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WHEN RECORDED RETURN TO:

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Dixon, CA 95620
Attention: City Clerk

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(Space above line for recorder's use only)

AMENDED AND RESTATED DEVELOPMENT AGREEMENT

BY AND BETWEEN THE CITY OF DIXON,

**JEN CALIFORNIA 6, LLC, RYDER FAMILY RENTALS LLC, AND ANDREWS DIXON
LLC**

RELATIVE TO THE SOUTHWEST DIXON SPECIFIC PLAN

Adopted by City Council Ordinance No. _____

on _____, 20__

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This **AMENDED AND RESTATED DEVELOPMENT AGREEMENT** (“Agreement”) is entered into as of _____, 2019, by and between the City of Dixon, a California municipal corporation (“City”), JEN California 6, LLC, a California limited liability (“JEN” or “Master Developer”), Ryder Family Rentals LLC, a California limited liability company, (“Ryder”), and Andrews Dixon LLC, a California limited liability company (“ASB”). JEN, ASB and Ryder may be herein referred to individually as “Developer” and collectively as “Developers”. City and Developers may be herein referred to individually as a “Party” and collectively as the “Parties”. There are no other parties to this Agreement.

RECITALS

A. Authority. In order to strengthen the public land use planning process, encourage private participation in comprehensive planning and reduce the economic risks of development, the California legislature adopted Government Code sections 65864 to 65869.5 (the “Development Agreement Law”), which authorizes City to enter into this binding Agreement with Developers, and to establish certain rights and obligations of the Parties relative to development of the Property. In addition, pursuant to Resolution No. 88-128, the City Council has adopted procedures to implement the Development Agreement Law.

B. Subject Property. Developers own legal or equitable interests in the Subject Property, as further described in the list of Solano County Assessor’s Parcel Numbers (“APNs”), attached hereto as **Exhibit A-1**, and the legal descriptions attached hereto as **Exhibit A-2**.

C. The Project. This Agreement relates to an overall plan of development for the Southwest Dixon Specific Plan (the “Specific Plan”). Reference to the “Project” in this Agreement includes the buildout of only such Phases, as described in **Exhibit B** attached hereto (the “Phasing Plan”), that comprise the Subject Property that is encumbered by this Agreement. As such, “Project” for purposes of this Agreement shall not apply to property not currently encumbered by this Agreement (such as Phase 1B, and portions of Phase 5 of the Phasing Plan west of Batavia Road, under the Phasing Plan), until such time that such non-participating property may become encumbered by this Agreement pursuant to the Development Agreement Law.

D. Legal or Equitable Title. As of the Effective Date, each Developer holds a fee or equitable interest in the Subject Property, and all of the Subject Property is controlled by one of the Developers to qualify for inclusion in this Agreement, as required by Government Code section 65865.

E. Procedural History and Environmental Compliance.

(a) On September 28, 2004, in accordance with the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) (“CEQA”), and the CEQA

Guidelines (14 Cal. Code Reg. § 15000 et seq.), City adopted Resolution No. 04-195, to certify the Environmental Impact Report (“EIR”) for the Specific Plan, and for the related entitlements and approvals needed to develop the Specific Plan.

(b) On October 25, 2005, the City Council adopted Resolution No. 05-217, approving the Specific Plan, along with the Southwest Dixon Supplemental Design Guidelines incorporated by reference into the Specific Plan (the “Design Guidelines”).

(c) On November 8, 2005, the City Council adopted Ordinance No. 05-011 to approve rezoning of the Subject Property to assure consistency between the Dixon General Plan and the Specific Plan.

(d) On November 8, 2005, the City Council adopted Ordinance No. 05-012, to approve a Master Development Agreement covering the Specific Plan, which was recorded in the Official Records of Solano County as Document No. 200600028734 (the “Development Agreement”).

(e) On September 9, 2008, the City Council adopted Resolution No. 08-158, approving a Negative Declaration pursuant to CEQA and amending the Specific Plan to include an additional 40.9 acres of land designated as Low Density Residential.

(f) On May 24, 2016, the City Council adopted Ordinance 16-006, to amend the Specific Plan by rezoning approximately 10.7 acres, consisting of portions of Assessor's Parcel Numbers 0114-011-010, and 0114-011-040, to RM-4 Multiple Family.

(g) On _____, 2019, the Dixon Planning Commission, designated by City as the Planning Agency for purposes of reviewing this Agreement pursuant to Government Code section 65867, considered this Agreement and made its recommendations to the City Council.

(h) On _____, 2019, the City Council considered the Planning Commission's recommendations and adopted Ordinance No. _____, approving an Addendum to the EIR, an updated Financing Plan, and this Amended and Restated Development Agreement, and authorizing the City Manager to take such necessary action to record and implement this Agreement.

(i) On _____, 2019, the City Council adopted Resolution _____, approving the Vesting Tentative Maps for Phase 1, Village 2 and Village 3, along with Conditions of Approval.

F. Voluntary Agreement. City and each Developer voluntarily enters into this Agreement. The Parties have negotiated the terms of this Agreement in good faith. The terms herein are consistent with the legislative purposes set forth above and will assure City, Developers and City residents that the Subject Property will be developed in a

manner consistent with the laws of the State and the ordinances, policies, procedures and adopted plans of City, including the provisions of Measure B.

G. Consideration. Development of the Subject Property pursuant to the terms and conditions of the various entitlements and approvals described in **Exhibit C** (the “Approved Entitlements”) will provide for orderly growth and development consistent with the Dixon General Plan, Measure B and other development policies and programs of City.

H. Consistency. In approving this Agreement, the City Council finds that (a) this Agreement is consistent with the Dixon General Plan and the Specific Plan; (b) implementation of this Agreement is in the best interest of City because it promotes the health, safety and welfare of existing and future residents; (c) the environmental impacts of the Project were adequately considered in the EIR, Negative Declaration and Addendum; (d) implementation of the Specific Plan will not proceed without the timely provision of public facilities and public services required to serve each project and phase; and, therefore, this Agreement provides significant benefits to the community, all of which justify entering into this Agreement.

I. Integration. In accordance with Ordinance _____, as of the Effective Date hereto, this Agreement replaces and supersedes the 2005 Development Agreement.

NOW, THEREFORE, in exchange for the mutual promises and covenants contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1 PRELIMINARY GENERAL PROVISIONS

1.01 Purpose of Agreement. The general purpose of this Agreement is to carry out the public purposes described in section 65864 of the Development Agreement Law. This Agreement does so by providing Developers and City with contractual assurances that development of the Subject Property pursuant to the Specific Plan will be undertaken and completed by Developers in accordance with the vested entitlements and approvals described in this Agreement and subject to the various terms and conditions described in, or imposed by, City under this Agreement for the benefit of present and future City residents. Further, in entering into this Agreement, the Parties agree that this Agreement shall supersede and replace the Development Agreement.

1.02. Incorporation of Recitals; Cross-References. The above Recitals are incorporated herein. In the event of any inconsistency between the Recitals and the provisions of Articles 1 through 14, the provisions in Articles 1 through 14 shall control.

Unless otherwise indicated, all references in this Agreement to a “Recital” or a “Section” or an “Article” shall be deemed to refer to the relevant provisions in this Agreement.

1.03. Exhibits. The exhibits to this Agreement are incorporated herein by reference, as follows:

Exhibit A-1	APNs of the Subject Property
Exhibit A-2	Legal Descriptions of the Subject Property
Exhibit B-1	Phasing Summary of Backbone Infrastructure and Facilities
Exhibit B-2	Phasing Plans
Exhibit C	Approved Entitlements
Exhibit D	Vesting Tentative Maps and Conditions of Approval
Exhibit E	Allocation of Residential Development Allotments
Exhibit F	Public Facilities Financing Plan
Exhibit G	Facilities and Services to be Financed by Financing District
Exhibit H	Improvements Eligible for Reimbursement through AB 1600 Impact Fees
Exhibit I	Mitigation Monitoring and Reporting Program
Exhibit J	Form of Assignment and Assumption Agreement
Exhibit K	Adopting Ordinance

1.04 Consistency with Dixon General Plan. Pursuant to Resolution No. 05-217 and Ordinance No. 05-011, the City Council expressly found that the Specific Plan, Design Guidelines and related rezoning for the Subject Property were consistent with the Dixon General Plan, and pursuant to Ordinance No. 05-012 the City Council expressly found that the Development Agreement was consistent with the terms and provisions of the Specific Plan and the Dixon General Plan. Pursuant to Ordinance ____ approving this Agreement, the City Council expressly found that this Agreement is consistent with the General Plan and the Specific Plan.

1.05. Consistency with Measure B. The City Council has carefully considered the authorizations and restrictions found in Measure B and the manner in which the City Council elected to implement the Measure B ballot measures in enacting the Measure B

Ordinance and finds and determines the provisions of this Agreement are consistent with the Measure B ballot measure and the Measure B Ordinance in all respects. In the event that any inconsistency exists between the provisions of this Agreement that relate to the Measure B Ordinance and the provisions of the Measure B Ordinance, the provisions of this Agreement shall prevail.

1.06. Project is a Private Undertaking. The Parties agree and acknowledge that the Project constitutes a private development and that City has no interest therein except as authorized in the exercise of its governmental functions.

1.07. Covenants Running with Land. This Agreement shall run with the land. Except as may otherwise be provided in this Agreement, each and every Subsequent Landowner, purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the applicable duties and obligations contained in this Agreement, as such duties or obligations pertain to the portion of Subject Property sold, assigned or transferred to it.

1.08. Recordation of Agreement. The City Clerk shall, within ten (10) days after the Effective Date, record this Agreement with the County Recorder, County of Solano. Developers shall bear all recording costs, if any, either directly or by reimbursing City promptly after recordation.

1.09. Notice. Except as otherwise specifically provided herein or required by law, any notice, request, demand, or other communication required or permitted to be given under this Agreement ("Notice") shall be in writing and shall be conclusively deemed to have been duly given (i) when hand delivered to the other Party; or (ii) three business days after the Notice has been deposited in a United States post office with first class or certified mail return receipt requested postage prepaid and addressed to the Parties as set forth below; or (iii) the next business day after the Notice has been deposited with a national overnight delivery service (Federal Express and DHL Worldwide Express being deemed approved by the Parties), postage prepaid, addressed to the Parties as set forth below with the next-business-day delivery guaranteed, provided that the sending Party receives a confirmation of delivery from the delivery service provider. Notices to Subsequent Landowners shall be required as provided herein only for those Subsequent Landowners who have given written notice of their address to City. Any Party to this Agreement may, from time to time, advise the other Parties of a new address for Notice.

The initial address for Notice to each Party shall be as follows:

To City: City of Dixon City Hall
600 East A Street
Dixon, CA 95620-3697
Attn: City Manager
Attn: Community Development Director

With copies to: Churchwell White LLP
1414 K Street, 3rd Floor
Sacramento, CA 95814
Attn: Douglas L. White

To JEN: JEN California 6, LLC
508 Gibson Drive, Suite 260
Roseville, CA 95678
Attn: Clifton Taylor, Vice President

With copies to: Thomas Law Group
455 Capitol Mall, Suite 801
Sacramento, CA 95814
Attn: Leslie Z. Walker

To Ryder: Ryder Homes of California, Inc.
1475 Treat Blvd.
Walnut Creek, CA 94597
Attn: N. Jay Ryder

To ASB: _____

1.10. Liens and Delinquencies. Prior to recordation of this Agreement, Developers shall pay: (a) any and all installments of current and delinquent property taxes (including penalties and interest) which may constitute liens against their portions of the Subject Property and which are then due; (b) any and all installments of current and delinquent public improvement assessments (including penalties and interest) which may constitute liens against their portions of the Subject Property and which are then due; (c) any and all utility or other fees or charges for their portions of the Subject Property which may be delinquent; and (d) any and all charges pursuant to JEN's funding agreement for processing costs. Developers shall provide the City Clerk with evidence of such payments covering the Subject Property prior to recordation of this Agreement by the City Clerk.

1.11. Cooperation of Parties. Each Party to this Agreement agrees to cooperate with every other Party to this Agreement to accomplish in a reasonable and timely manner all of the obligations of the Parties required under this Agreement or under the Collective Standards. Each Party covenants, on behalf of itself and its successors, heirs and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

1.12. Subsequent Development Agreements. City may enter into subsequent development agreements with any Developer or their respective successors in interest, to address their properties in more detail if and when tentative subdivision maps or other project approvals are submitted or approved in connection with those respective properties; provided, however, that no subsequent development agreement shall conflict with the vested rights provided herein unless such agreement is executed by all Parties hereto or their lawful assignees. Developers acknowledge that nothing in this Section or this Agreement requires or binds City to enter into any other development agreement. City may determine, in its reasonable discretion, that a separate development agreement is necessary or desirable for future projects within the Specific Plan, to assure that the developer of such project provides public improvements and satisfies the obligations described in the Collective Standards, or otherwise needed to support that particular project, and other available mechanisms (e.g., subdivision improvement agreements) do not reasonably satisfy City's needs.

1.13. Timing of Development. The Parties acknowledge that Developers cannot predict the rate at which phases of the Project will be developed, or the order in which each phase will be developed. Such decisions depend upon numerous factors that are not within the control of Developers, such as market orientation and demand, interest rates, absorption, completion and other similar factors. In particular, and not in any limitation of any of the forgoing, since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo*, 37 Cal. 3d 465 (1984), that the failure of the parties therein to consider and expressly provide for the timing of development resulted in a later-adopted initiative restricting the timing of development prevailing over such parties' agreement, the Parties desire to avoid that result by acknowledging that Developers shall have the vested right to develop the Subject Property in such order and at such rate and at such times as Developers deem appropriate in the exercise of their business judgment, subject to the terms, requirements and conditions of the Approved Entitlements and this Agreement. Developers will use their best efforts, in accordance with their own business judgment and taking into consideration market conditions and other economic factors, to commence or to continue development, and to develop the Project in a regular, progressive and timely manner in accordance with the provisions and conditions of this Agreement and the Approved Entitlements.

ARTICLE 2 DEFINITIONS

2.01. Definitions. As used in this Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section:

(a) “AB 1600 Fees” means all fees imposed by the City that are of the nature described and defined by Government Code section 66000, subparagraph (b). In addition, said term includes all fees, capacity charges and connection fees imposed by the City as described in Government Code section 66013 for water or sewer service.

(b) “Adopting Ordinance” means City Council Ordinance No 19-_____, approving this Agreement.

(c) “Affordable Housing Authorizations” has the meaning set forth in Section 4.06(c).

(d) “Affordable Housing Exemptions” has the meaning set forth in Section 4.06(a).

(e) “Affordable Housing Units” has the meaning set forth in Section 4.06(a).se

(f) “Agreement” means this Amended and Restated Development Agreement.

(g) “Approved Entitlements” has the meaning set forth in Recital G and **Exhibit C**.

(h) “Approving Authority” means the City Council, Planning Commission, Design Review Commission or other board, commission, officer or employee of City who has final authority by statute, ordinance, or resolution to either approve, conditionally approve or disapprove of a given matter.

(i) “Assumption Agreement” means an agreement substantially conforming to the model assignment and assumption agreement described in **Exhibit J**, or other agreement in a form approved by the City Attorney, executed by either one of the Developers and a Subsequent Landowner, or by a Subsequent Landowner and another Subsequent Landowner, in which a Subsequent Landowner acquiring an interest in any portion of the Subject Property expressly assumes various obligations relating to the development of the Subject Property, or portions thereof which are imposed upon Developers under the terms of this Agreement.

(j) “CEQA” means the California Environmental Quality Act (Pub. Res. Code § 21000 et seq.) and the CEQA Guidelines (14 Cal. Code Reg. § 15000 et seq.), as amended.

(k) "Certificate of Occupancy" means a final certificate of occupancy issued by the building official of City or, if the Dixon Municipal Code does not provide for the issuance of a certificate of occupancy for a particular structure, the final inspection or functional equivalent thereto, operating as a final condition to occupancy.

(l) "City" means the City of Dixon, a California municipal corporation, or its designee.

(m) "City Council" means the City Council of the City of Dixon, or its designee.

(n) "Collective Standards" means:

(i) The provisions of this Agreement;

(ii) The Approved Entitlements applicable to the Subject Property, as listed in **Exhibit C**;

(iii) The MMRP applicable to the Subject Property, as shown on **Exhibit I**;

(iv) Existing Land Use Regulations, which may be modified only in accordance with City's Reserved Powers;

(v) All terms and conditions set forth in any Subsequent Approvals, which shall be consistent with this Agreement; and

(vi) All applicable federal and State building requirements that City is legally obligated to impose.

(o) "Conditions of Approval" shall mean those standard and special conditions to the Vesting Tentative Maps, attached and incorporated hereto as **Exhibit D**.

(p) "Consumer Price Index" means the Consumer Price Index for All Urban Consumers, All Items, U.S. City Average, as published by the Bureau of Labor Statistics of the United States Department of Labor (or comparable index then in use by the Department of Labor if the named statistic no longer is available).

(q) "Days" means calendar days. If the last day to perform an act under this Agreement is a Saturday, Sunday or Legal Holiday of the State of California, said act may be performed on the next succeeding calendar day that is not a Saturday, Sunday or Legal Holiday of the State of California, and in which City offices are open to the public for business.

(r) "Default" means a material failure of performance, or unreasonable delay in performance, by any Party to this Agreement, of any of the terms and conditions of this

Agreement, which that Party has a duty to perform, as provided for in, but not limited to, the provisions of Article 11.

(s) “Developer” or “Developers” shall refer to: JEN California 6, LLC, a California limited liability company (“JEN”), Ryder Family Rentals LLC, a California limited liability company (“Ryder”), and Andrews Dixon LLC, a California limited liability company (“ASB”), individually or collectively, as the case may be.

(t) “Development Agreement” means that Master Development Agreement covering the Specific Plan, which was adopted by the City Council pursuant to Ordinance No. 05-012 on November 8, 2005, and recorded in the Official Records of Solano County as Document No. 200600028734.

(u) “Design Guidelines” has the meaning set forth in Recital E.

(v) “Director” means the Community Development Director of the City of Dixon, or his or her designee.

(w) “Dixon General Plan” means the General Plan of the City of Dixon, as such plan shall be amended from time to time, including but not limited to the general plan update underway at the time of City’s adoption of this Agreement.

(x) “Dixon Subdivision Ordinance” means City’s subdivision ordinance, located under Title 17 of the Dixon Municipal Code.

(y) “Dixon Zoning Ordinance” means the zoning ordinance of the City of Dixon, located under Title 18 of the Dixon Municipal Code.

(z) “Effective Date” means the effective date in which this Agreement shall become legally binding on the Parties, which shall occur thirty (30) calendar days after City’s adoption of the Adopting Ordinance, on _____, 2019, and upon execution by the Parties.

(aa) “Existing Land Use Regulations” means the following exclusive list of ordinances, resolutions, regulations and plans adopted or accepted by the City Council and applicable to the development of the Subject Property:

(i) The Dixon General Plan; and

(ii) The Dixon Zoning Ordinance; and

(iii) The Specific Plan, together with the Design Guidelines and the Financing Plan, subject to the provisions for minor amendments in Sections 7.03 and 10.02 below; and

(iv) The Measure B Ordinance; and

(v) The Dixon Subdivision Ordinance; and

(vi) The plans for infrastructure to serve the Specific Plan, consisting of: (A) Preliminary Specific Plan Capital Improvement Program attached to the Financing Plan; (B) Drainage Master Plan Report dated August 2005; (C) Water Master Plan Report dated August 2005; and (D) Sanitary Sewer Master Plan Report dated August 2005, all subject to Section 7.03(b).

The term “Existing Land Use Regulations” does not include ordinances, resolutions or regulations not listed above. Without limiting the foregoing, the term “Existing Land Use Regulations” does not include, for example, those ordinances, resolutions and regulations relating to:

(i) Fees, rates and charges subject to Article 8;

(ii) Regulatory Processing Fees;

(iii) Fire and building construction standards; and

(iv) “City Engineering Standards and Specifications”, as adopted by Resolution No. 14-120 of the City Council on August 26, 2014, as such specifications may be amended from time to time; and

(v) Regulations or ordinances relating to the temporary use of land, the control of traffic, the regulation of sewers, water, and similar subjects (to the extent not covered by the matters listed as included as Existing Land Use Regulations), and the abatement of public nuisances.

(bb) “Environmental Impact Report” or “EIR” means the Southwest Dixon Specific Plan Draft and Final Environmental Impact Report certified by Resolution No. 04-195 of the City Council on September 28, 2004, and the Mitigation Monitoring and Reporting Program, as amended.

(cc) “Financing District” shall mean, collectively, one or more Community Facilities Districts formed under Government Code section 53311, 1913-1915 Limited Obligation Improvement Assessment Districts, or other similar districts that the Parties may agree to and that City may form for the purpose of financing the planning, design, construction, acquisition or expansion of public facilities or other improvements and services, including but not limited to those shown on **Exhibit G**.

(dd) “Financing Plan” shall mean the updated plan for financing public infrastructure for the Specific Plan, attached and incorporated hereto in **Exhibit F**.

(ee) “Foreclosure Purchaser” has the meaning set forth in Section 9.07(a).

(ff) “Grade Separation Fee” has the meaning set forth in Section 7.05(c).

(gg) “Major Public Improvements” shall refer to the list of onsite and offsite improvements set forth in **Exhibit B-2** (Phasing Plan).

(hh) “Master Developer” shall initially mean and refer to JEN California 6, LLC, with rights and obligations described in Article 4.

(ii) “Measure B” means that ballot measure as approved by the City electorate on April 8, 1986, reapproved by the City electorate on November 5, 1996, and implemented by: (i) the Measure B Ordinance; and (ii) the provisions of Article 5.

(jj) “Measure B Ordinance” means the Measure B Residential Growth Implementation Plan of the City of Dixon, located under Chapter 18.48 of the Dixon Municipal Code.

(kk) “Mitigation Monitoring and Reporting Program” or “MMRP” shall mean the list of environmental mitigation measures from the Final Environmental Impact Report and describing the details for implementing such measures, as adopted by the City Council on September 28, 2004 as part of Resolution No. 04-195 certifying the Final Environmental Impact Report, and subject to those modifications contained in City Council Resolution No. 04-195. The final MMRP for the Subject Property is attached hereto as **Exhibit I**.

(ll) “Mortgage” means a mortgage, deed of trust, or sale and leaseback arrangement in which the Subject Property, or a portion thereof or an interest therein, is sold by one of the Developers and leased back concurrently therewith (which arrangement is subject to no prior contractual encumbrances securing payment of money), or other transaction in which the Subject Property, or a portion thereof or an interest therein, is pledged as security, contracted in good faith and for fair value.

(mm) “Mortgage Lender” shall mean any person or entity that is the holder of the beneficial interest under a Mortgage.

(nn) “Parties to this Agreement” or “Party to this Agreement” shall refer to and include: (i) City; (ii) each of the Developers; (iii) all Subsequent Landowners; and (iv) any Mortgage Lender subject to the limitations and restrictions upon the rights, duties and privileges of a Mortgage Lender contained in Article 9.

(oo) “Phase” shall refer to the particular area of the Specific Plan, and the applicable Major Public Improvements, construction of which is required to support the proposed development, all of which are described in **Exhibits B-1 and B-2**.

(pp) “Project” has the meaning set forth in Recital C and **Exhibit B-1**.

(qq) “Regulatory Processing Fees” means (i) fees and charges adopted by City for the purpose of defraying City’s reasonable costs incurred or to be incurred in the processing and administration of any form of regulatory permit, license, and land use entitlements; (ii) fees and charges imposed by City to defray the costs of periodically updating its plans, policies and procedures, including, but not limited to, fees and charges referred to in Government Code section 66014; and (iii) fees and charges actually incurred by City in the processing and administration of any form of regulatory permit, license, and land use entitlement benefiting Developers.

(rr) “Reserved Powers” shall mean those powers explicitly reserved to the City by this Agreement, including but not limited to Article 7.

(ss) “Residential Development Allotment” or “RDA” shall mean the City approval that must be obtained by Developers before a building permit can be issued for a dwelling unit pursuant to the provisions of the Measure B Ordinance. A Residential Development Allotment shall be subject to such terms and conditions as are provided for in this Agreement.

(tt) “Second Units” has the meaning set forth in Section 4.06(e).

(uu) “Specific Plan” means the Southwest Dixon Specific Plan approved by City Council by Resolution No. 05-217, adopted on October 25, 2005, and as amended by Resolution No. 08-158 on September 9, 2008, by Ordinance No. 16-006 on May 24, 2016, and such other amendments that may occur in the future with the consent of the applicable Developer, or Subsequent Landowners.

(vv) “State” means the State of California.

(ww) “Subsequent Approvals” has the meaning set forth in Section 6.01.

(xx) “Subsequent Landowners” refers to any party that has acquired any portion of the Subject Property from a Developer, or another Subsequent Landowner other than (i) a Mortgage Lender or (ii) the owner of any single-family residential lot or parcel that has been released from this Agreement pursuant to Section 9.05.

(yy) “Subject Property” shall mean all of that property described in **Recital B** and further described in **Exhibit A-1** and **Exhibit A-2**.

(zz) “Utility Rates or Fees” means rates or charges for water, sewer, storm drainage, solid waste removal, and other utilities and services that are or may be imposed or collected by the City.

(aaa) "Vesting Tentative Maps" shall mean all approved vesting tentative subdivision maps for the Subject Property; the Vesting Tentative Maps in effect as of the Effective Date of this Agreement are attached hereto as **Exhibit D**.

2.02 Additional Definitions. The definitions set forth in this Article do not constitute the exclusive set of definitions for all terms used in this Agreement. Other definitions provided in other Articles of this Agreement shall be used whenever provided, and all defined terms shall apply throughout this Agreement. If a defined term in any Exhibit conflicts with a defined term set forth in this Agreement, the defined term set forth in this Agreement shall be used to interpret the provisions of this Agreement.

ARTICLE 3 TERM OF THIS AGREEMENT AND EXTENSIONS

3.01. Term. The term of this Agreement shall commence on the Effective Date, and shall continue for a period of ten (10) years until _____, 2029 (the "Termination Date"), unless terminated or extended as provided in this Agreement.

3.02. Extension by Agreement. The term of this Agreement may be extended before the Termination Date, for up to ten (10) years, by the mutual agreement of all Parties, unless City reasonably determines that one or more Developers need not participate in the extension. Any extension shall only benefit the Parties to the extension and the portions of the Subject Property under the control of the Developers participating in the extension. Nothing in this Agreement binds City to agree to any extension.

ARTICLE 4 APPLICANT'S VESTED RIGHTS FOR PROJECT ENTITLEMENTS CONTAINED WITHIN THE COLLECTIVE STANDARDS

4.01. Developers' Vested Rights and Obligations. During the term of this Agreement, City grants to Developers the development rights, obligations, terms and conditions specified in the Collective Standards, and the right to develop the Project in accordance with the Collective Standards shall be fully vested in Developers. Such rights may not be changed by City except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, or as expressly consented thereto by all Developers, or their assignees and Subsequent Landowners. In the event one or more Developers, their assignees or Subsequent Landowners do not give their consent to any changes to the Collective Standards, City may nevertheless process such change as to any portions of the Subject Property controlled by the consenting Developers, unless said change would adversely affect the rights and obligations of one or more of the non-consenting Developers, assignees, or Subsequent Landowners.

4.02. Developers' Vested Rights as to Permitted Uses and Development Standards. The permitted uses, the density and intensity of use, the maximum height

and size of proposed buildings, the construction, installation and extension of public improvements, development guidelines and standards, implementation programs for processing of subsequent entitlements and other conditions of development on the Subject Property shall be those set forth in the Collective Standards. The Parties hereto intend that the Collective Standards shall control all subsequent actions, whether discretionary or ministerial, relating to the development of the Subject Property, except as otherwise set forth in this Agreement and except as may be governed by a subsequent development agreement that may be approved as provided in Section 1.12.

4.03. Developers' Vested Rights as to Conflicting Future Enactments. Except where provided as a Reserved Power, or otherwise provided for in this Agreement, no ordinance, resolution, initiative, referendum or other land use restriction adopted or enacted after the Effective Date, whether by action of City or otherwise, and directly or indirectly related to development or construction within the City shall apply to the development of, and construction on, all or any part of the Subject Property, if said ordinance, resolution, initiative or other measure is in conflict with this Agreement, or any amendment thereto, or reduces the development rights provided by this Agreement, or affects the timing of development. Without limiting the foregoing general statement, an ordinance, resolution, initiative, referendum or other measure shall be deemed to conflict with this Agreement if the ordinance, resolution, initiative, referendum or measure seeks to accomplish any one or more of the following results, either with specific reference to the Subject Property or the Specific Plan or as part of a general enactment that applies to the Subject Property or the Specific Plan:

(a) Limiting or reducing the density or intensity of development on the Subject Property such as by increased lot sizes, increased lot setbacks, reduced structural heights or reduced structural sizes, subject to City's Reserved Powers under this Agreement to modify the density of development in portions of projects through design review or tentative map approval, so long as Developers are not prevented from building the total number of dwelling units authorized under this Agreement;

(b) Delaying or accelerating the timing of development on the Subject Property in any manner;

(c) Imposing new or different minimum standards for the types of housing developed or its price, such as high density, senior, rental or affordable housing; or

(d) Altering the design, location, timing, financing, or other details of the Major Public Improvements, subject to Section 4.05(a).

4.04 Developers' Obligations for Project Conditions of Approval. The rights vested in Developers and the Subject Property under this Article are subject to and subordinate to the obligation to fully perform in a timely manner all conditions of approval, mitigation measures and Collective Standards, including without limitation those contained in the

MMRP attached hereto as **Exhibit I**, imposed on each Developer on their portion of the Subject Property, unless such condition, mitigation or Collective Standards are deferred, modified or waived, in City's reasonable discretion.

4.05. Developers' Obligations to Construct Major Project Infrastructure; Phasing.

(a) The rights vested in each Developer under this Agreement shall be subject to and contingent upon the obligations of the Master Developer to fully construct the applicable Major Public Improvements for each Phase (subject to the step-in rights of other Developers set forth in Section 7.08), and all other applicable roads, structures, facilities or improvements as needed support the development of each Phase, and as required by the Collective Standards.

(b) The Phasing Plan set forth in **Exhibit B** provides a summary of the Major Public Improvements for the Specific Plan, and the Phasing Plan indicates the Phase during which each component of the Major Public Improvements must be completed. **Exhibit B** contains maps and a narrative description depicting these Phases.

(c) Subject to subsection (d) below, no building permit shall be issued for construction in any portion of the Specific Plan unless and until all applicable Major Public Improvements are completed, as described in **Exhibit B** for such project or Phase, and all previous Phases have been completed, or are substantially complete in the discretion of City, and the completion thereof has been secured by a bond naming City as the sole obligee, or other form of security reasonably acceptable to City.

(d) If portions of the Major Public Improvements within a Phase have not yet been completed on certain portions of the Subject Property, or are not yet substantially complete under the terms of subsection (c) above, City may nevertheless issue building permits and final inspections in other portions of the Subject Property served by the same Phase, provided that Developers satisfy all of the following conditions:

(1) The applicable Developer has secured final map approvals for the applicable area, and the final map either (A) creates at least fifty (50) residential parcels, or (B) utilizes all of the remainder residential parcels that were not already created by prior final maps;

(2) The Major Public Improvements in the Phase that are not yet complete (1) are bonded or otherwise secured, as specified in subsection (f) below; (2) are under construction at the time of issuance of the building permits; and (3) are scheduled to be complete before anticipated completion of the houses for which permits are requested;

(3) All of the Major Public Improvements within the area of the final subdivision map either have been completed, or are substantially complete in City's

reasonable discretion and the full completion thereof has been secured by a bond or other form of security as specified in subsection (f) below;

(4) All conditions of approval for the tentative subdivision map covering the area that should be satisfied prior to issuance of building permits have been satisfied or deferred in the discretion of the City, and the issuance of building permits will not interfere with compliance with any condition of approval;

(e) The timing for construction of infrastructure within the Specific Plan is not governed by this Section or dictated by this Agreement, to the extent such infrastructure is not identified as a Major Public Improvement and is not required to support development of any other part of the Specific Plan; provided, however that Developers acknowledge that all such internal infrastructure shall be built as and when needed to support development of each project or Subsequent Approval, and in accordance with each Vesting Tentative Map, as determined by City.

(f) Master Developer (subject to the step-in rights of other Developers set forth in Section 7.08) shall finance all applicable onsite and offsite Major Public Improvements, as described in more detail in the Financing Plan.

(g) Developers acknowledge that City may require Developers to enter into subdivision improvement agreements in connection with final map approvals, which may incorporate additional terms and provisions governing the buildout of the final map area, bonding, warranties, and other provisions, provided however that each subdivision improvement agreement shall be consistent with this Agreement.

(h) In addition to the above, if any Developer proposes to materially depart from the phasing described in Exhibit B, such Developer must demonstrate to City's Community Development Director that the development complies with the following:

(1) There is adequate storm drainage, water, wastewater, and traffic circulation infrastructure to serve the proposed development as determined by engineering data regarding infrastructure capacities to the reasonable satisfaction of the City Engineer.

(2) The development, viewed together with development already existing or approved, will represent an orderly pattern of growth that emphasizes contiguity and avoids isolated islands of development.

(3) Final maps shall be contained within the boundaries of phases indicated in the Phasing Plan. Developers may make minor changes to phase boundaries provided that such changes preserve the overall form of the Phasing Plan and are consistent with all other Approved Entitlements.

(4) Developer has financed all applicable onsite and offsite Major Public Improvements, as described in more detail in the Financing Plan.

4.06. Affordable Housing. The following affordable housing requirements shall apply to the Subject Property, as follows with respect to each Developer:

(a) JEN shall build twenty-five (25) high-density, senior-restricted housing units and sixty-two (62) high-density, non-senior restricted housing units in the area identified as Phase 2 under the Phasing Plan, and such housing will be available for rent as “moderate-income dwelling units” as that term is defined in the Measure B Ordinance (together, the “JEN Affordable Housing Units”). All high-density JEN Affordable Housing Units shall be rentals and not for sale. Prior to issuance of a building permit for the JEN Affordable Housing Units, JEN and City shall enter into a housing agreement to cover details for the Affordable Housing Units. As such, City hereby allocates twenty-five (25) senior affordable housing unit exemptions pursuant to D.M.C. § 18.48.030 (“Affordable Housing Exemptions”) for the senior-restricted JEN Affordable Housing Units.

(b) ASB shall build forty-four (44) high-density, senior housing units in the area identified as Phase 5 under the Phasing Plan, and such housing will be available as “moderate-income dwelling units” as that term is defined in the Measure B Ordinance (the “ASB Affordable Housing Units”). All high-density ASB Affordable Housing Units shall be rentals and not for sale. As such, City hereby allocates forty-four (44) Affordable Housing Exemptions for the forty-four (44) ASB Affordable Housing Units.

(c) Pursuant to the Measure B Ordinance, Affordable Housing Exemptions do not require Residential Development Allotments and will not be counted against the Measure B allocation described in Article 5. In addition, pursuant to the Measure B Ordinance, City hereby allocates sixty-two (62) “residential development allotments for affordable housing projects” (D.M.C. § 18.48.200) for use by JEN for the non-senior restricted moderate-income Affordable Housing Units (the “Affordable Housing Authorizations”).

(d) Each Developer shall ensure the timing of production of the above Affordable Housing Units as follows:

(1) JEN shall submit applications for all discretionary approvals needed to build all of the JEN Affordable Housing Units prior to the issuance to JEN of a building permit for JEN’s 200th market-rate, single-family unit in the Specific Plan. JEN shall obtain building permits for all JEN Affordable Housing Units prior to the issuance of a building permit for JEN’s 500th market rate unit in the Specific Plan. JEN shall complete construction for the Affordable Housing Units prior to the final inspection of JEN’s 700th market rate unit in the Specific Plan.

(2) ASB shall submit applications for all discretionary approvals needed to build all of the ASB Affordable Housing Units prior to the issuance of a building permit for ASB's 50th market-rate unit in the Specific Plan. ASB shall obtain building permits for all ASB Affordable Housing Units prior to the issuance of a building permit for ASB's 100th market-rate unit in the Specific Plan. ASB shall complete construction for the Affordable Housing Units prior to the final inspection of ASB's 125th market rate unit in the Specific Plan.

Each Developer shall be deemed to have "commenced construction" when it has begun actual construction of the foundations for the units, and each Developer shall be deemed to have "completed" a unit when it has obtained a Certificate of Occupancy or final inspection for that unit. JEN and ASB shall diligently construct the Affordable Housing Units to completion in a timely manner.

(e) Developers anticipate building "Second Units" as described in California Government Code section 65852.2, as part of construction of detached single-family homes distributed within the Specific Plan. City acknowledges that such Second Units by nature of their size and other characteristics will serve as additional affordable housing units. The Second Units will qualify as "Approved Secondary Living Units" under the Measure B Ordinance and will be exempt from Measure B and will not be counted against the allocation described in Article 5.

(f) City agrees that Developers' commitment under this Section along with Developers' intention to provide Second Units fully satisfies all obligations and requirements to provide affordable housing units in the Specific Plan area. City shall look solely to the units described in this Section for the provision of affordable housing other than the Second Units, and no other affordable housing units shall be required in the Specific Plan. Any failure or delay by JEN or ASB in providing affordable housing units will not give City cause to prevent or delay development of any projects by Ryder. City acknowledges that the potential restrictions in this Section on building permits and Certificates of Occupancy for failure of JEN or ASB to satisfy their independent obligations constitutes sufficient incentive to ensure the production and delivery of the Affordable Housing Units.

(g) City and Developers agree that the Affordable Housing Units shall not be subject to the Flexible Grant Payment described in Section 7.05(b), and acknowledge that the per unit fee amounts specified in that section have been calculated to pay City certain expected total amounts without participation by the Affordable Housing Units. City and Developers agree that unless determined by City to be unlawful or infeasible, the Affordable Housing Units shall not be subject to any costs related to construction of the Major Public Improvements, and that all such costs that otherwise would be allocated to the Affordable Housing Units shall be borne by Developers in proportion to their other development on the Subject Property. To the extent applicable, reimbursements related

to the Major Public Improvements as provided for in this Agreement shall be determined and allocated among Developers without considering the Affordable Housing Units. Nothing in this subsection shall be interpreted as a waiver by City of any other fees, including but not limited to the Grade Separation Fee in Section 7.05(c), or an agreement by City to assume any costs associated with construction of the Major Public Improvements that otherwise would be imposed on the Affordable Housing Units and are being assumed by Developers.

(h) Developers agree to take all reasonable measures including those that may be requested by City to notify prospective and actual buyers and residents of market rate housing built in the Specific Plan area that the Affordable Housing Units are planned and will be developed, with the goal of avoiding opposition to such development by area residents. Such measures may include, but are not limited to, provisions in grant deeds, handouts at model homes, and handouts as part of closing packages. Developers agree to post signs to notify nearby residents of the intended location of Affordable Housing Units.

4.07. Commercial Development. The Project includes 9.7 acres of land in Phase 2 designated by the Specific Plan as Community Commercial 10.9 acres in Phase 5 designated as Community Commercial, and 5.6 acres in Phase 5 designated as Highway Commercial. The commercial portions of the Project shall be developed in accordance with the Collective Standards, including without limitation the applicable provisions of this Agreement and the Specific Plan.

4.08. Community Design.

(a) Continuing City Control of Subdivision Approvals. Developers shall seek approval of subsequent subdivision maps for those portions of the Subject Property that are not covered by any Vesting Tentative Maps that City has approved in connection with this Agreement. Subsequent subdivision maps shall be subject to the approval of City. This Agreement does not eliminate or reduce in any way City's discretionary authority, through its staff, Planning Commission and City Council, to approve and condition the subdivision maps.

City, through its Planning Commission and City Council, has articulated special concerns regarding variety in housing type and design and connectivity between neighborhoods within the Specific Plan. Developers acknowledge that, in order to gain approval of each subdivision map, Developers will be expected to demonstrate that the subdivision will achieve the goals of diversity in housing type and design and connectivity between neighborhoods.

The Specific Plan includes examples of typical street scenes and typical types of housing. Developers will design subdivisions that are consistent with the Specific

Plan and which meet the articulated goals of City with respect to housing type and design and connectivity.

(b) Variety of Housing Type and Design. Developers recognize City's interest in creating neighborhoods that include diverse styles and types of housing. Developers will, in a manner that is consistent with the zoning for the Subject Property and consistent with the Design Guidelines, develop individual subdivision maps that include diverse housing types and designs such as suggested in the Design Guidelines.

Developers understand that City will consider the diversity of style, type and size of housing in the approval process for individual subdivisions. Developers shall provide reasonable detail regarding the type and style of housing in each application for a subdivision map to demonstrate compliance with City's housing type and design objectives. Each subdivision shall be consistent with the approved Specific Plan.

(c) Circulation. Developers will, consistent with the Specific Plan, provide for reasonable connectivity within each subdivision and between subdivisions to ensure that individual neighborhoods within the Specific Plan are accessible and interconnected.

(d) Energy Conservation. Developers will locate and orient each building in the Specific Plan area with electrical and structural capability to accommodate installation of photovoltaic roof energy systems. Developers will offer solar hot water systems and passive attic cooling systems as options.

(e) Visitability. Developers will offer and promote options in housing design that improve accessibility by persons with mobility constraints.

ARTICLE 5 DEVELOPERS' VESTED RIGHTS TO RESIDENTIAL DEVELOPMENT ALLOTMENTS UNDER MEASURE B

5.01. Applicability of Measure B to Specific Plan. Developers acknowledge that the provisions of Measure B are applicable to the Specific Plan area.

5.02. Allocation of Residential Development Allotments to Specific Plan.

(a) Affordable Housing Authorizations. As provided above in Section 4.06, City has allocated one hundred thirty-one (131) Affordable Housing Authorizations in connection with senior-restricted and non-senior restricted Affordable Housing Units.

(b) RDA Allotment Pool. On _____, the City Council adopted Resolution _____ finding that a total of ____ Residential Development Allotments ("RDA's") are currently unutilized in the five-year allotment pool for previously unused RDA's ("RDA

Allotment Pool”). City hereby allocates seven hundred and fifty (750) RDA’s from City’s RDA Allotment Pool, for use by Developers for the construction of market-rate residential units in the Specific Plan, as described in more detail in **Exhibit E**.

(c) Future RDA Allotments. City hereby allocates 150 RDA’s arising in 2023 for use in that year or later, 200 RDA’s arising in 2024 for use in that year or later, and 83 RDA’s arising in 2025 for use in that year or later, as set forth in more detail in **Exhibit E** and subject to adjustment as described therein. Developers may elect to use the RDA allocation for market-rate, high-density housing, or other forms of housing construction.

(d) Effect of Development Agreement. Except as otherwise provided in this Agreement, the provisions of the Measure B Ordinance shall apply to the above-mentioned Residential Development Allotments; provided however that this Agreement shall govern in the event of any conflict.

5.03 Deadline for Applying for and Obtaining Building Permits.

(a) Any RDAs or Affordable Housing Authorizations allocated to Developers in any particular year as described in **Exhibit E** that are not used in the designated year shall remain in the pool available to each Developer and may be used in one or more subsequent years, up to and including 2029. All such deferrals of unused RDA’s and Affordable Housing Authorizations to later years shall be automatic, without requiring any notice by Developers, other than notice for the transfer of RDA’s, as described in Section 5.04.

(b) All RDA’s and Affordable Housing Authorization will be deemed used if City issues a building permit for the RDA prior to December 31, 2029. Thereafter, the RDA shall continue in force so long as the building permit remains in force, as it may be extended pursuant to this Agreement, the Measure B Ordinance, and customary City procedures for such extension.

(c) The deadlines in this Section 5.03 shall be subject to extension pursuant to Section 11.05. In addition, the deadlines in this Section 5.03 shall be extended automatically, without any action by Developers, for the term of any moratorium or other restriction, whether direct or indirect, and whether instituted by City or another party, that delays Developers’ ability to develop the Subject Property or construct the Major Public Improvements, or that interferes with City’s ability to issue building permits or other City approvals required for such development, construction or use.

5.04. Use of Residential Development Allotments for Specific Plan.

(a) Neither RDA’s, nor Affordable Housing Authorizations, may be transferred, except (a) in connection with the sale of a portion of the Subject Property to a Subsequent Landowner that assumes all of the obligations of the Developer under this Agreement as

provided in Article 9 and whereby the amount and location of RDA's is set forth as provided in subsection (b) below, or (b) among two or more of Developers herein by written agreement and in conformance with future development approvals by City covering the involved projects. Any attempt by Developers to sell, assign, pledge, transfer or otherwise divest of an RDA or Affordable Housing Authorization except as provided for in this Section 5.04 or in **Exhibit E** shall be void and shall have no force and effect. Any RDA or Affordable Housing Authorization relinquished by a Developer shall be returned to the pool described in **Exhibit E** and made available to the other Developers or to Subsequent Landowners for use on the Subject Property. RDA's and Affordable Housing Authorizations are not transferable to Mortgage Lenders except as specifically provided in Section 9.08.

(b) Exhibit E allocates RDA's by year among the Subject Property for each Developer. As described in Section 5.03, each Developer may automatically defer its use of RDA's allocated to that Developer to a later year. If any Developer transfers a portion of the Subject Property, but not its entire project, to a Subsequent Landowner, the notice to City required under Section 9.01(a) shall indicate which portion of the project and which specific RDA's, and from which Phase or portion thereof, are being transferred to the Subsequent Landowner.

ARTICLE 6 APPLICANT'S VESTED RIGHTS CONCERNING ENTITLEMENT AND PERMIT PROCESSING

6.01. Subsequent Approvals.

(a) Subject to Developers' compliance with this Agreement and the procedural requirements contained in City's ordinances, Dixon General Plan, the Specific Plan, and Existing Land Use Regulations, City agrees to timely process and consider applications for land use and building entitlements, including, but not limited to the following (collectively, "Subsequent Approvals"): design review, planned development plans, PUD development plans, variances, site development plans, subdivision improvement plans and agreements, building plans and permits, specifications, landscape plans, grading plans and permits, parcel maps, tentative subdivision maps, final subdivision maps (including phased final subdivision maps), amendments to maps, lot line adjustments, covenants for easements, re-subdivisions, use permits and certificates of occupancy reasonably necessary or desirable to accomplish the goals, objectives, policies, standards, and plans described in the Collective Standards. City will comply with the processing time limits specified by California Government Code section 65920 et seq. (the "Permit Streamlining Act"), CEQA, and Government Code section 66410 et seq. (the "Subdivision Map Act").

(b) Subsequent Approvals shall also include any applications, permits and approvals required to complete the infrastructure and improvements necessary to develop the Subject Property in accordance with the Specific Plan, both on and off the Subject Property, in accordance with the Collective Standards, including, without limitation, those related to: (i) clearing the Subject Property; (ii) grading the Subject Property; (iii) construction of roads, storm drainage facilities, sewer facilities, and other utility facilities and connections; (iv) construction of water production and delivery facilities and storage tanks; and construction of all structures and facilities accessory thereto subject to the limitations set forth in the Collective Standards.

(c) Subsequent tentative subdivision maps may be subject to the provisions of Government Code section 66473.7 relating to the availability of water supply for large subdivisions, as applicable as provided therein.

6.02 City's Right to Withhold Subsequent Approvals. Notwithstanding Section 6.01, City reserves the right to withhold any Subsequent Approvals if any portion of the Project or proposed development of the Subject Property fails to conform to the Collective Standards or other requirements imposed pursuant to City's exercise of its Reserved Powers.

6.03 Timely Processing by City Staff. Subsequent Approvals shall be processed and considered by City on a timely basis, and provided Developer complies with the following: (1) City may reasonably determine that additional information is required in accordance with CEQA in connection with such Subsequent Approvals, and in such case, Developer shall reimburse City for any personnel and consultant costs to process the Subsequent Approvals in an expeditious manner; (2) applications for Subsequent Approvals must be submitted to City during the term of this Agreement; and (3) the requesting Developer shall not be in default under any material terms or condition of this Agreement.

6.04 Term of Vesting Tentative Maps. City and Developers agree that the term of all Vesting Tentative Maps attached or incorporated into this Agreement shall be extended to coincide with the term of this Agreement, in accordance with Government Code section 66452.6.

ARTICLE 7 CITY'S RESERVED POWERS; APPLICANT'S OBLIGATIONS RELATED TO CERTAIN PUBLIC IMPROVEMENTS; FINANCING DISTRICTS

7.01. Reserved Powers Relating to Project Entitlements and Approvals.

City shall have the following Reserved Powers, and may take the following actions, which shall not be limited by Developers' vested rights under Article 4:

(a) To grant or deny applications for land use entitlements and approvals for the Subject Property, including but not limited to Subsequent Approvals that have not been approved as of the Effective Date, subject to and consistent with any limitations or other provisions of the Existing Land Use Regulations and Collective Standards;

(b) To approve or disapprove subdivision maps, parcel maps or boundary line adjustments on the Subject Property that are not a part of the Approved Entitlements, subject to and consistent with the limitations and other provisions of the Existing Land Use Regulations and Collective Standards;

(c) To apply design and construction requirements for specific public improvements to serve the Subject Property, so long as such requirements are not inconsistent with the Existing Land Use Regulations and the Collective Standards; and

(d) To adopt and apply property transfer and/or excise taxes; and

(e) To adopt regulations to protect City and its residents from an immediate adverse risk to health and safety, including, but not limited to, lack of sufficient sewer, water or drainage facilities; and

(f) To adopt or increase any fees, charges, assessments or special taxes expressly provided for by the terms of this Agreement, or which are not expressly prohibited by the terms of this Agreement;

(g) To adopt or undertake enforcement of land use regulations, ordinances, policies, programs, or resolutions to comply with State or federal laws or regulations, provided that in the event that such State or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, such provision or provisions shall be modified or suspended as may be necessary to comply with such State or federal laws or regulations;

(h) To adopt land use regulations, ordinances, policies, programs or resolutions after the Effective Date that are not in conflict with, or are less restrictive than, the terms and conditions for development of the Subject Property established by this Agreement or otherwise applicable Existing Land Use Regulations; and

(i) To adopt land use regulations, ordinances, policies, programs, resolutions or fees after the Effective Date that are in conflict with the Existing Land Use Regulations, but which are either expressly made not applicable to the Subject Property or are consented to by Developers either through amendment of this Agreement or by separate document.

City may exercise the above Reserved Powers through City's elected or appointed officials or employees, or directly by the electorate acting through the initiative process.

7.02. City's Reserved Powers Relating to Existing Land Use Regulations.

(a) If the Dixon Zoning Ordinance or Dixon Subdivision Ordinance is amended after the Effective Date to authorize greater densities and intensity of use on any or all of the Subject Property or greater maximum height and size of buildings on the Subject Property, the amended portions of the Dixon Zoning Ordinance or Dixon Subdivision Ordinance that take effect after the Effective Date shall not apply to the development of any portion of the Subject Property unless those amended provisions expressly state that they are intended to apply to the Subject Property. If the proposed amendment does not so expressly state, Developers may reasonably request for the City, in its reasonable discretion, to modify the proposed ordinance to clearly apply to the Subject Property.

(b) Developers shall have no right to incorporate any revisions to the Dixon Zoning Ordinance that authorize greater intensity of uses or densities, and such revisions shall not apply to development of the Subject Property, unless the ordinance expressly states that they are intended to apply to the Subject Property, or Developers requests for such provisions to apply and City in its reasonable discretion agrees.

7.03. City's Reserved Powers Relating to Further Approvals. The Existing Land Use Regulations may require further approvals by City to implement the Project. These reviews include, but are not limited to, financial actions, such as the adoption of Financing Districts, to implement the various plans for infrastructure and services for the Specific Plan, the monitoring and implementation of environmental mitigation measures adopted for the Specific Plan, design review of structures and signs, and CEQA review of other projects throughout the build out of the Specific Plan. Nothing in this Agreement shall be deemed to limit or expand the legal authority of City with respect to such discretionary approvals, which authority shall be a Reserved Power, to be exercised consistent with this Agreement. Developer further acknowledges that revisions over time may be needed for City's Water Master Plan, Sanitary Sewer Master Plan, and the Financing Plan, to ensure adequate infrastructure planning and financing. Such revisions may be accomplished by City staff without amendment of this Agreement, as "minor deviations" pursuant to Section 10.02.

7.04. City's Reserved Powers to Enforce Collective Standards. City expressly reserves the right to enforce any and all ordinances, regulations, conditions, restrictions, policies, procedures which are included in, or related to, any terms and conditions applicable to the development of the Subject Property under the Collective Standards. City may enforce such provisions in any manner provided for by law or by ordinance notwithstanding the provisions of this Agreement. City's election to enforce such ordinances, regulations, conditions, restrictions, policies, procedures in any manner

provided for by law or by ordinance shall not constitute an election of remedies by City. City expressly reserves the right to invoke the default provisions of this Agreement as an additional remedy to enforce its rights in connection with such matters.

7.05. Developers' Obligations as to Certain Improvements; Reimbursements.

(a) Major Public Improvements. Subject to the step-in rights of other Developers set forth in Section 7.08, the Master Developer shall be responsible for constructing the Major Public Improvements, as discussed in Section 4.05, and as further described and shown in **Exhibit B**.

(b) Flexible Grant. At the time of issuance of each building permit for one of the one thousand one hundred eighty-three (1,183) single-family market rate houses in the Specific Plan area, such applicable Developer shall make a cash grant to City of \$3,515 for that house (but not for Affordable Housing Units). Beginning one (1) year after the Effective Date, the grant shall be adjusted on the next January 1 and annually thereafter to reflect changes in the Consumer Price Index. Developers agree that City may use the grant for any public purpose, in City's sole and reasonable discretion. If a proposed final map is not approved by City for any reason, or is not accepted for recording by the County Recorder for any reason and is not recorded, any payment made for that map under this Section 7.05(b) shall be refunded to the applicable Developer within ten (10) days after City receives a written request for such refund following the disapproval.

(c) Railroad Grade Separation. At the time of issuance of each building permit within the Specific Plan area, each Developer shall pay the following amounts related to the grade separation connecting Pitt School Road to State Route 113 (the "Grade Separation Fees"). This payment shall be in addition to any other lawfully established extraction or fee for purposes of traffic mitigation and improvement, other than those established to pay for the grade separation itself:

- (1) \$4,650 for each market-rate, single-family unit;
- (2) \$2,125 for each Affordable Housing Unit; and
- (3) \$0.44 per net square foot of building space intended for commercial or professional use.

The Grade Separation Fees listed above are estimates based on the best information available to the parties at the time of execution of this Agreement. This information estimates that the total cost of the grade separation project will be approximately \$15,852,270, as of 2019. City expects to continue to refine the cost of the grade separation project, and the Grade Separation Fees shown above shall be subject to adjustment on a prospective basis (i.e., refinements in the cost of the grade separation project may result in higher or lower Grade Separation Fees, but these changes will not

apply retroactively to Grade Separation Fees already paid in connection with previously issued building permits for the Specific Plan area).

The Grade Separation Fees listed above shall be increased prospectively by four percent (4%) per year effective each July 1 and beginning on July 1, 2019, to cover anticipated cost increases and to ensure sufficient funding for the grade separation project; provided, the Grade Separation Fees shall be subject to adjustment up or down to reflect the actual percentage change in the cost estimate as it is refined from time to time.

By way of example, if the \$15,852,270 estimate increases by 5% in September 2019 and then by another 10% in September 2020, the single-family low-density Grade Separation Fee would change over time as follows:

$$7/1/20: \$4,650 + 3\% = \$4,789.5$$

$$7/1/21: \quad \quad + 3\% = \$4,933.2$$

$$9/1/21: \$4,650 + 5\% = \$4,882.5 \text{ (adjustment based on actual estimate)}$$

$$7/1/22: \quad \quad + 3\% = \$5,029$$

$$7/1/23: \quad \quad + 3\% = \$5,179.8$$

$$9/1/23: \$4,882.5 + 10\% = \$5,370.8 \text{ (readjustment based on actual estimate)}$$

(d) Mitigation for Loss of Agricultural Land. The Collective Standards require that Developers mitigate the loss of agricultural land resulting from development of the Specific Plan area. Compliance with this requirement shall be subject to the following:

(i) Developers shall acquire fee title to or a conservation easement on land for agricultural mitigation on a 1-for-1 ratio to replace each acre developed that is identified as Prime Farmland. Land acquired by Developer as mitigation for the loss of Swainson's Hawk habitat may be counted toward Developers' agricultural land mitigation obligation on a 1-for-1 basis to the extent allowable by the applicable conservation easement.

(ii) All land shall be in active and ongoing agricultural use, and shall not be subject to any other conservation easements.

(iii) Developers may resell the land to an agricultural operator or any party so long as Developers obtain a conservation easement acceptable to City over the land. Developers shall grant a permanent conservation easement over all land acquired in fee, or shall transfer the conservation easement obtained by Developers to an agency acceptable to City. The easement shall be subject to review and approval by the City Attorney.

(iv) Acquisition of the land or recordation of a conservation easement shall be completed as to each final map or site plan prior to the issuance of the first grading permit within that final map or that improvement plan. City acknowledges that, in connection with the 2005 Development Agreement: (1) JEN has satisfied mitigation for 157.8 acres of Swainson's Hawk habitat and agricultural conservation; in addition, JEN has an additional 70 acres of Swainson's Hawk habitat and agricultural conservation mitigation, pending close of escrow; (2) Ryder has satisfied mitigation for 19.24 acres of Swainson's Hawk habitat and agricultural conservation, and (3) ASB has satisfied mitigation for 62.7 acres of Swainson's Hawk habitat and agricultural conservation.

(e) Quimby Act and Parkland Dedication. Developer and City intend that neighborhood parks shall be built so that parks generally are available as new residents arrive in new neighborhoods. To achieve this mutual purpose, Developer shall develop parks in accordance with the Phasing Plan described in **Exhibit B** attached hereto. Upon completion of the public parks contemplated by this Agreement, Developer shall dedicate the parkland and park improvements constituting such public parks to the City in exchange for credits or reimbursements under the Quimby Act or City's parkland impact fees, as applicable.

(f) Dwelling Unit Equivalents. City will use reasonable effort to convert fees per acre listed in this Section to a "dwelling unit equivalent" calculation where necessary. Unless and until that conversion is complete, Developers will pay any per unit/acre fee identified.

(g) Prevailing Wages. Developers shall be solely responsible for determining whether the construction of any or all of the improvements required in connection with the Specific Plan area trigger the obligation to pay prevailing wages under State or federal law. To the extent the payment of prevailing wages is required, Developers will ensure that the requirements of State and federal law are complied with fully. Developers shall indemnify City in connection with all prevailing wage determinations.

7.06 Reimbursements for Oversizing.

(a) **Impact Fee Credits**. Developer's costs for installing Major Public Improvements may be credited towards the applicable AB 1600 fee (storm, water, sewer, etc.) or reimbursable to the extent the applicable City AB 1600 account has adequate funds to reimburse Developer. Maximum reimbursable amounts are shown in **Exhibit H**,

and may be adjusted from time to time as City's AB 1600 program is updated. Each Developer installing such eligible Major Public Improvements shall be entitled to fee credits upon the completion of those improvements specified in **Exhibit H**, which are included in City's impact fee program and which would otherwise have been constructed or paid for by City. Such Developer shall be entitled to credits against the fee that City would otherwise have collected from such Developer as all or a part of the program designed to fund the cost of such improvements. In addition, Developers expressly acknowledge that no portion of the Grade Separation Fee shall be credited or reimbursed unless the entire grade separation project has been completed, in accordance with City's approved plans and specifications.

(b) Specific Plan Area Reimbursements. For backbone improvements other than those entitled to AB 1600 Fee credits or reimbursements, or for improvements that are not financed through a Financing District, JEN shall qualify for reimbursement from any owner of Subject Property or other Developer benefitting from the installation of such improvements listed in the Public Facilities Financing Plan attached hereto as **Exhibit F**. City may adopt a Specific Plan area fee to calculate the applicable pro rata share of Plan Area major backbone infrastructure, as calculated and apportioned in the Public Facilities Financing Plan and relative to each parcel of Subject Property. In imposing such fees, City shall utilize the methodology for allocating pro rata share of improvements identified in the Financing Plan. Reimbursement may be provided directly from the owner abutting such improvements or from a Financing District, if such Financing District includes such properties and includes funds for the construction of such improvements. In no event, however, shall facilities financed through a Financing District be reimbursed through a Specific Plan area fee. With regard to Highway Commercial, Community Commercial and Employment Center land use designations, City may revise the Specific Plan area fee or Financing District special tax burden applicable to such properties to the extent needed to establish an overall tax and fee burden comparable to the existing commercial or retail market in Solano County.

(c) Project-Specific Reimbursements. In cases where a Developer installs collector roads or other improvements that abut Subject Property owned by third persons or other Developers, such Developer shall be entitled to receive a reimbursement from the benefited property's owner for the pro rata cost of such project-specific improvements that exceed the Developer's obligation thereof.

(d) Reimbursement Agreements. In-lieu of the Specific Plan area fee, or for project-specific reimbursements, each Developer may enter into one or more reimbursement agreements with City and other Developers at the time such Developer completes and installs the qualifying improvements. The reimbursement agreements shall identify the properties benefitting from the work, the total reimbursement such Developer is eligible to receive, and the formula or other method for determining the payment obligation attributable to each benefited property. City shall use its best efforts

to impose the obligation to pay such reimbursement, as a condition of developing the benefited property, at the time such property owner requests a discretionary approval or other such entitlement from City for development of the benefited property. Such reimbursement shall be due and payable either upon the issuance of a grading permit on the benefited property, recordation of a final map for the benefited property, or receipt of funds from a Financing District or mechanism that is formed by or includes such benefited property. City may reasonably defer payment of such reimbursement to building permit issuance. Developers acknowledge that reimbursement payments are connected to the development of benefited property, and that if the identified benefited property is not developed, City shall have no obligation to provide or pass through such reimbursement from that property.

(e) Land Dedication. The fair market value of land conveyed pursuant to the Phasing Plan for the (a) Community Park, (b) Neighborhood Park, (c) Fire Station, and (d) Well Facilities shall be reimbursed from fees already paid or credited against fees otherwise owed by City. In addition, City shall use its best efforts to ensure that future developers in the Specific Plan area but outside the Subject Property contribute to the fair market value of land conveyed for the West Pond, in proportion to their fair share of drainage need served by the basins. Reimbursement or credits shall be given to the applicable Developer making each dedication.

(f) Limitation. Any City obligation to credit Developers shall be issued solely from the impact fee category specifically identified in connection with the impact fee credit. Developers agree that City's obligations do not constitute a general debt of the City. Developers' ability to receive reimbursement shall in all cases be strictly limited to the availability and adequacy of the specified account of the applicable impact fee category, and City makes no representation or warranty that such funding source will be adequate to provide full reimbursement to Developers. The restrictions of this Section shall not apply to City's obligation to reimburse grant payments for lack of a recorded final map pursuant to Section 7.05(b).

(g) Survival. City's obligation to impose, collect and pass through reimbursements from benefitting properties, or to provide fee credits under this Section 7.06 and **Exhibit H**, and Developers' right to receive such reimbursements and fee credits, shall survive termination or expiration of this Agreement, but shall expire twenty (20) years following either (i) completion of each public improvement qualifying for reimbursement or fee credit or (ii) expiration or termination of this Agreement, whichever is earlier.

