

West's Annotated California Codes  
Government Code (Refs & Annos)  
Title 3. Government of Counties (Refs & Annos)  
Division 4. Employees (Refs & Annos)  
Part 1. General (Refs & Annos)

West's Ann.Cal.Gov.Code § 31010

§ 31010. Municipal advisory council; resolution; submission to voters

**Currentness**

The board of supervisors of any county may by resolution establish and provide funds for the operation of a municipal advisory council for any unincorporated area in the county to advise the board on such matters which relate to that area as may be designated by the board concerning services which are or may be provided to the area by the county or other local governmental agencies, including but not limited to advice on matters of public health, safety, welfare, public works, and planning. Unless the board of supervisors specifically provides to the contrary, a municipal advisory council may represent the community to any state, county, city, special district or school district, agency or commission, or any other organization on any matter concerning the community. The board may pay from available funds such actual and necessary expenses of travel, lodging, and meals for the members of the council while on such official business as may be approved by the board.

The resolution establishing any such municipal advisory council shall provide for the following:

- (a) The name of the municipal advisory council.
- (b) The qualifications, number, and method of selection of its members, whether by election or appointment.
- (c) Its designated powers and duties.
- (d) The unincorporated area or areas for which the municipal advisory council is established.
- (e) Whether the establishment of the council should be submitted to the voters and the method for such submission; provided that if an election is required pursuant to subdivision (b), such election shall be held at the same time as an election held pursuant to this subdivision.
- (f) Such other rules, regulations and procedures as may be necessary in connection with the establishment and operation of the municipal advisory council.

**Credits**

(Added by Stats.1971, c. 348, p. 692, § 1. Amended by Stats.1975, c. 336, p. 786, § 1; Stats.1978, c. 41, p. 125, § 2.)

West's Ann. Cal. Gov. Code § 31010, CA GOVT § 31010

Current with all 2016 Reg.Sess. laws, Ch. 8 of 2015-2016 2nd Ex.Sess., and all propositions on 2016 ballot.

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End of Document

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# RESOLUTION No. 18-042

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION APPROVING AN INFRASTRUCTURE REIMBURSEMENT AGREEMENT BETWEEN THE COUNTY OF NEVADA AND KKP-LAKE OF THE PINES, LLC, REGARDING THE CONSTRUCTION AND FUNDING OF PUBLIC ROAD AND SEWER IMPROVEMENTS, AN AUTHORIZING THE CHAIR OF THE BOARD OF SUPERVISORS TO EXECUTE THE AGREEMENT

WHEREAS, KKP-Lake of the Pines, LLC (“Developer”) is in escrow to acquire an approximately 20.07 acre unimproved parcel commonly known as the Higgins Marketplace Center, State Highway 49 & Woodridge Court (APN 57-260-17), located in the unincorporated area of Nevada County (the “Property” or “Project Site”); and

WHEREAS, on April 13, 2010, the Nevada County Board of Supervisors approved an Environmental Impact Report(EIR04-001) and a Conditional Use Permit (U04-019) for the Higgins Marketplace project, an approximately 75,710 sf commercial center (collectively the “Project”); and

WHEREAS, the Project consists of four stand-alone commercial buildings, anchored by an approximately 50,000 sf grocery store (which includes expansion area) as shown in Exhibit A, attached hereto and incorporated herein by this reference; and,

WHEREAS, the Project conditions of approval require that Developer install certain off-site road improvements on Combie Road to serve the Project and mitigate certain traffic-related impacts (collectively the “Road Improvements”) and an off-site force main in Combie Road from Cascade Crossing to the intersection of Combie and Higgins Road to serve the Project and mitigate certain sewer-related impacts (collectively the “Sewer Improvements”); and

WHEREAS, the Project’s CUP expires on January 13, 2021 (“Expiration Date”) and the County believes that the Project is not entitled to any further time extensions under the County’s Land Use and Development Code except with additional discretionary County approvals; and

WHEREAS, the County maintains a General Fund Economic Development Infrastructure assignment fund in which a very limited amount of money is available to fund infrastructure projects which support commercial, industrial and other economic development projects in unincorporated areas of the County; and

WHEREAS, the County has determined that it is in the public interest to widen portions of the Combie Road Corridor regardless of whether the Project proceeds or not and, as a part of such road widening work, it is convenient to install the Road Improvements and Sewer Improvements at the same time to avoid disruption of the road after the road widening work is completed; and

WHEREAS, the County has agreed to pay for, construct and install the Road Improvements primarily using Local Traffic Mitigation Funds and Sewer Improvements using County Economic Development Infrastructure funds, both subject to certain potential reimbursements by Developer; and

WHEREAS, a County capital project fund will be established for the purpose of funding construction of the Sewer Improvements and, upon completion, the Sewer Improvements will be accepted by the Sanitation District; and,

WHEREAS, the County believes it is in the best interests of the County to encourage and incentivize Developer to either (a) expeditiously complete the Project in order to generate jobs and tax revenues for the County or (b) contribute to the cost of the Road Improvements and Sewer Improvements; and,

WHEREAS, to encourage and incentivize the expeditious completion of the Road Improvements and Sewer Improvements, Developer has agreed to make certain payments to the County as more fully set forth in this Agreement, and County has agreed to expedite construction of the Road Improvements and Sewer Improvements prior to the Expiration Date; and,

WHEREAS, the Sewer Improvements will serve certain existing developments and may also serve additional new developments adjacent to the new force main who will benefit from installation of the Sewer Improvements; and,

WHEREAS, the Developer has requested, and County has agreed, that Developer be credited for a portion of the County's cost of installing the Sewer Improvements from monies the County may collect, if any, from certain developments and new developments if those developments connect to the Sewer Improvements on or before the Credit Expiration Date, as defined in Paragraph 3.e. below; and,

WHEREAS, the parties now desire to document and memorialize their respective understandings and commitments, and to set forth the terms and conditions of their Agreement.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Nevada County Board of Supervisors that the Infrastructure Reimbursement Agreement by and between the County of Nevada and KKP-Lake of the Pines, LLC, be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors is authorized to execute the Agreement.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of January, 2018, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By:  \_\_\_\_\_

  
Edward Scofield, Chair

1/23/2018 cc: DPW\*  
AC\* (Hold)

3/07/2018 cc: DPW\*  
AC\* (Release)  
County Counsel (1)

## **INFRASTRUCTURE REIMBURSEMENT AGREEMENT**

**THIS INFRASTRUCTURE REIMBURSEMENT AGREEMENT** (“Agreement”), is made and entered into effective this 23rd day of January, 2018 (“Effective Date”), by and between the COUNTY OF NEVADA, a political subdivision of the State of California (“District”), KKP-LAKE OF THE PINES, LLC, a California Limited Liability Company (“Developer”) for the purpose of funding and constructing road and sewer improvements on and in the Combie Road Corridor. This Agreement is based on the following recitals:

WHEREAS, Developer is in escrow to acquire an approximately 20.07 acre unimproved parcel commonly known as the Higgins Marketplace Center, State Highway 49 & Woodridge Court (APN 57-260-17), located in the unincorporated area of Nevada County (the “Property” or “Project Site”); and,

WHEREAS, on April 13, 2010, the Nevada County Board of Supervisors approved an Environmental Impact Report (EIR04-001) (“EIR”) and a Conditional Use Permit (U04-019) (“CUP”) for the Higgins Marketplace project, an approximately 75,710 sf commercial center (collectively the “Project”); and,

WHEREAS, the Project consists of four stand-alone commercial buildings, anchored by an approximately 50,000 sf grocery store (which includes expansion area) as shown in Exhibit A, attached hereto and incorporated herein by this reference; and,

WHEREAS, the Project conditions of approval require that Developer install the following off-site road improvements on Combie Road to serve the Project and mitigate certain traffic-related impacts (collectively the “Road Improvements”):

1. Extend the left turn lane along the westbound Combie Road approach to Higgins Road by approximately 250 feet for additional left turn storage (MM 4.4.1c and MM 4.4.3b).
2. Extend the right turn lane a minimum of 75 feet to allow adequate queuing (MM 4.4.1c).
3. Install a traffic signal at the intersection of Combie and Higgins Road (MM 4.4.1a).
4. Construct/reconfigure the two Combie Road westbound left turn lanes at SR 49/Combie Road intersection to be a minimum of approximately 250 feet each to allow for adequate storage (MM 4.4.1b); and,

WHEREAS, the Project’s Conditions of Approval also require that Developer install an off-site force main in Combie Road from Cascade Crossing to the intersection of Combie and Higgins Road (MM 4.11.5.2a) to serve the Project and mitigate certain sewer-related impacts (collectively the “Sewer Improvements”); and,

WHEREAS, the Project’s CUP expires on January 7, 2021 (“Expiration Date”) and the County believes that the Project is not entitled to any further time extensions under the County’s Land Use and Development Code except with additional discretionary County approvals; and,

