships. Council Member Loren asked how much funding the department needs for their canine unit. Chief Miller said they are short by \$20K but have applied for a grant through Yocha Dehe, although they did receive a single donation of \$15K. Mayor Cowan voiced his surprise that 13 parking tickets had been issued.

DISCUSSION ITEMS

1. Olive Grove Subdivision - Proposed Inclusionary Housing Plan
 - a. Resolution 2017-37, a Resolution of the City Council of the City of Winters Approving an Affordable Housing Plan for Olive Grove Subdivision
 - b. Public Hearing and Resolution 2017-38, a Resolution of the City Council of the City of Winters for the Consideration and Approval of Revised Tentative Map (Olive Grove Subdivision - 21 lots) for Parcels APN 003-391-005 and 003-392-001 near Apricot Avenue and Hemenway Street

Housing Manager Dan Maguire gave an overview of the proposed inclusionary housing plan and introduced Chris Williams, managing member of SLO Rentals LLC. Council Member Neu said the general plan includes inclusionary housing, and we say we're going to include it within the new developments, but when are we going to start doing it? Dan said it's even more challenging now that the first-time homebuyers assistance is no longer available through the City, but staff will continue to work on it. Council Member Biasi said as a member of the Affordable Housing Steering Committee (AHSC), they all thought this was a fair plan for the developer and for the City with one unit being moderate income and said they are getting there.

Contract Planner Dave Dowsnell reviewed the history of Olive Grove and confirmed the minimum number of lots increased from 18 to 21 based on the City's medium density land use category and is consistent with the general plan for the minimum lots allowed. The Affordable Housing Steering Committee as well as the Planning Commission reviewed the tentative map, which was approved unanimously.

Mayor Cowan opened the public hearing at 7:25 p.m.

Jeff Tenpas, 24 E. Main St., said he was concerned with the way our affordable housing plans have been going with the new subdivisions. He added that instead of following the general plan, the City goes outside of the plan and approves an in-lieu plan instead. The principle of the affordable housing plan is to spread affordable housing out through the City. Instead it's being concentrated in a few areas in town. Where will the in lieu fee be applied? Are

we talking with anyone regarding the next affordable housing project? Mayor Cowan replied by identifying the new senior housing project on East Baker, Blue Mountain Terrace, as the next affordable housing project. City Manager Donlevy added that affordable housing is being integrated into the Stone's Throw project. Housing Manager Dan Maguire said the City's obligation is 3 affordable units for every 61 units. Blue Mountain Terrace will satisfy this obligation from these three projects.

Don Jordan, 718 Hemenway, said as a builder, the affordable housing aspect is a complete loss to a developer, smaller lots are even harder to build on, and it is not feasible to build this development. The five lots being planned on Hemenway need to be reduced to three or four. Eighteen lots was a good number.

Joe Bristow, 405 Pear Place, said he and his neighbors have enjoyed privacy, peace and quiet and asked those who are designing the locations of the houses within the lots to consider this and not place the pools right next to the fences. Fifty-seven existing properties will be affected by the Apricot Avenue connection. Residents in the area have had zero traffic until now, and this will become the new faster short-cut to school. Joe requested signage, speed bumps, etc. to address this issue. He also suggested that staff check the lot numbers for duplications.

Lauren Brickey, 716 Hemenway, said the five lots on Hemenway are not keeping with the flow and feel of the neighborhood. Squeezing five new homes into this area does not seem realistic and will create parking problems. She asked Council to carefully consider this project.

Sandy Vickrey, 7 E. Main, Ste. C, asked for full disclosure. The original map submitted by the Ogando's had no access to Hemenway and she likes the access to Hemenway as presented. She said 4 lots within the project are designated for duplexes and asked if this was the solution to the low income housing need. Applicant Chris Williams indicated that each side of the duplex will be an individual unit.

Mayor Cowan closed the public hearing at 7:41 p.m.

Council Member Loren said she sees smaller infill projects as beneficial to the City and agrees with Council Member Neu regarding inclusionary housing, but realizes that with the current market, the City must be OK with in-lieu fees although it strays from the principles of the general plan. Mayor Cowan said he had a problem with 5 lots on Hemenway as they are smaller than any other dwellings in the neighborhood. Hemenway is already one of the most crowded streets in town and he has a problem approving 21 lots. 18 lots is more realistic. The Mayor has no problem with the affordable housing part, which is more than fair. This plan is crowding Hemenway too much and also agrees that Apricot Avenue will be a short-cut. It will help with congestion, but steps need to be

taken for traffic control, ie: speed bumps. Contract Planner Dave Dowswell said that Council can make it part of the agreement. Council Member Biasi echoed Mayor Cowan's thoughts on this development. The City needs in-fill development, but he wants to see something match the existing neighborhood. He would also like to see 18 lots, if not 15 lots and asked if the applicant could work with City staff to do this. Applicant said if the project is downsized, affordable housing could be a problem. City Attorney Walsh said if the lot size is to be reduced from 21 to 18, it must be re-zoned and the City would have to do a general plan amendment, as zoning currently indicates 21 units. Contract Planner Dave Dowswell said Council could direct staff to do a general plan amendment and zoning amendment at the City's expense, or they can try to drop one lot on Hemenway. Council Member Neu asked if the state would have to approve the new plan and Dave replied no. Mayor Cowan asked if zoning cleanup was possible and questioned why a general plan amendment is necessary. Dave said this project has a lower density range than that in the general plan and 18 lots were originally approved. Staff subsequently found on another project the Council had previously changed the land use range in 2003 by increasing it. City Manager Donlevy said to meet certain requirements, the zoning, density and housing element were re-calculated to arrive at the new density range for the entire city and we can't selectively change one zone. Council Member Anderson said one of the benefits of the project is Apricot Avenue going through and said he appreciated Joe Bristow's comments. He asked the applicant if Joe's comments were feasible. Chris Williams said all dwellings would be consistent with R-2 requirements and all dwelling would have to comply with fence and setback requirements. City Manager Donlevy said all plans have to go through design review, followed by the Design Review Committee, Planning Commission and City Council. Mayor Cowan reiterated that he was glad to see Apricot going through and glad to see empty property getting filled in, but he has a problem with 5 lots on Hemenway. 18 lots is much more proper for this property.

Motion by Council Member Loren, second by Council Member Anderson to approve Resolution 2017-37 approving an Affordable Housing Plan for Olive Grove Subdivision.

Council Member Anderson said beside the benefit to get Apricot Avenue through, he favors staff recommendation knowing we can have more design review if needed. Regarding inclusionary housing, Council Member Biasi said we've kind of spread it around town and not concentrated it in one part of town and identified five projects that include inclusionary housing units. Council Member Loren said the idea is to not have project-like housing in the City and the City has been good at avoiding it.

Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan

NOES: None
ABSENT: None
ABSTAIN: None

Motion by Council Member Neu, second by Council Member Loren to approve Resolution 2017-38 approving the revised tentative map for the 21-lot Olive Grove Subdivision for Parcels APN 003-391-005 and 003-392-001 near Apricot Avenue and Hemenway Street. Motion carried with the following vote:

AYES: Council Members Anderson, Loren and Neu
NOES: Council Member Biasi and Mayor Cowan
ABSENT: None
ABSTAIN: None

2. Public Hearing and Introduction of Ordinance 2017-03, an Ordinance of the City Council of the City of Winters for the Amended and Restated Development Agreement for the Property known as Creekside Estates (40-lot subdivision) Located Near the Intersection of Grant Avenue and Main Street, between the City of Winters and the Catholic Bishop of Sacramento a California Corporation Sole

City Manager Donlevy said park fees play a key role in the payoff of improvements ie: Well #7, traffic signals, etc. Contract Planner Dave Dowswell said this is one of multiple Development Agreements that was approved beginning in 2005. One condition that has carried over to this amended and restated development agreement is the deletion of the annuity, which will be done. The installation of broadband in the infrastructure will be required and the document will expire in 5 years.

Council Member Anderson asked how the section regarding the power of eminent domain in the draft agreement can be exercised and is concerned that it can be used to take somebody's residence. City Attorney Walsh said this is pretty standard language. If Watt Communities requires a public improvement that they don't own, and the City is putting the requirement on them, they will negotiate with the property owner to obtain property to build the improvements. A private party must negotiate with the property owner. The City could go through with eminent domain is desired, but it is not required and is considered on a case by case basis. Council Member Anderson asked if they could get a public improvement easement instead. City Attorney Walsh said the City is under the California Constitution to use public domain for public improvements and doesn't see the need to purchase anyone's home.

Mayor Cowan opened the public hearing at 8:20 p.m. and closed the public hearing at 8:20 p.m. with no comment.

Council Member Biasi said the project needs large lots for custom homes. A lot of homes backing up to the creek have a large backyard but can't build close to the creek. The buildable and usable area is not that big. We still have two years and the agreement can be extended long term at that time, if needed. City Manager Donlevy said there are 40 units in the subdivision and if building starts in 2018 and may extend out through 2019 and into 2020 or 2021. If the development agreement expires in 2019, the diocese will have to go it again. Kevin Webb said it will take 4-5 months for plans, 2-3 months to process the plans with the City, and 4-5 months to start building. There is no incentive to slow down and the developer would want to process this agreement as soon as possible.

Council Member Loren asked if the sidewalks will be wide and lined with trees like those along Grant Avenue in front of the church. City Manager Donlevy said one of the specific conditions is an 8-ft. sidewalk that will continue along Grant Avenue with a Class One bike lane, utilizing the City's bike and pedestrian master plan. On Main Street, the bike lane will remain Class Two with similar width. When the project comes back for further approval, Mayor Cowan asked if fewer lots would be considered or is the number of lots set in stone. City Attorney Walsh said there is already a tentative map for this project. Council Member Anderson asked if affordable housing agreements were incorporated into this project. City Manager Donlevy said yes, they had paid in lieu fees and will pay two more.

Motion by Council Member Anderson, second by Council Member Loren to introduce Ordinance 2017-03 approving the Amended and Restated Development Agreement for the Creekside Estates Subdivision between the City of Winters and the Catholic Bishop of Sacramento, a California Corporation sole, keep the term "economic conditions" as part of Section 3.6(a), and extend the time to file the Final Map from 150 to 180 days. Motion carried with the following vote:

AYES: Council Members Anderson, Loren, Neu and Mayor Cowan
NOES: Council Member Biasi
ABSENT: None
ABSTAIN: None

3. Economic Development

City Manager Donlevy gave an overview of the three recommendations by the Economic Development Subcommittee (re-establishment of the Economic Development Advisory Committee (EDAC), City/Chamber Collaboration through an Economic Development Office, and City Membership and Affiliation with Regional Organizations) and reviewed the key roles of the EDAC. Council Member Neu and Mayor Cowan agreed this item was well thought-out. The

EDAC is a great idea and its members come from a lot of different areas. A lot of good came from the prior EDAC committee. Council Member Neu advised keeping in touch with the Snow Mtn. monument and support it however we can and to finish the creek project to attract more people. Council Member Biasi stated he would like to continue serving on the EDAC. City Manager Donlevy said City Clerk Nanci Mills has the proper form in order to re-start the committee. Or a resolution can be created to assign tasks. Snow Mtn. and Putah Creek will be added to the list. This item will come back to Council on 8/1 or 8/15, and the parking project will also be wrapping up. Mayor Cowan asked City Manager Donlevy if a general plan update can be part of the EDAC conversation. City Manager Donlevy said they would take a look at the land use. Council Member Anderson said if we start making changes to the general plan, don't lose site of the recreational opportunities in the north area (sports park!) He also added that UCD will do as much as they can.

4. Infrastructure Transition Plan

City Manager Donlevy brought before Council a recommendation to approve the Infrastructure Transition Plan to be submitted to CalTrans. He explained how this plan fits into a larger plan and reviewed the power point presentation. He also distributed a Sidewalk/Ramp Improvement Plan for review. Governor Brown signed a gas tax increase and the City will see an increase in road monies from \$300,000 to \$500,000. City Manager Donlevy requested Council review and approve the transition plan and complaint procedure. Council Member Loren asked what the criteria for prioritization was for the locations identified in the plan. Public Works Superintendent Eric Lucero said location and length of time needed will determine the order, although if other work is being done in a particular area that is included in the plan, staff will likely do that work at the same time. Council Member Loren said a certain location had been brought to her attention: Winters Senior Apartments and Winters Apartments at Morgan & Baker Streets. Upgrades to this location are currently scheduled for July, 2018 but asked if they could be moved up. Eric said yes, that can be done and indicated a storm drain is located in the middle of the street at that intersection.

Kate Laddish, 400 Morgan Street, said drivers drive fast along Morgan between E. Main and Grant and said ramps are needed for basic safety. Kate also inquired about a roundabout at Morgan and Grant and asked how the plan of the new development affects accessibility. Driveways are difficult, as are planting strips that line the sidewalks. The ramps to the parking lot at Abbey are not connected and are not accessible. The obstacle course along Railroad Avenue and Main Street, otherwise known as sidewalk enhancements or parklets, and cars parked in driveways that stick out onto the sidewalk blocks access. Kate also identified visiting RV's with cables and hoses going over the sidewalk and poles or trees in the sidewalks also prevent access.

Tina Lowden said the bike lane on Railroad Avenue near the high school is often eliminated by the placement of green waste. Also, trucks drive too fast on Railroad and the balloon vans drive too fast on Niemann.

Mayor Cowan said the Morgan & Baker intersection needs to move up on the priority list due to the construction of the roundabout at Walnut & Grant as traffic will be diverted through this area. Council Member Biasi said he is usually not too happy about CalTrans, but this brings to light the things we need to do to make the City more accessible and walkable. Thanks to Eric and to Kate for her comments. Bill asked if there was a complaint form for people to report issues without submitting a formal claim, just to make the City aware of an issue. City Manager Donlevy said the Morgan Street roundabout will be the next one, staff has completed a paving index, and the Morgan & Baker intersection is the first priority. Council Member Loren asked if staff could balance appearance vs utility at Rotary Park by installing a curved walkway.

Motion by Council Member Loren, second by Council Member Neu to approve the Transition Improvement Plan. Council Member Anderson requested the public comments be incorporated into the plan and Council Member Neu requested the complaint procedure be less formal. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

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

1. None

CITY MANAGER REPORT: Friends of Winters Putah Creek served Solano County with a lawsuit against the Putah Creek EIR. Staff met with Hostetler and Roberts regarding the north area property, storm drain master plan update and ideas for future planning, who agree with the idea of making a large benefit out of a flood master plan. In planning of the area, they are very open to community-based projects when/if they want to move forward, although no dates were decided. All in all, it was a very positive meeting. We're working with a very diversified group - farming & development. It was agreed by all that it is very important to be transparent.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 9:37 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Adopt Resolution No. 2017-39 to Approve a Grant Deed for a Public Right of Way and Public Utility Easement - Niemann Street

RECOMMENDATION: Staff recommends the City Council:

1. Adopt Resolution No. 2017 - 39, to approve a Grant Deed for a Public Right of Way and Public Utility Easement - Niemann Street, pending WJUSD approval; and
2. Authorize the City Clerk to accept and record the Grant Deed on the City's behalf.

BACKGROUND: When the WJUSD developed and built the Shirley Rominger Intermediate School; the right of way and utility easement for Niemann Street frontage were never dedicated to the City. The school district constructed the roadway and appurtenances to the western property line, to provide vehicular and pedestrian access, but the improvements have remained private. Winters Highlands is currently developing property to the west of the school, and is required to extend Niemann Street to connect to the new extension of Main Street. With the extension of the roadway; the portion of Niemann fronting Shirley Rominger Intermediate School needs to become public.

DISCUSSION: A Grant Deed has been prepared by a licensed Land Surveyor, which includes 60' public right of way, and 10' public utility easement along the school frontage. The Grant Deed conveys the right of way and easement from the WJUSD to the City of Winters. Winters Highlands will extend roadway improvements as part of the Phase 1 development.

The School Board will hold a preliminary reading of the Grant Deed and Agreement at their August 3, 2017 meeting and will take action on the Grant Deed and Agreement at their August 17, 2017 meeting. Pending their approval; City Council is requested to approve the Grant Deed and authorize the City Clerk to accept and record the Grant Deed on the City's behalf.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachments: Resolution No. 2017 - 39
Grant Deed and Exhibits

RESOLUTION NO. 2017 - 39

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
TO APPROVE A GRANT DEED FOR A PUBLIC RIGHT OF
WAY AND PUBLIC UTILITY EASEMENT - NIEMANN STREET**

WHEREAS, when the WJUSD developed and built the Shirley Rominger Intermediate School; the right of way and utility easement for Niemann Street frontage were never dedicated to the City; and

WHEREAS, Winters Highlands is currently developing property to the west of the school, and is required to extend Niemann Street to connect to the new extension of Main Street; and

WHEREAS, with the extension of the roadway; the portion of Niemann fronting Rominger School needs to become public; and

WHEREAS, a Grant Deed has been prepared by a licensed Land Surveyor, which includes 60' public right of way, and 10' public utility easement along the school frontage; and

WHEREAS, the School Board will take action on the Grant Deed, at their July 20, 2017 meeting. Pending their approval; City Council is requested to approve the Grant Deed and authorize the City Clerk to accept and record the Grant Deed on the City's behalf.

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

1. Adopt Resolution No. 2017 - 39, to approve a Grant Deed for a Public Right of Way and Public Utility Easement - Niemann Street, pending WJUSD approval; and
2. Authorize the City Clerk to accept and record the Grant Deed on the City's behalf.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 1st day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

RECORDING REQUESTED BY AND RETURN TO:

City Clerk
City of Winters
318 First Street
Winters, CA 95694

Location: City/Uninc _____

Recording Fee \$ _____

Document Transfer Tax \$ _____

- This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).
- Computed on Full Value of Property Conveyed, or
- Computed on Full Value Less Liens & Encumbrances Remaining at Time of Sale

Signature of declarant or agent determining tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

GRANT DEED

FOR A VALUABLE CONSIDERATION, WINTERS JOINT UNIFIED SCHOOL DISTRICT (Grantor), GRANT(S) to the CITY OF WINTERS, A MUNICIPAL CORPORATION, the following described real property situate in the City of Winters, County of Yolo, State of California:

A public Right-of-Way in fee and Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such easement being more particularly described in Exhibits A and B attached hereto and made a part hereof for a full legal description, and;

The purpose of the easements are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of the landscaping planting, trimming, maintenance and/or removal of any trees or other plants within said Easement.
3. Review and control all signage and other appurtenances on said easement.
4. Review and control all vehicle access across said property

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto.

The person or persons signing below represent that he/she/they is/are the party/parties with an interest in the property described herein.

Dated this ____ day of _____, 2017.

GRANTOR:

By: _____

By: _____

(PROPER NOTARY ACKNOWLEDGMENT OF EXECUTION BY GRANTOR MUST BE ATTACHED.)

Project: Winters Highlands Subdivision – Phase I
Grantor: Winters Joint Unified School District
Parcel No.:

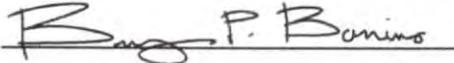
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EXHIBIT A
LEGAL DESCRIPTION
for
THE CITY OF WINTERS

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of that Parcel of land as described in Document No. 1999-0025340-00, Yolo County Records, and being more particularly described as follows:

STREET RIGHT-OF-WAY PARCEL:

BEGINNING at the Northwest corner of that Parcel of land described in Book 2091 of Official Records at Page 446, said County Records, said point being distant the following two (2) courses and distances from National Geodetic Survey Designation "T 1069" (PID-JS2157): 1) South 00°33'35" East 19,091.66 feet to National Geodetic Survey Designation "B 849" (PID-JA2151); and 2) South 70°03'48" West 2,908.83 feet; thence, from said POINT OF BEGINNING and along the North line of said Parcel of land as described in said Document No. 1999-0025340-00 the following three (3) courses and distances: 1) South 89°48'22" West 268.41 feet; 2) along a tangent curve to the left, concave Southerly, said curve having a radius of 630.00 feet, through a central angle of 05°35'27" and having an arc distance of 61.47 feet; and 3) South 84°12'55" West 613.86 feet to the Northwest corner of said Parcel of land; thence, along the West line of said Parcel of land, South 05°47'05" East 60.00 feet to the Northwest corner of Parcel 5 as described in Document No. 2015-0010121-00; thence, along the North line of said Parcel 5 and a line 60.00 feet South of and parallel to the North line of said Parcel of land the following four (4) courses and distances: 1) North 84°12'55" East 36.49 feet to a point hereinafter called point "A"; 2) North 84°12'55" East 577.37 feet; 3) along a tangent curve to the right, concave Southerly, said curve having a radius of 570.00 feet, through a central angle of 05°35'27" and having an arc distance of 55.62 feet; and 4) North 89°48'22" East 268.45 feet to the West line of said Parcel of land described in said Book 2091 of Official Records at Page 446; thence, along said West line,


Bryan P. Bonino, L.S. 7521



9/7/16
Date

North $00^{\circ}13'39''$ West 60.00 feet to the POINT OF BEGINNING.

Containing $1.295\pm$ acres of land, more or less.

TOGETHER with a Public Utilities Easement, 10.00 feet in width, lying parallel and adjacent to Niemann Street, as described and designated on Exhibit B, attached hereto.

ALSO TOGETHER WITH a Public Utilities Easement, 10.00 feet in width, lying parallel and Southeasterly of the Southeasterly line of said Parcel Five as described in Document No. 2015-0010121-00, said County Records, and designated on Exhibit B, attached hereto, being more particularly described as follows:

BEGINNING at said POINT "A", thence, from said POINT OF BEGINNING and along said Southeasterly line, South $38^{\circ}01'23''$ West 50.52 feet to the most Southerly corner of said Parcel Five.

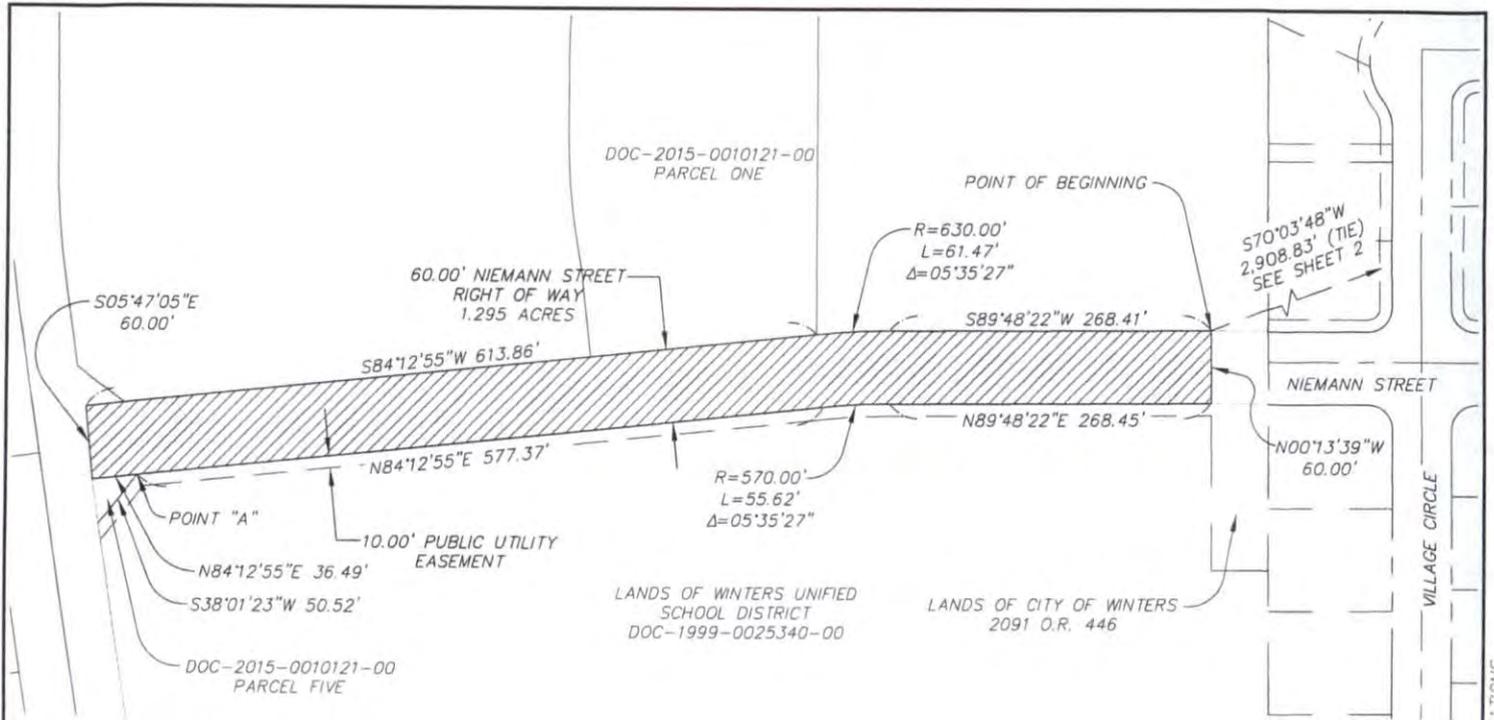
The sideline of said strip of land shall be lengthened or shortened so as to terminate of the South line of the 10.00 feet Public Utilities Easement described above and the West line of said Parcel of land as described in said Document No. 1999-0025340-00.

The basis of bearings for this description is the grid bearing between National Geodetic Survey Designations "B 849" (PID-JA2151) and "T 1069" (PID-JS2157); said "B 849" having coordinates of North (Y) 1,956,182.60 feet and East (X) 6,569,995.02 feet, Epoch date of 2011.00; said "T 1069" having coordinates of North (Y) 1,975,272.50 feet and East (X) 6,569,808.49 feet, Epoch date of 2011.00; said grid bearing being South $00^{\circ}33'35''$ East as determined from National Geodetic Survey data sheets.

All bearings and coordinates shown herein are grid based on the California Coordinate System of 1983, Zone 2. All distances shown herein are ground. To obtain grid distances, multiply ground distances by the combination factor of .99995394.

End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.