7.07. Financing Districts.

(a) Formation Proceedings. City and Developers shall cooperate in good faith to establish one or more Financing Districts pursuant to Gov. Code section 53311 et seq.,

or any alternative, equivalent financing mechanism requested by Developer and approved by City, consistent with the Approved Entitlements and Collective Standards. The Financing District boundary, or boundary plus future annexation area, shall include the entire Subject Property, unless the Parties agree otherwise in writing. City shall use good faith and diligent efforts to establish and implement a Financing District, including conducting all proceedings for the establishment of such Financing District, the adoption of all resolutions, ordinances and orders, and recording of maps, notices, releases, and the conduct of all hearings, elections and other public meetings required to levy the special taxes and, as appropriate, provide for the issuance of bonds. Developers shall cooperate with City in the formation of such Financing Districts, including the timely submission of petitions, ballots, waivers and consents. Such Financing Districts, upon formation, shall comply with the provisions of this Agreement and State law. Developer understands that the formation of Financing Districts or other financing mechanism may be subject to public hearings and other requirements of State law and that City cannot agree to limit its discretion in creating such districts in advance of the legal process for the formation of such districts.

(b) Termination of Proceedings. Developer shall have the right, consistent with state law, to discontinue proceedings prior to the formation of a Financing District at any time if Developer demonstrates that it has alternative financing in place, in a form acceptable to City, to finance the improvements and services proposed to be included in the Financing District, as shown on **Exhibit G**.

(c) Eligible Facilities. Developers agree to form a Financing District to finance the design, acquisition or construction of improvements that may be lawfully financed under State law, as shown in **Exhibit G** (the “Eligible Facilities”). The Financing District shall not be used to finance facilities, or such portions thereof, that are subject to City’s AB 1600 Fee program. The financing of Eligible Facilities with bonds shall be subject to approval of the City Council, based on the unqualified written opinion of nationally recognized bond counsel that the interest on the bonds will be tax exempt. The Parties agree that in connection with the issuance of bonds, Developer and City will enter into a funding and acquisition agreement in a form reasonably acceptable to City’s bond counsel, setting forth, among other things, the procedures for and mechanism by which Developer will be reimbursed out of available proceeds of bonds for Eligible Facilities constructed or paid for by Developers.

(d) Bonds. If a Financing District is formed to finance the Eligible Facilities, City and Developer shall cooperate to issue bonds, the proceeds of which shall be used to finance the Eligible Facilities or to reimburse Developer for constructing and installing such improvements, to the extent the Eligible Facilities may be financed utilizing this method of financing. City, in consultation with Developer and City’s bond counsel, financial advisors and underwriters, shall determine the series, amounts, timing and terms of the issuance and sale of bonds. Subject to the state of development of the Subject

Property and prevailing bond market conditions, the timing of the sale of bonds shall be coordinated, as closely as possible, with the phasing of the development of the Subject Property to provide financing for the Eligible Facilities in a timely fashion to meet the needs of the respective phases of development of the Project. If necessary, bonds may be issued in series to help correspond to such phases. Developers agrees to assist the City in the issuance of bonds by providing financial and development information reasonably required for due diligence and disclosures relating to the issuance of bonds and to provide for any required continuing disclosures under applicable securities laws.

(e) Financing District for Maintenance and Services. Developers agree to include the Subject Property into a Financing District, or an alternative, equivalent financing mechanism proposed by Developer and approved by City, in City's reasonable discretion, to finance ongoing services and maintenance of public improvements including drainage basins, landscaping, streets, public services and other facilities and public services necessary to serve the Project, as described in **Exhibit G** ("Eligible Services"). The special tax rate for Eligible Services on the Subject Property shall be determined according to a Rate and Method of Apportionment of Special Taxes and in accordance with City's adopted policies and procedures regarding Financing Districts.

(f) Financing District Costs and Participation. Developers shall provide advance funding to City for City's actual, out-of-pocket costs incurred in forming a Financing District, the sale of bonds, and any other costs and expenses associated with a Financing District ("Financing District Costs"). The provisions for funding Financing District Costs may be set forth in a separate, advanced funding agreement between City and each Developer proposing to develop a portion of the Project in the Subject Property. The Parties agree that City shall not form any Financing District that levies an undeveloped land tax. Participation in any Financing District (or providing alternative financing) may be required as a condition to recording a final map, when development of such portion of the Subject Property is reasonably anticipated to proceed.

(g) Notification of Fees, Taxes and Assessments. If one or more Financing Districts are formed to finance Eligible Facilities and Eligible Services, each Developer shall provide actual notice to potential homeowners or subsequent property owners, in compliance with all applicable legal requirements, of any and all fees, taxes, and assessments to be charged to all purchasers of real property interests in the Project. Each Developer shall provide potential homeowners or subsequent property owners with a written and itemized notice of such projected costs and the manner in which they will be charged to the potential homeowner or subsequent property owner, to be signed by the potential homeowner or property owner. Each Developer shall retain a copy of each signed notice in Developer's files for at least five (5) years following the date of such notice, and shall provide a copy of any signed notice to City, upon sixty (60) days written request from City.

7.08. Step-In Right of Developers. If Master Developer fails to use its commercially reasonable, diligent efforts to pursue construction of the Major Public Improvements pursuant to the terms of this Agreement, including but not limited to completing defined portions of the Major Public Infrastructure by the milestones set forth in Exhibit B-1, subject to Force Majeure, or if construction of the Major Public Improvements is discontinued for more than thirty (30) consecutive days following commencement, except for such delays due to failure to construct in the winter months in accordance with standard industry practice and Force Majeure events, then, any other Developer may, but shall not be obligated to, step in and proceed with or take over the construction of such Major Public Improvements in accordance with the procedure set forth in this Section 7.08 ("Step-in-Rights"). If a Developer exercises its Step-in-Rights, as of the effective date of such exercise, Master Developer shall cease performing the work on the Major Public Improvements and Developer will assume all construction obligations of Master Developer hereunder. To facilitate the implementation of such Step-in-Rights, Master Developer shall exercise commercially reasonable efforts to require each contractor and subcontractor for the design and construction of the Major Public Improvements, in its contract or in a separate assignment, to agree to Developer as the contracting party thereunder upon exercise of Developer's Step-in-Rights.

ARTICLE 8

CITY'S RESERVED POWERS RELATING TO AB 1600 FEES, REGULATORY PROCESSING FEES, UTILITY SERVICE FEES, TAXES AND ASSESSMENTS

8.01. City's Reserved Powers to Modify Existing AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees. City reserves the right to modify (increase or decrease) all AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees which are in existence on the Effective Date and which apply, or may apply, to the Subject Property or development of the Project, subject to the limitations of Section 8.05 below.

8.02. City's Reserved Powers to Adopt and Collect New AB 1600 Fees, Regulatory Processing Fees and Utility Service Fees. City reserves the right to adopt and impose new AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees which apply, or may apply, to the Specific Plan area on the Subject Property or development of the Subject Property, subject to the limitations of Section 8.05 below.

8.03. City's Reserved Powers to Adopt and Collect Taxes and Special Assessments that are a Lien on the Subject Property. City reserves the right to adopt and impose new taxes and special assessments against the Subject Property, or development on the Subject Property, or to increase existing taxes or assessments, subject to the limitations of Section 8.05 below.

8.04 City's Reserved Powers and Remedies Regarding Any Default in Payment of Taxes, Assessments, AB 1600 Fees, Regulatory Processing Fees and Utility Rates or Fees. City expressly reserves the right to enforce any and all laws, ordinances and regulations relating to taxes, assessments, AB 1600 Fees, Regulatory Processing Fees, and Utility Rates or Fees and may do so in any manner provided for by law or by ordinance, notwithstanding the default provisions of this Agreement. The election of City to enforce such laws, ordinances or regulations, in any manner provided for by law or by ordinance, shall not constitute an election of remedies by City. City expressly reserves the right to invoke the default provisions of this Agreement as an additional remedy to enforce its rights in connection with such matters.

8.05. Limitations on City's Ability to Impose or Increase Exactions.

(a) Notwithstanding any other provision in this Agreement, no additional fee, tax, dedication or other exaction shall be imposed regarding the following topics, on the Subject Property, or on the construction of any improvements required on the Subject Property:

- (1) Affordable housing or high-density housing, except as provided in Section 4.06;
- (2) Railroad grade separation project connecting Pitt School Road to State Route 113, except as provided in Section 7.05(c);
- (3) Mitigation for loss of agricultural land, except as provided in Section 7.05(d); and
- (4) Construction or equipping of a fire station and related improvements on the site designated in Phase 1.

(b) No fee, tax or other monetary exaction shall be imposed as authorized under this Article 8, unless it is uniformly imposed on all similar properties or land uses, on a City-wide basis.

8.06. Transportation Impact Fees. City is in the process of updating its transportation impact fee pursuant to AB 1600 requirements. Developers agree to pay \$10,000 per residential unit prior to any building permit issued before City's adoption of the updated transportation impact fee. In the event the City Council adopts a revised transportation impact fee that is less than \$10,000 per residential unit, each Developer who made such advance payment shall be reimbursed or provided impact fee credits in accordance with the amount of such overpayment. Building permits issued thereafter shall be subject to the adopted transportation impact fee, as amended.

ARTICLE 9
TRANSFERS OF PROPERTY AND RELEASE FROM
DEVELOPERS' LIABILITIES; RIGHTS AND DUTIES OF MORTGAGE LENDERS

9.01. Sale of Subject Property by Developers and Assumption of Rights.

(a) Each Developer that is not in Default under this Agreement shall have the right to sell, assign, or transfer in whole or in part the Subject Property to any person, corporation, partnership, or limited liability company at any time during the term of this Agreement without the prior consent of City, provided, however, that both the selling Developer and the Subsequent Landowner who acquires title to any portion of the Subject Property as a result of said sale shall notify City of such sale, assignment or transfer by providing City with written notice thereof in the manner provided in this Agreement, including the provisions of Section 9.02 below, not more than thirty (30) days following the date when the deed or deeds affecting said sale are recorded in the Official Records of Solano County.

(b) Subject to Section 9.07, to the extent reimbursements or fee credits from City or any third party are required pursuant to Article 7, all such reimbursements and credits will be provided to Developers that earned such reimbursements or credits regardless of a sale, assignment or transfer of a portion of the Subject Property. Fee credits may be transferred and used in relation to any development on the Subject Property.

(c) If the sale, assignment or transfer involves a portion of the Subject Property, the notice required under this Section 9.01 shall specify which of the RDA's allocated to the selling Developer pursuant to Article 5 and **Exhibit E** are transferred to the Subsequent Landowner. If the notice does not so specify, City may treat all RDA's allocated to that project as deemed transferred to the Subsequent Landowner for use as and when authorized by this Agreement.

9.02 Release of Liability upon Assumption by Subsequent Landowner.

(a) A Subsequent Landowner shall not be eligible to apply for, receive, or exercise any rights under this Agreement or any Approved Entitlements, and the selling Developer shall remain obligated to perform all of the terms and conditions of this Agreement following said sale, assignment or transfer, unless and until all of the following conditions have been satisfied:

(1) The Subsequent Landowner acquiring any portion of the Subject Property shall deliver to the City Clerk the following documents:

(i) an express written agreement, in recordable form and approved as to form by the City Attorney, which approvals shall not be unreasonably

withheld, in which the Subsequent Landowner agrees to contractually assume and be bound by all of the obligations of the selling Developer under this Agreement with respect to the portion of the Subject Property which is sold, assigned or transferred by the selling Developer to the Subsequent Landowner, and

(ii) a true copy of the recorded deed under which the selling Developer conveyed its interest in a portion of the Subject Property to the Subsequent Landowner, and

(iii) a designation of the name and address to which future notices to the Subsequent Landowner may be given as provided in Section 1.09.

(2) The City Manager reasonably determines that the proposed assignee is financially responsible and capable to assume the obligations of the selling Developer under this Agreement applicable to the portion of the Subject Property transferred, which determination shall not be unreasonably withheld or delayed. Failure of the City Manager to respond within fifteen (15) business days of receiving documentation from the selling Developer or the proposed assignee regarding the Subsequent Landowner that is reasonably sufficient for the City Manager to make the determination called for under this subsection shall be deemed to constitute acceptance for purposes of this subsection.

Provided the foregoing requirements are met, the Subsequent Landowner shall be entitled to exercise any rights under this Agreement or any of the Approved Entitlements. Assumption of such Developer's obligations under this Agreement shall be deemed to be to the satisfaction of the City Attorney if an Assignment and Assumption Agreement substantially in the form attached hereto as **Exhibit J** is fully completed and executed by the selling Developer and the Subsequent Landowner.

(b) If the selling Developer or Subsequent Landowner fails to provide City with timely notice of sale, assignment or transfer as required by Section 9.01, or fails to comply fully with the conditions set forth in this Section 9.02, the selling Developer shall remain obligated under this Agreement until such notice is given, or until the conditions set forth in this Section are satisfied, whichever is or are applicable.

(c) In order to provide assurance to the selling Developer and any prospective Subsequent Landowner prior to their close of escrow that the Subsequent Landowner will be able to assume the selling Developer's rights and the selling Developer will be relieved of its obligations under this Agreement, City agrees to cooperate with the Parties as necessary to provide such assurance, which may be conditioned on satisfaction of the requirements of this Article 9.

9.04. Recordation of Assumption Agreement. The City Clerk shall cause to be recorded in the Official Records of Solano County any assumption agreement received that has been approved as to form by the City Attorney.

9.05. Termination and Release of Parcels.

(a) **Single Family Parcels.** This Agreement shall automatically terminate without any further action by Developer or City, or need to record any additional document, and this Agreement shall be of no further force or effect as to any single-family residence and the lot or parcel upon which such residence is located after all of the following has occurred: (i) a Certificate of Occupancy has been issued for the unit; (ii) the unit has been sold to an individual for that individual's personal use (whether personal occupancy, rental or resale); (iii) all AB 1600 Fees, Regulatory Processing Fees, Utility Rates or Fees, and assessments or taxes applicable to the lot being released which are then due and payable have been paid; and (iv) all Financing Districts have been formed and the unit is included in the boundaries of such Financing Districts. This termination shall not relieve Developers or any Subsequent Landowners of the obligation to comply with the Collective Standards applicable to the lot or the use of the lot being released;

(b) **High Density Residential and Non-Residential Parcels.** This Agreement may be terminated, at the election of the then property owner, with respect to any legally subdivided lot or parcel in the Specific Plan area upon which a high density residential (whether market rate or affordable) or non-residential building has been constructed in accordance with the terms of this Agreement and for which Certificates of Occupancy have been issued for all units in the building, by giving written notice to City of its election to terminate the Agreement on such parcel. This termination shall not be effective unless and until all AB 1600 Fees, Regulatory Processing Fees, Utility Rates or Fees or assessment or tax liens applicable to the lots or parcel being released have been paid. Such termination shall also not relieve such Developer or Subsequent Landowner of the obligation to comply with the Collective Standards applicable to the lot or parcel.

(c) **Notice of Termination.** City and Developers agree to execute, notarize and provide any documentation reasonably required by a title company, lender or other entity to verify termination of the Agreement as described in this Section.

9.06 Sale or Assignment When a Developer is in Default.

(a) If any Developer is in Default under this Agreement at the time of the sale, assignment or transfer of any Subject Property subject to this Agreement, the execution of an assumption agreement shall not relieve the assigning Developer of its obligations herein and City reserves the right, in its reasonable discretion, to disapprove the assignment of this Agreement.

(b) If any Developer is in Default under this Agreement at the time of said sale, assignment or transfer, such Developer shall remain jointly and severally obligated with the Subsequent Landowner with respect to the Default under the terms of this Agreement until said Default is fully cured by Developer or the Subsequent Landowner.

9.07 Property.

(a) Any Mortgage Lender who comes into possession of the Subject Property, or any portion thereof, pursuant to a foreclosure of a Mortgage, or deed in lieu of such foreclosure, or any other party that acquires title to the property in question at a foreclosure sale (a "Foreclosure Purchaser") shall not be eligible to apply for, receive, or exercise any rights under this Agreement or any of the land use entitlements listed in **Exhibit C**, which were vested in its predecessor in title prior to the time that the Mortgage Lender or Foreclosure Purchaser comes into possession, until the Mortgage Lender or Foreclosure Purchaser contractually assumes all of the obligations of its predecessor in title under this Agreement with respect to such property, including those obligations which accrued prior to the time that the Mortgage Lender or Foreclosure Purchaser came into possession of such property. The Mortgage Lender or Foreclosure Purchaser shall be entitled to RDA's only upon approval of such assumption as provided in this Section 9.07.

(b) Any such assumption by the Mortgage Lender in possession and title or the Foreclosure Purchaser shall be to the satisfaction of and in a form acceptable to the City Attorney, and shall be effective when the Mortgage Lender or Foreclosure Purchaser executes and delivers to the City Clerk an express agreement to contractually assume all of the obligations of its immediate predecessor in title under this Agreement with respect to all of the Subject Property, or portion thereof, to which it has come into possession.

(c) The execution of such an assumption agreement by a Mortgage Lender or Foreclosure Purchaser shall not relieve the Developer or Subsequent Landowner whose obligations are assumed by the Mortgage Lender or Foreclosure Purchaser from any of such obligations under this Agreement, including those which have accrued or may continue to accrue under the terms of this Agreement following the Mortgage Lender's or Foreclosure Purchaser's assumption of those obligations.

(d) Any assumption agreement executed by a Mortgage Lender or Foreclosure Purchaser under this Agreement shall be deemed to be to the satisfaction of the City Attorney if executed and appropriately acknowledged substantially in the form of the Assignment and Assumption Agreement provided for in **Exhibit J**; provided that any such Mortgage Lender's or Foreclosure Purchaser's Assumption Agreement must be approved as to form by the City Attorney prior to the recordation thereof by the City Clerk, which approval shall not be unreasonably withheld.

(e) Notwithstanding the provisions of Section 9.01, in the event any Mortgage Lender or Foreclosure Purchaser comes into possession of any portion of the Subject

Property pursuant to foreclosure of a Mortgage or by a deed in lieu of such foreclosure or at a foreclosure sale, upon the Mortgage Lender or Foreclosure Purchaser giving City notice of such action together with evidence satisfactory to the City Attorney that the Mortgage Lender or Foreclosure Purchaser has legal title to the portion of the Subject Property, all reimbursements or fee credits attributed to the portion of the Subject Property involved will be provided to the Mortgage Lender or Foreclosure Purchaser and then to any Subsequent Landowner taking title from the Mortgage Lender or Foreclosure Purchaser. Developers agree that in such a situation the Developer that otherwise might have a claim to the reimbursements or fee credits shall not have any right to such reimbursements or fee credits and shall waive any right to pursue any cause of action against City related to such reimbursements or fee credits.

9.08. Notice of Default to Mortgage Lender, Right of Mortgage Lender to Cure.

(a) If City receives notice from a Mortgage Lender requesting a copy of any notice of Default given to any Developer hereunder and specifying the address for service thereof, City shall deliver to such Mortgage Lender, concurrently with service thereof to Developers, any notice given to such Developer with respect to any claim by City that such Developer has committed a Default, or any determination by City that such Developer is not in compliance with the terms of this Agreement, and City shall likewise serve notice of such noncompliance on such Mortgage Lender concurrently with service thereof on such Developer. Such Mortgage Lender shall have the right (but not the obligation) for a period of sixty (60) days after the receipt of such notice from City to cure or remedy, or to commence to cure or remedy, the Default claimed or the areas of noncompliance set forth in City's notice. If the Default or such noncompliance is of a nature which can only be remedied or cured by such Mortgage Lender upon obtaining possession, such Mortgage Lender shall seek to obtain possession with diligence and continuity through a receiver or otherwise, and shall thereafter remedy or cure the Default or noncompliance within sixty (60) days after obtaining possession.

(b) If any such Default or noncompliance cannot, with diligence, be remedied or cured within such sixty (60) day period, then such Mortgage Lender shall have such additional time as may be reasonably necessary to remedy or cure such Default or noncompliance if such Mortgage Lender commences the cure during such sixty (60) day period, and thereafter diligently pursues completion of such cure to the extent possible.

(c) Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to permit or authorize any Mortgage Lender to undertake or continue construction or completion of any improvements in the Specific Plan area (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed such Developer's obligations hereunder, in the manner specified in this Agreement.

ARTICLE 10 AMENDMENT

10.01. Major Amendment.

(a) Subject to the provisions of this Agreement, this Agreement may be amended by the mutual consent of City and Developers or Subsequent Landowners, in accordance with the Development Agreement Law.

(b) Any amendment shall require the signature of each owner at the time of the amendment of any portion of the Subject Property to the extent the amendment modifies the Agreement as to that owner's property or adversely modifies the rights or obligations of that owner. Such amendment shall also require the signature of each Mortgage Lender holding an interest to the extent that the amendment modifies the Agreement as to the property in which the Mortgage Lender has an interest. City in its discretion may require the participation of all Developers in any amendment.

10.02. Minor Deviations. Minor deviations to this Agreement, the Collective Standards or Existing Land Use Regulations applicable to the Subject Property and allowed under this Agreement, may be approved by City staff, in their reasonable discretion pursuant to the provisions of the Collective Standards or Existing Land Use Regulations, and shall not require amendment to this Agreement. If City and Developers mutually agree that minor clarifications or adjustments are appropriate, they shall effectuate such clarifications, changes or adjustments through an operating memorandum approved by the Parties with the City Manager acting on behalf of City, and such operating memorandum shall become effective immediately. City may enter into an operating memorandum with some or all Developers provided that such operating memorandum does not infringe on any rights to the other Developers provided herein. After execution, the operating memorandum shall be attached to this Agreement and may be further changed and amended from time to time as necessary by subsequent written approval of the Parties.

ARTICLE 11 ANNUAL REVIEW; ESTOPPEL; DEFAULT

11.01. Annual Review. City shall perform an annual review of this Agreement, in accordance with the Development Agreement Law, within sixty (60) days of each anniversary date of the Effective Date. If City fails to complete such annual review within such date, Developers shall be deemed to have good faith substantial compliance with this Agreement. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Agreement as provided under the Development Agreement Law. A finding by City of good faith compliance with this

Agreement shall conclusively determine such good faith compliance only up to and including the date of such review. City may charge, and Developers agree to pay, a fee for such annual review to defray the cost of City to process and conduct such annual review, including all staff costs, consultant fees, and attorney fees.

11.02. Estoppel Certificate. Each Developer may, from time to time by written notice to City, request that City certify in writing as follows: (1) this Agreement is in full force and effect and a binding obligation of the Parties; (2) Developer is not in default in the performance of its obligations or, if in default, then describing the nature of any such defaults; and (3) this Agreement has not been amended, or if amended then identifying the amendments ("Estoppel Certificate"). The City Manager shall be authorized to execute such Estoppel Certificate. City shall be required to determine compliance and either (a) deliver an Estoppel Certificate, or (b) explanation any alleged noncompliance within ninety (90) days after receiving Developer's request. If City fails to timely respond, Developer may prepare its own Estoppel Certificate stating that City has not responded to such request and is therefore deemed to have certified that the statements in clauses (1) through (3) of this subsection are true. Any person may rely on such deemed certification, and City shall not challenge or dispute Developer's Estoppel Certificate. City may charge the requesting Developer a fee to defray the cost of City to process and prepare an Estoppel Certificate.

11.03. Default Proceedings.

(a) In the event of an alleged Default by any Party to this Agreement, the Party alleging Default shall give the Party or Parties allegedly in Default no less than sixty (60) days' notice in writing specifying the nature of the alleged Default and the manner in which the Default may be cured. During such sixty (60) day notice period, the Party charged with Default shall not be considered in Default for purposes of termination of this Agreement or the institution of legal proceedings.

(b) If any Party is in Default, and such Default proximately causes delays in any other Party's performance under this Agreement, said delay in performance caused by the Default shall not constitute a Default by the Party whose performance was thereby delayed.

(c) A finding of Default may also arise in the course of City's regularly scheduled periodic review of this Agreement pursuant to Section 11.01, in which event City shall give the above-mentioned notice to the allegedly defaulting Developer.

(d) After notice and expiration of the sixty (60) day period, if such Default has not been cured or is not being diligently cured in the manner set forth in the notice, the Party alleging the Default may, at its option, either:

(1) institute legal proceedings to obtain any judicial relief other than monetary damages, including but not limited to a writ of mandate, specific performance, or injunctive relief; or

(2) give notice to the Party allegedly in Default of its intent to terminate this Agreement. In the event said notice of intent to terminate is given, it shall be served upon the Party who is allegedly in Default, as provided in Section 1.09.

(e) Following the issuance of any notice of intent to terminate, the City Manager shall schedule such matter for consideration and review at a hearing before the City Council. Said review shall be conducted not later than sixty (60) calendar days after the date upon which such notice was served. Notice of said review hearing shall be given by the City Clerk of City, as provided in Government Code Section 65868. Both the Party alleging the existence of a Default and the Party alleged to be in Default may present evidence at said review hearing.

(f) After considering the evidence presented in said review hearing before the City Council, and the findings, if any, made by the City Council in reference to said evidence, the Party alleging the Default may then give written notice of termination of this Agreement to the party who is allegedly in Default; provided, however, Developers may only give notice of such termination with respect to the portion of Subject Property in which the Developer owns an interest and City may only give such notice with respect to the portion of the Subject Property in which the Party in Default owns an interest. If a Developer alleges City is in default, such Developer may give notice of termination or institute legal proceedings as specified in this Section without a hearing before the City Council, only if City fails to follow the procedures for such hearing.

(g) A notice of termination given under this Section is effective to terminate the obligations of the Party giving such a notice under the provisions of this Agreement only if a Default has occurred and such Default would, as a matter of law, authorize the Party giving the notice to terminate its obligations under this Agreement. Once a Party alleging Default has given a notice of termination, it may institute legal proceedings to obtain a declaratory judgment determining that it is entitled to terminate its obligations under this Agreement.

(h) In addition to all other notices that may be specified, all notices required under this Section 11.03 shall also be given to every Party to this Agreement by mail as provided in Section 1.09.

11.04. Withholding of Permits. City may, in its reasonable discretion, refuse to issue or withhold any permit or entitlement, including without limitation a building permit, sign permit, grading permit or Certificate of Occupancy for any structure or other improvement within the Subject Property, if any one of the Developers who is the owner of the property

upon which said building or improvements are proposed to be constructed, has defaulted or is allegedly in default pursuant to this Article.

11.05. Enforced Delay, Extension of Times of Performance.

(a) Notwithstanding any other provision of this Agreement, a failure to perform by any Party hereunder shall not be deemed to be a default where delays or alleged defaults are directly caused by war, insurrections, strikes, walkouts, riots, floods, acts of terrorism, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than City, the enactment of conflicting state or federal laws or regulations, new environmental regulations enacted by the State or federal government, or litigation that precludes or significantly delays development of the Subject Property as contemplated by this Agreement,

(b) Developers must provide City written notice of any event listed above, upon which they intend to seek an extension of time for any delay, not later than thirty (30) days after the commencement of said event or its discovery, whichever is later. The failure of Developers to do so within said thirty (30) day period shall constitute a waiver of their right to do so at a later date.

(c) Any extension of time for a delay listed above shall be granted in writing by City not later than sixty (60) days following the receipt of the request of Developers, and shall be for the period of the enforced delay as reasonably determined by City, or for a longer period as may be mutually agreed upon by the requesting party and City. Developers shall have the burden of demonstrating to City, by credible evidence that they are entitled to an extension of time by reason of the causes for delays, or alleged defaults, specified above.

ARTICLE 12 LEGAL RELATIONS OF PARTIES

12.01. Drafting. This Agreement shall be interpreted as if drafted by both Parties and therefore shall not be interpreted in favor of or against any Party as drafter.

12.02. Invalidity of Agreement; Severability. If this Agreement in its entirety is determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment. If any provision of this Agreement shall be determined by a court to be invalid and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable by said federal or state statute, then the invalid portions shall be reasonable severed by the mutual agreement of the Parties, and the remaining provisions shall continue in full force and effect.

12.03. Indemnification. In the event any legal action or special proceeding is commenced by any person or entity other than any Developers hereto, challenging this Agreement or any provisions herein, or seeking to overturn or invalidate any approval granted pursuant to this Agreement, City may elect to tender its defense to Developers, and, in such event, Developers shall indemnify, defend (with counsel acceptable to City) and hold City harmless from and against all damages, costs and expenses incurred in the defense of such lawsuit, including, but not limited to, attorney's fees and expenses of litigation awarded to the prevailing party or parties in such litigation. Developers shall not settle any lawsuit without the consent of City if such settlement would involve monetary damages or admissions of liability by City. City shall act in good faith, and shall not unreasonably withhold consent to settle.

12.04. Venue of Legal Proceedings. All legal or equitable actions or proceedings in which Developers, a Subsequent Landowner, or both, and City are adverse parties shall be filed in and maintained in the Superior Court of Solano County. Such action or proceeding shall not be filed in nor removed to any Federal District Court by any Party thereto unless said Federal District Court has exclusive jurisdiction over all or some portion of the action or proceeding and said action or proceeding cannot be filed or maintained in the Solano County Superior Court. No Party to such action or proceeding may seek a change of venue to another Superior Court unless such a change in venue is mandatory and required by law.

12.05. Limitation of Damages. In addition to any other rights or remedies, City, Developers and any Subsequent Landowner may institute legal or equitable proceedings to cure, correct or remedy any act of Default, to specifically enforce any covenant or agreement herein (including, without limitation, the timely processing and approval of any Subsequent Approvals), and to enjoin any threatened or attempted violation of the provisions of this Agreement.

NOTWITHSTANDING THE FOREGOING, AND EXCEPT AS OTHERWISE MAY BE EXPRESSLY PROVIDED IN THIS AGREEMENT, CITY, DEVELOPERS, AND EACH SUBSEQUENT LANDOWNER, BY EXECUTION OF THIS AGREEMENT, OR BY ASSUMPTION OF THE OBLIGATIONS OF THIS AGREEMENT, OR BY ACQUISITION OF AN INTEREST IN THE SUBJECT PROPERTY, COLLECTIVELY AGREE TO WAIVE ANY AND ALL RIGHTS TO SEEK MONETARY DAMAGES FROM ANY OTHER PARTY TO THIS AGREEMENT AS A RESULT OF ANY ALLEGED BREACH OF SUCH PARTY'S OBLIGATIONS HEREUNDER; PROVIDED, HOWEVER, NOTHING HEREIN SHALL PREVENT ANY PARTY TO THIS AGREEMENT FROM SEEKING MONETARY DAMAGES IN ANY ACTION AGAINST ANOTHER PARTY TO THIS AGREEMENT THAT DOES NOT ARISE SOLELY BY REASON OF A DEFAULT OF THIS AGREEMENT, AND COULD BE MAINTAINED BY THAT PARTY AGAINST THE OTHER PARTY WITHOUT REFERENCE TO ANY DUTY OR OBLIGATION OF THE OTHER PARTY UNDER THIS AGREEMENT. IT IS THE EXPRESS AGREEMENT

OF THE PARTIES, AND THEIR SUCCESSORS IN INTEREST AND THEIR SUCCESSORS IN TITLE, THAT JUDICIAL REMEDIES AND THE RECOVERY OF ATTORNEYS' FEES, OTHER THAN RECOVERY OF MONETARY DAMAGES, AND TOGETHER WITH THE RIGHTS OF TERMINATION PROVIDED FOR IN THIS AGREEMENT, ARE REASONABLE AND ADEQUATE TO PROTECT THE INTERESTS OF THE PARTIES TO THIS AGREEMENT IN THE EVENT OF A DEFAULT UNDER THE TERMS OF THIS AGREEMENT.

12.06. Attorney's Fees and Costs. In any proceeding filed by City, Developers or any Subsequent Landowner to enforce the provisions of this Agreement against any other Party, or to seek injunctive relief or declaratory relief against any other Party, the prevailing Party shall recover its reasonable attorney's fees, costs of court and expenses of litigation.

ARTICLE 13 TERMINATION OF AGREEMENT FOR OTHER THAN DEFAULT

13.01. Termination upon Completion of Development. This Agreement shall terminate upon the expiration of the term or when the Subject Property has been fully developed in accordance with this Agreement and the applicable Developers' obligations in connection herewith are satisfied as determined by City, or as provided in Section 9.05. Upon termination of this Agreement and upon receipt by City of a written request from any person whose interest or interests in the Subject Property may be affected by the provisions of this Agreement, City shall record a notice that the Agreement has been terminated, which notice shall be in a form approved by the City Attorney.

13.02. Effect of Termination upon Developer Obligations. Termination of this Agreement as to the Developers of the Subject Property or any portion thereof shall not affect any of the Developers' obligations to comply with the Collective Standards, other than those contained solely in this Agreement, including but not limited to the Dixon General Plan, ordinances and regulations, and the terms and conditions of any planned development ordinance, subdivision map, or other land use entitlements approved with respect to the Subject Property, nor shall it affect any other covenants or any other development requirements specified in this Agreement to continue after the termination of this Agreement , or obligations to pay assessments, liens, fees or taxes.

13.03. Effect of Termination upon City Obligations. Upon any termination of this Agreement as to the Developers or Subsequent Landowner of the Subject Property, or any portion thereof, the terms and conditions specified in the Collective Standards which are fully vested in Developers or Subsequent Landowner as provided in Section 4.01 shall no longer be vested hereby with respect to the property affected by such termination, and

City shall no longer be limited by the terms and conditions of this Agreement to make any changes or modifications to such Collective Standards applicable to such property.

ARTICLE 14 GENERAL PROVISIONS

14.01 Gender of Terms. Masculine, feminine, or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

14.02 Effect of Waiver. No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or provided by law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or by law. Any waiver of any provision of this Agreement must be reduced to writing and signed by both parties before it will be effective.

14.03. Interpretation. The Parties acknowledge and agree that (i) each Party has actively participated in the drafting, preparation and negotiation of this Agreement; (ii) each Party has consulted with their own, independent legal counsel, and such other advisors as each Party has deemed appropriate relative to the matters contemplated in this Agreement; (iii) each Party and their legal counsel and advisors have reviewed this Agreement; (iv) each Party has agreed to enter into this Agreement following such review and the rendering of advice; and, as a result, (v) any rule of construction to the effect that ambiguities are to be resolved against the drafting Parties shall not apply in the interpretation of this Agreement, or any portions hereof, or any amendments hereto.

14.05. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes all prior discussion, negotiations, and agreements whether oral or written.

14.06. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

14.07. Successors and Assigns. This Agreement inures to the benefit of, and is binding on, the Parties and their respective heirs, personal representatives, successors, and assigns.

14.08 Captions. The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.\

14.09 Joint and Several Liability. If any Developer consists of more than one person or entity, each such person and entity shall be jointly and severally liable as to that Developer only.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as of the Effective Date set forth above.

CITY:

City of Dixon, a California municipal corporation

By: _____
Thom Bogue, Mayor

DEVELOPERS:

JEN California 6, LLC, a California limited liability company

By: _____
Clifton Taylor, Vice President

ATTEST

City Clerk

Ryder Family Rentals, LLC, a California limited liability company

Ryder Homes of California, Inc., a California corporation

By: _____
N. Jay Ryder, President

APPROVED AS TO FORM

Douglas L. White, City Attorney

Andrews Dixon, LLC, a California limited liability company

By: _____

Name: _____

Its: _____

**EXHIBIT A-1:
APN's of the Subject Property**

As of the Effective Date, JEN owns fee or equitable title to approximately 324.14 gross acres of Subject Property, comprising Phases 1, 2, 3 and 4 of the Phasing Plan, identified as the following Solano County APNs:

**0114-011-010, 0114-011-150, 0114-012-040, 0114-012-030, 0114-020-010,
0114-040-040, 0114 031 050, 0114 154 060, 0114 011 160, and 0114-012-010
(8.66-acre portion), 0114 012 050, and 0114 012 060**

As of the Effective Date, Ryder owns fee or equitable title to approximately 19.24 gross acres of the Subject Property, comprising Phase 1A of the Phasing Plan, located at 450 and 500 South Lincoln Street, Dixon, CA 95620, and identified as the following Solano County APNs:

0114-040-020, and 0114-040-030

As of the Effective Date, ASB owns fee or equitable title to approximately 73.92 gross acres of Subject Property, comprising the portion of Phase 5 of the Phasing Plan east of Batavia Road, identified as the following Solano County APNs:

0114-011-030, 0114-011-040, and 0114-012-010

Total: 417.3 gross acres

**EXHIBIT A-2:
Legal Descriptions for the Subject Property**

DESCRIPTION
DIXON, CALIFORNIA

REAL PROPERTY, SITUATE IN THE INCORPORATED TERRITORY OF THE CITY OF DIXON, COUNTY OF SOLANO, STATE OF CALIFORNIA, CONSISTING OF FIFTEEN (15) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL 1 (APN 0114-011-040)

PARCEL ONE (DN 2006-089600)

ALL OF LOT 35 AND THAT PORTION OF LOT 34, AS SHOWN ON THE MAP ENTITLED: "MAP OF SUBDIVISION OF MAYES HOME PLACE, SOLANO COUNTY, CAL.", FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, JANUARY 17, 1912, IN BOOK 4 OF MAPS, PAGE 7, LYING SOUTHEASTERLY OF THE SOUTHEASTERLY LINE OF THE STATE HIGHWAY X-SOL-7-1, AS DESCRIBED IN DEED FROM ELMER E. YOUNG AND WIFE TO STATE OF CALIFORNIA, DATED MAY 22, 1945 RECORDED DECEMBER 19, 1945 IN BOOK 334, OFFICIAL RECORDS, PAGE 231, SERIES NO. 13909;

EXCEPTING FROM PARCEL ONE:

1. THAT PARCEL OF LAND DESCRIBED IN DEED FROM MANUEL BRAZIL, ET UX, TO JOE GEORGE, ET UX, DATED NOVEMBER 8, 1946, RECORDED NOVEMBER 25, 1946 IN BOOK 356 OF OFFICIAL RECORDS, PAGE 396, SERIES NO. 16646, LYING WITHIN LOT 34 AS DEFINED ABOVE.
2. THAT PARCEL OF LAND DESCRIBED IN DEED FROM MANUEL BRAZIL, ET UX, TO JOE GEORGE, ET UX, DATED FEBRUARY 19, 1954 RECORDED FEBRUARY 23, 1954 IN BOOK 705 OF OFFICIAL RECORDS, PAGE 121, SERIES NO. 2620.
3. THAT PORTION CONVEYED BY MANUEL BRAZIL, ET UX, TO STATE OF CALIFORNIA BY DEED DATED FEBRUARY 16, 1960 RECORDED APRIL 5, 1960 IN BOOK 1022 OF OFFICIAL RECORDS, PAGE 93, SERIES NO. 6614;
4. THAT PORTION CONVEYED BY MANUEL BRAZIL, ET UX, TO JOE GEORGE, ET UX, BY DEED DATED APRIL 20, 1960, RECORDED APRIL 22, 1960 IN BOOK 1024, PAGE 556, SOLANO COUNTY OFFICIAL RECORDS, SERIES NO. 7936.
5. THE PARCEL OF LAND CONVEYED IN THE DEED FROM MANUEL BRAZIL, ET UX, TO BARRY SPICAK, ET UX, DATED DECEMBER 13, 1963, RECORDED JANUARY 14, 1964 IN BOOK 1245 OF OFFICIAL RECORDS, PAGE 540, SERIES NO. 1223.

PARCEL 2 (APN 0114-011-030)

LOTS 50 AND 51, AS SHOWN ON THE MAP ENTITLED: "MAP OF THE MAYES HOME PLACE", LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MOUNT DIABLO BASE AND MERIDIAN, SOLANO COUNTY, ADJOINING THE TOWN OF DIXON, FILED IN THE OFFICE OF THE RECORDER OF SOLANO COUNTY, CALIFORNIA, ON JANUARY 17, 1912 IN BOOK 4 OF MAPS, PAGE 7.

PARCEL 3 (APN 0114-011-010)

LOT NO'S. 33, 36 AND 49 ALL AS LAID DOWN AND DELINEATED ON A CERTAIN MAP ENTITLED: "MAP OF SUBDIVISION OF THE MAYES HOME PLACE, LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, MDB&M, SOLANO COUNTY, CALIFORNIA, ADJOINING THE TOWN OF DIXON, E.N. EAGER AND J.W. MEREDITH, SURVEYORS". SAID MAP HAVING BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER OF SOLANO COUNTY, ON THE 17TH DAY OF JANUARY, 1912, IN BOOK 4 OF MAPS, AT PAGE 7, SOLANO COUNTY RECORDS.

EXCEPTING THEREFROM:

ALL HYDROCARBONS AND OTHER MINERALS BELOW A DEPTH OF FIVE HUNDRED (500) FEET WITHOUT RIGHTS OF SURFACE ENTRY AS RESERVED IN THE GRANT DEED EXECUTED BY MADELINE GEORGE, ET AL, RECORDED JUNE 30, 1987 IN BOOK 1987, PAGE 90136, SOLANO COUNTY RECORDS.

PARCEL 4 (APN 0114-011-150)

PARCELS A AND 2 ON THE CLARK PARCEL MAP, DATED MAY 2011, AND FILED FOR RECORD IN THE OFFICE OF THE SOLANO COUNTY RECORDER ON SEPTEMBER 20, 2011, IN BOOK 50, OF PARCEL MAPS AT PAGE 14, AS DOCUMENT NO. 2011-83034.

PARCEL 5 (APN 0114-012-040)

LOTS 32, 37, 48 AND 53 AS SHOWN ON THE MAP ENTITLED THE MAYES HOME PLACE, FILED JANUARY 17, 1912, BOOK 4 OF MAPS, PAGE 7, SOLANO COUNTY RECORDS.

PARCELS 6 AND 7 (APN 0114-012-010) (APN 0114-012-050)

PARCEL ONE (DN 2011-107453)

LOTS THIRTY ONE (31) AND THIRTY EIGHT (38), AS THE SAME ARE SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF THE MAYES HOME PLACE", LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B. & M., SOLANO COUNTY CALIFORNIA, ADJOINING THE TOWN OF DIXON, E.N. EAGER AND J.W. MEREDITH, SURVEYORS, SAID MAP HAVING BEEN

FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SOLANO COUNTY ON
THE 17TH DAY OF JANUARY, 1912 IN BOOK 4 OF MAPS, PAGE 7.

PARCEL 8 (APN 0114-012-060)

PARCEL TWO (DN 2011-107453)

LOT FORTY-SEVEN (47), AS SHOWN ON THE MAP ENTITLED "MAP OF THE
SUBDIVISION OF THE MAYES HOME PLACE", LOCATED IN SECTIONS 14, 15, 22
AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B. & M., SOLANO COUNTY
CALIFORNIA, ADJOINING THE TOWN OF DIXON, E.N. EAGER AND J.W. MEREDITH,
SURVEYORS, FILED ON THE 17TH DAY OF JANUARY, A.D. 1912 SOLANO COUNTY
RECORDS.

PARCEL 9 (APN 0114-012-030)

PARCEL ONE (DN 2018-015331)

LOT NUMBER 54 AS LAID DOWN AND DELINEATED ON A CERTAIN MAP ENTITLED
"MAP OF THE SUBDIVISION OF THE MAYES HOME PLACE, LOCATED IN SECTIONS
14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B. & M., SOLANO
COUNTY CALIFORNIA, ADJOINING THE TOWN OF DIXON, E.N. EAGER AND J.W.
MEREDITH, SURVEYORS FILED JANUARY 17, 1912, BOOK 4 OF MAPS, PAGE 7,
SOLANO COUNTY RECORDS.

PARCEL 10 (APN 0114-020-010)

PARCELS TWO AND THREE (DN 2018-015331)

PARCEL TWO:

BEGINNING AT A POINT WHICH IS 40 CHAINS DUE SOUTH FROM THE NORTHEAST
CORNER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B.&M., SAID
POINT BEING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF
SECTION 22, SAID TOWNSHIP AND RANGE, AND BEING IN THE CENTER OF COUNTY
ROAD NO. 124; THENCE RUNNING DUE WEST 40 CHAINS ALONG THE QUARTER
SECTION LINE TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID
SECTION 22; THENCE RUNNING DUE SOUTH 15 RODS ALONG THE QUARTER SECTION
LINE; THENCE RUNNING DUE EAST 40 CHAINS TO THE EAST LINE OF SAID
SECTION 22; AND THENCE RUNNING DUE NORTH 15 RODS TO THE NORTHEAST
CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 22 AND TO THE POINT
OF COMMENCEMENT.

PARCEL THREE:

BEGINNING AT A POINT WHICH IS 40 CHAINS 15 RODS DUE SOUTH FROM THE
NORTHEAST CORNER OF SECTION 22, TOWNSHIP 7 NORTH, RANGE 1 EAST,
M.D.B.&M., SAID POINT BEING 15 RODS DUE SOUTH OF

THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 22, IN SAID TOWNSHIP AND RANGE, AND BEING IN THE CENTER OF COUNTY ROAD NO. 124; THENCE RUNNING DUE WEST AND PARALLEL WITH THE QUARTER SECTION LINE, A DISTANCE OF 40 CHAINS TO THE WEST LINE OF SAID SOUTHEAST QUARTER OF SECTION 22; THENCE RUNNING DUE SOUTH 35 RODS ALONG THE QUARTER SECTION LINE TO THE NORTHWEST CORNER OF LAND BELONGING TO EDWARD ROBINSON WATSON; THENCE RUNNING DUE EAST, ALONG THE NORTH LINE OF LAND BELONGING TO EDWARD ROBINSON WATSON, A DISTANCE OF 40 CHAINS TO THE EAST LINE OF SAID SECTION 22, AND THENCE RUNNING DUE NORTH 35 RODS, ALONG THE EAST LINE OF SAID SECTION 22 TO THE POINT OF BEGINNING.

PARCEL 11 (APN 0114-031-050)

LOT 58 AS LAID DOWN AND DELINEATED ON A CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF THE MAYES HOME PLACE, LOCATED IN SECTIONS 14, 15, 22 AND 23, TOWNSHIP 7 NORTH, RANGE 1 EAST, M.D.B. & M., SOLANO COUNTY CALIFORNIA, ADJOINING THE TOWN OF DIXON, E.N. EAGER AND J.W. MEREDITH, SURVEYORS, FILED JANUARY 17, 1912, BOOK 4 OF MAPS, PAGE 7, SOLANO COUNTY RECORDS. SAID MAP HAVING BEEN FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAID SOLANO COUNTY ON THE 17TH DAY OF JANUARY, 1912.

PARCEL 12 (APN 0114-040-040)

PARCEL ONE:

LOT 55, AS SHOWN ON THE MAP OF MAYES HOME PLACE, JANUARY 17, 1912 IN BOOK 4 OF MAPS, PAGE 7, SOLANO COUNTY RECORDS.

PARCEL 13 AND 14 (APN 0114-040-030) (APN 0114-040-020)

(DN 2018-044036)

LOT 46, AS SHOWN ON THAT CERTAIN MAP ENTITLED "MAP OF THE SUBDIVISION OF THE MAYE'S HOME PLACE", FILED IN THE OFFICE OF THE SOLANO COUNTY RECORDER ON JANUARY 17, 1912 IN BOOK 4 OF MAPS AT PAGE 7.

PARCEL 15 (APN 0114-154-060)

PARCEL TWO (DN 2018-006330)

THE WESTERLY PART OF LOT FIFTY-SIX (56) MAYES HOME PLACE, MAP OF WHICH WAS FILED IN THE RECORDER'S OFFICE OF SOLANO COUNTY, JANUARY 17, 1912, IN BOOK 4 OF MAPS, PAGE 7. BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 56, AND EXTENDING THENCE NORTH ALONG THE CENTER LINE OF PRUNE STREET, 10.090 CHAINS TO THE NORTHWEST CORNER OF SAID LOT 56; THENCE EAST ALONG THE NORTHERLY BOUNDARY LINE OF SAID LOT 56, 10.348 CHAINS;

THENCE SOUTH 00° 01' WEST, 10.125 CHAINS TO THE SOUTHERLY BOUNDARY LINE OF SAID LOT 56; THENCE NORTH 9° 48' WEST, ALONG SAID SOUTHERLY BOUNDARY LINE 10.346 CHAINS TO THE POINT OF BEGINNING.
EXCEPTING FROM PARCEL TWO:

THE FOLLOWING DESCRIBED PARCEL OF LAND:
BEGINNING AT THE SOUTHWEST CORNER OF LOT 56, AS HEREINBEFORE REFERRED TO; THENCE FROM SAID POINT OF BEGINNING, SOUTH 89° 48' EAST ALONG THE SOUTHERLY LINE OF SAID LOT 56, A DISTANCE OF 127.00 FEET; THENCE LEAVING THE SOUTHERLY LINE OF SAID LOT 56, NORTHERLY PARALLEL TO THE WESTERLY LINE OF SAID LOT 56, A DISTANCE OF 68.00 FEET; THENCE NORTH 89° 48' WEST PARALLEL TO THE SOUTHERLY LINE OF SAID LOT 56; A DISTANCE OF 127.00 FEET TO THE WESTERLY LINE OF SAID LOT 56; THENCE SOUTHERLY ALONG THE WESTERLY LINE OF SAID LOT 56, A DISTANCE OF 68.00 FEET TO THE POINT OF BEGINNING.

END OF DESCRIPTION



Joel Garcia

JOEL GARCIA, P.L.S.
L.S. NO. 5285
04-17-2019

EXHIBIT B-1:
Phasing Summary of Backbone Infrastructure and Facilities
Narrative Description
Southwest Dixon Specific Plan

The Southwest Dixon Specific Plan encompasses 518 gross acres in the southwest portion of the City of Dixon. The Specific Plan allows for the logical and orderly development of 1,365 housing units, a 42-acre employment center, 21 acres of community commercial space, 11 acres of highway commercial space, 23 acres of public parks, and a fire station.

This Amended and Restated Development Agreement covers a portion – approximately 417.3 gross acres – of the Specific Plan area, to provide for the logical and orderly development of up to 1,314 housing units (1,183 market rate units, plus 131 affordable units), 20.6 acres of community commercial space, 5.6 acres of highway commercial space, and the fire station site, in accordance with the Specific Plan and the Collective Standards. In addition, pursuant to the Collective Standards the Subject Property will provide a total of 32.6 acres of neighborhood and regional parks.

The following is a description of facilities included in each phase of construction to support the implementation of the Southwest Dixon Specific Plan. Facilities will be constructed by the Master Developer, subject to step-in rights provided by this Agreement, or unless specified otherwise below or by separate agreement:

PHASE 1

Parklane Well Capacity Improvements

Prior to occupancy of any building in the Subject Property, an additional 840 gpm of capacity shall be established at the Parklane well pump station to serve the Project.

Off-Site Utilities

Off-Site Utility extensions south of the Project, consisting of utilities in conformance with the Southwest Dixon Specific Plan, the City of Dixon and Solano County standards, generally including the following:

- Approximately 2,900 linear feet of storm drain pipeline and related improvements from West A Street/Pitt School Road intersection, south along Pitt School Road, including the West/East facilities in South Parkway Blvd, and then following along the alignment of the future Parkway Boulevard, crossing the Union Pacific Railroad right of way and discharging to the City of Dixon's Pond A facility;

- Approximately 5,450 linear feet of sanitary sewer pipeline and related improvements from the West A Street/Pitt School Road intersection, south along Pitt School Road, and then following along the alignment of the future Parkway Boulevard, crossing the Union Pacific Railroad right of way and connecting to the City of Dixon's existing sanitary sewer pipeline at the intersection of Parkway Boulevard and Valley Glen Drive. The scope includes elimination of the existing sewer lift station at West A Street/Pitt School Road and landscaping of the former lift station area;
- Approximately 5,200 linear feet of potable water pipeline and related improvements from the West A Street/Pitt School Road intersection, south along Pitt School Road, and then following along the alignment of the future Parkway Boulevard, crossing the Union Pacific Railroad right of way and connecting to the City of Dixon's existing potable water pipeline at the intersection of Parkway Boulevard and Valley Glen Drive;
- Reconstruction of roadway improvements as necessary to accommodate the off-site utility extensions within Porter Road, Pond A access roads, and Parkway Boulevard.

Pitt School Road – *south of Project*

Pitt School Road improvements south of the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan, the City of Dixon and Solano County standards, generally including the following:

- Approximately 1,300 linear feet of 32-foot wide reconstructed roadway improvements consisting of 2 travel lanes and bike lanes from the southern boundary of the Project to the future intersection with Parkway Boulevard to facilitate the construction of utilities;
- Roadway improvements including grading, pavement section, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, and related improvements.

Pitt School Road – *south of Project in unincorporated County*

Prior to [_____ e.g., issuance of a certificate of occupancy for the first residential building permit for Village 3], Pitt School Road improvements south of the Project from Parkway Boulevard to Porter Road shall be installed, consisting of roadway improvements in conformance with Solano County's approved interim geometry, including grading, pavement section, striping and related improvements. The final geometry of this roadway shall be included in City's programming and construction schedule for the Parkway overcrossing project.

Pitt School Road – *within Project*

Pitt School Road improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 3,150 linear feet of a 133 to 145-foot right of way of new roadway improvements consisting of 4 travel lanes (50-foot width total), bike lanes (14-foot width total) and a median (16-foot width or 5-foot width plus 11-foot turn lane) from 300 feet south of the center line of West A Street to the southern boundary of the Project;
- Approximately 250 linear feet of a 126-foot right of way of new roadway improvements consisting of 4 travel lanes, bike lanes and a median from West A Street to 300 feet south of the center line of West A Street;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

Decommission and remove the existing sanitary sewer pump station located at the northwest corner of the Pitt School Road and West A Street intersection.

South Parkway

South Parkway improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 3,950 linear feet of an 81 to 162-foot right of way of new roadway improvements consisting of 2 travel lanes and bike lanes from Evans Road to South Lincoln Street;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

South Lincoln Street – *full improvements*

South Lincoln Street improvements within Phase 1 – Village 1 and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 560 linear feet of a 53-foot right of way of new roadway improvements consisting of 2 travel lanes within Phase 1 – Village 1;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

South Lincoln Street – *western improvements*

South Lincoln Street improvements adjacent to Phase 1 – Villages 2 and 4 and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 1,420 linear feet of the western half of a 53-foot right of way of new roadway improvements consisting of 2 travel lanes adjacent to Phase 1 – Villages 2 and 4;
- Roadway improvements including grading, pavement section, western curb and gutter, western sidewalk, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

Off-Site Sanitary Sewer Capacity

Developer is to conduct a capacity analysis of the existing off-site sanitary sewer trunk mains east of Highway 113 and south of Parkway Boulevard. The analysis will identify at which phase of the Specific Plan the existing available capacity within the existing 27" and 42" trunk mains are exceeded. That phase of the Specific Plan will be responsible to construct the 27" Sewer Trunk Line Rehabilitation project, CIP 315-109, in order to increase the available capacity required for the Specific Plan.

Neighborhood Park.

The Project will provide a 4.8-acre Neighborhood Park site, which will be irrevocably dedicated to City simultaneously with approval of the first final subdivision map for Phase 1. Developer shall construct park improvements, by separate agreement to be negotiated addressing City's approval of plans, and reimbursements to Developer.

Fire Station Site.

The Specific Plan contains a minimum 0.75-acre Fire Station site, which will be irrevocably dedicated to City or DFPD simultaneously with approval of the first final subdivision map for Phase 1.

PHASE 2

City of Dixon Potable Water Well

Potable water well and booster pump, located on an approximately 1.4-acre site, at the intersection of Evans Road and South Parkway in conformance with the City of Dixon standards.

West Pond Facility

West Pond 8.7-acre detention / retention basin located east of Batavia Road at the southern boundary of the Project in conformance with the Collective Standards, and including the storm drain pipeline from West Pond to North Parkway.

West A Street

West A Street improvements adjacent to and serving land within the Project, consisting of the southern half of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 1,700 linear feet of the southerly 77.5 feet of a 116.5-foot right of way of new roadway improvements consisting of 4 travel lanes, east bound bike lane and full median from the Interstate – 80 off ramp to Evans Road;
- Roadway improvements including grading, southern pavement section, southern curb and gutter, southern sidewalk, southern street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;

- Utility improvements including storm drainage, electrical, natural gas, tele-communications, street lighting, undergrounding of existing overhead utility lines and removal of existing poles and related improvements.
- Traffic Signals at Gateway Drive, Evans Road and Pitt School Road or as specified in the traffic mitigation phasing study.

Evans Road

Evans Road improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 1,230 linear feet of a 133-foot right of way of new roadway improvements consisting of 4 travel lanes, bike lanes and a median from West A Street to North Parkway;
- Approximately 1,350 linear feet of a 98-foot right of way of new roadway improvements consisting of 2 travel lanes, bike lanes and a median from North Parkway to South Parkway, including the connection to South Parkway;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

Gateway Drive

Gateway Drive improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 1,200 linear feet of a 133-foot right of way of new roadway improvements consisting of 4 travel lanes, bike lanes and a median from West A Street to North Parkway;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, tele-communications, street lighting, and related improvements.

North Parkway

North Parkway improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 1,825 linear feet of a 98-foot right of way of new roadway improvements consisting of 2 travel lanes, bike lanes and a median from Gateway Drive to Evans Road;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, telecommunications, street lighting, and related improvements.

Neighborhood Park.

The Project will provide a 3.6-acre Neighborhood Park site, which will be conveyed to City simultaneously with approval of the first final subdivision map for Phase 2. Developer shall construct park improvements, by separate agreement to be negotiated addressing City's approval of plans, and reimbursements to Developer.

PHASE 3

North Parkway

North Parkway improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 2,640 linear feet of a 98-foot right of way of new roadway improvements consisting of 2 travel lanes, bike lanes and a median from Evans Road to Pitt School Road;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, telecommunications, street lighting, and related improvements.

Neighborhood Park.

The Project will provide a 2.8-acre Neighborhood Park site, which will be conveyed to City simultaneously with approval of the first final subdivision map for Phase 3.

Developer shall construct park improvements, by separate agreement to be negotiated addressing City's approval of plans, and reimbursements to Developer.

PHASE 4

West A Street

West A Street improvements adjacent to and serving land within the Project, consisting of the southerly 77.5 feet of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 2,650 linear feet of the southern half of a 116.5-foot right of way of new roadway improvements consisting of 4 travel lanes, east bound bike lane and full median from Evans Road to Pitt School Road;
- Roadway improvements including grading, southern pavement section, southern curb and gutter, southern sidewalk, southern street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, electrical, natural gas, telecommunications, street lighting, undergrounding of existing overhead utility lines and removal of existing poles and related improvements.

Community Park.

The Specific Plan contains a minimum 20.0-acre Community Park site, which will be irrevocably dedicated to City simultaneously with approval of the first final subdivision map for Phase 4. Developer shall construct park improvements, by separate agreement to be negotiated addressing City's approval of plans, and reimbursements to Developer.

PHASE 5

Batavia Pond Facility

Batavia Pond detention basin located west of Batavia Road at the southern boundary of the Project in conformance with the City of Dixon standards.

City of Dixon Storm Drain Pump Station

Storm Drain Pump Station located at and connected to the West Pond and Batavia Pond facilities located on the east side of Batavia Road at the southern boundary of the Project, in conformance with the City of Dixon standards.

Off-Site Storm Drain to McCune Creek

Approximately 4,400 linear feet of storm drain pipeline and related improvements from the storm drain pump station, following along the southern boundary of the Project to the eastern right of way of Interstate-80, then following along the eastern right of way of Interstate-80 and discharging to McCune Creek, in conformance with the City of Dixon and Solano County Water Agency standards.

Gateway Drive

Gateway Drive improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

- Approximately 900 linear feet of a 133-foot right of way of new roadway improvements consisting of 4 travel lanes, bike lanes and a median from North Parkway to Batavia Road;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, telecommunications, street lighting, and related improvements.

Batavia Road

Batavia Road improvements within and serving land within the Project, consisting of roadway improvements and utilities in conformance with the Southwest Dixon Specific Plan and the City of Dixon standards, generally including the following:

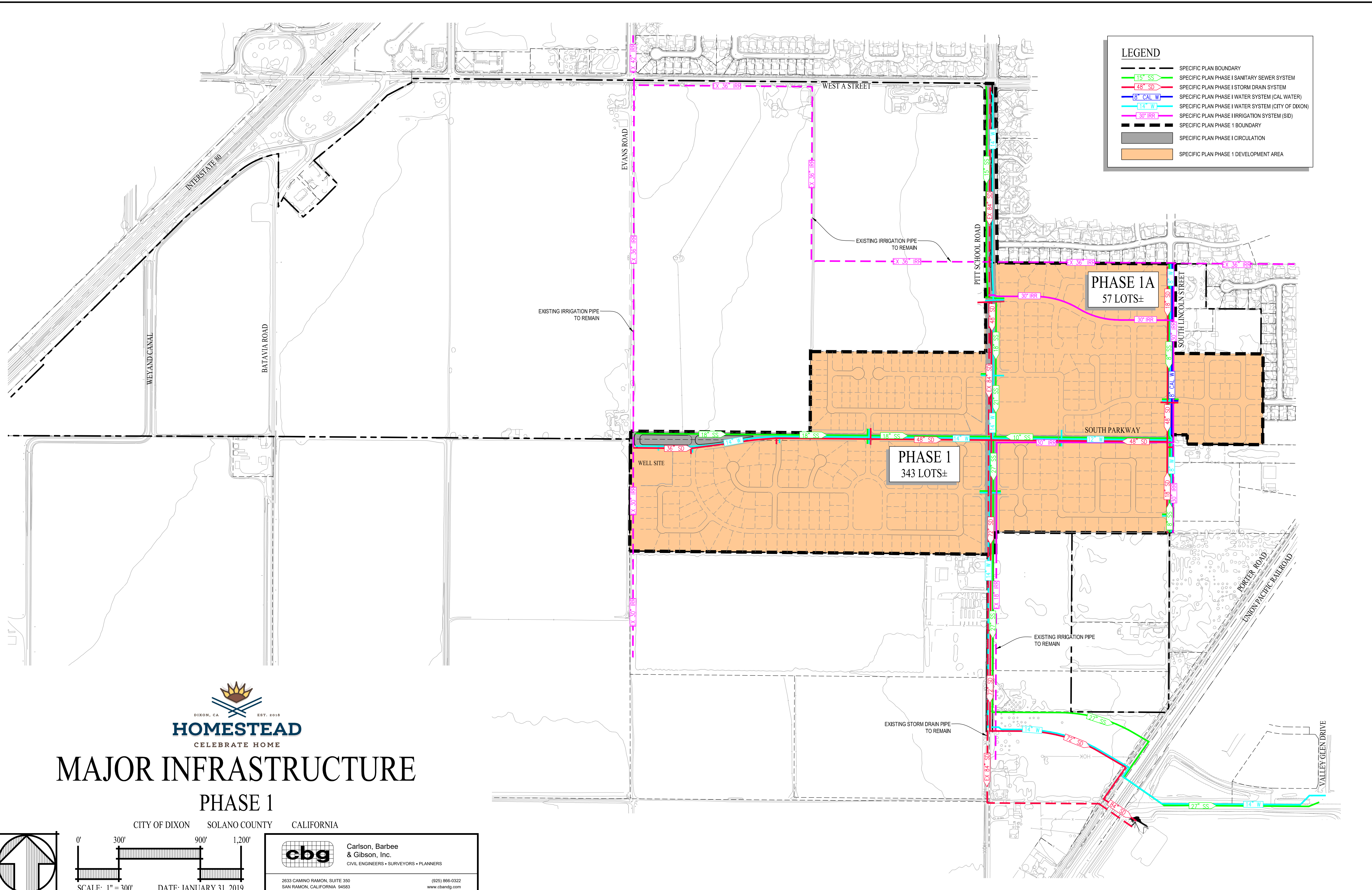
- Approximately 1,250 linear feet of an 80-foot right of way of new roadway improvements consisting of 2 travel lanes, bike lanes and a median from Gateway Drive to the southern boundary of the Project;
- Roadway improvements including grading, pavement section, curb and gutter, sidewalk, street trees and landscape parkways, landscape median, traffic signage, striping and related improvements;
- Utility improvements including storm drainage, sanitary sewer, potable water, irrigation, electrical, natural gas, telecommunications, street lighting, and related improvements.