WHEREAS, the County maintains an Economic Development Infrastructure Fund in which a very limited amount of money is available to fund infrastructure projects which support commercial, industrial and other economic development projects in unincorporated areas of the County; and,

WHEREAS, the County has determined that it is in the public interest to widen portions of the Combie Road Corridor regardless of whether the Project proceeds or not and, as a part of such road widening work, it is convenient to install the Road Improvements and Sewer Improvements at the same time to avoid disruption of the road after the road widening work is completed; and

WHEREAS, the County has agreed to pay for, construct and install the Road Improvements and Sewer Improvements primarily using Local Traffic Mitigation Funds and County Economic Infrastructure Funds subject to certain potential reimbursements by Developer; and

WHEREAS, the County believes it is in the best interests of the County to encourage and incentivize Developer to either (a) expeditiously complete the Project in order to generate jobs and tax revenues for the County or (b) contribute to the cost of the Road Improvements and Sewer Improvements; and,

WHEREAS, to encourage and incentivize the expeditious completion of the Road Improvements and Sewer Improvements, Developer has agreed to make certain payments to the County as more fully set forth in this Agreement, and County has agreed to expedite construction of the Road Improvements and Sewer Improvements prior to the Expiration Date; and,

WHEREAS, the Sewer Improvements will serve certain existing developments and may also serve additional new developments adjacent to the new force main who will benefit from installation of the Sewer Improvements; and,

WHEREAS, the Developer has requested, and County has agreed, that Developer be credited for a portion of the County's cost of installing the Sewer Improvements from monies the County may collect, if any, from certain developments and new developments if those developments connect to the Sewer Improvements on or before the Credit Expiration Date, as defined in Paragraph 3.e. below; and,

WHEREAS, the parties now desire to document and memorialize their respective understandings and commitments, and to set forth the terms and conditions of their Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties hereto mutually agree as follows:

**1. DESIGN AND CONSTRUCTION OF PROJECT.**

a. Developer shall design, construct and occupy the Project and will design and construct all improvements required by the Project's conditions of approval, except the Road Improvements and Sewer Improvements, in substantial conformance with the Project Timeline

set forth in Exhibit B attached hereto and incorporated herein by this reference and subject to the terms and conditions of this Agreement.

b. Subject to the terms and conditions of this Agreement, Developer shall design, construct and occupy the Project and associated improvements at its sole cost, except for the Road Improvements and Sewer Improvements. Developer shall fully comply with all requirements of the Nevada County Land Use and Development Code, the Project's Conditions of Approval and the requirements of any other local, state or federal agency with jurisdiction over the Project.

## **2. CONSTRUCTION AND FUNDING OF ROAD IMPROVEMENTS.**

a. Subject to the terms and conditions of this Agreement, County shall design, construct and install the Road Improvements as part of the Combie Road widening project in substantial conformance with the Project Timeline set forth in Exhibit B attached hereto and incorporated herein by this reference. This Agreement to complete the Road Improvements shall comply with and will satisfy both Developer's and County's obligations under Mitigation Measures 4.4.1a, 4.4.1.b, 4.4.1c, and 4.4.3b of the Project EIR and the Project's Conditions of Approval.

b. The Road Improvements shall be substantially complete and operationally functional on or before October 1, 2019, provided that all County right of way acquisition (or Orders of Immediate Possession, if any) and utility relocations are completed on or before March 1, 2019. The County agrees that it shall diligently pursue the acquisition of the right of way and relocation of the utilities. The County shall update Developer in writing concerning the status of the right of way acquisition and utility relocations within fifteen (15) days following Developer's written request; provided, however, Developer shall not request such updates more than once in any calendar month and the timeliness of County's response to such requests shall not be a basis for extending any date or deadline set forth in this Agreement.

c. County shall fund the design, construction and installation of the Road Improvements, subject to potential reimbursement from Developer as set forth in Paragraph 4, below.

d. The County's estimated cost to design, construct and install the Road Improvements is \$747,000. Within ninety (90) days after completion and acceptance of the Road Improvements, County shall provide Developer with a statement of actual costs incurred for design, construction and construction management of the Road Improvements ("Final Road Costs"). Such statement shall be accompanied by copies of invoices evidencing the costs.

e. Developer shall pay to County all Local Traffic Mitigation Fees ("LTMF") for the Project not later than the issuance of the first building permit on the Project Site. The total LTMF for the Project shall be fixed as of the Effective Date and shall be calculated based on the total square footage for the Project as shown in Exhibit A. The LTMF for the Project shall be vested at the current rate for all County building permits issued prior to the Expiration Date; provided, however, that if the original square footage of the Project is increased or a previously approved use or building is changed to another use or building which generates cumulatively greater traffic than was calculated for the original Project approval, then this vesting shall

terminate as to the changed use or building. After the expiration of the current use or if there is a loss of vesting due to a changed use or building and if the LTMF has increased, Developer shall pay the difference between the LTMF paid and the then current LTMF rate upon issuance of each subsequent building permit for the Project.

f. Developer shall pay the Regional Traffic Mitigation Fee at the then current rate prior to issuance of each building permit for the Project.

g. Developer shall install, at Developer's sole cost and expense, all other road improvements as required by the Project's Conditions of Approval.

### **3. CONSTRUCTION AND FUNDING OF SEWER IMPROVEMENT.**

a. County shall design, construct and install the Sewer Improvements as part of the Combie Road widening project in substantial conformance with the Project Timeline set forth in Exhibit B attached hereto and incorporated herein by this reference. This Agreement to complete the Sewer Improvements shall comply with and will satisfy both Developer's and County's obligations under Mitigation Measure 4.11.5.2a as set forth in the Project EIR and the Project's Conditions of Approval.

b. The Sewer Improvements shall be completed and operationally functional on or before October 1, 2019, provided that all County right of way acquisition (or Orders of Immediate Possession) and utility relocations are completed on or before March 1, 2019. The County agrees that it shall diligently pursue the acquisition of the right of way and relocation of the utilities.

c. County shall fund the design, construction and installation of the Sewer Improvements, subject to potential reimbursement from Developer as set forth in Paragraph 4, below.

d. The County's estimated cost to design, construct and install the Sewer Improvements required pursuant to Mitigation Measure 4.11.5.2a is \$662,045. Within ninety (90) days after completion and acceptance of the Sewer Improvements, County shall provide Developer with a statement of actual costs incurred for design, construction and construction management of the Sewer Improvement ("Final Sewer Costs"). Such statement shall be accompanied by copies of invoices evidencing the costs.

e. Pursuant to subparagraph 3.f. below, Developer shall be credited for a portion of the County's cost of installing the Sewer Improvements from monies the County may collect, if any, from certain developments if those developments connect to the Sewer Improvements within ten (10) years of the Effective Date of this Agreement ("Credit Expiration Date"). Developer may request that the Community Development Agency Director extend the Credit Expiration Date for an additional period of up to five (5) years, which request shall not be unreasonably conditioned, delayed, or denied.

f. If the County issues any new development approval or approves a substantial modification to an existing approval between the Effective Date and the Credit Expiration Date, and said new development will be required to connect to the Sewer Improvements, then County

will use good faith efforts to condition said new development to require contribution of their fair share of the costs for construction of the Sewer Improvements and the County will diligently attempt to collect such amounts. For the purpose of this subparagraph, a new development approval or substantial modification of an existing approval shall apply both to vacant parcels and developed parcels where the County has the legal right to impose a requirement for payment of a fair share contribution towards the Sewer Improvements as condition of that approval. To the extent contribution payments from other existing and/or new developments are received by County on or before the Credit Expiration Date, said payments shall be applied as a credit to reduce the Final Sewer Costs or shall be paid over to Developer, as applicable. If and to the extent that Developer is required to make any payments toward Final Sewer Costs, then the obligations contained in this subparagraph 3.f. shall survive termination of this Agreement.

g. Prior to issuance of each building permit for the Project, Developer shall pay all fees associated with connecting that part of the Project to the Lake of the Pines Wastewater treatment plan, including the per EDU sewer connection/capacity fee, at then current rates.

h. Developer shall install, at Developer's sole cost and expense, all other sewer improvements as required by the Conditions of Approval and shall be solely responsible for making the physical connection between the Project's sewer line in Higgins Road and the Sewer Improvements.

#### **4. REIMBURSEMENT PAYMENTS AND WAIVERS.**

##### **a. Net Road Improvement Reimbursement**

i. Developer shall receive a credit against the Final Road Costs for the LTMF paid prior to or upon issuance of the first building permit on the Project Site. The net difference between the Final Road Costs and the LTMF paid shall be the "Net Road Improvement Reimbursement."

ii. The Net Road Improvement Reimbursement shall be allocated to each parcel on the Project Site based on the percentages set forth in subparagraph 4.b.i. immediately below.