DOC-2015-0010121-00
PARCEL ONE

POINT OF BEGINNING

R=630.00'
L=61.47'
Δ=05°35'27"

S70°03'48"W
2,908.83' (TIE)
SEE SHEET 2

60.00' NIEMANN STREET
RIGHT OF WAY
1.295 ACRES

S89°48'22"W 268.41'

NIEMANN STREET

S05°47'05"E
60.00'

S84°12'55"W 613.86'

N89°48'22"E 268.45'

N00°13'39"W
60.00'

POINT "A"

R=570.00'
L=55.62'
Δ=05°35'27"

10.00' PUBLIC UTILITY
EASEMENT

N84°12'55"E 36.49'

S38°01'23"W 50.52'

LANDS OF WINTERS UNIFIED
SCHOOL DISTRICT
DOC-1999-0025340-00

LANDS OF CITY OF WINTERS
2091 O.R. 446

DOC-2015-0010121-00
PARCEL FIVE

VILLAGE CIRCLE

 AREA OF RIGHT OF WAY: 1.295± ACRES

*SEE BASIS OF BEARINGS ON SHEET 2

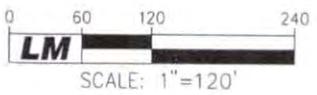
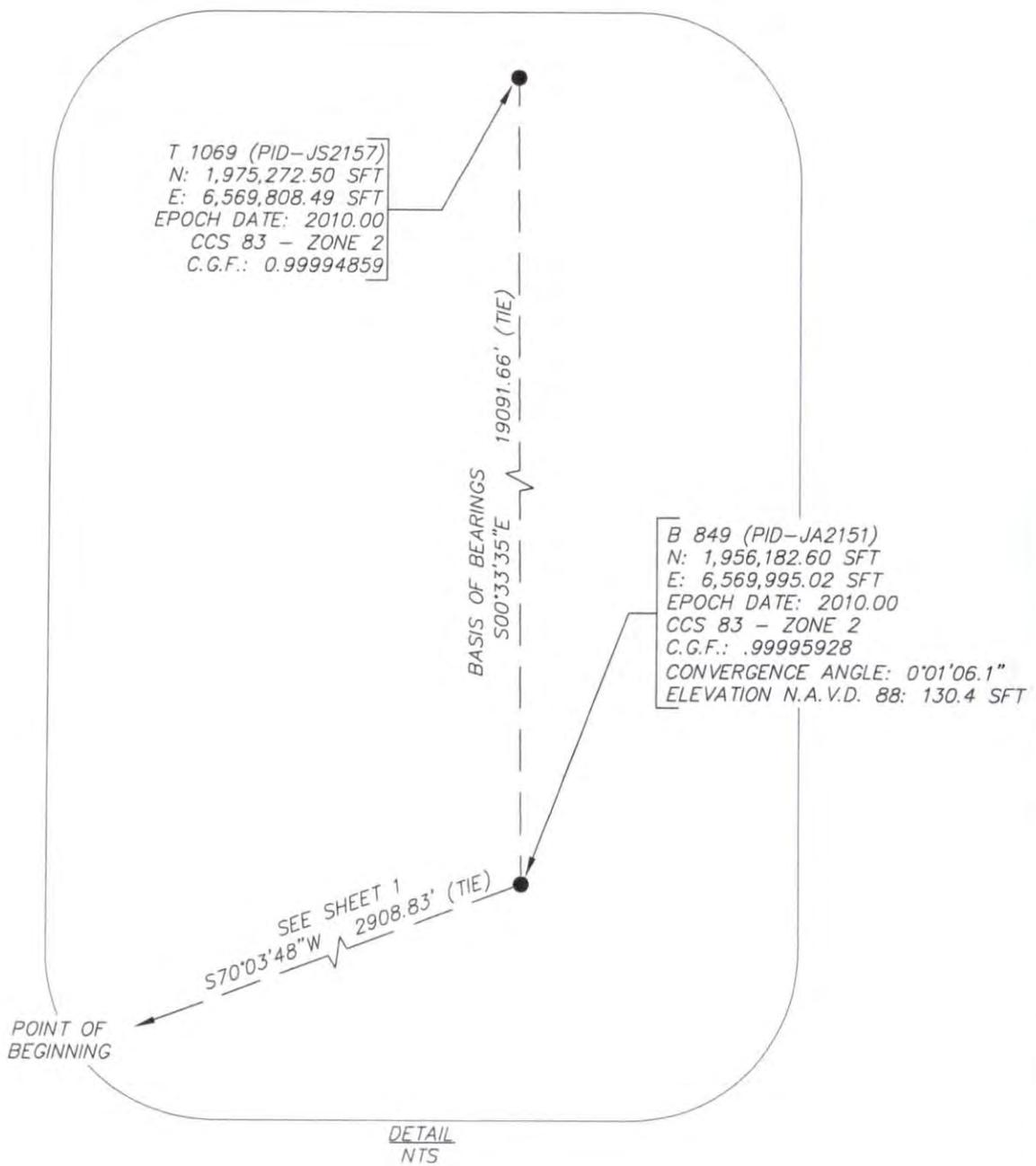


EXHIBIT B
CITY OF WINTERS
LOCATED IN A PORTION OF SECTION 21
TOWNSHIP 8 NORTH, RANGE 1 WEST
MOUNT DIABLO MERIDIAN
CITY OF WINTERS,
YOLO COUNTY, CALIFORNIA
SHEET 1 OF 2 SEPTEMBER 7, 2016

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 862-1755
P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · FAX: (530) 862-4602



T 1069 (PID-JS2157)
 N: 1,975,272.50 SFT
 E: 6,569,808.49 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: 0.99994859

B 849 (PID-JA2151)
 N: 1,956,182.60 SFT
 E: 6,569,995.02 SFT
 EPOCH DATE: 2010.00
 CCS 83 - ZONE 2
 C.G.F.: .99995928
 CONVERGENCE ANGLE: 0°01'06.1"
 ELEVATION N.A.V.D. 88: 130.4 SFT

DETAIL
 NTS

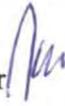
EXHIBIT B
 CITY OF WINTERS
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X:\Land Projects\2159-5\dwg\STREET DEDICATIONS



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Public Improvement Agreement for Chevron/Starbucks Project

RECOMMENDATION: That City Council approve the Public Improvement Agreement and authorize the Mayor to execute the Public Improvement Agreement for the Chevron/Starbucks Project.

BACKGROUND: The attached Public Improvement Agreement has been prepared for the Chevron/Starbucks. Approval will allow the public improvements associated with the project to be constructed.

The Design Review application and Conditions of Approval were approved by Planning Commission on June 28, 2016. As a condition of the development, the Applicant is required to enter into a Public Improvement Agreement in order to construct the required public improvements.

The project includes improvements along the frontage of Matsumoto Lane, extending north of E. Grant Avenue. The improvements consist of commercial driveways, curb, gutter, and sidewalk, road widening, utility services, and signing and striping. Improvements will also be constructed along the frontage of E. Grant Avenue, within the State Right of Way.

The Public Improvement Agreement requires bonds to assure construction of the public improvements, a deposit for city inspection, and stipulates the work shall be completed within one year of notice to proceed.

FISCAL IMPACT: None associated with this action

Attachment: Public Improvement Agreement

Recording Requested by
and when Recorded, return to:

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

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

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

PUBLIC IMPROVEMENT AND MAINTENANCE AGREEMENT

This Public Improvement and Maintenance Agreement (“AGREEMENT”) is made and entered into this ____ day of _____, 2017 (“EFFECTIVE DATE”) by and between the **CITY OF WINTERS**, a municipal corporation, hereinafter called (“CITY”) and **ASHRAF ALI**, hereinafter called (“DEVELOPER”). CITY and DEVELOPER are hereinafter sometimes collectively referred to as the “PARTIES” and singularly as “PARTY.”

RECITALS

WHEREAS, DEVELOPER is the owner of certain property located within the CITY, commonly known in the City of Winters as the Chevron/Starbucks Property, on the NW corner of E. Main and Matsumoto (the “Property”) and is currently developing the property with a Chevron convenience store market and car wash, and a Starbucks coffee shop with drive-through, known as the Matsumoto Lane Commercial Development (“PROJECT”); and

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

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

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

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

AGREEMENT

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

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

2. **Inspection Fees:** The DEVELOPER shall pay to the CITY fees for inspecting the construction of the required public improvements in an amount equal to a deposit of Sixty-Five-Thousand Eight-Hundred and Twenty-Six Dollars (\$65,826). Said fees in the amount of \$65,826 shall be paid prior to start of construction.

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

3. **Construction of Improvements:**

a. Except as otherwise provided below, DEVELOPER agrees to furnish, construct and install at DEVELOPER's sole cost and expense all the required public improvements as shown and approved on the improvement plans prepared by Laugenour and Meikle, dated 6/12/17 ("IMPROVEMENT PLANS"), a copy of which are on file in the office of the City Engineer, and is incorporated herein by reference, along with any changes or modifications as may be required by the City Engineer, or by the Developer (which are approved by City.) The IMPROVEMENT PLANS may be modified by the DEVELOPER as construction progresses, provided that any modification is approved in writing by the City Engineer. The total estimated cost of the required public improvements is Three-Hundred-Fifty-Eight-Thousand Seven-Hundred and Sixty-Seven Dollars (\$358,767).

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

c. DEVELOPER agrees that gas, electric, telephone or cable television utilities shall be provided via underground transmission facilities to Developer's property at no cost to CITY.

4. **Conformance with Improvements Plans:**

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

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

5. **Fulfillment of Conditions:** DEVELOPER shall fulfill all conditions of approval imposed by CITY's Planning Commission on June 28, 2016 and incorporated herein by this reference, in accordance with CITY ordinances, and state law.

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

7. **Inspection and Access to Work**

a. Except as otherwise provided, all equipment, materials, and work shall be subject to inspection and testing by the City Engineer. The City Engineer may observe the progress and quality of the work and determine, in general, if construction of the required public improvements is proceeding in accordance with the intent of the IMPROVEMENT PLANS. The

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

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

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

construct acceptable work, and to provide adequate safety precautions in conformance with this AGREEMENT.

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

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

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

g. Where any part of the work is being done under an encroachment permit or building permit, or is subject to Federal, State, County or City codes, laws, ordinances, rules or

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

8. Timeliness and Extension:

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

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

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

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

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

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

a. Improvement securities in the sum of Three-Hundred-Fifty-Eight-Thousand Seven-Hundred and Sixty-Seven Dollars (\$358,767) for Performance, which is equal to 100% of the estimated cost to construct the public improvements within the CITY rights of way; and

b. Improvement securities in the sum of One-Hundred-Seventy-Nine-Thousand Three-Hundred and Eighty-Three Dollars (\$179,383) for Payment/Materials, which is equal to 50% of the estimated cost to construct the public improvements within the CITY rights of way

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

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

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

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

assure payment of reasonable expenses and fees, including reasonable attorney's fees.

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

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

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

13. **Utility Arrangements:** DEVELOPER shall file with the City Engineer, prior to commencement of any work to be performed pursuant to this AGREEMENT, a written statement or a will service letter signed by DEVELOPER and each Applicable public utility serving the project, providing that DEVELOPER has made all arrangements required and necessary to provide the public utility service to the project. Said agreement will provide for the undergrounding of all Applicable utility lines on the property as approved by the City Engineer. For purposes of this paragraph, the term "public utility" shall include, but is not limited to, a company providing natural gas, water, sewer, electricity, telephone, and/or cable television service. Said provision shall be

without expense to the CITY.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22. Prevailing Wages:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**DEVELOPER: Ashraf Ali
5000 East 2nd Street
Benicia, CA 94510
Telephone: (707) 747-2955**

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

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

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

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

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

32. Time For Payment of Fees:

- a.** If DEVELOPER owes CITY money as reimbursement of costs related to processing application to date, said reimbursement shall be paid prior to the EFFECTIVE DATE of this AGREEMENT.
- b.** Fish and Game CEQA Mitigation: The DEVELOPER shall comply with provisions of Fish and Game Code Section 711.4 by, prior to any construction or grading of the PROJECT site, submitting written evidence of having paid applicable Fish and Game mitigation fees.
- c.** Building Permits Fees: Appropriate building permit fees shall be paid prior to issuance of building permits.
- d.** City Development Impact Fees: City of Winters Development Impact Fees in effect at the time of issuance of building permits shall be paid prior to issuance of certificates of occupancy unless otherwise stated in this requirement. Currently those fees are Water, Streets, Police, Fire, Sewer, Local Drainage, Flood Area Storm Drainage Development Impact Fees, General Capital, and Monitoring (General Plan).
- e.** The Flood Area Storm Drainage Development Impact Fees referred to in paragraph 32(d) for this Property and shall be paid in full prior to issuance of the certificates of occupancy for the development.
- f.** Development Impact fees are subject to an annual increase each July based upon the Engineering News Record Construction Cost Index.
- g.** Yolo County Facilities Fees: County fees must be paid prior to issuance of certificates of occupancy.
- h.** Public Improvement Plan Check Fees: Appropriate plan check fees shall

be paid prior to plan check of IMPROVEMENT PLANS.

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

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

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

(ALL SIGNATURES MUST BE ACKNOWLEDGED)

CITY OF WINTERS:

DEVELOPER:

BY: _____
WADE COWEN, MAYOR

BY:  _____
ASHRAF ALI (title?)

ATTEST:

APPROVED AS TO FORM:

Nanci G. Mills, CITY CLERK

Ethan Walsh, ATTORNEY



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
FROM: David Dowswell, Community Development Department
John W. Donlevy, Jr., City Manager 
SUBJECT: Second Reading and Adoption of Ordinance 2017-03, an Ordinance of the City of Winters Approving the Amended and Restated Development Agreement By and Between the City of Winters and Catholic Bishop of Sacramento, a California corporation sole, for the Creekside Estates Subdivision

RECOMMENDATION:

That the City Council:

1. Receive a Staff Report on a proposed Creekside Estates Amended and Restated Development Agreement, and
2. Waive the second reading and adopt Ordinance No. 2017-03, approving the Amended and Restated Development Agreement by and between the City of Winters and Catholic Bishop of Sacramento, a California sole corporation.

BACKGROUND:

On July 18, 2017, the City Council approved the Amended and Restated Development Agreement (DA).

DISCUSSION:

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

1. Term: Establishes a new term for the DA by extending it to 2022, or (5) years effective from the date of recording.
2. Annuity: Revises the original DA by deleting Section 4.4 regarding the provision requiring a fiscal neutrality annuity payment of \$6,500 per unit. This is being deleted after the same requirement for the Hudson-Ogando, Callahan Estates and Winters Highlands subdivisions was deleted from their DAs based on a revised fiscal analysis indicating these projects will be fiscally neutral.
3. 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.
4. Broadband Infrastructure: Revise the Agreement to require the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.

The attached ordinance has been amended to include all of the minor changes approved by the Council at the first reading on July 18, 2017.

ATTACHMENTS:

- A. Ordinance, including Exhibit "A", the Amended and Restated Development Agreement

ORDINANCE NO. 2017-03

AN ORDINANCE OF THE CITY OF WINTERS APPROVING AN AMENDMED AND RESTATED DEVELOPMENT AGREEMENT FOR THE CREEKSIDE ESTATES DEVELOPMENT DATED DECEMBER 22, 2005, BETWEEN THE CITY OF WINTERS AND CATHOLIC BISHOP OF SACRAMENTO, A CALIFORNIA CORPORATION SOLE TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR AN ADDITIONAL THREE YEARS, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND REQUIRE CONDUIT TO BE INSTALLED FOR A FUTURE BROADBAND NETWORK

WHEREAS, the City of Winters (“City”) and Donald Miller (“Miller”) entered into that certain Development Agreement dated December 22, 2005 (“Development Agreement”); and

WHEREAS, the Development Agreement provides for the residential development of 41 single-family units (“Project”) on 13.7 acres of certain real property in the City (“Property”); and

WHEREAS, after Miller passed away in 2007, his heirs subsequently sold the Property to the Catholic Bishop of Sacramento (“Developer”); and

WHEREAS, the Property has not been developed, and the parties now desire to extend the term of the Development Agreement for an additional eight years and to make other changes to it; and

WHEREAS, on December 14, 2011, 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 Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

WHEREAS, on December 20, 2011, 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 amendment to the Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

WHEREAS, on June 13, 2017, 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 July 18, 2017, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Amended and Restated Development Agreement were heard and at which the Amended and Restated Development Agreement was comprehensively reviewed; and

WHEREAS, the City Council reviewed and studied the Amended and Restated Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF AMENDMENT. Pursuant to California Government section 65868, the City Council hereby approves the Amended and Restated Development Agreement, attached hereto as **Exhibit A** (“Amendment”).

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

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

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

SECTION 3. CEQA. The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder’s Office within five (5) working days of adoption of this Ordinance.

SECTION 4. RECORDATION. Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

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

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

The foregoing ordinance was introduced on July 18, 2017, and passed and adopted during a regular meeting of the City Council of the City of Winters on August 1, 2017, by the following vote to wit:

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

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

EXHIBIT "A"
AMENDMENDED AND RESTATED DEVELOPMENT AGREEMENT

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

THE CATHOLIC BISHOP OF SACRAMENTO,

A CALIFORNIA CORPORATION SOLE

[CREEKSIDE PROPERTY]

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**AN AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE CATHOLIC
BISHOP OF SACRAMENTO RELATING TO THE DEVELOPMENT
OF THE PROPERTY COMMONLY KNOWN AS
THE CREEKSIDE PROPERTY**

THIS AMENDED AND RESTATED DEVELOPMENT AGREEMENT ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and the CATHOLIC BISHOP OF SACRAMENTO, a California corporation sole (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 desires to develop certain residential 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 Creekside 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 15, Chapter 15.72 of the Winters Municipal Code [entitled "Development Agreements"].

4. In order to meet these needs, the City and Developer's predecessor in interest Donald Miller entered into a Development Agreement that was recorded in the Official Records of Yolo County as Document No. 2005-0063213-00, which Development Agreement has been amended by a First Amendment to Development Agreement entered into by and between the City and Developer dated December 20, 2011 and recorded in the Official Records of Yolo County as Document No. 2012-0011280 (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 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 Creekside Estates 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. "Creekside 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 Creekside Estates Tentative Subdivision Map is attached as Exhibit C.
5. "Creekside Estates" means the single family residential development created by the Creekside 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 April, 2016, 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 Creekside Estates Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

11. "Developer" means the CATHOLIC BISHOP OF SACRAMENTO, a California corporation sole, and/or its successor(s) or assigns 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. "Property" means the property commonly known as the Creekside Property, Yolo County Assessor's Parcel No. 003-430-12 (consisting of approximately 11.0 acres) and 003-120-04 (consisting of approximately 2.75 acres), and is more specifically shown and described in Exhibits A and B.

23. "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.

24. "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 Creekside Property, Yolo County Assessor's Parcel Nos. 003-430-12 and 003-120-04. 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 Creekside 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 20, 2022, 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 Creekside 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.

e. 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.

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:

Catholic Bishop of Sacramento, a California corporation sole
Pastoral Center
2110 Broadway
Sacramento, CA 95818
Attn:
Telephone (916) 733-0100

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 inure 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. 2017-3 adopted _____, 2017 and effective on _____, (the "Enacting Ordinance")).

2. A rezoning of the Property from Single Family Residential, 6,000 square foot average minimum (R-2) to Single Family Residential, 7,000 square foot average minimum (R-1).

3. The Creekside Estates Tentative Subdivision Map consisting of approximately forty (40) single family residential lots on 13.7 acres. Of the forty (40) residential lots, four (4) must be made available via offer to sell to local builders as defined by the City's land use regulations.

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

b. The Developer may apply for and receive one final subdivision map for Creekside Estates, or the Developer may choose to file separate final maps for various phases of Creekside 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 Creekside Estates Tentative Subdivision Map is hereby extended to be co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

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 Creekside Estates Tentative Subdivision Map.

2. Exclusion from 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 Creekside 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.

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. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within one hundred eighty (180) days after this Agreement is recorded, submit for approval by the City the final map for Creekside 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.

b. 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.

Section 3.7 Maximum Number of Building Permits Per Year.

a. The Developer may apply for and receive as many single family building permits as there are lots in Creekside Estates.

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 as set forth in Section 2.3.

c. Any building permit applied for but not issued prior to a forthcoming building code change (update) shall be allowed to be built under the building code in effect at the time of application. Building for which a permit was applied for must be obtained within six (6) months and must be commenced within one (1) year.

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 Creekside Estates. Prior to the approval of a final subdivision map for Creekside Estates (or a phase, as the case may be), 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 Creekside 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, including but not limited to the Subdivision Map Act (Gov't Code §§66410 *et seq.*) and the City's Subdivision Ordinance (Winters Municipal Code Title 16).

b. If the Developer proceeds by filing final maps for various phases of Creekside 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 Creekside 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 Creekside 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 Creekside 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 Creekside 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 \$5,000, then the Developer will be credited with having paid that fee for 5 building permits.).

Section 3.11 Subsequent Discretionary Approvals.

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.

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.

ARTICLE 4

DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

The Developer acknowledges and agrees that the mitigation of the impact of Creekside 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 to mitigate the impact on schools with the Winters Joint Unified School District, which agreement was recorded _____, 20__ as Instrument No. 20__ - _____ of Official Records County of Yolo.

Section 4.2 Park Fees.

Developer shall satisfy its 0.9 acre neighborhood park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500.00) as follows: Developer shall pay the sum of _____ Dollars (\$ _____) at the time of issuance of a building permit for each residential structure.

Section 4.3 Public Safety Facility.

Developer shall pay the City's Public Safety Facility fee.

Section 4.4 Intentionally Omitted.

Section 4.5 Affordable Housing.

Lot numbers 7 and 9 as shown on the Creekside Estates Tentative Subdivision Map will be divided in two to create four (4) affordable housing units (one (1) moderate income, two (2) low income, and one (1) very low income unit). In addition, Developer is required to create two (2) affordable units off-site. In lieu of constructing two (2) off-site affordable housing units, the Developer, at the time of filing of the final map for Creekside Estates (or the first phase thereof, as the case may be) pay to the City Two Hundred Thousand Dollars (\$200,000). This constitutes the remaining amount owed by Developer, from its original

obligation to pay the City Two Hundred Thousand Dollars (\$200,000.00) in lieu of constructing the two (2) off-site affordable units. The Developer previously paid the City Two Hundred Thousand Dollars (\$200,000) in affordable housing in-lieu fees pursuant to the Original Agreement.

Section 4.6 Urban Water Management Plan.

a. An expanded and upgraded Wastewater Treatment Plant ("WWTP") may be needed in order to treat the wastewater from the Creekside Estates Subdivision, and other developing properties within the City. The Developer of the Winters Highlands Subdivision, a separate residential development proceeding in the City has paid for the cost of (i) development of an update to the January 2007 Wastewater Treatment Plant Master Plan, which will update the available capacity of the WWTP and will determine what the next phase of WWTP expansion should be, when that phase will be triggered by development, and what the associated tasks and costs are for that expansion, and (ii) development and completion of a financing plan for the WWTP expansion, to establish the funding mechanism(s) required for the expansion.

b. The City anticipates that the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan shall be used to develop updated Impact Fees to fund the cost of improvements to the WWTP that may be needed in order to treat the wastewater from the Creekside Estates Subdivision and other developing properties within the City. Such updated Impact Fees will also take into account the cost of funding the update to the January 2007 Wastewater Treatment Plant Master Plan and the financing plan. Developer shall pay such Impact Fees as are in effect at the time the payment is made.

Section 4.7 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 Creekside Estates 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.

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 Creekside 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 15.72.270 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 Creekside 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 Creekside 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 Creekside 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 Creekside Estates 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. 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"
CATHOLIC BISHOP OF
SACRAMENTO, a California
corporation sole

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 Location Map of Creekside Property
- B Legal Description of Creekside Property
- C Creekside Estates Tentative Subdivision Map
- D Conditions of Approval, Including Mitigation Measures
- E School Agreement

EXHIBIT A
Location Map of Creekside Property

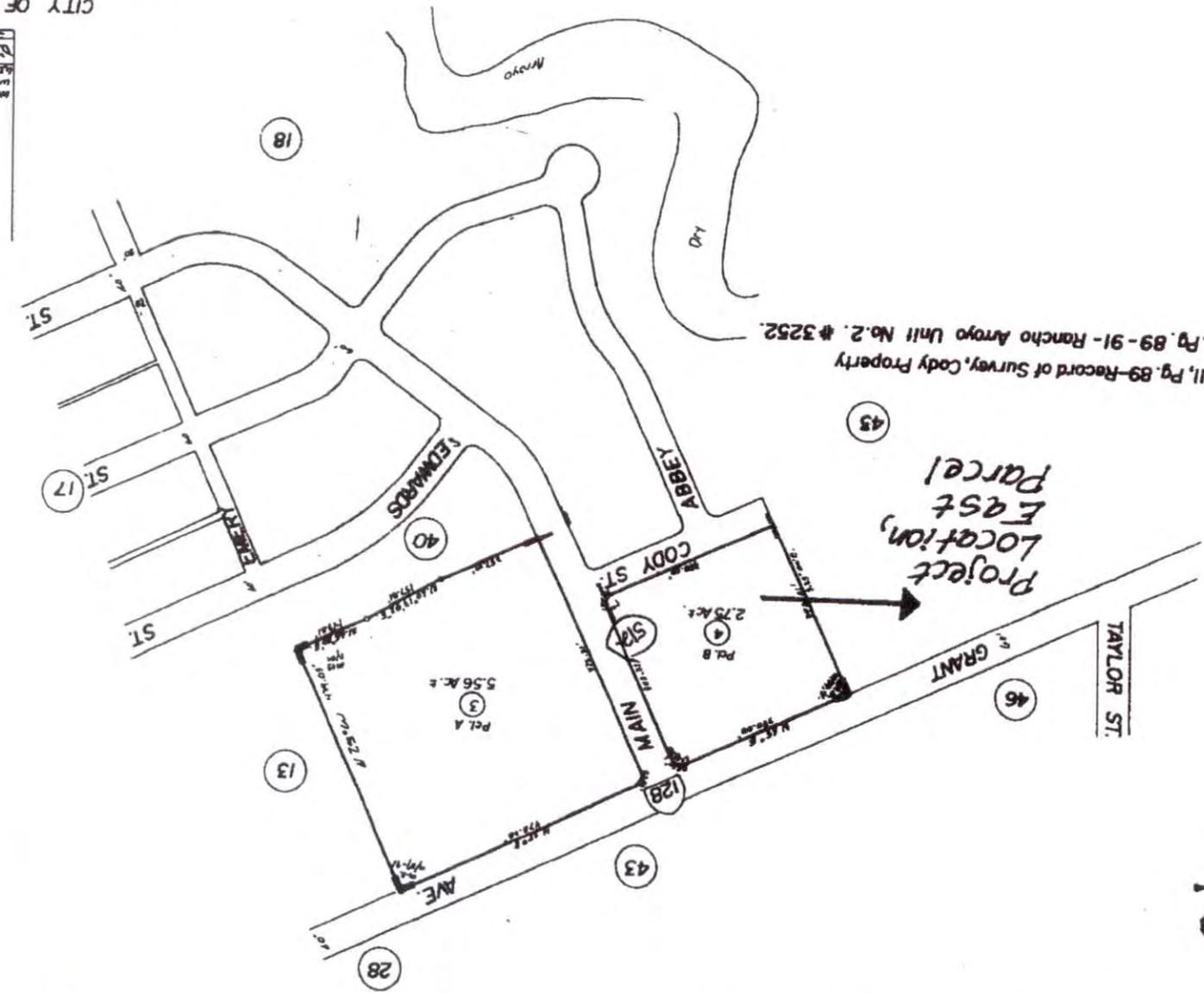
Project Location, East Parcel

M. & S. Bk. II, Pg. 89-Record of Survey, Cody Property
M. B. Bk. 14, Pg. 89-91-Rancho Arroyo Unit No. 2, #3252

Mr. 7201	1/20/87
Mr. 5576	4/14/87
Mr. 4281	2/16/87
Mr. 7317	

CITY OF WINTERS,
Assessor's Map Bk. 3, Pg. 12
County of Yolo, Calif.

NOTE-Assessor's Block Numbers Shown in Ellipses
Assessor's Parcel Numbers Shown in Circles



CAUTION-These maps ARE NOT to be used for legal descriptions:

3-12
9
1" = 200'

EXHIBIT B
Legal Description of Creekside Property

ORDER NO. : 3111001021-GH

The land referred to is situated in the County of Yolo, City of Winters, State of California, and is described as follows:

PARCEL NO. 1

Beginning at a point on the Northerly line of Rancho Rio de Los Putos, distant thereon North 65° East, 23.37 chains, more or less, from the Northwest corner of Lot 16 of Waldemars Survey of Subdivision of a portion of Rancho Rio de Los Putos; said point of beginning being also the Northeast corner of a tract of land now or formerly owned by G. B. Moore; thence from said point of beginning, North 65° East, along the said Northerly line of said Rancho 62 rods 10 feet to the Northwest corner of a tract of land now or formerly owned by A. B. Wilson; said Northwest corner of said Wilson's land being located North 25° West 39.0 feet and South 65° 1625.70 feet to the Northwest corner of Block 1, D. P. Edwards Addition to the Town of Winters according to the Official Plat thereof, filed for record in the office of the Recorder of Yolo County, California, in Book 39 of Deeds, Page 394; thence South 25° East, along the West line of said Wilson's land, 44 rods to a point; thence South 00° 29.5' West 4 rods, 6 feet and 6 inches to the center of dry arroyo; thence Northwesterly along the said center of said arroyo 75 rods, more or less, to the Southeast corner of the first mentioned tract of land now or formerly owned by Moore; thence North 25° West, along the East line of said Moore's land 7 rods to the point of beginning.

APN: 003-430-12

PARCEL NO. 2

Lot B of Subdivision No. 3252, Rancho Arroyo No. 2, recorded on July 27, 1987, in Book 14 of Maps, Pages 89, 90 and 91, Yolo County Records, and as corrected by Certificate of Correction recorded September 21, 1988, in Book 1969, Page 380, Official Records.

APN: 003-120-04

EXHIBIT C
Creekside Estates Tentative Subdivision
Map

EXHIBIT D
Conditions of Approval, including
Mitigation Measures

**FINDINGS OF FACT AND CONDITIONS OF APPROVAL
for the CREEKSIDE ESTATES SUBDIVISION PROJECT
(Final revised -- approved by City Council on April 19, 2005)**

FINDINGS OF FACT

Findings for Adoption of Mitigated Negative Declaration

1. The City Council has considered the proposed Mitigated Negative Declaration 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 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 Creekside Estates Subdivision Mitigated Negative Declaration.

Findings for General Plan Amendment

1. Amendment of the General Plan to redesignate this property for larger lots is in the best interest of the citizens of Winters and necessary to provide "move up" housing which is currently in short supply within the City.

Findings for Rezoning

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

Findings for PD Overlay and PD Permit

2. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 8-1.5117 of the Zoning Ordinance.

3. 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.
4. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.
5. 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.
6. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.
7. 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 Bikeway System Master Plan

1. The amendment to the Bikeway System Master Plan results 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)

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 Negative Declaration (as corrected in the final resolution of approval). The project shall be constructed as depicted on the maps and exhibits included in the Negative Declaration, 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 (4 lots) shall be offered for sale to local builders or owner-builders.
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; and avoidance of dark colored roofing. A minimum of 12 of the market-rate homes shall have a minimum of 2.4kW (peak-rated DC watts) photovoltaic solar energy system. The developer shall identify these lots on the final map and purchasers shall be notified prior to sale.
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. All homes in this subdivision shall have "low application rate" lawn sprinkler systems, as approved by the Planning Commission.
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. 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.
14. 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.
15. 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 Winters Fire Protection District standards.
16. 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.
17. 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.
18. 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.
19. 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.