City Entry Sign Parcel

ASB will irrevocably dedicate to City a parcel abutting West "A" Street for City to install a sign announcing entry to the City of Dixon together with decorative landscaping. The size, shape and location of the parcel shall be as mutually agreed

upon by ASB and City, consistent with the Specific Plan and ASB's plans for development of Phase 5. All costs to install and maintain the sign, landscaping and related improvements, and any related utility service shall be provided through the maintenance CFD. The parcel shall be conveyed to City simultaneously with approval of the first final subdivision map for Phase 5.

**EXHIBIT B-2:
Phasing Maps**



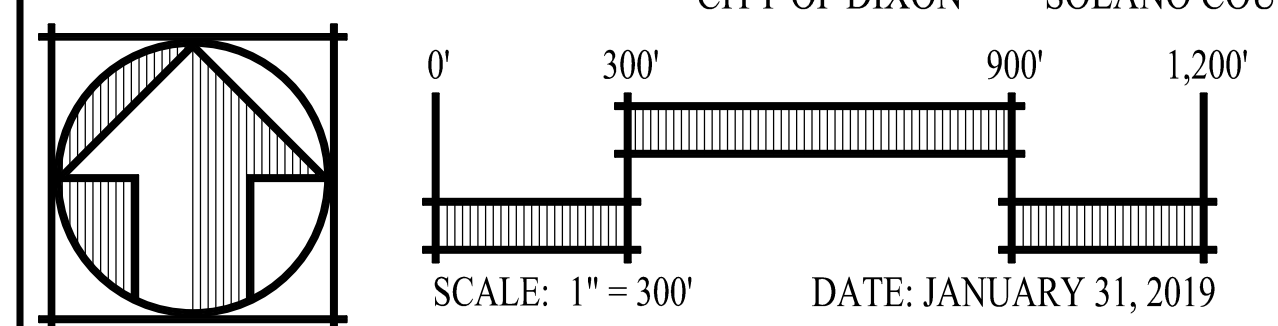
LEGEND	
	SPECIFIC PLAN BOUNDARY
	SPECIFIC PLAN PHASE I SANITARY SEWER SYSTEM
	SPECIFIC PLAN PHASE I STORM DRAIN SYSTEM
	SPECIFIC PLAN PHASE I WATER SYSTEM (CAL WATER)
	SPECIFIC PLAN PHASE I WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE I IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 1 BOUNDARY
	SPECIFIC PLAN PHASE I CIRCULATION
	SPECIFIC PLAN PHASE 1 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 1

CITY OF DIXON SOLANO COUNTY CALIFORNIA

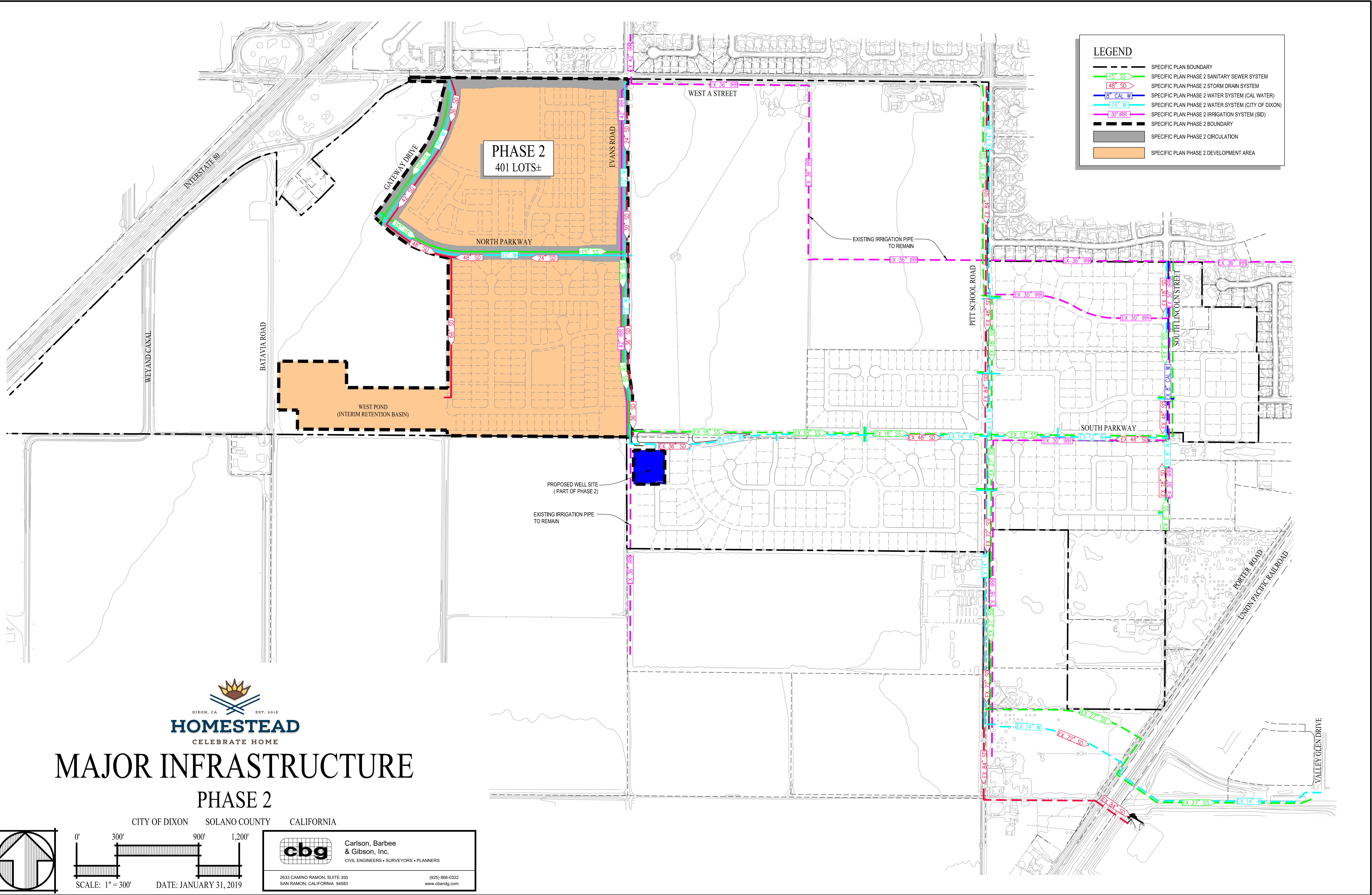


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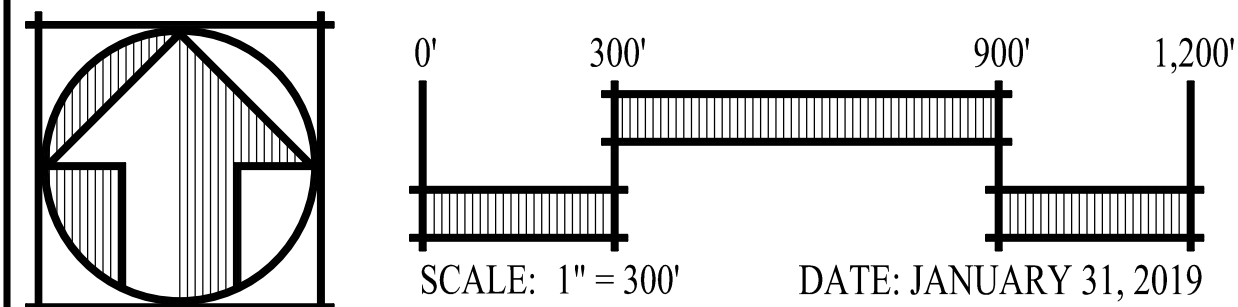
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	SPECIFIC PLAN PHASE 2 SANITARY SEWER SYSTEM
	SPECIFIC PLAN PHASE 2 STORM DRAIN SYSTEM
	SPECIFIC PLAN PHASE 2 WATER SYSTEM (CAL WATER)
	SPECIFIC PLAN PHASE 2 WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE 2 IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 2 BOUNDARY
	SPECIFIC PLAN PHASE 2 CIRCULATION
	SPECIFIC PLAN PHASE 2 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 2

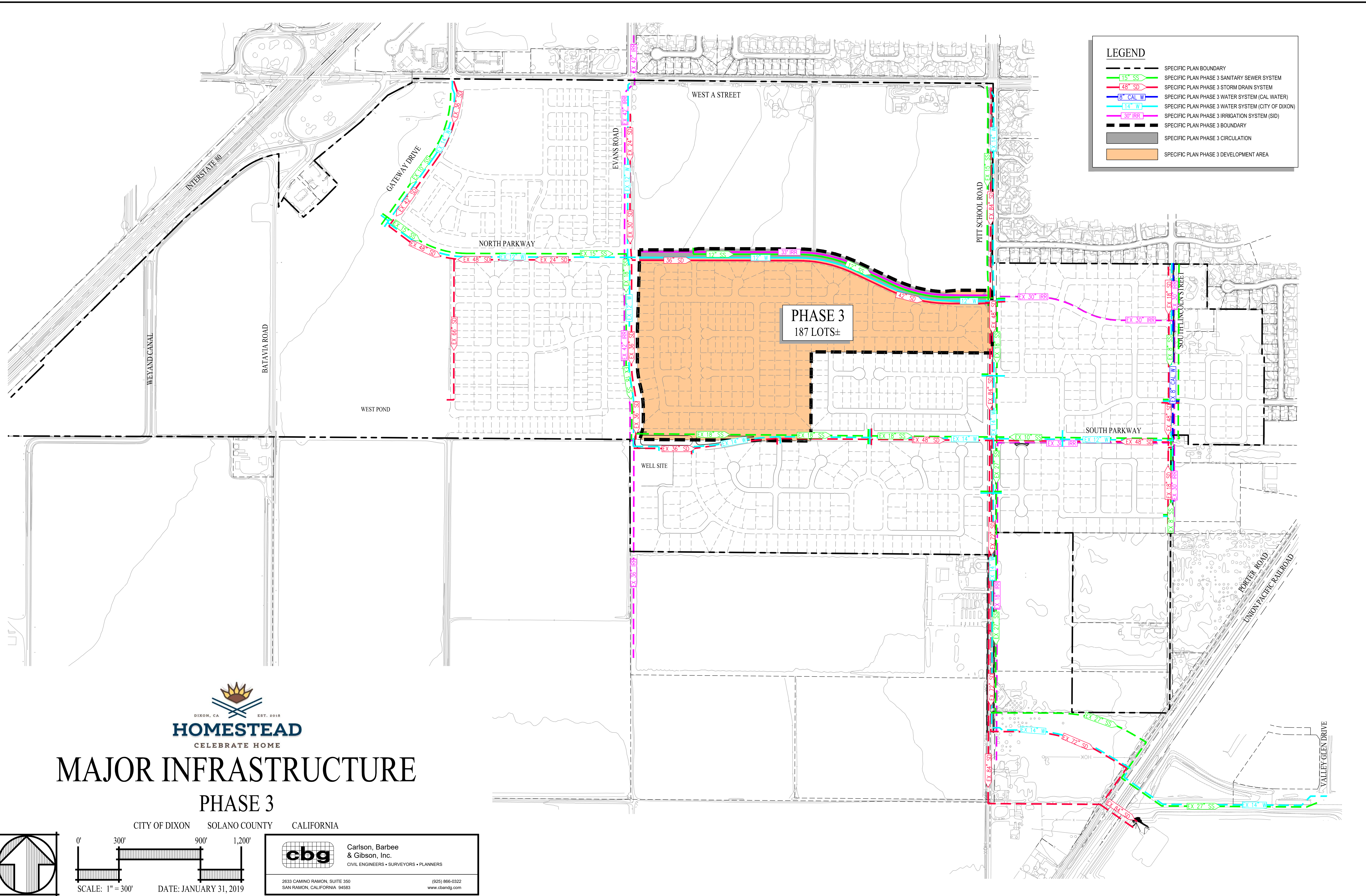
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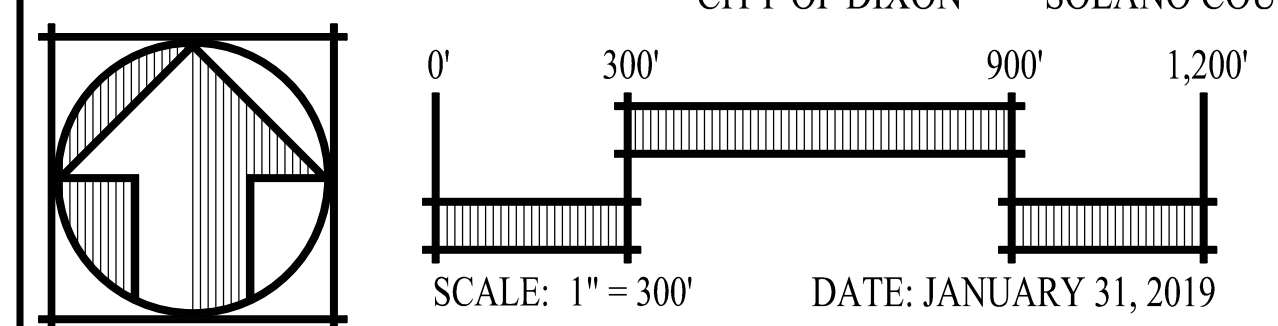
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	SPECIFIC PLAN PHASE 3 WATER SYSTEM (CAL WATER)
	SPECIFIC PLAN PHASE 3 WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE 3 IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 3 BOUNDARY
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	SPECIFIC PLAN PHASE 3 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 3

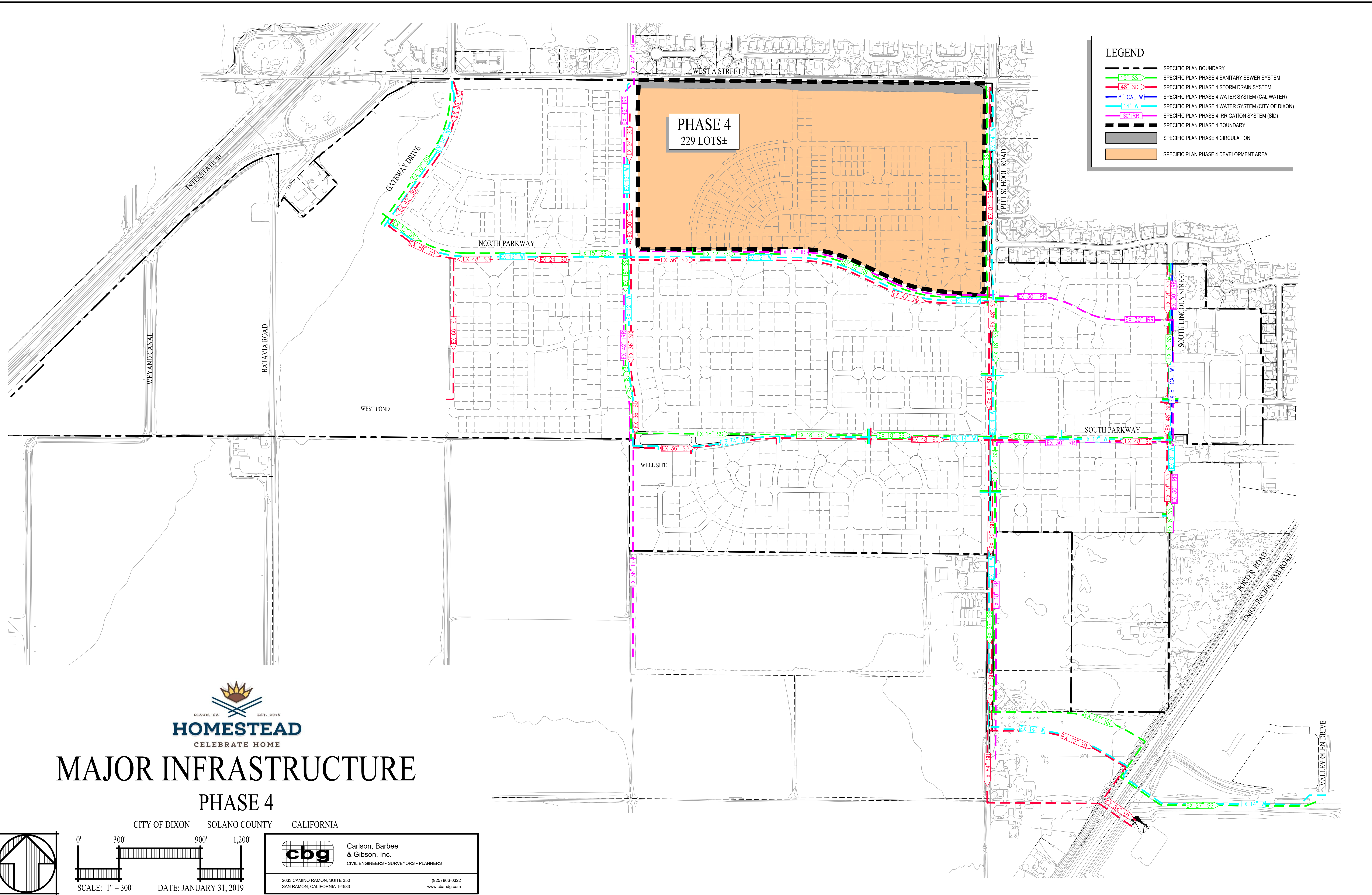
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LEGEND

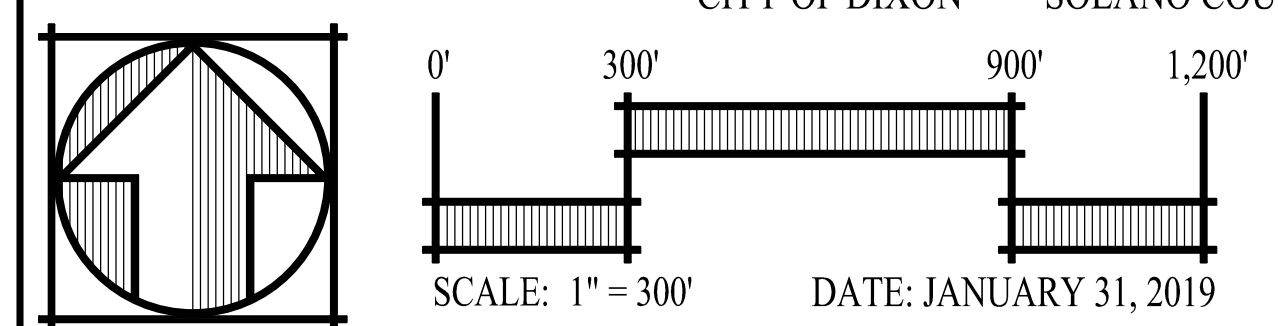
- SPECIFIC PLAN BOUNDARY
- 115" SS SPECIFIC PLAN PHASE 4 SANITARY SEWER SYSTEM
- 48" SD SPECIFIC PLAN PHASE 4 STORM DRAIN SYSTEM
- 8" CAL W SPECIFIC PLAN PHASE 4 WATER SYSTEM (CAL WATER)
- 12" W SPECIFIC PLAN PHASE 4 WATER SYSTEM (CITY OF DIXON)
- 30" IRR SPECIFIC PLAN PHASE 4 IRRIGATION SYSTEM (SID)
- SPECIFIC PLAN PHASE 4 BOUNDARY
- SPECIFIC PLAN PHASE 4 CIRCULATION
- SPECIFIC PLAN PHASE 4 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 4

CITY OF DIXON SOLANO COUNTY CALIFORNIA

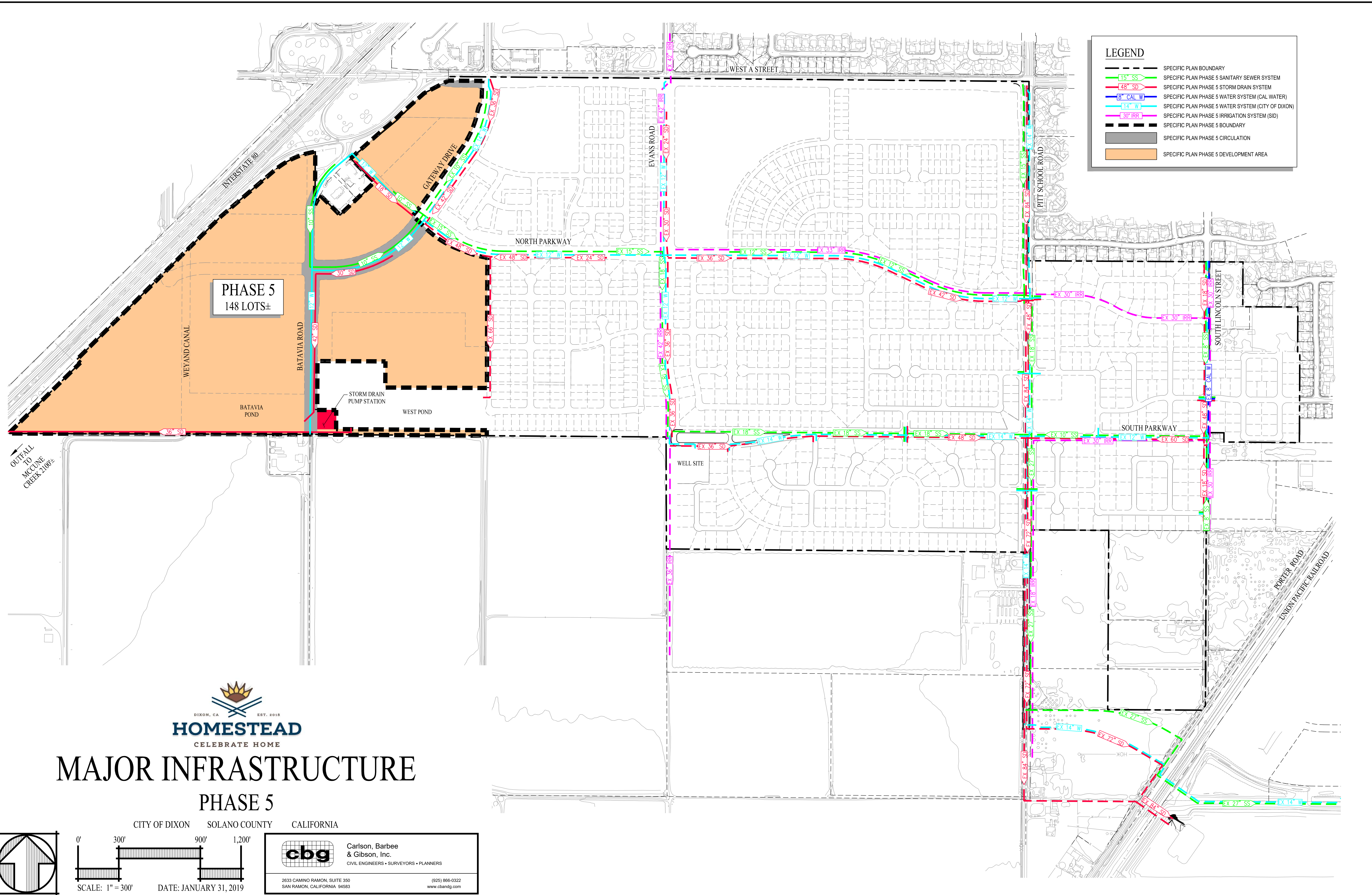


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	SPECIFIC PLAN PHASE 5 IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 5 BOUNDARY
	SPECIFIC PLAN PHASE 5 CIRCULATION
	SPECIFIC PLAN PHASE 5 DEVELOPMENT AREA

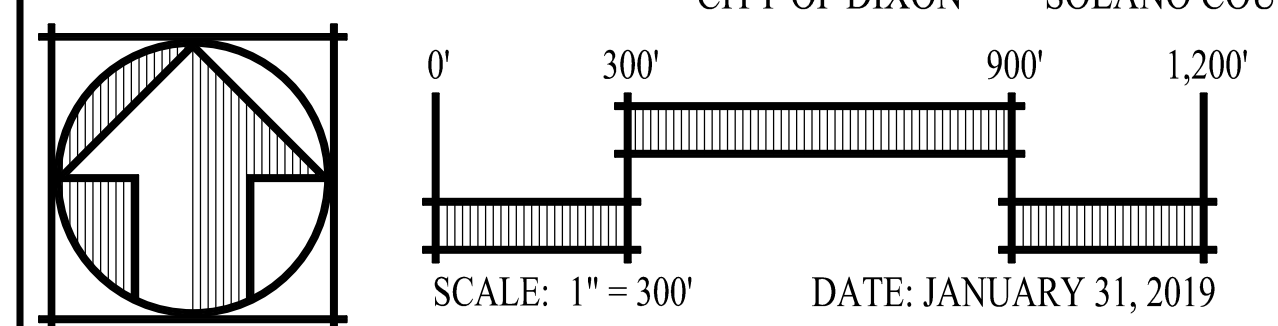
PHASE 5
148 LOTS±



MAJOR INFRASTRUCTURE

PHASE 5

CITY OF DIXON SOLANO COUNTY CALIFORNIA



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**EXHIBIT C:
Approved Entitlements**

- | | | |
|----|---|--|
| 1. | Southwest Dixon Specific Plan
EIR;
EIR Addendum | Resolution No. 04-195, dated
September 28, 2004;
Resolution No. 19-____, dated _____ |
| 2. | General Plan Amendment | Resolution No. 04-196, dated
September 28, 2004 |
| 3. | Southwest Dixon Specific Plan,
and Design Guidelines, as
amended | Resolution 05-217, dated October 25,
2005; Resolution No. 08-158, dated
September 9, 2008; Ordinance 16-006,
dated May 24, 2016 |
| 4. | Rezoning | Ordinance 05-011, dated November 8,
2005

Ordinance 16-____, dated _____ |
| 5. | Amended and Restated
Development Agreement | Ordinance 19-____, dated _____ |
| 6. | Tentative Maps:
Phase 1, Village 1 (JEN)
Phase 1, Village 2 (JEN)
Phase 1, Village 3 (JEN) | Resolution No. 19-____, dated _____ |

EXHIBIT D:

Vesting Tentative Maps and Conditions of Approval

EXHIBIT E:
Allocation of Residential Development Allotments

1. One thousand one hundred eighty-three (1,183) Residential Development Allotments (“RDA’s”) are granted for use by Developers of the Subject Property, subject to this Agreement and this Exhibit E. In addition, sixty-nine (69) senior affordable RDA's and sixty-two (62) non-senior-restricted affordable RDA's are granted as Affordable Housing Exemptions, pursuant to Section 4.06.
2. The 1,183 RDA's are allocated for use pursuant to Section 5.02 of the Agreement, either from City’s RDA allotment pool or the annual allotment, as provided therein, beginning in particular years shown in Table E-1 below, and subject to the ongoing opportunity that Developers shall be entitled to use such RDA's in future years, accordance with the “Flex Allocation” column in Table E-1.
3. RDA's allocated in 2019-2025 may be deferred one or more years and utilized in any later year, but no later than year 2028, unless such RDA’s are reallocated by extension of this Agreement. For example, year 2019 RDA's may be used in 2028, but may not be deferred beyond 2028 unless the term of this Agreement is extended and such RDA’s are reauthorized. All of the RDA’s allocated between 2019-2025 that are not used in a particular year shall be automatically deemed deferred, without the need for notice by Developers.
4. The 131 Affordable Housing Authorizations may be used at any time during the term of this Agreement, provided that the needed infrastructure is in place to support their development. Notwithstanding the above, the Affordable Housing Authorizations shall be constructed in accordance with the timing provisions of Section 4.06 of this Agreement, but may be constructed earlier in accordance herewith.

**EXHIBIT E-2:
Residential Development Allotment Issuances
(not including Affordable Housing Authorizations)**

JEN: 1017 RDA's

Ryder: 60 RDA's

ASB: 106 RDA's

YEAR	JEN RDA Allocation	Ryder RDA Allocation	ASB RDA Allocation	"FLEX" ALLOCATION
2019	50			50
2020	200	30		Up to 280
2021	250	30		Up to 560
2022	250		30	Up to 840
2023	150		76	Up to 1,066
2024	75			Up to 1,141
2025	42			Up to 1,183
2026	0			Up to 1,183
2027	0			Up to 1,183
2028	0			Up to 1,183

**EXHIBIT F:
Public Facilities Financing Plan**

The Economics of Land Use



Final Report

Southwest Dixon Specific Plan Public Facilities Financing Plan

Prepared for:

JEN California 6 LLC

Prepared by:

Economic & Planning Systems, Inc. (EPS)

May 2019

*Economic & Planning Systems, Inc.
400 Capitol Mall, 28th Floor
Sacramento, CA 95814
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Denver
Los Angeles*

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EPS #182110

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1. INTRODUCTION AND SUMMARY

This Public Facilities Financing Plan (Financing Plan or PFFP) establishes a strategy to finance the Backbone Infrastructure and Public Facilities (as defined herein) required to serve the proposed land uses in the Southwest Dixon project (Project). The Project consists of approximately 518 acres of primarily vacant land and is bordered by Interstate 80 to the northwest, suburban residential development to the north and east, the Union Pacific Railroad to the southeast, and agricultural land to the south. In 2005, EPS assisted the landowner group with preparation of a Public Facilities Financing Plan for the Project (known at that time as the Southwest Dixon Specific Plan or SWDSP). Following approval in 2005, the Project did not move forward; no financing mechanisms were formed, and no development has occurred to date.

Taylor Builders recently purchased most of the acreage within the Project boundaries, with remaining land owned by a few small-acreage landowners. The other land owners are not participating in the Financing Plan at this time. The Project land uses and supporting infrastructure requirements remain generally unchanged from the SWDSP approved in 2005, with the exception of the community commercial square footage, which is slightly less than the approved square feet in the SWDSP. Infrastructure needed to serve the Project has generally remained unchanged, but the costs contained herein are based on current, updated cost estimates.

Project Summary and Land Uses

The 518-acre Project will provide up to 1,365 housing units, a 42-acre employment center, 21 acres of community commercial space, 11 acres of highway commercial space, and 32.6 gross acres of public parks at buildout.¹ Development of the Project is expected to occur in 7 phases. **Table 1** provides a breakdown of the 7 phases.

Phase 1A, Phase 1B, and Phase 5 include nonparticipating land uses. Nonparticipating land uses include projects that are not going forward with the entitlement process at this time. The land uses are included in the Financing Plan to calculate their fair share cost obligation when development moves forward.

Financing Plan Summary

This section defines and specifies the public improvements to be constructed in association with development of the Project. The Backbone Infrastructure and other Public Facility cost estimates do not include the costs of in-tract and other subdivision-specific improvements, which are assumed to be privately financed. The Financing Plan includes costs for 2 offsite transportation improvements. Any other offsite facilities required for the Project will be funded through existing fee programs or other funding sources and are not included in the cost estimates.

¹ Total acreage based on City of Dixon Resolution 08-158 that amended the total acres for the Southwest Dixon Specific Plan.

Table 1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Land Use Summary

Land Use	Average Density/ Floor Area Ratio (FAR)	Phase 1		Phase 1A (Non Participant) [1]		Phase 1B (Non Participant) [1]		Phase 2	
		Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.
Residential	<u>DU/Acre</u>		<u>Units</u>		<u>Units</u>		<u>Units</u>		<u>Units</u>
Low Density (LD)	2.6	121.5	343	20.0	60	21.0	51	18.7	80
Medium Density Low (MDL)	5.7	0.0	0	0.0	0	0.0	0	32.8	189
Medium Density High - MDH (Senior Affordable)	13.5	0.0	0	0.0	0	0.0	0	5.1	69
Medium Density High - MDH (Other Affordable)	13.5	0.0	0	0.0	0	0.0	0	4.7	63
Subtotal Residential		121.5	343	20.0	60	21.0	51	61.3	401
Nonresidential	<u>FAR</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>
Community Commercial [2]	0.20	0.0	0	0.0	0	0.0	0	9.7	85,000
Highway Commercial	0.38	0.0	0	0.0	0	0.0	0	0.0	0
Employment Center (Industrial)	0.28	0.0	0	0.0	0	0.0	0	0.0	0
Subtotal Nonresidential		0.0	0	0.0	0	0.0	0	9.7	85,000
Other Uses									
Parks	-	4.8	-	0.0	-	0.0	-	3.6	-
Fire Station	-	0.7	-	0.0	-	0.0	-	0.0	-
Well Site	-	1.5	-	0.0	-	0.0	-	0.0	-
Subtotal	-	7.0	-	0.0	-	0.0	-	3.6	-
Total Land Uses [3]	-	128.5	-	20.0	-	21.0	-	74.6	-

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc.; EPS.

[1] Non participating land uses include projects that are not going forward with the entitlement process at this time. The land uses are included in this analysis to calculate their fair share cost obligation when development moves forward.

[2] The Specific Plan approves a FAR of 0.29 for community commercial development. Phase 2 does not plan on using all of the FAR allotted to their property. The community commercial development in Phase 5 may use the use full 0.29 FAR allocated to them.

[3] Excludes the acres associated with the streets, detention basin and canal. The total land use acres may vary slightly from the amended Southwest Dixon Specific Plan.

Table 1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Land Use Summary

Land Use	Density/ Floor Area Ratio (FAR)	Phase 3		Phase 4		Phase 5 (Non Participant) [1]		Total	
		Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.	Acres	Units/ Sq. Ft.
Residential	<u>Density</u>		<u>Units</u>		<u>Units</u>		<u>Units</u>		<u>Units</u>
Low Density (LD)	2.6	33.4	83	7.6	19	11.8	29	234.0	665
Medium Density Low (MDL)	5.7	15.4	90	36.0	212	13.0	77	97.2	568
Medium Density High - MDH (Senior Affordable)	13.5	0.0	0	0.0	0	0.0	0	5.1	69
Medium Density High - MDH (Other Affordable)	13.5	0.0	0	0.0	0	0.0	0	4.7	63
Subtotal Residential		48.8	173	43.6	231	24.8	106	341.0	1,365
Nonresidential	<u>FAR</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>		<u>Sq. Ft.</u>
Community Commercial [2]	0.20	0.0	0	0.0	0	10.9	139,478	20.6	224,478
Highway Commercial	0.38	0.0	0	0.0	0	11.3	185,130	11.3	185,130
Employment Center (Industrial)	0.28	0.0	0	0.0	0	41.8	511,830	41.8	511,830
Subtotal Nonresidential		0.0	0	0.0	0	64.0	836,438	73.7	921,438
Other Uses									
Parks		2.8	-	21.4	-	0.0	-	32.6	-
Fire Station		0.0	-	0.0	-	0.0	-	0.7	-
Well Site		0.0	-	0.0	-	0.0	-	1.5	-
Subtotal		2.8	-	21.4	-	0.0	-	34.8	-
Total Land Uses [3]		51.6	-	65.0	-	88.8	-	449.5	-

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Source: Taylor Builders; Carlson, Barbee & Gibson, Inc.; EPS.

[1] Non participating land uses include projects that are not going forward with the entitlement process at this time. The land uses are included in this analysis to calculate their fair share cost obligation when development moves forward.

[2] The Specific Plan approves a FAR of 0.29 for community commercial development. Phase 2 does not plan on using all of the FAR allotted to their property. The community commercial development in Phase 5 may use the use full 0.29 FAR allocated to them.

[3] Excludes the acres associated with the streets, detention basin and canal. The total land use acres may vary slightly from the amended Southwest Dixon Specific Plan.

Definitions of Facilities in Financing Plan

The term “Backbone Infrastructure” often is used to describe all publicly owned facilities. This Financing Plan uses the following definitions to characterize these items more precisely:

- **Backbone Infrastructure.** This term includes most of the essential public service-based items that are underground or on the surface. Backbone infrastructure is sized to serve the Project. For the Project, Backbone Infrastructure includes the following items:
 - Roadways
 - Water
 - Sewer
 - Drainage
 - Irrigation
 - Landscape (roadways)
- **Public Facilities.** This group of items provides amenities to the Project (e.g., parks, schools) or houses employees providing services to the area (e.g., police, fire). For the Project, Public Facilities includes the following items:
 - Parks
 - Fire Facilities
 - Police Facilities
 - Schools
- **Facilities.** This term is used generically in the Financing Plan to include a combination of Backbone Infrastructure and Public Facilities when a precise breakdown is not required.
- **Subdivision Infrastructure.** This group of improvements includes in-tract improvements (e.g., mass grading, sewer, storm drainage, water, and roads) in an individual subdivision or commercial project. These costs are excluded from the Financing Plan because they are assumed to be the responsibility of the developer that is moving forward with specific onsite development improvements.

Backbone Infrastructure

The following brief descriptions of the required Backbone Infrastructure for the Project are detailed in the cost estimates provided by Carlson, Barbee & Gibson, Inc. (September 2018). At buildout, the Project will require construction of \$62.7 million in Backbone Infrastructure improvements. **Table 2** provides a summary of the Backbone Infrastructure costs. **Appendix A** contains the detailed cost estimates:

- **Roadways.** A total of \$34.0 million to construct required transportation infrastructure, including improvements on South Lincoln Street, South Parkway, and Pitt School Road, and offsite improvements for Pitt School Road and Porter Road. As discussed in more detail in **Chapter 3**, fee credits will be available for eligible improvements.
- **Water Distribution.** A total of \$4.3 million to construct the major distribution system pipelines necessary to serve the Project. The cost estimates exclude any costs for the proposed well site located in the Project as the cost to construct the well site is unknown at

Table 2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Public Improvement Costs by Phase (2018\$)

Item	Estimated Costs by Phase							Buildout
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	
Backbone Infrastructure (Rounded) [1]								
Roadways	\$12,658,000	\$3,000	\$0	\$12,078,000	\$3,131,000	\$3,525,000	\$2,622,000	\$34,017,000
Water	\$2,499,000	\$0	\$0	\$831,000	\$401,000	\$74,000	\$496,000	\$4,301,000
Sewer	\$3,676,000	\$0	\$0	\$838,000	\$269,000	\$0	\$262,000	\$5,045,000
Drainage	\$4,895,000	\$0	\$0	\$2,673,000	\$722,000	\$43,000	\$4,014,000	\$12,347,000
Irrigation	\$552,000	\$189,000	\$0	\$558,000	\$604,000	\$0	\$0	\$1,903,000
Landscape (Roadway)	\$1,720,000	\$0	\$0	\$1,887,000	\$670,000	\$439,000	\$379,000	\$5,095,000
Subtotal Backbone Infrastructure	\$26,000,000	\$192,000	\$0	\$18,865,000	\$5,797,000	\$4,081,000	\$7,773,000	\$62,708,000
Public Facilities								
Parks [2]	\$2,831,846	\$495,367	\$421,062	\$3,208,643	\$1,428,307	\$1,907,161	\$875,148	\$11,167,533
Fire Facilities [2]	\$493,292	\$86,290	\$73,347	\$635,402	\$248,804	\$332,219	\$1,019,055	\$2,888,410
Police Facilities [2]	\$214,457	\$37,514	\$31,887	\$276,243	\$108,167	\$144,430	\$443,482	\$1,256,182
Schools [2]	\$2,744,000	\$480,000	\$408,000	\$2,248,135	\$1,240,000	\$1,508,800	\$1,151,383	\$9,780,318
Subtotal Public Facilities	\$6,283,595	\$1,099,171	\$934,296	\$6,368,424	\$3,025,278	\$3,892,611	\$3,489,068	\$25,092,443
Total Improvements	\$32,283,595	\$1,291,171	\$934,296	\$25,233,424	\$8,822,278	\$7,973,611	\$11,262,068	\$87,800,443

cost sum

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

[1] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components. Includes 5% cost contingency and other soft costs.

[2] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

this time. It is anticipated that the Project will construct the well in Phase 2 and receive fee credits from the City's Water Development Impact Fee program.² As discussed in more detail in **Chapter 3**, fee credits will be available for eligible improvements.

- **Sanitary Sewer.** A total of \$5.0 million for the construction of a local sewer collection system and sewer main lines to accommodate future growth in the Project. As discussed in more detail in **Chapter 3**, fee credits will be available for eligible improvements.
- **Storm Drainage.** A total of \$12.3 million to construct drainage improvements, including storm drain main, canals, detention basin, erosion control, and a pump station. As discussed in more detail in **Chapter 3**, fee credits will be available for eligible improvements.
- **Irrigation.** A total of \$1.9 million to construct irrigation ditches and pipelines servicing the agricultural needs of the area and to transport untreated water for irrigation to areas of the Project.
- **Landscape (Roadways).** A total of \$5.1 million to construct parkway landscape and irrigation, vegetated swale, roadside swale, driveway culverts, and median landscape irrigation for the Project.

Public Facilities

As shown on **Table 1**, the Project will include 32.6 acres of parks and a fire station, which will be funded through the Project's fair share contribution to existing City fee programs. The Project will also satisfy its fair share funding obligation for police and school facilities through existing City fee programs. For this analysis, costs are assumed to equal fee revenue generated by the Project. As shown on **Table 2**, the estimated Public Facilities cost is approximately \$25.1 million. **Appendix B** contains detailed information regarding fee revenue generated by the Project.

Financing Strategy Overview

The elements of the Financing Plan must work together to provide the optimal balance of fee, bond, and private financing to not overburden undeveloped land while assuring necessary facilities are constructed when needed. The following financing strategies are recommended:

- Provide private financing as needed.
- Fund improvements through existing City, Solano County (County), and special district fee programs. These existing fee programs are described below:
 - **City Fee Program.** The City Fee Program funds the following facilities in the City: transportation, police, fire, administrative facilities, public works, parks, community centers, wastewater, drainage, and water connections.
 - **County Public Facilities Fee Program.** The County Public Facilities Fee (PFF) Program funds the following countywide facilities and services: public protection, health and social

² Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019) includes a maximum reimbursement of \$3,012,000 for the Southwest Specific Plan well.

services, general government facilities, regional transportation, and program administration.

- **Dixon Unified School District (DUSD) Fee.** The DUSD fee funds school facilities in the district.
- Fund Project-specific improvements not currently funded in existing fee programs through the Southwest Dixon Special Financing District (SFD). The Southwest Dixon SFD could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan is based on the assumption the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program (Southwest Dixon Fee Program or Southwest Dixon Impact Fee). However, some of the costs included in the Fee Program will likely require private developer capital, as discussed in **Chapter 5**. The Southwest Dixon Fee Program would be established in accordance with the procedural guidelines set forth in Assembly Bill (AB) 1600, which is codified in California Government Code Section 66000 et seq. This code section specifies the procedural requirements for establishing and collecting development impact fees. These procedures require that “a reasonable relationship or nexus must exist between a governmental exaction and the purpose of the condition.”³
- Reimburse constructing developers, as appropriate, for construction of Project-specific improvements through the Southwest Dixon Fee Program.
- Allow for land-secured debt financing to reimburse Project developers for facilities constructed before the availability of pay-as-you-go funding. Land-secured debt financing, if used, likely will be provided through a Mello-Roos Community Facilities District (CFD).
- Make maximum use of pay-as-you-go mechanisms.
- Seek regional, State of California (State), and federal grant funding sources to the extent possible.
- Build in flexibility to respond to changing market conditions.

Table 3 shows the financing sources used to fund Backbone Infrastructure and other Public Facilities for the Project at buildout. As shown, the major infrastructure required for development to proceed in the Project will be funded through a combination of public and private financing. Fees (i.e., City water development impact fee) will be used to fund required facilities when possible. The Southwest Dixon Fee Program may be used to fund the remaining backbone costs and other Public Facilities serving the Project not funded through existing financing mechanisms. If such a fee program is not used, the cost of any Public Facilities not funded through existing fees or through bond financing will be paid for by the Project developer(s).

³ William Abbott, Marian E. Moe, and Marilee Hanson, *Public Needs & Private Dollars*, page 109.

Table 3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Buildout

Buildout

Item	Estimated Buildout Cost	Funding Sources			Total Buildout Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [3] [4]	
		City of Dixon Fee Program [1]	Other Agency Fees [2]		
Backbone Infrastructure (Rounded) [5]					
Roadways	\$34,017,000	\$705,000	-	\$33,312,000	\$34,017,000
Water	\$4,301,000	\$3,341,419	-	\$959,581	\$4,301,000
Sewer	\$5,045,000	\$505,920	-	\$4,539,080	\$5,045,000
Drainage	\$12,347,000	\$945,000	-	\$11,402,000	\$12,347,000
Irrigation	\$1,903,000	\$0	-	\$1,903,000	\$1,903,000
Landscape (Roadway)	\$5,095,000	\$0	-	\$5,095,000	\$5,095,000
Subtotal Backbone Infrastructure	\$62,708,000	\$5,497,339	\$0	\$57,210,661	\$62,708,000
Public Facilities					
Parks [6] [7]	\$11,167,533	\$11,167,533	-	\$0	\$11,167,533
Fire Facilities [6]	\$2,888,410	\$2,888,410	-	\$0	\$2,888,410
Police Facilities [6]	\$1,256,182	\$1,256,182	-	\$0	\$1,256,182
Schools [6]	\$9,780,318	-	\$9,780,318	\$0	\$9,780,318
Subtotal Public Facilities	\$25,092,443	\$15,312,124	\$9,780,318	\$0	\$25,092,443
Total Improvements	\$87,800,443	\$20,809,463	\$9,780,318	\$57,210,661	\$87,800,443

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Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

- [1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.
- [2] Other agency fees include Dixon USD fee revenues to fund school facilities.
- [3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.
- [4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.
- [6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.
- [7] Based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement, if the Project constructs the SW neighborhood Park in Phase 1, the Project would receive \$765,000 in fee credits for the park.

Financial Feasibility Overview

Ensuring that the cost and timing of infrastructure requirements are affordable by proposed new development is an important objective of the Financing Plan. EPS uses 2 benchmark tests to evaluate financial feasibility: the infrastructure cost burden test, which evaluates existing and proposed development impact fees relative to estimated sales price, and the 2-percent test, which is a measurement of total taxes and assessments as a percentage of sales price.

The feasibility guidelines from this test are based on decades of pro forma analyses for development projects throughout California. However, this test is not intended to provide an absolute answer regarding a project's likely financial feasibility. Rather, this indicator provides guidance to property owners, land use regulators, and public service providers about the likelihood that a project can be successfully implemented given the facility requirements identified for a development project. Ultimately, public agency decision makers, in discussions with the property owners and other relevant stakeholders, will use their best judgment to decide if the Project can feasibly afford this estimated infrastructure burden.

Preliminary findings suggest all residential land uses may be feasible under the infrastructure cost burden test, assuming current residential values and an estimated infrastructure burden per unit (including the proposed new Southwest Dixon Fee Program). The current residential market values used in this analysis are conservative for feasibility purposes and may not reflect the actual sales price at the time of project development.

Given the variety of other factors that influence the timing and feasibility of nonresidential development, maximum infrastructure cost burdens for nonresidential development typically tend to be lower as compared to residential development. Preliminary findings suggest that all nonresidential land uses may be feasible under the infrastructure cost burden test, assuming current finished values and an estimated infrastructure burden per square foot (including the proposed new Southwest Dixon Fee Program). As mentioned previously, this measure should not automatically be taken to mean that if one land use type exceeds the threshold, the Project definitely is infeasible. In certain circumstances, there are available approaches to mitigate against a high cost burden, such as an increase in sales price or decrease in infrastructure burden.

It is common for developers of major development projects to advance-fund and carry infrastructure costs for some length of time. The impact of the land developer's cost burden depends on several factors, including the time frame for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices. Most of the nonresidential development for the Project is located in Phase 5, which is a non-participant at this time and currently anticipated to be developed at a later time. Therefore, Phase 5 development is not anticipated to advance-fund and carry a large amount of infrastructure costs, which would help mitigate against a high cost burden.

As mentioned previously, this feasibility metric should be considered an initial diagnostic, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria, or whether measures should be taken to improve viability either through a reduction in cost burdens, identification of other funding sources, or other approaches. The infrastructure feasibility test is one of the many methods of determining project feasibility. There are numerous

factors that affect the feasibility of a project. Other factors should be considered when evaluating financial feasibility, including a developer's internal rate of return, cost of land, absorption rates, and the timing of capital investments and reimbursements.

Based on current and proposed annual taxes and assessments (including a potential Southwest Dixon CFD to fund infrastructure), the 2-percent feasibility test indicates a feasible tax and assessment burden on residential market-rate units. While the tax and assessment burden generally falls within a feasible range after the inclusion of estimated Project Infrastructure CFD special tax rates, capacity for additional taxes and assessments is limited.

Chapter 6 provides discussion and analysis addressing the preliminary feasibility findings and benchmarks presented in the Financing Plan.

Implementation

Implementation of the Financing Plan ensures new development will pay its fair share of the cost of Backbone Infrastructure and other Public Facilities required to serve the Project area. Facilities will be constructed as they are needed to serve new development. The City will administer implementation of the Financing Plan, which may require the following items:

- Reimbursements to be controlled by reimbursement agreements between the developers and the City. The time frame for reimbursements will be limited through the terms of the reimbursement agreement.
- Possible formation of the Mello-Roos CFD(s) or Assessment District(s) and administration of subsequent bond sales and tax collection.
- Accounting for fee payments, fee credits, or reimbursements.
- Close coordination with all appropriate City departments to implement the Financing Plan.
- Working with property owners and the development community during Project buildout to resolve specific infrastructure construction responsibility, financing issues, and fair share cost obligations that arise as part of the individual land development application process.

Implementation, administration, and updating costs will be paid for through the mechanisms with which they are associated (e.g., private funding, CFD bond sales, development agreements). The Financing Plan will need to be periodically updated as modifications to financing programs, land uses, and cost estimates occur. Changes in the Financing Plan should be re-evaluated periodically to ensure that the required funding is available when needed.

Information Sources

This Financing Plan specifies the extent and cost of all infrastructure required to serve the Project. This Financing Plan relied on the following information:

- Land use designations as provided by Taylor Builders (October 24, 2018).
- Cost estimates provided by Carlson, Barbee & Gibson, Inc. (September 17, 2018).
- City and Special Districts Master Plans and Fee Programs.
- Draft Southwest Dixon Specific Plan (August 2005).

Organization of the Report

In addition to this introduction and summary chapter, the Financing Plan contains the following information:

- **Chapter 2** summarizes the proposed land uses.
- **Chapter 3** identifies the Backbone Infrastructure and other Public Facility costs.
- **Chapter 4** identifies the infrastructure financing strategy and likely funding sources.
- **Chapter 5** describes the Southwest Dixon Fee Program.
- **Chapter 6** evaluates the financial feasibility of the Financing Plan.
- **Chapter 7** identifies the ongoing operation and maintenance cost funding sources.
- **Chapter 8** outlines implementation of the Financing Plan.
- **Appendix A** provides the Backbone Infrastructure cost estimates provided by Carlson, Barbee & Gibson, Inc. (September 2018).
- **Appendix B** shows the estimated fee revenues generated by the Project.
- **Appendix C** includes the allocation of infrastructure costs anticipated to be included in the Southwest Dixon Fee Program.
- **Appendix D** includes estimated bond proceeds generated by the Project.
- **Appendix E** includes the estimated cost of facilities required to serve and potential funding sources for each phase of development.

2. LAND USE SUMMARY

Project Location

The Project is located in the City, southwest of downtown Dixon, in the County. The City is located along the Interstate 80 freeway corridor, with the Cities of Davis and Sacramento located approximately 10 miles and 25 miles, respectively, to the northeast. The Cities of Vacaville and San Francisco are located approximately 15 miles and 65 miles, respectively, to the west.

Map 1 shows the location of the Project in relation to neighboring cities.

Adjacent land uses include mostly residential and agricultural uses. The Project is bordered by Interstate 80 to the northwest, suburban residential development to the north and east, the Union Pacific Railroad to the southeast, and agricultural land to the south.

Proposed Land Uses

The Project is approximately 518⁴ acres in size. Most of the Project is used for agriculture. Development in the Project at buildout is proposed for 1,365 housing units, which includes 1,233 single-family and 132 high-density units. The Project also includes a 42-acre employment center, 21 acres of community commercial space, 11 acres of highway commercial space, and 33 acres of parks. The employment center and commercial space is intended to be located near Interstate 80 to maximize visibility to freeway motorists, as well as City residents. **Table 1** in **Chapter 1** summarizes the land uses identified for the Project.

Phasing

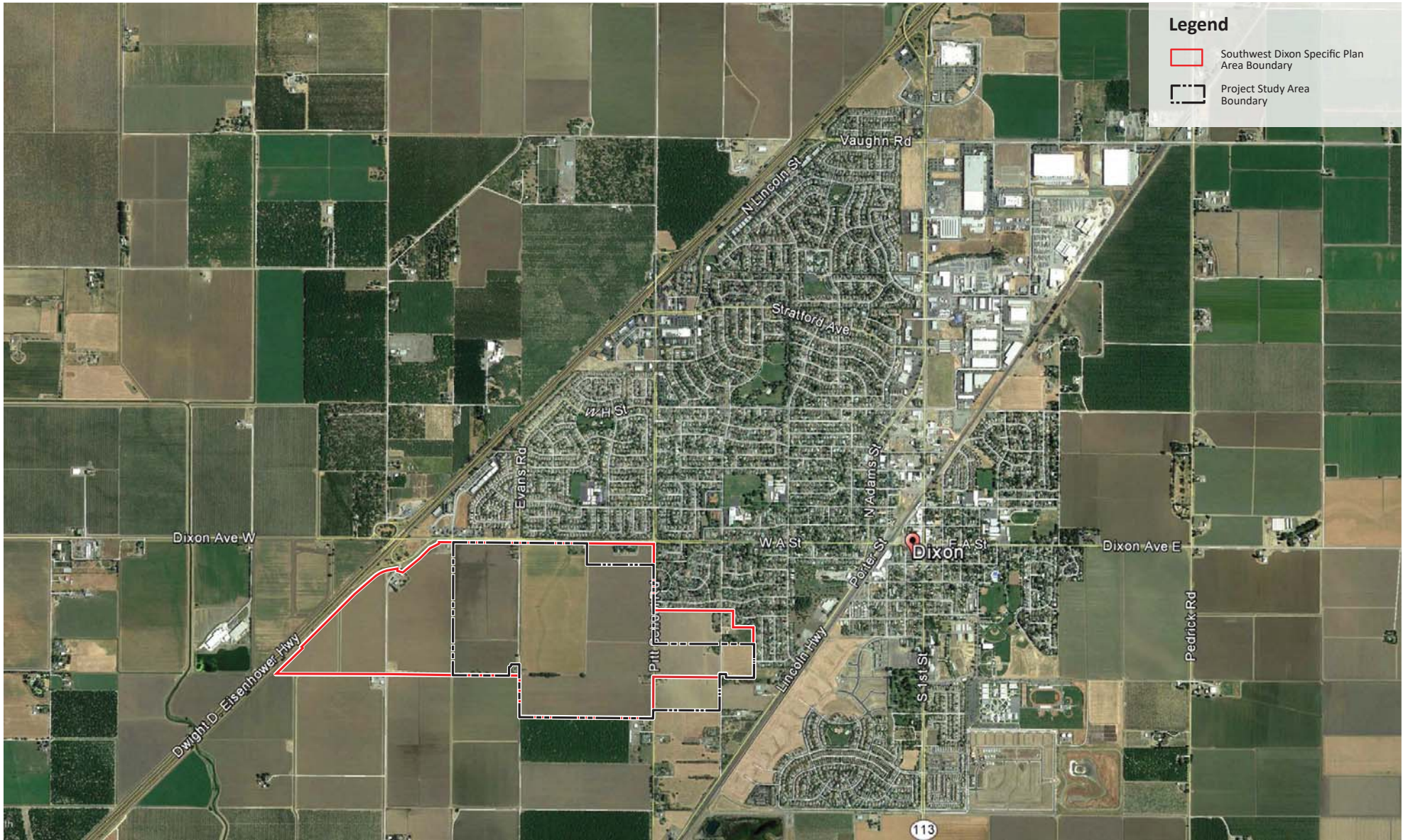
Table 1 in **Chapter 1** provides a summary of units developed by phase. The Project is subject to Measure B, passed by the City to regulate residential growth in the City. The phasing of development will be determined as individual projects are approved by the City in compliance with Measure B, the Project Specific Plan, and the terms of each project's development agreement. Phasing of the Project is shown in **Map 2**.

Nonparticipating Land Uses

Phase 1A, Phase 1B, and Phase 5 include nonparticipating land owner who are not pursuing development entitlements at this time. The land uses in these phases are included in this analysis to calculate their fair share cost obligation when development moves forward. Property owners in the other phases of development recognize they will be required to carry costs that will ultimately be paid by Phases 1A, 1B, and 5 until these phases develop and pay their fair share.

⁴ Total acreage based on City of Dixon Resolution 08-158 that amended the total acres for the Southwest Dixon Specific Plan.

MAP 1

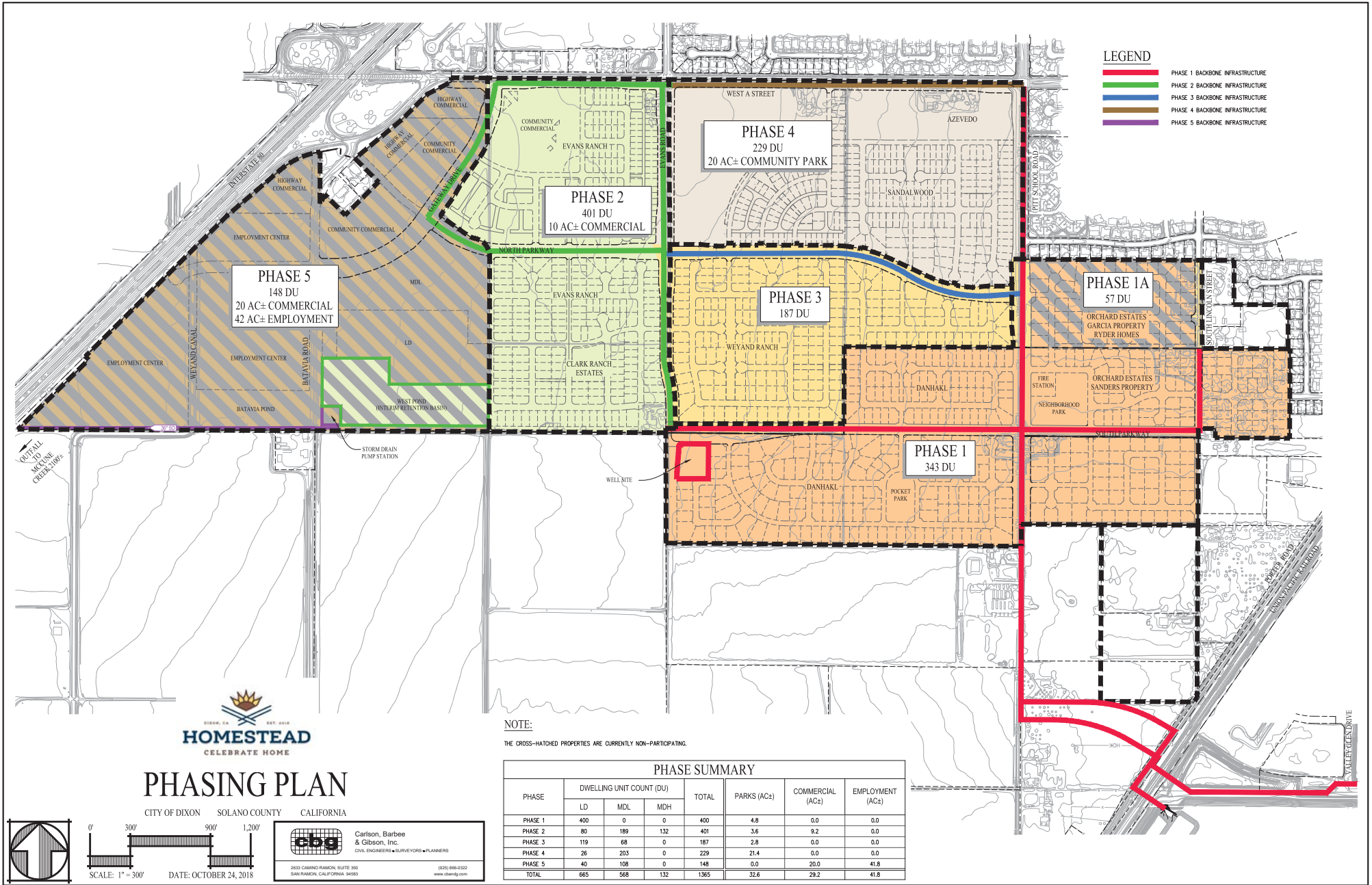


PROJECT LOCATION

6.05.2018

TAYLOR BUILDERS LAND HOLDINGS

MAP 2



- LEGEND**
- PHASE 1 BACKBONE INFRASTRUCTURE
 - PHASE 2 BACKBONE INFRASTRUCTURE
 - PHASE 3 BACKBONE INFRASTRUCTURE
 - PHASE 4 BACKBONE INFRASTRUCTURE
 - PHASE 5 BACKBONE INFRASTRUCTURE

PHASE 5
148 DU
20 AC± COMMERCIAL
42 AC± EMPLOYMENT

PHASE 2
401 DU
10 AC± COMMERCIAL

PHASE 4
229 DU
20 AC± COMMUNITY PARK

PHASE 3
187 DU

PHASE 1A
57 DU

PHASE 1
343 DU

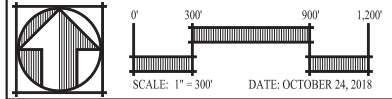
NOTE:
THE CROSS-HATCHED PROPERTIES ARE CURRENTLY NON-PARTICIPATING.

PHASE	DWELLING UNIT COUNT (DU)			TOTAL	PARKS (AC±)	COMMERCIAL (AC±)	EMPLOYMENT (AC±)
	LD	MDL	MDH				
PHASE 1	400	0	0	400	4.8	0.0	0.0
PHASE 2	80	189	132	401	3.6	9.2	0.0
PHASE 3	119	68	0	187	2.8	0.0	0.0
PHASE 4	26	203	0	229	21.4	0.0	0.0
PHASE 5	40	108	0	148	0.0	20.0	41.8
TOTAL	665	568	132	1365	32.6	29.2	41.8



PHASING PLAN

CITY OF DIXON SOLANO COUNTY CALIFORNIA



Carlson, Barbee & Gibson, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

2833 CAMINO RAMON, SUITE 350
SAN RAMON, CALIFORNIA 94583 (925) 866-0322
www.cbgi.com

Development Agreement

A development agreement determining the annual allocation of units for each project, pursuant to Measure B, will be approved before the initiation of development. As individual projects are reviewed for approval of project development agreements and tentative map, the specific infrastructure and Public Facility requirements for the project will be established based on the Project Specific Plan service level requirements and construction required of previously approved projects.

3. INFRASTRUCTURE AND PUBLIC FACILITY COSTS

Buildout of the Project will require construction of roadways, water distribution, sanitary sewer, storm drainage, irrigation facilities, and landscape as shown on **Table 2** in **Chapter 1**. The total cost of the Backbone Infrastructure necessary for buildout of the Project is \$62.7 million. The Backbone Infrastructure cost estimates include miscellaneous soft costs, contingency, design, administration, and bonding costs.⁵ At buildout, the Project will include 32.6 acres of parks and a fire station, which will be funded through the Project's fair share contribution to existing City fee programs. The Project will also satisfy its fair share funding obligation for police and school facilities through existing City fee programs. For this analysis, costs are assumed to equal fee revenue generated by the Project. All costs and revenues are stated in 2018 dollars.