##### **b. Reimbursement Payment**

i. For each proposed building on the Project Site which is not fully completed and occupied on or before the "Final Completion Dates" set forth below, Developer shall pay to the County a portion of the Net Road Improvement Reimbursement and the Sewer Reimbursement as provided immediately below. The Final Completion Dates and percentage of reimbursement for each building shall be as follows:

###### **1. Building 1:**

- a. Final Completion Date: Fully occupied (excluding the expansion area) by the latter of (a) November 1, 2019 or (b) one month after the Road Improvements and Sewer Improvements are operationally functional
- b. Percentage of Reimbursement: 66%

2. Building 4:
  - a. Final Completion Date: Fully occupied by the latter of (a) November 1, 2020 or (b) thirteen (13) months after the Road Improvements and Sewer Improvements are operationally functional
  - b. Percentage of Reimbursement: 11%
3. Building 2:
  - a. Final Completion Date: Occupied by the latter of (a) January 7, 2021 or (b) sixteen (16) months after the Road Improvements and Sewer Improvements are operationally functional
  - b. Percentage of Reimbursement: 15%
4. Building 3:
  - a. Final Completion Date: Occupied by the latter of (a) January 7, 2021 or (b) sixteen (16) months after the Road Improvements and Sewer Improvements are operationally functional
  - b. Percentage of Reimbursement: 8%.

For purposes of subparagraphs 4.b.i.3.a., and 4.b.i.4.a immediately above, Developer shall be obligated to pay a portion of the Net Road Improvement Reimbursement and the Sewer Reimbursement set forth above if Buildings 2 or 3 are not complete and fully occupied within the applicable time period provided for above. Such portion of the Net Road Improvement Reimbursement and the Sewer Reimbursement payable by Developer shall be based on the portion of the applicable building that is not occupied by the required date. For example, if sixty percent (60%) of Building 2 is occupied by the latter of the dates set forth in subparagraph 4.b.i.3.a above, then Developer shall be obligated to pay forty percent (40%) of the Net Road Improvement Reimbursement and the Sewer Reimbursement amounts allocable to Parcel 2.

ii. Final Completion Dates may be extended by a total period of up to 6 months for either, (a) due to a County delay in completing a plan check in accordance with the timelines set forth in Paragraph 8.b below, if any such delay has not been excused by Force Majeure; or (b) upon the mutual written agreement of the Community Development Agency Director and Developer based on a determination that the Building is substantially complete and will be occupied within the extension period. In no event shall any time extension result in a Final Completion Date later than January 7, 2021, unless the extension is due solely to County's delay in completing the Road Improvements or Sewer Improvements as provided in this Agreement.

iii. If Developer fails to complete construction of and occupy a Project building on or before the Final Completion Dates set forth above, then the Developer shall immediately become obligated to pay as to that building ("Due Date") the percentage of reimbursement attributable to that portion of the Project as specified in subparagraph 4.b.i. immediately above. As of each Due Date, the percentage of the Net

Road Improvement Reimbursement and the Sewer Reimbursement allocated to that Project building shall be immediately due and payable by Developer to County, together with any accrued interest thereon.

iv. Interest on Net Road Improvement Reimbursement and Sewer Reimbursement payments shall accrue at the rate of 10% per annum, simple interest, from each Due Date until the amount due is paid in full.

c. Security for Reimbursement Obligation

i. Unless this Agreement is terminated in accordance with the provisions of Paragraph 11 below then, not later than three (3) business days prior to the "First Voluntary Termination Date" (defined below), Developer shall provide a cash or cash equivalent security (e.g., a letter of credit, or assignment of a certificate of deposit, savings account or similar cash account) to secure all Sewer Improvement Reimbursement obligations under this Agreement (the "Sewer Security"). Unless this Agreement is terminated in accordance with the provisions of Paragraph 11 below then, not later than five (5) business days following the "Second Voluntary Termination Date" (defined below), Developer shall provide a cash or cash equivalent security (e.g., a letter of credit, or assignment of a certificate of deposit, savings account or similar cash account) to secure all Road Improvement Reimbursement obligations under this Agreement (the "Road Security"). The Sewer Security and the Road Security shall be collectively called the "Security" below. The Security shall be in a form acceptable to the County Counsel and the County's Chief Financial Officer.

ii. The amount required for the Security shall be reduced proportionately upon the successful and timely completion and occupancy of each Building on the Project Site or payment in full of the Building's proportionate share of the Road Improvement and Sewer Improvement Reimbursement obligations, as provided herein.

iii. If Developer fails to complete and occupy a Project building as provided in subparagraph 4.b.i above, then Developer shall be given thirty (30) days in which to pay to County the percentage of the Net Road Improvement Reimbursement and the Sewer Reimbursement allocated to that Project building, together with any accrued interest thereon. If Developer fails to make this payment in full within the time provided herein, then County may, at its sole discretion and without notice to the Developer, immediately withdraw such funds from the Security as are necessary to pay County for the outstanding reimbursement obligation and accrued interest thereon, in full.

iv. County shall release the Road Security and Sewer Security with respect to each Parcel, less any amounts withdrawn in accordance with the terms of this Agreement, upon the earliest of the following dates:

1. Concurrently with payment in full of all monies due to the County as provided in this Agreement for the applicable Building. For example, upon payment of the amount due for the Net Road Improvement Reimbursement and the Sewer Reimbursement for Building 1, County shall concurrently return to Developer a portion

of the Road Security and Sewer Security equal to the Percentage of Reimbursement applicable to Building 1 as set forth in subparagraph 4.b.i.1.b.

2. Thirty (30) days after Termination of this Agreement based on the timely and successful completion of all Developer obligations as provided in this Agreement.
3. Ninety (90) days after the Termination of this Agreement pursuant to Paragraph 11.a.
4. As provided in Paragraph 11.b. of this Agreement.

#### **5. SUCCESSORS AND ASSIGNS.**

This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors in interest, and assigns of the parties hereto, and all subsequent owners of the Property or any portion thereof. If Developer enters into a lease with a third party (“Assignee”) pursuant to which said Assignee leases any of the parcels encumbered by this Agreement, then, provided the Assignee assumes all of Developer’s obligations under this Agreement with respect to said leased parcel in a written form reasonably approved by County Counsel, the Assignee shall thereafter be solely responsible for the fulfilment of all of Developer’s obligations under this Agreement with respect to said leased parcel, including assumption of Developer’s personal obligations and the requirements to post and maintain the Sewer Security and Road Security, and the Developer shall be released from all of such assumed obligations.

#### **6. COVENANTS TO RUN WITH THE LAND.**

Commencing on the date Developer acquires fee title to the Property, this Agreement shall be recorded and shall constitute a covenant and obligations running with the land described in Exhibit A, in addition to a personal obligation of the Developer as set forth herein. All rights and obligations under this Agreement shall be binding upon all successors in interest to the parties to this Agreement and, once recorded, shall be binding upon all successors in interest to the Property or any portion thereof.

#### **7. FORCE MAJEURE.**

a. The time for completing any act or obligation required under this Agreement shall be reasonably extended by reason of strikes, fires, floods, hurricanes, typhoons, winds in excess of 90 miles per hour, volcanoes, earthquakes, tornados, terrorism, or war; which event is beyond the reasonable control of and without the fault or negligence of the party claiming force majeure (“Force Majeure Event”), but only if the Force Majeure Event actually prevents or delays performance of said act or obligation and the party claiming a Force Majeure Event exercises reasonable efforts to minimize and mitigate the effects of any delay caused by the Force Majeure Event. Economic hardship (except to the extent caused by a Force Majeure Event) is explicitly excluded as a Force Majeure Event and is solely the responsibility of the affected party.

b. The party claiming a Force Majeure Event shall notify the other Party in writing as soon as practicable after becoming aware of the impact of the Force Majeure Event or of the

occurrence and nature of the Force Majeure Event, including any delay or anticipated delay in performance of this Agreement due to the Force Majeure Event. Any adjustment of the Final Completion Dates pursuant to this Paragraph 7 shall be documented by a written Amendment to this Agreement.

## **8. PARTIES TO COOPERATE.**

a. The Parties shall work cooperatively and in good faith to facilitate timely approvals and completion of construction for the Project, the Road Improvements and the Sewer Improvements, and to facilitate compliance with all terms and conditions of this Agreement. The parties shall meet and confer on dates and times as may be mutually agreed upon to discuss the design, construction and progress of the Project and the Road Improvements and Sewer Improvements. The parties shall work in good faith to resolve any disagreements concerning the design and construction of the Project or the Road Improvements or Sewer Improvements, the schedule for constructing the same or any other matter involving performance of this Agreement. However, the County shall have the absolute and total management and decisional control over the design, construction and construction management of the Road Improvements and Sewer Improvements, and the Developer's role shall be advisory only; provided, however, the foregoing shall not grant County the right to extend any date for performance based solely on its right to exercise discretion under this subparagraph.

b. County shall complete plan checks for all site grading, utilities, and construction plans and any plans or documents required for issuance of an encroachment permit and/or final map no later than thirty (30) days after receipt of a completed plan submittal package which includes plans that are at least 80% complete and fifteen (15) days after each complete resubmittal of plans. Any incomplete submittals that are not sufficient for review will be returned within five (5) days with a checklist of the items that are incomplete. Each set of plans or permit/map documents may be submitted separately or together, at Developer's discretion.