Dry Creek Protections

20. Pursuant to General Plan Policy VI.D.1, the Dry Creek corridor shall be protected by a 50-foot setback from the bank within which no structure may be constructed or placed and the natural terrain and vegetation shall be preserved and protected.
21. Pursuant to General Plan Policy VI.D.2, except for trails, the Dry Creek corridor shall be preserved as much as possible in its natural state. Access and trails shall not eliminate or degrade riparian habitat values and shall be sited to minimize impacts on sensitive wildlife habitat or riparian vegetation.
22. Pursuant to General Plan Policy VI.D.3, trees and shrubs planted within the corridor shall be selected from a list of native plants approved by the City. Non-native trees and shrubs should be removed. New irrigation or planting within the dripline of existing native oaks within the protected area of the creek corridor are prohibited.
23. Pursuant to General Plan Policy VI.D.8, brush clearing, mowing of natural vegetation, fire breaks, or similar activities are prohibited in the corridor unless a demonstrated need exists to protect the public health, safety, or welfare as determined by the Fire Protection District or other public agency with legal jurisdiction.
24. The entirety of these conditions related to restrictions within the 50-foot setback shall be disclosed to each buyer as a written notification, the wording for which shall be approved by the City Attorney.
- 24.1 There shall be no improvements placed within the high creek banks of Dry Creek. This shall be disclosed to each buyer of a lot adjoining Dry Creek as a written disclosure. Wording shall be approved by the City Attorney.
- 24.2 Lots adjoining Dry Creek shall include a written disclosure to each buyer that the creek is a dynamic entity with banks that may erode or shift over time. The 50-foot setback is imposed for that reason. Wording shall be approved by the City Attorney.

Negative Declaration Mitigation Measures

25. 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.

26. 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 or greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

An enforcement plan shall be established to weekly evaluate project-related on-and-off- road heavy-duty vehicle engine emission opacities, using standards as defined in California Code of Regulations, Title 13, Sections 2180 - 2194. An Environmental Coordinator, CARB-certified to perform Visible Emissions Evaluations (VEE), shall routinely evaluate project related off-road and heavy duty on-road equipment emissions for compliance with this requirement. Operators of vehicles and equipment found to exceed opacity limits will be notified and the equipment must be repaired within 72 hours.

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

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

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

27. Mitigation Measure #3: Homes constructed as a part of the project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces
28. Mitigation Measure #4: Focused surveys for Valley Longhorn Elderberry Beetles (VELB) shall be conducted by a qualified biologist to determine presence of the species. The surveys shall be conducted, data collected, and mitigation required according to the USFWS' guidance document Conservation Guidelines for the Valley Elderberry Longhorn Beetle (USFWS 1999). If no plants are found then no further mitigation is required. If plants are found they shall be avoided and a 20-foot buffer from the dripline is required. If the plants can not be avoided then consultation with the USFWS is required and a mitigation plan should be prepared for approval by the Service. At a minimum the mitigation plan should include acquisition of credits at an approved mitigation bank or implementation of onsite mitigation and monitoring plan that includes transplantation of plants and planting elderberry seedlings. If the potential for take is identified following surveys, the project proponent will implement the referenced guidelines through coordination with the USFWS under Section 10 of the federal Endangered Species Act.
29. Mitigation Measure #5: 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.
30. Mitigation Measure #6: 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.

31. Mitigation Measure #7: 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. The City shall review the MOU with DFG to determine whether or not the portion of the project area that was planted in orchard is subject to the mitigation fee. A fee shall be collected by the City of Winters for impacts to up to 13.7 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.
32. Mitigation Measure #8: 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. If the bone is uncovered and it appears to be human, California law mandates that the Yolo County coroner be contacted. If the bone is likely to be Native American in origin, the coroner must contact the Native American Heritage Commission in Sacramento to identify the most likely descendents.
33. Mitigation Measure #9: A Geotechnical Report shall be prepared for the subdivision by a qualified engineer to confirm onsite soil capabilities and geological conditions and make recommendations to be followed in subsequent home construction. 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 report.
34. Mitigation Measure #10:
 - a. Several soil samples shall be collected from a burn area on the southerly side of the metal barn and tested for priority pollutant metals.
 - b. Several soil samples shall be collected from the orchard area and from the vicinity of the irrigation well (a former chemical mixing area) and tested for the presence or organochlorinated pesticides. A water sample from the irrigation well shall also be collected and tested for organochlorinated pesticides.
 - c. The two on-site water wells shall be properly abandoned in accordance with State and County regulations.
 - d. The open sewage trench on the westerly side of the residence shall be properly closed and abandoned in accordance with County regulations for sewer and septic systems.
35. Mitigation Measure #11: 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 home, the builder shall submit for design review and approval. The developer is responsible for securing design review approval for the Grant Avenue landscape area and fencing.

36. Mitigation Measure #12: Where the facades of two-story homes are located within 47 feet of the Grant Avenue roadway centerline, the building plans shall be reviewed by a qualified acoustical professional to identify the acoustical treatments necessary for the units to meet the 45 dB Ldn interior noise level criteria. If these homes are located more than 47 feet from the Grant Avenue roadway centerline, no additional acoustical analysis is necessary.
37. Mitigation Measure #13: The applicant shall fund the preparation of a fiscal impact analysis to examine project impacts on the City's general fund. The applicant shall enter into a Development Agreement with the City that includes provisions acceptable to the City Council for mitigating any projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, establishment of an annuity the interest proceeds of which would cover the projected deficit, or other acceptable mechanisms.
38. Mitigation Measure #14: The applicant shall pay park mitigation fees to satisfy the obligation for 0.9-acre of developed parkland. Fees shall include both the value of the land and improvements that would otherwise be constructed if the parkland was provided on-site.
39. Mitigation Measure #15: a. Install a traffic signal at the intersection of Grant Avenue/I-505 Northbound Ramps. The traffic signal would need to be installed after construction and occupancy of 40 single family dwelling unit "equivalents" citywide (i.e., multi-family housing units are 0.6 single family dwelling unit "equivalents").

b. 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.
40. Mitigation Measure #16: The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map. The project applicant shall commission a detailed study to evaluate the capacity available in the Edwards Street sewer line and shall provide facility improvements to accommodate the proposed Creekside Estates development. The project is required to fund and construct off-site improvements necessary to support the development. Such improvements could include, but not be limited to a water well, water lines, sewer lines and storm drainage lines. Should property acquisition or additional CEQA clearance be required for off-site improvements, this will be the responsibility of the developer.
41. Mitigation Measure #17: If necessary, the applicant shall fund the up-front costs of design and construction of a new water well and associated conveyance pipeline (including site acquisition and CEQA clearance if necessary). The location of the well shall be at a site satisfactory to the City. This cost is 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

42. 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.
43. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
44. The main electrical panel for each residence shall be located at the exterior of the building and capable of total electrical disconnect by a single switch throw.
45. All address numbering shall be clearly visible from the street fronting the property. All buildings shall be identified by either four (4) inch high illuminated numbers or six (6) inch high non-illuminated numbers on 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.

46. The applicant shall pay all development impact fees, fees required by other entities, and permit fees.
47. 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.
48. BIKE WAYS: Class II bike lanes (on-street) shall be provided on Main Street. Class 1 bike trail (off-street) shall be provided on Grant Avenue. The tentative map shall be adjusted if necessary to incorporate the appropriate rights-of-way, to the satisfaction of the City Engineer.
49. FENCING: Prior to issuance of first building permit the developer shall install perimeter fencing along the north south and east property lines as specified. Design specifications shall be submitted for City approval prior to construction. East Side: With approval of adjacent property owners, the applicant shall retrofit existing wood privacy fencing with metal posts. Where adjacent owner objects, no retrofit is required. North Side: The fencing along Grant Avenue shall be comprised of reinforced masonry columns with a concrete curb, steel interim posts, steel rails, and redwood fencing. West and South Sides: The applicant shall install 6-foot ornamental iron fencing no closer than ten feet to the high creek bank. Maintenance of all fencing shall be the responsibility of the homeowner to the approved specification of the City. This shall be disclosed to each buyer as a written disclosure. Wording shall be approved by the City Attorney.
50. Deleted
51. The minimum square footage for the six half-plex plots shall be 3,500 square feet.
52. Deleted
53. The Grant Avenue cross-section on the map shall be corrected to show a 24-foot width and a 10-foot bike path. A landscaping plan for the path area shall be submitted for review and approval by the City. Heavy landscaping is required to provide shielding of residential structures from Grant Avenue.
54. The rear portion of proposed lot 25 shall be modified to create additional area in the public right-of-way to allow for construction of a community "Welcome to Winters" sign. The applicant shall be responsible for design and construction of the sign. A design specification, including color, materials, and sign copy shall be submitted for review and approval by the City.

Design Review

55. Pursuant to Section 8-1.4211 of the Zoning Code design review is required of this project. All home designs must be reviewed and approved as consistent with the City's design review requirements.
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 a minimum of three floor plans and nine elevations (three 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.
68. Garages shall be subordinate to the main living area. The garage portion of the front facade must be less than 50 percent of the front elevation. The garage must generally be recessed from the rest of the front facade by 10 or more feet. Flush garages may be used in no more than 30 percent of the units provided a heavy porch or architectural feature is used and that at least 2-feet of differential between the garage facade and the front facade is maintained. Garage forward design is prohibited.

Affordable Housing

69. The tentative map and affordable housing plan shall be modified to denote the obligation to deed restrict Lots 7a and b, and 9a and b as affordable – 1 restricted to very low income occupants, 2 restricted to low income occupants, and 1 restricted to moderate income occupants..
70. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed for the identified income-restricted units/properties. Deed restrictions shall be recorded against each income-restricted property to ensure permanent affordability.
71. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.

72. Fifty percent of the affordable for-sale (single family) units shall have 3 bedrooms and 2 baths and fifty percent shall have 4 bedrooms and 2 baths.

Street Improvements

73. All proposed roads within the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003 or as amended.
74. Grant Avenue:
- a) South half improvements shall be constructed from the western terminus of the tentative map to the eastern terminus of this Tentative Map with the first final map on the project. Applicant shall acquire the necessary right of way to construct full frontage improvements on the south half of Grant Ave. per the City of Winters Public Works Improvement Standards.
 - b) The south half improvements shall include all necessary right-of-way and improvements to include a 12-foot northbound left turn lane, two eastbound travel lanes (26-feet), six-foot class two bike lane, and a 24-foot landscape corridor that will include an 10-foot Class 1 concrete pedestrian/bike path.
 - c) The improvement plans shall include the design of a complete traffic signal that includes the conduit, pull boxes, signal poles and signal foundations, street lighting, and cabinets. The project proponent shall install all traffic signal improvements necessary for installation of a future new signal at the Grant Avenue and West Main Street intersection. This is a reimbursable expense.
 - d) Applicant shall be responsible for construction of a privacy wall along entire Grant Avenue frontage in conjunction with the landscaping corridor. Prior approval of fencing design is required.
 - e) No driveways shall be allowed to front load onto Highway 128 (known as Grant Avenue).
 - f) A non-access restriction shall be shown on the final map along Grant Ave. frontage.
75. Main Street:
- a) No driveways shall be allowed to front load onto West Main Street within 140-feet of the tangent of the face of curb on Grant Ave.
 - b) A northbound left turn lane shall be required on West Main Street at Grant Ave.
 - c) A non-access restriction shall be shown on the final map along Main Street frontage.
76. 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.
77. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA.
78. Tentative Map Street Cross-Sections, Sheet 1 of 1, dated February 8, 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 striping 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. If necessary, the applicant shall fund the analysis for designing standards and details for spacing historic lights. This is a reimbursable expense. Improvement plans shall be designed to those standards once approved.

Storm Drainage and Site Grading

79. 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 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 and (detention basins if required). 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.
80. A topographic survey of the (excluding Dry Creek to its high bank) 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.
81. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations 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.
82. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
83. 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.
84. 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.
85. Drainage fees shall be paid prior to issuance of a building permit.
86. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

87. 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.
88. 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.
89. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
90. 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.
91. Landscaped slopes along streets shall not exceed 5:1. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes. Exceptions shall require approval of the City Engineer.
92. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
93. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
94. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
95. Construction equipment and engines shall be properly maintained.
96. 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.
97. Construction practices will minimize vehicle idling.
98. Potentially windblown materials will be watered or covered.
99. Construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

100. The applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
101. 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.
102. A comprehensive Sewer Collection System 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 conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

103. 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.
104. 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

105. All materials and installation of the water system shall be at the applicant's expense per City of Winters Public Improvement Standards and Construction Standards.
106. 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.
107. Based on City water modeling, a new well is needed to serve the first phase of development. Developer shall advance fund the construction of new water well and required water system conveyance pipelines with the project per Mitigation Measure #17. In addition, the applicant shall acquire the parcel for the new well prior to approval of the first map subject to fee credits and/or reimbursements.
108. 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.
109. 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.
110. 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.
111. 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.

112. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
113. 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.
114. 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.
115. 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.
116. 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.
117. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The master plan shall include final sizing and location of 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 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. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
118. Applicant shall be required to loop water system to the new water well. This will include connecting the development water system to Taylor Street water system.
119. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
120. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
121. 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.
122. 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.
123. 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.
124. 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. In no instance shall a water lateral be less than 1.5-inches in size.

General Public Works and Engineering Conditions

125. 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.
126. 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.
127. 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.
128. 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.
129. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
130. A registered landscape architect shall design landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.
131. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
132. All existing and proposed utilities (Electric, phone/data, and cable) within 100 feet of the project boundary shall be installed underground per the undergrounding ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
133. 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.
134. 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
135. 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. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition..
136. 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.
137. 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.
138. 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

139. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
140. 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.
141. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
142. Per the project level Development Agreement, prior to approval of first set of improvement plans and final map, Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with the tentative map.

Reimbursements for Applicant Install Improvements

143. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements. Where the City has deemed appropriate for reimbursement, the applicant will receive reimbursement from other parties for improvements that benefit those parties.

Landscaping and Lighting

144. 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.
145. 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.
146. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.
147. 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.
148. 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.
149. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
150. 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.
151. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
152. Encroachment permits if necessary from will be acquired from Yolo County, Caltrans, and PG&E.

153. 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.
154. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
155. 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.
156. 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.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*
FROM: Nanci G. Mills, Administrative Services/City Clerk *[Signature]*
SUBJECT: Street Closure Request by Winters Chamber of Commerce for Annual Earthquake Festival to be Held on August 25, 2017

RECOMMENDATION:

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

BACKGROUND:

The Winters Chamber of Commerce has requested the closure of the aforementioned streets from 3:00 p.m. to 12:00 a.m. on Friday, August 25, 2017. They have requested that barricades be placed at these intersections.

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

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

FISCAL IMPACT:

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



City of Winters Request for Street Closure

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

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

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

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

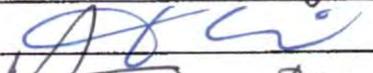
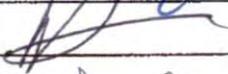
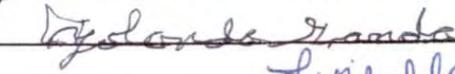
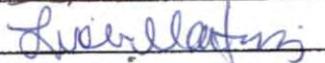
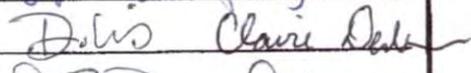
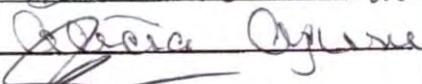
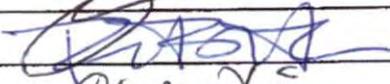
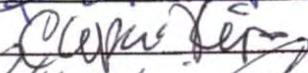
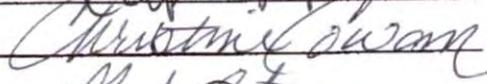
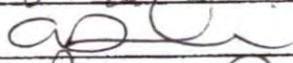
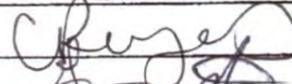
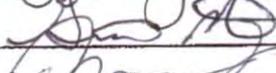
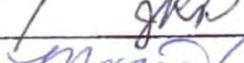
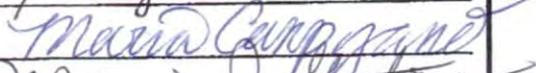
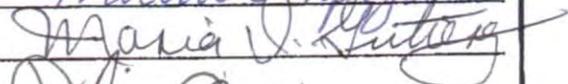
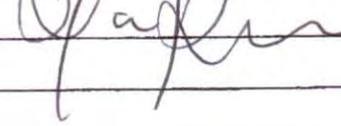
Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

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

Name: <u>EARTHQUAKE 2017</u>	Organization: <u>Winters Chamber</u>
Address: <u>201 First Street</u>	Mailing Address: _____
Telephone: <u>530 795 2329</u>	Today's Date: <u>6/29/2017</u>
Streets Requested: <u>EAST MAIN - FIRST - RAILROAD & ABBY * RAILROAD & RUSSEL</u>	
Date of Street Closure: <u>8/25/2017</u>	Time of Street Closure: <u>3pm - 12AM</u>
Description of Activity: <u>EARTHQUAKE STREET FESTIVAL</u>	
Services Requested of City: _____	
APPROVED: <u>Jm</u> Police Department <u>EJ</u> Public Works Department	
<u>HS</u> Fire Department <u>Ngon</u> Administrative Dept.	

City of Winters Request for Street Closure

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

ADDRESS	signature
48 Main St	 Jessica Killenney
44 MAIN ST	 BAL Morand
38 Main St	 Lydella Grande
18 Main St.	 Laverne Kuller
14 main st & 9 also	 Dolis Claire Dale
308 Railroad One	 Patricia Ogilvie
202/200 Railroad	
7 E Main, 7 B	
5 main st E	 Cleopatra
1 Main St	 Christine
15 Main St	 M. S. St.
23 main St	
31 Main St	 Cheryl
33-37 Main	
44 Main	
210 R. Road	 grr
43 main street	 Maria Campagnone
47 Main St	 Maria D. Kutter
10 Main St.	
304 Railroad	

William Realty



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dagoberto Fierros, Management Analyst
SUBJECT: City Park Futsal Court Project Painting & Striping

RECOMMENDATION:

To execute contract for painting and striping the Futsal Court with RV Striping Co.

BACKGROUND: On June 20, the council voted in favor of city staff building a futsal court at City Park with funds donated by PG&E. Staff gave an estimated cost for painting and striping the court of \$16,088.00. After advertising in the paper and contacting several companies staff has received three bids with costs ranging from \$15,900.00 to \$17,500.00. RV Striping Co. was the low bidder with \$15,900.00. Staff is asking council to give the city manager authorization to execute a contract with RV Striping Co. in the sum of \$15,900.00.

FISCAL IMPACT: Estimated costs to bid out project is \$15,900.00



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2017-35 Comprehensive User Fee Update

RECOMMENDATION:

Staff recommends that the City take the following actions:

1. Receive the staff report
2. Conduct the public hearing to receive public input
3. Approve Resolution 2017-35 to revise building, planning, public works/engineering, police, fire and recreation fees.

BACKGROUND:

The City of Winters contracted with Matrix Consulting Group to prepare a comprehensive fee study of user fees charged by the City of Winters, this includes, building, planning, public works/engineering, police, fire and recreation fees. The report was completed on July 20, 2017. The report is based on full cost recovery. Staff is recommending various levels of cost recovery based on the service provided and following the policies of the City.

Schedule A Building Permit Fee

Schedule A sets the fees for the building department, while the fee study provided the information for full cost recovery for setting fees, staff is recommending that all building permit fees be increased by 7% . While the concept of cost recovery, is theoretically the best way for setting fees, staff understands that in some instances that is just not realistic.

Staff has reviewed the cost of the Building Department over time since the last fee study, and costs for operating the Building Department have increased from \$106,796.36 in 2008-2009 to \$278,306.25 in 2015-2016, a 261% increase.

Comparisons to other agencies surrounding the City of Winters shows that the 7% increase is

close to the average the other agencies are charging.

In addition to the proposed fee increase, staff recommends combining some items as a single fee. This includes combining the building permit fee, the electrical permit fee, the mechanical permit fee and the plumbing permit fee as one fee, the Building Permit Fee for all new construction and major renovations. In the past, each permit showed as having 4 permit fees, listing each one. Under the new system, only one permit fee is charged for new construction and major remodels and that encompasses all permit fees.

Additionally, staff is recommending that all plan check fees be charged as a single fee. In the past, on new construction for single residential fees, there was a plan check fee, and an energy plan check fee. Staff is recommending that there be a single plan check fee that covers both plan checks required. Plan check fees in the past have been charged as a percentage of the building permit fee, and staff is not recommending any change in the method or the percent of building permit fee charged. Currently the plan check fee is 65% and the energy plan check fee is 7.5% of the plan check fee. Combining the two makes the plan check fee 69.5% of the building permit as the recommendation from staff for single family residential plan checks.

For all other plan checks, staff is recommending that the plan check fee be charged as a single fee, combining the plan check fee, the energy plan check fee and the disabled access plan check fee into a single fee. Currently the plan check fee is 65% of the building permit fee and the disabled access plan check is 15% of the plan check fee and the energy plan check fee is 7.5% of the plan check fee, combined together makes the plan check fee 79.5% for all non-single family residential plan checks.

In addition to the increase in the building permit fees, the combining of multiple fees into a single fee, staff and Matrix Consulting Group has recommended some new fees for some permits that have become more common in recent years. These items are in red on Schedule A to identify them from existing fees.

Schedule B Planning Fees

Schedule B sets the fees for the planning department. Staff recommends setting the fees at 100% of cost recovery. Our fiscal Policies state that planning fees should be "very high, in most instances, the cost recovery goal should be 100%".

In addition to the set fee, staff is recommending that the fees be based on the actual cost of the services, particularly for those services provided by outside consultants, and a deposit be collected at the beginning of the project and the charge from the consultant, plus 13% of the consultant charge be applied to the deposit for those items.

Schedule C Engineering and Public Works Fees

Schedule C sets the fees for the Engineering and public works departments. Due to the fact that the City of Winters uses an Engineering firm for all engineering services, staff recommends that all engineering fees be cost based, with a deposit made to which the engineering invoice will be

applied along with 13% administrative fee.

For public works fees staff is recommending that all fees be set at 80% of cost recovery.

Schedule D Police Department Fees

Schedule D sets the fees for the Police Department. Staff is recommending that fees be based on full cost recovery, with the exception for those where the fee is mandated by the state and cannot be more.

Schedule E Fire Fees

Schedule E sets the fees for the Fire Department. Staff is recommending that the Fire fees be based on 80% of cost recovery.

Schedule F Recreation Fees

Schedule F sets the fees for recreation services and facility rentals. All swim and sports fees remain the same except for the Youth basketball fee, which was raised \$5. The Facility rental fees see small increases, but, still do not come anywhere close to the cost of running the facility during the event

FISCAL IMPACT:

Increased revenues for most areas with the exception of the recreation area. These increased revenues will help support the individual functions that provide services to specific individuals instead of providing services to the overall community.

ATTACHMENTS:

Exhibit A Estimated Building Permit Fee for Specific New Construction

Exhibit B Miscellaneous Building permit fee Comparison to other agencies

Exhibit C Planning Fee Comparison to other Agencies

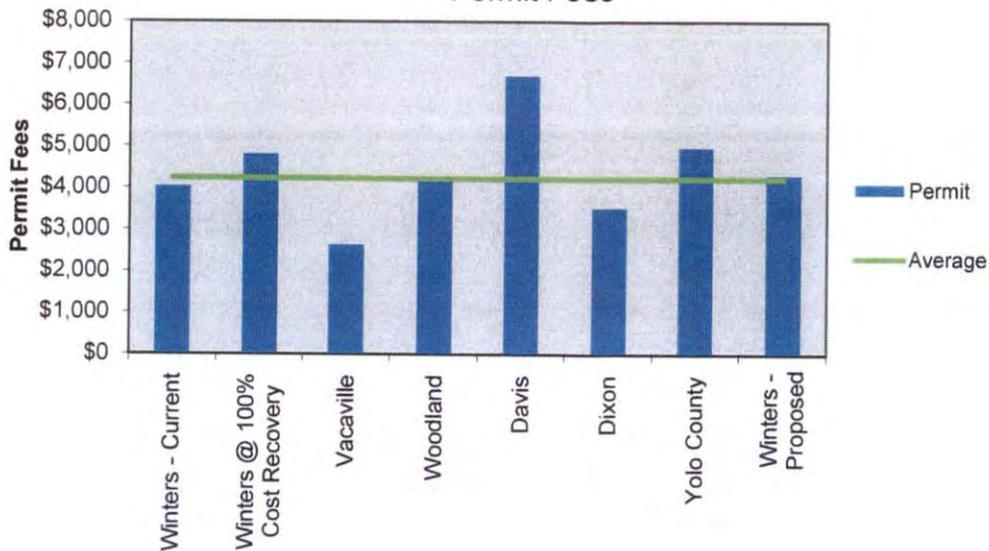
Resolution 2017-35

**CITY OF WINTERS, CA
BUILDING COMPARATIVE FEE SURVEY**

Single Family Home - New
Occupancy Type: R3
Square Footage: 3,100 sqft.
Valuation: \$407,205

	BP Fee
Winters - Current	\$ 4,025
Winters @ 100% Cost Recovery	\$ 4,800
Vacaville	\$ 2,623
Woodland	\$ 4,234
Davis	\$ 6,687
Dixon	\$ 3,519
Yolo County	\$ 4,972
Winters - Proposed	\$ 4,308
Average	\$ 4,391

Single Family Home - New
Permit Fees

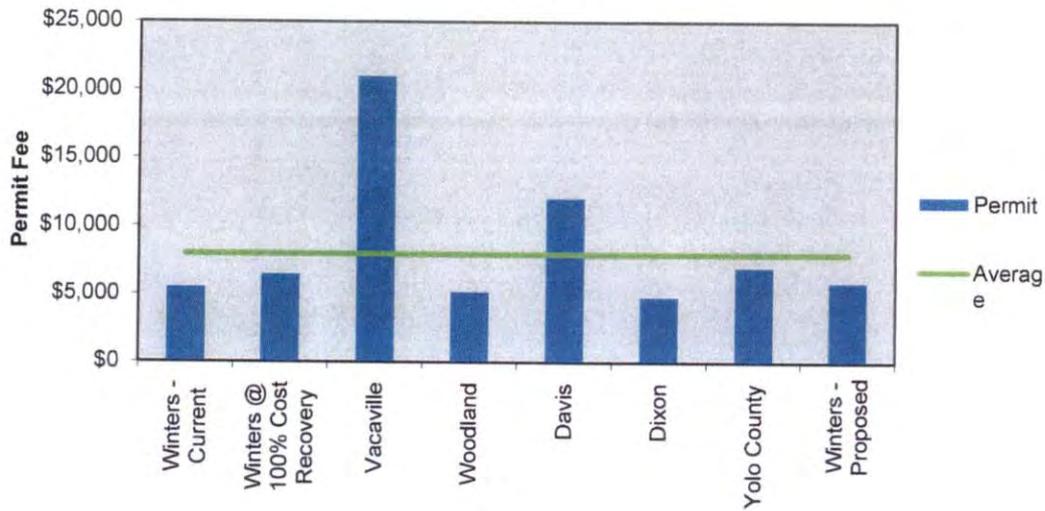


**CITY OF WINTERS, CA
BUILDING COMPARATIVE FEE SURVEY**

Retail Shell Building
Occupancy Type: M
Square Footage: 5,000 sqft.
Valuation: \$600,000

	BP Fee
Winters - Current	\$ 5,468
Winters @ 100% Cost Recovery	\$ 6,430
Vacaville	\$ 20,981
Woodland	\$ 5,171
Davis	\$ 12,023
Dixon	\$ 4,768
Yolo County	\$ 6,944
Winters - Proposed	\$ 5,850
Average	\$ 9,289

**Retail Shell Building
Permit Fees**

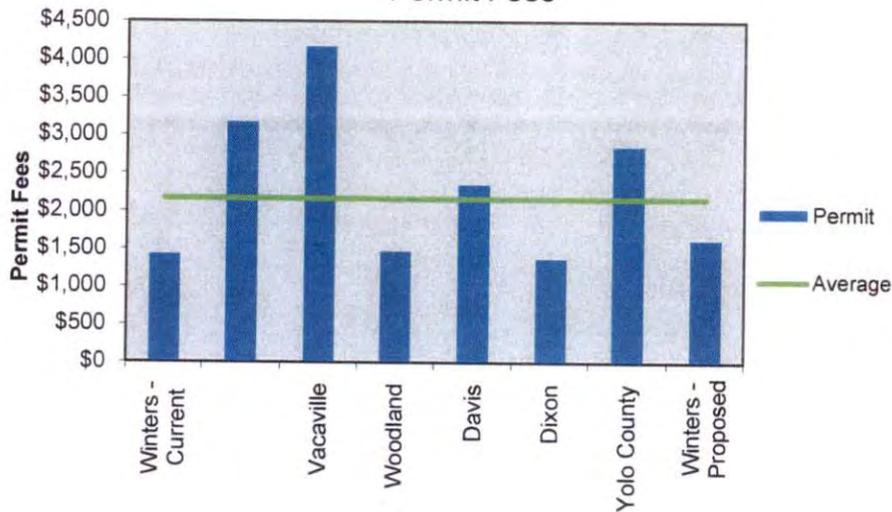


**CITY OF WINTERS, CA
BUILDING COMPARATIVE FEE SURVEY**

Office - Tenant Improvement
Occupancy Type: B
Square Footage: 1,500 sq. ft.
Valuation: \$89,312