Definitions of Backbone Infrastructure and Public Facilities

The term Backbone Infrastructure often is used to describe all publicly owned facilities. This Financing Plan will use the following definitions to more precisely define these terms:

- **Backbone Infrastructure** includes most of the essential public service-based items that are underground or on the surface, including roads, water, sewer, drainage, irrigation, and landscaping. Backbone infrastructure is sized to serve the Project.
- **Public Facilities** includes parks, fire facilities, police, and schools. This group of items provides amenities to the Project (park facilities) or houses employees providing services to the area (police, fire).
- **Facilities** is the term used in the Financing Plan to generically include a combination of Backbone Infrastructure and Public Facilities when a precise breakdown is not required.
- **Subdivision Improvements** include in-tract improvements (roads, sewer, water, drainage, irrigation, and landscape) that are in or adjacent to individual subdivision projects. These improvements are funded privately, and the costs of these improvements are not estimated in the Financing Plan.

Infrastructure Phasing

Some Backbone Infrastructure and Public Facilities will need to be installed at the outset of development of the Project, before any homes are constructed. Any remaining infrastructure items are to be built before certain timing triggers, which will be determined by the City and identified in the development agreement.

⁵ The bonding cost for construction is related to the site improvement agreement that will be required in the City.

Proposed Backbone Infrastructure

The cost estimates shown in this section are up-to-date but are subject to revision as updated information becomes available in the future. As the description of facilities and associated cost estimates change, the Financing Plan and associated financing mechanisms will be updated with this information. Any potential reimbursements or credits shall be based on the actual costs incurred.

For additional detail on costs for Backbone Infrastructure required to serve the Project, please refer to the cost estimates provided by Carlson, Barbee & Gibson, Inc., which are included in **Appendix A**. The cost estimates do not include the costs of in-tract and other subdivision-specific improvements, which are assumed will be privately financed. The Financing Plan includes costs for 2 offsite transportation improvements. Any other offsite facilities required for the Project will be funded through existing fee programs or other funding sources and are not included in the cost estimates. Maps of the proposed infrastructure improvements are provided in **Appendix A**. Funding sources for each of these infrastructure types are discussed in **Chapter 4** of this Financing Plan.

Transportation and Roadways

The proposed roadway system is composed of roadways that are internal to the Project area or immediately adjacent to the area, including improvements on South Lincoln Street, South Parkway, and Pitt School Road, and offsite improvements for Pitt School Road and Porter Road. Additional roadway improvements may be identified at a later date if a supplemental traffic study is completed. The total estimated cost is approximately \$34.0 million to construct the proposed roadway system necessary to serve the Project.

The Project will directly fund \$33.3 million in roadway infrastructure through the Southwest Dixon Impact Fee. The Project will be eligible for approximately \$700,000 in roadway fee credits or reimbursements for the following traffic signals:⁶

- Pitt School Road/West A Street;
- Evans Road/W A Street; and
- Gateway Drive/ West A Street.

Water Distribution

The Project is served by two separate water purveyors: the City and Cal Water. The City serves the majority of the Project area and has prepared a Master Plan and Capital Improvement Plan (CIP) outlining the water supply and delivery system necessary to serve their service area. The Project includes distribution system pipe lines which have common benefit. The distribution facilities in the Cal Water service area are adjacent to the plan area boundaries and are small. A portion of these facilities has been included in the following cost estimates.

The total estimated cost is approximately \$4.3 million to construct the major distribution system pipelines necessary to serve the Project. The cost estimates exclude any costs for the proposed

⁶ Based on Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019).

well site located in the Project as the cost to construct the well site is unknown at this time. It is anticipated that the Project will construct the well in Phase 2 and receive fee credits from the City's Water Development Impact Fee program.⁷

The Project will directly fund \$1.0 million in water infrastructure through the Southwest Dixon Impact Fee. A fee credit or reimbursement of approximately \$3.3 million will be allocated to the Project by the City for construction of the 12-inch and 14-inch water mains based on the City's Water Development Impact Fee Connection Update Technical Memorandum, prepared by West Yost and Associates, Inc. (May 30, 2018), the City's 2016 Water System Master Plan, and Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019).

Sanitary Sewer

The sanitary sewer infrastructure consists of a pipe collection system servicing the entire Project. Expansion of treatment facilities are funded under the City development fee program. The estimated total Project cost will be approximately \$5.0 million for construction of a local sewer collection system and sewer main lines to accommodate future growth in the Project.

The Project will directly fund \$4.5 million in sewer infrastructure through the Southwest Dixon Impact Fee. The Project will be eligible for approximately \$500,000 in sewer fee credits or reimbursements for the pipe from Valley Glen Drive to Pitt School Road/West A Street intersection in Phase 1.⁸

Storm Drainage

A total of \$12.3 million to construct drainage improvements, including storm drain mains, canals, detention basin, erosion control, and a pump station.

The Project will directly fund \$11.4 million in storm drainage infrastructure through the Southwest Dixon Impact Fee. The Project will be eligible for approximately \$945,000 in storm drainage fee credits or reimbursements for South Lincoln Parkway drainage improvements and West Basin discharge to McCune Creek.⁹

Irrigation

The Solano Irrigation District currently owns and maintains a system of irrigation canals, ditches, and pipelines that services the agricultural needs of the County area. The Project area is served and crossed by several lateral connections. The irrigation system transports untreated water for irrigation for agricultural needs in the Project area and through the Project site to the agricultural areas in the Project.

⁷ Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019) includes a maximum reimbursement of \$3,012,000 for the Southwest Specific Plan well.

⁸ Based on Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019).

⁹ Ibid.

The Project irrigation cost estimates include replacing the existing concrete pipe infrastructure with reinforced concrete pipe to withstand the increase in traffic loads. The total cost of irrigation improvements to the Project is \$1.9 million.

Landscape (Roadways)

The total cost to construct parkway landscape and irrigation, vegetated swale, roadside swale, driveway culverts, and median landscape irrigation for the Project is estimated to be approximately \$5.1 million.

Public Facilities

As shown on **Table 1**, the Project will include 32.6 acres of parks and a fire station, which will be funded through the Project's fair share contribution to the existing City fee programs. The Project will also satisfy its fair share funding obligation for police and school facilities through existing City fee programs. For this analysis, costs are assumed to equal fee revenue generated by the Project. As shown on **Table 2**, the estimated Public Facilities cost is approximately \$25.1 million. **Appendix B** contains detailed information regarding fee revenue generated by the Project. If the Project constructs the SW neighborhood Park in Phase 1, the Project would receive \$765,000 in fee credits for the park.¹⁰

¹⁰ Based on Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019).

4. FINANCING STRATEGY AND FUNDING SOURCES

To fund the necessary infrastructure to support the Project, a variety of funding sources will be used. Existing fee programs will be used when appropriate. However, existing fee programs will not adequately fund the required up-front cost of Backbone Infrastructure and Public Facilities. **Appendix E** shows the total cost and funding sources for each phase of development.

Approximately \$57.2 million of the \$62.7 million required in Backbone Infrastructure will be funded by the Project developers at buildout, as shown in **Table 3**. Therefore, this Financing Plan uses a combination of developer funding or construction of up-front infrastructure, including the possible use of CFD formation, to fund costs not funded through existing fee programs.

As shown in **Table 3**, the Project will generate approximately \$25.1 million in fee revenues for parks, fire, police, and schools. As shown in **Table B-1** in **Appendix B**, the Project will also generate fee revenue to the City for infrastructure improvements that benefit the City as a whole but are not for infrastructure specific to the Project. The Project is estimated to generate approximately \$49.7 million in citywide fee revenue at buildout, excluding fee revenue for parks, fire, and police, and is to be used for projects that are included in City CIPs. The Project is estimated to generate approximately \$15.3 million in citywide parks, fire, and police revenues. It is assumed that the Project costs for parks, fire, and police is equal to the revenue generated by the Project.

Funding Sources

Existing Fee Programs

There are several existing fee programs that will fund improvements citywide, including some improvements in the Project. It is estimated that approximately \$65.0 million in existing citywide fees and \$21.5 million in other agency fees will be paid by developers in the Project for facilities in other/special district programs. Fee revenue generated by Project development is identified in **Table B-1** in **Appendix B**.

Existing fees are paid at the time building permits are issued or at final map. In some cases, developers may need to advance-fund the initial phases of infrastructure construction required to serve the Project. This Financing Plan is based on the assumption that fee credits or reimbursements for facilities otherwise funded by the City fee programs may be available if developers fund and construct fee funded facilities. Fee credits for completed improvements may be offset against fees from the first units constructed by the developer until the fee credits are expended. If the cost of the facility exceeds the potential credits for a developer, the City may enter into a reimbursement agreement with the developer. Fee credits and reimbursements are available at different times depending on the type of facilities constructed. As discussed in more detail in **Chapter 3**, fee credits will be available for eligible improvements. Fee credits may also be available to individual projects for development of park, fire, and other Public Facilities in the Project if the Project constructs these facilities.

Existing fee programs are subject to periodic updates as new infrastructure costs, land use, and revenue information becomes available. When updates occur, fees will be adjusted to account for the updated information.

Citywide Fees

The City has an existing development impact fee program to fund improvements that benefit the entire City. Southwest Dixon development projects will fund a total of \$65.0 million in citywide transportation, police, fire, administrative facilities, public works, parks, community centers, wastewater, drainage facilities, water connections, and railroad grade separation at buildout. Development in the Project will pay these citywide fees at building permit to construct improvements throughout the City.

Reimbursements/Fee Credits by the City

The Project will be eligible for roadway fee credits for the Pitt School Road/West A Street, Evans Road/W A Street, and Gateway Drive/ West A Street traffic signals. The Project will also be eligible for fee credits for the sewer pipe from Valley Glen Drive to Pitt School Road/West A Street intersection in Phase 1. Storm drainage fee credits would be available for the South Lincoln Parkway drainage improvements and West Basin discharge to McCune Creek.¹¹

A total of \$3.3 million in fee credits or reimbursements from the City Water Impact Fee would be allocated to the Project for construction of water infrastructure, which is included in the updated Water Development Impact Fee. This infrastructure would include the 12-inch and 14-inch water mains that are included in the Water Development Impact Fee. This infrastructure benefits the Project area, as well as some development outside the Project area.

As stated previously, if the Project constructs the SW neighborhood Park in Phase 1, the Project will receive \$765,000 in fee credits for the park.

All fee credits and reimbursements shall be based on the actual cost of improvements.

School District Impact Fees

State law allows school districts to impose fees on new residential and nonresidential development. Level I fees are capped by law, and that cap amount is split between elementary and high school districts. If school districts meet certain criteria, they may impose Level II fees on residential development. Level II fees are not capped but follow a strict formula set forth in the law. The Project pays the current Level I fees for DUSD, which will satisfy the Project's funding obligation for school facilities.

County PFF

The County levies a development impact fee to fund public protection, health and social services, general government facilities, regional transportation, and program administration.

¹¹ Based on Exhibit H "Improvements Eligible for Reimbursement through AB 1600 Impact Fees" of the DA (April 2019).

Other Existing Development Impact Fee Programs and Charges

The Project will be subject to other City, County, and Other Agency development impact fee programs that are not anticipated to fund Project-related Backbone Infrastructure and Public Facilities.

Proposed Southwest Dixon Fee Program

Detailed further in **Chapter 5**, the proposed Southwest Dixon Impact Fee will fund those Backbone Infrastructure costs that are not funded by existing fee programs or other funding sources identified in the section to follow. Facilities included in the Southwest Dixon Impact Fee include those facilities with planwide benefits (i.e., serve multiple individual subdivisions), the costs of which should be distributed amongst Project land uses and ownership interests.

The Southwest Dixon Fee Program will be a City-implemented, plan area-specific development impact fee program applicable only to new Project development. Potential infrastructure to be funded by this fee includes: roadway; water; sewer; drainage; irrigation; and roadway landscaping.

Developer Funding

Project Funding and Reimbursements

This Financing Plan anticipates that revenues produced by existing fee programs will not cover the total cost of Backbone Infrastructure and Public Facilities required in the Project. Approximately \$57.2 million in Backbone Infrastructure costs will need to be funded by the Project developers at buildout, as shown on **Table 3**. The cost of Backbone Infrastructure funded by the Project developers by phase is shown in **Appendix E**.

The Project funding is based on an allocation of costs to the 1,365 units and 921,000 nonresidential building square feet proposed at buildout. The cost estimates and responsibilities of the Project developers will vary by phase. Earlier phases initially may pay more than their fair share of infrastructure costs. To address this issue, the Financing Plan allows for reimbursement so that all developers pay their proportionate share. The constructing developers will create a private agreement to manage funding, construction, and reimbursement of the required infrastructure, consistent with and subject to the City's fee credit and reimbursement policies. The method of reimbursement is described below. Developers who fund advanced infrastructure construction will receive reimbursement when sufficient revenue has been collected. Taylor Builders owns most of the Project and will be the constructing developer for the improvements included in this Financing Plan. The nonparticipating land uses will reimburse the constructing entity for their fair share of the improvements.

Land-Secured Financing

This Financing Plan includes the potential use of land-secured financing, in the form of either a Mello-Roos CFD or an Assessment District, for a portion of Backbone Infrastructure:

- **Mello-Roos CFD.** The Mello-Roos Community Facilities Act of 1982 enables public agencies to form CFDs and levy a special tax on property owners in those CFDs. These special taxes may be used to pay debt service on CFD bonds or to finance public improvements directly on a pay-as-you-go (PAYGO) basis.

- **Assessment Districts.** California statutes give local governments the authority to levy several special assessments for specific public improvements such as streets, storm drains, sewers, streetlights, curbs, gutters, and sidewalks. The agency creates a special Assessment District that defines both the area to benefit from the improvements and the properties that will pay for the improvements.

Although this Financing Plan identifies sources of funding for all the included Backbone Infrastructure and Public Facilities, major facility oversizing and substantial up-front capital outlays may be required for certain projects. The City will determine whether oversizing will be permitted to be funded by a CFD.

A CFD is the most likely form of land-secured financing to be used to mitigate up-front costs of construction or acquisition of Backbone Infrastructure and Public Facilities in the Project, and it is anticipated that Project developers may elect to form a CFD on all or a portion of the Project.

The proceeds from a CFD bond sale can be used for direct funding of improvements, to acquire facilities constructed by the developer, to reimburse developers for advance-funding improvements, or to pay certain development fees. The annual special tax can be used toward bond debt service or to build or reimburse for infrastructure as needed.

Bonding Capacity of the Project

Table 4 shows the estimated bond proceeds generated by each phase of development for the Project. The actual bonding capacity will depend on the interest rates and property values in place at the time of bond issuance. The list of bond-funded facilities will be determined before the issuance of bonds. If a facility which is included in the City or other fee program is instead funded with bond financing in a CFD, a developer may be given a "fee reduction" or fee credit subject to the terms of a fee credit agreement between the developer and the City.

It is possible that the initial bond issue may be constrained by the appraised value of land in the CFD at the time bonds are sold. The further in the development process the property is (i.e., final map compared to tentative maps) the greater the appraised value. Also, it is important to note that estimates of bond capacity are preliminary and will likely vary once a land-secured CFD is implemented.

Table 4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Sizing (2018\$)

Item	Assumptions	Estimated Bond Sizing							
		Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout [1]
Maximum Special Taxes Available for Debt Service									
Estimated Annual Maximum Special Taxes		\$926,100	\$162,000	\$137,700	\$699,200	\$431,100	\$538,900	\$575,400	\$3,470,400
Less Estimated Administration Costs	4%	(\$38,000)	(\$7,000)	(\$6,000)	(\$28,000)	(\$18,000)	(\$22,000)	(\$24,000)	(\$143,000)
Less Delinquency Coverage	10%	(\$93,000)	(\$16,000)	(\$14,000)	(\$70,000)	(\$43,000)	(\$54,000)	(\$58,000)	(\$348,000)
Adjustment for Rounding		\$4,900	\$1,000	\$2,300	\$8,800	\$9,900	\$7,100	\$6,600	\$40,600
Estimated Gross Debt Service (Rounded)		\$800,000	\$140,000	\$120,000	\$610,000	\$380,000	\$470,000	\$500,000	\$3,020,000
Bond Proceeds and Bond Size									
Total Bond Size		\$11,012,000	\$1,928,000	\$1,652,000	\$8,397,000	\$5,231,000	\$6,470,000	\$6,883,000	\$41,573,000
Adjustment for Rounding		\$88,000	\$72,000	\$48,000	\$3,000	\$69,000	\$30,000	\$17,000	\$327,000
Total Bond Size (Rounded)		\$11,100,000	\$2,000,000	\$1,700,000	\$8,400,000	\$5,300,000	\$6,500,000	\$6,900,000	\$41,900,000
Increase for Annual Escalation [2]		\$2,220,000	\$400,000	\$340,000	\$1,680,000	\$1,060,000	\$1,300,000	\$1,380,000	\$8,380,000
Total Bond Size (Rounded)		\$13,320,000	\$2,400,000	\$2,040,000	\$10,080,000	\$6,360,000	\$7,800,000	\$8,280,000	\$50,280,000
Estimated Bond Proceeds									
Rounded Bond Size		\$13,320,000	\$2,400,000	\$2,040,000	\$10,080,000	\$6,360,000	\$7,800,000	\$8,280,000	\$50,280,000
Less Capitalized Interest	12 months	(\$799,000)	(\$144,000)	(\$122,000)	(\$605,000)	(\$382,000)	(\$468,000)	(\$497,000)	(\$3,017,000)
Less Bond Reserve Fund	1-yr. debt service	(\$800,000)	(\$140,000)	(\$120,000)	(\$610,000)	(\$380,000)	(\$470,000)	(\$500,000)	(\$3,020,000)
Less Issuance Cost	5%	(\$666,000)	(\$120,000)	(\$102,000)	(\$504,000)	(\$318,000)	(\$390,000)	(\$414,000)	(\$2,514,000)
Estimated Bond Proceeds		\$11,055,000	\$1,996,000	\$1,696,000	\$8,361,000	\$5,280,000	\$6,472,000	\$6,869,000	\$41,729,000
Assumptions [3]									
Interest Rate		6.00%							
Term		30 years							
Annual Escalation		2.00%							

est bond

Source: EPS.

[1] Buildout equals the sum of Phase 1 through Phase 5.

[2] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total bond size by approximately 20%.

[3] Estimated bond sizing based on a conservative interest rate assumption that is above today's current market but reflective of longer-term trends. This conservative, above-market rate is used given the potential for multiple series of CFD bond sales occurring over several years. Actual interest rates will be determined when each series of CFD bonds are sold.

5. *SOUTHWEST DIXON FEE PROGRAM*

This Financing Plan proposes adoption of a new plan area fee program (i.e., Southwest Dixon Fee Program) to fund Project Backbone Infrastructure. The proposed Southwest Dixon Fee Program is designed to fund construction of Backbone Infrastructure improvements necessary to accommodate new residents generated by Project development after taking into consideration a variety of other funding sources for the improvements.

Southwest Dixon Fee Program

The proposed Southwest Dixon Fee Program will be required to fund the cost of Backbone Infrastructure needed in the Project to accommodate planned development but that are not funded by existing fee programs or other sources of revenue. Backbone infrastructure anticipated to be included in the proposed Southwest Dixon Fee Program includes the following improvements:

- Roadways
- Water
- Sewer
- Drainage
- Irrigation
- Landscape (roadway)

Southwest Dixon Fee Program Cost Allocation

To ensure developed land uses will fund their pro-rata share of Backbone Infrastructure, the costs of such improvements are allocated across all land uses, based on the relative need for the improvements generated by each land use as measured by dwelling unit equivalent (DUE) factors or other measures of benefit such as developable acres. Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance with AB 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use, as shown in **Appendix C**. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

The purpose of allocating certain improvement costs among the various land uses is to provide an equitable method of funding required infrastructure. The key to apportioning the cost of improvements to different land uses is the assumption that the demands placed on Backbone Infrastructure improvements are related to land use type and that such demands can be stated in relative terms for all particular land uses. It is by relating demand for facilities to land use types that a reasonable nexus, or relationship, can be established to apportion each land use's "fair share" costs.

A DUE is a common use factor that enables the allocation of improvement costs among residential and nonresidential land uses. A DUE is defined as the amount of facility use for each land use relative to a single-family unit.

Table C-1 in **Appendix C** shows a summary of the total cost for each type of facility to be included in the proposed Southwest Dixon Fee Program. The cost allocation factors used in **Appendix C** calculate the relative need by land use for each facility type based on a measurement of demand generated.

Cost Allocation Methodology

The methodology for allocating costs needed to accommodate new land uses is summarized below:

1. Determine the total cost of new Backbone Infrastructure required to serve new residents in the Project.
2. Determine the net cost of infrastructure to be funded by the Southwest Dixon Fee Program after accounting for other financing sources, such as citywide sources, State and federal sources, development impact fees, and other plan areas.
3. Determine the amount of development in the Project that will need to be served by new Backbone Infrastructure.
4. For each infrastructure improvement needed to accommodate new Project development:
 - a. Determine the appropriate cost allocation factor by which to allocate to different land uses the cost of the infrastructure needed to serve new development.
 - b. Apply the appropriate cost allocation factor to each land use type to determine the allocation of costs to each land use category.
 - c. Divide the total cost allocated to each land use zoning category by the number of dwelling units for residential land uses to determine the cost per dwelling unit.
5. Add an administration component to fund the administration, oversight, implementation, and updates to the Southwest Dixon Fee Program.

Appendix C shows how the facilities costs were allocated to each new land use using DUE factors as described above.

Additional administrative costs associated with completing and periodically updating the proposed Southwest Dixon Fee Program is equal to 3 percent of the Southwest Dixon Impact Fee for each benefiting land use category.

Table C-1 in **Appendix C** shows the preliminary cost allocations, on a per-unit basis, for Backbone Infrastructure.

Southwest Dixon Fee Program Implementation

The cost allocation methodology described above will provide the basis for establishing the Southwest Dixon Fee Program. A nexus study will finalize the cost allocation formulas and provide the necessary findings to update the fee program. Both the Financing Plan and the

nexus studies will be updated periodically as more refined costs, funding, and land use data are available. Owners of developing parcels will be required to fund their share of facility costs through the fee program.

6. FEASIBILITY OF THE FINANCING PLAN

This chapter reviews the overall financial feasibility of the Financing Plan. The financial feasibility is addressed by reviewing a total infrastructure burden analysis, as well as bond issuance guidelines, to ensure the financing districts will meet the required financial tests.

Description of Static Feasibility Analyses

This analysis includes the following static methods for evaluating the financial feasibility of the proposed Project:

- Total Infrastructure Cost Burden of Major Infrastructure.
- Total Taxes and Assessments as a Percentage of Sales Price.

Each of these methods is based on a static financial feasibility evaluation. To be considered financially feasible, the Project should meet each of the static feasibility tests.

It is important to note that these feasibility metrics, described in further detail below, should be considered an initial diagnostic, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria or whether measures should be taken to improve viability, either through a reduction in cost burdens, identification of other funding sources, or other approaches. None of the indicators, by themselves, should be considered absolute determinations regarding Project feasibility.

Total Infrastructure Cost Burden

It is common for developers of major development projects to advance-fund and carry infrastructure costs for some period. The impact of the land developer's cost burden depends on several factors, including the time frame for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices.

The purpose of the total infrastructure cost burden of Backbone Infrastructure feasibility test is to assess the financial feasibility of the Project, given all current and proposed fees and the additional burden of Project-specific infrastructure costs. As such, this feasibility test assesses the additional fee burden on residential dwelling units associated with the proposed infrastructure improvements.

The total infrastructure cost burden of major infrastructure feasibility test provides a performance indicator of a project's feasibility. For each residential and nonresidential land use, the total cost burden per dwelling unit is calculated as a percentage of the finished sales price. Project feasibility is evaluated based on the following general guidelines or benchmarks:

- Burdens below 15 percent generally are considered financially feasible.
- Burdens between 15 and 20 percent may be feasible depending on the specific circumstances of the project.
- Burdens above 20 percent suggest a project may not be financially feasible unless other components of the project pro forma are particularly advantageous to the developer, thus allowing the project to bear unusually high infrastructure costs.¹²

These static feasibility benchmarks are based on EPS's experience conducting financial feasibility analyses for numerous projects throughout the Sacramento Region and Central Valley over the last 3 decades. This feasibility diagnostic is merely a tool that can be used—along with other tools—as a general measure of financial feasibility. This measure should not automatically be taken to mean that if one land use type exceeds the threshold, the project definitely is infeasible. In certain circumstances, there are ways in which a development project can mitigate against a high cost burden. In addition, the infrastructure costs will be fine-tuned and possibly reduced as engineering studies are completed closer to actual construction.

As mentioned previously, this feasibility metric should be considered an initial diagnostic, offering a general indicator of whether or not a project is likely to meet financial feasibility criteria, or whether measures should be taken to improve viability either through a reduction in cost burdens, identification of other funding sources, or other approaches. The infrastructure feasibility test is one of the many methods of determining project feasibility. There are numerous factors that affect the feasibility of a project. Other factors should be considered when evaluating financial feasibility, including a developer's internal rate of return, cost of land, absorption rates, and the timing of capital investments and reimbursements. As shown in **Table 5**, the total cost of infrastructure and Public Facilities accounts for between approximately 12 percent and 19 percent of the estimated finished home sales price of residential units in the Project. Infrastructure cost burdens of this magnitude are at the upper range of feasibility targets but may be feasible depending on the specific project circumstances. This diagnostic indicates that other factors such as the magnitude of advance-funding requirements, reimbursement timeframes, and development absorption will factor into Project feasibility.

The infrastructure cost burden could change for several reasons, including a re-allocation of costs among land uses and cost reductions resulting from fine-tuning the estimates as engineering studies are completed and the Project becomes closer to implementation. The cost burden estimates will be further refined as the Project is implemented.

Table 5 also shows the estimated infrastructure cost burdens for nonresidential development based on estimated finished values for such land uses. Given the variety of other factors that influence the timing and feasibility of nonresidential development, maximum infrastructure cost burdens for nonresidential development typically tend to be lower as compared to residential

¹² Such other components may include extraordinarily low land basis (e.g., land has been in the family for a long time, land acquired during severe real estate market downturn, etc.), development phasing (e.g., fast early absorption ahead of a major infrastructure cost such as a new water treatment plant), or low or no environmental mitigation requirements (e.g., through avoidance or on-site preservation).

Table 5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Infrastructure Cost Burden

Fees current as of July 2018

Item	Residential				Nonresidential		
	Low Density	Medium Density Low	Medium Density High Senior Affordable	Medium Density High Other Affordable	Community Commercial	Highway Commercial	Employment Center (Industrial)
Assumptions							
Net Acres	234	97	5	5	21	11	42
Number of Units	665	568	69	63	-	-	-
Unit Size/Bldg. Sq. Ft.	2,500	2,000	1,500	1,500	224,478	185,130	511,830
Garage Square Feet	400	400	400	400	-	-	-
Units per Acre	2.84	5.8	13.51	13.51	-	-	-
Building Valuation (VA)	\$340,801	\$276,656	\$212,511	\$212,511	\$22,164,975	\$18,279,736	\$37,767,936
	<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per unit</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>	<u>per sq. ft.</u>
Processing Fees							
Building Permit	\$2,714	\$2,265	\$1,816	\$1,816	\$0.16	\$0.17	\$0.10
Technology Fee	\$35	\$35	\$35	\$35	\$0.00	\$0.00	\$0.00
General Plan Update	\$682	\$553	\$425	\$425	\$0.20	\$0.20	\$0.15
Strong Motion	\$44	\$36	\$28	\$28	\$0.03	\$0.03	\$0.02
California Building Standards Commission	\$14	\$11	\$9	\$9	\$0.00	\$0.00	\$0.00
Electrical Permit	\$69	\$55	\$41	\$41	\$0.00	\$0.00	\$0.00
Plumbing Permit	\$138	\$110	\$75	\$75	\$0.01	\$0.01	\$0.01
Mechanical Permit	\$69	\$55	\$41	\$41	\$0.00	\$0.00	\$0.00
Building Plan Check	\$1,357	\$1,133	\$1,180	\$1,180	\$0.10	\$0.11	\$0.06
Energy Plan Check	\$35	\$35	NA	NA	\$0.00	\$0.00	\$0.00
Fire Plan Check	\$678	\$566	\$454	\$454	\$0.04	\$0.04	\$0.02
Measure B Application Fee	\$75	\$75	\$75	\$75	\$0.00	\$0.00	\$0.00
Subtotal Processing Fees	\$5,909	\$4,929	\$4,177	\$4,177	\$0.54	\$0.57	\$0.37
City Development Impact Fees [1]							
Transportation	\$569	\$569	\$455	\$455	\$1.14	\$1.14	\$0.30
Police	\$625	\$625	\$567	\$567	\$0.39	\$0.39	\$0.49
Fire	\$1,438	\$1,438	\$1,304	\$1,304	\$0.90	\$0.90	\$1.12
Administrative Facilities	\$916	\$916	\$830	\$830	\$0.57	\$0.57	\$0.72
Public Works	\$241	\$241	\$218	\$218	\$0.15	\$0.15	\$0.19
Parks	\$8,256	\$8,256	\$7,483	\$7,483	\$0.00	\$0.00	\$0.00
Community Centers	\$2,602	\$2,602	\$1,420	\$1,420	\$0.00	\$0.00	\$0.00
Wastewater [2]	\$12,130	\$12,130	\$8,492	\$8,492	\$0.96	\$1.17	\$0.42
Drainage [3]	\$6,120	\$6,120	\$2,813	\$2,813	\$4.48	\$2.98	\$3.99
Water Connection Fee [4]	\$5,922	\$5,922	\$5,922	\$5,922	\$0.20	\$0.25	\$0.09
Subtotal City Development Fees	\$38,818	\$38,818	\$29,504	\$29,504	\$8.81	\$7.55	\$7.32

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**Table 5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Infrastructure Cost Burden**

**Fees current
as of July 2018**

Item	Residential				Nonresidential		
	Low Density	Medium Density Low	Medium Density High Senior Affordable	Medium Density High Other Affordable	Community Commercial	Highway Commercial	Employment Center (Industrial)
Development Agreement Fees							
Flexible Grant [5]	\$3,516	\$3,516	\$0	\$0	\$0.00	\$0.00	\$0.00
Railroad Grade Separation Fee [6]	\$4,636	\$4,636	\$0	\$0	\$0.44	\$0.44	\$0.44
Subtotal Development Agreement Fees	\$8,152	\$8,152	\$0	\$0	\$0.44	\$0.44	\$0.44
Other Agency Fees							
Dixon Unified School District Fee [7]	\$8,000	\$6,400	\$765	\$4,800	\$0.51	\$0.51	\$0.51
Solano County Public Facilities Fee	\$8,317	\$8,317	\$4,408	\$6,346	\$0.93	\$0.93	\$0.65
Subtotal Other Agency Fees	\$16,317	\$14,717	\$5,173	\$11,146	\$1.44	\$1.44	\$1.16
Subtotal Fees	\$69,196	\$66,616	\$38,853	\$44,826	\$11.23	\$10.00	\$9.29
Southwest Dixon SFD Fee [8]	\$26,653	\$20,118	NA	NA	\$45.11	\$34.79	\$18.70
Southwest Dixon SFD Administration Fee (3%)	\$800	\$604	\$437	\$437	\$1.35	\$1.04	\$0.56
Total Fees	\$96,648	\$87,337	\$39,290	\$45,263	\$57.69	\$45.83	\$28.55
<hr/>							
Sales Price per Unit/Sq. Ft. [9]	\$525,000	\$450,000	\$325,000	\$325,000	\$300	\$300	\$150
Infrastructure Burden Costs as a % of Sales Price	18%	19%	12%	14%	19%	15%	19%

burden

Source: City of Dixon; Solano County; Dixon USD; Carlson, Barbee & Gibson, Inc. (September 17, 2018); Goodwin Consulting Group, Inc.; EPS.

- [1] Reflects the increased fees adopted by the City Council in December 2018 pursuant to Resolution 18-200.
- [2] Assumes two 2-inch medium strength meters for nonresidential land uses.
- [3] Assumes the drainage rate for Fee Area A2.
- [4] Assumes one 2-inch meter for domestic use and one 2-inch meter for irrigation for commercial uses. Assumes one 1.5-inch meter for domestic use and one 1.5-inch meter for irrigation for industrial uses.
- [5] As of the Effective Date of the DA, December 8, 2005, the Flexible Grant equaled \$2,754 per market rate single-family house. Per the DA, this fee is to be increased annually each January 1, beginning one year after the Effective Date of the DA to reflect the changes in the CPI. Rate based on the Goodwin Consulting Group February 5, 2019 memorandum.
- [6] Railroad Grade Separation Fee applies to Valley Glen, Parklane, and Southwest Developments only. Does not apply to affordable units. The fee rate has been escalated by 3% annually since July 1, 2007. Rate based on the Goodwin Consulting Group February 5, 2019 memorandum.
- [7] Senior residential development is charged the non-residential school fee rate.
- [8] Per the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [9] The sale prices used in this analysis are conservative for feasibility purposes. May not reflect the actual sales price at the time of project development.

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development. Preliminary findings suggest that all nonresidential land uses may be feasible under the infrastructure cost burden test, assuming current finished values and an estimated infrastructure burden per unit (including the proposed new Southwest Dixon Fee Program). As mentioned previously, this measure should not automatically be taken to mean that if one land use type exceeds the threshold, the Project definitely is infeasible. In certain circumstances, there are available approaches to mitigate against a high cost burden, such as an increase in sales price or decrease in infrastructure burden.

As mentioned previously, it is common for developers of major development projects to advance-fund and carry infrastructure costs for some length of time. The impact of the land developer's cost burden depends on several factors, including the time frame for the reimbursements and the extent to which full reimbursement is received, either through public funding programs or through adjustments in land sales prices. Most of the nonresidential development for the Project is located in Phase 5, which is a non-participant at this time and currently anticipated to be developed at a later time. Therefore, Phase 5 development is not anticipated to advance-fund and carry a large amount of infrastructure costs, which would help mitigate against a high cost burden.

Taxes and Assessments Feasibility Analysis

The measurement of Total Taxes and Assessments as a Percentage of Sales Price often is referred to as the "2-percent test." This metric is yet another measure of the financial feasibility of a project evaluated by land developers, builders, and municipal governments. The Total Taxes and Assessments as a Percentage of Sales Price is a general rule for the feasibility of proposed annual special taxes and assessments. In general, if the sum of property taxes, other ad valorem taxes, and all annual special taxes and assessments is less than 2 percent of the average finished home sales price, then the burden of annual taxes and assessments is considered financially feasible. In the greater Sacramento Region, jurisdictions and developers typically target total taxes and assessments at levels no greater than approximately 1.6 percent to 1.8 percent of the finished home sales price.

Table 6 shows the estimated taxes and assessments as a percentage of home sales prices for 2 different proposed market-rate Project land uses. The total annual amount includes the following taxes and assessments:

- Property taxes.
- Other general ad valorem taxes (e.g., school/other general obligation bonds).
- Special taxes and assessments.
- Potential Services CFD, including detention pond maintenance (proposed in this Financing Plan). Potential Services CFD rates provided by Goodwin Consulting Group, Inc.¹³
- Infrastructure CFD taxes (proposed in this Financing Plan).¹⁴

¹³ The Project-specific services and infrastructure CFDs may be included in one CFD authorization.

¹⁴ Ibid.

Table 6
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Total Effective Tax Rate- Residential Market-Rate Units

Item	Assumption	Residential [1]	
		Low Density	Medium Density
Assumptions			
Acres (net)		234	97
Number of Units		665	568
Unit Square Feet		2,500	2,000
Estimated Assessed Value [2]		\$525,000	\$450,000
Property Taxes			
General Property Tax	1.000000%	\$5,250	\$4,500
Solano County Water Agency - State Water Project	0.020000%	\$105	\$90
Solano Community College 2015 General Obligation Refunding Bonds	0.000701%	\$4	\$3
Dixon USD General Obligation Bonds	0.084109%	\$442	\$378
Solano Community College GOB 2012 Series A	0.004991%	\$26	\$22
Solano Community College GOB 2012 Series B	0.003224%	\$17	\$15
Solano Community College 2014 GOB Ref Series A	0.001630%	\$9	\$7
Solano Community College 2014 GOB Ref Series B	0.013831%	\$73	\$62
Solano Community College 2012 GOB Series C	0.014512%	\$76	\$65
Total Ad Valorem Taxes Range	1.142998%	\$6,001	\$5,143
Estimated Special Annual Taxes/Assessments			
Solano Irrigation District Assessment [3]		\$50	\$52
Solano Irrigation District Standby Charge [4]		NA	NA
San Francisco Bay Restoration Authority - Measure AA		\$12	\$12
Total Estimated Special Annual Taxes/Assessments			
Potential Southwest Dixon Services CFD [5] [6]	Placeholder	\$600	\$600
Estimated Southwest Dixon Infrastructure CFD [6]		\$2,700	\$2,300
Total Annual Taxes and Assessments		\$9,362	\$8,107
Taxes & Assessments as % of Sales Price		1.78%	1.80%

two percent

Source: Solano County; Taylor Builders; John Burns Real Estate Consulting; EPS.

[1] Market rate units only. The project is located in Tax Rate Areas (TRAs) 2030, 2031, 2032, and 2035.

[2] Based on preliminary finished unit selling price estimates provided by John Burns Real Estate Consulting, July 24, 2017.

[3] Assessment rate of 0.1586 per \$100 of assessed land value. Land value of \$12.5 and \$16.25 for low density and medium density, respectively. Land values provided by Taylor Builders.

[4] Does not apply to parcels under 5 acres.

[5] Placeholder amount based on the preliminary Goodwin Consulting Group analysis. Includes detention pond maintenance.

[6] The Project specific services and infrastructure CFDs may be included in one CFD authorization.

Development in the Project is subject to participation in several special taxes and assessments. When combined with the potential implementation of services CFD and an infrastructure special tax of \$2,700 per low density unit and \$2,300 per medium density low unit, which is commensurate with other projects in the region, total special taxes and assessments for the Project would be at the higher end of the feasibility range, ranging from 1.78 percent to 1.80 percent. While the Project special tax and assessment burden generally remains within feasible ranges after the addition of the Project Infrastructure CFD, capacity for additional CFD special taxes is limited. The special taxes and assessments may affect the Project's competitiveness relative to other similar positioned projects.

7. FINANCING SOURCES FOR SERVICES AND ONGOING OPERATION AND MAINTENANCE

This chapter includes additional information regarding funding sources that will be used to fund annual services and ongoing operation and maintenance costs. “Services” refers to general government or other services, such as law enforcement protection, that will be provided by public agencies. Operation and maintenance costs refer to the costs to operate and maintain Backbone Infrastructure and other Public Facilities.

Once Backbone Infrastructure and other Public Facilities are completed, they will be dedicated to or acquired by public agencies. These public agencies will be responsible for operating and maintaining the facilities. The Financing Plan provides estimates of the operations and maintenance costs.

Development in the Project will be required to participate in one or more existing special financing districts to fund public services and the maintenance and operation of public improvements, which are detailed below:

- Solano Irrigation District Assessment.
- San Francisco Bay Restoration Authority—Measure AA.

Development in the Project will be required to participate in one or more special financing districts to fund public services and the maintenance and operation of the public improvements, which are detailed below:

- Potential Project Services CFD to fund ongoing operations and maintenance of other facilities.

Participation in these districts will be determined by the City or special districts no later than the filing of final maps. The City may require a CFD services special tax for the operations and maintenance of the detention pond. This Analysis is based on the assumption the operations and maintenance of the detention pond is included with the potential Project Services CFD, as shown on **Table 6** in **Chapter 6**.

8. IMPLEMENTATION

Implementation of the Financing Plan ensures new development will pay its fair share of the cost of Backbone Infrastructure and other Public Facilities required to serve the Project area. Facilities will be constructed as they are needed to serve new development. The City will administer implementation of the Financing Plan, which may require the following items:

- Reimbursements to be controlled by reimbursement agreements between the developers and the City. The time frame for reimbursements will be limited through the terms of the reimbursement agreement.
- Possible formation of the Mello-Roos CFD(s) or Assessment District(s) and administration of subsequent bond sales and tax collection.
- Accounting for fee payments, fee credits, or reimbursements.
- Close coordination with all appropriate City departments to implement the Financing Plan.
- Working with property owners and the development community during Project buildout to resolve specific infrastructure construction responsibility, financing issues, and fair share cost obligations that arise as part of the individual land development-application process.

Southwest Dixon Impact Fee Implementation

As documented in previous chapters, the Southwest Dixon Impact Fee estimates provided in this Financing Plan are based on the best facility improvement cost estimates, administrative cost estimates, and land use information available at this time. If costs change significantly, if the type or amount of new development changes, if other assumptions significantly change, or if other funding becomes available (as a result of legislative action on State and local government finance, for example), the fee program should be updated accordingly.

After the fees presented in this report are established, the City will conduct annual and other periodic reviews of facility improvement costs and other assumptions used as the basis of this Financing Plan. Based on these reviews, the City may make necessary adjustments to the fee program through subsequent fee program updates.

The cost estimates presented in this report are in constant 2018 dollars. The City automatically may adjust the costs and fees each year as outlined in this chapter.

Administration Fee Component

An administrative fee will be collected to fund the administration, oversight, implementation, and updates of the Southwest Dixon Fee Program, including administration of any credit and reimbursement agreements. The administration fee will include adequate funding to cover all City costs.

While the administration fee is required to cover actual costs of administering the program on an annual basis, this fee component also must collect adequate funding to cover periodic updates to

the program that are above and beyond annual monitoring and maintenance. To account for these circumstances, it is recommended the administration fee be established as a percentage (3 percent) of the Southwest Dixon Impact Fee.

Reimbursements and Fee Credits

The City and individual developers may agree to have developers build or advance-fund certain facilities contained in the City's CIP. The facilities advance-funded or built may be part of the fee program or funded by non-fee revenues. In the case of such an agreement, developers should receive a reimbursement or fee credit based on the terms of the agreement. Infrastructure projects that are the financial responsibility of the developer (i.e., designated as private capital) are not subject to reimbursement or fee credits.

For instance, if a developer constructs and funds the water main line in the fee program, then the developer would be eligible for a reimbursement or fee credit up to the amount of funding that was to be included in the fee program. In such an instance, the City and the developer would come to agreement before construction of the improvement to determine the amount, timing, and manner of repayment of the advance-funding: fee credit or reimbursement. The City will establish a set of procedures to manage reimbursement/credit agreements. The procedures could include forms of any agreement and accounting procedures to manage the reimbursement/credit program.

Fee Program Updates

The Project is expected to develop in multiple phases over time. In addition, it is anticipated that as the Financing Plan is implemented, infrastructure costs and available funding sources will change as development occurs. Therefore, the Financing Plan will need to be updated periodically as modifications to financing programs, land uses, and cost estimates for infrastructure and Public Facilities occur. Changes in the Financing Plan should be re-evaluated in the context of the overall financing strategy to ensure required funding is available when needed. The costs and funding sources will also need to be adjusted periodically to reflect inflation costs because information contained in the Financing Plan is shown in 2018 dollars. Possible changes in the Financing Plan and cost estimates include these:

- New or revised infrastructure projects.
- New cost information based on actual construction costs, updated engineering estimates, or changes in the land use plan.
- New funding source data.
- Inflationary adjustment to cost and funding data.



APPENDICES:

- Appendix A: Cost Estimates
- Appendix B: Fee Revenue
- Appendix C: Cost Allocation
- Appendix D: Maximum Special Tax and Bond Proceeds
- Appendix E: Funding Sources



APPENDIX A: Cost Estimates

Table A-1	Estimated Roadway Costs by Phase (3 pages).....	A-1
Table A-2	Estimated Water Costs by Phase	A-4
Table A-3	Estimated Sewer Costs by Phase	A-5
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Table A-6	Estimated Landscape Costs by Phase	A-8

CBG Engineer's Preliminary Cost Estimate Major Infrastructure

Table A-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Roadway Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							Buildout
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	
Backbone Infrastructure								
Clear and Grub	\$50,625	\$2,700	-	\$35,775	\$18,150	\$8,775	\$9,225	\$125,250
Earthwork	\$251,340	-	-	\$216,420	\$69,000	\$57,300	\$109,200	\$703,260
Fine Grading	\$401,800	-	-	\$277,400	\$114,304	\$68,396	\$88,928	\$950,828
Subtotal Backbone Infrastructure	\$703,765	\$2,700	\$0	\$529,595	\$201,454	\$134,471	\$207,353	\$1,779,338
Erosion Control								
Erosion Control	\$225,000	-	-	\$159,000	\$65,000	\$39,000	\$51,000	\$539,000
Subtotal Erosion Control	\$225,000	\$0	\$0	\$159,000	\$65,000	\$39,000	\$51,000	\$539,000
Concrete Improvements								
Vertical Curb and Gutter <i>(With AB Cushion)</i>	\$420,000	-	-	-	-	-	-	\$420,000
Low-Profile Curb and Gutter <i>(With AB Cushion)</i>	\$54,700	-	-	-	-	-	-	\$54,700
Remove Existing Curb, Gutter and Sidewalk	-	-	-	\$13,600	-	-	-	\$13,600
Remove Existing Median Curbs	-	-	-	-	-	-	\$800	\$800
Curb and Gutter <i>(With AB Cushion)</i>	-	-	-	\$376,200	\$167,400	\$43,800	\$69,600	\$657,000
8' Sidewalk <i>(With AB Cushion)</i>	-	-	-	\$611,940	\$287,400	\$75,540	\$109,440	\$1,084,320
Median Curb <i>(With AB Cushion)</i>	\$127,540	-	-	\$217,000	\$97,200	\$54,200	\$33,200	\$529,140
Median Decorative Pavement	\$186,660	-	-	-	-	-	-	\$186,660
Sidewalk <i>(With AB Cushion)</i>	\$784,440	-	-	-	-	-	-	\$784,440
Handicap Ramp <i>(With AB Cushion)</i>	\$120,000	-	-	\$72,500	\$52,500	\$7,500	\$15,000	\$267,500
Pedestrian Refuge	-	-	-	-	-	\$20,000	-	\$20,000
Driveway Approach	-	-	-	\$15,000	-	\$15,000	\$7,500	\$37,500
Subtotal Concrete Improvements	\$1,693,340	\$0	\$0	\$1,306,240	\$604,500	\$216,040	\$235,540	\$4,055,660

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Table A-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Roadway Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout
Street Improvements								
4.5" AC / 13" AB - South Lincoln Street	\$337,617	-	-	-	-	-	-	\$337,617
4.5" AC / 13" AB - South Parkway	\$754,330	-	-	-	-	-	-	\$754,330
6" AC / 24" AB - Pitt School Road	\$2,213,839	-	-	-	-	-	-	\$2,213,839
4.5" AC / 13" AB - Offsite Pitt School Road	\$14,219	-	-	-	-	-	-	\$14,219
4.5" AC / 15" AB - Offsite Porter Road	\$64,025	-	-	-	-	-	-	\$64,025
AC Paving	-	-	-	\$1,041,832	\$355,685	\$262,779	\$404,316	\$2,064,612
Aggregate Base	-	-	-	\$1,294,652	\$407,421	\$344,002	\$510,170	\$2,556,245
Subgrade Fabric	\$79,858	-	-	\$51,572	\$19,401	\$11,945	\$19,440	\$182,215
Fog Seal	\$26,619	-	-	\$17,191	\$6,467	\$3,982	\$5,814	\$60,072
Monuments	\$7,500	-	-	\$9,750	\$7,500	\$7,350	\$2,250	\$34,350
Signing and Striping	-	-	-	\$33,875	\$13,650	\$7,200	\$8,800	\$63,525
Sawcut Existing Pavement	\$1,850	-	-	-	-	-	\$3,400	\$5,250
Grind and Overlay Existing Pavement	-	-	-	-	-	-	\$16,890	\$16,890
Conform to Existing	\$22,500	-	-	-	-	-	-	\$22,500
Signing and Striping	\$57,500	-	-	-	-	-	-	\$57,500
Temporary Turn Around	-	-	-	\$5,000	-	-	-	\$5,000
Access Road Gate	-	-	-	\$5,000	\$5,000	-	-	\$10,000
Remove Existing Street Section	-	-	-	\$912	-	\$6,642	\$5,310	\$12,864
Overlay Existing Pavement (<i>Quiet Pavement</i>)	-	-	-	\$12,150	-	\$178,888	-	\$191,038
Barricade	\$8,000	-	-	\$14,000	\$16,000	-	\$2,000	\$40,000
Subtotal Street Improvements	\$3,587,856	\$0	\$0	\$2,485,933	\$831,124	\$822,787	\$978,390	\$8,706,090
Electrical								
Joint Trench	\$496,500	-	-	\$445,500	\$409,500	-	\$147,000	\$1,498,500
Electrolier (<i>Residential Collector</i>)	\$225,000	-	-	\$207,000	\$81,000	\$85,500	\$54,900	\$653,400
Relocate Existing Fiber Optic	\$46,000	-	-	\$129,500	-	-	-	\$175,500
Underground of Existing Overhead	\$2,058,000	-	-	\$1,141,500	-	\$828,000	-	\$4,027,500
Existing Illuminated Sign to be Relocated	-	-	-	-	-	\$5,000	-	\$5,000
Existing Electroliers to be Relocated	-	-	-	\$25,000	-	\$5,000	-	\$30,000
Subtotal Electrical	\$2,825,500	\$0	\$0	\$1,948,500	\$490,500	\$923,500	\$201,900	\$6,389,900

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Table A-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Roadway Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							Buildout
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	
Miscellaneous								
Railroad Flagperson [2]	\$25,000	-	-	-	-	-	-	\$25,000
Traffic Control	\$731,700	-	-	\$716,500	-	\$276,000	\$255,000	\$1,979,200
Soundwall	\$1,447,200	-	-	\$733,600	\$440,400	-	\$108,000	\$2,729,200
Temporary Access Road	-	-	-	\$33,600	-	-	\$42,480	\$76,080
Right of Way Acquisition	-	-	-	\$240,000	-	-	-	\$240,000
Construction Sequencing	-	-	-	\$24,300	-	\$55,200	\$51,000	\$130,500
Modify Existing Frontage	-	-	-	\$150,000	-	\$66,000	-	\$216,000
Miscellaneous Frontage Improvements	-	-	-	\$25,000	-	-	\$100,000	\$125,000
Demo Existing Structures	-	-	-	\$100,000	-	-	-	\$100,000
Roundabout	-	-	-	-	\$150,000	-	-	\$150,000
Traffic Signal Improvements	-	-	-	\$2,028,000	-	\$600,000	-	\$2,628,000
Re-Striping	-	-	-	\$6,000	-	-	-	\$6,000
Intersection Reconfiguration	-	-	-	\$250,000	-	-	\$100,000	\$350,000
Subtotal Miscellaneous	\$2,203,900	\$0	\$0	\$4,307,000	\$590,400	\$997,200	\$656,480	\$8,754,980
Subtotal Roadway Improvements	\$11,239,361	\$2,700	\$0	\$10,736,268	\$2,782,978	\$3,132,998	\$2,330,663	\$30,224,968
Miscellaneous Soft Cost [3]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
Contingency (5%)	\$561,968	\$135	\$0	\$536,813	\$139,149	\$156,650	\$116,533	\$1,511,248
Design Consultant, Admin, and Bonding [4]	\$842,952	\$203	\$0	\$805,220	\$208,723	\$234,975	\$174,800	\$2,266,873
Total Roadway Improvements (Rounded)	\$12,658,000	\$3,000	\$0	\$12,078,000	\$3,131,000	\$3,525,000	\$2,622,000	\$34,017,000

roads

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes the cost for a railroad flagperson during construction for pipes crossing the railroad.

[3] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[4] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

Table A-2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Water Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout
Cal Water Improvements								
Connect to Existing	\$3,000	-	-	-	-	-	-	\$3,000
8" Water Main <i>(Including all appurtenances)</i>	\$3,000	-	-	-	-	-	-	\$3,000
12" Water Main <i>(Including all appurtenances)</i>	\$114,300	-	-	-	-	-	-	\$114,300
Special Class PVC Utility Crossings	\$400	-	-	-	-	-	-	\$400
Service Connection Including Meter	\$21,000	-	-	-	-	-	-	\$21,000
Fire Hydrants	-	-	-	-	-	-	-	\$0
12" Gate Valve	\$3,000	-	-	-	-	-	-	\$3,000
Blowoffs	\$2,400	-	-	-	-	-	-	\$2,400
Subtotal Cal Water Improvements	\$147,100	\$0	\$0	\$0	\$0	\$0	\$0	\$147,100
City of Dixon Water Improvements								
Connect to Existing	\$6,000	-	-	\$24,000	-	\$21,000	\$6,000	\$57,000
8" Water Main <i>(Including all appurtenances)</i>	\$94,800	-	-	-	-	-	-	\$94,800
12" Water Main <i>(Including all appurtenances)</i>	\$558,000	-	-	\$408,600	\$240,300	-	\$343,800	\$1,550,700
14" Water Main <i>(Including all appurtenances)</i>	\$748,650	-	-	\$109,800	-	-	-	\$858,450
14" Water Main <i>(Jack and Bore with Casing)</i>	\$225,000	-	-	-	-	-	-	\$225,000
14" Water Main <i>(with Steel Casing)</i>	\$15,000	-	-	-	-	-	-	\$15,000
Meter	-	-	-	\$2,000	\$2,000	-	\$1,000	\$5,000
Irrigation	-	-	-	\$64,000	\$55,000	-	\$26,000	\$145,000
Bore and Receiving Pits	\$60,000	-	-	-	-	-	-	\$60,000
Special Class PVC Utility Crossings	\$1,600	-	-	\$1,200	\$2,800	-	\$1,600	\$7,200
Service Connection Including Meter	\$70,000	-	-	-	-	-	-	\$70,000
Fire Hydrants	\$204,000	-	-	\$126,000	\$54,000	\$42,000	\$48,000	\$474,000
12" Gate Valve	\$35,000	-	-	-	-	-	-	\$35,000
14" Gate Valve	\$20,400	-	-	-	-	-	-	\$20,400
4" Water Laterals	-	-	-	-	-	-	\$12,000	\$12,000
Blowoffs	\$21,600	-	-	-	-	-	-	\$21,600
Subtotal City of Dixon Improvements	\$2,060,050	\$0	\$0	\$735,600	\$354,100	\$63,000	\$438,400	\$3,651,150
Subtotal Water Improvements	\$2,207,150	\$0	\$0	\$735,600	\$354,100	\$63,000	\$438,400	\$3,798,250
Regional Water Quality Control Board NOI Fee	\$3,000	\$0	\$0	\$3,000	\$3,000	\$3,000	\$3,000	\$15,000
Miscellaneous Soft Cost [2]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
Contingency (5%)	\$110,358	\$0	\$0	\$36,780	\$17,705	\$3,150	\$21,920	\$189,913
Design Consultant, Admin, and Bonding [3]	\$165,536	\$0	\$0	\$55,170	\$26,558	\$4,725	\$32,880	\$284,869
Total Water Improvements (Rounded)	\$2,499,000	\$0	\$0	\$831,000	\$401,000	\$74,000	\$496,000	\$4,301,000

water

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[3] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

Table A-3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Sewer Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout
Sanitary Sewer Improvements								
8" Sanitary Sewer Main - VCP	\$150,150	-	-	-	-	-	-	\$150,150
10" Sanitary Sewer Main - VCP	\$112,700	-	-	\$77,700	-	-	\$144,900	\$335,300
12" Sanitary Sewer Main - VCP	\$6,000	-	-	-	\$171,000	-	-	\$177,000
15" Sanitary Sewer Main - VCP	\$232,500	-	-	\$276,000	-	-	-	\$508,500
18" Sanitary Sewer Main - VCP	\$546,000	-	-	\$241,500	-	-	-	\$787,500
21" Sanitary Sewer Main - VCP	\$92,000	-	-	-	-	-	-	\$92,000
27" Sanitary Sewer Main - VCP	\$1,246,250	-	-	-	-	-	-	\$1,246,250
27" Sanitary Sewer Main - (Jack and Bore with Casing)	\$225,000	-	-	-	-	-	-	\$225,000
6" Sanitary Sewer Lateral	-	-	-	-	\$2,000	-	\$8,000	\$10,000
Manholes	\$330,000	-	-	\$135,000	\$52,500	-	\$75,000	\$592,500
Bore and Receiving Pits	\$60,000	-	-	-	-	-	-	\$60,000
Stub and Plug	\$11,000	-	-	\$5,000	\$14,000	-	\$5,000	\$35,000
4" Sanitary Sewer Lateral	\$48,000	-	-	-	-	-	-	\$48,000
Miscellaneous - Dewatering	\$196,400	-	-	-	-	-	-	\$196,400
Connect to Existing	-	-	-	\$10,000	-	-	-	\$10,000
Subtotal Sanitary Sewer Improvements	\$3,256,000	\$0	\$0	\$745,200	\$239,500	\$0	\$232,900	\$4,473,600
Miscellaneous Soft Cost [2]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
Contingency (5%)	\$162,800	\$0	\$0	\$37,260	\$11,975	\$0	\$11,645	\$223,680
Design Consultant, Admin, and Bonding [3]	\$244,200	\$0	\$0	\$55,890	\$17,963	\$0	\$17,468	\$335,520
Total Sewer Improvements (Rounded)	\$3,676,000	\$0	\$0	\$838,000	\$269,000	\$0	\$262,000	\$5,045,000

sewer

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[3] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

Table A-4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Storm Drainage Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							Buildout
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	
Storm Drainage Improvements								
12" Storm Drain Main (Class III RCP)	-	-	-	\$6,500	-	\$5,200	-	\$11,700
15" Storm Drain Main (Class III RCP)	-	-	-	\$28,000	-	\$1,750	-	\$29,750
18" Storm Drain Main (Class III RCP)	\$299,250	-	-	\$48,375	\$47,250	-	\$97,500	\$492,375
24" Storm Drain Main (Class III RCP)	\$11,400	-	-	\$84,550	-	\$2,375	-	\$98,325
30" Storm Drain Main (Class III RCP)	\$9,240	-	-	\$83,400	-	-	\$70,800	\$163,440
36" Storm Drain Main (Class III RCP)	\$63,900	-	-	\$91,500	\$175,500	-	\$694,500	\$1,025,400
42" Storm Drain Main (Class III RCP)	\$18,375	-	-	\$346,500	\$267,750	-	\$196,000	\$828,625
48" Storm Drain Main (Class III RCP/CIPP)	\$357,200	-	-	\$192,000	-	-	-	\$549,200
60" Storm Drain Main (Class III RCP/CIPP)	\$546,000	-	-	\$272,500	-	-	-	\$818,500
72" Storm Drain Main (Class III RCP/CIPP)	\$304,800	-	-	-	-	-	-	\$304,800
84" Storm Drain Main (Class III RCP/CIPP)	\$1,220,800	-	-	-	-	-	-	\$1,220,800
84" Storm Drain Main (Class V RCP) (Jack and Bore)	\$514,000	-	-	-	-	-	-	\$514,000
Type A Inlets (For pipes less than 24in. City Std. 4510)	\$60,000	-	-	-	-	-	-	\$60,000
Type A Inlets (For pipes greater than 24in. City Std. 4520)	\$66,000	-	-	-	-	-	-	\$66,000
Field Inlet	\$129,000	-	-	\$12,000	\$9,000	-	-	\$150,000
Manholes	\$206,000	-	-	\$135,000	\$67,500	-	\$165,000	\$573,500
Inserted Saddle Manhole to Existing	\$72,000	-	-	-	-	-	-	\$72,000
Pipe Collar Connection (Connect to proposed pipe)	\$35,000	-	-	-	-	-	-	\$35,000
Pipe Collar Connection (Connect to existing pipe)	\$91,000	-	-	-	-	-	-	\$91,000
Bore and Receiving Pits	\$60,000	-	-	-	-	-	-	\$60,000
Outfall Structure	\$100,000	-	-	\$25,000	-	-	\$50,000	\$175,000
Re-Grade Pond A Water Quality Forebay	\$50,000	-	-	-	-	-	-	\$50,000
Stub and Plug	\$6,000	-	-	\$4,500	\$2,500	-	\$1,500	\$14,500
Remove and Replace Pond A fencing	\$58,500	-	-	-	-	-	-	\$58,500
Temporary Pond A Fencing	\$13,000	-	-	-	-	-	-	\$13,000
Reconstruct Pond A Access Road	\$48,000	-	-	-	-	-	-	\$48,000
Catch Basins	-	-	-	\$164,000	\$72,000	\$28,000	\$64,000	\$328,000
Connect to Existing	-	-	-	\$5,000	-	\$1,000	-	\$6,000
Detention Basin Earthwork	-	-	-	\$210,000	-	-	-	\$210,000
6' Chain-link Fence	-	-	-	\$108,000	-	-	-	\$108,000
12' Access Road (8" AB on Subgrade Fabric)	-	-	-	\$172,400	-	-	-	\$172,400
Detention Basin Access Ramp	-	-	-	\$51,000	-	-	-	\$51,000
West Pond Landscaping and Irrigation	-	-	-	\$258,600	-	-	-	\$258,600
Batavia Pond Equalizing 36" Pipeline	-	-	-	\$24,000	-	-	-	\$24,000
Equalizing Pipe Outfall	-	-	-	\$30,000	-	-	-	\$30,000
Storm Drain Pump Station	-	-	-	-	-	-	\$1,500,000	\$1,500,000
Dewatering	-	-	-	-	-	-	\$88,000	\$88,000
Weyand Canal Bore and Jack	-	-	-	-	-	-	\$120,000	\$120,000
Weyand Canal Bore and Receiving Pits	-	-	-	-	-	-	\$50,000	\$50,000
Weyand Canal Miscellaneous Improvements	-	-	-	-	-	-	\$25,000	\$25,000
Reestablish Existing Drainage Swale	-	-	-	-	-	-	\$25,000	\$25,000
Drainage Easement	-	-	-	-	-	-	\$421,080	\$421,080
Erosion Control (Basin)	-	-	-	\$23,000	-	-	-	\$23,000
Subtotal Storm Drainage Improvements	\$4,339,465	\$0	\$0	\$2,375,825	\$641,500	\$38,325	\$3,568,380	\$10,963,495
Miscellaneous Soft Cost [2]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
Contingency (5%)	\$216,973	\$0	\$0	\$118,791	\$32,075	\$1,916	\$178,419	\$548,175
Design Consultant, Admin, and Bonding [3]	\$325,460	\$0	\$0	\$178,187	\$48,113	\$2,874	\$267,629	\$822,262
Total Storm Drainage Improvements (Rounded)	\$4,895,000	\$0	\$0	\$2,673,000	\$722,000	\$43,000	\$4,014,000	\$12,347,000

drain

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[3] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

Table A-5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Irrigation System Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout
Irrigation System Improvements								
Connect to Existing	\$15,000	-	-	\$30,000	\$30,000	-	-	\$75,000
18" Remove Existing Irrigation Pipe	\$68,250	-	-	-	-	-	-	\$68,250
18" Proposed Irrigation Pipe	\$150,000	-	-	-	-	-	-	\$150,000
30" Remove Existing Irrigation Pipe	\$33,500	-	-	-	-	-	-	\$33,500
30" Proposed Irrigation Pipe	\$120,000	-	-	-	-	-	-	\$120,000
Irrigation Structure to be Removed	\$25,000	-	-	-	-	-	-	\$25,000
42" Irrigation Main (Including All Appurtenances)	-	-	-	\$466,375	-	-	-	\$466,375
30" Irrigation Main (Including All Appurtenances)	-	\$168,125	\$0	-	\$322,500	-	-	\$490,625
36" Irrigation Main Temporary Bypass	-	-	-	-	\$65,250	-	-	\$65,250
Remove 36" Irrigation Main	-	-	-	-	\$118,800	-	-	\$118,800
Subtotal Irrigation System Improvements	\$411,750	\$168,125	\$0	\$496,375	\$536,550	\$0	\$0	\$1,612,800
Miscellaneous Soft Cost [2]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
SID Plan Check Fee	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0	\$75,000
Contingency (5%)	\$20,588	\$8,406	\$0	\$24,819	\$26,828	\$0	\$0	\$80,640
Design Consultant, Admin, and Bonding [3]	\$30,881	\$12,609	\$0	\$37,228	\$40,241	\$0	\$0	\$120,960
Total Irrigation System Improvements Rounded)	\$552,000	\$189,000	\$0	\$558,000	\$604,000	\$0	\$0	\$1,903,000

irrigation

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[3] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

Table A-6
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Landscape (Roadway) Costs by Phase (2018\$) [1]

Item	Estimated Costs by Phase							
	Phase 1	Phase 1A	Phase 1B	Phase 2	Phase 3	Phase 4	Phase 5	Buildout
Landscape Improvements								
Parkway Landscape and Irrigation	\$834,000	-	-	\$1,138,980	\$410,220	\$181,320	\$259,920	\$2,824,440
Vegetated Swale	\$200,880	-	-	-	-	-	-	\$200,880
Roadside Swale	\$11,355	-	-	-	-	-	-	\$11,355
Driveway Culverts	\$82,500	-	-	-	-	-	-	\$82,500
Median Landscape and Irrigation	\$387,960	-	-	\$538,000	\$185,600	\$208,800	\$77,120	\$1,397,480
Subtotal Landscape Improvements	\$1,516,695	\$0	\$0	\$1,676,980	\$595,820	\$390,120	\$337,040	\$4,516,655
Miscellaneous Soft Cost [2]	\$13,333	\$0	\$0	\$0	\$0	\$0	\$0	\$13,333
Contingency (5%)	\$75,835	\$0	\$0	\$83,849	\$29,791	\$19,506	\$16,852	\$225,833
Design Consultant, Admin, and Bonding [3]	\$113,752	\$0	\$0	\$125,774	\$44,687	\$29,259	\$25,278	\$338,749
Total Landscape Improvements (Rounded)	\$1,720,000	\$0	\$0	\$1,887,000	\$670,000	\$439,000	\$379,000	\$5,095,000

landscape

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018).