## **9. INDEMNIFICATION.**

a. Developer agrees to defend and indemnify County, its officers and employees, from (1) any and all claims, demands, causes of action, liability or losses of any sort, arising out of acts or omissions of Developer, its agents or employees, related to this Agreement, including personal injury or death, labor laws pertaining to prevailing wage for Developer installed improvements, and for any claim for property damage from the direct or indirect operations of the Developer or Developer's contractors, subcontractors, agents, employees or other persons acting on their behalf, and (2) for any claim for damages, just compensation, restitution, judicial or equitable relief by reason of the processing of, the terms of, or effects arising from the implementation of this Agreement; provided, however, Developer shall not have any obligation to pay any compensation to the owners of property from whom the County obtains, or takes, right of way in order to implement this Agreement or to indemnify or defend County in connection with the Road Improvements or Sewer Improvements to be constructed by the County pursuant to this Agreement.

b. The approval of plans shall not constitute the assumption by County of any responsibility for such damage or taking, nor shall County, by said approval, be an insurer or surety for the construction of the Project or related improvements pursuant to said plans. The



## 11. TERMINATION.

a. This Agreement may be terminated by either party, without cause, on or before June 1, 2018 ("First Voluntary Termination Date"). If neither party makes the election to terminate this Agreement pursuant to the immediately preceding sentence, this Agreement may thereafter be terminated by Developer, without cause, on or before October 1, 2018 ("Second Voluntary Termination Date"). Such Voluntary Termination Dates are subject to extension by mutual written agreement of the Community Development Agency Director and Developer; provided, however, that any such extension shall not extend the time by which Developer is required to post the Road Security. The terminating party shall send written notice to the other party, which notice shall be effective immediately.

b. If this Agreement is terminated by Developer after June 1, 2018 but on or before October 1, 2018, Developer shall then become obligated ("Due Date") to pay the Final Sewer Costs to County, together with interest thereon as provided in subparagraph 4.b.iv., provided County installs the Sewer Improvements in accordance with the provisions of this Agreement. Developer shall be given thirty (30) days from the date of demand to pay such costs. If Developer fails to make this payment in full within the time provided herein, then County may, at its sole discretion and without notice to the Developer, immediately withdraw such funds from the Sewer Security as are necessary to pay County for the outstanding reimbursement obligation. Notwithstanding subparagraph 4.c.iv, above, County may retain the Sewer Security until ninety (90) days after determining the Final Sewer Costs to secure the foregoing obligation.

## 12. REPRESENTATIONS AND WARRANTIES.

a. Developer's Representations and Warranties. Developer hereby makes the following representations and warranties to County, each of which Developer acknowledges is material and being relied upon by County:

i. Ownership. Developer is in escrow to acquire title to the Project Site as shown in Exhibit A and intends to acquire legal title to the Project Site on or before sixty (60) days after the Second Voluntary Termination Date. Developer has not and, except as permitted in Paragraph 5 above, will not sell, transfer, or assign such rights to any other party prior to recordation of this Agreement.

ii. Organization and Authority. Developer is a Limited Liability Company in good standing in the State of California. Developer, and the individual(s) executing this Agreement on behalf of Developer, have full power, right and actual authority to execute and deliver this Agreement and to perform all obligations, terms and conditions as required herein.

iii. No proceedings against Developer. Developer is not subject to any bankruptcy, insolvency, reorganization, moratorium, or similar proceeding. Developer is not a party to any contract or subject to any Court order, legal proceeding, action or charge by any governmental agency, any contract lease, license, options, liens or other right, or any other legal restriction that would prevent fulfillment by Developer of all of the terms and conditions of this Agreement or compliance with any of the transactions or obligations contemplated by it, which would cause a lien or other encumbrance to the

Project Site or materially interfere with the Developer's ability to perform its obligations under this Agreement.

b. County's Representations and Warranties. County hereby makes the following representations and warranties to Developer, each of which County acknowledges is material and being relied upon by Developer:

i. Ownership. County has or intends to acquire legal title to the right of way as necessary to complete the Road Improvements and Sewer Improvements on or before March 1, 2019.

ii. Organization and Authority. County is a municipal entity and political subdivision of the State of California. County, and the individual(s) executing this Agreement on behalf of County, have full power, right and actual authority to execute and deliver this Agreement and to perform all obligations, terms and conditions as required herein.

iii. No proceedings against County. County is not subject to any bankruptcy, insolvency, reorganization, moratorium, or similar proceeding. County is not a party to any contract or subject to any Court order, legal proceeding, action or charge by any governmental agency, any contract lease, license, options, liens or other right, or any other legal restriction that would prevent fulfillment by County of all of the terms and conditions of this Agreement or compliance with any of the transactions or obligations contemplated by it which would materially interfere with the County's ability to perform its obligations under this Agreement.

### **13. MISCELLANEOUS PROVISIONS.**

a. Relationship of Parties. Nothing contained in this Agreement shall be interpreted or understood by any of the parties, or by any third person, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between County and Developer or their agents, employees or contractors. Except as County may specify in writing, Developer shall have no authority to act as an agent of County or to bind County to any obligation.

b. Amendments. This Agreement, including any exhibits hereto, shall not be amended except in writing, signed by the Parties. Any amendment or addendum to this Agreement shall expressly refer to this Agreement.

c. Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement and understanding between the parties relating to the subject matter hereof. All prior or contemporaneous negotiations, agreements, and understandings, oral or written, are revoked, cancelled, and rescinded, and are all merged herein and superseded hereby.

d. Language Construction. The language of each and all paragraphs, terms and/or provisions of this Agreement shall, in all cases and for any and all purposes, and in any way and all circumstances whatsoever, be construed as a whole, according to its fair meaning, and not for

or against any party hereto and with no regard whatsoever to the identity or status of any person or persons who drafted all or any portion of this Agreement.

e. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

f. Venue. Should any party institute suit or arbitration for enforcement or interpretation of any provision contained herein, the venue of such action shall be in Nevada County, California.

g. Headings Not Controlling. The captions to the paragraphs of this Agreement are inserted for convenience only and shall not affect the intent of this Agreement.

h. County's Discretion. County's execution of this Agreement in no way limits the discretion of County in the permit and approval process in connection with any construction or improvements related to the Project or related improvements, or with respect to determinations related to compliance with the Project's Conditions of Approval, except for compliance with the Mitigation Measures expressly addressed in this Agreement. Where the terms of this Agreement require approval or the exercise of discretion by Developer or by County, discretion shall not be exercised in an unreasonable, arbitrary, or capricious manner.

i. Waiver. Any waiver of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure of either party to take action on any breach or default or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time given to perform any obligation under this Agreement shall not operate as a waiver or release from any other obligation under this Agreement. Consent by either party to any act or omission of the other party shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for written consent to future waivers.

j. Third Party Beneficiaries. This Agreement is made solely for the benefit of Developer and County. There shall be no third party beneficiaries to this Agreement.

k. Conflicts Between Agreements. Nothing in this Agreement is intended to supersede, terminate, modify, invalidate or otherwise affect any provision of any other agreement currently existing between Developer and County, including but not limited to any agreement related to development of the Project or related improvements, except to the extent that a provision of this Agreement is directly contradictory to a provision of such agreement. Then, and in that event, the provisions of this Agreement shall prevail over the provisions of any other agreement to the contrary.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

IN WITNESS WHEREOF, the Nevada County Board of Supervisors has authorized the Chair of the Board of Supervisors to execute this Agreement in duplicate under authority of Resolution No. 18-042, adopted by the Board of Supervisors on the 23rd day of January, 2018, and Developer has caused this Agreement to be executed in duplicate, as of the Effective Date first written above.

**COUNTY OF NEVADA**

By:   
ED SCOFIELD, Chair  
Nevada County Board of Supervisors

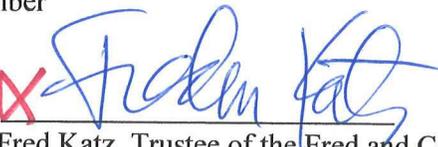
ATTEST:

By:   
JULIE PATTERSON-HUNTER,  
Clerk of the Board

APPROVED AS TO FORM:

By:   
ALISON A. BARRATT-GREEN  
County Counsel

**KKP LAKE OF THE PINES, LLC**  
Fred and Cathy Katz 2009 Family Partnership,  
Member

By:   
Fred Katz, Trustee of the Fred and Cathy  
Katz 1986 Revocable Family Trust, Its  
General Partner

# ALL-PURPOSE ACKNOWLEDGMENT

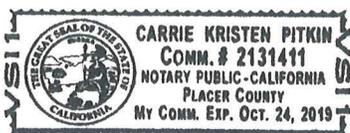
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this Certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of PLACER } SS.