	BP Fee
Winters - Current	\$ 1,422
Winters @ 100% Cost Recovery	\$ 3,165
Vacaville	\$ 4,161
Woodland	\$ 1,472
Davis	\$ 2,347
Dixon	\$ 1,372
Yolo County	\$ 2,852
Winters - Proposed	\$ 1,622
Average	\$ 2,304

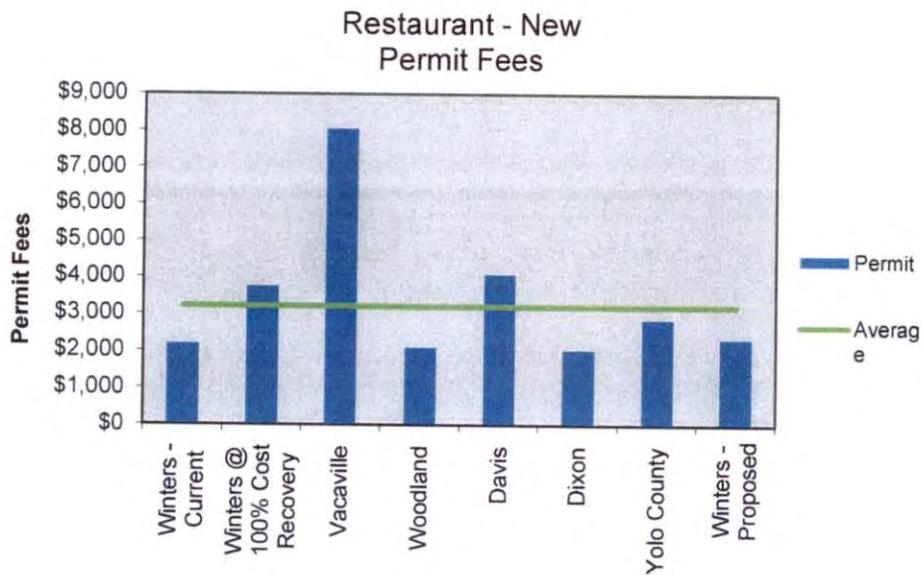
**Office - Tenant Improvement
Permit Fees**



**CITY OF WINTERS, CA
BUILDING COMPARATIVE FEE SURVEY**

Restaurant - New
Occupancy Type: A-2
Square Footage: 2,000 sqft.
Valuation: \$180,000

	BP Fee
Winters - Current	\$ 2,181
Winters @ 100% Cost Recovery	\$ 3,739
Vacaville	\$ 8,033
Woodland	\$ 2,090
Davis	\$ 4,068
Dixon	\$ 2,028
Yolo County	\$ 2,852
Winters - Proposed	\$ 2,333
Average	\$ 3,567



**CITY OF WINTERS, CA
BUILDING COMPARATIVE FEE SURVEY**

Warehouse - New
Occupancy Type: S-1
Square Footage: 50,000 sqft.
Valuation: \$4,107,380

	BP Fee
Winters - Current	\$ 24,668
Winters @ 100% Cost Recovery	\$ 29,804
Vacaville	\$ 74,008
Woodland	\$ 21,061
Davis	\$ 78,452
Dixon	\$ 16,200
Yolo County	\$ 42,824
Winters - Proposed	\$ 26,386
Average	\$ 39,175



City of Winters
Building Department Fee Schedule
Attachment B

Fee Type	Current Fee	Total Cost Per Unit	Surplus/ Deficit per Unit	Recommended Fee 7% Increase							Average
					Vacaville	Woodland	Davis	Dixon	Yolo Co	Solano Co	
Water Heater	\$ 85	\$ 140	\$ (55)	\$ 91	\$ 58	\$ 125	\$ 74	\$ 40	\$ 195	\$ 143	\$ 105.88
Air Conditioner Residential-each	\$ 184	\$ 187	\$ (3)	\$ 197	\$ 58	\$ 125	\$ 154	\$ 71	\$ 261	\$ 161	\$ 138.33
Air Conditioner Commercial -each	\$ 217	\$ 280	\$ (63)	\$ 232	\$ 69	\$ 125		\$ 71	\$ 390		\$ 163.75
Furnace (FAU, floor, etc)/Heat Pump	\$ 184	\$ 187	\$ (3)	\$ 197			\$ 154		\$ 261	\$ 161	\$ 192.00
Electric Service Meter and/or Subpanel	\$ 66	\$ 140	\$ (74)	\$ 71					\$ 196	\$ 283	\$ 239.50
Circuits per circuit	\$ 33	\$ 12	\$ 21	\$ 35							
Fixtures, Receptacles, Switches (each)	\$ 11	\$ 47	\$ (36)	\$ 12	\$ 58	\$ 118		\$ 26			\$ 67.33
Temporary Service (each)	\$ 118	\$ 140	\$ (22)	\$ 126	\$ 58						\$ 58.00
Deck up to 300 Sq Ft	\$ 230	\$ 608	\$ (378)	\$ 246	\$ 226				\$ 423		\$ 324.50
Deck over 300 Sq Ft (each additional 100 Sq ft or portion thereof)	\$ 33	\$ 93	\$ (60)	\$ 35	\$ 272						\$ 272.00
Demolition Residential	\$ 150	\$ 234	\$ (84)	\$ 161	\$ 90	\$ 163	\$ 180	\$ 180	\$ 328		\$ 188.20
Demolition Commercial	\$ 250	\$ 421	\$ (171)	\$ 268	\$ 90	\$ 220	\$ 180	\$ 180	\$ 328		\$ 199.60
Patio Cover-Wood Frame up to 300 Sq Ft	\$ 325	\$ 421	\$ (96)	\$ 348	\$ 205	\$ 204			\$ 456		\$ 288.33
Patio Cover-Metal Frame up to 300 Sq Ft	\$ 290	\$ 421	\$ (131)	\$ 310	\$ 205	\$ 204			\$ 456	\$ 476	\$ 335.25
Patio Cover each additional 100 Sq Ft or portion thereof	\$ 33	\$ 93	\$ (60)	\$ 35	\$ 50	\$ 143					\$ 96.50
Photovoltaic System-Roof Mounted	\$ 250	\$ 514	\$ (264)	\$ 268	\$ 182		\$ 238		\$ 456	\$ 186	\$ 265.50
Re-Roof without sheathing up to 1500 Sq Ft	\$ 297	\$ 234	\$ 63	\$ 318			\$ 286				\$ 286.00
Spa or Hot Tub (pre-fabricated)	\$ 462	\$ 374	\$ 88	\$ 494	\$ -	\$ 158	\$ 180	\$ 180	\$ 328		\$ 211.50
Swimming Pool-Single Family Dwelling Pool	\$ 1,056	\$ 1,075	\$ (19)	\$ 1,130	\$ 672	\$ 593		\$ 79	\$ 628	\$ 1,468	\$ 688.00
Swimming Pool-Commercial	\$ 1,980	\$ 1,449	\$ 531	\$ 2,119	\$ 672	\$ 593		\$ 79	\$ 628		\$ 493.00
Window or Sliding Glass Door each (non-structural) 1-5 Windows/doors	\$ 85	\$ 234	\$ (149)	\$ 91	\$ 185	\$ 166			\$ 261		\$ 204.00
Window or Sliding Glass Door each (non-structural) each additional	\$ 10	\$ 47	\$ (37)	\$ 11	\$ 50						\$ 50.00
Window or Sliding Glass Door each (structural sheer wall/masonry)	\$ 135	\$ 234	\$ (99)	\$ 144	\$ -	\$ 508			\$ 261		\$ 384.50

City of Winters
 Planning Department Fee Schedule
 Attachment C

Fee Type	Current Fee	Surplus/(D		Recommended Fee							
		Total Cost	eficit) per		Vacaville	Woodland	Davis	Dixon	Yolo Co	Solano Co	
		Per Unit	Unit								
Annexation	Deposit	Deposit	Deposit	Deposit	\$ 6,202	\$ 6,228	\$ 200				
Appeals	\$ 250	\$ 303	\$ (53)	\$ 303	\$ 865	\$ 251	\$ 2,400	\$ 400	\$ 770	\$ 150	
Certificate of Compliance	\$ 250	\$ 303	\$ (53)	\$ 303							
Conditional Use permit	\$ 1,500	\$ 1,820	\$ (320)	\$ 1,820	\$ 3,035	\$ 2,905	\$ 4,800	\$ 300	\$ -	\$ 6,080	
Environmental Impact Report (T&M)	Deposit	Deposit	Deposit	Deposit	deposit		hourly rate		\$ 2,116	\$ 5,244	
Exemption (Statutory or Categorical)	\$ 200	\$ 243	\$ (43)	\$ 243	\$ 469	\$ 376				\$ 154	
Final Map Modification	\$ 1,400	\$ 849	\$ 551	\$ 849	\$ 1,509						
Intial Study (City Staff time only)	\$ 1,500	\$ 1,820	\$ (320)	\$ 1,820		\$ 5,116		\$ 1,100	\$ 1,463	\$ 1,017	
Lot Line Adjustment	\$ 500	\$ 607	\$ (107)	\$ 607		\$ 363	\$ 2,400	\$ 750	\$ 427	\$ 2,665	
Negative Declaration (City staff time only)	\$ 846	\$ 1,001	\$ (155)	\$ 1,001	\$ 3,110	\$ 449	\$ 3,667	\$ 1,900	\$ 1,463		
Planned Development Overlay Modification - Minor	\$ 1,100	\$ 667	\$ 433	\$ 667		\$ 2,317	\$ 1,457				
Planned Development Overlay Modification - Major	\$ 1,100	\$ 1,365	\$ (265)	\$ 1,365		\$ 2,317					
Zoning Amendment		\$ 2,730	\$ -	\$ 2,730		\$ 4,028	\$ 8,500				
Pre-Project Advisory Review Planning Commission	\$ 375	\$ 455	\$ (80)	\$ 455			\$ 1,515	\$ 3,500	\$ 12,320	\$ 4,904	
Pre-Zoning & General Plan Amendment	Deposit	Deposit	Deposit	Deposit	\$ 12,954	\$ 4,140	\$ 2,400	\$ 3,500	\$ 12,320	\$ 4,904	
Site Plan/Design Review Planning Commission											
Multi Family											
Up to 20 units	\$ 1,500	\$ 1,820	\$ (320)	\$ 1,820	\$ 2,997	\$ 1,222	\$ 3,050	\$ 2,500			
Over 20 Units	\$ 2,000	\$ 2,391	\$ (391)	\$ 2,391	\$ 2,997	\$ 374	\$ 3,050	\$ 2,500			
Residential Single Family	\$ 750	\$ 910	\$ (160)	\$ 910	\$ 1,636	\$ 374	\$ 3,050	\$ 2,500			
Residential Single 1-4 models	\$ 1,000	\$ 1,213	\$ (213)	\$ 1,213	\$ 1,636	\$ 374	\$ 3,050	\$ 2,500			
Residential 5 or more models	\$ 1,250	\$ 1,516	\$ (266)	\$ 1,516	\$ 1,636	\$ 374	\$ 3,050	\$ 2,500			
Commercial			\$ -	\$ -	\$ 1,636	\$ 1,222	\$ 3,050	\$ 2,500			
up to 10,000 sq ft	\$ 850	\$ 1,031	\$ (181)	\$ 1,031	\$ 1,636	\$ 1,222	\$ 3,050	\$ 2,500			
10,0001 - 30,000 Sq ft	\$ 1,150	\$ 1,395	\$ (245)	\$ 1,395	\$ 1,636	\$ 1,222	\$ 3,050	\$ 2,500			
over 30,000 sq ft	Deposit	Deposit	Deposit	Deposit	\$ 1,636	\$ 1,222	\$ 3,050	\$ 2,500			
staff level	\$ 500	\$ 607	\$ (107)	\$ 607	\$ 1,549						
Specific Plan w/General Plan Amendment	Deposit	Deposit	Deposit	Deposit	\$ 6,022				\$ 12,320	\$ 3,287	
Street Addressing (per project more than 10 addresses)	\$ 200	\$ 243	\$ (43)	\$ 243						\$ 157	
Temporary Activity Permit	\$ 450	\$ 546	\$ (96)	\$ 546	\$ 1,286						
Tentative Parcel Map Modification	\$ 500	\$ 406	\$ 94	\$ 406						\$ 1,198	
Temporary Banners	\$ 75	\$ 91	\$ (16)	\$ 91						\$ 470	
Tentative Subdivision Map				\$ -							
Tentative Parcel Map 1-4 lots	\$ 669	\$ 788	\$ (119)	\$ 788	\$ 6,598	\$ 2,229	\$ 6,200	\$500+\$50/lot	\$ 732	\$ 5,162	
Tentative Subdivision Map 5-24 lots	\$ 6,000	\$ 7,280	\$ (1,280)	\$ 7,280		\$ 4,732	\$ 6,200	\$ 2,000	\$ 732	\$ 5,162	
Tentative Subdivision Map over 24 lots	Deposit	Deposit	Deposit	Deposit			\$ 1,457				
Modification	\$ 1,600	\$ 970	\$ 630	\$ 970							
Variance			\$ -	\$ -							
Planning Commission			\$ -	\$ -							
1st Variance	\$ 1,500	\$ 1,820	\$ (320)	\$ 1,820	\$ 7,322	\$ 1,909	\$ 4,000	\$ 1,000	\$ 732	\$ 1,174	

All Deposit funded items will be charged at Consultant actual invoice plus 13% Administrative Fee.
 (113% of consultants invoice will be applied against the Deposit)

RESOLUTION 2017-35

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ESTABLISHING
BUILDING PERMIT, PLANNING, FIRE, POLICE, PUBLIC WORKS/ENGINEERING
AND RECREATION FEES**

WHEREAS, the City of Winters contracted with the consulting firm Matrix Consulting Group to prepare a comprehensive fee study of the City's building, planning, fire, police, public works/engineering and recreation fees and Matrix Consulting Group issued a fee study report on July 20, 2017; and

WHEREAS, the fee study report is based on full cost recovery however, a number of the fees are proposed for less than full cost recovery in order to reflect limits place by the State of California, and to reflect what other jurisdictions charge for similar services, and the ability to collect the fees; and

WHEREAS, a legally noticed public hearing on the building, planning, fire, police, public works/engineering and recreation fees has been held before the City Council on August 1, 2017 in order to receive input and testimony;

NOW THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

1. The City Adopts the following fee schedules and the fees contained in the schedule reflect the reasonable direct and indirect costs (full cost recover) with exception incurred by the City. For those exceptions, the City is charging a fee less than its direct and indirect costs effective September 1, 2017
 - a. "Schedule A" - Building Permit Fees
 - b. "Schedule B" - Planning Fees
 - c. "Schedule C" - Public Works/Engineering Fees
 - d. "Schedule D" - Police Fees
 - e. "Schedule E" - Fire Fees
 - f. "Schedule F" - Recreation Fees
2. Each fee adopted by this resolution shall be adjusted automatically on July 1st of each year beginning July 1, 2018 by a percentage equal to the rise in the Engineering News Record Construction Cost Index (City Cost Index, San Francisco) for the preceding calendar year, or, if not available, any similar reliable construction cost index.
- 3.

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

ATTACHMENTS:

- Schedule A – Building Permit Fees
- Schedule B – Planning Fees
- Schedule C – Public Works/Engineering Fees
- Schedule D – Police Fees
- Schedule E – Fire Fees
- Schedule F – Recreation Fees

Resolution 2017-35 Schedule A-Building Permit Fees

Total Valuation	Fee
\$1-500	\$132.77
\$501-\$2,000	\$132.77 for the first \$500 plus \$4.73 for each additional \$100 or fraction thereof, up to and including \$25,000
\$2,001-\$25,000	\$203.74 for the first \$2,000 plus \$4.73 for each additional \$1,000, or fraction thereof, to and including \$25,000
\$25,0001-\$50,000	\$703.32 for the first \$25,000 plus \$15.68 for each additional \$1,000, or fraction thereof, to and including \$50,000
\$50,001-\$100,000	\$1,095.08 for the first \$50,000 plus \$10.86 for each additional \$1,000, or fraction thereof, to and including \$100,000
\$100,001-\$500,000	\$1,638.11 for the first \$100,000 plus \$8.69 for each additional \$1,000, or fraction thereof, to and including \$500,000
\$500,001-\$1,000,000	\$5,113.47 for the first \$500,000 plus \$7.37 for each additional \$1,000, or fraction thereof, to and including \$1,000,000
\$1,000,000 and up	\$8,798.28 for the first \$1,000,000 plus \$5.66 for each additional \$1,000, or fraction thereof

Fees include the Building Permit fee, Electrical Permit Fee, Mechanical Permit Fee and Plumbing Permit Fee.

For new construction, a valuation of the construction contract amount or the City's Building Valuations, whichever is higher shall be used.

Resolution 2017-35

Schedule A-Building Permit Fees

Plan Check Fee

The Plan check Fee shall be 69.5% of the Building Permit Fee for Single Family Residential Permits

The Plan Check Fee for all other Construction shall be 79.5%

The Plan check fee shall cover the Plan check, the energy plan check and the disabled access plan check in the fee charged

CARF (Capital Asset Recovery Fee)

The CARF shall be 3% of the Building permit Fee

Fire Department Review and Inspection Fee

The Fire Department Review and Inspection Fee shall be set at 11% of Building permit fee

Building Valuations

Building Valuations shall be determined by the ICC (International Code Council) Building Valuation Data Currently published modified by 1.12, the regional modifier published by ICC in 2004 (112% of the Valuation listed on the table).

The ICC Building Valuation Data may be found at:

www.iccsafe.org/codes-tech-support/codes/code-development-process/building-valuation-data/
or by clicking on the link on the City of Winters webpage under the Community Development tab

Scanning Charge

Scanning Fees for construction documents over 11 x 17 shall be \$.34 per page of plans

Construction Water

A fee of 12/100 of one percent (.12%) of the construction valuation shall be collected on new construction.

Resolution 2017-35
Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Plumbing Permit Fees	
Stand Alone Plumbing Plan check (per hour)	\$ 65
Fixtures-First 5 fixtures	\$ 123
Fixtures-each additional 5 fixtures	\$ 21
Gas Outlet-First 5 fixtures	\$ 123
Gas Outlet-each additional 5 fixtures	\$ 21
Building Sewer	\$ 123
Grease Trap	\$ 123
Backflow Preventer-first 5	\$ 118
Backflow Preventer-each additional 1	\$ 12
Water Heater	\$ 91
Water Pipe Repair/Replacement	\$ 126
Drain-Vent Repair/Replacement	\$ 126
Landscape Irrigation	\$ 70
Drinking Fountain	\$ 126
Solar Water System Fixtures(panels, tanks, water treatment equip)	\$ 162
Temporary Gas service (prior to final)	\$ 126
Other plumbing inspections (per hour)	\$ 65
Mechanical Permit Fees	
Stand Alone Mechanical Plan check (per hour)	\$ 65
Air Conditioner Residential-each	\$ 197
Air Conditioner Commercial -each	\$ 232
Furnace (FAU, floor, etc.)/Heat Pump	\$ 197
Heater (Wall Unit, Radiant)	\$ 162
Appliance Vent/Chimney(only)	\$ 162
Refrigeration Compressor	\$ 162
Boiler/Chiller	\$ 197
Heat Pump (Package Unit)	\$ 197
Air Handler	\$ 197
Duct Work Only	\$ 162
Make-Up Air System	\$ 162

Resolution 2017-35
Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Moisture Exhaust Duct(Clothes Dryer) Vent Fan (Single Duct) each	\$ 126
Mechanical Permit Fees (con't)	
Exhaust Hood and Duct Residential -each	\$ 126
Exhaust Hood and Duct Commercial Type I	\$ 162
Exhaust Hood and Duct Commercial Type II	\$ 162
Refrigerator Condenser Remote	\$ 162
Walk-in Box/Refrigerator Coil	\$ 152
Other Mechanical Inspections (per hour)	\$ 61
Heater (Unit, Radiant, etc.)	\$ 74
Evaporative Cooler	\$ 74
Vent Fan, Single Duct	\$ 38
Vent System	\$ 74
Electrical Permits	
Stand Alone Electrical Plan Check (per hour)	\$ 65
Single Phase Service (new up to 400 amps)	\$ 126
Single Phase Service (over 400 amps)	\$ 162
Electric Service meter and/or subpanel	\$ 71
Circuits per circuit	\$ 35
Fixtures, Receptacles, Switches,(each)	\$ 12
Temporary Service (each)	\$ 126
Other electrical inspections (per hour)	\$ 65
Private, Residential, In-ground Swimming Pools	
Single Phase Service (per 100 amps)	\$ 74
Three Phase Service (per 100 amps)	\$ 74
Temporary Power Service-Temporary Pole (each)	\$ 38
Receptacle, Switch, lighting outlets	
Generator Installation	\$ 38
Pre-inspection (per half hour)	\$ 74
Miscellaneous Fees	
Antenna/Cellular Tower-Equipment Shelter	\$ 494
Antenna/Cellular Tower-Free-standing Tower	\$ 636
Antenna/Cellular Tower-Free-Antenna Attachment	\$ 353
Awning/Canopy(supported by building) Residential	\$ 91

Resolution 2017-35 Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Miscellaneous Fees (Con't)	
Awning/Canopy(supported by building) Commercial	\$ 182
Balcony Addition up to 500 SQ Ft	\$ 388
Covered Porch up to 300 Sq. Ft	\$ 241
Covered Porch over 300 Sq. Ft(each additional 100 Sq. ft. or portion thereof)	\$ 35
Deck up to 300 Sq. Ft	\$ 246
Deck over 300 Sq. Ft(each additional 100 Sq. ft. or portion thereof)	\$ 35
Demolition Residential	\$ 161
Demolition Commercial	\$ 268
Fence or Freestanding Wall (Non-Masonry) over 6 feet in height	\$ 187
Fence or Freestanding Wall (masonry)	\$ 235
Fireplace-pre-fabricated/Metal/Pellet	\$ 177
Foundation only Residential (new first 2,000 square feet)	\$ 318
Foundation only Residential (each additional 500 sq. ft. or portion thereof)	\$ 106
Lighting Pole(first pole)	\$ 187
Lighting Pole (each additional Pole)	\$ 35
Mobile Home (foundation only)	\$ 318
Patio Cover-Wood Frame up to 300 Sq. Ft	\$ 348
Patio Cover-Metal Frame up to 300 Sq. Ft	\$ 310
Patio Cover each additional 100 Sq. Ft or portion thereof	\$ 35
Photovoltaic System-Roof Mounted	\$ 268
Photovoltaic System-Rack Mounted	\$ 316
Retaining Wall up to 50 Linear Ft (Concrete or masonry)	\$ 187
Retaining Wall each additional 50 L.F or portion thereof(concrete or masonry)	\$ 48
RE-roof without sheathing up to 1500 Sq. Ft	\$ 318
RE-roof without sheathing over 1500 Sq. Ft	\$ 388
Re-roof with sheathing up to 1500 Sq. Ft	\$ 459
Re-roof with sheathing over 1500 Sq. Ft	\$ 530
Roof Structure replacement up to 1500 Sq. Ft	\$ 847
Roof Structure replacement over 1500 Sq. Ft	\$ 989
Siding-Stone or Brick Veneer up to 400 Sq. Ft	\$ 388
Siding-Stone or Brick Veneer each additional 100 Sq. Ft or portion thereof	\$ 49
Siding-Stucco up to 1000 sq. ft.	\$ 494

Resolution 2017-35 Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Miscellaneous Fees (Con't)	
Siding-Stucco each additional 500 Sq. Ft or portion thereof	\$ 71
Siding-All Other up to 1000 sq. ft.	\$ 247
Siding All other each additional 500 Sq. Ft or portion thereof	\$ 35
Signs up to 50 Sq. Ft	\$ 91
Signs over 50 Sq. Ft	\$ 161
Skylight up to 10 Sq. Ft	\$ 171
Skylight over 10 Sq. Ft or Structural	\$ 209
Spa or Hot Tub (pre-fabricated)	\$ 494
Stairs-each flight	\$ 565
Storage Racks up to 8" high and up to 100 linear Ft	\$ 494
Storage Racks each additional 100 linear Ft	\$ 106
Storage Racks over 8" high and up to 100 linear Ft	\$ 636
Storage Racks each additional 100 linear ft.	\$ 141
Swimming Pool-Single Family Dwelling Pool	\$ 1,130
Swimming Pool-Commercial	\$ 2,119
Window or Sliding Glass Door each (non-structural) 1-5 Windows/doors	\$ 91
Window or Sliding Glass Door each (non-structural) each additional	\$ 11
Window or Sliding Glass Door each (structural sheer wall/masonry)	\$ 144
Minor Permit not otherwise specified	\$ 91
Fire Suppression Handling fee in addition to fire fees	\$ 71
Product Review (per hour)	\$ 95
Disable Access Compliance Inspection (per hour)	\$ 95
Supplemental Plan check fee (per hour)	\$ 95
Supplemental Inspection fee(per hour)	\$ 95
Emergency call-out (minimum 4 hours)	\$ 380
Any item not listed	\$ 65
Acoustical Review/Inspection	
Single Family Home/Duplex-New	\$ 74
Single Family Home/Duple-Additional/Alteration	\$ 74
Multi-Family/Commercial	\$ 150

Resolution 2017-35 Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Antenna-Telecom Facility	
Radio	\$ 337
Cellular/Mobile Phone, free standing	\$ 337
Antenna-Telecom Facility (Con't)	
Cellular/Mobile Phone, attached to building	\$ 337
Application Meeting(per hour)	\$ 150
Arbor Trellis	\$ 411
Special Inspector Certification Application	\$ 262
Chimney	
Chimney	\$ 411
Chimney Repair	\$ 187
Close Existing Openings	
Interior Wall	\$ 187
Exterior Wall	\$ 262
Commercial Coach (per unit)	\$ 355
Deck Railing	\$ 187
Door	
New door (non-structural)	\$ 224
New door (structural shear wall/masonry)	\$ 299
Duplicate Replacement Job Card	\$ 74
Flag pole (over 20 ft. in height)	\$ 411
Foundation Repair	\$ 112
Garage (detached excluding MEPs)	
Wood Frame up to 500 sq. ft.	\$ 495
Wood Frame 500 -1,000 sq.ft	\$ 710
Wood Frame per 100 sq. ft. over 1,000 sq.ft.	\$ 34
Masonry up to 500 sq. ft.	\$ 720
Masonry 500 -1,000 sq.ft	\$ 1,010
Masonry Per 100 sq.ft. over 1,000 sq. ft.	\$ 63

Resolution 2017-35
Schedule A-Building Permit Fees

Miscellaneous Fees	Current Fee
Modular Structures	
Partition-Commercial, interior (up to 30 lf)	\$ 224
Additional partition	\$ 38
Partition-Residential, interior (up to 30 lf)	\$ 150
Additional partition	\$ 38
Remodel-Residential	
Kitchen up to 300 sq. ft.	\$ 860
Bath - under 100 sq. ft.	\$ 568
Bath 100-300 sq. ft.	\$ 710
Additional remodel (each additional 50 sq. ft.)	\$ 150
Minor Remodel	\$ 355
Retaining Wall (concrete or masonry)	
Standard (up to 50 lf)	\$ 523
Miscellaneous Fees	
Current Fee	
Retaining Wall (concrete or masonry) (Con't)	
Additional retaining wall	\$ 74
Special Design, 3-10' high (up to 50 lf)	\$ 486
Additional retaining wall	\$ 74
Special Design over 10" high (up to 50 lf)	\$ 449
Additional retaining wall	\$ 74
Sauna -Steam	\$ 411
Additional Fees	
Inspection not otherwise specified-per hour	\$ 95

Resolution 2017-35
Schedule B-Planning Fees

Fee Type	Recommended Fee
Annexation	Deposit
Appeals	\$ 303
Certificate of Compliance	\$ 303
Conditional Use permit	\$ 1,820
Development Review Committee Meeting	\$ 485
Environmental Impact Report (T&M)	Deposit
Exemption (Statutory or Categorical)	\$ 243
Final Map Modification	\$ 849
Final Parcel Map Modification	\$ 242
Intial Study (City Staff time only)	\$ 1,820
Lot Line Adjustment	\$ 607
Negative Declaration (City staff time only)	\$ 1,001
Planned Development Overlay Modification - Minor	\$ 667
Planned Development Overlay Modification - Major	\$ 1,365
Zoning Amendment	\$ 2,730
Pre-Project Advisory Review Planning Commission	\$ 455
Pre-Zoning & General Plan Amendment	Deposit
Site Plan/Design Review Planning Commission	
Multi Family	
Up to 20 units	\$ 1,820
Over 20 Units	\$ 2,391
Residential Single Family	\$ 910
Residential Single 1-4 models	\$ 1,213
Residential 5 or more models	\$ 1,516
Commercial	\$ -
up to 10,000 sq ft	\$ 1,031
10,0001 - 30,000 Sq ft	\$ 1,395
over 30,000 sq ft	Deposit