[1] Cost may differ slightly from engineering cost estimate due to rounding.

[2] Includes Solano County plan check for portions of work in Phase 1 outside the City limits and are subject to the County's approval and railroad agreement costs related to the contractors needing to have a special type of insurance for the work being performed in Phase 1.

[3] Costs are 7.5% of improvement costs. The bonding costs for construction are related to the Site Improvement Agreement that will be required with the City.

A-8

Engineer's Preliminary Cost Estimate Major Infrastructure

Homestead
DIXON, CALIFORNIA

Date: September 17, 2018



CARLSON,
BARBEE &
GIBSON, Inc.

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Summary



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ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

MAJOR INFRASTRUCTURE

Job No. 1311-080

SUMMARY

HOMESTEAD

DIXON, CALIFORNIA

Description	Amount
PHASE 1 MAJOR INFRASTRUCTURE (400 Lots)	\$ 27,619,000
PHASE 2 MAJOR INFRASTRUCTURE (401 Lots)	\$ 21,172,000
PHASE 3 MAJOR INFRASTRUCTURE (191 Lots)	\$ 6,218,000
PHASE 4 MAJOR INFRASTRUCTURE (229 Lots)	\$ 5,091,000
PHASE 5 MAJOR INFRASTRUCTURE (144 Lots)	\$ 8,296,000
TOTAL OVERALL (1,365 LOTS) HOMESTEAD – MAJOR INFRASTRUCTURE CONSTRUCTION COST	\$ 68,396,000
	<i>(to the nearest \$1,000)</i>

Phase 1



CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 1 MAJOR INFRASTRUCTURE

Job No. 1311-080

SUMMARY

HOMESTEAD

DIXON, CALIFORNIA

Description	Amount
BACKBONE IMPROVEMENTS	\$ 24,225,000
NORTH PARKWAY - RYDER PROPERTY	\$ 179,000
WELL SITE	N.I.C.
SUBTOTAL PHASE 1 MAJOR INFRASTRUCTURE	\$ 24,404,000
PHASE 1 SOFT COSTS	\$ 3,215,000
TOTAL PHASE 1 MAJOR INFRASTRUCTURE	\$ 27,619,000
	<i>(to the nearest \$1,000)</i>



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ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 1 MAJOR INFRASTRUCTURE

Job No. 1311-080

BACKBONE IMPROVEMENTS

PITT SCHOOL ROAD, SOUTH PARKWAY & SOUTH LINCOLN STREET

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>BACKBONE IMPROVEMENTS</u>					
1	Clear and Grub	22.5	AC	\$ 2,250	\$ 50,625
2	Earthwork	41,890	CY	\$ 6	\$ 251,340
3	Fine Grading	1,004,500	SF	\$ 0.40	\$ 401,800
	Subtotal Grading				\$ 703,765
<u>EROSION CONTROL</u>					
4	Erosion Control	22.5	AC	\$ 10,000	\$ 225,000
	Subtotal Erosion Control				\$ 225,000
<u>SANITARY SEWER</u>					
5	8" Sanitary Sewer Main - VCP	2,310	LF	\$ 65	\$ 150,150
6	10" Sanitary Sewer Main - VCP	1,610	LF	\$ 70	\$ 112,700
7	12" Sanitary Sewer Main - VCP	80	LF	\$ 75	\$ 6,000
8	15" Sanitary Sewer Main - VCP	1,550	LF	\$ 150	\$ 232,500
9	18" Sanitary Sewer Main - VCP	3,120	LF	\$ 175	\$ 546,000
10	21" Sanitary Sewer Main - VCP	460	LF	\$ 200	\$ 92,000
11	27" Sanitary Sewer Main - VCP	4,985	LF	\$ 250	\$ 1,246,250
12	27" Sanitary Sewer Main - (Jack and Bore with Casing)	150	LF	\$ 1,500	\$ 225,000
13	Manholes	44	EA	\$ 7,500	\$ 330,000
14	Bore and Receiving Pits	2	EA	\$ 30,000	\$ 60,000
15	Stub and Plug	11	EA	\$ 1,000	\$ 11,000
16	4" Sanitary Sewer Lateral	24	EA	\$ 2,000	\$ 48,000
	Subtotal Sanitary Sewer				\$ 3,059,600
<u>STORM DRAIN</u>					
17	18" Storm Drain Main (Class III RCP)	3,990	LF	\$ 75	\$ 299,250
18	24" Storm Drain Main (Class III RCP)	120	LF	\$ 95	\$ 11,400
19	30" Storm Drain Main (Class III RCP)	77	LF	\$ 120	\$ 9,240
20	36" Storm Drain Main (Class III RCP)	426	LF	\$ 150	\$ 63,900
21	42" Storm Drain Main (Class III RCP)	105	LF	\$ 175	\$ 18,375
22	48" Storm Drain Main (Class III RCP/CIPP)	1,786	LF	\$ 200	\$ 357,200
23	60" Storm Drain Main (Class III RCP/CIPP)	2,184	LF	\$ 250	\$ 546,000
24	72" Storm Drain Main (Class III RCP/CIPP)	1,016	LF	\$ 300	\$ 304,800
25	84" Storm Drain Main (Class III RCP/CIPP)	3,488	LF	\$ 350	\$ 1,220,800
26	84" Storm Drain Main (Class V RCP) (Jack and Bore)	257	LF	\$ 2,000	\$ 514,000
27	Type A Inlets (For pipes less than 24in. City Std. 4510)	15	EA	\$ 4,000	\$ 60,000
28	Type A Inlets (For pipes greater than 24in. City Std. 4520)	11	EA	\$ 6,000	\$ 66,000
29	Field Inlet	43	EA	\$ 3,000	\$ 129,000

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Item	Description	Quantity	Unit	Unit Price	Amount
<u>STORM DRAIN (Continued)</u>					
30	Manhole (For pipes less than 24in. City Std. 4010)	2	EA	\$ 7,500	\$ 15,000
31	Manhole (For pipes 24in.-48in. City Std. 4020)	6	EA	\$ 8,500	\$ 51,000
32	Saddle Manhole (For pipes greater than 48in. City Std. 4030)	14	EA	\$ 10,000	\$ 140,000
33	Inserted Saddle Manhole to Existing (For pipes greater than 48in. City Std. 4030)	6	EA	\$ 12,000	\$ 72,000
34	Pipe Collar Connection (Connect to proposed pipe)	7	EA	\$ 5,000	\$ 35,000
35	Pipe Collar Connection (Connect to existing pipe)	13	EA	\$ 7,000	\$ 91,000
36	Bore and Receiving Pits	2	EA	\$ 30,000	\$ 60,000
37	Outfall Structure at Existing Pond A	1	EA	\$ 100,000	\$ 100,000
38	Re-Grade Pond A Water Quality Forebay	1	LS	\$ 50,000	\$ 50,000
39	Stub and Plug	12	EA	\$ 500	\$ 6,000
Subtotal Storm Drain					\$ 4,219,965
<u>CAL WATER</u>					
40	Connect to Existing	1	EA	\$ 3,000	\$ 3,000
41	8" Water Main (Including all appurtenances)	50	LF	\$ 60	\$ 3,000
42	12" Water Main (Including all appurtenances)	1,270	LF	\$ 90	\$ 114,300
43	Special Class PVC Utility Crossings	1	EA	\$ 400	\$ 400
44	Service Connection Including Meter	6	EA	\$ 3,500	\$ 21,000
45	Fire Hydrants	0	EA	\$ 6,000	\$ -
46	12" Gate Valve	3	EA	\$ 1,000	\$ 3,000
47	Blowoffs	2	EA	\$ 1,200	\$ 2,400
Subtotal Cal Water Improvements					\$ 144,700
<u>CITY OF DIXON WATER IMPROVEMENTS</u>					
48	Connect to Existing	2	EA	\$ 3,000	\$ 6,000
49	8" Water Main (Including all appurtenances)	1,580	LF	\$ 60	\$ 94,800
50	12" Water Main (Including all appurtenances)	6,200	LF	\$ 90	\$ 558,000
50	14" Water Main (Including all appurtenances)	7,130	LF	\$ 105	\$ 748,650
51	14" Water Main (Jack and Bore with Casing)	150	LF	\$ 1,500	\$ 225,000
52	14" Water Main (with Steel Casing)	30	LF	\$ 500	\$ 15,000
53	Bore and Receiving Pits	2	EA	\$ 30,000	\$ 60,000
54	Special Class PVC Utility Crossings	4	EA	\$ 400	\$ 1,600
55	Service Connection Including Meter	20	EA	\$ 3,500	\$ 70,000
56	Fire Hydrants	34	EA	\$ 6,000	\$ 204,000
57	12" Gate Valve	35	EA	\$ 1,000	\$ 35,000
58	14" Gate Valve	17	EA	\$ 1,200	\$ 20,400
59	Blowoffs	18	EA	\$ 1,200	\$ 21,600
Subtotal City of Dixon Water Improvements					\$ 2,060,050

Item	Description	Quantity	Unit	Unit Price	Amount
<u>IRRIGATION SYSTEM</u>					
60	Connect to Existing	3	EA	\$ 5,000	\$ 15,000
61	18" Remove Existing Irrigation Pipe	2730	LF	\$ 25	\$ 68,250
62	18" Proposed Irrigation Pipe	2000	LF	\$ 75	\$ 150,000
63	30" Remove Existing Irrigation Pipe	670	LF	\$ 50	\$ 33,500
64	30" Proposed Irrigation Pipe	960	LF	\$ 125	\$ 120,000
65	Irrigation Structure to be Removed	5	EA	\$ 5,000	\$ 25,000
Subtotal Irrigation					\$ 411,750
<u>CONCRETE IMPROVEMENTS</u>					
66	Vertical Curb and Gutter <i>(With AB Cushion)</i>	14,000	LF	\$ 30	\$ 420,000
67	Low-Profile Curb and Gutter <i>(With AB Cushion)</i>	2,735	LF	\$ 20	\$ 54,700
68	Median Curb <i>(With AB Cushion)</i>	6,377	LF	\$ 20	\$ 127,540
69	Median Decorative Pavement	12,444	SF	\$ 15	\$ 186,660
70	Sidewalk <i>(With AB Cushion)</i>	130,740	SF	\$ 6	\$ 784,440
71	Handicap Ramp <i>(With AB Cushion)</i>	48	EA	\$ 2,500	\$ 120,000
Subtotal Concrete Improvements					\$ 1,693,340
<u>STREET IMPROVEMENTS</u>					
72	4.5" AC / 13" AB - South Lincoln Street	70,045	SF	\$ 4.82	\$ 337,617
73	4.5" AC / 13" AB - South Parkway	156,500	SF	\$ 4.82	\$ 754,330
74	6" AC / 24" AB - Pitt School Road	290,530	SF	\$ 7.62	\$ 2,213,839
75	4.5" AC / 13" AB - Offsite Pitt School Road	2,950	SF	\$ 4.82	\$ 14,219
76	4.5" AC / 15" AB - Offsite Porter Road	12,360	SF	\$ 5.18	\$ 64,025
77	Subgrade Fabric	532,385	SF	\$ 0.15	\$ 79,858
78	Fog Seal	532,385	SF	\$ 0.05	\$ 26,619
79	Monuments	10	EA	\$ 750	\$ 7,500
80	Sawcut Existing Pavement	370	LF	\$ 5	\$ 1,850
81	Conform to Existing	9	EA	\$ 2,500	\$ 22,500
82	Signing and Striping	11,500	LF	\$ 5	\$ 57,500
83	Barricade	4	EA	\$ 2,000	\$ 8,000
Subtotal Street Improvements					\$ 3,587,856
<u>ELECTRICAL</u>					
84	Joint Trench	3,310	LF	\$ 150	\$ 496,500
85	Electroliner <i>(Residential Collector)</i>	50	EA	\$ 4,500	\$ 225,000
86	Relocate Existing Fiber Optic	920	LF	\$ 50	\$ 46,000
87	Underground of Existing Overhead	6,860	LF	\$ 300	\$ 2,058,000
Subtotal Electrical					\$ 2,825,500

Item	Description	Quantity	Unit	Unit Price	Amount
LANDSCAPE					
88	Parkway Landscape and Irrigation	139,000	SF	\$ 6	\$ 834,000
89	Vegetated Swale	25,110	SF	\$ 8	\$ 200,880
90	Roadside Swale	3,785	LF	\$ 3	\$ 11,355
91	Driveway Culverts	11	EA	\$ 7,500	\$ 82,500
92	Median Landscape and Irrigation	48,495	SF	\$ 8	\$ 387,960
Subtotal Landscape					\$ 1,516,695
MISCELLANEOUS					
93	Open Space Parcels Landscape	7,753	SF	\$ 8	\$ 62,024
94	Open Space Parcels Irrigation	7,753	SF	\$ 5	\$ 38,765
95	Remove and Replace Pond A fencing	1,300	LF	\$ 45	\$ 58,500
96	Temporary Pond A Fencing	1,300	LF	\$ 10	\$ 13,000
97	Reconstruct Pond A Access Road	24,000	SF	\$ 2	\$ 48,000
98	Railroad Flagmen	1	LS	\$ 25,000	\$ 25,000
99	Traffic Control	7,317	LF	\$ 100	\$ 731,700
100	Soundwall	12,060	LF	\$ 120	\$ 1,447,200
101	Dewatering	9,820	LF	\$ 20	\$ 196,400
Subtotal Miscellaneous					\$ 2,620,589
SUBTOTAL BACKBONE IMPROVEMENTS IMPROVEMENTS					\$ 23,071,210
5% CONTINGENCY					\$ 1,153,561
TOTAL BACKBONE IMPROVEMENTS IMPROVEMENTS					\$ 24,225,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 1 MAJOR INFRASTRUCTURE
NORTH PARKWAY - RYDER PROPERTY
SOUTH LINCOLN STREET TO PITT SCHOOL ROAD
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>NORTH PARKWAY - RYDER PROPERTY</u>					
<i>Construct Major Infrastructure within the Ryder Property in alignment with future North Parkway</i>					
<u>GRADING</u>					
1	Clear and Grub	1.2	AC	\$ 2,250	\$ 2,700
	Subtotal Grading				\$ 2,700
<u>IRRIGATION</u>					
2	30" Irrigation Main <i>(Including all appurtenances)</i>	1,345	LF	\$ 125	\$ 168,125
	Subtotal Irrigation				\$ 168,125
SUBTOTAL NORTH PARKWAY - RYDER PROPERTY IMPROVEMENTS					\$ 170,825
5% CONTINGENCY					\$ 8,541
TOTAL NORTH PARKWAY - RYDER PROPERTY IMPROVEMENTS					\$ 179,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE

PHASE 1 MAJOR INFRASTRUCTURE

WELL SITE

HOMESTEAD

DIXON, CALIFORNIA

September 17, 2018

Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
1	Well Site Improvements	1	LS	\$ -	N.I.C.
SUBTOTAL WELL SITE IMPROVEMENTS					N.I.C.
5% CONTINGENCY					N.I.C.
TOTAL WELL SITE IMPROVEMENTS <i>(to the nearest \$1,000)</i>					N.I.C.



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ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 1 MAJOR INFRASTRUCTURE

Job No. 1311-080

SOFT COSTS

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
PLAN CHECK AND INSPECTION FEES					
1	City of Dixon Plan Check Fee (\$500 + 2% of Construction Costs)	1	LS	\$ 489,000	\$ 489,000
2	City of Dixon Inspection Fee 5% of First \$100,000 4% of \$100,001 to \$500,000 3% of Remainder	1	LS	\$ 738,000	\$ 738,000
3	Solano County Plan Check and Inspection Fee (Budget)	1	LS	\$ 50,000	\$ 50,000
4	SID Plan Check and Inspection Fee (Budget)	1	LS	\$ 75,000	\$ 75,000
	Subtotal Plan Check and Inspection				\$ 1,352,000
MISCELLANEOUS FEES					
5	Railroad Agreements (Assume \$10,000 per agreement)	3	EA	\$ 10,000	\$ 30,000
6	Bonding Costs (Assume 1% of 50% of Construction Costs)	1	LS	\$ 122,000	\$ 122,000
7	RWQCB NOI Fee	1	LS	\$ 3,000	\$ 3,000
	Subtotal Miscellaneous Fees				\$ 155,000
CONSULTANTS					
8	Design Consultants (Assume 5% of Construction Costs) Engineering Staking Landscape Architect Dry Utilities Traffic Engineer Noise Consultant Geotechnical Engineer	1	LS	\$ 1,220,000	\$ 1,220,000
9	Construction Administration (Assume 2% of Construction Costs)	1	LS	\$ 488,000	\$ 488,000
	Subtotal Consultants				\$ 1,708,000
	SUBTOTAL SOFT COSTS			\$	3,215,000

Phase 2



ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 2 MAJOR INFRASTRUCTURE
SUMMARY
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Description	Amount
EVANS ROAD - NORTH	\$ 2,534,000
EVANS ROAD - SOUTH	\$ 3,257,000
NORTH PARKWAY - EAST	\$ 3,081,000
WEST A STREET - EAST	\$ 1,837,000
GATEWAY DRIVE	\$ 2,608,000
MISCELLANEOUS ROADWAY	\$ 3,023,000
MISCELLANEOUS STORM DRAIN - WEST POND	\$ 1,265,000
<hr/>	
SUBTOTAL PHASE 2 MAJOR INFRASTRUCTURE	\$ 17,605,000
PHASE 2 SOFT COSTS	\$ 3,567,000
TOTAL PHASE 2 MAJOR INFRASTRUCTURE	\$ 21,172,000



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ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 2 MAJOR INFRASTRUCTURE
EVANS ROAD - NORTH
NORTH PARKWAY TO WEST A STREET
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	3.3	AC	\$ 2,250	\$ 7,425
2	Earthwork	7,140	CY	\$ 6	\$ 42,840
3	Fine Grading	142,950	SF	\$ 0.40	\$ 57,180
Subtotal Grading					\$ 107,445
<u>EROSION CONTROL</u>					
4	Erosion Control	3.3	AC	\$ 10,000	\$ 33,000
Subtotal Erosion Control					\$ 33,000
<u>STORM DRAIN</u>					
5	15" Storm Drain Main	370	LF	\$ 70.00	\$ 25,900
6	18" Storm Drain Main	45	LF	\$ 75.00	\$ 3,375
7	24" Storm Drain Main	450	LF	\$ 95	\$ 42,750
8	30" Storm Drain Main	695	LF	\$ 120.00	\$ 83,400
9	Catch Basins (Type A)	9	EA	\$ 4,000	\$ 36,000
10	Stub and Plug	4	EA	\$ 500.00	\$ 2,000
Subtotal Storm Drain					\$ 193,425
<u>WATER</u>					
11	12" Water Main (Including All Appurtenances)	1,340	EA	\$ 90	\$ 120,600
12	Fire Hydrants	4	EA	\$ 6,000	\$ 24,000
Subtotal Water					\$ 144,600
<u>IRRIGATION</u>					
13	42" Irrigation Main (Including All Appurtenances)	1,265	LF	\$ 175.00	\$ 221,375
14	Connect to Existing System	1	EA	\$ 15,000	\$ 15,000
Subtotal Irrigation					\$ 236,375
<u>CONCRETE IMPROVEMENTS</u>					
15	Curb and Gutter (With AB Cushion)	2,440	LF	\$ 30	\$ 73,200
16	8' Sidewalk (With AB Cushion)	20,620	SF	\$ 6	\$ 123,720
17	Median Curb (With AB Cushion)	2,330	LF	\$ 20	\$ 46,600
18	Handicap Ramp (With AB Cushion)	6	EA	\$ 2,500	\$ 15,000
Subtotal Concrete Improvements					\$ 258,520

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Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET IMPROVEMENTS</u>					
19	6" AC Paving	64,230	SF	\$ 3.30	\$ 211,959
20	24" Aggregate Base	64,230	SF	\$ 4.32	\$ 277,474
21	Subgrade Fabric	64,230	SF	\$ 0.15	\$ 9,635
22	Fog Seal	64,230	SF	\$ 0.05	\$ 3,212
23	Monuments	0	EA	\$ 750	\$ -
24	Signing and Striping	1,190	LF	\$ 5	\$ 5,950
Subtotal Street Improvements					\$ 508,229
<u>ELECTRICAL</u>					
25	Underground Conversion Existing Overhead	1,190	LF	\$ 300	\$ 357,000
26	Relocate Existing Fiber Optic	1,190	LF	\$ 50	\$ 59,500
27	Electroliers (<i>Assumes Every 150'</i>)	8	EA	\$ 4,500	\$ 36,000
Subtotal Electrical					\$ 452,500
<u>LANDSCAPE</u>					
28	Parkway Landscape and Irrigation	36,890	SF	\$ 6	\$ 221,340
29	Median Landscape and Irrigation	16,130	SF	\$ 8	\$ 129,040
Subtotal Landscape					\$ 350,380
<u>MISCELLANEOUS</u>					
30	Soundwall	1,070	LF	\$ 120	\$ 128,400
Subtotal Miscellaneous					\$ 128,400
SUBTOTAL EVANS ROAD - NORTH IMPROVEMENTS					\$ 2,412,874
5% CONTINGENCY					\$ 120,644
TOTAL EVANS ROAD - NORTH IMPROVEMENTS					\$ 2,534,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 2 MAJOR INFRASTRUCTURE
EVANS ROAD - SOUTH
SOUTH PARKWAY TO NORTH PARKWAY
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	3.1	AC	\$ 2,250	\$ 6,975
2	Earthwork	8,250	CY	\$ 6	\$ 49,500
3	Fine Grading	135,040	SF	\$ 0.40	\$ 54,016
	Subtotal Grading				\$ 110,491
<u>EROSION CONTROL</u>					
4	Erosion Control	3.1	AC	\$ 10,000	\$ 31,000
	Subtotal Erosion Control				\$ 31,000
<u>SANITARY SEWER</u>					
5	18" Sanitary Sewer Main - VCP	1,380	LF	\$ 175	\$ 241,500
6	Manholes	5	EA	\$ 7,500	\$ 37,500
7	Stub and Plug	1	EA	\$ 1,000	\$ 1,000
8	Connect to Existing	1	EA	\$ 5,000	\$ 5,000
	Subtotal Sanitary Sewer				\$ 285,000
<u>STORM DRAIN</u>					
9	18" Storm Drain Main	250	LF	\$ 75	\$ 18,750
10	42" Storm Drain Main	1,370	LF	\$ 175	\$ 239,750
11	Catch Basins (Type A)	10	EA	\$ 4,000	\$ 40,000
12	Manholes	5	EA	\$ 7,500	\$ 37,500
13	Connect to Existing	1	EA	\$ 1,000	\$ 1,000
	Subtotal Storm Drain				\$ 337,000
<u>WATER</u>					
14	12" Water Main (Including All Appurtenances)	1,350	EA	\$ 90	\$ 121,500
15	Special Class PVC Utility Crossings	2	EA	\$ 400	\$ 800
16	Irrigation Service	1	EA	\$ 2,500	\$ 2,500
17	Meter	1	EA	\$ 1,000	\$ 1,000
18	Irrigation Controller	1	EA	\$ 17,500	\$ 17,500
19	Irrigation Sleeves	1,000	LF	\$ 15	\$ 15,000
20	Fire Hydrants	4	EA	\$ 6,000	\$ 24,000
21	Connect to Existing	1	EA	\$ 3,000	\$ 3,000
	Subtotal Water				\$ 185,300

Item	Description	Quantity	Unit	Unit Price	Amount
<u>IRRIGATION</u>					
22	42" Irrigation Main (Including All Appurtenances)	1,400	LF	\$ 175	\$ 245,000
23	Connect to Existing System	1	LS	\$ 15,000	\$ 15,000
Subtotal Irrigation					\$ 260,000
<u>CONCRETE IMPROVEMENTS</u>					
24	Curb and Gutter (With AB Cushion)	2,800	LF	\$ 30	\$ 84,000
25	8' Sidewalk (With AB Cushion)	22,400	SF	\$ 6	\$ 134,400
26	Median Curb (With AB Cushion)	2,240	LF	\$ 20	\$ 44,800
27	Handicap Ramp (With AB Cushion)	6	EA	\$ 2,500	\$ 15,000
28	Driveway Approach (Clark)	1	EA	\$ 7,500	\$ 7,500
Subtotal Concrete Improvements					\$ 285,700
<u>STREET IMPROVEMENTS</u>					
29	5" AC Paving	74,200	SF	\$ 2.75	\$ 204,050
30	17" Aggregate Base	74,200	SF	\$ 3.24	\$ 240,408
31	Subgrade Fabric	74,200	SF	\$ 0.15	\$ 11,130
32	Fog Seal	74,200	SF	\$ 0.05	\$ 3,710
33	Monuments	4	EA	\$ 750	\$ 3,000
34	Signing and Striping	1,400	LF	\$ 5	\$ 7,000
35	Temporary Turn Around	1	LS	\$ 5,000	\$ 5,000
Subtotal Street Improvements					\$ 474,298
<u>ELECTRICAL</u>					
36	Underground Conversion of Existing Overhead	1,400	LF	\$ 300	\$ 420,000
37	Relocate Existing Fiber Optic	1,400	LF	\$ 50	\$ 70,000
38	Electroliers (Assumes Every 150')	9	EA	\$ 4,500	\$ 40,500
Subtotal Electrical					\$ 530,500
<u>LANDSCAPE</u>					
39	Parkway Landscape and Irrigation	39,200	SF	\$ 6	\$ 235,200
40	Median Landscape and Irrigation	18,200	SF	\$ 8	\$ 145,600
Subtotal Landscape					\$ 380,800
<u>MISCELLANEOUS</u>					
41	Soundwall	1,570	LF	\$ 120	\$ 188,400
42	Temporary Access Road (Clark - 12' x 1,400')	16,800	SF	\$ 2	\$ 33,600
43	Right of Way Acquisition (Clark)	12,420	SF	\$ 5	N.I.C.
Subtotal Miscellaneous					\$ 222,000
SUBTOTAL EVANS ROAD - SOUTH IMPROVEMENTS					\$ 3,102,089
5% CONTINGENCY					\$ 155,104
TOTAL EVANS ROAD - SOUTH IMPROVEMENTS					\$ 3,257,000
<i>(to the nearest \$1,000)</i>					



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ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 2 MAJOR INFRASTRUCTURE

Job No. 1311-080

NORTH PARKWAY - EAST

EVANS ROAD TO GATEWAY DRIVE (98' RIGHT-OF-WAY) 1,760 LF

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	4.1	AC	\$ 2,250	\$ 9,225
2	Earthwork	5,710	CY	\$ 6	\$ 34,260
3	Fine Grading	179,000	SF	\$ 0.40	\$ 71,600
	Subtotal Grading				\$ 115,085
<u>EROSION CONTROL</u>					
4	Erosion Control	4.1	AC	\$ 10,000	\$ 41,000
	Subtotal Erosion Control				\$ 41,000
<u>SANITARY SEWER</u>					
5	15" Sanitary Sewer Main - VCP	1,840	LF	\$ 150	\$ 276,000
6	Manholes	8	EA	\$ 7,500	\$ 60,000
7	Stub and Plug	4	EA	\$ 1,000	\$ 4,000
8	Connect to Existing	1	EA	\$ 5,000	\$ 5,000
	Subtotal Sanitary Sewer				\$ 345,000
<u>STORM DRAIN</u>					
9	18" Storm Drain Main	350	LF	\$ 75	\$ 26,250
10	24" Storm Drain Main	440	LF	\$ 95	\$ 41,800
11	48" Storm Drain Main	960	LF	\$ 200	\$ 192,000
12	Catch Basins (Type A)	14	EA	\$ 4,000	\$ 56,000
13	Field Inlet (In Median)	3	EA	\$ 3,000	\$ 9,000
14	Manholes	7	EA	\$ 7,500	\$ 52,500
15	Stub and Plug	5	EA	\$ 500	\$ 2,500
16	Connect to Existing	1	EA	\$ 1,000	\$ 1,000
	Subtotal Storm Drain				\$ 381,050
<u>WATER</u>					
17	12" Water Main (Including All Appurtenances)	1,850	LF	\$ 90	\$ 166,500
18	Fire Hydrants	6	EA	\$ 6,000	\$ 36,000
19	Connect to Existing	1	EA	\$ 3,000	\$ 3,000
	Subtotal Water				\$ 205,500

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Item	Description	Quantity	Unit	Unit Price	Amount
<u>CONCRETE IMPROVEMENTS</u>					
20	Curb and Gutter <i>(With AB Cushion)</i>	3,430	LF	\$ 30	\$ 102,900
21	8' Sidewalk <i>(With AB Cushion)</i>	28,460	SF	\$ 6	\$ 170,760
22	Median Curb <i>(With AB Cushion)</i>	3,100	LF	\$ 20	\$ 62,000
23	Handicap Ramp <i>(With AB Cushion)</i>	10	EA	\$ 2,500	\$ 25,000
Subtotal Concrete Improvements					\$ 360,660
<u>STREET IMPROVEMENTS</u>					
24	5" AC Paving	94,420	SF	\$ 2.75	\$ 259,655
25	17.5" Aggregate Base	94,420	SF	\$ 3.15	\$ 297,423
26	Subgrade Fabric	94,420	SF	\$ 0.15	\$ 14,163
27	Fog Seal	94,420	SF	\$ 0.05	\$ 4,721
28	Monuments	6	EA	\$ 750	\$ 4,500
29	Signing and Striping	1,760	LF	\$ 5	\$ 8,800
30	Access Road Gate	1	EA	\$ 5,000	\$ 5,000
31	Barricade	4	EA	\$ 2,000	\$ 8,000
Subtotal Street Improvements					\$ 602,262
<u>ELECTRICAL</u>					
32	Joint Trench	1,760	LF	\$ 150	\$ 264,000
33	Electroliers <i>(Assumes every 150')</i>	12	EA	\$ 4,500	\$ 54,000
Subtotal Electrical					\$ 318,000
<u>LANDSCAPE</u>					
34	Parkway Landscape and Irrigation	46,130	SF	\$ 6	\$ 276,780
35	Median Landscape and Irrigation	15,090	SF	\$ 8	\$ 120,720
Subtotal Landscape					\$ 397,500
<u>MISCELLANEOUS</u>					
36	Soundwall	1,400	LF	\$ 120	\$ 168,000
Subtotal Miscellaneous					\$ 168,000
SUBTOTAL NORTH PARKWAY - EAST IMPROVEMENTS					\$ 2,934,057
5% CONTINGENCY					\$ 146,703
TOTAL NORTH PARKWAY - EAST IMPROVEMENTS					\$ 3,081,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 2 MAJOR INFRASTRUCTURE

Job No. 1311-080

WEST A STREET - EAST

GATEWAY DRIVE TO EVAN'S ROAD (116.5' RIGHT-OF-WAY) 1,215 LF

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	1.7	AC	\$ 2,250	\$ 3,825
2	Earthwork	4,210	CY	\$ 6	\$ 25,260
3	Fine Grading	75,580	SF	\$ 0.40	\$ 30,232
Subtotal Grading					\$ 59,317
<u>EROSION CONTROL</u>					
4	Erosion Control	1.7	AC	\$ 10,000	\$ 17,000
Subtotal Erosion Control					\$ 17,000
<u>STORM DRAIN</u>					
5	12" Storm Drain Main	100	LF	\$ 65	\$ 6,500
6	15" Storm Drain Main	30	LF	\$ 70	\$ 2,100
7	Catch Basins (Type A)	4	EA	\$ 4,000	\$ 16,000
8	Field Inlet (In Median)	1	EA	\$ 3,000	\$ 3,000
9	Manhole (On Existing 30" Pipe)	1	EA	\$ 7,500	\$ 7,500
10	Connect to Existing System	2	EA	\$ 1,000	\$ 2,000
Subtotal Storm Drain					\$ 37,100
<u>WATER</u>					
11	Fire Hydrants	3	EA	\$ 6,000	\$ 18,000
12	Connect to Existing System	3	EA	\$ 3,000	\$ 9,000
Subtotal Water					\$ 27,000
<u>CONCRETE IMPROVEMENTS</u>					
13	Remove Existing Curb, Gutter and Sidewalk	2,720	SF	\$ 5	\$ 13,600
14	Curb and Gutter (With AB Cushion)	1,450	LF	\$ 30	\$ 43,500
15	8' Sidewalk (With AB Cushion)	11,150	SF	\$ 6.00	\$ 66,900
16	Median Curb (With AB Cushion)	1,150	LF	\$ 20	\$ 23,000
17	Handicap Ramp (With AB Cushion)	1	EA	\$ 2,500	\$ 2,500
Subtotal Concrete Improvements					\$ 149,500

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET IMPROVEMENTS</u>					
18	Remove Existing Street Section	6,080	SF	\$ 0.15	\$ 912
19	Overlay Existing Pavement (<i>Quiet Pavement</i>)	4,050	SF	\$ 3	\$ 12,150
20	6" AC Paving	28,680	SF	\$ 3.30	\$ 94,644
21	24" Aggregate Base	28,680	SF	\$ 4.32	\$ 123,898
22	Subgrade Fabric	28,680	SF	\$ 0.15	\$ 4,302
23	Fog Seal	28,680	SF	\$ 0.05	\$ 1,434
24	Monuments	0	EA	\$ 750	\$ -
25	Signing and Striping	1,215	LF	\$ 5	\$ 6,075
Subtotal Street Improvements					\$ 243,415
<u>ELECTRICAL</u>					
26	Existing Overhead to be Underground	1,215	LF	\$ 300	\$ 364,500
27	Electroliers (<i>Assume every 150'</i>)	9	EA	\$ 4,500	\$ 40,500
28	Existing Electroliers to be Relocated	5	EA	\$ 5,000	\$ 25,000
Subtotal Electrical					\$ 430,000
<u>LANDSCAPE</u>					
29	Parkway Landscape and Irrigation	22,210	SF	\$ 6	\$ 133,260
30	Median Landscape and Irrigation	6,050	SF	\$ 8	\$ 48,400
Subtotal Landscape					\$ 181,660
<u>MISCELLANEOUS</u>					
31	Traffic Control	1,215	LF	\$ 100	\$ 121,500
32	Construction Sequencing	1,215	LF	\$ 20	\$ 24,300
33	Modify Existing Frontage (<i>Gateway Drive</i>)	1	LS	\$ 150,000	\$ 150,000
34	Soundwall (<i>10'</i>)	1,180	LF	\$ 160	\$ 188,800
35	Right of Way Acquisition (<i>Lozano and Branco</i>)	24,000	SF	\$ 5	\$ 120,000
Subtotal Miscellaneous					\$ 604,600
SUBTOTAL WEST A STREET - EAST IMPROVEMENTS					\$ 1,749,592
5% CONTINGENCY					\$ 87,480
TOTAL WEST A STREET - EAST IMPROVEMENTS					\$ 1,837,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 2 MAJOR INFRASTRUCTURE

Job No. 1311-080

GATEWAY DRIVE

NORTH PARKWAY TO WEST A STREET (133- RIGHT-OF-WAY) 1,210 LF

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	3.7	AC	\$ 2,250	\$ 8,325
2	Earthwork	10,760	CY	\$ 6	\$ 64,560
3	Fine Grading	160,930	SF	\$ 0.40	\$ 64,372
	Subtotal Grading				\$ 137,257
<u>EROSION CONTROL</u>					
4	Erosion Control	3.7	AC	\$ 10,000	\$ 37,000
	Subtotal Erosion Control				\$ 37,000
<u>SANITARY SEWER</u>					
5	10" Sanitary Sewer Main - PVC	1,110	LF	\$ 70	\$ 77,700
6	Manholes	5	EA	\$ 7,500	\$ 37,500
	Subtotal Sanitary Sewer				\$ 115,200
<u>STORM DRAIN</u>					
7	36" Storm Drain Main	610	LF	\$ 150	\$ 91,500
8	42" Storm Drain Main	610	LF	\$ 175	\$ 106,750
9	Catch Basins (Type A)	4	EA	\$ 4,000	\$ 16,000
10	Manholes	1	EA	\$ 7,500	\$ 7,500
11	Connect to Existing (Stub at West A Street)	1	EA	\$ 1,000	\$ 1,000
	Subtotal Storm Drain				\$ 222,750
<u>WATER</u>					
12	14" Water Main (Including All Appurtenances)	1,220	LF	\$ 90	\$ 109,800
13	Special Class PVC Utility Crossing	1	EA	\$ 400	\$ 400
14	Irrigation Service	1	EA	\$ 2,500	\$ 2,500
15	Meter	1	EA	\$ 1,000	\$ 1,000
16	Irrigation Controller	1	EA	\$ 17,500	\$ 17,500
17	Irrigation Sleeves	600	LF	\$ 15	\$ 9,000
18	Fire Hydrants	4	EA	\$ 6,000	\$ 24,000
19	Connect to Existing	3	EA	\$ 3,000	\$ 9,000
	Subtotal Water				\$ 173,200

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Item	Description	Quantity	Unit	Unit Price	Amount
<u>CONCRETE IMPROVEMENTS</u>					
20	Curb and Gutter <i>(With AB Cushion)</i>	2,420	LF	\$ 30	\$ 72,600
21	8' Sidewalk <i>(With AB Cushion)</i>	19,360	SF	\$ 6	\$ 116,160
22	Median Curb <i>(With AB Cushion)</i>	2,030	LF	\$ 20	\$ 40,600
23	Handicap Ramp <i>(With AB Cushion)</i>	6	EA	\$ 2,500	\$ 15,000
24	Driveway Approach <i>(Lozano)</i>	1	EA	\$ 7,500	\$ 7,500
Subtotal Concrete Improvements					\$ 251,860
<u>STREET IMPROVEMENTS</u>					
25	6" AC Paving	82,280	SF	\$ 3.30	\$ 271,524
26	24" Aggregate Base	82,280	SF	\$ 4.32	\$ 355,450
27	Subgrade Fabric	82,280	SF	\$ 0.15	\$ 12,342
28	Fog Seal	82,280	SF	\$ 0.05	\$ 4,114
29	Monuments	3	EA	\$ 750	\$ 2,250
30	Street Barricade	3	EA	\$ 2,000	\$ 6,000
31	Signing and Striping	1,210	LF	\$ 5	\$ 6,050
Subtotal Street Improvements					\$ 657,730
<u>ELECTRICAL</u>					
32	Joint Trench	1,210	LF	\$ 150	\$ 181,500
33	Electroliers <i>(Assume Every 150')</i>	8	EA	\$ 4,500	\$ 36,000
Subtotal Electrical					\$ 217,500
<u>LANDSCAPE</u>					
34	Parkway Landscape and Irrigation	45,400	SF	\$ 6	\$ 272,400
35	Median Landscape and Irrigation	11,780	SF	\$ 8	\$ 94,240
Subtotal Landscape					\$ 366,640
<u>MISCELLANEOUS</u>					
36	Soundwall <i>(8')</i>	500	LF	\$ 120	\$ 60,000
37	Right of Way Acquisition <i>(Lozano)</i>	24,000	SF	\$ 5	\$ 120,000
38	Miscellaneous Frontage Improvements <i>(Lozano)</i>	1	LS	\$ 25,000	\$ 25,000
39	Demo Existing Structures <i>(Lozano)</i>	1	LS	\$ 100,000	\$ 100,000
Subtotal Miscellaneous					\$ 305,000
SUBTOTAL GATEWAY DRIVE IMPROVEMENTS					\$ 2,484,137
5% CONTINGENCY					\$ 124,207
TOTAL GATEWAY DRIVE IMPROVEMENTS					\$ 2,608,000
<i>(to the nearest \$1,000)</i>					



ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 2 MAJOR INFRASTRUCTURE

Job No. 1311-080

MISCELLANEOUS ROADWAY

HOMESTEAD

DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
1	Off-Site Traffic Signal (<i>Intersection of West A and I-80 WB Ramps</i>)	1	LS	\$ 350,000	\$ 350,000
2	Off-Site Traffic Signal (<i>Intersection of Batavia and I-80 EB Ramps</i>)	1	LS	\$ 350,000	\$ 350,000
3	Off-Site Traffic Signal (<i>Intersection of West A and Gateway</i>)	1	LS	\$ 400,000	\$ 400,000
4	Off-Site Traffic Signal (<i>Int of West A Street and S Lincoln</i>)	1	LS	\$ 300,000	\$ 300,000
5	Off-Site Traffic Signal (<i>Int of West A Street and Pitt School</i>)	1	LS	\$ 300,000	\$ 300,000
6	Traffic Signal Interconnect (<i>West A On Bridge</i>)	1,000	LF	\$ 250	\$ 250,000
7	Miscellaneous Interchange Improvements	1	LS	\$ -	N.I.C.
8	Traffic Control (<i>I-80E Ramps</i>)	300	LF	\$ 50	\$ 15,000
9	Traffic Control (<i>Pitt School Road</i>)	2,600	LF	\$ 100	\$ 260,000
10	Traffic Control (<i>West A Street</i>)	2,600	LF	\$ 100	\$ 260,000
11	Traffic Control (<i>South Lincoln Street</i>)	600	LF	\$ 100	\$ 60,000
12	Re-Striping (<i>I-80E Ramps</i>)	300	LF	\$ 20	\$ 6,000
13	Traffic Signal Interconnect	780	LF	\$ 100	\$ 78,000
14	Intersection Reconfiguration (<i>At I-80 Ramps</i>)	1	LS	\$ 250,000	\$ 250,000
15	I-80 Ramp Relocation (<i>Per City Alternative A</i>)	1	LS	\$ -	N.I.C.
SUBTOTAL MISCELLANEOUS ROADWAY IMPROVEMENTS					\$ 2,879,000
5% CONTINGENCY					\$ 144,000
TOTAL MISCELLANEOUS ROADWAY IMPROVEMENTS					\$ 3,023,000
<i>(to the nearest \$1,000)</i>					



ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 2 MAJOR INFRASTRUCTURE
MISCELLANEOUS STORM DRAIN - WEST POND
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
1	60" Storm Drain Main <i>(To Retention Basin)</i>	1,090	LF	\$ 250	\$ 272,500
2	Manholes	4	EA	\$ 7,500	\$ 30,000
3	Outfall Structure	1	EA	\$ 25,000	\$ 25,000
4	Detention Basin Earthwork	70,000	CY	\$ 3	\$ 210,000
5	6' Chainlink Fence	3,600	LF	\$ 30	\$ 108,000
6	12' Access Road <i>(8" AB on Subgrade Fabric)</i>	43,100	SF	\$ 4	\$ 172,400
7	Detention Basin Access Ramp	8,500	SF	\$ 6	\$ 51,000
8	West Pond Landscaping and Irrigation	43,100	SF	\$ 6	\$ 258,600
9	Batavia Pond Equalizing 36" Pipeline	200	LF	\$ 120	\$ 24,000
10	Equalizing Pipe Outfall	1	EA	\$ 30,000	\$ 30,000
11	Erosion Control <i>(Basin)</i>	9.2	AC	\$ 2,500	\$ 23,000
SUBTOTAL MISCELLANEOUS STORM DRAIN - WEST POND IMPROVEMENTS					\$ 1,204,500
5% CONTINGENCY					\$ 60,225
TOTAL MISCELLANEOUS STORM DRAIN - WEST POND IMPROVEMENTS					\$ 1,265,000
					<i>(to the nearest \$1,000)</i>



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 2 MAJOR INFRASTRUCTURE

September 17, 2018
Job No. 1311-080

SOFT COSTS
HOMESTEAD
DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
PLAN CHECK AND INSPECTION FEES					
1	City of Dixon Plan Check Fee (<i>\$500 + 2% of Construction Costs</i>)	1	LS	\$ 353,000	\$ 353,000
2	City of Dixon Inspection Fee <i>5% of First \$100,000</i> <i>4% of \$100,001 to \$500,000</i> <i>3% of Remainder</i>	1	LS	\$ 534,000	\$ 534,000
3	Solano County Plan Check and Inspection Fee (<i>Budget</i>)	1	LS	\$ 50,000	\$ 50,000
4	SID Plan Check and Inspection Fee (<i>Budget</i>)	1	LS	\$ 75,000	\$ 75,000
Subtotal Plan Check and Inspection Fees					\$ 1,012,000
MISCELLANEOUS FEES					
5	Bonding Costs (<i>Assume 1% of 50% of Construction Costs</i>)	1	LS	\$ 88,000	\$ 88,000
6	RWQCB NOI Fee	1	LS	\$ 3,000	\$ 3,000
Subtotal Miscellaneous Fees					\$ 91,000
CONSULTANTS					
7	Design Consultants (<i>Assume 5% of Construction Costs</i>) Engineering Staking Landscape Architect Dry Utilities Traffic Engineer Noise Consultant Geotechnical Engineer	1	LS	\$ 880,000	\$ 880,000
8	Construction Administration (<i>Assume 2% of Construction Costs</i>)	1	LS	\$ 352,000	\$ 352,000
Subtotal Consultants					\$ 1,232,000
SUBTOTAL SOFT COSTS					\$ 3,567,000

Phase 3



CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 3 MAJOR INFRASTRUCTURE

Job No. 1311-080

SUMMARY

HOMESTEAD

DIXON, CALIFORNIA

Description	Amount
NORTH PARKWAY (WEST) - WEYAND RANCH FRONTAGE	\$ 2,507,000
NORTH PARKWAY (EAST) - AZEVEDO PROPERTY FRONTAGE	\$ 2,901,000
SUBTOTAL PHASE 3 MAJOR INFRASTRUCTURE	\$ 5,408,000
PHASE 3 SOFT COSTS	\$ 810,000
TOTAL PHASE 3 MAJOR INFRASTRUCTURE	\$ 6,218,000



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 3 MAJOR INFRASTRUCTURE
NORTH PARKWAY (WEST)
WEYAND RANCH FRONTAGE
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	3.3	AC	\$ 3,250	\$ 10,725
2	Earthwork	5,650	CY	\$ 6	\$ 33,900
3	Fine Grading	141,020	SF	\$ 0.40	\$ 56,408
	Subtotal Grading				\$ 101,033
<u>EROSION CONTROL</u>					
4	Erosion Control	3.2	AC	\$ 10,000	\$ 32,000
	Subtotal Erosion Control				\$ 32,000
<u>SANITARY SEWER</u>					
5	12" Sanitary Sewer Main - VCP	820	LF	\$ 75	\$ 61,500
6	Manholes	3	EA	\$ 7,500	\$ 22,500
7	Stub and Plug	6	EA	\$ 1,000	\$ 6,000
8	6" Sanitary Sewer Lateral (Park)	1	EA	\$ 2,000	\$ 2,000
	Subtotal Sanitary Sewer				\$ 92,000
<u>STORM DRAIN</u>					
9	18" Storm Drain Main	350	LF	\$ 75	\$ 26,250
10	36" Storm Drain Main	1,170	LF	\$ 150	\$ 175,500
11	Catch Basins (Type A)	10	EA	\$ 4,000	\$ 40,000
12	Manholes	5	EA	\$ 7,500	\$ 37,500
13	Stub and Plug	3	EA	\$ 500	\$ 1,500
	Subtotal Storm Drain				\$ 280,750
<u>WATER</u>					
14	12" Water Main (Including All Appurtenances)	1,170	LF	\$ 90	\$ 105,300
15	Special Class PVC Utility Crossings	4	EA	\$ 400	\$ 1,600
16	Irrigation Service	1	EA	\$ 2,500	\$ 2,500
17	Meter	1	EA	\$ 1,000	\$ 1,000
15	Irrigation Controller	1	EA	\$ 17,500	\$ 17,500
16	Irrigation Sleeves	500	LF	\$ 15	\$ 7,500
17	Fire Hydrants	4	EA	\$ 6,000	\$ 24,000
	Subtotal Water				\$ 159,400

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Item	Description	Quantity	Unit	Unit Price	Amount
<u>IRRIGATION</u>					
18	30" Irrigation Main (Including All Appurtenances)	1,170	LF	\$ 125	\$ 146,250
	Subtotal Irrigation				\$ 146,250
<u>CONCRETE IMPROVEMENTS</u>					
19	Curb and Gutter (With AB Cushion)	2,800	LF	\$ 30	\$ 84,000
20	8' Sidewalk (With AB Cushion)	23,600	SF	\$ 6	\$ 141,600
21	Median Curb (With AB Cushion)	2,390	LF	\$ 20	\$ 47,800
22	Handicap Ramp (With AB Cushion)	11	EA	\$ 2,500	\$ 27,500
	Subtotal Concrete Improvements				\$ 300,900
<u>STREET IMPROVEMENTS</u>					
23	5" AC Paving	60,670	SF	\$ 2.75	\$ 166,843
24	17.5" Aggregate Base	60,670	SF	\$ 3.15	\$ 191,111
25	Subgrade Fabric	60,670	SF	\$ 0.15	\$ 9,101
26	Fog Seal	60,670	SF	\$ 0.05	\$ 3,034
27	Monuments	5	EA	\$ 750	\$ 3,750
28	Signing and Striping	1,350	LF	\$ 5.00	\$ 6,750
29	Access Road Gate	1	EA	\$ 5,000	\$ 5,000
30	Barricade	4	EA	\$ 2,000	\$ 8,000
	Subtotal Street Improvements				\$ 393,587
<u>ELECTRICAL</u>					
31	Joint Trench	1,350	LF	\$ 150	\$ 202,500
32	Electroliers (Assume every 150')	8	EA	\$ 4,500	\$ 36,000
	Subtotal Electrical				\$ 238,500
<u>LANDSCAPE</u>					
33	Parkway Landscape and Irrigation	38,930	SF	\$ 6	\$ 233,580
34	Median Landscape and Irrigation	11,500	SF	\$ 8	\$ 92,000
	Subtotal Landscape				\$ 325,580
<u>MISCELLANEOUS</u>					
35	Roundabout	1	LS	\$ 150,000	\$ 150,000
36	Soundwall	1,400	LF	\$ 120	\$ 168,000
	Subtotal Miscellaneous				\$ 318,000
SUBTOTAL NORTH PARKWAY (WEST) IMPROVEMENTS					\$ 2,388,000
5% CONTINGENCY					\$ 119,400
TOTAL NORTH PARKWAY (WEST) IMPROVEMENTS					\$ 2,507,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 3 MAJOR INFRASTRUCTURE
NORTH PARKWAY (EAST)
AZEVEDO PROPERTY FRONTAGE
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	3.3	AC	\$ 2,250	\$ 7,425
2	Earthwork	5,850	CY	\$ 6	\$ 35,100
3	Fine Grading	144,740	SF	\$ 0.40	\$ 57,896
Subtotal Grading					\$ 100,421
<u>EROSION CONTROL</u>					
4	Erosion Control	3.3	AC	\$ 10,000	\$ 33,000
Subtotal Erosion Control					\$ 33,000
<u>SANITARY SEWER</u>					
5	12" Sanitary Sewer Main - VCP	1,460	LF	\$ 75	\$ 109,500
6	Manholes	4	EA	\$ 7,500	\$ 30,000
7	Stub and Plug	8	EA	\$ 1,000.00	\$ 8,000
Subtotal Sanitary Sewer					\$ 147,500
<u>STORM DRAIN</u>					
8	18" Storm Drain Main	280	LF	\$ 75	\$ 21,000
9	42" Storm Drain Main	1,530	LF	\$ 175	\$ 267,750
10	Catch Basins (Type A)	8	EA	\$ 4,000	\$ 32,000
11	Manholes	4	EA	\$ 7,500	\$ 30,000
12	Field Inlet (Median)	3	EA	\$ 3,000	\$ 9,000
13	Stub and Plug	2	EA	\$ 500	\$ 1,000
Subtotal Storm Drain					\$ 360,750
<u>WATER</u>					
14	12" Water Main (Including All Appurtenances)	1,500	LF	\$ 90	\$ 135,000
15	Special Class PVC Utility Crossings	3	EA	\$ 400	\$ 1,200
16	Irrigation Service	1	EA	\$ 2,500	\$ 2,500
17	Meter	1	EA	\$ 1,000	\$ 1,000
15	Irrigation Controller	1	EA	\$ 17,500	\$ 17,500
16	Irrigation Sleeves	500	LF	\$ 15	\$ 7,500
17	Fire Hydrants	5	EA	\$ 6,000	\$ 30,000
Subtotal Water					\$ 194,700

Item	Description	Quantity	Unit	Unit Price	Amount
<u>IRRIGATION</u>					
18	30" Irrigation Main <i>(Including All Appurtenances)</i>	1,410	LF	\$ 125	\$ 176,250
19	36" Irrigation Main Temporary Bypass	435	LF	\$ 150	\$ 65,250
20	Connect to Existing System	2	EA	\$ 15,000	\$ 30,000
21	Remove 36" Irrigation Main	2,640	LF	\$ 45	\$ 118,800
	Subtotal Irrigation				\$ 390,300
<u>CONCRETE IMPROVEMENTS</u>					
22	Curb and Gutter <i>(With AB Cushion)</i>	2,780	LF	\$ 30	\$ 83,400
23	8' Sidewalk <i>(With AB Cushion)</i>	24,300	SF	\$ 6	\$ 145,800
24	Median Curb <i>(With AB Cushion)</i>	2,470	LF	\$ 20	\$ 49,400
25	Handicap Ramp <i>(With AB Cushion)</i>	10	EA	\$ 2,500	\$ 25,000
	Subtotal Concrete Improvements				\$ 303,600
<u>STREET IMPROVEMENTS</u>					
26	5" AC Paving	68,670	SF	\$ 2.75	\$ 188,843
27	17.5" Aggregate Base	68,670	SF	\$ 3.15	\$ 216,311
28	Subgrade Fabric	68,670	SF	\$ 0.15	\$ 10,301
29	Fog Seal	68,670	SF	\$ 0.05	\$ 3,434
30	Monuments	5	EA	\$ 750	\$ 3,750
31	Signing and Striping	1,380	LF	\$ 5	\$ 6,900
32	Barricade	4	EA	\$ 2,000	\$ 8,000
	Subtotal Street Improvements				\$ 437,537
<u>ELECTRICAL</u>					
33	Joint Trench	1,380	LF	\$ 150	\$ 207,000
34	Electroliers <i>(Assume Every 150')</i>	10	EA	\$ 4,500	\$ 45,000
	Subtotal Electrical				\$ 252,000
<u>LANDSCAPE</u>					
35	Parkway Landscape and Irrigation	29,440	SF	\$ 6	\$ 176,640
36	Median Landscape and Irrigation	11,700	SF	\$ 8	\$ 93,600
	Subtotal Landscape				\$ 270,240
<u>MISCELLANEOUS</u>					
37	Soundwall	2,270	LF	\$ 120	\$ 272,400
	Subtotal Miscellaneous				\$ 272,400
	SUBTOTAL NORTH PARKWAY (EAST) IMPROVEMENTS				\$ 2,762,448
	5% CONTINGENCY				\$ 138,122
	TOTAL NORTH PARKWAY (EAST) IMPROVEMENTS				\$ 2,901,000
	<i>(to the nearest \$1,000)</i>				



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 3 MAJOR INFRASTRUCTURE

September 17, 2018
Job No. 1311-080

SOFT COSTS
HOMESTEAD
DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
PLAN CHECK AND INSPECTION FEES					
1	City of Dixon Plan Check Fee (\$500 + 2% of Construction Costs)	1	LS	\$ 109,000	\$ 109,000
2	City of Dixon Inspection Fee 5% of First \$100,000 4% of \$100,001 to \$500,000 3% of Remainder	1	LS	\$ 168,000	\$ 168,000
3	Solano County Plan Check and Inspection Fee (Budget)	1	LS	\$ 50,000	\$ 50,000
4	SID Plan Check and Inspection Fee (Budget)	1	LS	\$ 75,000	\$ 75,000
	Subtotal Plan Check and Inspection				\$ 402,000
MISCELLANEOUS FEES					
5	Bonding Costs (Assume 1% of 50% of Construction Costs)	1	LS	\$ 27,000	\$ 27,000
6	RWQCB NOI Fee	1	LS	\$ 3,000	\$ 3,000
	Subtotal Miscellaneous Fees				\$ 30,000
CONSULTANTS					
7	Design Consultants (Assume 5% of Construction Costs) Engineering Staking Landscape Architect Dry Utilities Traffic Engineer Noise Consultant Geotechnical Engineer	1	LS	\$ 270,000	\$ 270,000
8	Construction Administration (Assume 2% of Construction Costs)	1	LS	\$ 108,000	\$ 108,000
	Subtotal Consultants				\$ 378,000
	SUBTOTAL SOFT COSTS			\$	810,000

Phase 4



CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 4 MAJOR INFRASTRUCTURE

Job No. 1311-080

SUMMARY

HOMESTEAD

DIXON, CALIFORNIA

Description	Amount
WEST A STREET - AZEVEDO PROPERTY FRONTAGE	\$ 1,866,000
WEST A STREET - PITT SCHOOL ROAD TO GATEWAY DRIVE	\$ 1,939,000
SUBTOTAL PHASE 4 MAJOR INFRASTRUCTURE	\$ 4,406,000
PHASE 4 SOFT COSTS	\$ 685,000
TOTAL PHASE 4 MAJOR INFRASTRUCTURE	\$ 5,091,000



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 4 MAJOR INFRASTRUCTURE
WEST A STREET
AZEVEDO PROPERTY FRONTAGE
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WEST A STREET - AZEVEDO PROPERTY FRONTAGE (116.5' RIGHT-OF-WAY) - 1,320 LF</u>					
1	Earthwork	4,600	CY	\$ 6	\$ 27,600
2	Fine Grading	82,110	SF	\$ 0.40	\$ 32,844
	Subtotal Grading				\$ 64,719
<u>EROSION CONTROL</u>					
3	Erosion Control	1.9	AC	\$ 10,000	\$ 19,000
	Subtotal Erosion Control				\$ 19,000
	Bonding Costs (<i>Assume 50% of Construction Costs</i>)			\$ -	
<u>STORM DRAIN</u>					
4	12" Storm Drain Main	80	LF	\$ 65	\$ 5,200
5	15" Storm Drain Main	25	LF	\$ 70	\$ 1,750
6	24" Storm Drain Main	25	LF	\$ 95	\$ 2,375
7	Catch Basins (<i>Type A</i>)	5	EA	\$ 4,000	\$ 20,000
8	<u>Design Consultants (<i>Assume 5% of Construction Costs</i>)</u>	4	EA	\$ -	\$ -
	Subtotal Storm Drain				\$ 29,325
<u>WATER</u>					
9	Fire Hydrants	3	EA	\$ 6,000	\$ 18,000
10	Connect to Existing System	3	EA	\$ 3,000	\$ 9,000
11	Construction Administration (<i>Assume 2% of Construction Costs</i>)	1,600	LF	\$ -	\$ -
12	8' Sidewalk (<i>With AB Cushion</i>)	12,590	SF	\$ 6	\$ 75,540
13	Median Curb (<i>With AB Cushion</i>)	2,710	LF	\$ 20	\$ 54,200
14	Handicap Ramp (<i>With AB Cushion</i>)	3	EA	\$ 2,500	\$ 7,500
15	Pedestrian Refuge	1	LS	\$ 20,000	\$ 20,000
16	Driveway Approach (<i>With AB Cushion</i>)	2	EA	\$ 7,500	\$ 15,000
	Subtotal Concrete Improvements				\$ 172,240

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET IMPROVEMENTS</u>					
17	Remove Existing Street Section	14,470	SF	\$ 0.15	\$ 2,171
18	Overlay Existing Pavement (<i>Quiet Pavement</i>)	4,710	SF	\$ 4	\$ 18,840
19	6" AC Paving	35,110	SF	\$ 3.30	\$ 115,863
20	24" Aggregate Base	35,110	SF	\$ 4.32	\$ 151,675
21	Subgrade Fabric	35,110	SF	\$ 0.15	\$ 5,267
22	Fog Seal	35,110	SF	\$ 0.05	\$ 1,756
23	Signing and Striping	1,320	LF	\$ 5	\$ 6,600
Subtotal Street Improvements					\$ 302,171
<u>ELECTRICAL</u>					
24	Existing Overhead to be Underground	1,320	LF	\$ 300	\$ 396,000
25	Electroliers (<i>Assume every 150'</i>)	9	EA	\$ 4,500	\$ 40,500
26	Existing Electroliers to be Relocated	1	EA	\$ 5,000	\$ 5,000
27	Existing Illuminated Sign to be Relocated	1	EA	\$ 5,000	\$ 5,000
Subtotal Electrical					\$ 446,500
<u>LANDSCAPE</u>					
28	Parkway Landscape and Irrigation	12,720	SF	\$ 6	\$ 76,320
29	Median Landscape and Irrigation	14,470	SF	\$ 8	\$ 115,760
Subtotal Landscape					\$ 192,080
<u>MISCELLANEOUS</u>					
30	Traffic Control	1,320	LF	\$ 100	\$ 132,000
31	Construction Sequencing	1,320	LF	\$ 20	\$ 26,400
32	Modify Existing Frontage (<i>Azevedo</i>)	1,320	LF	\$ 50	\$ 66,000
33	Traffic Signal (<i>At Pitt School Road</i>)	1	LS	\$ 300,000	\$ 300,000
34	Right of Way Acquisition (<i>Azevedo</i>)	48,000	SF	\$ 5	N.I.C.
Subtotal Miscellaneous					\$ 524,400
SUBTOTAL WEST A STREET IMPROVEMENTS					\$ 1,777,435
5% CONTINGENCY					\$ 88,872
TOTAL WEST A STREET IMPROVEMENTS					\$ 1,866,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 4 MAJOR INFRASTRUCTURE
WEST A STREET
PITT SCHOOL ROAD TO GATEWAY DRIVE
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GRADING</u>					
1	Clear and Grub	2.0	AC	\$ 2,250	\$ 4,500
	Subtotal Grading				\$ 69,752
<u>EROSION CONTROL</u>					
2	Erosion Control	2.0	AC	\$ 10,000	\$ 20,000
	Subtotal Erosion Control				\$ 20,000
<u>STORM DRAIN</u>					
3	Bonding Costs (<i>Assume 50% of Construction Costs</i>)	30	LF	\$ -	\$ -
4	Catch Basins (<i>Type A</i>)	2	EA	\$ 4,000	\$ 8,000
5	Connect to Existing System	1	EA	\$ 1,000	\$ 1,000
	Subtotal Storm Drain				\$ 9,000
	<u>Design Consultants (<i>Assume 5% of Construction Costs</i>)</u>			\$ -	
6	Fire Hydrants	4	EA	\$ 6,000	\$ 24,000
7	Connect to Existing System	4	EA	\$ 3,000	\$ 12,000
	Subtotal Water				\$ 36,000
<u>CONCRETE IMPROVEMENTS</u>					
8	Curb and Gutter (<i>With AB Cushion</i>)	1,460	LF	\$ 30	\$ 43,800
9	Construction Administration (<i>Assume 2% of Construction Costs</i>)			\$ -	
	Subtotal Concrete Improvements				\$ 43,800