On JANUARY 29, 2018, before me, CARRIE PITKIN, Notary Public,  
DATE

personally appeared FRED KATZ, who proved to me on the

basis of satisfactory evidence to be the person(s) whose name(s) is are subscribed to the within instrument and acknowledged to me that he she/they executed the same in his her/their authorized capacity(ies), and that by his her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



**I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.**

WITNESS my hand and official seal.

*Carrie Pitkin*  
\_\_\_\_\_  
NOTARY'S SIGNATURE

PLACE NOTARY SEAL IN ABOVE SPACE

## OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

### CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- INDIVIDUAL
- CORPORATE OFFICER \_\_\_\_\_ TITLE(S)
- PARTNER(S)
- ATTORNEY-IN-FACT
- GUARDIAN/CONSERVATOR
- SUBSCRIBING WITNESS
- OTHER: \_\_\_\_\_

### DESCRIPTION OF ATTACHED DOCUMENT

Infrastructure Reimbursement Agmt.  
TITLE OR TYPE OF DOCUMENT

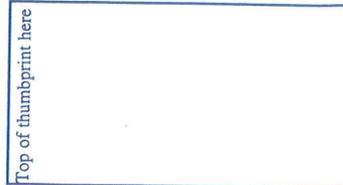
14 + 3  
NUMBER OF PAGES

1-23-2018  
DATE OF DOCUMENT

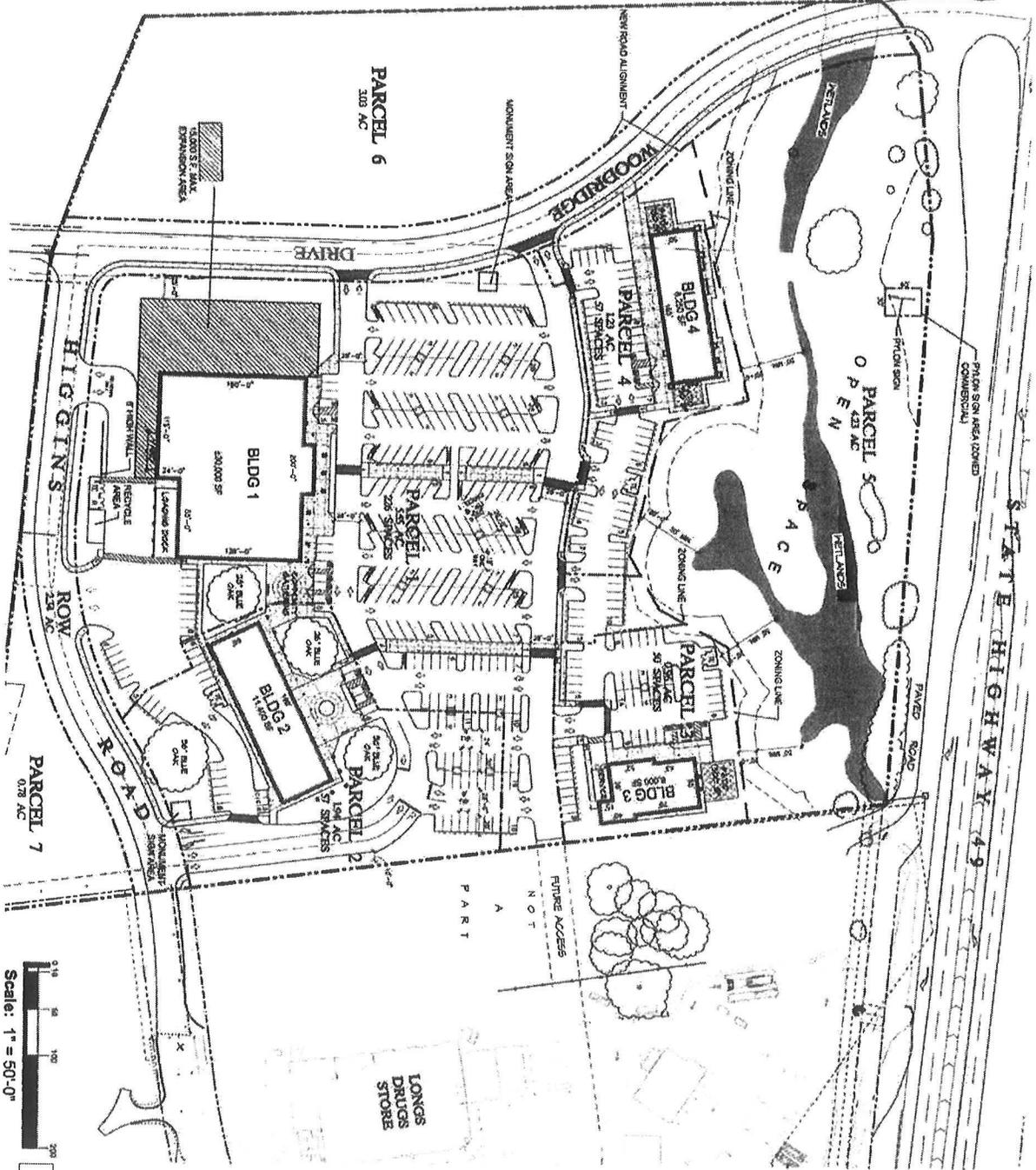
**SIGNER (PRINCIPAL) IS REPRESENTING:**  
NAME OF PERSON(S) OR ENTITY(IES)

RIGHT  
THUMBPRINT  
OF  
SIGNER

OTHER



# EXHIBIT A



## PROJECT STATISTICS

BUILDING	USE	AREA	REQUIRED	PROCESSED
			NO. OF	NO. OF
BLDG 1	RETAIL	30,000 SF	190	151
BLDG 1 (EXP)	RETAIL	15,000 SF	75	75
BLDG 2	RETAIL	11,400 SF	57	57
BLDG 3	RESTAURANT	6,000 SF	40	40
BLDG 4	PATIO	1,500 SF	10	10
	RESTAURANT	4,750 SF	24	24
	RESTAURANT	3,500 SF	23	23
	REST. PATIO	1,500 SF	10	10
<b>TOTAL</b>		<b>73,800 SF</b>	<b>389</b>	<b>382</b>
	RETAIL PARKING		1 STALL / 200 SF	
	RESTAURANT PARKING		1 STALL / 150 SF	
	RESTAURANT PATIO PARKING		1 STALL / 150 SF	

### Product:

#### Higgins Marketplace at Lake of the Pines

Site: Hwy 49 & Woodbridge Court  
Inland County, California

Developer:  
Higgins Marketplace  
1731 E. Riverside Parkway, Suite 201  
Redwood City, CA 94061  
918 790 8070 PA  
918 790 8742 FX

### SITE PLAN

Preliminary

Job Number:	DATE	SCALE
1731-01	04.15.11	1/8" = 10'
1731-02	05.10.11	1/8" = 10'
1731-03	06.01.11	1/8" = 10'
1731-04	06.15.11	1/8" = 10'
1731-05	06.22.11	1/8" = 10'
1731-06	07.01.11	1/8" = 10'
1731-07	07.15.11	1/8" = 10'
1731-08	07.22.11	1/8" = 10'
1731-09	08.01.11	1/8" = 10'
1731-10	08.15.11	1/8" = 10'
1731-11	08.22.11	1/8" = 10'
1731-12	09.01.11	1/8" = 10'
1731-13	09.15.11	1/8" = 10'
1731-14	09.22.11	1/8" = 10'
1731-15	10.01.11	1/8" = 10'
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1731-17	10.22.11	1/8" = 10'
1731-18	11.01.11	1/8" = 10'
1731-19	11.15.11	1/8" = 10'
1731-20	11.22.11	1/8" = 10'
1731-21	12.01.11	1/8" = 10'
1731-22	12.15.11	1/8" = 10'
1731-23	12.22.11	1/8" = 10'
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1731-26	01.22.12	1/8" = 10'
1731-27	02.01.12	1/8" = 10'
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1731-31	03.15.12	1/8" = 10'
1731-32	03.22.12	1/8" = 10'
1731-33	04.01.12	1/8" = 10'
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1731-35	04.22.12	1/8" = 10'
1731-36	05.01.12	1/8" = 10'
1731-37	05.15.12	1/8" = 10'
1731-38	05.22.12	1/8" = 10'
1731-39	06.01.12	1/8" = 10'
1731-40	06.15.12	1/8" = 10'
1731-41	06.22.12	1/8" = 10'
1731-42	07.01.12	1/8" = 10'
1731-43	07.15.12	1/8" = 10'
1731-44	07.22.12	1/8" = 10'
1731-45	08.01.12	1/8" = 10'
1731-46	08.15.12	1/8" = 10'
1731-47	08.22.12	1/8" = 10'
1731-48	09.01.12	1/8" = 10'
1731-49	09.15.12	1/8" = 10'
1731-50	09.22.12	1/8" = 10'
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1731-59	12.22.12	1/8" = 10'
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1731-113	06.22.14	1/8" = 10'
1731-114	07.01.14	1/8" = 10'
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1731-116	07.22.14	1/8" = 10'
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1731-152	07.22.15	1/8" = 10'
1731-153	08.01.15	1/8" = 10'
1731-154	08.15.15	1/8" = 10'
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1731-219	06.01.17	1/8" = 10'
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1731-221	06.22.17	1/8" = 10'
1731-222	07.01.17	1/8" = 10'
1731-223	07.15.17	1/8" = 10'
1731-224	07.22.17	1/8" = 10'
1731-225	08.01.17	1/8" = 10'
1731-226	08.15.17	1/8" = 10