Resolution 2017-35
Schedule B-Planning Fees

Fee Type	Recommended Fee
Site Plan/Design Review Planning Commission (Con't)	
staff level	\$ 607
Specific Plan w/General Plan Amendment	Deposit
Street Addressing (per project 1-10 addresses)	\$ 137
Street Addressing (per project more than 10 addresses)	\$ 243
Temporary Activity Permit	\$ 546
Tentative Parcel Map Modification	\$ 406
Temporary Banners	\$ 91
Tentative Subdivision Map	\$ -
Tentative Parcel Map 1-4 lots	\$ 788
Tentative Subdivision Map 5-24 lots	\$ 7,280
Tentative Subdivision Map over 24 lots	Deposit
Modification	\$ 970
Variance	\$ -
Planning Commission	\$ -
1st Variance	\$ 1,820
Each additional Variance	\$ 910
Zoning Administrator	
1st Variance	\$ 1,577
Each additional Variance	\$ 788
Zoning Administrator-Home Occupation	\$ 243

All Deposit funded items will be charged at Consultant actual invoice plus 13% Administrative Fee.
(113% of consultants invoice will be applied against the Deposit)

Resolution 2017-35
Schedule C-Public Works and Engineering Fees

Engineering Fees		
Category	Sample Project Types	Recommended Deposit
Simple	Site Plan Review	\$ 1,000
	Grading Plan Check & Inspection up to 1,000 cubic yards	\$ 1,000
	Minor Public Improvements	\$ 1,000
	Driveways	\$ 1,000
	Sidewalks	\$ 1,000
Moderate	Grading Plan Check & Inspection 1,000 - 10,000 cubic yards	\$ 5,000
	Public/Private Improvement Plan checks and Inspections up to \$500,000	\$ 5,000
	Final Map Reviews-less than 100 lots	\$ 5,000
Complex	Grading Plan Check and Inspection over 10,000 cubic yards	\$ 20,000
	Public/Private Improvement Plan checks and Inspections over \$500,000	\$ 20,000
	Final Map Reviews-over 100 lots	\$ 20,000

All Costs will be charged at Engineering actual invoice plus 13% Administrative Fee. (113% of Engineers invoice will be applied against the Deposit)

Resolution 2017-35
Schedule C-Public Works and Engineering Fees

Public Works Fees	
Fee Type	Recommended Fee
After Hours shut-off/turn on (Non-emergency)	\$ 271
Water Meter Installation	\$ 4,064
Water tap at Main-City provided	\$ 2,890
Water Tap at Main & run service-City provided	\$ 3,612
Inspection of Contractor's Water/Run Service Main	\$ 5,418
Sewer Tap at Main-City provided	\$ 3,612
Sewer Tap at Main & rund service -City provided	\$ 9,030
Inspection of Contractor's Sewer/Run Service Main	\$ 1,806
Encroachment Permit Issuance	\$ 45
Sidewalk Repair/Installation/Replacement up to @250 sq ft	\$ 18,061
Curb/Gutter Installation/Replacement, upt to 25 lineal Feet	\$ 5,418
Temporary Refuse Storage	\$ 22
Oversize load single	\$ 45
Tree Removal	\$ 45

Resolution 2017-35
Schedule D - Police Department Fees

Fee Type	Recommended Fee
Records/Calls for Service/ Records Check Letters	\$ 28
Livescan/Ink Fingerprints	\$ 57
VIN Verification	\$ 25
Citation Sign off	\$ 15
Vehicle Tow Release Fee	\$ 85
Abandoned Vehicle Tow Admin Fee	\$ 113
Vehicle Repossession Fee	\$ 15
Impounded Vehicle Hearing/release fee	\$ 179
Taxi Operator Permit	\$ 110
Parking Permits (Trailers)	\$ 28
RV Habitation Permit	\$ 28
Firearm Storage Admin Fee (per weapon)	\$ 55
ABC One-Day License Letter	\$ 25
DUI Banner Deposit	Deposit
Civil Subpoena-Officer Court Time	Actual Cost
DUI Cost Recovery	Actual Cost
Alarm Permit-Initial	\$ 28
Private Property Abandoned Vehicle Abatement Fee	\$326 plus Tow Company Charge
Crime Report	\$ -
Up to 10 pages	\$ 38
per page beyond 10	\$ 3

Resolution 2017-35
Schedule E-Fire Department Fees

Fee Type	Recommended Fee
Residential Sprinkler-New installation per riser (1/2 family dwelling)	\$ 335
Non Residential/Multii-family Automatic Sprinkler System 1-100 heads	\$ 634
Non Residential/Multii-family Automatic Sprinkler System 101-200 heads	\$ 782
Non Residential /Multi-family Automatic Sprnkler System 201-400 heads	\$ 932
Non Residential /Multi-family Automatic Sprnkler System over 400 heads	\$ 1,081
Fire Alarm System-per panel-Sprinkler Monitoring Only	\$ 335
Fire Alarm System-per panel-w/heat or smoke detection	\$ 634
Specialized fire Protection ofr Detection System-per system	\$ 335
On Site Hydrant System	\$ 634
Stanpipe System (Wet, Dry or Horizontal)	\$ 485
California Fire Code Permit - Operational Permits (105.6)	\$ -
Aerosol Projects	\$ 186
Amusement Buildings	\$ 186
Aviation Facilities	\$ 186
Carbon Dixide Systems	\$ 186
Carnivals and Fairs	\$ 186
Cellulose Nitrate Film	\$ 186
Combustible Dust-Producing Operations	\$ 186
Combustible Fiber Storage	\$ 186
Compressed Gasses	\$ 186
Covered Mall or Open Mall	\$ 335
Cyogens	\$ 186
Cutting and Welding	\$ 186
Dry Cleaning Plant	\$ 186
Exhibits and Trade Shows	\$ 186
Explosives	\$ 261
Fire Hydrants and Valves	\$ 186
Flammable Liquids	\$ 335
Flammable or Combustible Liquid Pipeline	\$ 335
Floor Finishing	\$ 186
Fruit Ripening	\$ 186
Fumigation or Thermal Insecticide Fogging	\$ 186
Hazardous Mateirals	\$ 335
Hazardous Production Materials	\$ 335
High Piled Combustible Stock	\$ 335
Hot Work Operations	\$ 186
Industrial Ovens Baking and Drying	\$ 186
Lumber Yard & Woodworking Plants	\$ 186
Liquid or Gas-Fueled Vehicles or Equipment in Assembly Buildings	\$ 186

Resolution 2017-35
Schedule E-Fire Department Fees

Fee Type	Recommended Fee
California Fire Code Permit - Operational Permits (105.6) (Con't)	\$ -
Liquefied Petroleum Gas	\$ 186
Magnesium Work	\$ 186
Motor Vehicle Fuel Dispensing Station	\$ 186
Organic Coatings	\$ 186
Open Burning	\$ 186
Open Flames and Torches	\$ 186
Open Flames and Candles	\$ 186
Places of Assembly	\$ 186
Private Fire Hydrants	\$ 335
Pyrotechnic Special Effects Material	\$ 186
Pyroxylin Plastics	\$ 186
Refrigeration Equipment	\$ 186
Repair Garage	\$ 186
Rooftop Heliports	\$ 186
Spraying or Dipping	\$ 186
Tents, Canopies and Temporary Membrane Structures	\$ 186
Tire Storage	\$ 186
Tire Rebuilding Plants	\$ 335
Waste Handling	\$ 186
Wood Products	\$ 186
California Fire Code Construction Permits (California Fire Code 105.7)	
Automatic Fire Extinguishing Systems	\$ 634
Battery System	\$ 335
Compressed Gasses	\$ 335
Cryogenic Fluids	\$ 335
Emergency Responder Radio Coverage System	\$ 335
Fire Alarm & Detection Systems and Related Equipment	\$ 634
Fire Pumps and Related Equipment	\$ 634
Flammable & combustble Liquids	\$ 634
Gates and Barricades across Fire Apparatus Access Roads	\$ 335
Hazardous Mateirals	\$ 634
Industrial Ovens	\$ 335
LP-Gas	\$ 335
Private Fire Hydrants	\$ 485
Smoke Control or Smoke Exhaust Systems	\$ 335
Solar Photovoltaic Power Systems	\$ 335
Spraying or Dipping	\$ 335
Standpipe Systems	\$ 335

Resolution 2017-35
Schedule E-Fire Department Fees

Fee Type	Recommended Fee
California Fire Code Construction Permits (California Fire Code 105.7) (Con't)	
Temporary Membrane Structures and Tents	\$ 335
Fire Clearance /State County	
State Fire Marshall Residential Care Facilities	\$ 186
Schools, (Including Nursery Schools, & Child Day Care) 6+ children	\$ 186
Miscellaneous Fees	
Business License Inspections	\$ 38
Report Copy Fee	\$ 38
Re-Inspection (1 hour minimum, then actual time)	\$ 149
Re-Check/ Re-Review (1 hour minimum, then actual cost)	\$ 149

Resolution 2017-35
Schedule F-Recreation

Fee Type	Recommended Fee
Lap Swim	
Adult Daily Pass	\$ 5
Adult Monthly Pass	\$ 50
Swim Lessons	
Group	\$ 70
Private	\$ 105
Rec Swim	
Season Pass	\$ 55
Monthly Pass	\$ 25
Daily Pass	\$ 2
Other Sport Programs	
Adult Co-ed Softball	\$ 350
Youth Basketball	\$ 40
Facility Rentals	
Community Center-All except Non-Profit	\$ 100
Community Center-Non-Profit	\$ 75
City Hall Conference Room All except Non Profit	\$ 50
City Hall Conference Room Non Profit per hour	\$ 25
EOC/Training Room - All except Non-profit per hour	\$ 100
EOC/Training Room - Non-profit	\$ 75
Apparatus Bay- All except Non Profit	\$ 150
Apparatus Bay- Non Profit	\$ 100
Apparatus Bay- Commercial Fund Raisers	\$ 200



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Public Hearing and Resolution 2017-42 Considering Addition of Commercial Mixed Organic Rates to Waste Management Agreement 2017

RECOMMENDATION: Staff recommends the Council hold a public hearing and adopt Resolution 2017-42 to consider the addition of Commercial Mixed Organics Rates and establish the rates to be charged by the City and Collected by Waste Management (WM) for Mixed Organics Collection Services available to commercial businesses in the City of Winters.

BACKGROUND: The previous WM contract which expired in 2016 to provide solid waste, recycling and green waste services for residents and commercial accounts did not include Commercial Mixed Organics rates. However, as a courtesy WM has been providing these services for many of the commercial accounts within the City. The City adopted a new 10 year agreement with WM, on June 20, 2017, however, the proposed Commercial Mixed Organics rates were not available at the time. WM has since completed the proposed rates for these service and staff recommends that Council hold a public hearing and adopt Resolution 2017-42 establishing Commercial Mixed Organics rates to be effective September 1, 2017.

FISCAL IMPACT: Average rate increase per commercial account would range between \$20.06-\$581.09 depending size of container and frequency of service.

RESOLUTION NO. 2017-42

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS,
ESTABLISHING THE ADDITION OF INTEGRATED WASTE
MANAGEMENT SERVICES RATES FOR COMMERCIAL MIXED
ORGANICS**

WHEREAS, Chapter 8.04 of the City of Winters Municipal Code (“Code”) establishes regulations for the collection and removal of refuse; and

WHEREAS, the City has entered into a new agreement for the collection and removal of refuse, along with related integrated waste management services with USA Waste of California, Inc. (doing business as Waste Management of Winters) (“Waste Management”); and

WHEREAS, a new franchise agreement between the City and Waste Management was executed on June 20, 2017 as a follow up to this agreement the City will consider the addition of mixed organics collection services for commercial businesses in the City; and

WHEREAS, the mixed organics collection services are an optional service that commercial businesses in the City may utilize upon request of Waste Management, for a fee that is reasonably related to the cost of providing the service and the City desires to adopt a fee for such services; and

WHEREAS, pursuant to Government Code sections 66016 and 66018, at least 10 days prior to the hearing on this Resolution, the City published, a notice of the public hearing on the proposed addition of commercial mixed organic rates on two occasions in the local newspaper which included a notice of availability of the proposed rates, and the date, time and location for the public hearing; and

WHEREAS, on August 1, 2017, at 6:30 p.m., the City Council conducted a duly noticed public hearing at which time all those wishing to be heard were afforded an opportunity to be heard, and at which time the City Council considered any and all written protests concerning the proposed solid waste rates; and

WHEREAS, all other prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, based upon the information contained in the Staff Report, the City proposes to add the proposed commercial mixed organic rates to its integrated waste management services rates in accordance with California law in an amount that corresponds to the amount necessary for the collection, conveyance, recycling and disposal of mixed organic waste via the City’s franchise agreement. The commercial mixed organic collection service is an optional service that will be provided to commercial business upon request, and the rates prepared for the service constitute a fee for public service that may be requested of Waste Management through the City’s Franchise Agreement. Therefore, the City Council finds, with respect to the revenue derived from the increased rates, that (1) there is a reasonable relationship between the use of the rates increased herein and the services for which they are imposed; (2) the revenue derived from the increased rates

does not exceed the amount necessary to provide the services; (3) the increased rates shall not be used for any purpose other than that for which the rates are imposed, including but not limited to, mixed organic waste pick-up, transportation, recycling, disposal, facilities and equipment maintenance, capital projects and financing, and billing and account management; (4) the increased rates do not exceed the proportional cost of the services attributable to each customer; and (5) the increased rates are not levied for general governmental purposes; and

WHEREAS, the integrated waste management commercial mixed organic services rates for fiscal year 2017/2018 are included as Exhibit A to this Resolution and incorporated herein;

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

Section 1. Based upon its review of the Staff Report, and upon the written and verbal evidence presented, the City Council hereby finds and determines that the Integrated Waste Management Services for fiscal year 2017-18, beginning September 1, 2017, shall be provided based upon the rates attached hereto as Exhibit "A". The rates for said Integrated Waste Management Commercial Mixed Organic Services includes, but is not limited to:, mixed organics and green waste collection and processing, recycling collection and processing, in accordance with the Franchise Agreement

Section 2. This Resolution supersedes and voids all prior resolutions, and other Council actions, which are inconsistent with its terms, including all prior resolutions establishing or amending integrated waste management services rates.

Section 3. *Adjustment Formula:* Commencing on July 1, 2018, and on the same date annually thereafter (the "Adjustment Date"), the Integrated Waste Management Services Rates as set forth in Exhibit A shall be automatically adjusted by a percentage equal to the percent change in the average Consumer Price Index for All Urban Consumers: Water and sewer and trash collection services, Series ID CUUR0000SEHG ("CPI"), as published by the Bureau of Labor Statistics, for the 12-month period ending nearest, but at least sixty (60) days prior to, the Adjustment Date. In the event the proposed rate increase in excess of the adjustment formula described herein is proposed for any reason, the City Council shall hold a public hearing pursuant to the requirements of the Code and Section 6(a) of Article XIID of the California Constitution (Proposition 218) to consider such additional proposed increase.

Section 4. This Resolution shall become effective immediately upon its approval.

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 1st day of August, 2017, by the following vote:

AYES:

NOES:

ABSENT:

Wade Cowan, Mayor
City of Winters

EXHIBIT A

**INTEGRATED WASTE MANAGEMENT SERVICES RATES
FOR FISCAL YEAR 2017-18**

[Attached behind this cover page]

EXHIBIT A

**INTEGRATED WASTE MANAGEMENT COMMERCIAL
MIXED ORGANIC SERVICES RATES
FOR FISCAL YEAR 2017-18**

[Attached behind this cover page]

EXHIBIT A

7/5/2017



Waste Management of Woodland
 City of Winters
 Proposal for Additional Rates

Commercial Rates	Freq Per Week	Disposal	Service	Franchise Charge	Rate Per Month
32 Gallon Mixed Organics Cart - 1 x Week	1	\$3.08	\$13.97	\$3.01	\$20.06
32 Gallon Mixed Organics Cart - 2 x Week	2	\$6.15	\$27.94	\$6.02	\$40.11
32 Gallon Mixed Organics Cart - 3 x Week	3	\$9.23	\$41.91	\$9.03	\$60.17
64 Gallon Mixed Organics Cart - 1 x Week	1	\$3.93	\$16.53	\$3.61	\$24.07
64 Gallon Mixed Organics Cart - 2 x Week	2	\$7.86	\$33.06	\$7.22	\$48.14
64 Gallon Mixed Organics Cart - 3 x Week	3	\$11.79	\$49.59	\$10.83	\$72.21
2 Yard Mixed Organics Bin* - 1 x Week	1	\$146.36	\$98.67	\$43.24	\$288.27
2 Yard Mixed Organics Bin* - 2 x Week	2	\$292.72	\$197.34	\$86.48	\$576.54
3 Yard Mixed Organics Bin* - 1 x Week	1	\$148.28	\$98.67	\$43.58	\$290.53
3 Yard Mixed Organics Bin* - 2 x Week	2	\$296.59	\$197.34	\$87.16	\$581.09
Contamination Charge - per occurrence ¹		\$0.00	\$42.50	\$7.50	\$50.00
Cart Swap / Cleaning Charge		\$0.00	\$106.25	\$18.75	\$125.00
Bin Swap / Cleaning Charge		\$0.00	\$106.25	\$18.75	\$125.00



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2017-41 Confirming Delinquent Solid Waste Bills

RECOMMENDATION:

Staff recommends that the City Council :

1. Receive the staff report.
2. Conduct a public hearing to receive public input
3. Approve Resolution 2017-41 A Resolution of the City Council of the City of Winters Confirming Delinquent Solid Waste Bills and Request collection of Charges on the Tax Roll

BACKGROUND:

Waste Management provides solid waste collection pursuant to a contract with the City of Winters to real property within the City Limits.

Several real property owners within the City of Winters have failed to pay for solid waste collection services and have accounts that are delinquent for a period of more than 60 days. The contract with Waste Management has a provision which allows for the placement of past due accounts on the Tax Rolls to be collected by the tax collector through the property tax system. This is very similar to what the City of Winters does with delinquent water and sewer bills.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2017-41

RESOLUTION 2017-41

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CONFIRMING
DELINQUENT SOLID WASTE BILLS AND REQUESTING COLLECTION OF
CHARGES ON TAX ROLL**

WHEREAS, Waste Management provides solid waste collection pursuant to a contract with the City of Winters to real property within the city limits; and

WHEREAS, the Municipal Code of the City of Winters by its terms in provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said solid waste collection services, and have accounts that are delinquent for a period of sixty days or more; and

WHEREAS, in accordance with Government Code Sections 25831 and 38790.1, not less than 10 days prior to the public hearing, the City mailed notice to all such delinquent property owners that they accounts were delinquent, and on August 1, 2017, at 6:30 p.m. or as soon thereafter as it may be heard, the City Council would hold a public hearing to consider all evidence and testimony regarding the report of all such delinquent solid waste fees, and would consider any objections or protests of landowners liable to be assessed for delinquent fees; and

WHEREAS, on August 1, 2017 the City Council held such public hearing, and considered all evidence presented to the City Council, including the oral and written staff report and report of all delinquent solid waste fees, and all written and oral testimony received during such public hearing; and

WHEREAS, the County has required as a condition of the collection of said charge that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

1. Based on all the evidence received by the City Council, the Council hereby approves the report of delinquent solid waste accounts, including the outstanding amounts due as included in Attachment A and incorporated herein by reference.
2. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges attached hereto.
3. The City warrants and represents that the taxes, assessment, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state laws, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218)
4. The City releases and discharges County, and it officers, agents and employees from any and all claims, demands, liabilities, costs and expenses damages, causes of action,

- and judgements, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of the City.
5. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties) from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgements, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for the City, of in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that , in the event a judgement is entered in court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County may offset the amount of the judgment from any other monies collected by the County on behalf of City, including property taxes.
 6. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments fees and/or charges and that City will not refer such persons to County officers and employees for response
 7. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessment, fees and/or charges, as provided Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

Resolution 2017-41 Attachement A
City of Winters
Waste Management Liens

APN	4 YEARS (7/24/2013-7/24/2017)
038-190-051-000	\$366.30
003-510-009-000	\$295.00
003-160-014-000	\$416.81
003-532-011-000	\$412.04
003-404-006-000	\$435.36
003-502-012-000	\$356.04
003-472-012-000	\$459.50
003-492-053-000	\$394.20
003-501-006-000	\$405.71
003-424-002-000	\$278.69
003-130-020-000	\$279.52
003-221-006-000	\$385.38
003-380-004-000	\$614.04
038-201-006-000	\$555.91
038-201-007-000	\$452.48
003-441-009-000	\$827.06
003-380-025-000	\$889.76
003-461-008-000	\$889.76
003-501-003-000	\$906.58
003-421-008-000	\$638.48
003-492-031-000	\$970.59
030-391-016-000	\$954.04
003-272-015-000	\$1,257.36
003-144-003-000	\$1,375.18
030-371-009-000	\$1,424.14
003-272-010-000	\$1,603.07
003-272-003-000	\$783.64
003-342-023-000	\$2,111.95
003-480-027-000	\$2,157.85
038-190-025-000	\$2,217.68
003-272-014-000	\$2,270.59
003-523-018-000	\$2,325.39
003-276-010-000	\$2,270.60
003-492-020-000	\$2,739.96
003-441-014-000	\$2,715.09
003-471-017-000	\$2,812.68
038-203-007-000	\$2,872.44

Resolution 2017-41 Attachment A
 City of Winters
 Waste Management Liens

APN	4 YEARS (7/24/2013-7/24/2017)
038-170-005-000	\$3,921.90
003-272-011-000	\$3,367.93
003-462-012-000	\$3,250.12
003-410-042-000	\$3,028.08
003-173-013-000	\$3,237.93
003-501-034-000	\$3,127.21
003-182-081-000	\$3,126.74
003-154-002-000	\$3,153.31
003-192-003-000	\$3,192.69
030-372-020-000	\$3,231.07
003-410-032-000	\$3,329.15
030-371-007-000	\$3,354.65
003-441-006-000	\$3,289.65
038-205-005-000	\$3,558.23
003-466-009-000	\$3,579.19
038-202-002-000	\$3,284.02
038-205-013-000	\$3,501.08
003-153-017-000	\$2,928.89
003-442-018-000	\$3,490.85
003-424-021-000	\$3,649.88
003-463-009-000	\$3,657.33
003-423-011-000	\$3,664.74
003-404-009-000	\$3,598.20
003-282-019-000	\$6,914.21
003-445-003-000	\$3,743.14
003-492-054-000	\$4,539.77
003-342-016-000	\$4,395.37
003-341-029-000	\$4,461.81
003-444-001-000	\$4,494.15
030-381-007-000	\$5,564.12

\$154,756.28



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Resolution 2017-40 Confirming Delinquent Utility Bills

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2017-40 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

BACKGROUND:

The City of Winters bills each property owner for water, sewer and municipal services tax on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis., This resolution allows for the unpaid amounts to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2017-40

RESOLUTION 2017-40

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS CONFIRMING DELINQUENT UTILITY BILLS AND REQUESTING COLLECTION OF CHARGES ON TAX ROLL

WHEREAS, the City of Winters provides utility services within the city limits; and

WHEREAS, the Municipal Code of the City of Winters by its terms in Section 13.04.080 provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

WHEREAS, several of said property owners have failed to pay for said utility services;
AND

WHEREAS, the County has required as a condition of the collection of said charge that the City warrant the legality of said charges and defend and indemnify the County from any challenge to the legality thereof,

NOW THEREFORE, the City Council of the City of Winters does hereby resolve as follows:

1. The City of Winters has delinquent accounts in the amounts included on Attachment A.
2. The Auditor-Controller of Yolo County is requested to attach for collection on the County tax rolls those taxes, assessments, fees and/or charges attached hereto.
3. The City warrants and represents that the taxes, assessment, fees and/or charges imposed by the City and being requested to be collected by Yolo County comply with all requirements of state laws, including but not limited to Articles XIIC and XIID of the California Constitution (Proposition 218)
4. The City releases and discharges County, and its officers, agents and employees from any and all claims, demands, liabilities, costs and expenses damages, causes of action, and judgements, in any manner arising out of the collection by County of any taxes, assessments, fees and/or charges on behalf of the City.
5. The City agrees to and shall defend, indemnify and hold harmless the County, its officers, agents and employees (the "Indemnified Parties) from any and all claims, demands, liabilities, costs and expenses, damages, causes of action and judgements, in any manner arising out of the collection by County of any of City's said taxes, assessments, fees and/or charges requested to be collected by County for the City, of in any manner arising out of City's establishment and imposition of said taxes, assessments, fees and/or charges. City agrees that , in the event a judgement is entered in court of law against any of the Indemnified Parties as a result of the collection of one of the City's taxes, assessments, fees and/or charges, the County

may offset the amount of the judgment from any other monies collected by the County on behalf of City, including property taxes.

6. The City agrees that its officers, agents and employees will cooperate with the County in answering questions referred to City by County from any person concerning the City's taxes, assessments fees and/or charges and that City will not refer such persons to County officers and employees for response
7. The City agrees to pay such reasonable and ordinary charges as the County may prescribe to recoup its costs in placing on the tax rolls and collecting the taxes, assessment, fees and/or charges, as provided Government Code sections 29304 and 51800.