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET IMPROVEMENTS</u>					
10	Remove Existing Street Section	29,810	SF	\$ 0.15	\$ 4,472
11	Overlay Existing Pavement (<i>Quiet Pavement</i>)	40,012	SF	\$ 4	\$ 160,048
12	6" AC Paving	44,520	SF	\$ 3.30	\$ 146,916
13	24" Aggregate Base	44,520	SF	\$ 4.32	\$ 192,326
14	Subgrade Fabric	44,520	SF	\$ 0.15	\$ 6,678
15	Fog Seal	44,520	SF	\$ 0.05	\$ 2,226
16	Monuments	1	EA	\$ 750	\$ 750
17	Signing and Striping	1,440	LF	\$ 5	\$ 7,200
Subtotal Street Improvements					\$ 520,616
<u>ELECTRICAL</u>					
18	Existing Poles to be Underground	1,440	LF	\$ 300	\$ 432,000
19	Electroliers (<i>Assume every 150'</i>)	10	EA	\$ 4,500	\$ 45,000
Subtotal Electrical					\$ 477,000
<u>LANDSCAPE</u>					
20	Parkway Landscape and Irrigation	17,500	SF	\$ 6	\$ 105,000
21	Median Landscape and Irrigation	11,630	SF	\$ 8	\$ 93,040
Subtotal Landscape					\$ 198,040
<u>MISCELLANEOUS</u>					
22	Traffic Control	1,440	LF	\$ 100	\$ 144,000
23	Construction Sequencing	1,440	LF	\$ 20	\$ 28,800
24	Traffic Signal (<i>At Evans Road</i>)	1	LS	\$ 300,000	\$ 300,000
Subtotal Miscellaneous					\$ 472,800
SUBTOTAL WEST A STREET IMPROVEMENTS					\$ 1,847,008
5% CONTINGENCY					\$ 92,350
TOTAL WEST A STREET IMPROVEMENTS					\$ 1,939,000
<i>(to the nearest \$1,000)</i>					



ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 4 MAJOR INFRASTRUCTURE

Job No. 1311-080

**SOFT COSTS
HOMESTEAD
DIXON, CALIFORNIA**

Item	Description	Quantity	Unit	Unit Price	Amount
PLAN CHECK AND INSPECTION FEES					
1	City of Dixon Plan Check Fee (\$500 + 2% of Construction Costs) 4% of \$100,001 to \$500,000 3% of Remainder	1	LS	\$ 89,000	\$ 89,000
2	Solano County Plan Check and Inspection Fee (Budget)	1	LS	\$ 50,000	\$ 50,000
3	SID Plan Check and Inspection Fee (Budget)	1	LS	\$ 75,000	\$ 75,000
	Subtotal Plan Check and Inspection				\$ 352,000
MISCELLANEOUS FEES					
4	Bonding Costs (Assume 1% of 50% of Construction Costs)	1	LS	\$ 22,000	\$ 22,000
5	RWQCB NOI Fee	1	LS	\$ 3,000	\$ 3,000
	Subtotal Miscellaneous Fees				\$ 25,000
CONSULTANTS					
6	Design Consultants (Assume 5% of Construction Costs) Engineering Staking Landscape Architect Dry Utilities Traffic Engineer Noise Consultant Geotechnical Engineer	1	LS	\$ 220,000	\$ 220,000
7	Construction Administration (Assume 2% of Construction Costs)	1	LS	\$ 88,000	\$ 88,000
	Subtotal Consultants				\$ 308,000
	SUBTOTAL SOFT COSTS			\$	685,000

Phase 5



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE

September 17, 2018

PHASE 5 MAJOR INFRASTRUCTURE

Job No. 1311-080

SUMMARY

HOMESTEAD

DIXON, CALIFORNIA

Description	Amount
WEST A STREET - WEST - INTERSTATE 80 TO GATEWAY DRIVE	\$ 566,000
BATAVIA ROAD - BATAVIA POND TO NORTH PARKWAY	\$ 1,339,000
NORTH PARKWAY - BATAVIA ROAD TO GATEWAY DRIVE	\$ 196,000
GATEWAY DRIVE - BATAVIA ROAD TO NORTH PARKWAY	\$ 1,928,000
MISCELLANEOUS STORM DRAIN	\$ 3,225,000
<hr/>	
SUBTOTAL PHASE 5 MAJOR INFRASTRUCTURE	\$ 7,254,000
PHASE 5 SOFT COSTS	\$ 1,042,000
TOTAL PHASE 5 MAJOR INFRASTRUCTURE	\$ 8,296,000
	<i>(to the nearest \$1,000)</i>



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE
WEST A STREET - WEST
INTERSTATE 80 TO GATEWAY DRIVE
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>WEST A STREET - INTERSTATE 80 TO GATEWAY DRIVE (RIGHT-OF-WAY VARIES) 780 LF</u>					
<i>Widen south side of West A Street from I-80 overcrossing eastern embankment to Gateway Drive</i>					
<u>GRADING</u>					
1	Clear and Grub	1.1	AC	\$ 2,250	\$ 2,475
2	Earthwork	4,770	CY	\$ 6	\$ 28,620
3	Fine Grading	49,500	SF	\$ 0.40	\$ 19,800
	Subtotal Grading				\$ 50,895
<u>EROSION CONTROL</u>					
4	Erosion Control	1.1	AC	\$ 10,000	\$ 11,000
	Subtotal Erosion Control				\$ 11,000
<u>CONCRETE IMPROVEMENTS</u>					
5	Remove Existing Median Curbs	80	LF	\$ 10	\$ 800
6	Curb and Gutter <i>(With AB Cushion)</i>	360	LF	\$ 30	\$ 10,800
7	Median Curb <i>(With AB Cushion)</i>	0	LF	\$ 20	N.I.C.
8	8' Sidewalk <i>(With AB Cushion)</i>	2,560	SF	\$ 6	\$ 15,360
9	Handicap Ramp <i>(With AB Cushion)</i>	2	EA	\$ 2,500	\$ 5,000
10	Driveway Approach <i>(Lozano)</i>	1	EA	\$ 7,500	\$ 7,500
	Subtotal Concrete Improvements				\$ 39,460
<u>STREET IMPROVEMENTS</u>					
11	Grind and Overlay Existing Pavement	5,630	SF	\$ 3	\$ 16,890
12	Sawcut Existing Pavement	580	LF	\$ 5	\$ 2,900
13	6" AC Paving	20,480	SF	\$ 3.30	\$ 67,584
14	24" Aggregate Base	20,480	SF	\$ 4.32	\$ 88,474
15	Subgrade Fabric	20,480	SF	\$ 0.15	\$ 3,072
16	Fog Seal	20,480	SF	\$ 0.05	\$ 1,024
17	Signing and Striping	780	LF	\$ 5	\$ 3,900
	Subtotal Street Improvements				\$ 183,844
<u>ELECTRICAL</u>					
18	Electroliers <i>(Assume every 150')</i>	5	EA	\$ 4,500	\$ 23,400
	Subtotal Electrical				\$ 23,400

Item	Description	Quantity	Unit	Unit Price	Amount
<u>LANDSCAPE</u>					
19	Parkway Landscape and Irrigation	6,120	SF	\$ 6	\$ 36,720
	Subtotal Landscape			\$	36,720
<u>MISCELLANEOUS</u>					
20	Traffic Control	780	LF	\$ 100	\$ 78,000
21	Construction Sequencing	780	LF	\$ 20	\$ 15,600
22	Right of Way Acquisition <i>(Lozano -Acquired in Phase 1)</i>	24,000	SF	\$ 5	N.I.C.
23	Miscellaneous Frontage Improvements <i>(Lozano)</i>	1	LS	\$ 100,000	\$ 100,000
	Subtotal Miscellaneous			\$	193,600
SUBTOTAL WEST A STREET - WEST IMPROVEMENTS					\$ 538,919
5% CONTINGENCY					\$ 26,946
TOTAL WEST A STREET - WEST IMPROVEMENTS					\$ 566,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE
BATAVIA ROAD
BATAVIA POND TO NORTH PARKWAY
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>BATAVIA ROAD - BATAVIA POND TO NORTH PARKWAY 1,770 LF</u>					
<i>Construct program utilities north of Gateway Drive and reconstruct roadway as 24' of pavement</i>					
<u>GRADING</u>					
1	Earthwork	4,720	CY	\$ 6	\$ 28,320
2	Fine Grading	42,480	SF	\$ 0.40	\$ 16,992
	Subtotal Grading				\$ 45,312
<u>EROSION CONTROL</u>					
3	Erosion Control	1	AC	\$ 10,000	\$ 10,000
	Subtotal Erosion Control				\$ 10,000
<u>SANITARY SEWER</u>					
4	10" Sanitary Sewer Main - VCP	810	LF	\$ 70	\$ 56,700
5	Manholes	3	EA	\$ 7,500	\$ 22,500
6	Stub and Plug	4	EA	\$ 1,000.00	\$ 4,000
7	6" Sanitary Sewer Lateral	4	EA	\$ 2,000	\$ 8,000
	Subtotal Sanitary Sewer				\$ 91,200
<u>STORM DRAIN</u>					
8	18" Storm Drain Main	200	LF	\$ 75	\$ 15,000
9	42" Storm Drain Main	1,120	LF	\$ 175	\$ 196,000
10	Catch Basins (Type A)	8	EA	\$ 4,000	\$ 32,000
11	Manholes	5	EA	\$ 7,500	\$ 37,500
12	Stub and Plug	2	EA	\$ 500	\$ 1,000
	Subtotal Storm Drain				\$ 281,500
<u>WATER</u>					
13	12" Water Main (Including all appurtenances)	2,180	LF	\$ 90	\$ 196,200
14	4" Water Laterals	4	EA	\$ 3,000	\$ 12,000
15	Special Class PVC Utility Crossings	2	EA	\$ 400	\$ 800
16	Fire Hydrants	3	EA	\$ 6,000	\$ 18,000
	Subtotal Water				\$ 227,000

Item	Description	Quantity	Unit	Unit Price	Amount
<u>STREET IMPROVEMENTS</u>					
17	Remove Existing Street Section	35,400	SF	\$ 0.15	\$ 5,310
18	Sawcut	100	LF	\$ 5	\$ 500
19	5" AC Paving	42,480	SF	\$ 2.75	\$ 116,820
20	17.5" Aggregate Base	42,480	SF	\$ 3.15	\$ 133,812
21	Subgrade Fabric	42,480	SF	\$ 0.15	\$ 6,372
22	Fog Seal	42,480	SF	\$ 0.05	\$ 2,124
Subtotal Street Improvements					\$ 264,938
<u>MISCELLANEOUS</u>					
23	Traffic Control	1,770	LF	\$ 100	\$ 177,000
24	Construction Sequencing	1,770	LF	\$ 20	\$ 35,400
25	Temporary Access Road (12' x 1,770')	21,240	SF	\$ 2	\$ 42,480
26	Intersection Reconfiguration (Disconnect Batavia at I-80)	1	LS	\$ 100,000	\$ 100,000
Subtotal Miscellaneous					\$ 354,880
SUBTOTAL BATAVIA ROAD IMPROVEMENTS					\$ 1,274,830
5% CONTINGENCY					\$ 63,742
TOTAL BATAVIA ROAD IMPROVEMENTS					\$ 1,339,000
<i>(to the nearest \$1,000)</i>					



ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE
NORTH PARKWAY
BATAVIA ROAD TO GATEWAY DRIVE
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>NORTH PARKWAY - BATAVIA ROAD TO GATEWAY DRIVE (UTILITIES) 720 LF</u>					
<i>Construct program utilities in North Parkway west of Gateway Drive.</i>					
<u>SANITARY SEWER</u>					
1	10" Sanitary Sewer Main - VCP	280	LF	\$ 70	\$ 19,600
2	Manholes	3	EA	\$ 7,500	\$ 22,500
3	Stub and Plug	1	EA	\$ 1,000.00	\$ 1,000
Subtotal Sanitary Sewer					\$ 43,100
<u>STORM DRAIN</u>					
4	18" Storm Drain Main	720	LF	\$ 75	\$ 54,000
5	Catch Basins (Type A)	2	EA	\$ 4,000	\$ 8,000
6	Stub and Plug	1	EA	\$ 500	\$ 500
Subtotal Storm Drain					\$ 62,500
<u>WATER</u>					
7	12" Water Main (Including All Appurtenances)	730	LF	\$ 90	\$ 65,700
8	Special Class PVC Utility Crossings	1	EA	\$ 400	\$ 400
9	Fire Hydrants	2	EA	\$ 6,000	\$ 12,000
10	Connect to Existing	1	EA	\$ 3,000	\$ 3,000
Subtotal Water					\$ 81,100
SUBTOTAL NORTH PARKWAY IMPROVEMENTS					\$ 186,700
5% CONTINGENCY					\$ 9,335
TOTAL NORTH PARKWAY IMPROVEMENTS					\$ 196,000
<i>(to the nearest \$1,000)</i>					



CIVIL ENGINEERS • SURVEYORS • PLANNERS

ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE
GATEWAY DRIVE
BATAVIA ROAD TO NORTH PARKWAY
HOMESTEAD
DIXON, CALIFORNIA

September 17, 2018
Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>GATEWAY DRIVE - BATAVIA ROAD TO NORTH PARKWAY (133- RIGHT-OF-WAY) 980 LF</u>					
<u>GRADING</u>					
1	Clear and Grub	3.0	AC	\$ 2,250	\$ 6,750
2	Earthwork	8,710	CY	\$ 6	\$ 52,260
3	Fine Grading	130,340	SF	\$ 0.40	\$ 52,136
	Subtotal Grading				\$ 111,146
<u>EROSION CONTROL</u>					
4	Erosion Control	3.0	AC	\$ 10,000	\$ 30,000
	Subtotal Erosion Control				\$ 30,000
<u>SANITARY SEWER</u>					
5	10" Sanitary Sewer Main - VCP	980	LF	\$ 70	\$ 68,600
6	Manholes	4	EA	\$ 7,500	\$ 30,000
	Subtotal Sanitary Sewer				\$ 98,600
<u>STORM DRAIN</u>					
7	18" Storm Drain Main	380	LF	\$ 75	\$ 28,500
8	30" Storm Drain Main	590	LF	\$ 120	\$ 70,800
9	Catch Basins (Type A)	6	EA	\$ 4,000	\$ 24,000
10	Manholes	4	EA	\$ 7,500	\$ 30,000
	Subtotal Storm Drain				\$ 153,300
<u>WATER</u>					
11	12" Water Main (Including all appurtenances)	910	LF	\$ 90	\$ 81,900
12	Special Class PVC Utility Crossing	1	EA	\$ 400	\$ 400
13	Irrigation Service	1	EA	\$ 2,500	\$ 2,500
14	Meter	1	EA	\$ 1,000	\$ 1,000
15	Irrigation Controller	1	EA	\$ 17,500	\$ 17,500
16	Irrigation Sleeves	400	LF	\$ 15	\$ 6,000
17	Fire Hydrants	3	EA	\$ 6,000	\$ 18,000
18	Connect to Existing	1	EA	\$ 3,000	\$ 3,000
	Subtotal Water				\$ 130,300

Item	Description	Quantity	Unit	Unit Price	Amount
<u>CONCRETE IMPROVEMENTS</u>					
19	Curb and Gutter <i>(With AB Cushion)</i>	1,960	LF	\$ 30	\$ 58,800
20	8' Sidewalk <i>(With AB Cushion)</i>	15,680	SF	\$ 6.00	\$ 94,080
21	Median Curb <i>(With AB Cushion)</i>	1,660	LF	\$ 20.00	\$ 33,200
22	Handicap Ramp <i>(With AB Cushion)</i>	4	EA	\$ 2,500	\$ 10,000
Subtotal Concrete Improvements					\$ 196,080
<u>STREET IMPROVEMENTS</u>					
23	6" AC Paving	66,640	SF	\$ 3.30	\$ 219,912
24	24" Aggregate Base	66,640	SF	\$ 4.32	\$ 287,885
25	Subgrade Fabric	66,640	SF	\$ 0.15	\$ 9,996
26	Fog Seal	66,640	SF	\$ 0.04	\$ 2,666
27	Monuments	3	EA	\$ 750	\$ 2,250
28	Street Barricade	1	EA	\$ 2,000	\$ 2,000
29	Signing and Striping	980	LF	\$ 5	\$ 4,900
Subtotal Street Improvements					\$ 529,608
<u>ELECTRICAL</u>					
30	Joint Trench	980	LF	\$ 150	\$ 147,000
31	Electroliers <i>(Assume Every 150')</i>	7	EA	\$ 4,500	\$ 31,500
Subtotal Electrical					\$ 178,500
<u>LANDSCAPE</u>					
32	Parkway Landscape and Irrigation	37,200	SF	\$ 6	\$ 223,200
33	Median Landscape and Irrigation	9,640	SF	\$ 8	\$ 77,120
Subtotal Landscape					\$ 300,320
<u>MISCELLANEOUS</u>					
34	Soundwall <i>(8')</i>	900	LF	\$ 120	\$ 108,000
Subtotal Miscellaneous					\$ 108,000
SUBTOTAL GATEWAY DRIVE IMPROVEMENTS					\$ 1,835,854
5% CONTINGENCY					\$ 91,793
TOTAL GATEWAY DRIVE IMPROVEMENTS					\$ 1,928,000
<i>(to the nearest \$1,000)</i>					



ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE
MISCELLANEOUS STORM DRAIN
HOMESTEAD
 DIXON, CALIFORNIA

September 17, 2018
 Job No. 1311-080

Item	Description	Quantity	Unit	Unit Price	Amount
<u>MISCELLANEOUS STORM DRAIN</u>					
<i>Construct storm drain pump station and the pipeline outfall to McCune Creek.</i>					
<u>PIPELINE OUTFALL TO McCUNE CREEK</u>					
1	36" Storm Drain Main	4,630	LF	\$ 150	\$ 694,500
2	Manholes	13	LF	\$ 7,500	\$ 97,500
3	Storm Drain Pump Station	1	LS	\$ 1,500,000	\$ 1,500,000
4	Dewatering	2,200	LF	\$ 40	\$ 88,000
5	Weyand Canal Bore and Jack	120	LF	\$ 1,000	\$ 120,000
6	Weyand Canal Bore and Receiving Pits	2	EA	\$ 25,000	\$ 50,000
7	Weyand Canal Miscellaneous Improvements	1	LS	\$ 25,000	\$ 25,000
8	Outfall Structure (<i>McCune Creek</i>)	1	EA	\$ 50,000	\$ 50,000
9	Wetland Mitigation	1	LS	N.I.C.	N.I.C.
10	Reestablish Existing Drainage Swale	1	LS	\$ 25,000	\$ 25,000
11	Drainage Easement (<i>SID - 35' x 2,005'</i>)	70,180	SF	\$ 3	\$ 210,540
12	Drainage Easement (<i>Gnos - 35' x 2,005'</i>)	70,180	SF	\$ 3	\$ 210,540
13	Drainage Easement (<i>Gustafson - 25' x 2,175'</i>)	54,375	SF	\$ 2	N.I.C.
Subtotal Pipeline Outfall to McCune Creek					\$ 3,071,080
SUBTOTAL MISCELLANEOUS STORM DRAIN IMPROVEMENTS					\$ 3,071,080
5% CONTINGENCY					\$ 153,554
TOTAL MISCELLANEOUS STORM DRAIN IMPROVEMENTS					\$ 3,225,000
<i>(to the nearest \$1,000)</i>					



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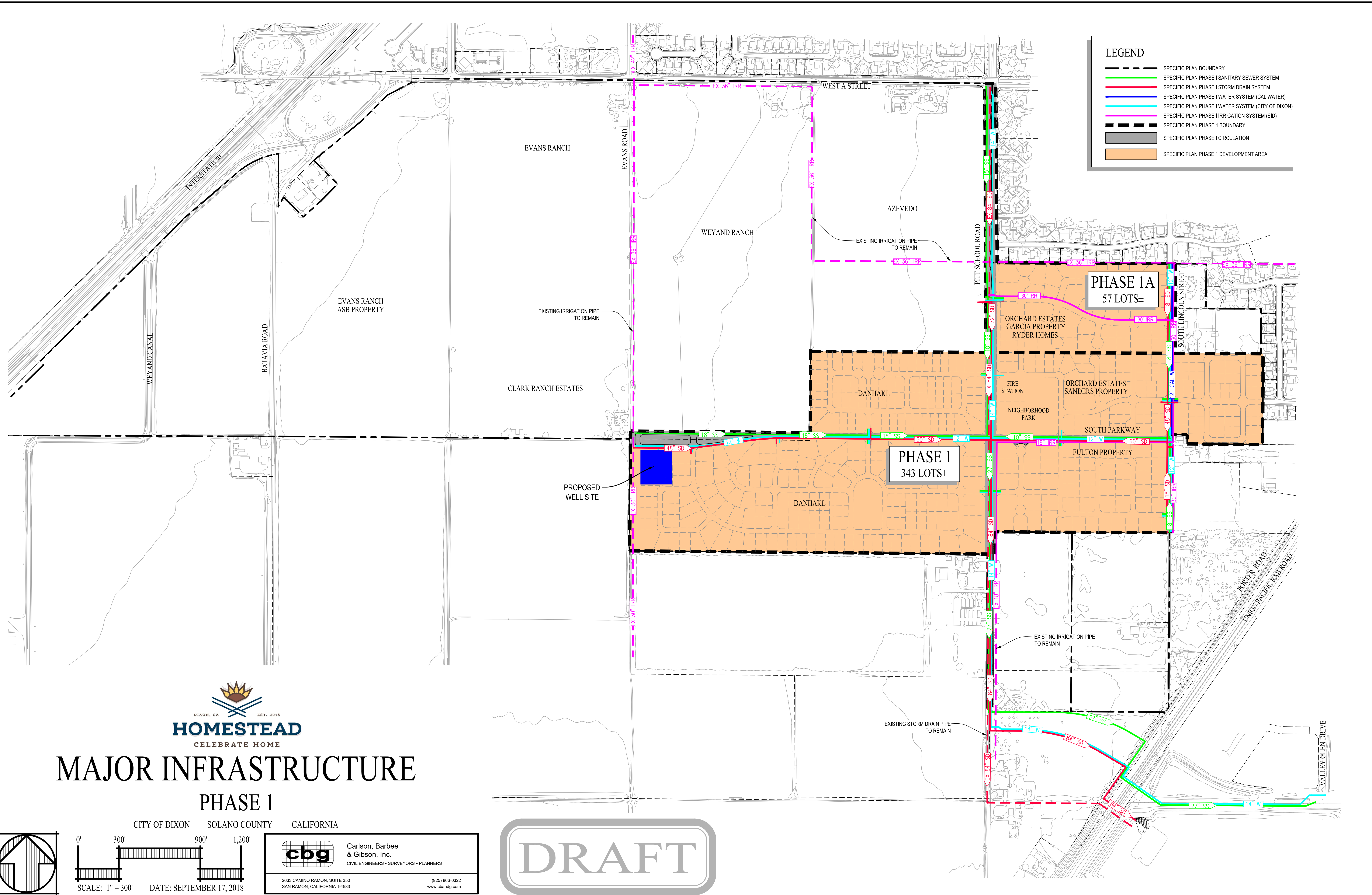
ENGINEER'S PRELIMINARY COST ESTIMATE
PHASE 5 MAJOR INFRASTRUCTURE

September 17, 2018
Job No. 1311-080

SOFT COSTS
HOMESTEAD
DIXON, CALIFORNIA

Item	Description	Quantity	Unit	Unit Price	Amount
PLAN CHECK AND INSPECTION FEES					
1	City of Dixon Plan Check Fee (\$500 + 2% of Construction Costs)	1	LS	\$ 146,000	\$ 146,000
2	City of Dixon Inspection Fee 5% of First \$100,000 4% of \$100,001 to \$500,000 3% of Remainder	1	LS	\$ 224,000	\$ 224,000
3	Solano County Plan Check and Inspection Fee (Budget)	1	LS	\$ 50,000	\$ 50,000
4	SID Plan Check and Inspection Fee (Budget)	1	LS	\$ 75,000	\$ 75,000
Subtotal Plan Check and Inspection					\$ 495,000
MISCELLANEOUS FEES					
5	Bonding Costs (Assume 1% of 50% Construction Costs)	1	LS	\$ 36,000	\$ 36,000
6	RWQCB NOI Fee	1	LS	\$ 3,000	\$ 3,000
Subtotal Miscellaneous Fees					\$ 39,000
CONSULTANTS					
7	Design Consultants (Assume 5% of Construction Costs) Engineering Staking Landscape Architect Dry Utilities Traffic Engineer Noise Consultant Geotechnical Engineer	1	LS	\$ 363,000	\$ 363,000
8	Construction Administration (Assume 2% of Construction Costs)	1	LS	\$ 145,000	\$ 145,000
Subtotal Consultants					\$ 508,000
SUBTOTAL SOFT COSTS					\$ 1,042,000

Exhibits



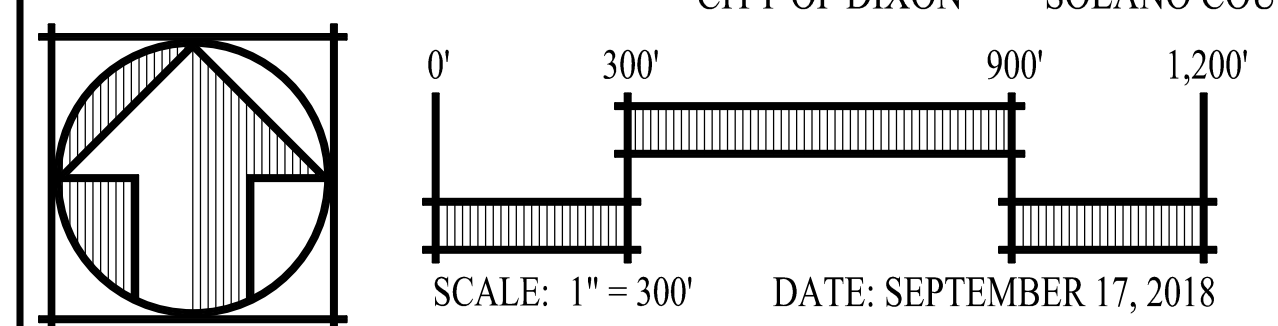
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	SPECIFIC PLAN PHASE I STORM DRAIN SYSTEM
	SPECIFIC PLAN PHASE I WATER SYSTEM (CAL WATER)
	SPECIFIC PLAN PHASE I WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE I IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 1 BOUNDARY
	SPECIFIC PLAN PHASE I CIRCULATION
	SPECIFIC PLAN PHASE 1 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 1

CITY OF DIXON SOLANO COUNTY CALIFORNIA



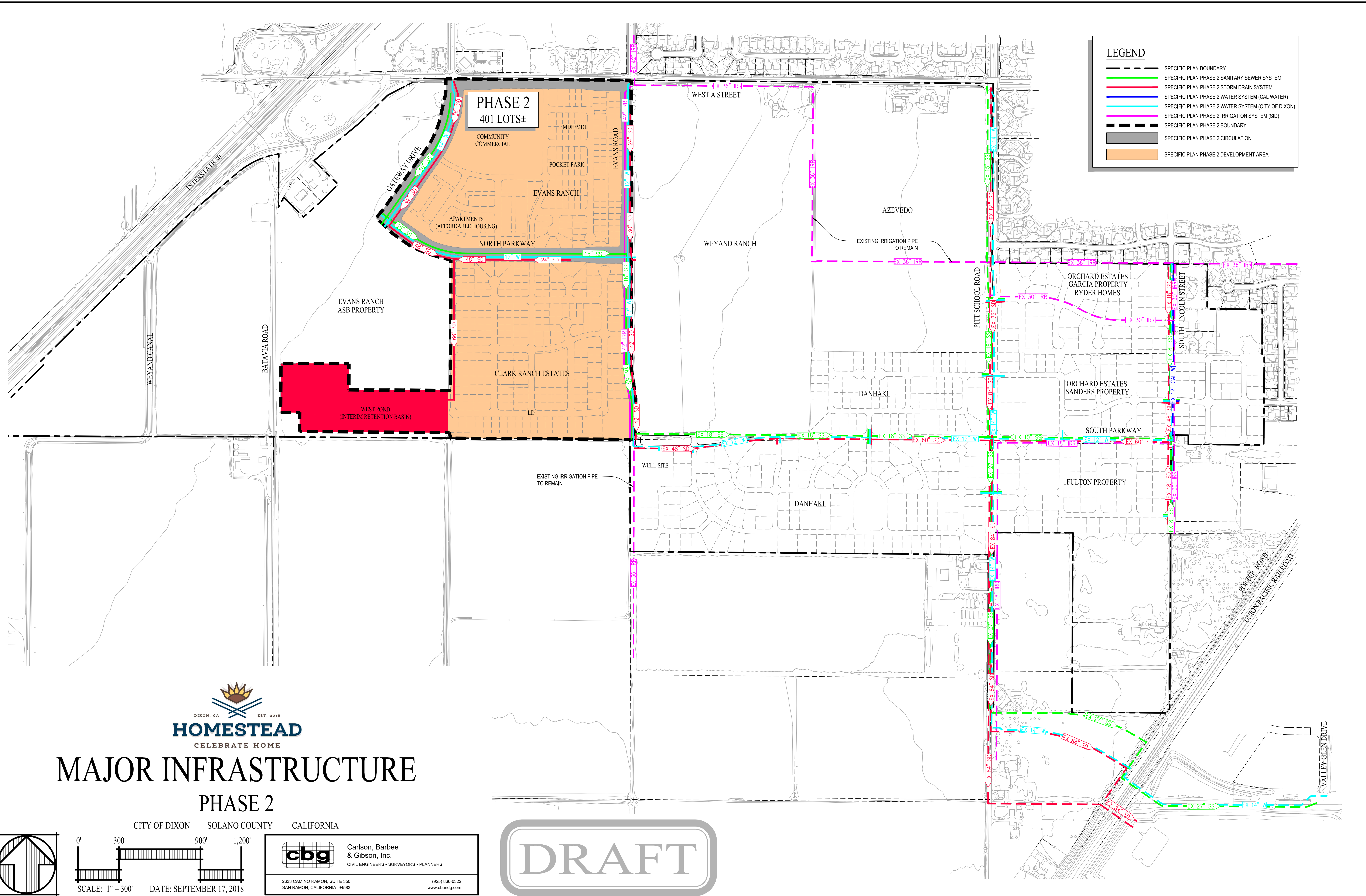
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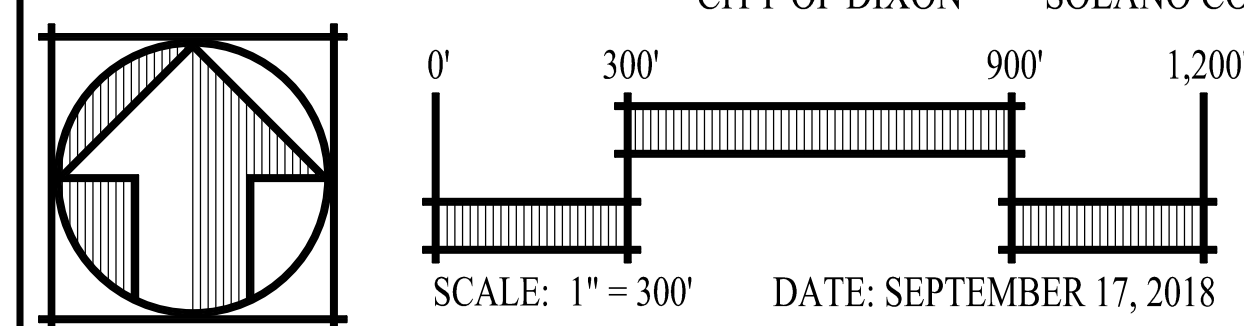
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- SPECIFIC PLAN PHASE 2 STORM DRAIN SYSTEM
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- SPECIFIC PLAN PHASE 2 WATER SYSTEM (CITY OF DIXON)
- SPECIFIC PLAN PHASE 2 IRRIGATION SYSTEM (SID)
- SPECIFIC PLAN PHASE 2 BOUNDARY
- SPECIFIC PLAN PHASE 2 CIRCULATION
- SPECIFIC PLAN PHASE 2 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 2

CITY OF DIXON SOLANO COUNTY CALIFORNIA



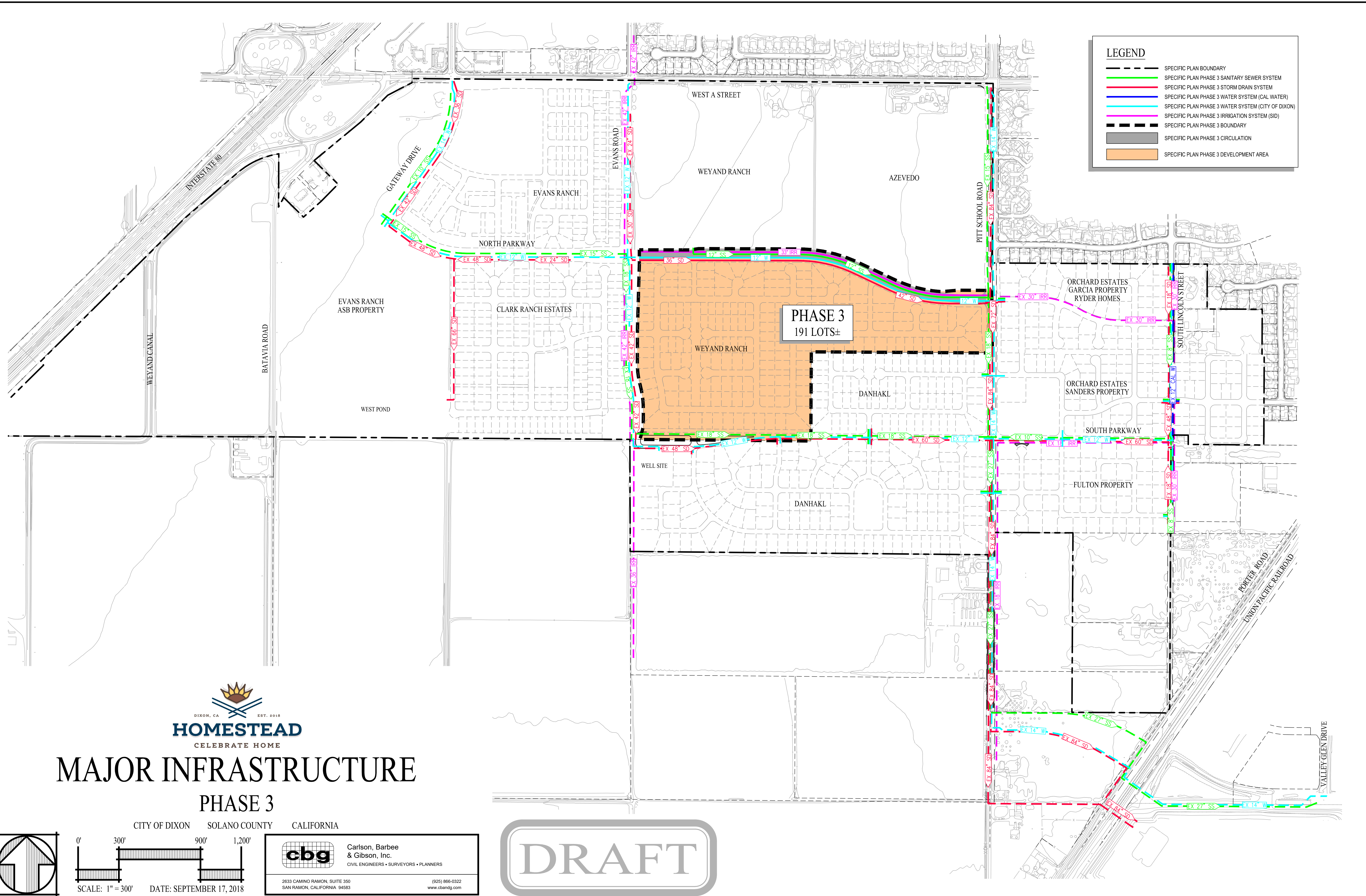
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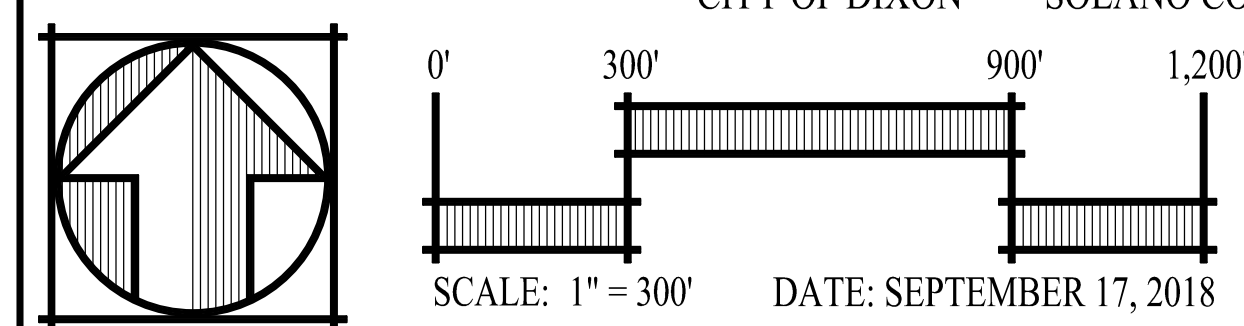
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	SPECIFIC PLAN PHASE 3 WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE 3 IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 3 BOUNDARY
	SPECIFIC PLAN PHASE 3 CIRCULATION
	SPECIFIC PLAN PHASE 3 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 3

CITY OF DIXON SOLANO COUNTY CALIFORNIA



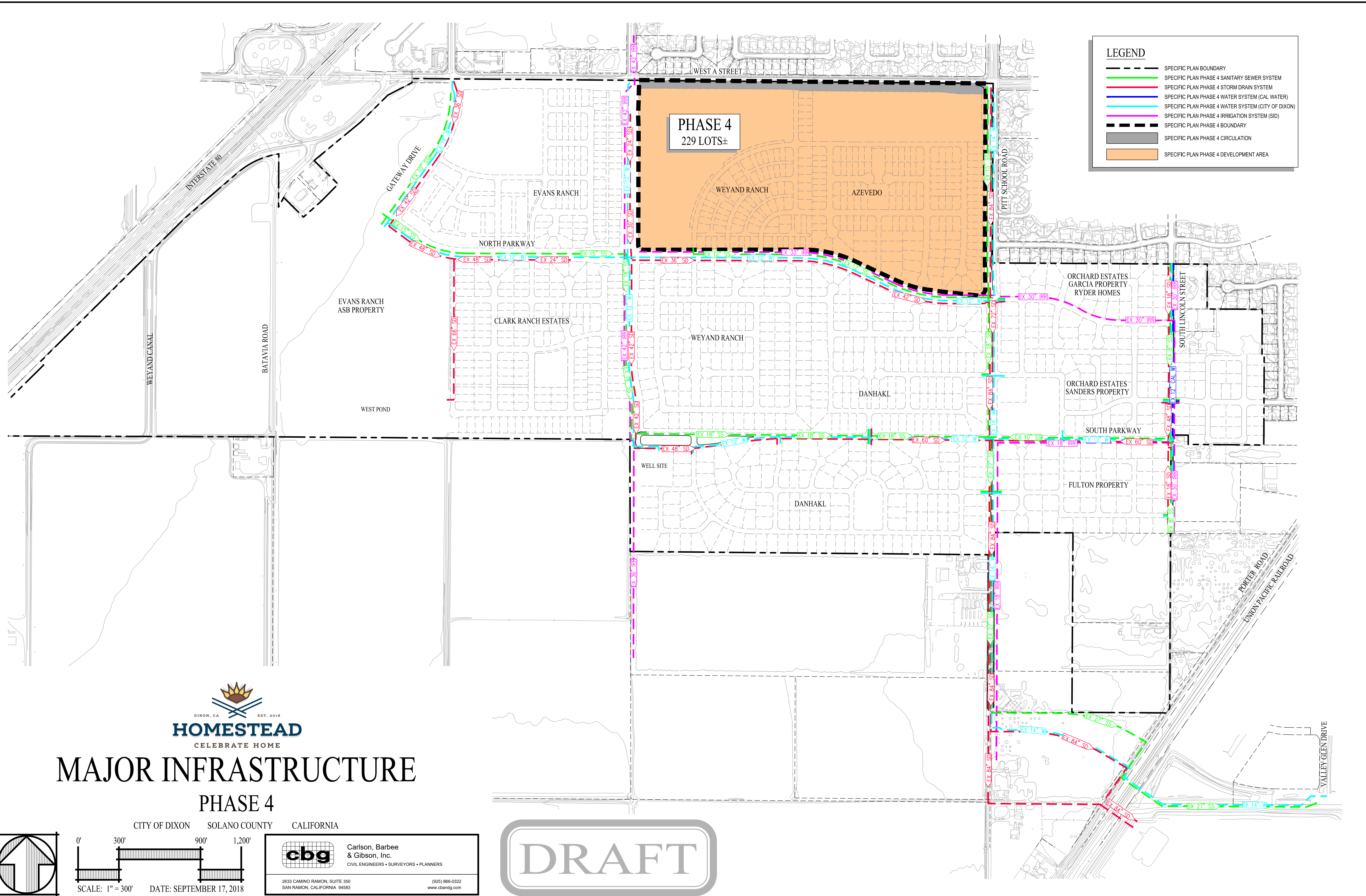
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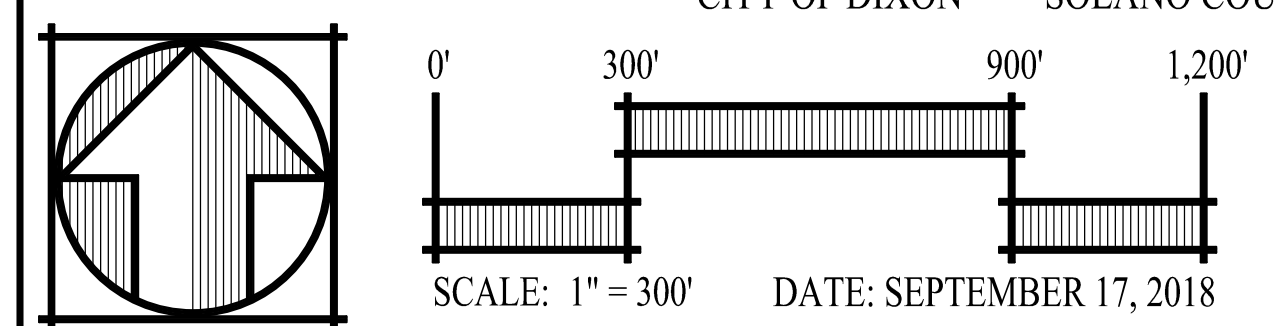
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- SPECIFIC PLAN PHASE 4 WATER SYSTEM (CITY OF DIXON)
- SPECIFIC PLAN PHASE 4 IRRIGATION SYSTEM (SID)
- SPECIFIC PLAN PHASE 4 BOUNDARY
- SPECIFIC PLAN PHASE 4 CIRCULATION
- SPECIFIC PLAN PHASE 4 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 4

CITY OF DIXON SOLANO COUNTY CALIFORNIA



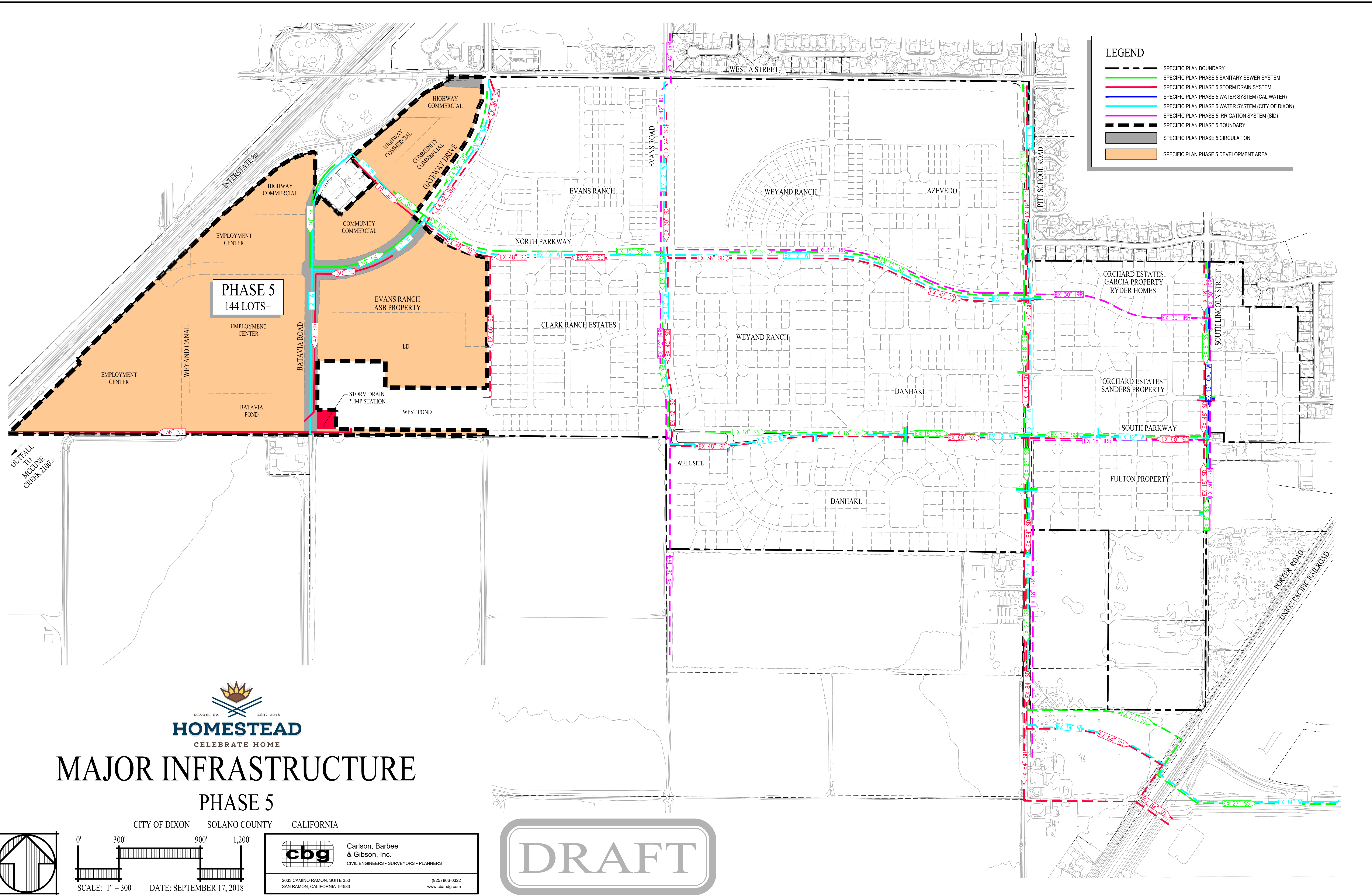
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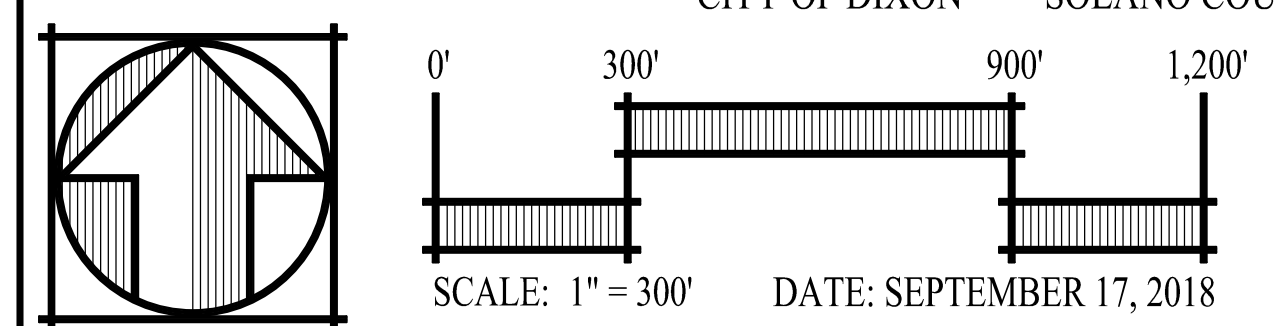
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	SPECIFIC PLAN PHASE 5 WATER SYSTEM (CITY OF DIXON)
	SPECIFIC PLAN PHASE 5 IRRIGATION SYSTEM (SID)
	SPECIFIC PLAN PHASE 5 BOUNDARY
	SPECIFIC PLAN PHASE 5 CIRCULATION
	SPECIFIC PLAN PHASE 5 DEVELOPMENT AREA



MAJOR INFRASTRUCTURE

PHASE 5

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APPENDIX B: Fee Revenue

Table B-1	Estimated Fee Revenue Generated at Buildout (2 pages).....	B-1
Table B-2	Estimated Fee Revenue by Phase: Parks.....	B-3
Table B-3	Estimated Fee Revenue by Phase: Fire	B-4
Table B-4	Estimated Fee Revenue by Phase: Police	B-5
Table B-5	Estimated Fee Revenue by Phase: School	B-6

**Table B-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue Generated at Buildout (2018\$) [1]**

Buildout

Item	Residential				Nonresidential			Total
	Low Density	Medium Density Low	Medium Density High Senior Affordable	Medium Density High Other Affordable	Community Commercial	Highway Commercial	Employment Center (Industrial)	
Assumptions								
Net Acres	234	97	5	5	21	11	42	415
Number of Units	665	568	69	63	-	-	-	1,365
Bldg. Sq. Ft.	-	-	-	-	224,478	185,130	511,830	921,438
<i>Current as of</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>	<i>July-18</i>
Processing Fees								
Building Permit	\$1,804,549	\$1,286,288	\$125,275	\$114,381	\$35,493	\$31,608	\$51,096	\$3,448,690
Technology Fee	\$23,275	\$19,880	\$2,415	\$2,205	\$35	\$35	\$35	\$47,880
General Plan Update	\$453,265	\$314,281	\$29,327	\$26,776	\$44,330	\$36,559	\$75,536	\$980,075
Strong Motion	\$29,462	\$20,428	\$1,906	\$1,740	\$6,206	\$5,118	\$10,575	\$75,437
California Building Standards Commission	\$9,065	\$6,286	\$587	\$536	\$887	\$731	\$1,511	\$19,601
Electrical Permit	\$45,719	\$31,240	\$2,795	\$2,552	\$617	\$509	\$1,408	\$84,839
Plumbing Permit	\$91,438	\$62,480	\$5,175	\$4,725	\$1,235	\$1,018	\$2,815	\$168,885
Mechanical Permit	\$45,719	\$31,240	\$2,795	\$2,552	\$617	\$509	\$1,408	\$84,839
Building Plan Check	\$902,681	\$643,484	\$81,429	\$74,348	\$23,070	\$20,545	\$33,212	\$1,778,770
Energy Plan Check	\$23,275	\$19,880	NA	NA	\$461	\$411	\$664	\$44,692
Fire Plan Check	\$451,137	\$321,572	\$31,319	\$28,595	\$8,873	\$7,902	\$12,774	\$862,172
Measure B Application Fee	\$49,875	\$42,600	\$5,175	\$4,725	\$0	\$0	\$0	\$102,375
Subtotal Processing Fees	\$2,075,036	\$1,470,771	\$157,746	\$144,029	\$86,332	\$73,338	\$139,937	\$4,147,189
City Development Impact Fees								
Transportation	\$378,345	\$323,158	\$31,406	\$28,675	\$256,803	\$211,789	\$152,525	\$1,382,701
Police	\$415,785	\$355,136	\$39,110	\$35,709	\$87,771	\$72,386	\$250,285	\$1,256,182
Fire	\$956,383	\$816,886	\$89,970	\$82,147	\$201,806	\$166,432	\$574,785	\$2,888,410
Administrative Facilities	\$609,207	\$520,345	\$57,293	\$52,311	\$128,177	\$105,709	\$366,470	\$1,839,511
Public Works	\$160,365	\$136,973	\$15,010	\$13,704	\$33,896	\$27,955	\$96,224	\$484,127
Parks	\$5,490,313	\$4,689,470	\$516,324	\$471,426	\$0	\$0	\$0	\$11,167,533
Community Centers	\$1,730,091	\$1,477,732	\$97,948	\$89,430	\$0	\$0	\$0	\$3,395,200
Wastewater	\$8,066,270	\$6,889,687	\$585,979	\$535,024	\$216,400	\$216,400	\$216,400	\$16,726,161
Drainage	\$4,069,647	\$3,476,029	\$194,130	\$177,249	\$1,006,376	\$552,041	\$2,042,063	\$11,517,535
Water Connection Fee	\$3,937,851	\$3,363,457	\$408,589	\$373,060	\$45,642	\$45,642	\$45,642	\$8,219,882
Railroad Grade Separation Fee	\$3,082,940	\$2,633,248	\$0	\$0	\$98,770	\$81,457	\$225,205	\$6,121,621
Subtotal City Development Fees	\$28,897,196	\$24,682,122	\$2,035,758	\$1,858,736	\$2,075,641	\$1,479,810	\$3,969,600	\$64,998,862

B-1

**Table B-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue Generated at Buildout (2018\$) [1]**

Buildout

Item	Residential				Nonresidential			Total
	Low Density	Medium Density Low	Medium Density High Senior Affordable	Medium Density High Other Affordable	Community Commercial	Highway Commercial	Employment Center (Industrial)	
Other Agency Fees								
Dixon Unified School District Fee	\$5,320,000	\$3,635,200	\$52,785	\$302,400	\$114,484	\$94,416	\$261,033	\$9,780,318
Solano Public Facilities Fee	\$5,530,652	\$4,723,925	\$304,152	\$399,798	\$207,867	\$171,430	\$331,666	\$11,669,490
Subtotal Other Agency Fees	\$10,850,652	\$8,359,125	\$356,937	\$702,198	\$322,350.66	\$265,846.68	\$592,699.14	\$21,449,809
Subtotal Fees	\$41,822,884	\$34,512,018	\$2,550,441	\$2,704,962	\$2,484,324	\$1,818,995	\$4,702,236	\$90,595,860
Southwest Dixon Impact Fee [2]	\$17,724,049	\$11,427,020	\$1,004,564	\$917,211	\$10,126,421	\$6,440,998	\$9,570,397	\$57,210,661
Southwest Dixon Impact Fee Admin. [2]	\$531,721	\$342,811	\$30,137	\$27,516	\$303,793	\$193,230	\$287,112	\$1,716,320
Total Fees	\$60,078,655	\$46,281,849	\$3,585,142	\$3,649,689	\$12,914,538	\$8,453,224	\$14,559,745	\$149,522,841

fee rev

Source: City of Dixon; Solano County; Dixon USD; Carlson, Barbee & Gibson, Inc. (September 17, 2018); Goodwin Consulting Group, Inc.; EPS.

[1] Includes non participating land uses.

[2] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

B-2

Table B-2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue by Phase: Parks

Parks

Item	Park Fee	Phase 1		Phase 1A		Phase 1B		Phase 2		Phase 3		Phase 4		Phase 5		Buildout	
		Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Residential	<u>per unit</u>																
Low Density	\$8,256	343	\$2,831,846	60	\$495,367	51	\$421,062	80	\$660,489	83	\$685,257	19	\$156,866	29	\$239,427	665	\$5,490,313
Medium Density Low	\$8,256	0	\$0	0	\$0	0	\$0	189	\$1,560,405	90	\$743,050	212	\$1,750,295	77	\$635,720	568	\$4,689,470
Medium Density High (Senior Affordable)	\$7,483	0	\$0	0	\$0	0	\$0	69	\$516,324	0	\$0	0	\$0	0	\$0	69	\$516,324
Medium Density High (Other Affordable)	\$7,483	0	\$0	0	\$0	0	\$0	63	\$471,426	0	\$0	0	\$0	0	\$0	63	\$471,426
Subtotal Residential		343	\$2,831,846	60	\$495,367	51	\$421,062	401	\$3,208,643	173	\$1,428,307	231	\$1,907,161	106	\$875,148	1,365	\$11,167,533
Nonresidential	<u>per sq. ft.</u>																
Community Commercial	\$0.00	0	\$0	0	\$0	0	\$0	85,000	\$0	0	\$0	0	\$0	139,478	\$0	224,478	\$0
Highway Commercial	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	185,130	\$0	185,130	\$0
Employment Center (Industrial)	\$0.00	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	511,830	\$0	511,830	\$0
Subtotal Nonresidential		0	\$0	0	\$0	0	\$0	85,000	\$0	0	\$0	0	\$0	836,438	\$0	921,438	\$0
Total			\$2,831,846		\$495,367		\$421,062		\$3,208,643		\$1,428,307		\$1,907,161		\$875,148		\$11,167,533

Source: City of Dixon; EPS.

park rev

Table B-3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue by Phase: Fire

Fire

Item	Fire Fee	Phase 1		Phase 1A		Phase 1B		Phase 2		Phase 3		Phase 4		Phase 5		Buildout	
		Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Residential	<u>per unit</u>																
Low Density	\$1,438	343	\$493,292	60	\$86,290	51	\$73,347	80	\$115,054	83	\$119,368	19	\$27,325	29	\$41,707	665	\$956,383
Medium Density Low	\$1,438	0	\$0	0	\$0	0	\$0	189	\$271,816	90	\$129,436	212	\$304,894	77	\$110,740	568	\$816,886
Medium Density High (Senior Affordable)	\$1,304	0	\$0	0	\$0	0	\$0	69	\$89,970	0	\$0	0	\$0	0	\$0	69	\$89,970
Medium Density High (Other Affordable)	\$1,304	0	\$0	0	\$0	0	\$0	63	\$82,147	0	\$0	0	\$0	0	\$0	63	\$82,147
Subtotal Residential		343	\$493,292	60	\$86,290	51	\$73,347	401	\$558,987	173	\$248,804	231	\$332,219	106	\$152,447	1,365	\$1,945,387
Nonresidential	<u>per sq. ft.</u>																
Community Commercial	\$0.90	0	\$0	0	\$0	0	\$0	85,000	\$76,415	0	\$0	0	\$0	139,478	\$125,391	224,478	\$201,806
Highway Commercial	\$0.90	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	185,130	\$166,432	185,130	\$166,432
Employment Center (Industrial)	\$1.12	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	511,830	\$574,785	511,830	\$574,785
Subtotal Nonresidential		0	\$0	0	\$0	0	\$0	85,000	\$76,415	0	\$0	0	\$0	139,478	\$125,391	921,438	\$201,806
Total			\$493,292		\$86,290		\$73,347		\$635,402		\$248,804		\$332,219		\$1,019,055		\$2,888,410

Source: City of Dixon; EPS.

fire rev

Table B-4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue by Phase: Police

Police

Item	Police Fee	Phase 1		Phase 1A		Phase 1B		Phase 2		Phase 3		Phase 4		Phase 5		Buildout	
		Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Residential	<u>per unit</u>																
Low Density	\$625	343	\$214,457	60	\$37,514	51	\$31,887	80	\$50,019	83	\$51,895	19	\$11,880	29	\$18,132	665	\$415,785
Medium Density Low	\$625	0	\$0	0	\$0	0	\$0	189	\$118,170	90	\$56,272	212	\$132,551	77	\$48,143	568	\$355,136
Medium Density High (Senior Affordable)	\$567	0	\$0	0	\$0	0	\$0	69	\$39,110	0	\$0	0	\$0	0	\$0	69	\$39,110
Medium Density High (Other Affordable)	\$567	0	\$0	0	\$0	0	\$0	63	\$35,709	0	\$0	0	\$0	0	\$0	63	\$35,709
Subtotal Residential		343	\$214,457	60	\$37,514	51	\$31,887	401	\$243,008	173	\$108,167	231	\$144,430	106	\$66,275	1,365	\$845,740
Nonresidential	<u>per sq. ft.</u>																
Community Commercial	\$0.39	0	\$0	0	\$0	0	\$0	85,000	\$33,235	0	\$0	0	\$0	139,478	\$54,536	224,478	\$87,771
Highway Commercial	\$0.39	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	185,130	\$72,386	185,130	\$72,386
Employment Center (Industrial)	\$0.49	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	511,830	\$250,285	511,830	\$250,285
Subtotal Nonresidential		0	\$0	0	\$0	0	\$0	85,000	\$33,235	0	\$0	0	\$0	139,478	\$54,536	921,438	\$87,771
Total			\$214,457		\$37,514		\$31,887		\$276,243		\$108,167		\$144,430		\$443,482		\$1,256,182

police rev

Source: City of Dixon; EPS.

Table B-5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Fee Revenue by Phase: School

School

Item	School Fee	Phase 1		Phase 1A		Phase 1B		Phase 2		Phase 3		Phase 4		Phase 5		Buildout	
		Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount	Units	Amount
Residential	<u>per unit</u>																
Low Density	\$8,000	343	\$2,744,000	60	\$480,000	51	\$408,000	80	\$640,000	83	\$664,000	19	\$152,000	29	\$232,000	665	\$5,320,000
Medium Density Low	\$6,400	0	\$0	0	\$0	0	\$0	189	\$1,209,600	90	\$576,000	212	\$1,356,800	77	\$492,800	568	\$3,635,200
Medium Density High (Senior Affordable)	\$765	0	\$0	0	\$0	0	\$0	69	\$52,785	0	\$0	0	\$0	0	\$0	69	\$52,785
Medium Density High (Other Affordable)	\$4,800	0	\$0	0	\$0	0	\$0	63	\$302,400	0	\$0	0	\$0	0	\$0	63	\$302,400
Subtotal Residential		343	\$2,744,000	60	\$480,000	51	\$408,000	401	\$2,204,785	173	\$1,240,000	231	\$1,508,800	106	\$724,800	1,365	\$9,310,385
Nonresidential	<u>per sq. ft.</u>																
Community Commercial	\$0.51	0	\$0	0	\$0	0	\$0	85,000	\$43,350	0	\$0	0	\$0	139,478	\$71,134	224,478	\$114,484
Highway Commercial	\$0.51	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	185,130	\$94,416	185,130	\$94,416
Employment Center (Industrial)	\$0.51	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	511,830	\$261,033	511,830	\$261,033
Subtotal Nonresidential		0	\$0	0	\$0	0	\$0	85,000	\$43,350	0	\$0	0	\$0	139,478	\$71,134	921,438	\$114,484
Total			\$2,744,000		\$480,000		\$408,000		\$2,248,135		\$1,240,000		\$1,508,800		\$1,151,383		\$9,780,318

school rev

Source: Dixon Unified School District; EPS.