## EXHIBIT B

### PROJECT TIMELINE

#### A. Phase 1: Buildings 1 and 2 and Road Improvements and Sewer Improvements

1. **January 23, 2018: BOS Meeting for approval of Reimbursement Agreement.**
2. **May 29, 2018: Last day for Developer to provide Sewer Security per Paragraph 4.c.i.**
3. **June 1, 2018: 1<sup>st</sup> Voluntary Termination Date - Last Day for County or Developer to withdraw from Agreement without cause, penalty or further obligation.**
4. June 23, 2018 (i.e. 150+- days after completion of item 1 above): Developer to submit complete 80% plans for site grading, utilities, and landscape plans, and complete application for Encroachment Permit.
5. September 15, 2018: County awards contract for construction and issues notice to proceed for Sewer Improvements.
6. August 1, 2018 (i.e. 30 days after completion of County and Cal-Trans plan check): Developer to submit revised construction drawings and proposed Final Map.
7. **October 1, 2018: 2<sup>nd</sup> Voluntary Termination Date - Last Day for Developer to withdraw from Agreement without cause and limit Developer obligation to reimbursement for Sewer Improvements, if County constructs Sewer Improvements in accordance with the Agreement.**
8. **October 8, 2018: Last day for Developer to provide Road Security per Paragraph 4.c.i.**
9. September 1, 2018 or such later date as the Parcel Map is ready for recordation (i.e. 60 days after (a) final approval, by the County, of the P&S for the Developer's off-sites, on-sites, Building 1 and Building 4 and the security amounts for Developer's off-sites and (b) final approval of the off-site P&S by Cal-Trans): Final Map is in a form ready for approval by the Board of Supervisors, all pre-conditions to map approval have been satisfied and all improvement securities have been posted and approved by staff; if this deadline is met, staff will request BOS approval of the final map at the 1<sup>st</sup> available regular meeting and will record map within 10 calendar days after Board approval.

10. December 1, 2018: County completes specs and plans for Road Improvements and County completes construction of Sewer Improvements.
11. **March 1, 2019**: Last day for County to complete all road right of way acquisitions and utility relocations for Road Improvements.
12. March 1, 2019: County awards bid and issues notice to proceed for Road Improvements.
13. March 1, 2019: Developer commences construction of Buildings 1 and 4 and on and off-site improvements, provided item 12 immediately above is satisfied.
14. **October 1, 2019**: County constructed Road Improvements and Sewer Improvements to be substantially complete and operationally functional, provided all right of way acquisitions and utility relocations are completed on or before March 1, 2019.
15. **Later of November 1, 2019 or 1 month after Road Improvements and Sewer Improvements are operationally functional: Final Completion Date for Building 1**, shell for Building 4 and all off site improvements, and Developer to request final Certificate of Occupancy for Building 1; County to issue Certificate of Occupancy within 15 days of completion of all construction and checklist items.
16. **Later of November 1, 2020 or 13 months after Road Improvements and Sewer Improvements are operationally functional: Final Completion Date for Building 4** and Developer to request final Certificate of Occupancy for Building 1; County to issue Certificate of Occupancy within 15 days of completion of all construction and checklist items.

B. Phase 2: Buildings 2 & 3

1. **Later of January 7, 2021 or 16 months after Road Improvements and Sewer Improvements are operationally functional: Final Completion Dates for Buildings 2 & 3** and Developer to request final Certificate of Occupancy for Buildings 2 & 3; County to issue Certificates of Occupancy within 15 days of completion of all construction and checklist items.

C. January 13, 2021: Expiration Date for Project's Conditional Use Permit

**\*Dates in bold are critical deadlines per the Agreement and may only be extended as provided in the Agreement. All other dates are provided as guidelines and may be adjusted by the parties as necessary.**



# RESOLUTION No. 17-144

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

### RESOLUTION TO CREATE AND ESTABLISH THE PENN VALLEY AREA MUNICIPAL ADVISORY COUNCIL WITH AN EFFECTIVE DATE OF JULY 1, 2017 AS A PILOT PROGRAM FOR TWO YEARS UNTIL JULY 1, 2019

WHEREAS, General Plan Goal 1.2, “Recognize and allow for a range of land uses that preserve the qualities of each *Community Region, Rural Region and Rural Place*”; and

WHEREAS, General Plan Goal 1.4 :*Within Community Regions, provide for an adequate supply and broad range of residential, employment-generating, and cultural, public and quasi-public uses located for convenience, efficiency, and affordability while protecting, maintaining, and enhancing communities and neighborhoods*”; and

WHEREAS, General Plan Goal 2.1, “Provide for a strong economic base while protecting and maintaining communities and neighborhoods”; and

WHEREAS, the unincorporated community areas of Penn Valley, Lake Wildwood, and Rough and Ready are historic communities within Nevada County possessing unique character and tradition that shall be protected; and

WHEREAS, Penn Valley, and Rough and Ready are disadvantaged communities referred to as Legacy Communities in the General Plan; and

WHEREAS, Community input on land use and development projects and/or planning can provide additional resources for decision making purposes that act as an informative tool for the Board of Supervisors and the Planning Commission that can result in a higher quality of life for residents; and

WHEREAS, the residents of the Penn Valley area have expressed interest in having input in an advisory only capacity into development and land use issues within the area; and

WHEREAS, California Government Code §31010 outlines that the Board of Supervisors of any county may by resolution establish and provide for the operation of a municipal advisory council, for any unincorporated area in the county to advise the board on such matters which relate to that area as may be designated by the board concerning services which are or may be provided to the area by the county or other local governmental agencies, including but not limited to public health, safety, welfare, public works, and planning.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada hereby creates and establishes the Penn Valley Area Municipal Advisory Council with an effective date of July 1, 2017 as a pilot program for two years until July 1, 2019 to advise the County regarding development, land use and any applicable item requested by the County as follows:

Section 1. Municipal Advisory Council Name: The Penn Valley Area Municipal Advisory Council

Section 2. Area of Responsibility: The Council shall review and make recommendations regarding the community of interest area designated as the Penn Valley Area Municipal Advisory Council which incorporates the boundaries of the Western Gateway Regional Recreation & Park District and the Penn Valley Fire Protection District to the extent and only within the boundaries of Supervisorial District IV.

Section 3. Council Purpose: The Council shall review and make recommendations to the District IV Supervisor, Planning Commission and Board of Supervisors regarding the following in the area of responsibility:

1. Discretionary project applications.
2. Implementation of the General Plan land use designations.
3. Zoning Ordinance Updates
4. Other issues as directed by the District IV Supervisor and/or Board of Supervisors.

Section 4. Membership: The Council shall be comprised of a minimum of five (5) and maximum of seven (7) members whose composition shall include members of the community that represent a fair cross-section of the community as determined by the District IV Supervisor. All members shall reside in the Penn Valley Area Municipal Advisory Council area of responsibility. Members shall serve without compensation. All members shall be appointed, and may be removed, by the District IV Supervisor and Board of Supervisors.

Section 5. Terms of Office: The term of office of all members shall be two years. The Council and all members shall not represent the County on any issue to the public, public or private institution, agency or organization, and state and/or federal government.

Section 6. Meetings: The Council shall meet at least quarterly or more often as deemed necessary by the Council, District IV Supervisor or Board of Supervisors. The Council may establish a time and place for regular meetings. Special meetings of the Council may be called by the Chairperson with approval of the District IV Supervisor. Regular and special meetings shall be noticed as required by law. Agendas of regular and special meetings shall be posted as required by law.

Section 7. Officers of the Council: At the first meeting of the Council, held after July 1 in each fiscal year, the Council shall select one of its members as Chairperson and one of its members as Vice-Chairperson, who shall hold office for one year and until the election of their successors. The Chairperson shall be responsible for chairing meetings, calling special meetings and conferring with District IV Supervisor and staff on meeting agendas. The Vice-Chairperson shall assume the duties and responsibilities of the Chairperson in the Chairperson's absence.