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of August, 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

City of Winters
Resolution 2017-40 Attachment A

APN	AMOUNT DUE
003-130-010-000	\$ 1,099.21
003-130-016-000	\$ 266.72
003-130-019-000	\$ 197.01
003-141-014-000	\$ 325.41
003-141-015-000	\$ 282.50
003-143-012-000	\$ 207.70
003-146-014-000	\$ 362.41
003-152-004-000	\$ 480.47
003-152-012-000	\$ 200.00
003-153-017-000	\$ 325.20
003-154-002-000	\$ 306.13
003-156-010-000	\$ 221.54
003-156-013-000	\$ 121.68
003-156-018-000	\$ 661.40
003-160-037-000	\$ 297.38
003-173-011-000	\$ 209.38
003-173-021-000	\$ 196.78
003-175-010-000	\$ 201.82
003-182-077-000	\$ 220.26
003-182-081-000	\$ 1,602.44
003-182-090-000	\$ 282.75
003-183-017-000	\$ 95.05
003-191-010-000	\$ 177.42
003-192-003-000	\$ 642.32
003-193-009-000	\$ 354.74
003-202-004-000	\$ 323.46
003-202-010-000	\$ 538.61
003-203-007-000	\$ 132.02
003-204-017-000	\$ 78.20
003-221-006-000	\$ 743.89
003-221-009-000	\$ 850.33
003-242-010-000	\$ 371.46
003-242-013-000	\$ 317.70
003-243-008-000	\$ 767.14
003-271-002-000	\$ 296.74
003-272-003-000	\$ 1,355.30
003-272-004-000	\$ 374.77
003-272-010-000	\$ 877.82
003-273-002-000	\$ 252.82
003-273-007-000	\$ 431.36
003-275-006-000	\$ 166.82
003-276-010-000	\$ 2,053.91
003-281-008-000	\$ 1,088.74

City of Winters
Resolution 2017-40 Attachment A

APN	AMOUNT DUE
003-282-020-000	\$ 3,210.06
003-282-024-000	\$ 305.55
003-341-017-000	\$ 223.65
003-341-029-000	\$ 426.60
003-341-035-000	\$ 336.28
003-342-016-000	\$ 250.80
003-342-023-000	\$ 316.11
003-360-010-000	\$ 163.14
003-360-015-000	\$ 1,531.40
003-370-026-000	\$ 2,078.43
003-380-004-000	\$ 2,267.76
003-380-011-000	\$ 154.23
003-380-016-000	\$ 426.85
003-380-025-000	\$ 200.25
003-393-000-000	\$ 178.97
003-393-002-000	\$ 297.97
003-395-003-000	\$ 251.18
003-402-014-000	\$ 224.75
003-402-016-000	\$ 236.74
003-403-006-000	\$ 351.84
003-403-022-000	\$ 266.14
003-404-009-000	\$ 651.56
003-405-006-000	\$ 510.56
003-410-002-000	\$ 158.67
003-410-006-000	\$ 188.55
003-410-015-000	\$ 405.66
003-410-032-000	\$ 1,340.69
003-410-042-000	\$ 771.08
003-422-009-000	\$ 308.76
003-423-011-000	\$ 302.70
003-423-013-000	\$ 325.43
003-424-010-000	\$ 251.90
003-424-022-000	\$ 488.49
003-424-025-000	\$ 415.61
003-441-006-000	\$ 611.26
003-441-009-000	\$ 450.27
003-441-014-000	\$ 350.85
003-441-016-000	\$ 301.00
003-442-003-000	\$ 248.96
003-442-004-000	\$ 433.07
003-442-005-000	\$ 326.43
003-442-023-000	\$ 351.31
003-444-000-000	\$ 1,681.14

City of Winters
Resolution 2017-40 Attachment A

APN	AMOUNT DUE
003-445-003-000	\$ 302.10
003-462-000-000	\$ 219.45
003-462-003-000	\$ 193.57
003-462-012-000	\$ 424.95
003-463-004-000	\$ 707.66
003-463-009-000	\$ 201.62
003-463-012-000	\$ 175.94
003-465-002-000	\$ 176.62
003-466-008-000	\$ 235.62
003-471-017-000	\$ 349.14
003-471-019-000	\$ 480.50
003-472-009-000	\$ 351.46
003-472-012-000	\$ 1,473.50
003-473-010-000	\$ 250.06
003-473-015-000	\$ 387.78
003-480-034-000	\$ 256.35
003-480-038-000	\$ 287.99
003-480-046-000	\$ 196.34
003-480-049-000	\$ 199.38
003-491-007-000	\$ 273.10
003-491-020-000	\$ 375.96
003-492-020-000	\$ 682.35
003-492-026-000	\$ 238.98
003-492-031-000	\$ 158.13
003-492-035-000	\$ 483.77
003-492-054-000	\$ 880.18
003-492-056-000	\$ 1,781.15
003-501-003-000	\$ 2,005.96
003-501-006-000	\$ 389.69
003-501-025-000	\$ 202.58
003-502-012-000	\$ 1,483.82
003-503-025-000	\$ 244.98
003-511-002-000	\$ 300.06
003-511-004-000	\$ 232.79
003-511-010-000	\$ 189.18
003-512-003-000	\$ 232.30
003-514-003-000	\$ 317.73
003-514-008-000	\$ 550.07
003-515-008-000	\$ 398.71
003-521-003-000	\$ 219.76
003-521-006-000	\$ 209.25
003-523-004-000	\$ 355.75
003-524-003-000	\$ 220.86

City of Winters
Resolution 2017-40 Attachment A

APN	AMOUNT DUE
003-524-006-000	\$ 493.65
003-524-007-000	\$ 531.65
003-524-014-000	\$ 316.32
003-524-018-000	\$ 283.68
003-531-008-000	\$ 99.20
003-533-004-000	\$ 266.26
003-533-010-000	\$ 62.06
003-533-013-000	\$ 114.65
003-533-017-000	\$ 1,302.24
030-361-029-000	\$ 241.90
030-371-002-000	\$ 243.72
030-371-009-000	\$ 443.63
030-381-002-000	\$ 256.16
030-381-007-000	\$ 350.22
030-392-008-000	\$ 157.90
030-392-010-000	\$ 238.44
038-170-013-000	\$ 267.90
038-190-025-000	\$ 309.94
038-190-051-000	\$ 259.49
038-201-007-000	\$ 635.96
038-201-014-000	\$ 313.74
038-202-002-000	\$ 687.07
038-202-007-000	\$ 461.19
038-203-008-000	\$ 439.91
038-203-010-000	\$ 209.78
038-204-005-000	\$ 172.90
038-204-006-000	\$ 286.46
038-282-030-000	\$ 418.24



**CITY COUNCIL
STAFF REPORT**

To: Mayor and City Council

From: John Donlevy, City Manager 

Re: Public Review Draft Yolo Habitat Conservation Plan/Natural Community Conservation Plan (HCP/NCCP) and Draft Environmental Impact Statement/Environmental Impact Report (EIS/EIR)

Date: August 1, 2017

REQUESTED ACTIONS:

1. Receive presentation on the Public Review Draft HCP/NCCP and Draft EIS/EIR
2. Receive public comments on the Public Review Draft HCP/NCCP and Draft EIS/EIR

PURPOSE OF MEETING:

The Public Review Draft Yolo Habitat Conservation Plan/Natural Community Conservation Plan (Yolo HCP/NCCP) and Draft Environmental Impact Statement/Environmental Impact Report (Draft EIS/EIR) (SCH #2011102043) are now available for review and comment. Public comment on these documents is invited for a 90-day period extending from June 1, 2017 to August 30, 2017. Copies of the Yolo HCP/NCCP and Draft EIS/EIR may be viewed and downloaded at:

<http://www.yolohabitatconservancy.org/documents>

The purpose of this item is to receive comments from any interested party regarding the contents of the Public Review Draft HCP/NCCP and/or the adequacy of the Public Review Draft EIS/EIR as an informational tool for making decisions regarding the Yolo HCP/NCCP. As described below, the Conservancy will release a final version of the HCP/NCCP and EIS/EIR in late 2017. All comments will be considered in development of the final Yolo HCP/NCCP and EIS/EIR.

The Public Review Draft Yolo HCP/NCCP and the Public Review Draft EIS/EIR release is a significant and important milestone. It represents the culmination of many years of work, is a critical step forward in the efforts of the Yolo Habitat Conservancy ("Conservancy") and the member agencies (including the City of Winters) to secure the associated Incidental Take Permits ("ITPs"), and is the formal opportunity for interested parties to request changes or modifications to the HCP/NCCP and comment on the analysis and conclusions in the EIS/EIR. For the 12 covered species, the HCP/NCCP will replace the existing project-by-project mitigation obligations under the federal and state Endangered Species Acts in Yolo County with a new regional approach.

HISTORY:

From 1993 through 2001, Yolo undertook an extensive effort to produce a countywide HCP. That effort culminated in 2001 with the rejection of a prior Draft HCP in favor of a combined HCP/NCCP that would be larger in scope and scale, and result in more comprehensive conservation outcomes.

Yolo County and its four cities formed a Joint Powers Agency (JPA) in August 2002, now called the Yolo Habitat Conservancy, for the purpose of cooperative development of a regional HCP/NCCP. In 2005, the Conservancy, the U.S. Fish and Wildlife Service (Service), and the California Department of Fish and Wildlife (CDFW) signed a Planning Agreement directing the preparation of the Yolo HCP/NCCP. An intensive public and stakeholder outreach program was undertaken to provide input into, and critical oversight of, the development of the Yolo HCP/NCCP. Work on the Yolo HCP/NCCP ensued over the next ten years.

In August of 2012, the staff of the Conservancy underwent a significant change. The Board of Directors hired a new contract Executive Director and Project Manager to propose a new path forward for the Conservancy. The Conservancy released the First Administrative Draft of the HCP/NCCP in June 2013. This document represented the work completed over the last decade. The First Administrative Draft covered 32 species and required an investment of almost \$500 million to implement. The Board of Directors determined the proposed HCP/NCCP would be too difficult and costly to implement. Conservancy staff have since worked with the Service and the CDFW to make significant modifications to the Yolo HCP/NCCP to achieve a feasible plan. Changes have including decreasing the number of covered species from 32 to 12 and developing the concept of a Conservation Reserve Area to ensure that future habitat conservation efforts are concentrated where they will be most advantageous.

The Conservancy released the Second Administrative Draft of the Yolo HCP/NCCP in March 2015. The Conservancy reduced costs for implementation of this version from \$500 million to \$318 million over 50 years, a significant reduction. The Public Review Draft of the Yolo

HCP/NCCP reflects a refinement of the Second Administrative Draft. A summary of the Public Review Draft HCP/NCCP is provided below.

OVERVIEW OF THE PUBLIC REVIEW DRAFT HCP/NCCP

The Yolo HCP/NCCP is a comprehensive, multi-species county-wide plan to provide for the conservation of 12 sensitive species ("covered species") and the natural communities and agricultural land on which they depend. The Yolo HCP/NCCP will provide the basis for issuance of long-term (50-year) ITPs under the Federal Endangered Species Act (FESA) and California Natural Community Conservation Planning Act (NCCPA) for a range of future anticipated public and private activities ("covered activities") on these 12 species. The plan area encompasses the entire area of Yolo County, approximately 653,549 acres, and includes conservation activities outside of Yolo County within an additional 1,174 acres along Putah Creek in Solano County.

The Conservancy, a joint powers agency created by Yolo County and the incorporated cities of Davis, West Sacramento, Winters, and Woodland, prepared the Yolo HCP/NCCP. The Yolo HCP/NCCP will provide the basis for issuance of long-term (50-year) ITPs under the Federal Endangered Species Act (FESA) and California Natural Community Conservation Planning Act (NCCPA) for covered activities.

The Yolo HCP/NCCP will provide the Permittees (Yolo County, the four incorporated cities, and the Conservancy) with ITPs from both the Service CDFW for the 12 covered species. This action is allowed under Section 10(a)(1)(B) of the FESA and Section 2835 of the NCCPA chapter of the California Fish and Game Code. The Yolo HCP/NCCP ensures compliance with the FESA, NCCPA, and the California Endangered Species Act (CESA) for covered activities that may affect the covered species. In addition to the Permittees, the Yolo HCP/NCCP permits may be used by other entities through certificates of inclusion, as described further in the plan.

The Yolo HCP/NCCP will streamline and coordinate the process for approval and mitigation of impacts to covered species and their habitats. It will also add certainty in that no further commitments of funds, land, or other resources may be required by the Service and CDFW for impacts to the covered species, unless changed circumstances occur, so-called "no surprises" assurances.

For the purposes of the Yolo HCP/NCCP, the County is divided into 22 geographically based planning units. These include four urban planning units centered around each of the incorporated cities, where most of the covered activities are planned to occur. The conservation strategy focuses most of the conservation in the 13 planning units in the eastern portion of the County where most of the covered species habitat is found. Yolo County and its cities have already conserved 90,967 acres throughout the County, of which 34,282 acres are in

permanent conservation easements. The Yolo HCP/NCCP conservation strategy builds on these efforts.

Covered activities include actions and land uses contemplated in the local General Plans for Yolo County, Davis, West Sacramento, Winters, and Woodland. The covered activities have been organized into five broad categories: urban projects and activities, rural projects and activities, operations and maintenance, conservation strategy implementation, and neighboring landowner protection program. The first two categories comprise the "spatially defined" activities. This refers to activities where the location is currently known. These two categories total 17,551 acres, within which 11,510 acres of impact are modeled to occur over the life of the permit. The remaining three categories comprise the "spatially undefined" categories (activities where a specific location is not yet known) consisting of 506 acres for operation and maintenance, 956 acres for restoration and enhancement, and 2,347 acres for the neighboring landowner protection program (applicable only to four of the 12 covered species). Within the three spatially undefined categories, an additional 1,139 acres of impact are assumed to occur for a total of 12,649 acres of impact (11,510 acres + 1,139 acres).

As mitigation for impacts to 12,649 acres, the Yolo HCP/NCCP will require 17,131 acres of mitigation and 16,231 acres of conservation beyond mitigation (including 8,000 acres of pre-permit reserve lands) for total conservation of 33,362 acres. In general, this obligation will be satisfied by the payment of per-acre fees by project proponents, the most common of which will be the base fee of \$11,231 per acre. In addition, project proponents must implement a series of Avoidance and Minimization Measures (AMMs) as conditions on approved covered activities.

To help guide other efforts to protect and conserve both species and habitat that are not the focus of the Yolo HCP/NCCP, the Conservancy is also preparing a Regional Conservation Investment Strategy (RCIS)/Local Conservation Plan (LCP). This is a voluntary, non-regulatory plan to fill in conservation gaps not covered by the Yolo HCP/NCCP.

Overall implementation of the Yolo HCP/NCCP is estimated to cost \$371,399,000 million over 50 years, of which 64 percent will be paid by project fees, 12 percent will be paid by local funding sources, 21 percent is estimated to be paid by state and federal grants, and 3 percent will be paid from investment interest. A summary of key components of the Yolo HCP/NCCP, including a comparison to the two previous administrative drafts, is provided in Attachment 1, Plan Comparison Table.

OVERVIEW OF THE DRAFT EIS/EIR:

The Draft EIS component of the Draft EIS/EIR was prepared pursuant to the National Environmental Policy Act (NEPA) under the oversight of the Service serving as the NEPA Lead

Agency. As required under NEPA, a Notice of Availability (NOA) was published in the Federal Register.

The Draft EIR component of the Draft EIS/EIR was prepared pursuant to the California Environmental Quality Act (CEQA) under the oversight of the Conservancy serving as the CEQA Lead Agency, and CDFW and the member agencies serving as CEQA Responsible Agencies. In accordance with CEQA, a Notice of Availability (NOA) was filed with the California Governor's Office of Planning and Research State Clearinghouse. The NOA also serves to notify the public of meetings and hearings on the Draft Plan and Draft EIS/EIR.

Both NEPA and CEQA contemplate different levels of analysis for different types of decisions. The level of analysis typically used for planning documents like a regional conservation plan is described as "programmatic," which reflects that the site-specific and project-specific details for the entire plan area are not known, but sufficient information is available so that the general potential for impact in various topical areas can be sufficiently assessed. The Draft EIS/EIR prepared for the Yolo HCP/NCCP is a programmatic document.

The Draft EIS/EIR analyzes and discloses the potential for significant adverse environmental impacts associated with the Yolo HCP/NCCP as proposed, and three project alternatives. The Draft EIS/EIR identifies the potential for significant effects under CEQA in the impact areas of Land Use and Agricultural Resources. Under Land Use, the potential for conflict with another HCP is identified, as related to conservation area overlap with the Solano Multi-Species HCP. A coordination agreement between the two agencies is identified as the mitigation. Under Agricultural Resources, loss of farmland through the conversion of several hundred acres of farmland to habitat was found to be significant and unavoidable. Other areas of potential impact under CEQA are identified as less-than-significant.

PLAN REVIEW AND COMMENT

The Conservancy and the Service are accepting comments on the Public Review Draft HCP/NCCP and Draft EIS/EIR during a 90-day period extending from June 1, 2017 to August 30, 2017. Copies of the Public Review Draft Yolo HCP/NCCP and Public Review Draft EIS/EIR may be viewed and downloaded at:

<http://www.yolohabitatconservancy.org/documents>

Comments may be submitted in several ways:

- Orally or in writing at any of the scheduled hearings and meetings
- In writing via postal service delivery or email

Comments should be directed to:

Shawna Stevens, Assistant to the Director
Yolo Habitat Conservancy
611 North Street, Woodland, CA 95695
info@yolohabitatconservancy.org

The Conservancy has undertaken an extensive public outreach program, of which this meeting before the Winters City Council is the last. The Conservancy staff will take summary notes of comments received at the meeting and enter these notes into the record for the EIS/EIR. Commenters wishing to have their comments in the record verbatim must submit them in writing by the deadline.

NEXT STEPS:

After the close of the review period, the Conservancy will consider all comments received and prepare the Final Plan and Final EIS/EIR. Adoption of the Final HCP/NCCP and Final EIS/EIR, and issuance of ITPs is targeted for mid to late 2018.

ATTACHMENTS:

Attachment A. Plan Comparison Table

ATTACHMENT 1: Yolo HCP/NCCP Plan Comparison Table

ITEM	1 ST Admin Draft	2 ND Admin Draft	Public Review Draft
Document Release Date	June 28, 2013	March 31, 2015	June 1, 2017
Covered Species	32 species	12 species	12 species (Table 1-1)
Plan Area	653,818 ac	653,817 ac	653,549 ¹⁰ ac
Additional Conservation Area (Solano County)	Not Applicable	Not Applicable	1,174 acres
Land Cover Layer¹¹	652,602 ac	652,619 ac	653,494 ac (Table 2-1)
Natural Communities Acs	526,726 ac	512,002 ac	512,646 ac (Table 2-1)
Covered Activities			(Table 3-1)
Urban	Unknown	9,506 ac	9,639 ¹ ac
Rural	Unknown	5,313 ac	4,392 ac
Rural infrastructure	Unknown	667 ac	872 ac
Agric Econ /Open space	Unknown	2,569 ac	2,647 ac
Subtotal	Unknown	18,055 ac	17,551 ac
Operations/maintenance	Unknown	505 ac	506 ac ²⁰ (Table 3-2)
Restoration	Unknown	<981 ac ⁷	<956 ac (Table 6-1b)
Neighboring landowner	Unknown	Undetermined	2,347 ¹³ ac
Effects on Natural Communities			(Table 5-3)
Spatially defined	14,476 ac	11,826 ac	11,510 ac (+66 ac temp)
Spatially undefined	3,344 ac	220 ¹⁴ ac	222 ac ²¹
Subtotal	17,820 ac	12,046	11,733
Habitat restoration	1,126 ac	< 981 ac ⁷	912 ac
Total	18,946 ac	13,027 ac	12,649 ac
Conservation Strategy			(Table 6-1b)
Mitigation	16,350 ac	16,349 ¹⁵ ac	17,087 ² ac
Conservation	58,532 ac	12,032 ac This includes 8,000 of pre-permit reserve lands and 4,032 ac of newly protected conservation lands	16,275 ⁶ ac This includes 8,000 of pre-permit reserve lands and 8,231 ac of newly protected conservation lands
Subtotal	74,882 ac	28,381 ac	32,406 ac
Restored/Created Wetlands	1,126 ac (536 ac mit/ 590 ac cons)	<981 ac ⁷ (981 ac mit)	<956 ac (912 ac mit/44 ac cons)
Total Reserve System	76,008 ac	29,362 ac	33,362 ac
Implementation Costs			
Mitigation	\$146,944,000 (29%)	\$175,832,000 (55%)	177,310,000 (48%) ¹⁶ (Table 8-8)
Wetland Restoration	\$52,499,000 ⁹ (10%)	\$62,740,000 (20%)	60,828,000 (16%) ¹⁷ (Table 8-9)
Conservation	\$305,250,000 (61%)	\$80,185,000 ⁵ (25%)	133,261,000 (36%) ¹⁸
Total	\$504,693,000	\$318,757,000	\$371,399,000 ¹⁹ (Table 8-6)
Agency Cost Share for Conservation Beyond Mitigation⁸	90% federal/state 10% local	50% federal/state 50% local	58.7% federal/state ²² 41.3% local ²³
Plan "Development" Fees			(Table 8-7)
Base Fee	\$8,130 per acre	\$10,248 per acre ⁴	\$11,231 per acre
Wetlands Fee	\$52,034 per acre	\$62,670 per acre	\$62,773 per acre
Riparian Fee	\$60,334 per acre	\$69,829 per acre	\$69,877 per acre
Lacustrine Fee	\$48,334 per acre ³	\$49,222 per acre	\$49,304 per acre
Plan Funding			(Table 8-6)
HCP/NCCP Fees	\$175,485,000 (35%)	\$238,572,000 (75%)	\$238,138,000 (64%)
Local Funding	\$32,920,800 (6.5%)	\$35,556,000 (11%)	\$45,736,000 (12%)
Federal and State Funding	\$296,287,200 ⁸ (58.5%)	\$35,556,000 (11%)	\$78,199,000 (21%)
Investment/interest	unknown	\$8,856,000 (3%)	\$9,326,000 (3%)
Total	\$504,693,000	\$318,540,000	\$371,399,000

TABLE NOTES:

- 1/ Includes 719 acres of City (urban) projects within the unincorporated (rural) county.
- 2/ 16,175 acres protected plus 912 acres restored.
- 3/ Plant/shrimp fee.
- 4/ Current hawk mitigation fee is \$8,660 per acre, but has not been updated to reflect current land values.
- 5/ Includes endowment costs and plan preparation costs.
- 6/ 16,231 acres protected plus 44 acres restored.
- 7/ Wetlands restoration mitigation will only occur if wetlands are impacted.
- 8/ Applies to conservation component only.
- 9/ \$28,541,000 mitigation (Table H-4); \$23,958,000 conservation (Table H-5).
- 10/ Corrected to comport to the County GIS/GP boundary total.
- 11/ Inconsistencies between the land cover layer and the plan area total have prevented a full comports of tables and acreage totals. These inconsistencies have been reduced as data base corrections have been made over time.
- 12/ Deleted
- 13/ Pages ES-8, 3-52, and 5-15. There is no separate mitigation assigned to this in the plan.
- 14/ Spatially undefined effects, O&M, Table 5-4 says 151 ac.
- 15/ Does not comport with 18,416 on page 8-42 of revised Chapter 8.
- 16/ Land cover fee from Table 8-6, Funding Plan.
- 17/ Wetland fee from Table 8-6, Funding Plan.
- 18/ Subtotal local/state/federal plus subtotal other, Table 8-6, Funding Plan.
- 19/ 11,464 acres, page 8-44
- 20/ Spatially undefined covered activities, Table 3-2. Does not include restoration which is listed separately.
- 21/ Spatially undefined effects, O&M, Table 5-3. This differs from spatially defined covered activities because effects on "other land cover types" do not trigger mitigation or conservation.
- 22/ \$78,199,000 state/federal funding ÷ \$133,261,000 total conservation cost
- 23/ 21,898 acres, p. 8-44.

SOURCE: Tschudin Consulting Group for Yolo Habitat Conservancy, May 22, 2017.



CITY OF
WINTERS
california
Est. 1875
CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: 2016-2017 Preliminary Budget Results and 2017-2018 Budget Adjustments

RECOMMENDATION:

Staff recommends the City Council receive a report on the preliminary operating results for the General Fund for fiscal year ending 6-30-17 and approve Resolution 2017-36 amending the 2017-2018 operating budget.

BACKGROUND:

Every two years, the City of Winters prepares an operations budget for the following two years. The current budget document contains budget authority for 2016-2017 and 2017-2018.

Preliminary results for 2016-2017 show that the General Fund will have an operating deficit of approximately \$175,000 while the budget, as adopted, forecasted a \$128,202 surplus, a difference of 303,202. The major factor impacting the operating results for 2016-2017 was the failure of several key construction projects to begin construction. As a matter of fact, the largest projects predicted to pull permits for the 16-17 fiscal year, the Downtown Hotel, the Freeway Hotel, the Starbucks building, the Chevron remodel, and both of the Domus projects, the Senior Center and the Blue Mountain Terrace project, did not pull permits in the fiscal year as projected. The revenues from these projects alone were estimated to be \$282,542. The balance of the shortfall can be attributed to the fact that we projected an increase in the building permit fees that was not implemented in the fiscal year. Not realizing the revenues for 2016-2017 has impacted our cash flow for the fiscal year, and all departments were requested in mid to late April to limit all spending to health/life/safety expenditures in order to manage the cash flow for the General fund.

The results are preliminary, as we are still receiving funds for revenues earned in the 2016-2017 fiscal year; however, these results are only for the General Fund. This will look somewhat different from the Comprehensive Annual Financial Report (CAFR) because the CAFR includes revenues and expenditures from items that we classify as "Reserve Funds" such as the Service Reserve Fund, the Capital Equipment Replacement Fund and the General Fund Capital Account. These funds were created by transferring General fund cash to "reserve" accumulated fund balance for specific activities.

During 2016-2017 the General Fund Capital Account had expenditures for the new Downstairs Conference Room, the Service Reserve Fund had expenditures for the Alley Improvements in Newt's Expressway, and the Capital Equipment Replacement fund had expenditures for new vehicles during the fiscal year. These items will show as expenditures in the General Fund in the CAFR, but, they are not expenditures from operations of the City, but rather, expenditures for capital projects.

The results of operations for the General Fund for 2016-2017 will have an impact on the adopted 2017-2018 General Fund Budget. The hotels were anticipated to be open around January 1, 2018, therefore generating a Transient Occupancy Tax (TOT) at 12% for six months during the 2017-2018 fiscal year, and this was included in the 2017-2018 Budget as adopted. Discussions with the Freeway Hotel Developer has informed us that most hotels take about 9 months to complete, therefore instead of 6 months of TOT as projected, there might only be 2 months of TOT from the hotels. This means the revenues projected for the 17-18 fiscal year are not realistic. Even though the issuance of the building permits in 2017-2018 will make up for some of the unrealized TOT revenues, adjustments in the 2017-2018 Budget need to be made.

Staff is proposing the following adjustments due to the change in timing for the building of the two hotels and the other projects that should be pulling permits in the 2017-2018 year:

Reduce TOT revenue	(\$615,000)
Increase Building permit revenue	\$282,542
Remove Additional Police Officer position for 2017-2018	\$114,248
Remove Fire Engineer Position for 2017-2018	\$134,473
Increase Property Tax Pass-through due to Bond refinancing	\$ 52,000
Increase Residual from Successor Agency due to Bond refinancing	<u>\$ 32,000</u>
Total Adjustment	\$ 263

The budget as adopted for 2017-2018 had a surplus of \$138,092 and the above adjustments project that we should have a surplus of \$138,355, a very small change.

The Police Officer position was a new position for the fiscal year in anticipation of the opening of the two hotels increasing the number of people within the City of Winters. Staff is recommending that the addition of another officer be delayed until the 2018-2019 fiscal year, after the hotels have opened and the number of people within the City increases.

The Fire Engineer position is a new position that was requested by former Chief McAlister to aide in station coverage. The current staff is managing station coverage, and without the revenue from the TOT from the hotels, there just isn't the funding available for this position, therefore, staff is recommending that this position be removed from the 17-18 budget and the issue will be revisited when the 18-19/19-20 budget is prepared.

Additionally, as we begin the new fiscal year, a number of other items need to be addressed in the budget;

- 1 The Police Department is now ordering all of the supplies for the janitorial staff and for the EOC room and the breakroom, this had previously been handled by the Administrative services department, but it just makes more sense to have it handled by the folks staffing the Police and Fire Station. This will require a reduction to the Overhead Supply Account of \$2000 and an increase in the Police Department Supply Account of \$2000

- 2 The Police Chief has determined, and the City Manager has agreed, that the SUV patrol vehicles need storage units for the back of the units to organize the equipment that the Police Officers are required to maintain in the vehicles. The item is called Modular Rear Cargo Storage Solution. Funding for this will require an increase in expenditures from the Traffic Safety Fund in the amount of \$5752. Traffic Safety Fund revenue is received from the issuance of Traffic and Parking Citations throughout the City of Winters and may be used to provide equipment to help aid Traffic Safety. This fund is not allowed to be used for staffing purposes, and we have only used it to help in the purchase and replacement of the equipment for new and replaced patrol vehicles in the past.
- 3 The Police Chief has determined, and the City Manager has agreed, that the Police Officers be required to have a specific external vest as part of the uniform they are required to wear. The cost to outfit the officers in these vests is estimated to be approximately \$3,000 for the 17-18 fiscal year, and will require an increase in expenditures from the Asset Forfeiture Fund. Future vest purchases will be included in the annual operations budget for the Police Department, however, for the current year, we are requesting that the vests be paid for from the Asset Forfeiture Fund, revenues for which come from the forfeiture of assets seized in arrests and are allocated back to agencies based on the agencies participation in the particular investigation and arrest. There are specific items for which the funding can be used for, and safety and uniform equipment are qualifying items for expenditure from this fund.

Resolution 2017-36 is attached with all the above budget adjustments detailed by fund and account.

FISCAL IMPACT:

Total increase General Fund surplus for 17-18 of \$263.
Increase in expenditures in the General fund of \$2,000
Decrease in expenditures in the Overhead fund of \$2,000
Increase in expenditures in the Traffic Safety Fund of \$5,752
Increase in expenditures in the Asset Forfeiture Fund of \$3,000

ATTACHMENTS:

Resolution 2017-36

RESOLUTION 2017-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS AMENDING THE CITY OF WINTERS 2017-2018 ADOPTED OPERATING BUDGET

WHEREAS, On June 7, 2015 the City Council of the City of Winters adopted the operating budgets for Fiscal Year 2016-2017 and 2017-2018; and

WHEREAS, the results of operations of the 2016-2017 Fiscal Year are such that it impacts the projected operating budget of the 2017-2018 Fiscal year;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2017-2018 be amended as follows:

Section 1: Decrease budgeted revenues in the following funds and accounts:

- | | |
|--|-----------|
| a. 101-41408 Transient Occupancy Tax (TOT) | \$615,000 |
|--|-----------|

Section 2: Increase budgeted revenues in the following funds and accounts:

- | | |
|------------------------------|-----------|
| a. 102-46102 Building Permit | \$282,542 |
| b. 101-41101 Property Tax | \$ 84,000 |

Section 3: Decrease budgeted expenditures in the following funds and accounts:

- | | |
|--|-----------|
| a. 101-210 Police Department Salaries and Benefits | \$114,248 |
| b. 101-310 Fire Department Salaries and Benefits | \$134,473 |
| c. 651-52311-999 Maintenance Supplies | \$ 2,000 |

Section 4: Increase budgeted expenditures in the following funds and accounts:

- | | |
|---|----------|
| a. 101-53211-210 Police Department Maintenance Supplies | \$ 2,000 |
| b. 251-52913-210 Traffic Safety Minor Tools-Police | \$ 5,752 |
| c. 252-52915-210 Asset Forfeiture Safety Equipment-Police | \$ 3,000 |

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of August 2017 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Wade Cowan, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: August 1, 2017
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Draft Stormwater Management Plan

RECOMMENDATION: Staff recommends that City Council receive information provided the Draft Stormwater Management Plan, which will assist the City in developing a comprehensive Stormwater Management Program.