APPENDIX C: Cost Allocation

Table C-1	Summary of Preliminary Southwest Dixon Impact Fee Program at Buildout	C-1
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Table C-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Summary of Preliminary Southwest Dixon Impact Fee Program at Buildout (2018\$)

Item	Reference	Total Revenue	Residential				Nonresidential		
			Low Density	Medium Density Low	Medium Density High Senior Affordable [1]	Medium Density High Other Affordable [1]	Community Commercial	Highway Commercial	Employment Center (Industrial)
Backbone Infrastructure					----- <i>per unit</i> -----			----- <i>per sq. ft.</i> -----	
Backbone Roadways	Table C-2	\$33,312,000	\$9,113	\$9,113	\$7,290	\$7,290	\$39.09	\$30.62	\$13.03
Water	Table C-3	\$959,581	\$662	\$656	\$285	\$285	\$0.12	\$0.08	\$0.13
Sewer	Table C-4	\$4,539,080	\$3,134	\$3,102	\$1,347	\$1,347	\$0.59	\$0.39	\$0.61
Drainage	Table C-5	\$11,402,000	\$8,401	\$4,086	\$2,475	\$2,475	\$3.94	\$2.62	\$3.51
Irrigation	Table C-6	\$1,903,000	\$1,453	\$860	\$860	\$860	\$0.37	\$0.29	\$0.39
Landscape (Roadway)	Table C-7	\$5,095,000	\$3,890	\$2,302	\$2,302	\$2,302	\$0.99	\$0.78	\$1.04
Subtotal Backbone Infrastructure		\$57,210,661	\$26,653	\$20,118	\$14,559	\$14,559	\$45.11	\$34.79	\$18.70
Public Facilities									
Parks		-	-	-	-	-	-	-	-
Fire Facilities		-	-	-	-	-	-	-	-
Police Facilities		-	-	-	-	-	-	-	-
Schools		-	-	-	-	-	-	-	-
Subtotal Public Facilities		\$0	\$0	\$0	\$0	\$0	\$0.00	\$0.00	\$0.00
Subtotal Improvements		\$57,210,661	\$26,653	\$20,118	\$14,559	\$14,559	\$45.11	\$34.79	\$18.70
Impact Fee Program Administration (3%)		\$1,716,320	\$800	\$604	\$437	\$437	\$1.35	\$1.04	\$0.56
Total Improvements		\$58,926,981	\$27,452	\$20,722	\$14,996	\$14,996	\$46.46	\$35.84	\$19.26

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

sfd

[1] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

Table C-2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Roadways (2018\$)

Roadways

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Roadways Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per unit</i>				<i>per unit</i>	
Low Density	234.0	665	1.00	665	18.2%	\$6,059,933	\$9,113	\$25,898
Medium Density Low	97.2	568	1.00	568	15.5%	\$5,176,003	\$9,113	\$53,251
Medium Density High (Senior Affordable)	5.1	69	0.80	55	1.5%	\$503,020	\$7,290	\$98,455
Medium Density High (Other Affordable)	4.7	63	0.80	50	1.4%	\$459,279	\$7,290	\$98,455
Subtotal Residential	341.0	1,365		1,339	36.6%	\$12,198,235		
Nonresidential		<i>sq. ft.</i>	<i>per 1,000 sq. ft.</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	4.29	963	26.3%	\$8,775,616	\$39.09	\$426,001
Highway Commercial	11.3	185,130	3.36	622	17.0%	\$5,668,423	\$30.62	\$501,630
Employment Center (Industrial)	41.8	511,830	1.43	732	20.0%	\$6,669,726	\$13.03	\$159,563
Subtotal Nonresidential	73.7	921,438		2,317	63.4%	\$21,113,765		
Total	414.7			3,656	100.0%	\$33,312,000		

road alloc

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

[1] Based on DUE factors used in the Draft Southwest Dixon Specific Plan Financing Plan, prepared by EPS (August 23, 2005).

C-2

Table C-3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Water (2018\$)

Water

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Water Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per unit</i>				<i>per unit</i>	
Low Density	234.0	665	1.00	665	45.9%	\$440,527	\$662	\$1,883
Medium Density Low	97.2	568	0.99	562	38.8%	\$372,507	\$656	\$3,832
Medium Density High (Senior Affordable)	5.1	69	0.43	30	2.0%	\$19,655	\$285	\$3,847
Medium Density High (Other Affordable)	4.7	63	0.43	27	1.9%	\$17,946	\$285	\$3,847
Subtotal Residential	341.0	1,365		1,284	88.6%	\$850,635		
Nonresidential		<i>sq. ft.</i>	<i>per acre</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	2.05	42	2.9%	\$27,975	\$0.12	\$1,358
Highway Commercial	11.3	185,130	2.05	23	1.6%	\$15,346	\$0.08	\$1,358
Employment Center (Industrial)	41.8	511,830	2.37	99	6.8%	\$65,626	\$0.13	\$1,570
Subtotal Nonresidential	73.7	921,438		164	11.4%	\$108,947		
Total	414.7			1,449	100.0%	\$959,581		

water alloc

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

[1] Based on City's Current Water Development Impact Fee Study, dated May 30, 2018.

C-3

Table C-4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Sewer (2018\$)

Sewer

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Sewer Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per unit</i>				<i>per unit</i>	
Low Density	234.0	665	1.00	665	45.9%	\$2,083,813	\$3,134	\$8,906
Medium Density Low	97.2	568	0.99	562	38.8%	\$1,762,060	\$3,102	\$18,128
Medium Density High (Senior Affordable)	5.1	69	0.43	30	2.0%	\$92,973	\$1,347	\$18,197
Medium Density High (Other Affordable)	4.7	63	0.43	27	1.9%	\$84,888	\$1,347	\$18,197
Subtotal Residential	341.0	1,365		1,284	88.6%	\$4,023,733		
Nonresidential		<i>sq. ft.</i>	<i>per acre</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	2.05	42	2.9%	\$132,330	\$0.59	\$6,424
Highway Commercial	11.3	185,130	2.05	23	1.6%	\$72,589	\$0.39	\$6,424
Employment Center (Industrial)	41.8	511,830	2.37	99	6.8%	\$310,429	\$0.61	\$7,427
Subtotal Nonresidential	73.7	921,438		164	11.4%	\$515,347		
Total	414.7			1,449	100.0%	\$4,539,080		

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

sewer alloc

[1] Per Goodwin Consulting, the sewer DUEs are the same as the DUEs used for the Water Development Impact Fee update.

C-4

**Table C-5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Drainage (2018\$)**

Drainage

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Drainage Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per acre</i>				<i>per unit</i>	
Low Density	234.0	665	1.00	234	49.0%	\$5,586,944	\$8,401	\$23,877
Medium Density Low	97.2	568	1.00	97	20.4%	\$2,320,830	\$4,086	\$23,877
Medium Density High (Senior Affordable)	5.1	69	1.40	7	1.5%	\$170,787	\$2,475	\$33,428
Medium Density High (Other Affordable)	4.7	63	1.40	7	1.4%	\$155,936	\$2,475	\$33,428
Subtotal Residential	341.0	1,365		345	72.2%	\$8,234,497		
Nonresidential		<i>sq. ft.</i>	<i>per acre</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	1.80	37	7.8%	\$885,354	\$3.94	\$42,978
Highway Commercial	11.3	185,130	1.80	20	4.3%	\$485,655	\$2.62	\$42,978
Employment Center (Industrial)	41.8	511,830	1.80	75	15.8%	\$1,796,494	\$3.51	\$42,978
Subtotal Nonresidential	73.7	921,438		133	27.8%	\$3,167,503		
Total	414.7			478	100.0%	\$11,402,000		

drain alloc

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

[1] DUE factors provided by Goodwin Consulting (March 14, 2019).

**Table C-6
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Irrigation (2018\$)**

Irrigation

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Irrigation Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per unit</i>				<i>per unit</i>	
Low Density	234.0	665	1.69	1,124	50.8%	\$966,139	\$1,453	\$4,129
Medium Density Low	97.2	568	1.00	568	25.7%	\$488,292	\$860	\$5,024
Medium Density High (Senior Affordable)	5.1	69	1.00	69	3.1%	\$59,317	\$860	\$11,610
Medium Density High (Other Affordable)	4.7	63	1.00	63	2.8%	\$54,159	\$860	\$11,610
Subtotal Residential	341.0	1,365		1,824	82.4%	\$1,567,907		
Nonresidential		<i>sq. ft.</i>	<i>per 1,000 sq. ft.</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	0.43	97	4.4%	\$82,980	\$0.37	\$4,028
Highway Commercial	11.3	185,130	0.34	63	2.8%	\$54,111	\$0.29	\$4,789
Employment Center (Industrial)	41.8	511,830	0.45	230	10.4%	\$198,002	\$0.39	\$4,737
Subtotal Nonresidential	73.7	921,438		390	17.6%	\$335,093		
Total	414.7			2,214	100.0%	\$1,903,000		

ir alloc

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

[1] Based on DUE factors used in the Draft Southwest Dixon Specific Plan Financing Plan, prepared by EPS (August 23, 2005).

C-6

Table C-7
Southwest Dixon Specific Plan Public Facilities Financing Plan
Cost Allocation - Landscape - Roadway (2018\$)

Landscape (Roadway)

Item	Land Uses at Buildout		Cost Allocation Basis [1]			Landscape Cost Allocation		
	Acres	Units/ Sq. Ft.	DUE Factor	Total DUEs	% Distribution for Cost Assignment	Total Cost	Per Unit/ Sq. Ft.	Per Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = C * B</i>	<i>E = D / total DUEs</i>	<i>F = E x total cost</i>	<i>G = F / B</i>	<i>H = F / A</i>
Residential		<i>units</i>	<i>per unit</i>				<i>per unit</i>	
Low Density	234.0	665	1.69	1,124	50.8%	\$2,586,693	\$3,890	\$11,055
Medium Density Low	97.2	568	1.00	568	25.7%	\$1,307,329	\$2,302	\$13,450
Medium Density High (Senior Affordable)	5.1	69	1.00	69	3.1%	\$158,813	\$2,302	\$31,084
Medium Density High (Other Affordable)	4.7	63	1.00	63	2.8%	\$145,003	\$2,302	\$31,084
Subtotal Residential	341.0	1,365		1,824	82.4%	\$4,197,838		
Nonresidential		<i>sq. ft.</i>	<i>per 1,000 sq. ft.</i>				<i>per sq. ft.</i>	
Community Commercial	20.6	224,478	0.43	97	4.4%	\$222,167	\$0.99	\$10,785
Highway Commercial	11.3	185,130	0.34	63	2.8%	\$144,875	\$0.78	\$12,821
Employment Center (Industrial)	41.8	511,830	0.45	230	10.4%	\$530,121	\$1.04	\$12,682
Subtotal Nonresidential	73.7	921,438		390	17.6%	\$897,162		
Total	414.7			2,214	100.0%	\$5,095,000		

land alloc

Source: Carlson, Barbee & Gibson, Inc. (September 17, 2018); EPS.

[1] Based on DUE factors used in the Draft Southwest Dixon Specific Plan Financing Plan, prepared by EPS (August 23, 2005).

C-7



APPENDIX D:

Maximum Special Tax and Bond Proceeds

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Table D-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Maximum Annual Special Tax for Infrastructure CFD Revenue by Phase (2018\$)

Taxable Land Use Category	Preliminary Tax Rate [1]	Phase 1		Phase 1A		Phase 1B		Phase 2	
		Phase 1 Units/ Acres	Preliminary Maximum Annual Special Tax	Phase 1A Units/ Acres	Preliminary Maximum Annual Special Tax	Phase 1A Units/ Acres	Preliminary Maximum Annual Special Tax	Phase 2 Units/ Acres	Preliminary Maximum Annual Special Tax
Residential	<i>per unit</i>								
Low Density	\$2,700	343	\$926,100	60	\$162,000	51	\$137,700	80	\$216,000
Medium Density Low	\$2,300	0	\$0	0	\$0	0	\$0	189	\$434,700
Medium Density High (Senior Affordable) [1]	NA	0	\$0	0	\$0	0	\$0	69	\$0
Medium Density High (Other Affordable) [1]	NA	0	\$0	0	\$0	0	\$0	63	\$0
Total Residential		343	\$926,100	60	\$162,000	51	\$137,700	401	\$650,700
Nonresidential	<i>per acre</i>								
Community Commercial	\$5,000	0.0	\$0	0.0	\$0	0.0	\$0	9.7	\$48,500
Highway Commercial	\$5,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Employment Center (Industrial)	\$5,000	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0
Subtotal Nonresidential		0.0	\$0	0.0	\$0	0.0	\$0	9.7	\$48,500
Total			\$926,100		\$162,000		\$137,700		\$699,200

Source: EPS.

[1] Affordable units are tax-exempt.

D-1

Table D-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Maximum Annual Special Tax for Infrastructure CFD Revenue by Phase (2018\$)

Taxable Land Use Category	Preliminary Tax Rate [1]	Phase 3		Phase 4		Phase 5		Buildout	
		Phase 3 Units/ Acres	Preliminary Maximum Annual Special Tax	Phase 4 Units/ Acres	Preliminary Maximum Annual Special Tax	Phase 5 Units/ Acres	Preliminary Maximum Annual Special Tax	Buildout Units/ Acres	Preliminary Maximum Annual Special Tax
Residential	<i>per unit</i>								
Low Density	\$2,700	83	\$224,100	19	\$51,300	29	\$78,300	665	\$1,795,500
Medium Density Low	\$2,300	90	\$207,000	212	\$487,600	77	\$177,100	568	\$1,306,400
Medium Density High (Senior Affordable) [1]	NA	0	\$0	0	\$0	0	\$0	69	\$0
Medium Density High (Other Affordable) [1]	NA	0	\$0	0	\$0	0	\$0	63	\$0
Total Residential		173	\$431,100	231	\$538,900	106	\$255,400	1,365	\$3,101,900
Nonresidential	<i>per acre</i>								
Commercial	\$5,000	0.0	\$0	0.0	\$0	10.9	\$54,500	20.6	\$103,000
Commercial	\$5,000	0.0	\$0	0.0	\$0	11.3	\$56,500	11.3	\$56,500
Employment Center (Industrial)	\$5,000	0.0	\$0	0.0	\$0	41.8	\$209,000	41.8	\$209,000
Subtotal Nonresidential		0.0	\$0	0.0	\$0	64.0	\$320,000	73.7	\$368,500
Total			\$431,100		\$538,900		\$575,400		\$3,470,400

max tax

Source: EPS.

[1] Affordable units are tax-exempt.

D-2

Table D-2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 1

Phase 1

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	343	\$2,700	\$926,100	100.0%	\$13,320,000	\$38,834	\$11,055,000	\$32,230
Medium Density Low (MDL)	0	\$2,300	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Total Residential	343		\$926,100	100.0%	\$13,320,000		\$11,055,000	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	0.0		\$0	0.0%	\$0		\$0	
Total			\$926,100	100.0%	\$13,320,000		\$11,055,000	

Source: EPS.

p1 bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

Table D-3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 1A

Phase 1A

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	60	\$2,700	\$162,000	100.0%	\$2,400,000	\$40,000	\$1,996,000	\$33,267
Medium Density Low (MDL)	0	\$2,300	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Total Residential	60		\$162,000	100.0%	\$2,400,000		\$1,996,000	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	0.0		\$0	0.0%	\$0		\$0	
Total			\$162,000	100.0%	\$2,400,000		\$1,996,000	

p1A bond

Source: EPS.

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

D-4

Table D-4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 1B

Phase 1B

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	51	\$2,700	\$137,700	100.0%	\$2,040,000	\$40,000	\$1,696,000	\$33,255
Medium Density Low (MDL)	0	\$2,300	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Total Residential	51		\$137,700	100.0%	\$2,040,000		\$1,696,000	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	0.0		\$0	0.0%	\$0		\$0	
Total			\$137,700	100.0%	\$2,040,000		\$1,696,000	

p1B bond

Source: EPS.

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

D-5

Table D-5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 2

Phase 2

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	80	\$2,700	\$216,000	30.9%	\$3,113,959	\$38,924	\$2,582,918	\$32,286
Medium Density Low (MDL)	189	\$2,300	\$434,700	62.2%	\$6,266,842	\$33,158	\$5,198,122	\$27,503
Medium Density High - MDH (Senior Affordable) [2]	69	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Other Affordable) [2]	63	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Total Residential	401		\$650,700	93.1%	\$9,380,801		\$7,781,039	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	9.7	\$5,000	\$48,500	6.9%	\$699,199	\$72,082	\$579,961	\$59,790
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	9.7		\$48,500	6.9%	\$699,199		\$579,961	
Total			\$699,200	100.0%	\$10,080,000		\$8,361,000	

Source: EPS.

p2 bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

Table D-6
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 3

Phase 3

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	83	\$2,700	\$224,100	52.0%	\$3,306,138	\$39,833	\$2,744,718	\$33,069
Medium Density Low (MDL)	90	\$2,300	\$207,000	48.0%	\$3,053,862	\$33,932	\$2,535,282	\$28,170
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Total Residential	173		\$431,100	100.0%	\$6,360,000		\$5,280,000	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	0.0		\$0	0.0%	\$0		\$0	
Total			\$431,100	100.0%	\$6,360,000		\$5,280,000	

Source: EPS.

p3 bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

D-7

Table D-7
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 4

Phase 4

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	19	\$2,700	\$51,300	9.5%	\$742,513	\$39,080	\$616,095	\$32,426
Medium Density Low (MDL)	212	\$2,300	\$487,600	90.5%	\$7,057,487	\$33,290	\$5,855,905	\$27,622
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Total Residential	231		\$538,900	100.0%	\$7,800,000		\$6,472,000	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Highway Commercial	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Employment Center (Industrial)	0.0	\$5,000	\$0	0.0%	\$0	\$0	\$0	\$0
Total Nonresidential	0.0		\$0	0.0%	\$0		\$0	
Total			\$538,900	100.0%	\$7,800,000		\$6,472,000	

Source: EPS.

p4 bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

Table D-8
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Phase 5

Phase 5

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	29	\$2,700	\$78,300	13.6%	\$1,126,736	\$38,853	\$934,728	\$32,232
Medium Density Low (MDL)	77	\$2,300	\$177,100	30.8%	\$2,548,467	\$33,097	\$2,114,181	\$27,457
Medium Density High - MDH (Senior Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Medium Density High - MDH (Other Affordable) [2]	0	\$0	\$0	0.0%	\$0	-	\$0	-
Total Residential	106		\$255,400	44.4%	\$3,675,203		\$3,048,910	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	10.9	\$5,000	\$54,500	9.5%	\$784,254	\$71,950	\$650,609	\$59,689
Highway Commercial	11.3	\$5,000	\$56,500	9.8%	\$813,034	\$71,950	\$674,485	\$59,689
Employment Center (Industrial)	41.8	\$5,000	\$209,000	36.3%	\$3,007,508	\$71,950	\$2,494,997	\$59,689
Total Nonresidential	64.0		\$320,000	55.6%	\$4,604,797		\$3,820,090	
Total			\$575,400	100.0%	\$8,280,000		\$6,869,000	

Source: EPS.

p5 bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

**Table D-9
Southwest Dixon Specific Plan Public Facilities Financing Plan
Estimated Bond Proceeds per Unit (2018\$): Buildout**

BUILDOUT

Item	Units/ Acres	Prelim. Max. Special Tax Rate	Maximum Special Tax		Bond Size [1]		Bond Proceeds	
			Amount	% of Total	Amount	Per Unit/ Acre	Amount	Per Unit/ Acre
<i>Formula</i>	<i>A</i>	<i>B</i>	<i>C = A * B</i>	<i>D = C / Total Max Tax</i>	<i>E = D x total bond</i>	<i>F = E / A</i>	<i>G = D x bond proceeds</i>	<i>H = G / A</i>
Residential		<i>Per Unit</i>				<i>Per Unit</i>		<i>Per Unit</i>
Low Density (LD)	665	\$2,700	\$1,795,500	51.7%	\$26,013,641	\$39,118	\$21,589,563	\$32,466
Medium Density Low (MDL)	568	\$2,300	\$1,306,400	37.6%	\$18,927,441	\$33,323	\$15,708,496	\$27,656
Medium Density High - MDH (Senior Affordable) [2]	69	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Medium Density High - MDH (Other Affordable) [2]	63	\$0	\$0	0.0%	\$0	\$0	\$0	\$0
Total Residential	1,365		\$3,101,900	89.4%	\$44,941,082		\$37,298,059	
Nonresidential Land Uses		<i>Per Acre</i>				<i>Per Acre</i>		<i>Per Acre</i>
Community Commercial	20.6	\$5,000	\$103,000	3.0%	\$1,492,289	\$72,441	\$1,238,499	\$60,121
Highway Commercial	11.3	\$5,000	\$56,500	1.6%	\$818,586	\$72,441	\$679,371	\$60,121
Employment Center (Industrial)	41.8	\$5,000	\$209,000	6.0%	\$3,028,043	\$72,441	\$2,513,071	\$60,121
Total Nonresidential	73.7		\$368,500	10.6%	\$5,338,918		\$4,430,941	
Total			\$3,470,400	100.0%	\$50,280,000		\$41,729,000	

Source: EPS.

bo bond

[1] Assumes special taxes are escalated 2.0% annually for 30 years, which increases total Bond Size by approximately 20%.

[2] Affordable units are tax-exempt.

D-10



APPENDIX E: Funding Sources

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**Table E-1
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 1**

Phase 1

Item	Estimated Phase 1 Cost	Funding Sources			Total Phase 1 Funding
		Existing Fee Programs City of Dixon Fee Program [1]	Other Agency Fees [2]	Southwest Dixon Special Financing District [3] [4]	
Backbone Infrastructure (Rounded) [5]					
Roadways	\$12,658,000	-	-	\$12,658,000	\$12,658,000
Water	\$2,499,000	\$2,101,106	-	\$397,894	\$2,499,000
Sewer	\$3,676,000	\$505,920	-	\$3,170,080	\$3,676,000
Drainage	\$4,895,000	\$835,000	-	\$4,060,000	\$4,895,000
Irrigation	\$552,000	-	-	\$552,000	\$552,000
Landscape (Roadway)	\$1,720,000	-	-	\$1,720,000	\$1,720,000
Subtotal Backbone Infrastructure	\$26,000,000	\$3,442,026	\$0	\$22,557,974	\$26,000,000
Public Facilities					
Parks [6] [7]	\$2,831,846	\$2,831,846	-	\$0	\$2,831,846
Fire Facilities [6]	\$493,292	\$493,292	-	\$0	\$493,292
Police Facilities [6]	\$214,457	\$214,457	-	\$0	\$214,457
Schools [6]	\$2,744,000	-	\$2,744,000	\$0	\$2,744,000
Subtotal Public Facilities	\$6,283,595	\$3,539,595	\$2,744,000	\$0	\$6,283,595
Total Improvements	\$32,283,595	\$6,981,622	\$2,744,000	\$22,557,974	\$32,283,595

su p1

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

- [1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.
- [2] Other agency fees include Dixon USD fee revenues to fund school facilities.
- [3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.
- [4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.
- [6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.
- [7] Based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement, if the Project constructs the SW neighborhood Park in Phase 1, the Project would receive \$765,000 in fee credits for the park.

E-1

**Table E-2
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 1A**

Phase 1A

Item	Estimated Phase 1A Cost	Funding Sources			Total Phase 1A Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [2] [3]	
		City of Dixon Fee Program	Other Agency Fees [1]		
Backbone Infrastructure (Rounded) [4]					
Roadways	\$3,000	-	-	\$3,000	\$3,000
Water	\$0	-	-	\$0	\$0
Sewer	\$0	-	-	\$0	\$0
Drainage	\$0	-	-	\$0	\$0
Irrigation	\$189,000	-	-	\$189,000	\$189,000
Landscape (Roadway)	\$0	-	-	\$0	\$0
Subtotal Backbone Infrastructure	\$192,000	\$0	\$0	\$192,000	\$192,000
Public Facilities					
Parks [5]	\$495,367	\$495,367	-	\$0	\$495,367
Fire Facilities [5]	\$86,290	\$86,290	-	\$0	\$86,290
Police Facilities [5]	\$37,514	\$37,514	-	\$0	\$37,514
Schools [5]	\$480,000	-	\$480,000	\$0	\$480,000
Subtotal Public Facilities	\$1,099,171	\$619,171	\$480,000	\$0	\$1,099,171
Total Improvements	\$1,291,171	\$619,171	\$480,000	\$192,000	\$1,291,171

su p1A

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

- [1] Other agency fees include Dixon USD fee revenues to fund school facilities.
- [2] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.
- [3] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [4] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.
- [5] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

**Table E-3
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 1B**

Phase 1B

Item	Estimated Phase 1B Cost	Funding Sources			Total Phase 1B Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [2] [3]	
		City of Dixon Fee Program	Other Agency Fees [1]		
Backbone Infrastructure (Rounded) [4]					
Roadways	-	-	-	\$0	\$0
Water	-	-	-	\$0	\$0
Sewer	-	-	-	\$0	\$0
Drainage	-	-	-	\$0	\$0
Irrigation	-	-	-	\$0	\$0
Landscape (Roadway)	-	-	-	\$0	\$0
Subtotal Backbone Infrastructure	\$0	\$0	\$0	\$0	\$0
Public Facilities					
Parks [5]	\$421,062	\$421,062	-	\$0	\$421,062
Fire Facilities [5]	\$73,347	\$73,347	-	\$0	\$73,347
Police Facilities [5]	\$31,887	\$31,887	-	\$0	\$31,887
Schools [5]	\$408,000	-	\$408,000	\$0	\$408,000
Subtotal Public Facilities	\$934,296	\$526,296	\$408,000	\$0	\$934,296
Total Improvements	\$934,296	\$526,296	\$408,000	\$0	\$934,296

su p1B

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

- [1] Other agency fees include Dixon USD fee revenues to fund school facilities.
- [2] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.
- [3] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [4] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.
- [5] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

**Table E-4
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 2**

Phase 2

Item	Estimated Phase 2 Cost	Funding Sources			Total Phase 2 Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [3] [4]	
		City of Dixon Fee Program [1]	Other Agency Fees [2]		
Backbone Infrastructure (Rounded) [5]					
Roadways	\$12,078,000	\$235,000	-	\$11,843,000	\$12,078,000
Water	\$831,000	\$583,200	-	\$247,800	\$831,000
Sewer	\$838,000	-	-	\$838,000	\$838,000
Drainage	\$2,673,000	-	-	\$2,673,000	\$2,673,000
Irrigation	\$558,000	-	-	\$558,000	\$558,000
Landscape (Roadway)	\$1,887,000	-	-	\$1,887,000	\$1,887,000
Subtotal Backbone Infrastructure	\$18,865,000	\$818,200	\$0	\$18,046,800	\$18,865,000
Public Facilities					
Parks [6]	\$3,208,643	\$3,208,643	-	\$0	\$3,208,643
Fire Facilities [6]	\$635,402	\$635,402	-	\$0	\$635,402
Police Facilities [6]	\$276,243	\$276,243	-	\$0	\$276,243
Schools [6]	\$2,248,135	-	\$2,248,135	\$0	\$2,248,135
Subtotal Public Facilities	\$6,368,424	\$4,120,289	\$2,248,135	\$0	\$6,368,424
Total Improvements	\$25,233,424	\$4,938,489	\$2,248,135	\$18,046,800	\$25,233,424

su p2

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

[1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.

[2] Other agency fees include Dixon USD fee revenues to fund school facilities.

[3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.

[4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

[5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.

[6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

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**Table E-5
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 3**

Phase 3

Item	Estimated Phase 3 Cost	Funding Sources			Total Phase 3 Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [3] [4]	
		City of Dixon Fee Program [1]	Other Agency Fees [2]		
Backbone Infrastructure (Rounded) [5]					
Roadways	\$3,131,000	-	-	\$3,131,000	\$3,131,000
Water	\$401,000	\$270,338	-	\$130,663	\$401,000
Sewer	\$269,000	-	-	\$269,000	\$269,000
Drainage	\$722,000	-	-	\$722,000	\$722,000
Irrigation	\$604,000	-	-	\$604,000	\$604,000
Landscape (Roadway)	\$670,000	-	-	\$670,000	\$670,000
Subtotal Backbone Infrastructure	\$5,797,000	\$270,338	\$0	\$5,526,663	\$5,797,000
Public Facilities					
Parks [6]	\$1,428,307	\$1,428,307	-	\$0	\$1,428,307
Fire Facilities [6]	\$248,804	\$248,804	-	\$0	\$248,804
Police Facilities [6]	\$108,167	\$108,167	-	\$0	\$108,167
Schools [6]	\$1,240,000	-	\$1,240,000	\$0	\$1,240,000
Subtotal Public Facilities	\$3,025,278	\$1,785,278	\$1,240,000	\$0	\$3,025,278
Total Improvements	\$8,822,278	\$2,055,615	\$1,240,000	\$5,526,663	\$8,822,278

su p3

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

[1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.

[2] Other agency fees include Dixon USD fee revenues to fund school facilities.

[3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.

[4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

[5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.

[6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

**Table E-6
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 4**

Phase 4

Item	Estimated Phase 4 Cost	Funding Sources			Total Phase 4 Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [3] [4]	
		City of Dixon Fee Program [1]	Other Agency Fees [2]		
Backbone Infrastructure (Rounded) [5]					
Roadways	\$3,525,000	\$470,000	-	\$3,055,000	\$3,525,000
Water	\$74,000	-	-	\$74,000	\$74,000
Sewer	\$0	-	-	\$0	\$0
Drainage	\$43,000	-	-	\$43,000	\$43,000
Irrigation	\$0	-	-	\$0	\$0
Landscape (Roadway)	\$439,000	-	-	\$439,000	\$439,000
Subtotal Backbone Infrastructure	\$4,081,000	\$470,000	\$0	\$3,611,000	\$4,081,000
Public Facilities					
Parks [6]	\$1,907,161	\$1,907,161	-	\$0	\$1,907,161
Fire Facilities [6]	\$332,219	\$332,219	-	\$0	\$332,219
Police Facilities [6]	\$144,430	\$144,430	-	\$0	\$144,430
Schools [6]	\$1,508,800	-	\$1,508,800	\$0	\$1,508,800
Subtotal Public Facilities	\$3,892,611	\$2,383,811	\$1,508,800	\$0	\$3,892,611
Total Improvements	\$7,973,611	\$2,853,811	\$1,508,800	\$3,611,000	\$7,973,611

su p4

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

- [1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.
- [2] Other agency fees include Dixon USD fee revenues to fund school facilities.
- [3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.
- [4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).
- [5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.
- [6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

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**Table E-7
Southwest Dixon Specific Plan Public Facilities Financing Plan
Sources and Uses Summary (2018\$) - Phase 5**

Phase 5

Item	Estimated Phase 5 Cost	Funding Sources			Total Phase 5 Funding
		Existing Fee Programs		Southwest Dixon Special Financing District [3] [4]	
		City of Dixon Fee Program [1]	Other Agency Fees [2]		
Backbone Infrastructure (Rounded) [5]					
Roadways	\$2,622,000	-	-	\$2,622,000	\$2,622,000
Water	\$496,000	\$386,775	-	\$109,225	\$496,000
Sewer	\$262,000	-	-	\$262,000	\$262,000
Drainage	\$4,014,000	\$110,000	-	\$3,904,000	\$4,014,000
Irrigation	\$0	-	-	\$0	\$0
Landscape (Roadway)	\$379,000	-	-	\$379,000	\$379,000
Subtotal Backbone Infrastructure	\$7,773,000	\$496,775	\$0	\$7,276,225	\$7,773,000
Public Facilities					
Parks [6]	\$875,148	\$875,148	-	\$0	\$875,148
Fire Facilities [6]	\$1,019,055	\$1,019,055	-	\$0	\$1,019,055
Police Facilities [6]	\$443,482	\$443,482	-	\$0	\$443,482
Schools [6]	\$1,151,383	-	\$1,151,383	\$0	\$1,151,383
Subtotal Public Facilities	\$3,489,068	\$2,337,684	\$1,151,383	\$0	\$3,489,068
Total Improvements	\$11,262,068	\$2,834,459	\$1,151,383	\$7,276,225	\$11,262,068

su p5

Source: Taylor Builders; Carlson, Barbee & Gibson, Inc. (September 17, 2018); City of Dixon; EPS.

[1] Fee credits are based on Exhibit H, Improvements Eligible for Reimbursement through AB 1600 Impact Fee, from the Development Agreement (April 2019). For parks, fire, and police facilities, costs are assumed to equal fee revenue generated by the Project.

[2] Other agency fees include Dixon USD fee revenues to fund school facilities.

[3] The Special Financing District (SFD) could include private developer capital, a Mello-Roos Community Facilities District, a privately or publicly administered Plan Area Fee Program, a Benefit Assessment District, or other infrastructure charge. This Financing Plan assumes the SFD will be a publicly administered fee program, referred to as the Southwest Dixon Impact Fee Program. However, some of the costs included in the Fee Program will likely require private developer capital, as discussed below in Footnote 4.

[4] Based on the Development Agreement, affordable units will not be required to fund backbone infrastructure improvements unless there is a legal requirement. The Southwest Dixon Fee Program will be established in accordance Assembly Bill (AB) 1600, codified in California Government Code Section 66000 et seq., which does not set forth a legal requirement for affordable units to fund backbone infrastructure. In this analysis, the costs for the Southwest Dixon Impact Fee Program are allocated to all land uses to calculate the fair share cost to each land use. However, because the affordable units will not be subject to the Impact Fee Program, the cost allocated to the affordable units will need to be funded by other funding sources (e.g., private capital).

[5] Cost may differ slightly from engineering cost estimate due to rounding. See **Appendix A** for more detailed cost information and cost components.

[6] For this analysis, costs are assumed to equal fee revenue generated by the Project. See **Appendix B** for more detail.

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EXHIBIT G:
Facilities and Services to be Financed by Financing District

Description of Eligible Facilities

Eligible Facilities for the Financing District may include Major Backbone Improvements identified in the Financing Plan, but excluding the following: (1) facilities eligible for AB 1600 impact fee credits or reimbursements, pursuant to Exhibit H; and (2) facilities subject to a Specific Plan Area Fee or Reimbursement Agreement in which any pro rata share of the payments for such facilities have been made by a benefiting landowner or Developer.

More specifically, the Financing District may finance all or a portion of the costs of the following to be constructed within the boundaries of or in the vicinity of, the Financing District and the potential annexation area to the District (collectively, the "Facilities"):

The acquisition and construction of streets (including paving, aggregate base, striping and traffic marking, sidewalks, curbs, gutters and driveways);

On-site and off-site sanitary sewer systems (including sewer lines, manholes, related dewatering and rehabilitation of work areas);

Stormwater drainage systems (including storm drain lines, inlets, outlets, channels, structures, junctions, manholes, catch basins and related dewatering);

On-site and off-site water systems (including water mainlines, fire hydrants, valves, blow off, water services, related dewatering and connection to existing area water system);

Landscaping, electrical, and other costs as provided in the Financing Plan;

The foregoing may include the acquisition of any related right-of-way and other land needed for the installation of any such improvements, demolition of existing structures and site leveling needed for the installation of any such improvements, erosion control, landscaping, joint trench and other appurtenances. The facilities will, in any event, be specified in City's approved improvement plans for the respective facilities.

The facilities eligible to be financed may include the costs of design, engineering and planning, the costs of any environmental or other studies, surveys or reports, the cost of any required environmental mitigation, soils testing, permits, plan check and inspection fees, insurance, legal and related overhead costs, coordination and supervision, City of Dixon staff and consultant costs, and any other costs or appurtenances related to any of the public improvements to be financed.

The Financing District may also finance any of the following:

- Bond related expenses, including underwriters discount, appraisal and absorption study costs, reserve fund, capitalized interest, financial advisor, special tax consultant, bond counsel and underwriters' counsel fees and

expenses, landowner counsel fees and expenses, official statement printing, and all other incidental expenses.

- Administrative fees of the City and the Bond trustee or fiscal agent related to the Financing District and the bonds.
- Reimbursement of costs related to the formation of the Financing District advanced by City, any landowner in the Financing District, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, any landowner in the Financing District or any party related to any of the foregoing, for facilities or other purposes or costs of the Financing District.

Description of Authorized Services

Eligible services to be financed by the Financing District may include the following:

1. Streets and Street Lights:

- Maintenance and repair of lighting and related facilities within the public right of way, including replacement of facilities at the end of their useful lives.
- Maintenance and repair of roadways, including reconstruction of roadways due to underground repairs and improvements.

2. Landscape Facilities, Parks and Open Space:

- Turf and Plant: Sufficient water, fertilizer and other nutrients shall be provided, and sufficient insect and disease control shall be applied to turf and other plants to maintain them in a healthy and thriving condition. Turf shall be mowed and trimmed back from edges of hardscape. Plants shall be shaped as necessary and plant foliage, which has exceeded the maintenance boundaries, shall be trimmed back.
- Trees and Shrubs: Pruned and trimmed as necessary in such a manner as to prevent interference with sight clearance for pedestrian bicycle and vehicle traffic on adjacent roadways walkways and rights of way.
- The irrigation system serving the landscaping shall be maintained, repaired and replaced as needed and all legally required permits with respect to such work shall be obtained.
- All weeds, trash and debris shall be removed regularly from the maintained area.
- Replacement of dead plants and trees.
- Replacement of ground cover as needed.
- Repair and replacement of walls and fencing included within the maintained area.

3. Water and Electricity:

- Payment of utility costs associated with maintenance of authorized services, including expenses for water and electricity used to irrigate and light all parks, open space and landscaping.

4. Flood and Storm Protection:

- Maintenance of the storm drain system and retention/detention basins, including items such as the pump station, drainage pond and lateral conveyance.
- Operation and maintenance of outfall structures and the pump lift stations for the detention basins.
- Reserve for replacement of structures and pumps.

5. Collecting and administering the special tax and annual administering the District:

- Special tax consultant services
- Financial advisor services
- Special tax administrator services
- Publishing, mailing, and posting of notices
- Recording fees

6. Miscellaneous costs related to the items described above, including costs for:

- Legal Services
- Administration

**EXHIBIT H:
Improvements Eligible for Reimbursement through AB 1600 Impact Fees**

Phase	Category	Description	Length	Maximum Reimbursement ¹	CIP Item	Notes
1	Sewer	Pipe from Valley Glen Dr. to Pitt School Rd/W A St intersection, including elimination of existing Pitt School Lift Station		\$505,920 (\$1,581,000 x 32% eligible to Project; 32% from City sewer reserve; 36% from Valley Glen)	310-107	Pending City review of Tech Memo cited in CIP No. WW-310-107 East-West Sewer Trunk Connector; scope of project originally from 1 st /Parkway Blvd; VG installed to VG Dr./Parkway Blvd.
1	Sewer	27" Sewer Trunk Line Rehab		\$605,000	315-109	Unclear if needed for full buildout of SW; need flow/capacity study of existing 27" in East Parkway Blvd east of Harvard Dr. to confirm capacity. Originally scheduled to be funded via SRF Loan.
1	Water	14" main & 12" main		\$2,065,000 & \$1,308,000	WSMP CIP-306 & CIP-307	Water System Master Plan 2030 System config.
1	Water	12" main		\$803,000	WSMP CIP-305	Water System Master Plan 2030 System config.
1	Storm	S. Lincoln/ Parkway Drainage Improvements		\$1,670,000	450-112	Pending City's review of 2003 S. Almond Street Area Study; up to \$1,670,000 reimbursable depending on extent of contribution Includes 42" stub to existing Camelia Dr., etc. with Ph1V1 Improvement Plans
1	Parks	SW Neighborhood Park		\$765,000	480-117	
1			SUBTOTAL	\$7,721,920		
2	Water	10" main & 12" main		\$901,000	WSMP CIP-303	Water System Master Plan 2030 System config.
2	Water	SW SP Well		\$3,012,000	WSMP CIP-300	Water System Master Plan 2030 System config.
2	Traffic	Pitt School Rd/ W A St Traffic Signal		\$235,000	460-408	Mitigation based upon SW Traffic Improvement Analysis
2	Traffic	Evans Rd/ W A St Traffic Signal		\$235,000	460-409	Mitigation based upon SW Traffic Improvement Analysis
2	Traffic	Gateway Dr/ W A St Traffic Signal		\$235,000	460-410	Mitigation based upon SW Traffic Improvement Analysis

Phase	Category	Description	Length	Maximum Reimbursement ¹	CIP Item	Notes
2			SUBTOTAL	\$4,618,000		
3	Water	10" main & 12" main		\$795,000	WSMP CIP-304	Water System Master Plan 2030 System config.
3			SUBTOTAL	\$795,000		
4			N/A	N/A		
4			SUBTOTAL	\$0		
5	Storm	West Basin discharge to McCune Creek		\$110,000	450-106	Based upon 1999 City Storm Drain Report to convey 10% of offsite flows from north of I-80.
5	Water	12" main & 14" main		\$700,000	WSMP CIP-301	Water System Master Plan 2030 System config.
5	Water	12" main		\$960,000	WSMP CIP-302	Water System Master Plan 2030 System config.
5			SUBTOTAL	\$1,770,000		
5			TOTAL	\$14,904,920		

1 Maximum reimbursement subject to amendment based upon updates to City AB 1600 reports; reimbursements will be made based on actual costs.

**EXHIBIT I:
Mitigation Monitoring and Reporting Program**

MITIGATION MONITORING AND REPORTING PROGRAM

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.1	Geology				
3.1-A.1	Require a geotechnical study prior to final design of each project within the Specific Plan area. The geotechnical study will be prepared by a registered geotechnical engineer or engineering geologist. The design report will contain specific construction recommendations for all buildings, roads, and other improvements to ensure that those improvements can withstand the maximum probable earthquake predicted for the area. The geotechnical report shall also provide construction guidelines to address expansive soils and any other soil constraints identified by the geotechnical consultant. Final project design will include the recommendations contained in the geotechnical report.	<p>Start: Project design</p> <p>Complete: Prior to approval of each Final Subdivision Map or Improvement Plans for non-residential projects.</p> <p>Each project applicant will be responsible for hiring a licensed geotechnical engineer to monitor compliance with the recommendations included in the geotechnical report.</p>	Each project applicant	Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.1-B.1	Detention Pond A and the West Pond Complex will act as sedimentation ponds and will decrease downstream sediment loading. A pond sediment monitoring program will be developed and approved by the City prior to approval of the first Final Subdivision Map. This program will provide a schedule for monitoring and removal of sediments and who will be responsible for those actions.	<p>Start Project design</p> <p>Complete Prior to approval of first Final Subdivision Map</p>	City.	Engineering Dept.	
3.1-B.2	Each project developer shall prepare and implement a Stormwater Pollution Prevention Program (SWPPP) for on-site and off-site activities. The SWPPP shall be consistent with the terms of the State NPDES General Permit for Discharges of Storm Water Associated with Construction Activities (General Permit). Each developer shall file a Notice of Intent with the State Water Resources Control Board, Division of Water Quality.	<p>Start: Project design</p> <p>Complete: Prior to approval of each Final Subdivision Map</p>	Each project applicant	Engineering Dept.	
3.1-C.1	Same mitigations listed above for 3.1-A and B				
3.1-D.1	Carry out Mitigation Measure 3.1-A.1				
3.1-E.1	Carry out Mitigation Measures 3.1-B.1 and 2				
3.1-F.1	Carry out Mitigation Measures 3.1-B.1 and 2				
3.2-A.1	Before the first Tentative Subdivision Map approval for the plan area, the Specific Plan Drainage Master Plan shall be completed and submitted for City of Dixon review and approval. The Drainage Master Plan shall demonstrate that the system contains specific storm drainage design features to control increased runoff from the project site and will not increase runoff over current conditions. This may be achieved through one or more of the following: on-site conveyance and detention facilities, off-site detention facilities, and/or channel modification, or equally effective measures to control the rate and volume of runoff. To demonstrate the effectiveness of the proposed system to prevent additional flooding at off-site (downstream) locations, all necessary hydrologic and hydraulic calculations and assumptions and design details shall be submitted to the City Engineering Department for review and approval. The design of all features proposed by the project applicant shall be consistent with the most recent version of the City's Storm Drainage Guidelines and Criteria, and standard design and construction specifications and details, as modified by the approved Specific Plan Drainage Master Plan.	<p>Start: Project design</p> <p>Complete: Prior to approval of first Tentative Subdivision Map</p>	SALG	Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.2-A.2	Before the first Tentative Subdivision Map approval for the plan area, the project applicant shall demonstrate to the City Engineering Department that development of the Specific Plan will not preclude future installation and operation of storm drain improvements anticipated in the plan area and that facility improvements will be consistent with the Specific Plan Storm Drainage Master Plan.	Start: Project design Complete: Prior to approval of first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-A.3	Before the first Tentative Subdivision Map approval for the plan area, the project applicant shall demonstrate that an appropriately sized and located storm drainage system shall be installed or adequately financed (through fair-share payment of fees or other means).	Start: Project design Complete: Prior to approval of first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-A.4	All project applicants shall pay their fair share toward drainage improvements, as identified in the City's Assembly Bill (AB) 1600 fee program.	Start: Improvement Plans Complete: Prior to approval of Improvement Plan for each project	Each project applicant	Community Development Dept.	
3.2-B.1	As a condition of approval for all Tentative Subdivision Maps in the plan area, the City of Dixon shall require that adequate storm drainage capacity will be provided for before City approval of the Final Subdivision Map-	Start: Each Tentative Subdivision Map Complete: Prior to approval of each Final Subdivision Map	Each project applicant	Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.2-B.2	As a condition of approving any Tentative Subdivision Maps in the plan area, the project applicant shall, in accordance with the AB 1600 fee program, fund a fair share of the drainage facilities improvements identified by the City of Dixon in the 1999 Storm Drain Report for Basin A and the City of Dixon AB 1600 Facilities and Equipment Study. In addition, the City of Dixon shall establish a maintenance district encompassing properties using Basin A facilities to pay a fair share of the maintenance costs. A provision for forming and participating in the maintenance district shall be addressed through conditions of a development agreement or other formal agreement at the Tentative Subdivision Map stage for each individual development project in the plan area. The City will handle the process for creating a Community Facilities District, with costs borne by developers.	Start: Each Tentative Subdivision Map Complete: Prior to approval of each Tentative Subdivision Map	Each project applicant	Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.2-C.1	Prior to approval of the first Tentative Subdivision Map, the applicant shall demonstrate that adequate width exists in South Lincoln Street between the plan area and Porter Road to construct the storm drain, water lines, and wastewater pipelines within the existing right-of-way. South Lincoln Street between the plan area and Porter Road shall be reconstructed to meet City and/or County standards upon completion of construction of underground infrastructure utilities such as storm drainage, water, and sewer pipes.	Start: Project design Complete: Prior to approval of the first Tentative Subdivision Map	SALG	Engineering Dept.	
3.2-C.2	Approval for construction of the pipeline from the plan area to McCune Creek shall be obtained prior to construction of any improvements generating new runoff to Batavia Pond. Alternatively, any request to delay approval of construction of the pipeline shall require that the applicant demonstrate and submit for approval by the City an acceptable interim alternative to address runoff from new development.	Start: Project design Complete: Prior to approval of the first Tentative Subdivision Map in the Batavia Pond drainage shed	SALG	Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.2-C.3	Carry out Mitigation Measures 3.2-A.1 to 3.2-A.3.				
3.2-D.1	With each Final Subdivision Map approval, each project applicant shall comply with and adhere to the conditions of the RWQCB Statewide NPDES Permit and NPDES General Permit for General Construction Activities.	Start: Project design Complete: Prior to approval of each Final Subdivision Map	Each project applicant	Engineering Dept.	
3.2-D.2	Carry out Mitigation Measure 3.8-A.1				
3.2-E.1	The location of the new well shall be approved by the Dixon-Solano Municipal Water Service City of Dixon.	Start: Project design Complete: Prior to approval of the first Tentative Subdivision Map	SALG	DSMWS and Engineering Dept. Engineering Dept.	
3.2-F.1	Carry out Mitigation Measures 3.2-A.1 through 3.2-E.1				See Mitigation Measures 3.2-A.1 through 3.2-E.1
3.2-G.1	Carry out Mitigation Measures 3.2-A.1 through 3.2-E.1				See Mitigation Measures 3.2-A.1 through 3.2-E.1
3.3-A.1	Pre-construction surveys within 0.25 miles of any development on the Specific Plan area and for plan area-required off-site pipeline and roadway improvements are recommended prior to construction activities that would occur between March 1 and August 15. In the event that a Swainson's hawk nest is located within 0.25 miles of the project site, seasonal construction restrictions may be necessary to eliminate the potential for noise disturbance to nesting hawks. The necessity of such restrictions is dependent on the location of the nest with respect to construction and should be determined by a qualified biologist.	Start: Prior to any construction between March 1 and August 15 of any year for each project Complete: Completion of construction for each project	Each project applicant	Community Development Dept.	For Phase 1, Village 1
3.3-A.2	For every acre of suitable Swainson's hawk habitat developed within the Specific Plan area, the developer of each project will be responsible for preserving one acre of Swainson's hawk habitat per the California Department of Fish and Game's <i>Staff Report Regarding Mitigation for Impacts to Swainson's Hawk (Buteo swainsoni) in the Central Valley of California</i> (CDFG, 1994). The area to be preserved will be confirmed as adequate Swainson's hawk habitat by CDFG. Proof of purchase of the property or a suitable conservation easement shall be provided to the City of Dixon prior to the start of construction of each project. The habitat purchase or purchase of development rights may be combined with land preserved to offset loss of agricultural lands as described in the mitigation for Impact 3.10-A.	Start: Project design Complete: Prior to start of construction for each project	Each project applicant	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.3-A.3	For all development within the Specific Plan area and for plan area-required off-site pipeline and roadway improvements, pre-construction surveys for burrowing owl should be conducted as outlined in CDFG's (1995) <i>Staff Report on Burrowing Owl (Athene cunicularia) Mitigation</i> . If active burrows are found, a qualified biologist should determine temporal restrictions on construction and/or grading activities. If owls need to be moved, they should be passively relocated prior to February 1 or after August 31 using standard methodologies described in CDFG's <i>Staff Report on Burrowing Owl Mitigation</i> (CDFG, 1995). As construction will likely take several years and owls could move on the site during the duration of construction, pre-construction surveys should be repeated prior to each phase of ground disturbance.	Start: Prior to construction of each project in each year where new land will be disturbed Complete: Completion of construction for each project	Each project applicant	Community Development Dept.	For Phase 1, Village 1
3.3-B.1	Carry out Mitigation Measures 3.3-A.1 through 3.3-A.3				See Mitigation Measures 3.3-A.1 through 3.3-A.3
3.3-C.1	Carry out Mitigation Measures 3.3-A.1 and 3.3-A.3				See Mitigation Measures 3.3-A.1 and 3.3-A.3
3.3-C.2	Carry out Mitigation Measure 3.3-A.2				See Mitigation Measure 3.3-A.2
3.3-D.1	Carry out Mitigation Measures 3.3-A.1 through 3.3-A.3				See Mitigation Measures 3.3-A.1 through 3.3-A.3
3.4-A.1	West A Street/Schroeder Road Intersection. The project applicant shall install a traffic signal at the West A Street/Schroeder Road intersection and provide right-turn overlap phasing with the southbound left-turn movement. The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan. Implementation of this mitigation measure would provide acceptable LOS B operations during both the a.m. and p.m. peak hours under existing plus project conditions.	Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.	Each project applicant	Engineering Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.
3.4-A.2	<u>West A Street/Batavia Road Intersection</u> . The project applicant shall modify the Specific Plan to eliminate the connection of Batavia Road to the eastbound I-80 on- and off-ramps and install a signal system to accommodate project traffic along West	Start: Project design and finalization of the Specific Plan	SALG for the modification of the Specific Plan	Engineering Dept.	Specific Plan Updated and Traffic Study

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	<p>A Street (unless future studies show that some signals are not needed). Existing access to commercial uses at the intersection could remain. Although the traffic volumes at this intersection would satisfy the peak hour volume warrant for signalization, the installation of a traffic signal at the Eastbound I-80 Ramps/Batavia Road intersection is not feasible because there would be insufficient storage for queued vehicles on the eastbound off-ramp, causing potential vehicle spillback onto I-80. The following lane configurations shall be provided at the West A Street/Gateway Drive and West A Street/Batavia Road intersections:</p> <p><u>West A Street/Gateway Drive</u></p> <ul style="list-style-type: none"> • Dual exclusive left-turn lanes and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane and a shared through/right-turn lane on the southbound approach; • Dual exclusive left-turn lanes, two through lanes, and an exclusive right-turn lane on the eastbound approach; • One exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the westbound approach <p><u>West A Street/Batavia Road</u></p> <ul style="list-style-type: none"> • One exclusive left-turn lane and one exclusive right-turn lane on the northbound approach; • One through lane and an exclusive right-turn lane on the eastbound approach; and • One exclusive left-turn lane and one through lane on the westbound approach. <p>The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.</p>	<p>Complete: The required modification of the Specific Plan shall be completed prior to approval of the Specific Plan. The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	<p>Each project applicant is responsible for the remainder of the mitigation measure</p>		<p>Completed.</p>
3.4-A.3	<p><u>Eastbound I-80 Ramps/Batavia Road Intersection.</u> Each project applicant shall implement Mitigation Measure 3.4-A.2</p>				<p>Mitigation Measure 3.4-A.2</p>
3.4-A.4	<p><u>West A Street/Gateway Drive Intersection.</u> Each project applicant shall implement Mitigation Measure 3.4-A.2</p>				<p>Mitigation Measure 3.4-A.2</p>

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.4-A.5	<p><u>West A Street/Evans Road Intersection.</u> The project applicant shall install a traffic signal at the West A Street/Evans Road intersection and widen the northbound, southbound, eastbound, and westbound approaches to provide the following turn lane configurations:</p> <ul style="list-style-type: none"> • One exclusive left-turn lane and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane, a shared through/right-turn lane, and exclusive right-turn lane on the southbound approach; • One exclusive left-turn lane, one through lane, and a shared through/right-turn lane on the eastbound approach; and • One exclusive left-turn lane, one through lane, and a shared through/right-turn lane on the westbound approach. <p>The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.</p>	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.	Traffic Study Completed.
3.4-A.6	<p><u>Pitt School Road/Eastbound I-80 Ramps Intersection.</u> The project applicant shall install a traffic signal at the Pitt School Road/Eastbound I-80 Ramps intersection and widen the eastbound approach to include an exclusive left-turn lane, one through lane, and an exclusive right-turn lane. In addition, provide right-turn overlap phasing on the northbound, eastbound, and westbound approaches. Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2000) as being funded by traffic impact fees imposed on new development. However, the proposed Specific Plan could require implementation of the improvements prior to their programmed installation. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and widening prior to the programmed installation of these improvements, then the project applicant shall be required to install the improvements and shall be reimbursed. If the traffic signal is installed prior to the programmed installation of these improvements, then the project applicant shall be responsible for widening the intersection and modifying the signal.</p>	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.
3.4-A.7	<p><u>West A Street/Pitt School Road Intersection.</u> The project applicant shall install a traffic signal at the West A Street/Pitt School Road intersection and widen the northbound, eastbound, and westbound approaches to provide the following turn lane configurations:</p>	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the</p>	Each project applicant	Engineering Dept.	The traffic study is completed.