Section 8. Designated Powers and Duties: The Council shall serve at the pleasure of the District IV Supervisor and Board of Supervisors and shall not represent the County on any issue to the public, public or private institution, agency or organization, state and/or federal government. The Council shall be an advisory body only to the District IV Supervisor, Planning Commission and Board of Supervisors and shall not have any power to approve, deny, delay or other formal action on land use, development or other issues reviewed by the Council but rather shall only provide advisory recommendations as a representative cross-sector of the community of the area of responsibility.

Section 9. Organization and Procedure: The Council may make or alter all rules and regulations governing its organization and procedure that are not inconsistent with this resolution, any ordinance of the County, or law of the State of California which shall be articulated in the organization's written bylaws. The initial bylaws and any changes thereafter shall be subject to the approval of the District IV Supervisor.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 28th day of March, 2017, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

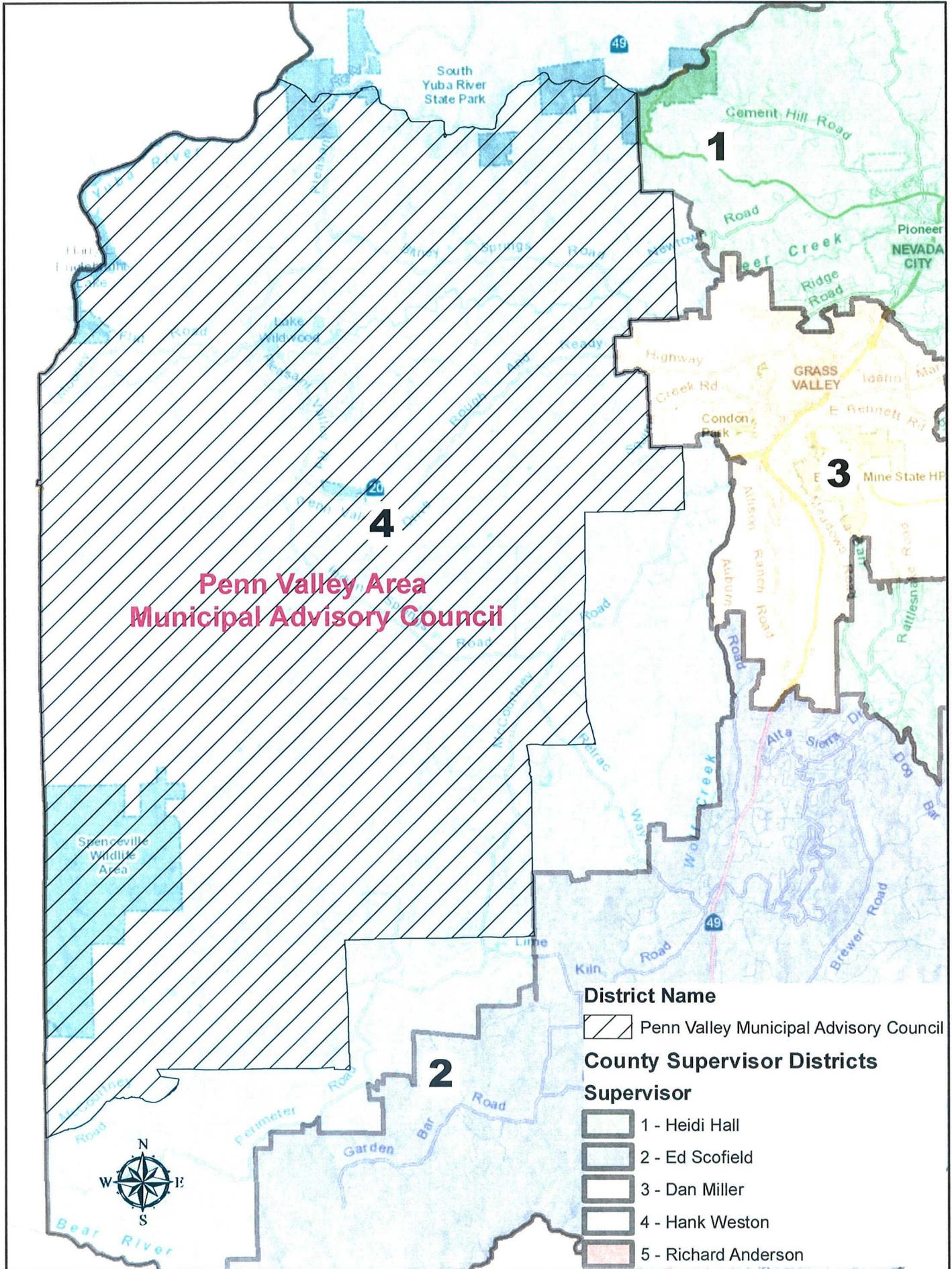
ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
Hank Weston, Chair

3/28/2017 cc: COB\*  
AC\*





**RESOLUTION No. 00-572**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA  
A RESOLUTION OF THE NEVADA COUNTY BOARD OF SUPERVISORS AMENDING THE  
NEVADA COUNTY GENERAL PLAN TO ADOPT THE  
HIGGINS AREA PLAN (GP00-02)**

WHEREAS, the County of Nevada, acting by and through its Board of Supervisors, did, on the fourteenth day of November 1995, adopt a General Plan for the County of Nevada, as evidenced by Resolution No. 95-530, pursuant to the provisions of Title 7, Chapter 3, Article 6 of the Government Code of the State of California; and

WHEREAS, the Board of Supervisors has determined that an amendment to the Plan is now warranted, consistent with General Plan Policy; and

WHEREAS, Section 65031b of the Government Code of the State of California, identifies the adoption of Area Plans as amendments to the General Plan; and

WHEREAS, the Board of Supervisors, after giving the required notice and, holding the required public hearings, heard evidence regarding the following said proposed amendment,

Application of the County of Nevada to amend the current Nevada County General Plan in order to adopt an Area Plan for the Higgins Corner-Lake of the Pines Village Center, as revised per Board direction at the hearing on October 24, 2000; consistent with Policy 18.2 of said General Plan.

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE COUNTY OF NEVADA, acting by and through its Board of Supervisors pursuant to the Provisions of Section 65368 of the Government Code of the State of California, that said Area Plan is adopted as revised, as an Amendment to the Nevada County General Plan to operate as Specific Design Guidelines for the Higgins Corner-Lake of the Pines Village Center pursuant to General Plan Policy 18.2.

BE IT ALSO RESOLVED THAT copies of the Higgins Area Plan shall be maintained and available in the Nevada County Planning Department.

Said approval is based upon the following findings in support of the amendment:

- A. That it is in the public interest to provide for the maintenance of community identity and scenic resources and to protect and enhance the rural and agricultural character of the Higgins Corner-Lake of the Pines Village Center; and
- B. That this General Plan Amendment and implementing rezoning are consistent with the Goals and Policies of the General Plan, including Policy 18.2 which encourages the adoption of Specific Design Guidelines for different areas within Community Regions.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 5th day of December, 2000, by the following vote of said Board:

Ayes: Supervisors Peter Van Zant, Karen Knecht, Bruce Conklin, Elizabeth Martin, Sam Dardick.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

CATHY R. THOMPSON  
Clerk of the Board of Supervisors

By: *Cathy R. Thompson*  
Deputy Clerk

*Bruce H. Conklin*  
Chairman

DATE	COPIES SENT TO
12-13-00	Planning (2) <i>JK</i>
	Counsel <i>JJ</i>

# Higgins Area Plan

## Higgins Area Plan

November 2000

County of Nevada  
950 Maidu Avenue  
Nevada City, CA 95959-8617  
(530) 265-1440  
Fax (530) 265-1798

### Higgins Advisory Committee

Gary Clarke  
Willard Schoellerman  
Joyce Miller  
Bill Nelson  
Gloria Siegle  
Donna Prince  
Tony Gosalvez  
George Asselanis  
Karen Knecht, Supervisor District 2

### Nevada County Planning Staff

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# TABLE OF CONTENTS

<b>CHAPTER I. INTRODUCTION</b>	
Purpose.....	I-1
Plan Goals .....	I-2
Plan Organization .....	I-2
Plan Area Description.....	I-3
Area History .....	I-6
<b>CHAPTER II. PUBLIC FACILITIES</b>	
Domestic Water Supply .....	II-1
Fire Protection .....	II-3
Sewage Disposal .....	II-4
Drainage .....	II-5
Parks and Recreation.....	II-10
Circulation .....	II-12
<b>CHAPTER III. DESIGN GOALS, GUIDELINES, AND STANDARDS</b>	
Design Goals .....	III-1
Design Policies .....	III-3
Design Guidelines.....	III-9
<b>CHAPTER IV. PLAN IMPLEMENTATION</b> .....	IV-1
<b>CHAPTER V. REFERENCES</b> .....	V-1
<b>APPENDIX. Nevada County General Plan/Higgins Area Plan Relationship</b> .....	A-1

# CHAPTER I INTRODUCTION



Comble Road Corridor

## PURPOSE

The Higgins Area Plan establishes the goals, policies and implementation measures that will guide development through the year 2010 in the portion of southwest Nevada County known as the Higgins Corner-Lake of the Pines Village Center ("Higgins Area").