BACKGROUND: The City was awarded a grant from Water Resource Association of Yolo County (WRA) in 2015 in the amount of \$15,000. The goal of the grant was to assist the City in developing a comprehensive stormwater management plan in accordance with the municipal separate storm sewer system (MS4) requirements. The City is currently covered under a waiver form of NPDES General Permit and Waste Discharge Requirements for Storm Discharges for MS4, due mostly to its population being less than 10,000. However, staff has chosen to be proactive regarding stormwater best management practices(BMP). The efforts by City and Wallace Kuhl Associates staff are initial steps to implement these Stormwater BMP's and develop a stormwater management plan.

The main focus of the grant efforts was:

- To identify potential illicit stormwater discharge sources
- Develop and identify outreach and educational opportunities for residents, students and businesses.
- Review Draft Stormwater Management Discharge Control Municipal Code.

FISCAL IMPACT: GRANT FUNDS EXPENDED \$12,020

Attachments:

Stormwater Management Program Status Update

Agenda

City of Winters Stormwater Management Program Status Update

August 1, 2017 – City Council Meeting

1. Small MS4 Stormwater Permit Background
2. Work Completed by Wallace-Kuhl & Associates (Feb. – June, 2017)
 - City Businesses and Drainage Map
 - Research of Other City Programs and Online Information
 - Educational Resources Research
 - Draft Newsletter Creation
 - City Ordinance Review/Development
 - Stormwater Management Plan Outline
3. Next Steps

Table 1
List of City Businesses
City of Winters Storm Water Management Planning
WKA No. 11322.01P

	Address	Phone	Email	Contact
Abbey House Inn	101 Abbey St.	530-249-8177	jeannieberns@sbcglobal.net	John Siracusa
Adry's Fiesta Boutique	47 Main St.	530-795-2441	mariagutierrez@yahoo.com	Maria Gutierrez
Ample Electric (IGP)	1000 Railroad Ave,	530-795-9913		
Anytime Fitness	113 Main St.	530-795-4444		Reid
ARC Guitar	308 Railroad Ave.	530-795-1795	guitars@arcguitar.com	Al Calderone
ARCO AMPM	701 Matsumoto Ln.	530-795-3100	WintersGatewayinc@gmail.com	Dee Singh
Auto Masters	400 Railroad Ave.	530-795-4222		
Bella Boutique	10 Main St.	530-795-3149		Rebecca Rivas
Berryessa Gap Vineyards(IGP)	15 Main St.	530-795-3201	corrine@berryessagap.com	Corrine Martinez
Berryessa Sporting Goods	115 E. Grant Ave.	530-795-1278	tcmkt@gmail.com	
Biasi's Auto Repair (IGP)	2 Russell St.	530-795-2000	biasiautorepair@yahoo.com	Paul Biasi
Buckhorn Catering	111 Main St.	530-795-1722	events@buckhorncatering.com	
Buckhorn Steakhouse	10 Main St.	530-795-4503	sbecker@buckhornsteakhouse.com	
Burger King - Almison Restaurants	3537 Headwater Dr. Vallejo, CA	877-643-8007	kgrant@almisonrestaurants.com	Keita Grant
Chevron - Aasim Corp.	999 E. Grant Ave.	530-795-3271		Nazish A Hussain
Chuy's Taqueria	208 Railroad Ave.	530-795-9811		
City of Winters Corp Yard (IGP)	19 E. Baker St.			Carol
Cloth Carousel	9 Main St.	530-795-2580	adina@problemsolved.com	Adina
Custom Cleaners	184 E. Grant Ave.	530-795-1938	soonsun@sbcglobal.net	
Dollar General Store	176 E. Grant Ave.	707-693-4096		
Double M Trucking (IGP)	710 Dutton St.	530-795-4181		John Martin
Eagle Drug	101 Main St.	530-795-4123	jodie.eagledrug@gmail.com	Jodie & Zeb Becker
Edward Jones Investments	7 E. Main St.	530-795-3929	joe.trotter@edwardjones.com	Joe Trotter
El Pueblo Meat Market & Deli	43 Main St.	530-795-3450		Baldo Arce
Ficelle	5-C E. Main St.	530-795-9593	jkud@sbcglobal.net	Joanne Martin
First Northern Bank	48 Main St.	530-795-4501	Linda@thatsmybank.com	Linda Barbosa
Green Fields Realty	7 E. Main St. Suite D	707-761-3343	curtis@greenfieldsre.com	Curtis Stocking
Haywood Trucking (IGP)	1000 Railroad Ave, #B	530-681-8459		
Jo Bob's Automotive (IGP) ¹	4530 Putah Creek Rd.	530-795-5438		
Joey's Performance Marine (IGP)	1035 Railroad Ave.	530-795-9913		
Keller Williams Realty	18 Main St.	707-684-9351	jean@jeandleonardi.com	Jean Deleonardi
KO Construction (IGP) ¹	4530 Putah Creek Rd.			
Kountry Kitchen	11 Grant Ave.	530-795-2833		
La Bodega	34 E. Main St.			
La Mexicana Store	106 Main St.	530-795-0338		Baldo Arce

Table 1 (Continued)
List of City Businesses
City of Winters Storm Water Management Planning
WKA No. 11322.01P

Lester Farms Bakery	606 Railroad Ave.	530-795-1474	laura@lesterfarms.com	Laura M. Ireland
Main Street Cellars	9 E. Main St. Suite J	530-795-9000	mikeonmain@yahoo.com	
Mariani Nut Company (IGP)	709 Dutton St.	530-795-3311	martin@marianinut.com	Multiple locations: 15 E. Grant, 19 E. Grant, 1 E. Baker, 7, 8, & 13 Edwards, 7, 11, 12 & 13 E. Baker
Mazza Dental Care	604 Railroad Ave.	530-795-2222	info@mazzadentalcare.com	Daniel Mazza
Metro PCS Authorized Dealer	188 E. Grant Ave.	916-361-6100		
N&C Foliage	1029 Railroad Ave.	530-795-2498		
Napa/Pisani Auto Parts	5 Abbey St.	530-795-4100		
Ocean Chinese Restaurant	104 Main St.	530-795-4336	davidhoang1213@gmail.com	
Pacific Ave Hardware	35 Main St.	530-795-3368	gino@pacifichardware.com	Gino Mediatì
Patio 20 - Spirits Distillery (IGP)	723 Railroad Ave. (Hahn Feeny Bldg.)			
Pavestone Company (IGP)	27600 County Rd. 90	972-404-0700		James Mitchell
Peirce Heating & Air	27990 Matsumoto Ln. (or Co. Rd. 90)			
PG&E Training Facility	E. Grant Ave./Hwy 128 @ 505			
Pisani's Auto Repair	2 Grant Ave.	530-795-9966		Bob Pisani
Pizza Factory	108 Main St.	530-795-9500		Gabe Ibarra
Preserve	200 Railroad Ave.	530-795-9963		
Primo's Barbershop	7 Abbey St.			Nick
Putah Creek Café	1 Main St.	530-795-2682	pcc@buckhornsteakhouse.com	
R & V Screen Printing	106 Main St. Suite B	530-795-4931	rvy912@gmail.com	Erick Rodriguez
Railroad Express- Car Wash (IGP)	1 E Baker St.		martin@marianinut.com	Owned by Marianis
Realty World-Camelot Winters, Inc.	7 E. Main St. Suite C	530-795-4183	realtyworld95694@yahoo.com	Sandy Vickrey
Root Stock	22 Main St.	530-794-6008	lynda@rootstockgifts.com	Lynda Hinds
Round Table Pizza	196 E. Grant Ave.	530-795-1500		Josie
Smiles of Winters	111 E. Grant Ave.	530-795-4556		Dr. Ana Maria Antoniu
Smith Funeral Home	116 D St. Davis, CA	530-795-5600	vsmithfuneralhome@gmail.com	Vera Smith
Sonco Heating & Air ¹	4530 Putah Creek Rd.	530-795-0818		
Spin A Yarn & Brass Tacks	14 Main St.	530-794-6114	parriknits@gmail.com	Parri Shebley
Steady Eddy's Coffee House	5 E. Main St. Suite A	530-795-3588	coffeeshop@steady-eddys.com	Carla Wroten
Subway Winters LLC	180 E. Grant Ave.	530-795-9900		Gurpreet Athwal

Table 1 (Continued)
 List of City Businesses
 City of Winters Storm Water Management Planning
 WKA No. 11322.01P

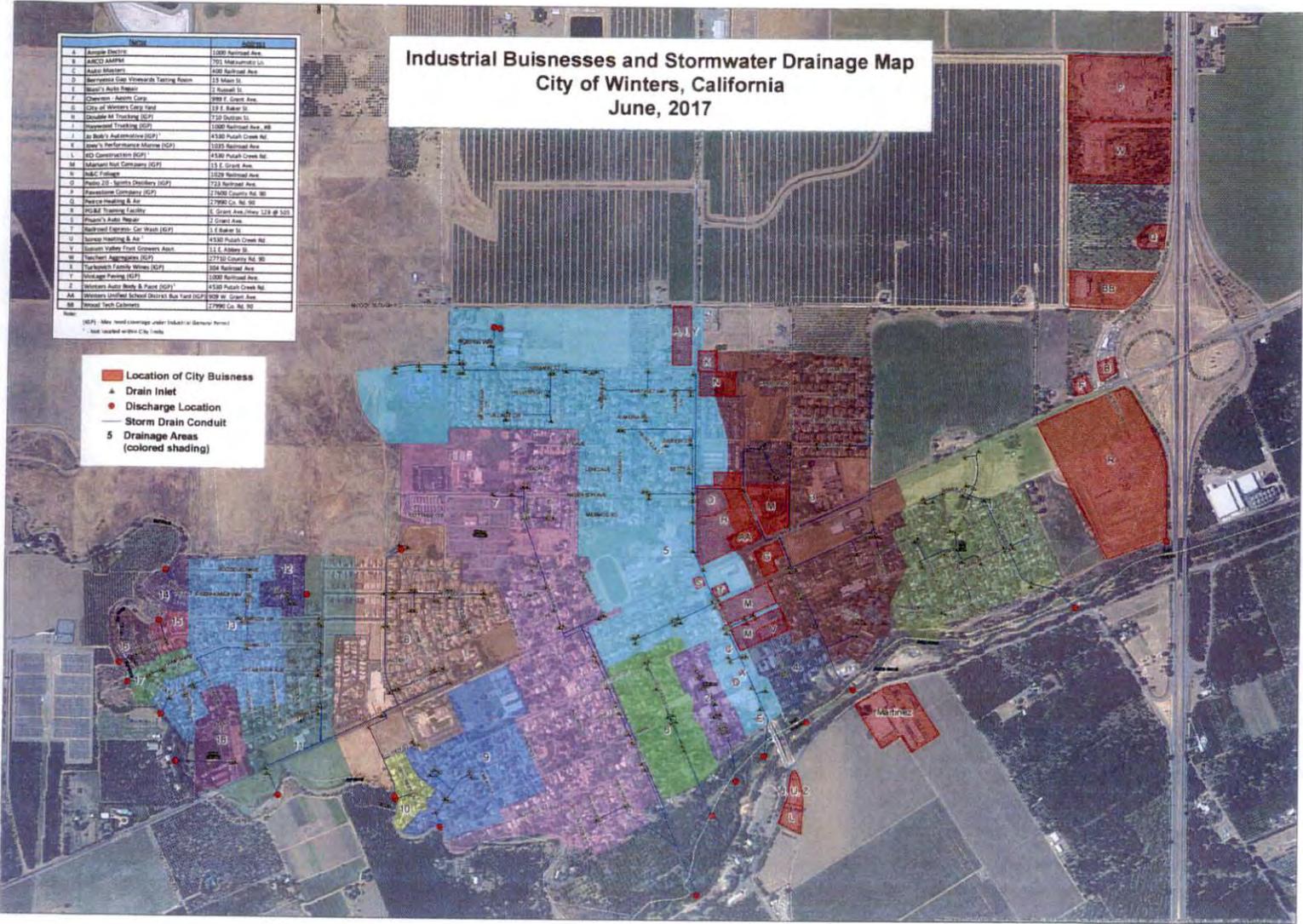
Susuin Valley Fruit Growers Assn.	11 E. Abbey St.	530-795-4711		
Taco Bell	703 Matsumoto Ln.	925-425-7914	sunny@ghaimanagement.com	Charan Jit Ghai
Teichert Aggregates (IGP)	27710 County Rd. 90	530-795-3930		
The Clayground	7 E. Main St.	530-902-0863	rebecca@clayground.biz	Rebecca Bresnick-Holmes
The Scoop Frozen Yogurt Shop	11 Main St.	530-212-5038		
The Tree House Children's Center	418 Haven St.	530-795-0123	janet@thetreehouse.com	Janet Andersen
Tienda Delicious	44 Main St.	530-795-2680		
Tomat's Restaurant	1123 W. Grant Ave.	530-795-3404	tomats262@yahoo.com	Tony & Susan Delao
Town & Country Market	121 E. Grant Ave.	530-795-3214	lorenzodave@sbcglobal.net	Dave Lorenzo
Turkovich Family Wines (IGP)	304 Railroad Ave.	530-795-3842	tracy@turkovichwines.com	Tracy
US Postal Service	510 Railroad Ave.	530-795-3838		Trameca Johnson
Velo City Bicycle Center	41 Main St.	530-795-3454	info@velocitybicycles.com	
Vintage Paving (IGP)	Storage at 1000 Railroad Ave.	530-795-0310	office at 119 Main St.	
Winters Auto Body & Paint (IGP) ¹	4530 Putah Creek Rd.	530-795-8051		
Winters Country Market	3 Grant Ave.	530-795-2886		
Winters Express	312 Railroad Ave.	530-795-4551	charley@wintersexpress.com	Charley Wallace or Debra
Winters Eyecare	101 E. Grant Ave.	530-795-2551	office@winterseyecare.com	
Winters Healthcare	PO Box 674	530-795-5200	kkoop@wintershealth.org	Karyn Koop
Winters Mini Storage	700 Valley Oak Dr.	530-795-3300		Jack Huie
Winters Parent Nursery School	208 Fourth St.	530-795-4659	kibneil@yahoo.com	
Winters Printing Company	312 Railroad Ave.	530-795-4551	charley@wintersexpress.com	Charley Wallace
Winters Self Storage	807 Railroad Ave.	530-795-2270	simmonsre@sbcglobal.net	John Simmons
Winters True Value	500 Railroad Ave.	530-795-4983		John Rodriguez
Winters Unified School District (IGP)	1 E. Grant Ave.	530-795-6100	rowens@wintersiusd.org	Roy Owens - Facilities Supervisor
Wood Tech Cabinets	27990 Matsumoto Ln. (or Co. Rd. 90)			

Note:
 Businesses highlighted in blue are presented in the Figure
 (IGP) - May need coverage under Industrial General Permit
¹ - Not located within City limits

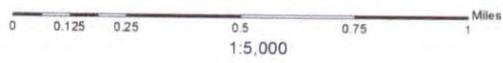
Industrial Businesses and Stormwater Drainage Map City of Winters, California June, 2017

ID	Name	Address
A	Amelia Electric	1600 Railroad Ave.
B	ARCIS AMERICA	755 Midwayville Dr.
C	Auto Masters	6400 Railroad Ave.
D	Berrington Oak Vineyards Tasting Room	25 Main St.
E	Boggs Auto Repair	12 Summit St.
F	Chemson / Astoria Corp.	8889 E. Grant Ave.
G	City of Winters City Hall	139 E. Baker St.
H	Coastal Air Trucking (IGP)	7720 Dayton St.
I	Hayward Trucking (IGP)	1000 Railroad Ave. #B
J	Jo Beth's Automotive (IGP)	4540 Pulaski Creek Rd.
K	Jones's Performance Motors (IGP)	1025 Railroad Ave.
L	KD Construction (IGP)	4540 Pulaski Creek Rd.
M	Marham Nut Company (IGP)	13 E. Grant Ave.
N	Maple Farms	1025 Railroad Ave.
O	Proton 20 - Smith's Distillery (IGP)	723 Railroad Ave.
P	Passionate Company (IGP)	2700 County Rd. #B
Q	Protein Products & Co.	2700 Co. Rd. #B
R	Pro-Mat Trucking Facility	15 Grant Ave. (Inter 128 @ 303)
S	Pharm's Auto Repair	22 Grant Ave.
T	Portland Fabricator Co. Wash (IGP)	1 E. Baker St.
U	Sumner Heating & Air	4540 Pulaski Creek Rd.
V	Sumner Valley Fruit Growers Assn.	11 E. Ashby St.
W	Sumner Aggregates (IGP)	2770 County Rd. #B
X	Tarkenton's Family Values (IGP)	504 Railroad Ave.
Y	Widage Paving (IGP)	1000 Railroad Ave.
Z	Winters Auto Body & Paint (IGP)	4540 Pulaski Creek Rd.
AA	Winters Unified School District Bus Yard (IGP)	209 W. Grant Ave.
BB	Winters Tech Cabinets	1790 Co. Rd. #B

- Location of City Business
- Drain Inlet
- Discharge Location
- Storm Drain Conduit
- Drainage Areas (colored shading)



Coordinate System: WGS 1984 Web Mercator Auxiliary Sphere
 Projection: Mercator Auxiliary Sphere
 Datum: WGS 1984



**City of Winters Stormwater Management Program
Links for MS4 Stormwater Information
6/20/17**

UC Davis Water Quality Program

<http://safetyservices.ucdavis.edu/article/water-quality-program>

Stormwater Management Plan – City of Davis

<http://cityofdavis.org/home/showdocument?id=1597>

Davis - Development Application Submittal Requirements for Stormwater Quality

<http://cityofdavis.org/home/showdocument?id=5536>

Davis - STORMWATER POLLUTION PREVENTION TIPS

<http://cityofdavis.org/city-hall/public-works/stormwater/residential/residential-educational-resources/stormwater-pollution-prevention-tips>

Davis - PUBLIC EDUCATION INFORMATIONAL BROCHURES

<http://cityofdavis.org/city-hall/public-works/stormwater/public-education-and-outreach/public-education-informational-brochures>

Davis – Stormwater Information Page

<http://cityofdavis.org/city-hall/public-works/stormwater>

CREEKMAN! (Ecologist) – No Video

<http://www.creekman.com/documents.html>

This Company handles outreach

<http://www.azstorm.org/permits/ms4-programs>

Possible Education Partner

<http://landbasedlearning.org/slews>

**City of Winters Stormwater Management Program
Educational Information Links**

6/20/17

Zun Zun Tunes – Zun Zun is a performing arts group offering a unique blend of humor, movement, and song, as they celebrate the environments and cultures of the Americas through music.

- Main Website - <http://zunzuntunes.com/>
- Presentations - <http://zunzuntunes.com/presentations.php>
- Videos - <http://zunzuntunes.com/videos.php>

Putah Creek Council - Putah Creek Council protects and enhances Putah Creek, its watershed and tributaries through advocacy, education, and community-based stewardship.

- Main Website - <https://www.putahcreekcouncil.org/>
- Educational Opportunities - <https://www.putahcreekcouncil.org/list-projects/Education>
- Contact Information - <https://www.putahcreekcouncil.org/>

Creekman - The media outlet for Wildlife Survey & Photo Service. Work is primarily a multimedia production company using professional photography, video, art and related output for education, documentation, and Public Relations.

- Main Website - <http://www.creekman.com/>
- Documents - <http://www.creekman.com/documents.html>

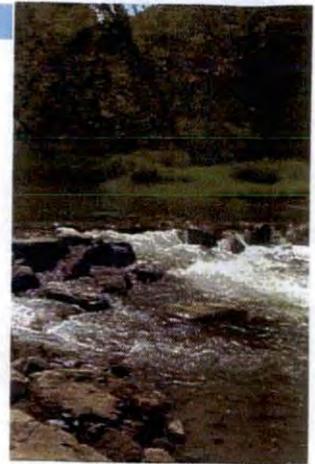
CITY OF WINTERS STORMWATER MANAGEMENT PROGRAM

2017 Newsletter



OUR CITY OUR WATER

Many of our daily activities have the potential to cause stormwater pollution. Key activities, their associated pollutants and remedies to prevent pollution include:



- Automotive care – driveway activities such as changing the oil and car washing can be a source of oil and grease and phosphates.
- Household care – paint rinse water, common household chemicals, and draining pool water can be a source of toxic chemicals and chlorine.
- Lawn and garden care – over watering and over fertilizing and use of pesticides can be a source of excess nutrients and toxic chemicals.
- Green wastes - can be a source of bacteria, excess nutrients and excessive dissolved oxygen demand becoming potentially hazardous to existing wildlife.
- Animal care – pet waste can be a source of bacteria in water also becoming potentially hazardous to existing wildlife.
- Trash disposal – improper disposal of yard waste and hazardous materials (such as batteries) can deplete waterbodies of dissolved oxygen and be a source of toxic chemicals.

Did you know...

Construction activities (clearing, grading, etc.) that disturb one acre or more of land require coverage under the State's Construction General Permit. Contractors are required to prepare a Stormwater Pollution Prevention Plan (SWPPP), prepared by a Qualified SWPPP Developer. City staff can assist contractors with determining requirements.



TALKING TRASH

The State and City have identified trash as a major pollutant of concern. Where possible, limit the use of non-recyclable products such as plastics. Plastics do not biodegrade. They bond with toxic chemicals already existing in the environment. Plastics facilitate toxic chemicals entering the food chain. These chemicals can increase in concentration up the food chain.

REACHING OUT

City staff seek opportunities to incorporate environmental messages into everyday business. This includes labeling storm drain inlets, battery recycling at City Hall, oil recycling program, and addition of green waste containers.

HOW CAN YOU HELP? Tell us your ideas to promote environmental awareness to City staff, businesses, and visitors. Call or email Carol Scianna at carol.scianna@cityofwinters.org, (916) 794-6715.

Thank You...
...for not
littering

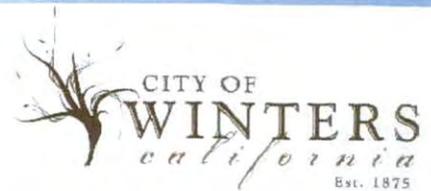


Welcome to the first newsletter for the future Winters Municipal Stormwater Program! In preparation for future requirements of the State Water Resources Control Board (State), the City's Municipal Stormwater Program is now in the planning stages. The City has developed a Storm Water Ordinance, which will go into effect in the future. The Environmental Staff will implement the program, and rely upon other City departments and businesses for assistance. The purpose of this letter is to share information about progress to date, provide contact information, and seek continual cooperation as we work towards creating a cleaner City of Winters!

*- John W. Donlevy, Jr.
City Manager*

CITY OF WINTERS STORMWATER MANAGEMENT PROGRAM

2017 Newsletter



THE INDUSTRIAL SIDE

Currently, several businesses within the City are required to implement the Industrial General Permit, and are required to have a storm water pollution prevention plan (SWPPP). The results of storm water sampling are reported to the State web-site. Facilities are required to conduct inspections, implement best management practices, attend internal training, and certify compliance each year.

City staff may visit City industrial businesses in order to encourage implementation of good housekeeping practices to minimize pollutants in stormwater runoff from facilities that may pose a water quality threat. For assistance with implementation of this program, call or email Carol Scianna at carol.scianna@cityofwinters.org. (916) 794-6715

WAR AGAINST CIGARETTE BUTTS: Did you know that 100,000,000,000 cigarette butts (yes... 100 BILLION!) wind up in the environment each year in the U.S.?



TRASH AWAY: The State's new trash policy will require municipalities to install full trash capture devices in the future for storm drains in priority land use areas or implement a combination of structural and institutional controls with equivalent effectiveness. The goal is to address trash in water bodies that adversely affects beneficial uses or causes nuisance.

LOW IMPACT DEVELOPMENT - HOW LID CAN PROTECT OUR COMMUNITY'S RESOURCES?

What Is Low Impact Development (LID)?

LID includes a variety of practices that mimic or preserve natural drainage processes to manage stormwater. LID practices typically retain rain water and encourage it to soak into the ground rather than allowing it to run off into ditches and storm drains where it would otherwise contribute to flooding and pollution problems. These practices are currently being implemented in the planning process for new City projects.



Source: www.epa.gov/nps/lid

Why Should Our Community Adopt LID?

As a community grows, so does the amount of surface area covered by parking lots, roads and rooftops. Rainfall cannot soak through these hard surfaces; instead the rain water flows quickly across them—picking up pollutants along the way—and enters ditches or storm drains, which usually empty directly and without treatment into local streams. LID practices such as natural or man-made swales, depressions and vegetated areas capture and retain water onsite, allowing time for water to soak into the soil where it is naturally filtered.



Stormwater Management and Discharge Control Code Winters, California (Draft – July 2017)

Purpose and Intent:

The purpose and intent of this chapter is to ensure the health, safety, and general welfare of the citizens of the City of Winters, and to protect and enhance the water quality of watercourses and water bodies in a manner pursuant to and consistent with the Federal Clean Water Act and the Porter Cologne Act by reducing pollutants in storm water discharges to the maximum extent practicable and by prohibiting non-storm water discharges to the storm drain system.

*Although the City of Winters has not reached the population requirements of the State of California Phase II Small Municipal Separate Storm Sewer System General Permit (Phase II Stormwater Permit), the City wants to be proactive regarding their stormwater management program.

Phase II Stormwater Permit:

The Phase II Stormwater Permit (Permit) regulates discharges from small municipal separate storm sewer systems (MS4s), such as the City of Winters, and requires Permittees to implement a stormwater management program. The Permit also requires each permittee to “review and revise relevant ordinances or other regulatory mechanisms, or to adopt any new ordinances or other regulatory mechanisms, to obtain adequate legal authority, to the extent allowable under state or local law, to control pollutant discharges into and from its MS4, and to meet the requirements of [the Phase II Stormwater Permit].”

Definitions:

Best Management Practices (BMPs)—means activities, practices, and procedure to prevent or reduce the discharge of pollutants directly or indirectly to the municipal storm drain system and waters of the United States. Best management practices include but are not limited to: treatment facilities to remove pollutants from storm water; operating and maintenance procedures; facility drainage from materials storage; erosion and sediment control practices; and the prohibition of specific activities, practices, and procedures and such other provisions as the City determines appropriate for the control of pollutants.

City— means the City of Winters.

Clean Water Act—means the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended.

Construction activity—means private and public construction projects resulting in land disturbance. Such activities include, but are not limited to, clearing and grubbing, paving, grading, disturbances to ground such as stockpiling, excavating and demolition.

Construction projects disturbing more than one acre of land are subject to compliance with the SWRCB issued NPDES General Permit No. CAS000002 establishing Waste Discharge Requirements ("WDRs") for discharge of storm water runoff associated with construction activity, as amended from time to time.

Development— means any material, including any substance, waste, or combination thereof, which because of its quantity, concentration, or any physical, chemical, or infectious characteristics may cause, or significantly contribute to, a substantial present or potential hazard to human health, safety, property, or the environment when improperly treated, stored, transported, disposed of, or otherwise managed.

Director—public works director or designee

Discharge— means any release, spills, leak, pump, flow, escape, leaching (including subsurface migration to groundwater), dumping, or disposal of any gaseous, liquid, semi-solid, or solid substance to the storm drain system.

Erosion— means the physical detachment of soil due to wind or water. Often the detached fine soil fraction becomes a pollutant transported in storm water runoff.

Hazardous materials— means any material, including any substance, waste or combination thereof, which because of its quantity, concentration, or a physical, chemical or potential hazard to human health, safety, property or the environment when improperly treated, stored, transported, disposed of or otherwise managed (California Health and Safety Code Section 25117).

Illicit connection—means any physical connection to the storm water conveyance system which is not expressly authorized by the City after the effective date of the ordinance codified in this chapter.

Illicit discharge—means any non-permitted or nonexempt discharge to the stormwater conveyance system that violates this chapter or is prohibited under federal, state, or local statutes, ordinances, codes, or regulations, or which degrades the quality of receiving waters. The term illicit discharge includes all non-stormwater discharges not composed entirely of stormwater, and discharges that are discussed and identified under *prohibited discharges*. The term does not include discharges that are regulated by an NPDES permit (other than the NPDES permit for discharges from the MS4).

Industrial discharge—means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant, which is subject to a NPDES General Permit for Stormwater Discharge Associated with Industrial Activities (NPDES General Permit No. CAS000001).

Low Impact Development (LID)— means a sustainable practice that benefits water supply and contributes to water quality protection. LID uses site design and stormwater management to maintain the site's pre-development runoff rates and volumes. The goal of LID is to mimic a site's predevelopment hydrology by using design techniques that infiltrate, filter, store, evaporate, and detain runoff close to the source of rainfall.