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	<ul style="list-style-type: none"> • One exclusive left-turn lane and a shared through/right-turn lane on the northbound approach; • One exclusive left-turn lane, two through lanes, and an exclusive right-turn lane on the eastbound approach; and • One exclusive left-turn lane, two through lane, and an exclusive right-turn lane on the westbound approach. <p>In addition, provide right-turn overlap phasing on the southbound, eastbound, and westbound approaches. Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2000) as being funded by traffic impact fees imposed on new development. However, the proposed project could require implementation of the improvements prior to their programmed installation in AB 1600. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and widening prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be required to install the improvements and the City will negotiate with the applicant to determine reimbursement. If the traffic signal is installed prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be responsible for widening the intersection and modifying the signal.</p>	<p>approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>			
3.4-A.8	<p><u>West A Street/Lincoln Street Intersection.</u> The project applicant shall install a traffic signal at the West A Street/Lincoln Street intersection and widen the northbound and southbound approaches to include a shared through/left-turn lane and an exclusive right-turn lane. In addition, provide right-turn overlap phasing on the northbound, southbound, and eastbound approaches. The project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map.</p>	<p>Start: Project design</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.4-A.9	<p><u>West A Street/North Adams Street Intersection.</u> The project applicant shall reimburse the City for the cost to modify the traffic signal cycle length and green time allocations “splits” at the West A Street/North Adams Street intersection. Signal timing modifications are done on a routine basis to account for change in demand and hourly variations in traffic flow. The reimbursement shall be completed prior to the issuance of building permits.</p>	<p>Start: Each Final Map.</p> <p>Complete: City shall use the traffic study prepared for each project to confirm traffic and determine needed modifications to signal timing and fee. Fee shall be assessed at time of each triggering building permit.</p>	City	Engineering Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.
3.4-A.10	<p><u>West A Street/First Street Intersection.</u> The project applicant shall install a traffic signal at the West A Street/First Street intersection and re-stripe the eastbound and westbound approaches to provide one exclusive left-turn lane and a shared through/right-turn lane, which will require the elimination of about 24 existing on-street parallel parking spaces. These improvements are consistent with the recommendations that were identified in the City of Dixon First Street (SR 113) and A Street Intersection Operations Study (January 10, 2001). Installation of the traffic signal is included in the City of Dixon AB 1600 Facilities and Equipment Study (March 2000). This improvement is funded with construction anticipated in 2003. If construction of this improvement does not occur as anticipated, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City’s LOS thresholds identified in General Plan Transportation and Circulation Policy 1. Once triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If this intersection requires signalization and re-striping prior to the programmed installation of these improvements in AB 1600, then the project applicant shall be required to install the improvements and the City will negotiate with the applicant to determine reimbursement.</p>	<p>Start: Project design and finalization of the Specific Plan</p> <p>Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.</p>	Each project applicant	Engineering Dept.	This signal improvement was just completed. Development projects will pay their fair share of this improvement through payment of AB 1600 fees.
3.4-B.1	<p>The project applicant shall modify the proposed street classifications and street cross-sections to be consistent with the standards identified in the <i>City of Dixon Engineering Dept. Design Standards & Construction Specifications</i> or standards developed in the Specific Plan and approved by the City.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Adoption of Specific Plan</p>	SALG	Engineering Dept.	
3.4-C.1	<p>For segments of Batavia Road, Pitt School Road, and South Lincoln Street that are located within the Specific Plan area, the project applicant shall modify the proposed street classifications and roadway cross-sections to be substantially consistent with the standards identified in the City of Dixon Engineering Dept. Design Standards & Construction Specifications or standards developed in the Specific Plan and approved by the City.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Adoption of Specific Plan</p>	SALG	Engineering Dept.	
3.4-C.2	<p>For segments of Batavia Road and Pitt School Road located outside the plan area in unincorporated Solano County, the project applicant shall make a fair-share contribution toward reconstruction of the road to meet Solano County standards. The</p>	<p>Start: Project design</p> <p>Complete: Approval of each</p>	Each project applicant	Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	fair-share contribution would be based on the project's traffic contribution relative to existing traffic on the roadway. South Lincoln Street between the plan area and Porter Road shall be reconstructed to meet City and/or County standards upon completion of construction of underground infrastructure utilities such as storm drainage, water, and sewer pipes.	Final Subdivision Map or approval of each Improvement Plan for non-residential projects			
3.4-D.1	Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Start: Project design Complete: Approval of each Tentative Subdivision Map or approval of each Improvement Plan for non-residential projects	Each project applicant	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.4-E.1	Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map. The applicant for the commercial property on the Evans Ranch property shall be responsible for identifying the location of a park-and-ride facility.	Start: Project design Complete: Approval of each Tentative Subdivision Map or approval of the Improvement Plan for non-residential development on the Evans Ranch property	Each project applicant	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.4-F.1	As a condition of all development approvals, each project applicant shall prepare a project-specific traffic analysis based on the traffic study presented in this EIR to determine their responsibilities for intersection improvements and pro-rata share of mitigations for cumulative impacts. City staff shall review and approve each project-specific traffic analysis before development approval. These are Mitigation Measures 3.4-A.1 through 3.4-A.10.	Same as Mitigation Measures 3.4-A.1 through 3.4-A.10.			
3.4-F.2	The project applicant shall install a traffic signal at the Pitt School Road/Westbound I-80 ramps intersection.—_No project-specific phasing program has been submitted with the Specific Plan and no housing allocations have been awarded, so mitigation timing is unknown at this time. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map.—_If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.	Start: Project design Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.	Each project applicant	Engineering Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.
3.4-F.3	The project applicant shall install a traffic signal at the Pitt School Road/Ary Lane	Start: Project design	Each project applicant	Engineering	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	intersection.—No project-specific phasing program has been submitted with the Specific Plan and no housing allocations have been awarded, so mitigation timing is unknown at this time. Therefore, the project applicant shall prepare a project-specific traffic analysis based on the EIR traffic study for each tentative map to confirm existing conditions and determine the specific mitigation timing that is required to maintain the City's LOS thresholds identified in General Plan Transportation and Circulation Element Policy 1. If triggered, implementation of this mitigation measure shall be completed prior to the issuance of triggering building permits for that individual tentative map. If the studies indicate that a project does not trigger an improvement, the project applicant shall participate in the financing plan for future public facility improvements approved in the Southwest Dixon Specific Plan.	Complete: The traffic study shall be completed prior to the approval of each Tentative Subdivision Map. Installation of the improvement, if the traffic study warrants it, shall be completed prior to the issuance of triggering building permits for the project that triggers the need for the improvement. If the improvement is not warranted, or has already been completed, then payment of the fees shall be completed prior to approval of each building permit.		Dept.	The February 2019 Phasing Study demonstrates this mitigation measure is not necessary.
3.4-G.1	The proposed Specific Plan roadway circulation system, including street classifications and cross-sections, shall be modified as described in the Mitigation Measures 3.4-B.1 and 3.4-C.1 above. The five proposed projects shall be modified as necessary to reflect these changes.	Start: Project design and finalization of the Specific Plan Complete: The changes shall be incorporated into each Tentative Subdivision Map.	Each project applicant	Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.4-H.1	Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Start: Project design Complete: Approval of each Tentative Subdivision Map	Each project applicant	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.4-I.1	Each project applicant shall confer with the City and per City direction, if warranted, identify bus stops on the Tentative Subdivision Map.	Start: Project design Complete: Approval of each Tentative Subdivision Map	Each project applicant	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.4-J.1	The project applicant shall participate in the road financing program in effect at the time for Specific Plan approval. A financing program is being developed to fund the improvements identified in the City of Dixon Draft Street Master Plan. The fee mechanism shall be established to fully fund necessary roadway/freeway improvements prior to approval of any tentative maps or issuance of building permits within the boundaries of the Specific Plan. These fees shall subsequently be charged for all development that proceeds in the Specific Plan area.	Start: Tentative Subdivision Maps and Improvement Plans Complete: Fees shall be set before the first Tentative Subdivision Map is approved and shall be paid before each building permit is issued.	City	Community Development Dept.	Fees to be paid at building permit.
3.5-A.1	Measures recommended by YSAQMD plus additional measures to reduce PM10 and ozone precursor pollutants include: 1. Water all active construction areas at least twice daily and more often during windy periods. Active areas adjacent to residences should be kept damp at all times. 2. Cover all hauling trucks or maintain at least two feet of freeboard. Dust-	Start: from the start of construction of each project Complete: Throughout construction phase until construction is complete	Each project applicant and their contractors	Engineering Dept. and Building Inspector	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	<p>proof chutes shall be used as appropriate to load debris onto trucks during demolition.</p> <p>3. Pave, apply water daily, or, as appropriate, apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.</p> <p>4. Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas and sweep streets daily (with water sweepers) if visible soil material is deposited onto the adjacent roads.</p> <p>5. Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas that are inactive for 10 days or more).</p> <p>6. Enclose, cover, water twice daily, or apply (non-toxic) soil binders to exposed stockpiles.</p> <p>7. Limit traffic speeds on any unpaved roads to 15 mph.</p> <p>8. Install sandbags or other erosion control measures to prevent silt runoff to public roadways.</p> <p>9. Replant vegetation in disturbed areas as quickly as possible.</p> <p>10. Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site.</p> <p>11. Install wind breaks, or plant trees/vegetative wind breaks at the windward side(s) of construction areas.</p> <p>12. Suspend excavation and grading activity when winds exceed 25 mph and dust clouds extend beyond construction areas.</p> <p>13. Limit the area subject to excavation, grading, and other construction activity at any one time.</p> <p>14. Properly maintain construction equipment and avoid unnecessary idling near residences.</p> <p>15. Where feasible, 20 percent of the heavy-duty off-road equipment included in the construction inventory shall be powered by CARB certified off-road engines (i.e., 175hp-750hp, 1996 and newer engines; 100hp-174hp, 1997 and newer engines, and 50hp-99hp, 1998 and newer engines). Construction contractors will maintain records to demonstrate compliance.</p> <p>16. Where reasonable and feasible, use cleaner burning (low NOx and low PM) diesel fuels.</p> <p>17. At least once per month, the City of Dixon Engineering Dept. Department shall ensure that construction mitigation measures are in place.</p>				
3.5-B.1	<p>The following mitigation measures would indirectly reduce air pollutant emissions. The City should consider requiring these design recommendations as Specific Plan development standards.</p> <p>1. Pedestrian facilities. Pedestrian access should be maximized for each project within the plan area. Developers should provide pedestrian egress at the ends of cul-de-sacs wherever feasible. Similarly, access should be provided from medium/high density residential homes to the shopping area facing Gateway Drive.</p> <p>2. Street standards. To encourage walking and bicycling, the City could require narrower streets. The City may wish to consider limiting on-street</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: The City may require any or all of these recommendations when adopting the Final Specific Plan</p>	SALG and each project applicant	Engineering Dept., Community Development Dept. and Building Inspector	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	<p>parking on local streets and cul-de-sacs. However, it is recognized that the City may determine that narrower streets are not desirable due to safety and emergency access needs. If long road sections are allowed, then traffic calming features should be incorporated into the design.</p> <p>3. Safe crossing points. Safe crossings should be designated at all intersections along Gateway Drive, North Parkway, and South Parkway. These crossings should utilize well-marked crosswalks, where warranted, and a central median (refuge). These safe crossings should be developed with input from the Dixon Unified School District.</p> <p>4. School transit. Because parents driving children to and from school is a major source of local trips, the City could require that developers finance school bus service to serve all projects within the plan area.</p> <p>5. Commuter facilities. The park and ride facility described in Policy 6.4.3 of the Draft Specific Plan shall be developed. The City shall determine the location and size of this facility. Consistent with Implementation Program 6.4a of the Draft Specific Plan, commercial facilities within 0.5 mile of Interstate 80 should designate 5 percent or more of their peripheral parking spaces for park and ride use. These spaces should be near Interstate 80 on and off ramps.</p> <p>6. Transit infrastructure. Consistent with Implementation Program 6.4b of the Draft Specific Plan, provide bus turnouts, covered benches, signage, and other facilities that serve local residents. The City and local transit providers should determine the location of these facilities.</p>				
3.5-B.1 continued	<p>7. Shade trees and landscaping. Trees (approved by the City) should be planted along streets and in parking lots sufficient to shade approximately 50 percent of the asphalt on a typical summer afternoon within 10 years.</p> <p>8. Encourage use of electrical/natural gas appliances and vehicles. For all dwelling units, provide outdoor electrical outlets and encourage use of electrical landscape maintenance equipment. Also, provide electrical outlets for recharging electrical automobiles in commercial and industrial parking lots as well as new residences. Provide 220 V outlets in each residential garage suitable for electrical auto recharging. Provide a natural gas outlet at the back of each unit.</p> <p>9. Encourage use of solar power. Consider use of solar water heating in commercial, industrial and residential units. As an alternative, use additional insulation, better windows and doors, and other energy conservation measures sufficient to reduce energy use.</p> <p>10. Woodburning restrictions. If the City adopts a policy or ordinance restricting the use of inefficient combustion wood stoves or fireplaces, based on</p>				

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	regional air quality conditions, residences or commercial establishments not yet constructed will be required to comply with the new policy or ordinance. 11. Neighborhood commercial development. To reduce motor vehicle trips, the City could consider allowing or requiring small neighborhood commercial centers (e.g., convenience market, video rentals, etc.) on the North Parkway and/or Pitt School Road.				
3.5-D.1	As a condition of approval, new projects in the Southwest Dixon Specific Plan Area shall comply with all rules of the YSAQMD regarding control of toxic air contaminants and odors.	Start: Project design Complete: Approval of Improvement Plans for all projects containing commercial or industrial development	Each applicant proposing commercial or industrial development	Community Development Dept. and Building Inspector	
3.5-D.2	All new applications for industrial and commercial projects will submit a list of all materials and processes that could possibly emit toxic air contaminants or odors into the environment. The City will request YSAQMD to review the list to determine whether there is a potential for human health risk from these materials and processes. If YSAQMD determines that there is a risk that contaminants or odors could escape into the air and potentially cause a risk or nuisance to residents in the area, a Human Health Risk Assessment shall be prepared. If that Assessment determines that emissions would result in exceedances of YSAQMD, State, or Proposition 65 standards, the project will be denied unless changes are made to reduce emissions or odors to safe levels.	Start: Project design Complete: Approval of Improvement Plans for all projects containing commercial or industrial development	Each applicant proposing commercial or industrial development	Community Development Dept. and YSAQMD	
3.5-F1 and 3.5-G.1	Carry out Mitigation Measures 3.5-A.1 and 3.5-B.1				See Mitigation Measures 3.5-A.1 and 3.5-B.1.
3.6-A.1	A design-level noise study shall be performed for all subdivision maps where noise would exceed 60 dBA Ldn. The noise study will include noise attenuation design features to reduce exterior noise levels to below 60 dBA Ldn, or to the maximum degree feasible if a level of 60 dBA Ldn cannot be achieved. If quiet pavement is proposed, the noise study shall determine whether this paving adequately reduces noise levels to below 60 dBA Ldn, or whether additional mitigation is required. A report shall be prepared for the City of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances of local streets to show that future noise levels will not exceed 60 dBA Ldn or not exceed the ambient noise caused by I-80 and the railroad.	Start: Subdivision design Complete: Approval of each Tentative Subdivision Map	Each applicant for a residential project	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.6-A.2	Incorporate noise insulation treatments in residential units as necessary to achieve "acceptable" interior noise levels. All single- and multi-family residential land uses located within the 60 dBA Ldn contour distances shall be designed such that the indoor Ldn level shall not exceed 45 dBA. The designs for housing shall be reviewed by an acoustical specialist, and the necessary noise control treatments included in the project design. All such units shall be provided forced-air mechanical ventilation systems so that windows may be closed for noise control at the occupants' discretion. Additional noise control treatments could include sound rated windows and doors. A report shall be prepared following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing proposed within the 60 dBA Ldn noise contour distances. A similar report shall be prepared for the City	Start: Subdivision design Complete: Approval of each Tentative Subdivision Map	Each applicant for a residential project	Community Development Dept.	For Phase 1, Villages 1, 2, 3

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances to show how interior noise levels will be reduced to below 60 dBA Ldn. or not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations.				
3.6-B.1	A design level noise study, as recommended for Impact 3.6-A, shall be conducted to identify feasible measures to reduce plan area-generated traffic noise to less than a 3 dBA increase along West A Street between Gateway Drive and Almond Street and along Pitt School Road between West H Street and South Parkway. Measures may include paving or re-paving with quiet pavement and/or expansion of existing soundwalls.	Start: Project design Complete: Approval of each Tentative Subdivision Map or Improvement Plan for non-residential projects	Each applicant	Community Development Dept.	For Phase 1, Villages 1, 2, 3
3.6-C.1	<p>Implement construction noise control measures at all construction sites. The following measures are recommended and should be added as implementation programs.</p> <ul style="list-style-type: none"> • Noise-generating activities at the construction site or in areas adjacent to the construction site associated in any way with new development on the plan area should be restricted to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No noise-generating construction activities within 500 feet of residences should occur on Saturdays, Sundays, or holidays. • Equip all internal combustion engine driven equipment with intake and exhaust mufflers which are in good condition and appropriate for the equipment. • Unnecessary idling of internal combustion engines should be strictly prohibited. • Avoid staging of construction equipment within 200 feet of residences and locate all stationary noise-generating construction equipment, such as air compressors and portable power generators, as far practical from existing noise-sensitive receptors. Construct temporary barriers to screen stationary noise-generating equipment when located in areas adjoining noise sensitive land uses. • Utilize "quiet" air compressors and other stationary noise sources where technology exists, and is feasibly employable. • Route all construction traffic to and from the project site via designated truck routes. Prohibit construction-related heavy truck traffic in residential areas where feasible. Prohibit construction-related heavy truck traffic in the project vicinity prior to 7:00 a.m. or after 7:00 p.m. on allowable construction days. • Control noise from construction workers' radios to the point where they are not audible at existing residences bordering the project site. • Notify residents within 500 feet of the project site of the construction schedule in writing. 	Start: Prior to construction of each project. The requirements will be included in the contract for each contractor working in the plan area. Complete: Completion of construction	Each applicant and their contractors. The Community Development Dept. Department shall designate the noise disturbance coordinator.	Community Development Dept., Engineering Dept. and Building Inspector	
	<ul style="list-style-type: none"> • Designate a "noise disturbance coordinator" who would be responsible for responding to any local complaints about construction noise. The disturbance coordinator would determine the cause of the noise complaint (e.g., starting too early, bad 				

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	muffler, etc.) and would require that reasonable measures warranted to correct the problem be implemented. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule. (The City should be responsible for designating a noise disturbance coordinator and the individual project sponsor should be responsible for posting the phone number and providing construction schedule notices.)				
3.6-D.1	An acoustical study prepared by a qualified acoustical consultant will be required for any proposed hotels or motels. The study will recommend design-level mitigation measures to provide acceptable interior levels within the guest rooms.	Start: Project design Complete: Adoption of Improvement Plan for any project containing a hotel or motel.	Each applicant proposing a hotel or motel	Community Development Department	
3.6-D.2	An acoustical study prepared by a qualified acoustical consultant will be required for any other type of non-residential land use. This study will identify all on-site noise sources, including groundborne noise and vibrations, generated by the project and the effect on nearby residences. On-site noise generated by the proposed project will not be allowed to create additional noise at nearby residences that would exceed 60 dBA Ldn in the outdoor living space or 45 dBA Ldn in interior living spaces. If the noise levels at existing residences exceed 60 dBA Ldn prior to project operation, then the project-generated noise would not be allowed to exceed the then existing Ldn. The acoustical study may recommend mitigation measures that would reduce noise impacts to the acceptable levels described above. Groundborne vibrations will not be allowed to be noticeable at the nearest residence. The acoustical study shall also examine periodic noise events such as back-up beepers, idling delivery trucks, and periodic machine noise. Design-level mitigation measures shall be included to ensure that nearby residents are not exposed to periodic noise occurring on a regular basis.	Start: Project design Complete: Adoption of Improvement Plan for each non-residential project. The City will monitor to ensure that design-level mitigations are implemented.	Each applicant for a non-residential project	Community Development Department	
3.6-D.3	Construct ballfields on the community park site as near the south end of the park site as feasible. If an alternate location is proposed closer to West A Street, the City will consider appropriate mitigation measures to reduce noise to nearby residents during the design and approval process for the ballfields.	Start: Park design Complete: Approval of park plan	City	Recreation and Community Services Dept.	
3.6-D.4	As part of the project-level CEQA review for the future arterial between Pitt School Road and South First Street, conduct an acoustic analysis of the effects of traffic on that street on residences near the street. If noise levels would increase ambient noise levels by greater than 3 dBA Ldn, require the use of quiet pavement or other noise reduction techniques that reduce the noise increase to less than 3 dBA Ldn, or provide soundwalls or berms between the road and residences to reduce the noise increase to less than 3 dBA Ldn.	Start: Road design Complete: Approval of road plan	City	Engineering Dept.	
3.6-D.5	Insulate the pump at the Southwest Water Facility so that it does not exceed ambient noise levels (including freeway and railroad noise) at the nearest residential property.	Start: Pump design Complete: Building Permit for Southwest Water Facility. City	DSMWS (SID) City	Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
		will monitor to ensure the facility is insulated as required.			
3.6-E.1	Carry out Mitigation Measures 3.6-A to 3.6-D				See Mitigation Measures 3.6-A to 3.6-D
3.6-F.1	Carry out Mitigation Measures 3.6-A to 3.6-D				See Mitigation Measures 3.6-A to 3.6-D
3.6-G.1	Implement construction noise control measures at all construction sites as stated in Impact 3.6-C.1				
3.6-H.1	<p>Carry out the following measures for Evans Ranch:</p> <p>Construct open space buffers or noise barriers to shield common outdoor use areas in multi-family residential developments and private outdoor use areas of single-family residential units from traffic noise generated along arterial and collector roadways or noise generated by commercial land uses where noise levels exceed 60 dBA Ldn.</p> <p>The specific heights and limits of noise barriers or open space buffer zones cannot be determined until final grading plans are developed for the project. A future noise analysis will determine the height of noise barriers (expected to be between six and fourteen feet, assuming the noise source, barrier, and outdoor use areas are at the same elevation). The final design of the noise barriers will be reviewed by an acoustic engineer prior to approval of the subdivision map for the project. A report shall be prepared for the City of Dixon for all single-family residential units proposed within the 60 dBA Ldn noise contour distances to show that future noise levels will remain below 60 dBA Ldn or not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations.</p> <p>Alternatively, pave or re-pave streets with "quiet" pavement. A design-level acoustical study will be conducted to show whether such paving reduces traffic-generated noise on local streets to less than 60 dBA Ldn or does not exceed ambient noise levels generated by traffic on I-80 and by the railroad operations. It is possible that noise barriers may not be required on all or some of the affected streets if such alternate methods are employed.</p>	<p>Start: Residential project design</p> <p>Complete: Approval of Tentative Subdivision Map for Evans Ranch. The City shall monitor to ensure that the design level noise mitigations are implemented.</p>	Evans Ranch residential project applicant	Community Development Dept.	
3.6-H.2	<p>Carry out the following measure for Evans Ranch:</p> <p>Incorporate noise insulation treatments in residential units as necessary to achieve "acceptable" interior noise levels. All single- and multi-family residential land uses located within the 60 dBA Ldn contour distances should be designed such that the indoor Ldn level shall not exceed 45 dBA. The designs for housing shall be reviewed by an acoustical specialist and the necessary noise control treatments included into the project design. All such units shall be provided forced-air mechanical ventilation systems so that windows may be closed for noise control at the occupants' discretion. Additional noise control treatments could include sound rated windows and doors. A report shall be prepared following the requirements of Title 24, Part 2 of the California Administrative Code for all multi-family housing proposed within the</p>	<p>Start: Residential project design</p> <p>Complete: Approval of Tentative Subdivision Map for Evans Ranch. The City shall monitor to ensure that the design level noise mitigations are implemented. A report shall be submitted following the requirements of Title 24, Part 2 of the California</p>	Evans Ranch residential project applicant	Community Development Dept	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	60 dBA Ldn noise contour distances.	Administrative Code for all multi-family housing proposed within the 60 dBA Ldn noise contour distances.			
3.6-I & 3.6-J	Carry out Mitigation Measures 3.6-H.1 and 3.6-H.2 for Orchard Estates. If sound barriers are required, they would need to be between six and nine feet tall.	Start: Residential project design Complete: Approval of Tentative Subdivision Map for Orchard Estates. Monitoring will be done as indicated in 3.6-H1 and 2.	Orchard Estates project applicant	Community Development Dept.	
3.6-K	Carry out Mitigation Measures 3.6-H.1 and 3.6-H.2 for Dixon Ridge. If sound barriers are required, they would need to be between six and thirteen feet tall.	Start: Residential project design Complete: Approval of Tentative Subdivision Map for Dixon Ridge. Monitoring will be done as indicated in 3.6-H1 and 2.	Dixon Ridge project applicant	Community Development Dept.	
3.6-M.1	The same mitigation measures recommended for Impact 3.6-B will apply. It is possible that the use of quiet pavement could reduce year 2005 cumulative noise impacts to less than a 3 dBA increase. If use of this pavement does not adequately reduce noise, then sound barriers could be required due to the combination of plan area buildout and other new development in the City. The City will monitor traffic noise on the affected streets and determine if and when sound barriers are needed. Specific Plan area developers and other new development generating traffic on the affected streets will pay for this monitoring. If sound walls are required, they will be financed by Specific Plan area developers and other new development.	Start: Residential project design Complete: The noise study will be completed prior to approval of each Tentative Subdivision Map or Improvement Plan for non-residential projects. Repaving of streets off the plan area will be completed per the schedule established in the noise study. If repaving does not reduce noise sufficiently, City monitoring of noise will continue until buildout of the plan area or installation of appropriate sound barriers.	Each project applicant is responsible for a noise study and fair share of repaving costs. [City must determine fair share] City is responsible for traffic monitoring (if warranted)	Engineering Dept.	For Phase 1, Villages 1, 2, 3

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.7-A.1	<p>The following mitigations will be added as Implementation Programs under Goal 2.2 of the Specific Plan.</p> <ol style="list-style-type: none"> 1. Prior to approval of development in the area designated Employment Center a landscaping plan for the Interstate 80 frontage shall be designed by a qualified landscape architect. This plan shall include provisions for the following: <ol style="list-style-type: none"> a. The species of trees to be planted will be trees capable of growing and surviving in the Dixon climate. b. The trees will be capable of growing to a height of at least 30-feet tall within the shortest time feasible, but no more than ten years. c. Trees shall be planted close enough together to provide thorough screening. Alternatively, the trees that will eventually provide canopy screening can be interplanted with shrubs or small trees in the foreground that will provide dense screening from 6-12 feet in height. d. The City should consider whether the landscaping should provide more than a "screen." Given the importance of this freeway frontage, the landscaping plan should include a variety of native and non-native shrubs west of the trees. These shrubs should include flowering species. The City may also wish to require plantings of native and non-native wildflowers west of the shrubs to provide additional color and visual interest. e. The landscaping plan shall show how each of these landscape components would be placed within the landscaping buffer. If the City requires more than simply a line of screening trees, then the buffer may need to be widened in order to provide foreground flowers, midground flowering shrubs and small trees, and background taller evergreen trees. The width of the landscaping buffer will be determined once a satisfactory landscaping plan is designed and adopted by the City. In some locations, it is expected that the buffer would need to be at least 50-feet wide. f. A complete fertilization, irrigation, and landscape maintenance program shall be included for all landscape components. 	<p>Start: Development of the Final Specific Plan and project design for the area designated Employment Center</p> <p>Complete: Approval of Improvement Plan for the Employment Center area</p>	<p>SALG responsible for inclusion in the Final Specific Plan.</p> <p>Project applicant for Employment Center property</p>	<p>Community Development Dept.</p>	
3.7-A.2	<p>The Specific Plan shall identify which entity is responsible for the planting of the Interstate 80 frontage landscaping and its maintenance. The responsible entity will ensure that all trees and shrubs that die are replanted within the next growing season. Maintenance and replanting of dead or diseased trees and shrubs will be the responsibility of the responsible entity for at least 10 years or whatever duration determined desirable by the City of Dixon. Similarly, if wildflowers or other flowering herbaceous species are required for the foreground portion of the landscape buffer, the responsible entity will be responsible for replanting said species if they do not naturally reseed. The City will determine when the flowering plant population has declined to a point where it needs to be replanted or supplemented with additional seeding/plantings.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Ten years after the installation of the landscaping</p>	<p>SALG for including the provisions in the Final Specific Plan.</p> <p>Property owner or applicant for development of the property abutting I-80 (or another entity if the Final Specific Plan identifies another entity as responsible)</p>	<p>Community Development Dept.</p>	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.7-A.3	An overall design plan shall be prepared by the developer for the General Commercial development on the Evans Ranch property. Subsequent applications to develop other General Commercial, Highway Commercial, and Employment Center sites will be required to be consistent with the design motif of the commercial development on the Evans Ranch site unless the City determines that an alternative design motif is aesthetically pleasing and acceptable.	<p>Start: Project design for the Evans Ranch Commercial Development</p> <p>Complete: Approval of the Improvement Plan for the Evans Ranch commercial development and approval of Improvement Plans for subsequent development in the General Commercial, Highway Commercial, and Employment Center areas.</p>	Applicants for all non-residential projects	Community Development Dept.	
3.7-A.4	<p>Night lighting of non-residential buildings will be limited to the minimum number needed. Other lighting requirements include:</p> <ul style="list-style-type: none"> a. Lighted commercial signs, other than the Gateway tower sign discussed in Impact 3.7-B, should not be visible from the freeway south of West A Street. b. All lighting shall be shielded and directed downward. c. Lighting elements will be recessed within fixtures to prevent glare. d. High-angle, high-candela lighting distribution shall be prohibited. e. Lighting fixtures will be selected so they can be further shielded after installation, if a problem is identified. f. Because light trespass effects are subjective and site-specific, quantifiable criteria (such as controlling the amount of luminescence or restricting certain angles of lighting) usually cannot be identified. For this reason, project applicants shall consult a lighting design specialist to determine light source locations, light intensities, and types of light sources for all non-residential development. A lighting plan for non-residential development, roadways, and public areas shall be developed and incorporated into final project plans. 	<p>Start: Project design for all commercial/industrial development</p> <p>Complete: Design Review. City shall monitor to ensure lighting is installed per the lighting plan.</p>	Project applicants for commercial/industrial projects	Community Development Dept.,	
3.7-B.1	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Prior to Specific Plan approval, the City should determine whether the tall tower sign is allowable per the Zoning Ordinance. If the sign is not permitted, then reference to said sign should be deleted from the Specific Plan. If this sign is allowed, the sign shall be designed by a qualified architect or sign designer. The design and the information to be placed on the sign shall be subject to Design Review.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Approval of the Specific Plan. If the sign is allowed, then the mitigation would be completed at the Design Review stage.</p>	SALG Project applicant if sign allowed	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.7-B.2	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Commercial signs facing residential areas shall be limited in size and illumination so as to limit visual and light intrusion into residential areas. The signs can announce the presence of a business or subdivision but should not be so large or bright as to be visually prominent from adjacent residential areas.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>	
3.7-B.3	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>A lighting plan and the other lighting mitigations recommended under Mitigation Measure No. 4 for Impact 3.7-A shall be required.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>	
3.7-B.4	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>The landscaping along the south edge of West A Street will include shrubs and small trees planted between the larger trees proposed in the Specific Plan. The aim of this landscaping will be to provide a vegetative screen towards the commercial center and highway commercial uses. The landscaping buffer along the frontage of the commercial development shall be of sufficient width to allow screening of parked cars; this width may exceed the minimum widths set forth in the Dixon Zoning Ordinance. While the screening will not be total due to intervening streets and driveways, the resulting screening will soften the appearance of the new commercial development and parking lots. This additional landscaping will be included as a component in a landscaping plan which will be required for all new non-residential development fronting West A Street. The landscaping could also include low-growing flowering plants. All landscaping will be subject to a landscape maintenance plan.</p>	<p>Start: Finalization of the Specific Plan</p> <p>Complete: Design Review</p>	<p>SALG</p> <p>Project applicants</p>	<p>Community Development Dept.</p>	
3.7-B.5	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>An overall design plan shall be prepared by the developer for the General Commercial development on the Evans Ranch property. Subsequent applications to develop other General Commercial, Highway Commercial, and Employment Center development will be required to be consistent with the design motif of the commercial development on the Evans Ranch site unless the City determines that an alternative design motif is aesthetically pleasing and acceptable.</p>	<p>Start: Finalization of the Specific Plan and project design for the Evans Ranch Commercial Development</p> <p>Complete: Approval of the Improvement Plan for the Evans Ranch commercial development and approval of Improvement Plans for subsequent development in the General Commercial, Highway Commercial, and Employment Center areas.</p>	<p>SALG</p> <p>Applicants for all non-residential projects</p>	<p>Community Development Dept.</p>	
3.7-B.6	<p>The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan.</p> <p>Prior to development of the Community Park, a lighting plan shall be prepared consistent with Implementation Program 7.6e of the Draft Specific Plan. As far as</p>	<p>Start: Finalization of the Specific Plan and park design</p> <p>Complete: Design Review of the park and time of sale for</p>	<p>SALG</p> <p>City Recreation and Community Services Department (park</p>	<p>Community Development Dept. and Recreation and Community</p>	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	feasible, ballfield lighting shall be directed and/or shielded so as to not create glare at existing residences on the north side of West A Street and the east side of Pitt School Road south of West A Street. Developers of all residences adjacent to the community park that are to be constructed prior to full park development shall notify in writing potential buyers that a park complete with lighted ballfields will be constructed on the park site.	residences constructed prior to park completion	lighting plan) Project applicants (for projects with homes adjacent to the park built prior to park completion)	Services Dept.	
3.7-C.1	The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan. A landscaping plan shall be required for all new General Commercial and Employment Center projects. The landscaping plan will include tree screening and other landscaping similar to that described for Mitigation Measure No. 1 for Impact 3.7-A between all non-residential buildings and adjacent residential areas.	Start: Finalization of the Specific Plan Complete: Design Review of Commercial and Employment Center projects	SALG (Specific Plan) Project applicants for Commercial and Employment Center projects	Community Development Dept.	
3.7-C.2	The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan. Commercial signs facing residential areas shall be limited in size and illumination so as to limit visual and light intrusion into residential areas. The signs can announce the presence of a business or subdivision but should not be so large or bright as to be visually prominent from adjacent residential areas.	Start: Finalization of the Specific Plan Complete: Design Review of Commercial and Employment Center projects	SALG (Specific Plan) Project applicants for Commercial and Employment Center projects	Community Development Dept	
3.7-C.3	The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan. Lighting facing residential areas shall be kept to a minimum and shielded so no glare extends to residential areas.	Start: Finalization of the Specific Plan Complete: Design Review of Commercial and Employment Center projects	SALG (Specific Plan) Project applicants for Commercial and Employment Center projects	Community Development Dept.	
3.7-C.4	The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan. The Southwest Water Facility should be relocated immediately east or west of Batavia Road. If this facility is not relocated as recommended, then a design and landscaping plan shall be prepared and approved by the City. This plan shall include extensive landscaping to ensure that the tank and attendant facilities are screened to the extent possible from adjacent public streets and residences.	Start: Finalization of the Specific Plan Complete: Design Review of the Southwest Water Facility	SALG (Specific Plan) Applicant who will build the Southwest Water Facility	Community Development Dept.—and DSMWS	
3.7-C.5	The following mitigation measures shall be added as an Implementation Program under Goal 2.2, Community Design, of the Specific Plan. When constructing the new arterial connecting Pitt School Road and South First Street, provide landscaping, berms, or fencing to screen views of the new road from residences within 150 feet of that new road. The future CEQA study that will be conducted for this future project may require additional landscaping or design mitigation measures.	Complete: Approval of road plan	City of Dixon (road plan)	Community Development Dept. and Engineering Dept.	
3.7-E.1	Carry out all the above mitigation measures under 3.7-A, 3.7-B, and 3.7-C. For Mitigation Measures 3.7-B. 1 through 3.7-B.5, the improvements to West A Street shall be completed prior to approval of project occupancy.	Start: Finalization of the Specific Plan Complete: Design Review for Evans Ranch	SALG (Specific Plan) Evans Ranch applicant	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.7-E.2	The landscaping plan must include sufficient landscaping between residential units and parking lots so that parked cars will not be visible from residential units.	Start: Project design Complete: Design Review for Evans Ranch	Evans Ranch applicant	Community Development Dept.	
3.7-F.1	Carry out Mitigation Measures 3.7-B.4 and 3.7-B.6. For the recommended mitigation measures for Impact 3.7-B, the improvements to West A Street shall be completed prior to approval of occupancy of any residential unit adjacent to West A Street.	Start: Project design Complete: Design Review for the Dixon Ridge project and time of sale for residences constructed prior to park completion	Dixon Ridge applicant	Community Development Dept.	
3.8-A.1	<p>The following section shall be added to Implementation Program 5.2a:</p> <p align="center">Hazardous Materials</p> <p>Each project proposal shall provide the Solano County Department of Environmental Management with a complete list of all chemicals and other potentially hazardous materials that will be used, stored, or sold on the project site.</p> <p>If the Solano County Department of Environmental Management determines that the materials used, stored, or sold could pose a potential safety hazard, the applicant shall provide a Hazardous Materials Business Plan with the Solano County Department of Environmental Management, and the applicant shall implement the adopted plan. Such a plan will identify the plans, as applicable, for storage and use of all hazardous materials, describe the safety procedures to be employed by workers, and detail the proposed notification and emergency response actions in the event of an accidental release of chemicals from the facility. The plan shall contain similar information pertaining to the storage and use of gasoline, diesel fuel, or other fuels. Material storage areas shall include appropriate containment for hazardous materials used in the operation of each project.</p> <p>Each project will comply with all pertinent State and Federal laws regarding hazardous materials transport, handling, and storage and worker safety. Each project shall prepare any additional information requested by the Solano County Department of Environmental Management and shall comply with any additional requirements established by the City and/or the Solano County Department of Environmental Health.</p> <p>The addition described above shall also be added as Implementation Program 5.1d to ensure that the same protections are provided for commercial business that may use hazardous materials.</p>	Start: Finalization of Specific Plan Complete: Issuance of building permits for commercial and industrial projects	SALG (Specific Plan) Commercial and industrial project applicants	Fire Department	
3.8-B.1	Add the following mitigation measure as a new policy and/or implementation programs to the Specific Plan.	Start: Finalization of Specific Plan	SALG (Specific Plan) Project applicants	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	A Phase I Environmental Site Assessment of the Specific Plan area or for each project shall be prepared pursuant to the requirements set forth in ASTM E 1527-97. If this Site Assessment determines there are potential soil or groundwater contamination, the areas of contamination shall be evaluated to determine the level of remediation needed to satisfy the requirements of the Solano County Department of Environmental Management and the recommendations shall be implemented.	Complete: Approval of Improvement Plans			
3.8-B.2	Add the following mitigation measure as a new policy and/or implementation programs to the Specific Plan. Risk Assessments of each project site shall be conducted to determine the health risk from workers and residents being exposed to chemical residues in the soil. Even if those Risk Assessments determine that chemical residue levels are not a significant health risk and are below Proposition 65 no significant risk levels, the City may require that Engineering Dept. controls, as recommended by the Solano County Department of Environmental Management, and warnings to workers and future residents be implemented.	Start: Finalization of Specific Plan Complete: Approval of Improvement Plans	SALG (Specific Plan) Project applicants	Community Development Dept.	
3.8-C.1	In addition to the 100-foot spray restriction imposed on agricultural operations under County Permit Condition G, the following buffers will be provided to protect residential property or parkland in each specified segments of the Specific Plan area. Each buffer is required only if at the time of final map approval the adjacent agricultural operation uses Category One or Two materials. Alternatively, where a developer cannot provide a buffer on-site, he/she may obtain an easement, in a form acceptable to the City, placing all or part of the buffer on the adjacent farmland. The easement shall bind the farmland owner to move the point of spraying Category One or Two materials further away than the 100-foot line required by Permit Condition G. a. Evans Ranch: The proposed detention basin shall serve as an added buffer along the southern boundary. If the basin is not built as wide as planned or does not extend across the entire southern boundary, a buffer similar to that described in item 1.b below shall be provided. b. Clark Ranch: A planned detention basin on the west will serve as an added buffer along the southern boundary. An existing residence on the east is not part of the project and will serve as a buffer for new homes to the north. In between, an added buffer shall be provided along the southern boundary measuring 75 feet wide, which shall be subject to such use restrictions imposed at the time of tentative map approval as the City deems necessary. When adjacent agricultural operations spraying Category One or Two materials cease, the use restrictions shall terminate. c. Dixon Ridge: The right of way for South Parkway shall serve as sufficient added buffer along the southern boundary. See item 1.f below regarding the eastern boundary. d. Steil Property: Future development on this property shall provide an added buffer along its boundary with farmland outside the Specific Plan area similar to that described in item 1.b above. e. Orchard Estates – Sanders Property: The right of way for South	Start: Finalization of Specific Plan Complete: Approval of Tentative Subdivision Maps for projects abutting southern boundary of plan area.	SALG (Specific Plan) Project applicants	Community Development Dept.	For Phase 1, Villages 1, 2, 3

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	Parkway shall serve as sufficient added buffer along the southern boundary. For the portion east of South Lincoln Street, an added buffer similar to that described in item 1.b. above shall be provided unless the developer documents to the City's satisfaction that the adjacent land is not used, intended to be used, or feasible for commercial agricultural operations using Category One or Two materials, or that the characteristics of the land and its ownership make such use infeasible or impractical.				
	f. Internal Development: Land within the Specific Plan area is considered only temporarily available for continued agricultural operations and is treated as part of the urbanizing area. Development adjacent to any such agricultural operations does not require any additional buffer similar to item 1.b above to be and is considered adequately protected by the Permit Condition G spray restrictions. g. Agricultural use of Category One and Two materials shall be discontinued on residentially designated property once residential development commences on any portion of said property.				
3.8-C.2	Revise Implementation Program 3.1b of the Specific Plan to incorporate the following mitigation measure: If pedestrian paths and/or bike lanes are provided along South Parkway or any other part of the southern boundary of the Specific Plan area, then the pedestrian and bicycle facilities shall be signed to warn users of spray operations when Category One or two materials will be sprayed within 200 feet of the path or bike facility. Signs shall be placed at each street intersecting South Parkway or providing access to the path or bike facility. Southwest Dixon Specific Plan policies shall be modified to permit sign posting on Specific Plan properties.	Start: Finalization of Specific Plan Complete: Approval of Tentative Subdivision Maps for projects that include South Parkway or southern boundary frontage. If signing is required, it will be done until such time as commercial agriculture using listed chemicals ceases adjacent to the southern boundary in that location.	SALG (Specific Plan) Police Dept. (signs)	Community Development Dept. Police Dept.	
3.8-D.1	Carry out Mitigation Measures 3.8-C.1 and 3.8-C.2				See Mitigation Measures 3.8-C.1 and 3.8-C.2
3.8-E.1	Carry out Mitigation Measures 3.8-B.1 and 3.8-B.2				Mitigation Measures 3.8-B.1 and 3.8-B.2
3.8-F.1	Carry out Mitigation Measure 3.8-A.1				X
3.8-G.1	Carry out Mitigation Measures 3.8-C.1 and 3.8-C.2				
3.9-C.1	Require preparation of (a) a Project Housing Strategy that specifies project housing affordability goals, and (b) an associated Housing Mix and Affordability Monitoring Program that evaluates progress in meeting affordability goals. Incorporate these documents into the affordable housing provisions of the applicable development agreements. The responsibility for preparation of the strategy and program will be determined as part of the master development agreement for the plan. The Project Housing Strategy should identify (a) the City's remaining affordable	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan/Master Development Agreement	SALG and/or the City Plan	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	housing needs, based on ABAG's housing needs determinations; and (b) fair share housing responsibilities and mechanisms that will be incorporated into future development plans for individual properties within the Specific Plan area. The Housing Mix and Affordability Monitoring Program should consist of an annual report. The results of these annual reports should be considered in the review and approval of future individual project subdivision plans.				
3.9-E.1	Require the applicant to revise the Specific Plan to include an additional 144 MF units (so that 20 percent (244 units) of the proposed 1,221 total housing units are multi-family) for a total of 1365 units (Measure B Alternative).	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan/Master Development Agreement	SALG	Community Development Dept.	
3.9-E.2	Require preparation of a Project Housing Strategy and a Housing Mix and Affordability Monitoring Program, as specified in the mitigation measure for Impact 3.9-C above, to provide a mechanism for ensuring "development of multi-family housing concurrently with the development of any single-family housing," as required by the Measure B implementing ordinance (City of Dixon, Ordinance No. 02-003, Section 1.01(k)). The responsibility for preparation of the strategy and program will be determined as part of the master development agreement for the plan.	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan/Master Development Agreement	SALG and/or the City	Community Development Dept.	
3.9-E.3	Address compliance with Measure B growth limitations in a future master development agreement(s) or for individual development agreements for individual projects within the plan area.	Start: Finalization of Specific Plan Complete: Approval of the Specific Plan or Tentative Subdivision Maps (if the issue is not addressed in the Specific Plan)	SALG and/or residential project applicants	Community Development Dept.	
3.10-A.1	Each developer will acquire off-site land or a conservation easement on such land within the Dixon Planning Area or within a ten-mile radius of the City, or each developer will participate in the City's master agricultural conversion program. Each developer will pay the fee established for this program at the time of the City's approval of the tentative subdivision map or as otherwise specified in a development agreement. If the developer opts to purchase land, the developer can re-sell the land to an agricultural operator or other party so long as a conservation agreement acceptable to the City is granted to the City or an agency or organization acceptable to the City. Alternatively, the developer can purchase a conservation easement which is acceptable to the City and grant this conservation easement to the City or an agency or organization acceptable to the City.	Start: Project design Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for nonresidential projects)	Project applicants	Community Development Dept.	
3.10-B.1	Carry out Mitigation Measure 3.8-C.1 and 3.8-C.2				See Mitigation Measure 3.8-C.1 and 3.8-C.2
3.10-C.1	Carry out Mitigation Measure 3.7-C.4				See Mitigation Measure 3.7-C.4
3.10-D.1	Carry out Mitigation Measure 3.10-A.1, 3.8-C.1 and 3.8-C.2				Mitigation

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
					Measure 3.10-A.1, 3.8-C.1 and 3.8-C.2
3.10-F.1	<p>Modify the proposed Design Guidelines and Standards (Specific Plan Appendix A) to include the following guideline (which is already provided for highway commercial use – see Specific Plan Appendix A, page A-19):</p> <p>“Provide a satisfactory buffer where community commercial or employment center use adjoins multi-family residential use. A minimum planter width of five feet is needed, with plantings which will provide a 15-foot high evergreen screen within five years. To avoid glare problems affecting neighboring residential use, lighting on community commercial or employment center property shall be strictly controlled in keeping with the Zoning Ordinance. Organize use of the property so that trash collection areas and other noise-producing activities are located away from the common property boundary with residential use.”</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Specific Plan</p>	SALG	Community Development Dept.	
3.10-J.1	<p>Add a section to Implementation Program 2.2a of the Draft Specific Plan that requires that design criteria and development standards be prepared for individual projects for areas where residential development would adjoin arterial or collector streets. These design criteria shall reflect the mitigation measures recommended in Sections 3.4, Traffic and Circulation, 3.5, Air Quality, 3.6, Noise, and 3.7, Aesthetics of this EIR.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Approval of Specific Plan</p>	SALG	Community Development Dept.	
3.10-K.1	<p>As a condition of approval for development on the Schroeder property, require applicant compliance with SID requirements for undergrounding or fencing of the Weyand Canal.</p>	<p>Start: Project design for the Schroeder property</p> <p>Complete: Approval of Improvement Plan for Schroeder property</p>	Project applicant	SID and Community Development Dept.	
3.10-K.2	<p>As a condition of approval for development on the Andrews-Dixon (Evans Ranch) property, require applicant compliance with safety measures (e.g., fencing, setbacks) adjacent to the proposed Batavia and West Ponds.</p>	<p>Start: Project design for Evans Ranch</p> <p>Complete: Approval of Evans Ranch Tentative Map</p>	Evans Ranch applicant	Community Development Dept.	
3.10-N.1	<p>Carry out Mitigation Measure 3.10-F.1, and apply the relevant performance standards and design guidelines to the Evans Ranch project. Also carry out mitigation measures recommended for Impact 3.6-G</p>	<p>Start: Project design for the Evans Ranch project</p> <p>Complete: Approval of Evans Ranch Tentative Map and Improvement Plan (for non-residential development)</p>	Project applicant	Community Development Dept.	
3.10-R.1	<p>Carry out Mitigation Measure 3.10-J.1, and apply the relevant design criteria to the Evans Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders projects. Applicable mitigation measures for each residential development will be included within the resolution of approval specific to the impacts particular to that development.</p>	<p>Start: Project design for the Evans Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders projects</p> <p>Complete: Approval of Evans</p>	Project applicants	Community Development Dept.	For Phase 1, Villages 1, 2, 3

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
		Ranch, Dixon Ridge, Orchard Estates-Garcia, and Orchard Estates-Sanders Tentative Subdivision Maps and Improvement Plan (for non-residential development)			
3.10-S.1	As conditions of approval for the Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Maps, require that the areas adjoining the detention basin be fenced, or that the applicants demonstrate to City satisfaction that the basin is designed so as not to represent a safety risk.	Start: Project design for the Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes projects Complete: Approval of Evans Ranch and Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Maps	Project applicants	Community Development Dept.	
3.10-T.1	As a condition of approval of the Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Map, specify that the City of Dixon will not issue building permits for residential lots on the site until building permits for the Evans Ranch or Dixon Ridge sites have been issued and infrastructure has been extended to the site.	Start: Project design for the Clark Ranch Estates/Clark Property-Ryder Homes projects Complete: Approval of Clark Ranch Estates/Clark Property-Ryder Homes Tentative Subdivision Map	Project applicant	Community Development Dept.	
3.11-A.1	Ensure that the new on-site fire station is constructed, staffed, and equipped based on City policy.	Start: Finalization of Specific Plan Complete: As warranted based on City policy	Fire Dept.	City.	
3.11-A.2	Require alarm systems and sprinklers in commercial buildings as required by the local fire code.	Start: Project design Complete: Design Review	Project applicants	Fire Dept.	
3.11-B.1	Carry out Mitigation Measures 3.11-A.1 and 3.11-A.2				See Mitigation Measures 3.11-A.1 and 3.11-A.2
3.11-C.1	Carry out Mitigation Measures 3.12-A.1 to 3.12-A.11				Mitigation Measures 3.12-A.1 to 3.12-A.11
3.11-D.1	Carry out Mitigation Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11				Mitigation Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11
3.11-F.1	Carry out Mitigation Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11				Mitigation

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
					Measures 3.11-A.1, 3.11-A.2, and 3.12-A.1 to 3.12-A.11
3.12-A.1	Before the first Final Subdivision Map approval for the Specific Plan area, the Specific Plan Water Master Plan shall be completed and submitted to the DSMWS and the City of Dixon for review and approval.	Start: Project design and Specific Plan finalization Complete: Approval of First Final Subdivision Map	SALG	DSMWS Engineering Dept.	
3.12-A.2	The City and DSMWS shall update the DSMWS Water Master Plan and fee schedule, as needed (for example, if the proposed well site is moved from the Steil property, as shown in the DSMWS Water Master Plan, to another location). The location and phasing of the well and related facilities shall be described in greater detail in the Specific Plan Public Facilities Financing Plan and Capital Improvements Plan. Individual projects proposed within the plan area shall pay for the construction of the new well. Facilities required prior to build-out shall be advanced by the developer and be subject to later reimbursement or credit.	Start: Specific Plan finalization Complete: Approval of Specific Plan and approval of each Final Subdivision map or Improvement Plan (for non-residential projects)	SALG (Plan and fee update) Project applicants (funding)	DSMWS Engineering Dept.	
3.12-A.3	Before approval of each Final Subdivision Map, the project applicant shall provide confirmation that adequate fire flow will exist throughout that particular development to meet the current DSMWS City standards for fire flow and meets the approval of the City Engineer, DSMWS Engineering Dept. Staff, and Fire Chief. Before issuance of the first building permit for combustible construction in that particular development, the project applicant shall provide confirmation that adequate fire flow exists to serve that construction.	Start: Specific Plan finalization Complete: Approval of each Final Subdivision Map	Each project applicant	Fire Dept.	
3.12-A.4	In its findings for future development agreements and other approvals carrying out the Specific Plan, the City of Dixon shall address water availability in accordance with SB 610 and SB 221.	Start: Specific Plan finalization Complete: Approval of each Final Subdivision Map	City of Dixon	Community Development Dept.	
3.12-A.5	The applicant shall comply with mitigation measures identified for impacts on groundwater supply (Impact 3.2-E) in Section 3.2, Hydrology and Water Quality, of this EIR.				See Mitigation Measures in Section 3.2.
3.12-A.6	An additional well, tank booster, and pump station (“Southwest Water Facility”) are required to meet the demands of the new development. This was established in the 2000 Water Master Plan prepared by the DSMWS <u>and the 2008 Water Master Plan prepared by the City.</u> The facility shall be designed and constructed by the DSMWS <u>the City.</u> The facility shall be built at the developer’s expense. Credit for the cost of construction against the developer’s connection fees is a matter to be arranged between the developer and the DSMWS <u>City.</u>	Start: Specific Plan finalization Complete: Built and funded as determined by DSMWS <u>City</u>	DSMWS <u>City of Dixon</u> (construction) Each project applicant (funding)	DSMWS <u>City of Dixon</u>	The City’s 2008 Water Master Plan determined the tank booster is not required.
3.12-A.7	Sizing of the main water pipelines throughout the development area shall be determined by the DSMWS <u>City</u> Engineer using computer modeling, which shall be done at the developer’s expense.	Start: Specific Plan finalization	DSMWS <u>City of Dixon</u> (design)	DSMWS <u>City of Dixon</u> Engineering	For Phase 1, Villages 1, 2, 3

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
		Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant (funding)	Dept.	
3.12-A.8	Plans and specifications for the water system construction shall be submitted to the <u>DSMWS City</u> for review and approval. The <u>DSMWS City</u> plan review fees apply and shall be due upon submittal of the maps or plans for review.	Start: Specific Plan finalization Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant	<u>DSMWS City of Dixon</u> Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.12-A.9	The water distribution system shall be installed at the developer's expense. All construction shall conform to the <u>DSMWS City</u> rules, regulations, and standards. All water system construction shall be inspected by the <u>DSMWS City</u> at the developer's expense, the cost of which is not included in the <u>DSMWS City</u> connection fees. The Southwest Water Facility site shall be one acre in size unless <u>DSMWS City</u> approves a smaller size.	Start: Specific Plan finalization Complete: Approval of each Tentative Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant	<u>DSMWS City of Dixon</u> Engineering Dept.	
3.12-A.10	The developer shall pay connection fees and meter installation fees adopted by the <u>DSMWS City</u> for each service from the system.	Start: Project design Complete: Approval of building permits	Each project applicant	<u>DSMWS City of Dixon</u>	
3.12-A.11	The portions of the Orchard Estates-Sanders Property subdivision east of South Lincoln Street are to be served by Cal Water per the Settlement Agreement and Mutual General Release among the Solano Irrigation District, City of Dixon, and California Water Service Company, dated July 8, 1992 (the Settlement Agreement). Any revision of the boundary would require an amendment to the Settlement Agreement and shall be coordinated between the <u>DSMWS City</u> and Cal Water.	Start: Orchard Estates-Sanders Property design Complete: Approval of Final Subdivision Map for Orchard Estates-Sanders Property subdivision	Project applicant for Orchard Estates-Sanders Property	Community Development Dept.	
3.12-B.1	Before the first Final Subdivision Map approval and/or issuance of an occupancy permit for the Specific Plan area, the Specific Plan SID Irrigation Master Plan shall be completed and submitted to the SID and the City of Dixon for review and approval.	Start: Finalization of the Specific Plan Complete: Approval of the first Final Subdivision Map	SALG	SID Engineering Dept.	
3.12-B.2	The applicant shall be responsible for the costs of replacement of the existing Weyand Canal with an underground pipe. Alternatively, if the Weyand Canal is to be retained, the applicant shall apply for and receive approval of a variance from the SID policy requiring replacement of open canals with underground pipes in developed areas. To receive a variance from this SID policy, the developer would be required to submit a formal Letter Request for approval by the SID Board of Directors.	Start: Project design for Schroeder property Complete: Approval of Improvement Plan for the Schroeder property	Project applicant for the Schroeder property	SID Engineering Dept.	
3.12-B.3	Laterals in developed areas shall be reconstructed using rubber gasketed-reinforced concrete pipe. In addition, if agricultural irrigation service to a development area is waived or the land is detached from the SID, the capacity of the lateral through that area shall be sufficient to ensure that the rate of flow leaving the area is the same as	Start: Project design for each property containing an SID lateral	Project applicant for each property with an SID lateral	SID Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
	that entering the area.	Complete: Issuance of building permits			
3.12-B.4	The applicant shall be required to buy back any unused or abandoned SID easements that are not replaced with new rights-of-way. In all cases involving abandonment or realignment of facilities, the applicant shall enter into a standard SID Agreement for the Protection, Relocation or Reconstruction of District Facilities with the SID that specifies any required reimbursements.	Start: Project design for each property containing an SID easement ort facility Complete: Issuance of building permits	Project applicant for each property with an SID easement or facility	SID Engineering Dept.	
3.12-B.5	The applicant shall pay detachment fees for any properties detached from the SID service area. The applicant will request that the lands currently served by Cal Water be detached from Solano Irrigation District per the requirements of the Solano Irrigation District, Solano LAFCo, and the U.S. Bureau of Reclamation.	Start: Finalization of Specific Plan (detachment of Cal Water areas from SID) and project design for each property detaching from the SID service area Complete: Issuance of building permits for pertinent projects	SALG (detachment of Cal Water area) Project applicant for each property that would be detached	SID Engineering Dept.	
3.12-C.1	The project applicant shall identify any existing underground utilities prior to construction and avoid these utilities if possible. If avoiding interference with the utility is not feasible, the project applicant shall coordinate with the utility in question to alleviate the interference.	Start: Project design Complete: Issuance of building permits	Project applicants	Engineering Dept.	
3.12-C.2	Address the width and reconstruction of South Lincoln Street between the plan area as described in Mitigation No. 1 for Impact 3.2-C.				
3.12-D.1	Carry out Mitigation Measures 3.12-A.1 to 3.12-C.2				See Mitigation Measures 3.12-A.1 to 3.12-C.2
3.12-E.1	Carry out Mitigation Measures 3.12-A.1 to 3.12-C.2				See Mitigation Measures 3.12-A.1 to 3.12-C.2
3.13-A.1	Before the first Final Subdivision Map approval for the Specific Plan area, the Specific Plan Sanitary Sewer Master Plan shall be completed and submitted to the City of Dixon for review and approval.	Start: Finalization of Specific Plan Complete: Approval of first Final Subdivision Map	SALG	Engineering Dept.	
3.13-A.2	Before approval of each Tentative Subdivision Map, the City of Dixon shall ensure that adequate sewer capacity is or will be available in the conveyance system and at the wastewater treatment plant.	Start: Finalization of Specific Plan Complete: Approval of each Tentative Subdivision Map	City of Dixon (identify expansion needs)	Engineering Dept.	For Phase 1, Villages 1, 2, 3
3.13-A.3	As a condition of approval of any Tentative Subdivision Map in which wastewater generated from development would exceed treatment or conveyance capacity, the project applicant shall agree to pay their fair share, in accordance with the AB 1600 fee program, of the wastewater treatment and collection facilities improvements identified by the City of Dixon as needed to serve that development.	Start: Finalization of Specific Plan Complete: Approval of any Tentative Subdivision Map that would exceed treatment or	City of Dixon (identify expansion costs and fees) Project applicant (funding)	Engineering Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
		conveyance capacity			
3.13-A.4	Address the width and reconstruction of South Lincoln Street as described in Mitigation No. 1 for Impact 3.2-C.				See Mitigation Measure 3.2-C1.
3.13-B.1	The Specific Plan shall require that the sewer collection system be designed to reduce the potential for groundwater infiltration. The design shall comply with criteria established by the City, when such criteria are adopted. If such criteria have not been adopted before the first Tentative Subdivision Map approval for the plan area, each individual project shall identify specific design features that will be incorporated into wastewater line design and installation to minimize groundwater infiltration into the conveyance line and the wastewater treatment plant to ensure that these facilities are not adversely affected.	Start: Finalization of Specific Plan Complete: Approval of Specific Plan or approval of each Tentative Subdivision Map if criteria have not been adopted	City of Dixon (establish criteria) SALG (Specific Plan) Each project applicant (until criteria are adopted)	Engineering Dept.	X
3.13-B.2	Off-site infrastructure connections to the wastewater treatment plant shall be constructed at the start of project construction.	Start: Finalization of Specific Plan Complete: Prior to issuance of any building permits	SALG or Specific Plan-designated responsible applicants	Engineering Dept.	
3.13-C.1	The project applicant shall identify any existing underground utilities prior to construction and avoid these utilities if possible. If avoiding interference with the utility is not feasible, the project applicant shall coordinate with the utility in question to alleviate the interference.	Start: Project design Complete: Prior to issuance of any building permits	Project applicants	Engineering Dept.	
3.13-C.2	Address the width and reconstruction of South Lincoln Street as described in Mitigation No. 1 for Impact 3.2-C.				See Mitigation Measures 3.2-C1
3.13-D.1	The mitigations recommended for Impacts 3.13-A to 3.13-C apply.				See Mitigation Measures 3.12-A through C.
3.13-E.1	The mitigations recommended for Impacts 3.13-A to 3.13-C apply.				See Mitigation Measures 3.12-A through C.
3.14-A.1	Project developers shall comply with adopted City standards set forth in the Police Department Strategic Plan.	Start: Project design Complete: Prior to issuance of any building permits	Project applicants	Police Dept.	
3.14-A.2	As part of the Tentative Subdivision Map approval process for each development within the Specific Plan area, require applicant compliance with Police Department requirements for street layout and emergency access. This measure would assist in carrying out Specific Plan Policy 7.7.3. The Police Department would work in conjunction with the Engineering Department and Fire Department.	Start: Project design Complete: Each Tentative Subdivision Map	Project applicants	Police Dept. Engineering Dept. Fire Dept.	For Phase 1, Villages 1, 2, 3
3.14-A.3	Before approval of any Final Subdivision Map in the Specific Plan area, require applicant compliance with Police Department requirements for (a) emergency access and surveillance (e.g., visible building entries), (b) distinct street names, and (c) visible address numbers. This measure would assist in carrying out Specific Plan Policies 7.7.3 and Implementation Program 7.7c. The Police Department would work in conjunction with the City Clerk and Fire Department.	Start: Project design Complete: Each Final Subdivision Map	Project applicants	Police Dept. Engineering Dept. Fire Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
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	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
				City Clerk	
3.14-B.1	Mitigation measures recommended for Impact 3.14-A would resolve the potential inconsistencies with Dixon General Plan policies.				See Mitigation Measure 3.13-A
3.14-C.1	Carry out mitigation measures recommended for Impact 3.14-A.				See Mitigation Measure 3.13-A
3.14-D.1	Carry out mitigation measures recommended for Impact 3.14-A.				See Mitigation Measure 3.13-A
3.16-A.1	Revise Specific Plan Implementation Program 7.6a to state as follows: "Require developers of new residential subdivisions in Southwest Dixon to dedicate land and to pay fees for the development of parkland, or to pay a comprehensive fee in lieu of dedication for the acquisition and development of recreation facilities to serve the new population, in accordance with Dixon General Plan, Parks Master Plan, Subdivision Ordinance, the Quimby Act, and Assembly Bill (AB) 1600 fee requirements."	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	X
3.16-A.2	Further revise Specific Plan Implementation Program 7.6a to delete the following two sentences, which are not necessary and may create confusion in determining applicable parkland dedication requirements: "Based on this standard, and baseline densities, a minimum of 18.3 acres of parkland would be required for residential buildout of the Plan Area. The Specific Plan proposes a total of 22.47 acres of parkland, including neighborhood and community parks."	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	
3.16-A.3	Carry out mitigation measures identified for Impact 3.16-B.				See Mitigation Measure 3.13-B
3.16-A.4	Revise Specific Plan Implementation Program 7.6e to state as follows: "...The Master Lighting Plan shall require approval with or prior to any tentative subdivision maps for adjacent properties in the Plan Area and shall be approved by the City.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	
3.16-B.1	Revise the Specific Plan land use map to increase the size of the neighborhood park site to three acres, and make corresponding revisions to the Specific Plan text.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	
3.16-C.1	Require each project to comply with the parkland dedication/acquisition and development fee requirements levied by the City of Dixon in accordance with the City's Subdivision Ordinance and Assembly Bill (AB) 1600.	Start: Project design Complete: Approval of each Final Subdivision Map or Improvement Plan (for non-residential projects)	Each project applicant	Community Development Dept.	
3.16-C.2	Revise the Orchard Estates-Sanders tentative subdivision map to increase the size of the neighborhood park to three acres, in accordance with the Dixon Parks Master Plan.	Start: Project design for the Orchard Estates-Sanders property Complete: Approval of Tentative Subdivision Map for	Orchard Estates-Sanders applicant	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
		the Orchard Estates-Sanders property			
3.16-C.3	Require each project to comply with applicable Specific Plan provisions and mitigation measures identified for Impacts 3.16-A and 3.16-B.				
3.16-D.1	Carry out mitigation measures recommended for Impacts 3.16-A through 3.16-C.				See Mitigation Measures 3.16-A through C.
3.19-A.1	The following should be added to the Specific Plan as implementation measures. Prior to approval of tentative subdivision maps for any property containing a structure over 50 years old on the Specific Plan area, a qualified architectural historian will conduct a preliminary assessment of each structure to determine whether its structural integrity is intact (i.e., that it has not been modified, thereby destroying its historic integrity). If the structural integrity remains, then the architectural historian will prepare a Historic Evaluation Report on each of those structures. This Evaluation will include a discussion of the construction of the building, an architectural description, an architectural evaluation, drawings of the building and its important features, and photographs to document the structure. Once this Historic Evaluation Report is completed and accepted by the City, the structures can either be demolished, restored, rehabilitated, reconstructed, or moved. If the structure is restored, reconstructed, or rehabilitated, the work shall comply with the Secretary of Interior's <i>Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings</i> or the <i>Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings</i> .	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan and approval of each Tentative Subdivision Map for each property	SALG Each project applicant	Community Development Dept.	
3.19-A.2	Where feasible, future developers should strive to preserve any building identified as a historical resource.	Start: Project design Complete: Approval of Final Subdivision Map for pertinent properties	Each project applicant with historical resources	Community Development Dept.	
3.19-A.3	Where feasible, historical resources that cannot be preserved <i>in situ</i> should be moved to the proposed park, functional buffer areas, and/or Specific Plan area entryways.	Start: Project design Complete: Approval of Final Subdivision Map for pertinent properties	Each project applicant with affected historical resources	Community Development Dept.	
3.19-B.1	Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. In the event that archaeological artifacts are encountered during project construction, work in the area shall halt until a qualified archaeologist evaluates the nature and significance of the find.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	
3.19-B.2	Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan. If archaeological artifacts are encountered, a qualified archaeologist shall monitor subsequent excavations and spoils in the vicinity of the find for additional archaeological resources.	Start: Finalization of Specific Plan Complete: Adoption of Specific Plan	SALG	Community Development Dept.	

**MITIGATION MONITORING AND REPORTING PROGRAM
(Continued)**

	MITIGATION MEASURE	IMPLEMENTATION PHASE	PARTY RESPONSIBLE FOR IMPLEMENTATION	PARTY RESPONSIBLE	COMPLETED
3.19-B.3	<p>Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan.</p> <p>If the archaeologist determines the discoveries are of importance, the resources shall be properly recovered and curated. The archaeologist shall prepare a summary outlining the methods followed and summarizing the results of the mitigation program. The report shall outline the methods followed, list and describe the resources recovered, map their exact locations and depths, and include other pertinent information. The lead agency shall submit the report to the appropriate Information Center and the California State Historic Preservation Officer.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Adoption of Specific Plan</p>	SALG	Community Development Dept.	
3.19-B.4	<p>Add the following mitigation measure as a policy or implementation programs to Chapter 3 of the Specific Plan.</p> <p>In the event that human remains are encountered, the state shall contact the Solano County Coroner in accordance with Section 7050.5 of the State Health and Safety Code.</p>	<p>Start: Finalization of Specific Plan</p> <p>Complete: Adoption of Specific Plan</p>	SALG	Community Development Dept.	
3.19-C.1	The mitigation measure recommended for Impact 3.19-A will apply to each project.				
3.19-D.1	The same mitigations required for Impact 3.19-B will apply.				

EXHIBIT J:
Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY AND

WHEN RECORDED RETURN TO:

City of Dixon
600 East A St.
Dixon, CA 95620
Attention: City Clerk

Recording fees exempt (Gov. Code §§ 6103, 27383) (Space above line for recorder's use only)

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT ("Agreement") is made and entered into as of _____, 20__ ("Effective Date"), by and between _____, a _____ ("Assignor") and _____ ("Subsequent Landowner").

RECITALS

A. Assignor has entered into an Amended and Restated Master Development Agreement (the "Agreement") with the City of Dixon, dated _____, 20__, which was recorded on _____, 20__ as Document No. _____ in Book _____, Page _____ of the Official Records of Solano County, California, pursuant to which Assignor agreed to develop certain property more particularly described in the Agreement as the portion of the "Subject Property" identified as _____ and subject to certain terms and conditions set forth in the Agreement.

B. Assignor and Subsequent Landowner have agreed to assign Assignor's interests in [all or a portion of] _____ by a deed or other written instrument, which [was or will be] recorded in the Official Records of Solano County, California, on , 20__, as Document No. _____ in Book _____, Page _____ of the Official Records of Solano County (herein the "Assigned Property").

C. Subsequent Landowner desires to assume all of Assignor's rights, duties and obligations under the Agreement with respect to the Assigned Property and to relieve Assignor of all of said assigned rights, duties and obligations in reference to the Assigned Property, to the extent permitted by the Agreement.

NOW, THEREFORE, Assignor and Subsequent Landowner hereby agree as follows:

AGREEMENT

1. Assignor hereby assigns, effective as of [the Effective Date or Assignor's conveyance of the Assigned Property to Subsequent Landowner], all of the rights, title and interest of Applicant under the Agreement with respect to the Assigned Property. Assignor retains all the rights, interest, and interests under the Agreement with respect to all other property within the Subject Property owned by Assignor.

2. Subsequent Landowner hereby assumes all of the burdens and obligations of Assignor under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Assignor under the Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Property, it being the express intention of both Assignor and Subsequent Landowner that, upon the Effective Date, Subsequent Landowner shall become substituted for Assignor as a "Developer" under the Agreement with respect to the Assigned Property. Assignor acknowledges that Assignor shall remain subject to the obligations of the Agreement if Assignor retains any portion of the Subject Property subject to the Agreement.

3. All of the covenants, terms, and conditions of the Agreement and set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

4. Subsequent Landowner's address for all notices, as described in Section 1.09 of the Agreement, shall be as follows:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the above-referenced Effective Date.

ASSIGNOR:

_____, a

SUBSEQUENT LANDOWNER:

_____, a

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPROVED:

City Manager

**EXHIBIT K:
Adopting Ordinance**