National Pollutant Discharge Elimination System (NPDES) Permit— means a general, group and individual National Pollutant Discharge Elimination System permit issued by the United States Environmental Protection Agency, the State Water Resources Control Board (SWRCB), or a California Regional Water Quality Control Board pursuant to the Clean Water Act that authorizes discharges to waters of the United States. The California Regional Water general stormwater discharge permits, including but not limited to, the general construction activity and general industrial activity permits.

Municipal Separate Storm Sewer System (MS4)— means a conveyance or system of conveyances that is: 1) owned by a state, city, town, village, or other public entity that discharges to waters of the United States; 2) designed or used to collect or convey storm water (including storm drains, pipes, ditches, etc.); 3) not a combined sewer; and 4) not part of a Publicly Owned Treatment Works or sewage treatment plant.

Pollution— means the human-made or human-induced alteration of the quality of waters by waste to a degree, which unreasonably affects, or has the potential to unreasonably affect, either the waters for beneficial uses or the facilities, which serve these beneficial uses.

Pollutant— means anything, which causes or contributes to pollution. Pollutants may include, but are not limited to: dredged soil; incinerator residue; filter backwash; biological materials; munitions; chemical wastes; radioactive materials; dumped yard wastes; rock, sand and cellar dirt; industrial, municipal and agricultural waste discharged into water; sediment; commercial and household carpet washing waste water; paints, varnishes and solvents; oil and other automotive fluids; nonhazardous liquid and soil wastes; refuse, rubbish, garbage, litter or other wrecked or discarded or abandoned equipment, objects, articles and accumulations so that same may cause or contribute to pollution; floatables; pesticides, herbicides and fertilizers.; hazardous substances and wastes; sewage, sewage sludge, fecal coliform and pathogens; dissolved and particulate metals; animal wastes and manure; wastes and residues that result from constructing a building or structure (including, but not limited to sediments, slurries and concrete reinstates); and noxious or offensive matter of any kind.

Porter-Cologne Act— means the Porter-Cologne Water Quality Act and as amended (California Water Code Section 13000 et seq.)

Storm Drain System— means publicly-owned stormwater drainage conveyance facilities operated by the City or privately-owned stormwater drainage conveyance facilities

operated by private entities by which stormwater is collected and/or conveyed to waters of the United States, including, but not limited to, any roads with drainage systems, municipal streets, catch basins, gutters, curbs, ditches, natural and human-made or altered drainage channels and reservoirs, which are not part of a publicly owned treatment works (POTW) as defined at 40 CFR 122.2.

Stormwater— or “storm runoff” means any surface runoff, stormwater runoff, snowmelt runoff and drainage consisting entirely of water from rainstorm events.

Stormwater control measures—means permanent post-construction site design control measures, source control measures, and treatment control measures as defined in the state’s *Phase II Small Municipal Separate Storm Sewer System (MS4) General Permit*, as amended over time.

Urban runoff— means stormwater runoff from an urbanized area, including streets and adjacent domestic commercial properties that carry pollutants of various types into the storm drain system and watercourses.

Wastewater—means spent or used water that contains waste products, discharged from homes, commercial establishments, farms, or industries.

Watercourse—means a channel or depression in which a flow of water occurs, continuously or intermittently.

Waters of the United States—is defined in accordance with the Code of Federal Regulations, 40 CFR 230.3(s), as amended over time.

Applicability:

The provisions of this chapter shall be applicable to all the dischargers and potential dischargers located within the incorporated area of the City and all dischargers located outside the City limits that discharge either directly or indirectly into the City stormwater conveyance system.

Responsibility for Administration:

The Public Works department or designee of the City shall administer, implement, and enforce the provisions of this chapter. Any powers granted or duties imposed upon the Public Works Department may be delegated in writing by the Public Works Director to persons or entities acting in the beneficial interest of or in the employ of the City.

Ultimate responsibility of discharger—No City liability:

The standards set forth herein and promulgated pursuant to this chapter are minimal standards. This chapter does not either intend or imply that compliance by any person will ensure that there will be no contamination, pollution, nor unauthorized discharge of pollutants into waters of the U.S. caused by said person. This chapter shall not

be construed so as to create liability on the part of the City, or any officer employee, board, commission or authority of the City, for any damages that result from any discharger's reliance on this chapter or any administrative decision made thereunder.

Discharge Prohibitions:

Prohibited Discharges:

No person shall discharge or cause to be discharged into the storm drain system or watercourses any materials, including, but not limited to, pollutants or waters containing any pollutants other than stormwater. The commencement, conduct or continuance of any illicit discharge to the storm drain system is prohibited.

The prohibition shall not apply to any non-stormwater discharge permitted under an NPDES permit, waiver, or waste discharge order issued to the discharger and administered by the State of California under the authority of the United States Environmental Protection Agency, provided that the discharger is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations, and provided that written approval has been granted by the City for any discharge to the storm drain system.

Exemptions to discharge prohibition:

- A. Discharges from the following activities will not be considered a source of pollutants to the storm drain system and to waters of the U.S., provided any pollutant discharges are identified and appropriate control measures to minimize the impacts of such discharges are developed and implemented, and, therefore, they shall not be considered illegal or prohibited discharges unless determined to cause a violation of the provisions of the Porter-Cologne Act, Clean Water Act or this chapter.
1. Water line flushing;
 2. Individual residential car washing;
 3. Diverted stream flows;
 4. Rising groundwater;
 5. Uncontaminated ground water infiltration (as defined at 40 C.F.R §35.2005(20)) to separate storm sewers;
 6. Uncontaminated pumped groundwater;
 7. Discharges from potable water sources;
 8. Foundation drains;
 9. Air conditioning condensation;
 10. Springs;
 11. Water from crawl space pumps;
 12. Footing drains;
 13. Flows from riparian habitats and wetlands;
 14. Dechlorinated swimming pool discharges; and
 15. Incidental irrigation runoff from landscaped areas provided the conditions in item C of this section are met.

- B. Discharges or flows from fire-fighting activities are excluded from the effective prohibition against significant sources of pollutants to waters of the United States.
- C. Irrigation systems must be designed to conserve significant sources of pollutants to waters of the United States.
 - 1. Detecting and correcting leaks from the irrigation system within 72 hours of discovering a leak;
 - 2. Properly designing and aiming sprinkler heads to only irrigate the planned application area;
 - 3. Not irrigating during precipitation events; and
 - 4. Where recycled water is used for irrigation, designing and managing holding ponds to such that no discharge occurs unless it is the result of the 25 year-24 hour storm event. Any releases from holding ponds must be reported to the Regional Board and the City within 24 hours of the discharge.
- D. With written concurrence of the Regional Board, the City may exempt in writing other non-stormwater discharges which are not a source of pollutants to the storm drain system or waters if the U.S.

Prohibition of illicit discharges and illicit connections:

- A. The construction, use, maintenance or continued existence of illicit connections to the City storm drain system and/or the commencement or continuance of illicit discharges to the City storm drain system is prohibited.
- B. Upon the effective date of the ordinance codified in this chapter, any person who maintains, uses or causes maintenance or use of an illicit connection shall have thirty days from the effective date of the ordinance codified in this chapter to disconnect and discontinue such use of such connection.
- C. Any person responsible for a discharge, spill, or pollutant release shall promptly cease and desist discharging and/or clean up and abate such a discharge as directed by the authorized enforcement official.
- D. The City may perform clean-up and abatement work and recover its costs from the responsible person.

Waste disposal prohibition (Dumping/littering):

Except for pollutants lawfully disposed of by way of containers or at a licensed dumping ground, no person shall throw, deposit, leave, maintain, keep or permit to be thrown, deposited, placed, left or maintained, in or upon any public or private lot of land or other premises in the City, driveway, parking area, street, alley, sidewalk, business place, component of the storm drain system or waters of the U.S., any refuse, rubbish, garbage, litter or private lot of land or other premises in the abandoned objects, articles and accumulations, so that the same might be or become a pollutant discharged to water or may cause or contribute to pollution. Wastes deposited in streets in proper waste receptacles and yard waste deposited in the street in accordance with local regulations for the purposes of collection are exempted from this prohibition.

The occupant or tenant, or in the absence of occupant or tenant, the owner, lessee or proprietor of any premises in the City in front of which there is a paved sidewalk shall

maintain said sidewalk free of dirt or litter to the maximum extent practicable. Sweepings from said sidewalk shall not be swept or otherwise made or allowed to go into the gutter or roadway.

NPDES stormwater discharge general permits:

Any person conducting an industrial or construction activity, or other discharger, described in any general stormwater permit addressing such discharges, as may be adopted by the United States Environmental Protection Agency, SWRCB, or the Regional Water Quality Control Board, shall provide permit registration documents, comply with, and undertake all other activities required by any general stormwater permit applicable to such discharges.

Proof of compliance with said industrial or construction stormwater general permit will be submitted to the Public Works Department within thirty days of request by the Public Works Department. Proof of compliance with the said construction permit shall be submitted to the Public Works Department prior to ground disturbance. Proof of compliance with said construction or industrial permit shall include a copy of the notice of intent ("NOI") submitted to the SWRCB, stormwater pollution prevention plan ("SWPPP") for said activity, and waste discharge identification number provided by the SWRCB upon their receipt of complete permit registration documents (PRDs).

Regulation Requirements:

Requirement to prevent, control and reduce stormwater pollutants:

- A. Any person engaged in activities, which will or may result in pollutants entering the City storm drain system shall undertake all practicable measures to cease such activities, and/or eliminate or reduce such pollutants. Such activities shall include, but not be limited to ownership and use of parking lots, gasoline stations, industrial facilities, commercial facilities, ground disturbing activities, and stores fronting City streets.
- B. Authorization to Require Best Management Practices. The City may require the implementation of BMPs for any activity, operation or facility that may cause or contribute to pollution or contamination of stormwater, the storm drain system or waters of the U.S. where agency for any activity, operation or facility which would otherwise cause the discharge of pollutants to the storm drain system or water of the U.S., every person undertaking such activity or operation, or owning or operating such facility shall comply with such requirements.

Requirement to eliminate illicit discharges:

The Public Works Department may by written notice require that a person responsible for an illegal discharge immediately, or by a specific date, discontinue the discharge and, if necessary, take measures to eliminate the source of the discharge to prevent the occurrence of future illegal discharges.

Notification of spills:

Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into storm water, the storm drain system, or waters of the U.S. from said facility, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of a hazardous material said person shall immediately notify emergency response officials of the occurrence via emergency dispatch services (911). In the event of a release of nonhazardous materials, said person shall notify City's Public Works Department in person or by phone, email, or facsimile no later than 5:00 p.m. of the next business day. Notifications in person or by phone shall be confirmed by written notice addressed and mailed to the City's Public Works Department, Attention: Director of Public Works, within three (3) business days of the phone notice. If the discharge of prohibited materials emanates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its recurrence. Such records shall be retained for at least three (3) years.

Stormwater requirements and regulations:Construction activities subject to State of California NPDES General Permit for Stormwater Discharges Associated with Construction Activity:

Each discharger associated with construction activity, as described in the NPDES General Permit for Stormwater Discharges Associated with Construction Activity (NPDES General Permit No. CAS000002) shall submit a NOI and comply with the general permit.

Industrial activities subject to State of California NPDES General Permit for Stormwater Discharges Associated with Industrial Activity:

Each industrial discharger, as described in the NPDES General Permit for Stormwater Discharges Associated with Industrial Activities (NPDES General Permit No. CAS000001) shall submit a NOI and comply with the general permit.

New development and significant redevelopment projects subject to State of California NPDES Phase II Small Municipal Separate Storm Sewer System General Permit:

All discretionary development and redevelopment projects that are classified as either categorical redevelopment and/or categorical development projects are subject to the standards as described in the NPDES General Permit for Phase II Small Municipal Separate Storm Sewer System (NPDES General Permit No. CAS000004).

Standards for all new residential and nonresidential development:

- A. Those persons responsible for residential, nonresidential, and public project development within the City shall reduce the pollutants discharged from property to the MEP, unless discharges are otherwise exempted as provided in Section 30.02.020, and/or if the City determines that the discharge will not cause

adverse effects to the storm drain system operation and/or to the waters of the state or of the United States.

- B. Drainage of stormwater runoff from all residential, nonresidential, and public project development shall be collected and conveyed by the storm drain.

City approval of stormwater control measures:

No building permit shall be issued by the City unless the design of the required stormwater control measures has been reviewed and approved by the City. No final certificate of occupancy shall be issued by the City until the installation of such stormwater control measures has been completed in substantial conformance with the approved design as determined by the director or designee. Stormwater control measures shall be designed and installed in accordance with Section 30.03.030.

Waiver from requirements:

With respect to categorical development projects, the requirements of *new development and significant redevelopment projects subject to State of California NPDES Phase II Small Municipal Separate Storm Sewer System General Permit*, may be waived by the director in accordance with the waiver process as described in the state's Phase II Small MS4 General Permit (NPDES General Permit No. CAS000004).

Authority to Inspect:

- A. Whenever necessary to make an inspection to enforce any provision of this chapter, or whenever the City manager, or representatives if the City manager, has cause to believe that there exists, or potentially exists, in or upon any premises any condition which constitutes a violation of this chapter, the City manager may enter and inspect such premises (including, but not limited to, facilities, equipment, practices, or operations that may be situated outside the premises or at field sites) at all reasonable times to inspect and copy records related to stormwater compliance and to inspect the same for any or all the following situations, as determined by the authorized enforcement official:
1. Routine inspections to ensure implementation of BMPs and other requirements of this chapter;
 2. Active or potential stormwater discharges;
 3. Whenever there is reasonable cause to believe that there exists any condition which constitutes a violation of the provisions of this chapter or the Phase II Stormwater Permit;
 4. Actual violations of this chapter or the Phase II Stormwater Permit;
 5. Whenever necessary to enforce any of the provisions of this chapter or the Phase II Stormwater Permit; or
 6. To perform any duty imposed upon the official by this chapter.

Violations, enforcement, and penalties:

Violations:

Any action or inaction that violates any provision of this chapter may be subject to the enforcement actions set forth in this article. Any such action or inaction is deemed to be a public nuisance and may be abated by injunctive or other equitable relief. The imposition of any of the penalties set forth below shall not prevent such equitable relief.

Notice of violation:

- A. Whenever the City finds that a person has violated a provision of this chapter or has failed to meet a requirement of this chapter, the City may order compliance by written notice of violation to the responsible person. Such notice may require, without limitation, all or some of the following measures:
1. Performance of monitoring, analysis and reporting;
 2. Proof of the elimination of illicit connections or discharges;
 3. Termination of violating discharges, practices or operations;
 4. Abatement or remediation of stormwater pollution or contamination hazards and the restoration of any affected property;
 5. Payment of a fine to cover administrative and remediation costs, if any, borne by the City;
 6. Implementation or maintenance of source control or treatment control measures; and/or
 7. A plan to eliminate illicit discharges, which could include a meeting with staff to discuss proposed plan.
- B. If abatement of a violation and/or restoration of affected property is required, the notice of violation shall set forth a deadline by which such remediation or restoration must be completed. The notice shall further advise that, should the violator fail to comply by the established deadline, the work may be performed by the City, or by a contractor designated by the City, and the costs for such work shall be charged to the property owner. If the property owner fails to reimburse the City, a lien upon and against the property may be imposed and shall remain in force until the amount is paid. Said lien shall be imposed and collected in accordance with the applicable provisions of state law and of this code.

Penalties:

In the event the remedial measures described in the notice of violation have not been completed by the date set forth for such completion, any one or more of the following actions or penalties may be taken or assessed against the person to whom the notice of violation was directed.

- A. Stop work order. The City may issue a stop work order, which shall be served on the property owner or other responsible person. The stop work order shall remain in effect until the property owner or other responsible person has implemented the remedial measures set forth in the notice of violation or has otherwise cured the violation or violations described therein, provided the stop work order may be

- withdrawn or modified to enable the property owner or other responsible person to implement the necessary remedial measures to cure the violation or violations.
- B. Withhold certificate of occupancy. The City may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site until the property owner or other responsible person has implemented the remedial measures set forth in the notice of violation or has otherwise resolved the violations described therein.
- C. Suspension, revocation or modification of permit. The City may suspend, revoke or modify permits issued by the City. A suspended, revoked or modified permit may be reinstated after the property owner or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise resolved the violations described therein, provided such permit may be reinstated upon such conditions as the City may deem necessary to enable the property owner or other responsible person to take the necessary remedial measures to cure such violations.
- D. Civil penalties. In the event the property owner or other responsible person fails to take the remedial measures set forth in the notice of violation, the City may impose a penalty not to exceed five thousand dollars (depending on the severity of the violation) for each violation for each day the violation(s) continue(s). Civil penalties may be imposed either on a daily basis or on a per gallon basis, but not both, for any discharge of non-stormwater to storm drains that violates any provision of this chapter. Civil penalties imposed on a daily basis shall not exceed five thousand dollars for each day or portion of a day that the discharge occurs, and civil penalties imposed on a per gallon basis shall not exceed ten dollars for each gallon of discharge. The total civil penalty imposed shall be determined by taking into consideration some or all of the following factors: the nature, circumstances, extent, and gravity of the discharge; whether the discharge is susceptible to cleanup or abatement; the degree of toxicity of the discharge, and, with respect to the violator, the ability to pay; the effect on the violator's ability to remain in business; any voluntary cleanup efforts undertaken; any prior history of violations; the degree of culpability; the economic benefit or savings, if any, resulting from the violation; and such other matters as justice may require.
- E. Criminal penalties. Any person who knowingly or willfully violates any provision of this chapter, or the orders, rules, regulations and permits issued hereunder, shall be guilty of a misdemeanor, punishable by a fine of not more than one thousand dollars or by six months imprisonment, or both. Each act of violation and each day on which a violation occurs or continues shall constitute a separate offense.

Appeals:

- A. Any person aggrieved by an action or decision of the director may file a written notice of appeal with the City manager within ten calendar days from the date of the action or decision. If an appeal is not filed within that time, the determination of the director shall be final. The written notice of appeal shall set forth in detail all the facts supporting the appellant's request. The written notice of appeal shall be accompanied by the applicable fee to cover the costs of the appeal.

- B. The City manager shall within fifteen days of receiving the written notice of appeal designate an impartial hearing officer to hear the appeal and mail written notice to the appellant of the hearing date, time, and place at least ten business days before the hearing. The hearing date shall not be more than thirty days from the mailing of such notice to the appellant. Employees of the City shall not be eligible to serve as the hearing officer. A notice of the time and place for the hearing shall be published in a newspaper of general circulation in the City.
- C. If the appellant wishes to have the hearing transcribed, the appellant may request that a court reporter be present at the hearing. The appellant shall bear all costs and expenses of the transcription.
- D. At the hearing, the appellant shall have the opportunity to present information supporting his or her position with respect to the director's action or decision. After the conclusion of the hearing, the hearing officer shall submit a written report to the City manager setting forth a brief statement of facts found to be true, a determination of the issues presented, conclusions, and a recommendation whether to uphold, modify, or reverse the director's action or determination. Upon receipt of the written report, the City manager shall make a determination and shall issue a decision and order within thirty calendar days of the hearing. The City manager's written decision and order shall be sent by certified mail to the appellant or to appellant's attorney if appellant is represented by one. The decision of the City manager shall be final.

Remedies not exclusive:

The remedies set forth in this article are in addition to, and do not supersede or limit any and all other available remedies, either civil or criminal. The remedies set forth in this article shall be cumulative to, and not exclusive of, each other.

Fees:

- A. *Plan Checking Fee.* The plan-checking fee shall be charged for evaluating and approval of erosion and sediment control and runoff control plans. Prior to accepting plans and specifications for review, the full amount of the fees shall be paid. This fee shall be set by resolution of the City council.
- B. *Inspection Fee.* Inspection fees shall be charged for the cost of inspections required pursuant to Phase II Stormwater Permit. This fee shall be set by resolution of the City council.
- C. Additional fees may be charged for plan checking and inspection if changes to the project are proposed under the original application for permit, or any other circumstances that in the discretion of the City manager warrants additional fees. Additional fees shall be charged at the rate set by resolution of the City council for City staff time for a one-hour minimum per occurrence.
- D. *Administrative fees.* Administrative fees shall be charged for the costs associated with City oversight of Operation and Maintenance of Post-Construction Storm Water Management Measures pursuant to Phase II Stormwater Permit. This fee shall be set by resolution of the City council.

System Control:

Erosion control:

Any person performing ground disturbing activities in the City shall implement appropriate Best Management Practices (BMPs) to prevent the discharge of construction wastes or pollutants from construction materials, tools, equipment, or soil from entering the storm drain system or watercourses.

- A. Authorization to Review. The City has the authority to review designs and proposals for construction activities and new development and redevelopment sites to determine whether adequate BMPs will be installed, implemented, and maintained during construction and after final stabilization (post-construction).
- B. Erosion and Sediment Control. All construction plans and applications submitted to the City pursuant to any permit application shall consider the potential for erosion and sedimentation at the construction site, and shall include appropriate erosion and sedimentation controls as identified in item D below.
- C. Erosion and Sediment Control Plan Requirements;
 1. When required by the City, a project shall have an Erosion and Sediment Control Plan (ESCP) that addresses erosion and sediment control and pollution prevention during the construction phase and final stabilization control measures. The ESCP shall be implemented year round and must be updated to reflect changing conditions on the project site.
 2. Implementation of an approved ESCP by the applicant shall be a condition precedent to the issuance of a grading permit, building permit or a construction permit for a project subject to this section. Subsequent changes to the ESCP must be submitted to the City for review and approval.
 3. The City manager may issue guidance and requirements specifying the content of ESCPs. The City will provide references to current guidance manuals and BMP information on request. The City shall collect a fee in accordance with the fee schedule to ensure compliance with the ESCP. The fee schedule would be adopted under a separate resolution
- D. Construction-phase BMPs. BMPs include erosion and sediment controls and pollution prevention practices. Erosion control BMPs may include, but are not limited to, scheduling and timing of grading activities, timely revegetation of graded areas, the use of hydroseed and hydraulic mulches, and installation of erosion control blankets. Sediment control may include properly sized detention basins, dams, or filters to reduce entry of suspended sediment into the storm drain system and watercourses, and installation of construction entrances to prevent tracking of sediment onto adjacent streets. Pollution prevention practices may include designated washout areas or facilities, control of trash and recycled materials, tarping of materials stored on-site, and proper location of and maintenance of temporary sanitary facilities. The combination of BMPs used, and their execution in the field, must be customized to the site using up-to-date standards and practices.
- E. Slopes. The faces of any slope created by grading shall be prepared and maintained to control against erosion. This control may consist of planting, landscaping

materials or other means. If planting is required by the City manager or designee or as a condition of approval of the tentative map, building or other permits, the City's community development department shall approve the planting plan. The protection for the slopes shall be installed as soon as practicable and prior to final inspection or approval. Where cut slopes are not subject to erosion due to the erosion-resistant character of the materials, such protection may be omitted in the discretion of the City manager or designee

- F. Other Devices. Where necessary, check dams, cribbing, riprap or the City manager or designee to control erosion and provide safety may require other devices or methods.
- G. The following basic design principles and standards shall be incorporated in grading operations to control erosion and reduce sedimentation:
1. Stripping or burning of vegetation, grading or other soil disturbance shall be done in a manner which will minimize soil erosion;
 2. Existing natural vegetation shall be retained, protected and supplemented where necessary. Site development shall be accomplished so that existing trees not specifically required by the grading permit to be protected can be preserved whenever possible and practical;
 3. Exposure of soil to erosion by removal of vegetation shall be limited to the smallest area practical and for the shortest time practical. Soil exposure shall not exceed an area in which development can be completed during a single construction season to ensure that soils are stabilized and vegetation is established well in advance of the rainy season (October 15th through April 15th);
 4. Facilities shall be constructed to retain sediment produced on site;
 5. Sediment basins, sediment traps, diversions or similar required measures shall be installed well in advance of any clearing or grading and maintained through any such operations until removal is authorized by the director of public works;
 6. Temporary seeding, mulching or other suitable stabilization measures shall be used to protect exposed areas subject to erosion during development and in advance of the rainy season (October 15th through April 15th);
 7. Permanent control structures and final vegetation should be installed as soon as practical in the development, and a long-range maintenance plan developed and adhered to;
 8. Provisions shall be made to accommodate the increased *runoff* caused by altered soil surface conditions during and after development;
 9. Surface *runoff* rates in excess of predevelopment level shall be retarded where needed by appropriate structural and vegetation measures;
 10. Slopes created by grading shall not be steeper than two horizontal to one vertical, unless a thorough geological and engineering analysis indicates that steeper slopes are safe and appropriate erosion control measures are specified;

11. Cuts and fills shall not encroach upon natural watercourses, their floodplains or constructed channels in a manner so as to adversely affect other properties;
12. Disposal of cleared vegetation and excavation materials shall be done in a manner which reduces the risk of erosion and shall strictly conform to the provisions of the approved grading permit. Topsoil shall be conserved for reuse in revegetation of disturbed areas whenever possible;
13. Proposed development and roadway alignments should be fitted to the predevelopment topography and soils to minimize erosion;
14. Waterways shall be designed to avoid erosion as much as practical. Wide channels should be constructed with flat slopes, and the channel and slopes should be lined with grass or other appropriate vegetation or other material. Every effort must be made to preserve natural channels and drainage ways.

Runoff control:

New development and redevelopment projects will be required to implement post-construction BMPs to control the volume, rate, and potential pollutant load of stormwater runoff, including, but not limited to, requirements to minimize the generation, transport, and discharge of pollutants.

- A. Prior to and/or during construction, the City may establish controls on the volume and rate of stormwater runoff from new developments and redevelopment as may be appropriate to minimize peak flows or total runoff volume, and to mimic the predevelopment site hydrology. These controls may include limits on impervious area or provisions for detention and retention of runoff on-site.
- B. Permanent Structural Controls. The City may require, as a condition of project approval, permanent structural controls designed for the removal of sediment and other pollutants. The selection and design of such controls shall be in accordance with criteria established or recommended by federal, state, local agencies. Where physical and safety conditions allow, the preferred control measure is to retain drainage ways above ground and in as natural a state as possible or other biological methods such as bio-retention areas.
- C. The City manager may issue design guidelines for post-construction BMPs consistent with the Phase II Permit and may amend the guidelines from time to time in accordance with state and federal laws.
- D. The City shall incorporate such post-construction design guideline requirements in any land use entitlement and construction or building-related permit to be issued relative to such development or redevelopment. The owner and developer shall comply with the terms, provisions and conditions of such land use entitlements and building permits as required in this chapter.
- E. Runoff Control Plan Requirements
 1. For each new development and redevelopment project subject to the development runoff requirements, or where required by the nature and extent of a proposed project and where deemed appropriate by the City, every applicant will submit a runoff control plan and shall implement

- conditions of approval that reduce stormwater pollutant discharges through the construction, operation and maintenance of source control measures, low impact development design, site design measures, stormwater treatment measures and hydro modification management measures. Increases in runoff shall be managed in accordance with the development runoff requirements.
2. Implementation of an approved runoff control plan and submittal of an approved stormwater facilities operation and maintenance plan by the applicant shall be a condition precedent to the issuance of a building permit or a construction permit for a project subject to this section. Financial security may be required to ensure that stormwater management facilities operate and are maintained following construction for a period, which may be determined by the agency. Financial security shall consist of an irrevocable letter of credit, cash deposit, or performance bond as determined by the agency.
 3. All stormwater management facilities shall be designed in a manner to minimize the need for maintenance and reduce the chances of failure. All stormwater management facilities shall be maintained according to the approved stormwater facilities operation and maintenance plan. The person(s) or organization(s) responsible for maintenance shall be designated in the plan. Unless a different time period is provided for in the plan, those responsible for maintenance shall inspect the stormwater management facility at least annually. The plan shall also describe how the maintenance costs will be funded. Upon the failure of a responsible person to maintain a stormwater management facility in accordance with this chapter or the plan, the City may perform the maintenance and recover its costs from the responsible person as provided in **Chapter 13.10.310** of this code.
 4. For each new development and redevelopment project subject to the development runoff requirements, or where deemed appropriate by the agency, access by the City to stormwater management facilities for inspections, as provided in **Chapter 13.10.230** of this code, and through such means as may be appropriate, including, but not limited to, legal agreements, recorded covenants or easements, shall be provided by the property owner.

Severability:

If any provision of this chapter, or the application of any such provision to any person or circumstance shall be held invalid, the remainder of this chapter, to the extent it can be given effect, or the application of those provisions to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and to this end the provisions of this chapter are severable.

Effective Date and Publication:

This ordinance shall take effect 30 days after its adoption, and pursuant to Resolution **XXX** was published in summary format prior to adoption, and a summary will be

published within 15 days after adoption in a paper of general circulation published and circulated within the City of Winters.

DRAFT

WINTERS STORM WATER MANAGEMENT PLAN – June 23, 2017

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