The direction and authority of the Higgins Area Plan is founded in the goals and policies of the 1995 Nevada County General Plan and implements County Ordinance 1930, which provides for comprehensive planning for the Higgins Area. The "SP" site performance combining district, described in the County's *Land Use and Development Code and Zoning Regulations*, designates parcels within the Plan area for such comprehensive planning.

As a policy document, this plan supplements the countywide General Plan in guiding future development within the Higgins Area. It will pro-

vide direction in the decision-making process as development occurs.

The Higgins Area Plan will be used in a variety of ways to enhance development within the Higgins Area. The Plan identifies community goals for services and improvements, and will be used to develop private and public programs to address those needs. It also establishes policies to guide new projects through the design and development review process. The Plan's guidelines provide suggestions for improvements to private property and are intended to stimulate implementation of private property improvements in the Higgins Area.

The goals, policies and guidelines are consistent with the overall theme, goals and policies of the General Plan. Authorized by California Planning and Zoning Law Section 65303, the Higgins Area Plan refines the policies of the General Plan as they relate to the Higgins Area. In keeping with the General Plan's "Village Center" concept, the Higgins Plan reinforces the need for pedestrian and bike trails through the community, as well as internal access and linkages to minimize use of arterial roadways.

### The Higgins Area Plan:

- Provides comprehensive development planning for the Higgins Corner-Lake of the Pines Village Center
- Supplements the Nevada County General Plan
- Identifies community needs for services and improvements

### Inside this chapter:

Purpose	I-1
Plan Goals	I-2
Plan Organization	I-2
Plan Area Description	I-3
Area History	I-6

## PLAN GOALS

The primary goal of the Higgins Area Plan is to retain the small town character of the Higgins Area, while serving the basic needs of the surrounding community and providing a gateway to those entering western Nevada County. As it develops, the Higgins Area will continue to function as the crossroads of southwestern Nevada County and as a gateway to Nevada County from the Sacramento Valley.

This Plan has been prepared to achieve the following primary goals:

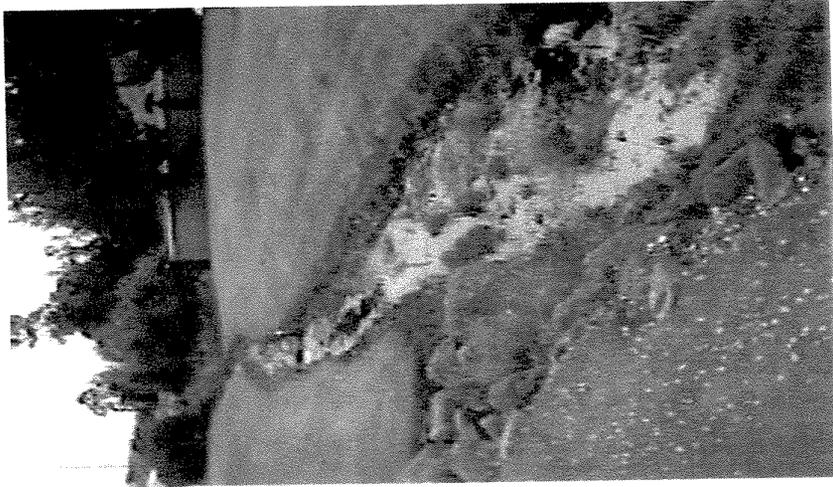
- Allow the Higgins Area community to flourish while retaining its unique, small town atmosphere.
- Protect and preserve the identity of the Higgins Area as a scenic, tranquil, family-oriented community.
- Implement the Site Performance (SP) combining zoning district requirements of the Zoning Regulations requiring the preparation of an Area Plan/Community Plan for the Higgins Corner/Lake of the Pines Village Center.
- Develop specific design guidelines that reflect the distinctions and transitions between Placer County and Nevada County.

- Provide uniform criteria for project design review.
- Incorporate plans for public water and sewer for future development.
- Identify needed drainage improvements.

## PLAN ORGANIZATION

This document is arranged into four sections: Chapter I provides an introduction to the Plan; Chapter II discusses public facilities within the plan area; Chapter III contains design goals, policies and guidelines for development; and Chapter IV addresses plan implementation by providing a general discussion of the schedule and financing for various elements of the Plan. A description of the relationship of the Higgins Area Plan to the General Plan is included in the Appendix.

Supporting technical documents include a wastewater feasibility study describing the location, extent and cost of sewer facilities needed for permitted development; County circulation and drainage plans; Nevada Irrigation District's water distribution system Master Plan update for Lake of the Pines; and the Ragsdale Creek Development Setback Study. These studies are included in Chapter V: References, and are available for review at the Nevada County Planning Department.



**Ragsdale Creek**

*The primary goals of the Higgins Area Plan are to retain small town character and meet basic community needs*

## PLAN AREA DESCRIPTION

The Higgins Corner/Lake of the Pines Village Center ("Higgins Area") encompasses approximately 246 acres as delineated on the General Plan land use map. This area surrounds the Combie Road corridor, which begins just west of the intersection of State Route (SR) 49 and Combie Road, and extends approximately two miles east to the entrance of Bear River High School, north of the Lake of the Pines subdivision.

At the time of this plan's preparation, 92 parcels exist within the Higgins Area, ranging in size from 7,000-square foot multi-family lots in Lake of the Pines, to a 27-acre multi-family residential parcel on the north side of Combie Road. The amounts of land designated for various uses within the Higgins Area include 35.19 acres of commercial, 15 acres of office and professional, 35.62 acres of industrial and business park, 136 acres of multi-family residential, 20 acres of residential-agricultural and 4.14 acres of public district.

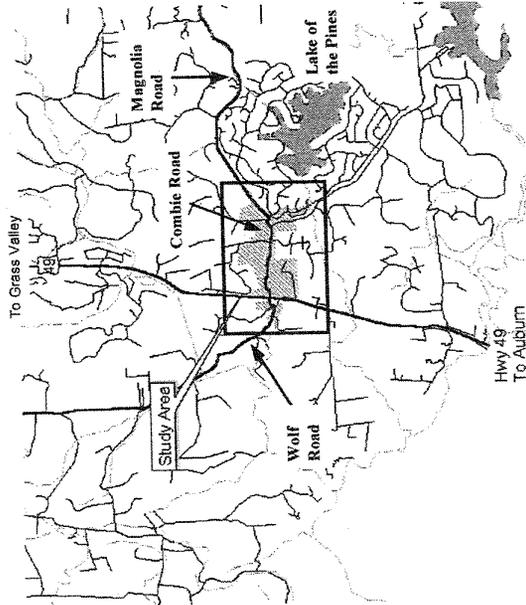
There are two primary commercial areas within the Higgins Area: the crossroads at the SR 49/Combie/Wolf Roads intersection and the crossroads at the Combie/Magnolia/West Hacienda Roads intersection. Three parcels are designated for professional office space, two of which are developed, and five parcels for industrial use, one of which has been approved for development. Forty-six duplex lots exist within the Lake of the Pines and a 24-unit mobile home park is located on the south side of West Combie Road.

While not contained within the Higgins Area, several residential developments and facilities in the vicinity must be considered because of their influence on the area. These are Lake of the Pines, a gated community consisting of 1,996 residential lots, a golf course, four tennis courts, and a 232-acre lake; school complexes consisting of Bear River High School, Magnolia Intermediate School, Cottage Hill Elementary School, two campuses of Forest Lake Christian K-12 private school and a private school located at the northwest corner of SR 49 and Combie/Wolf Roads; three churches; and Lake of the Pines Ranchos, a Community Service District consisting of 196 five-acre residential lots. In addition, a 223-lot residential subdivision and another golf course are currently under development.

## Area Resources

Topography within the Higgins Area varies from gentle-to-moderate slopes along the northern and southern boundaries to sloping and relatively flat terrain along the Combie Road corridor; prominent ridgelines generally parallel Combie Road north and south. Both sides of the Combie Road corridor drain toward Ragsdale Creek, a stream that originates near Huck Finn Lake in Lake of the Pines. Within the Higgins Area, the creek parallels the southern boundary of Combie and Magnolia Roads, crossing the roadway for a short distance near Armstrong Road. Area vegetation is characterized by a mix of open grassland and oak woodland, with dominant tree species being black oak, blue oak and ponderosa pine; patches of willow scrub riparian vegetation, freshwater marsh and valley oak

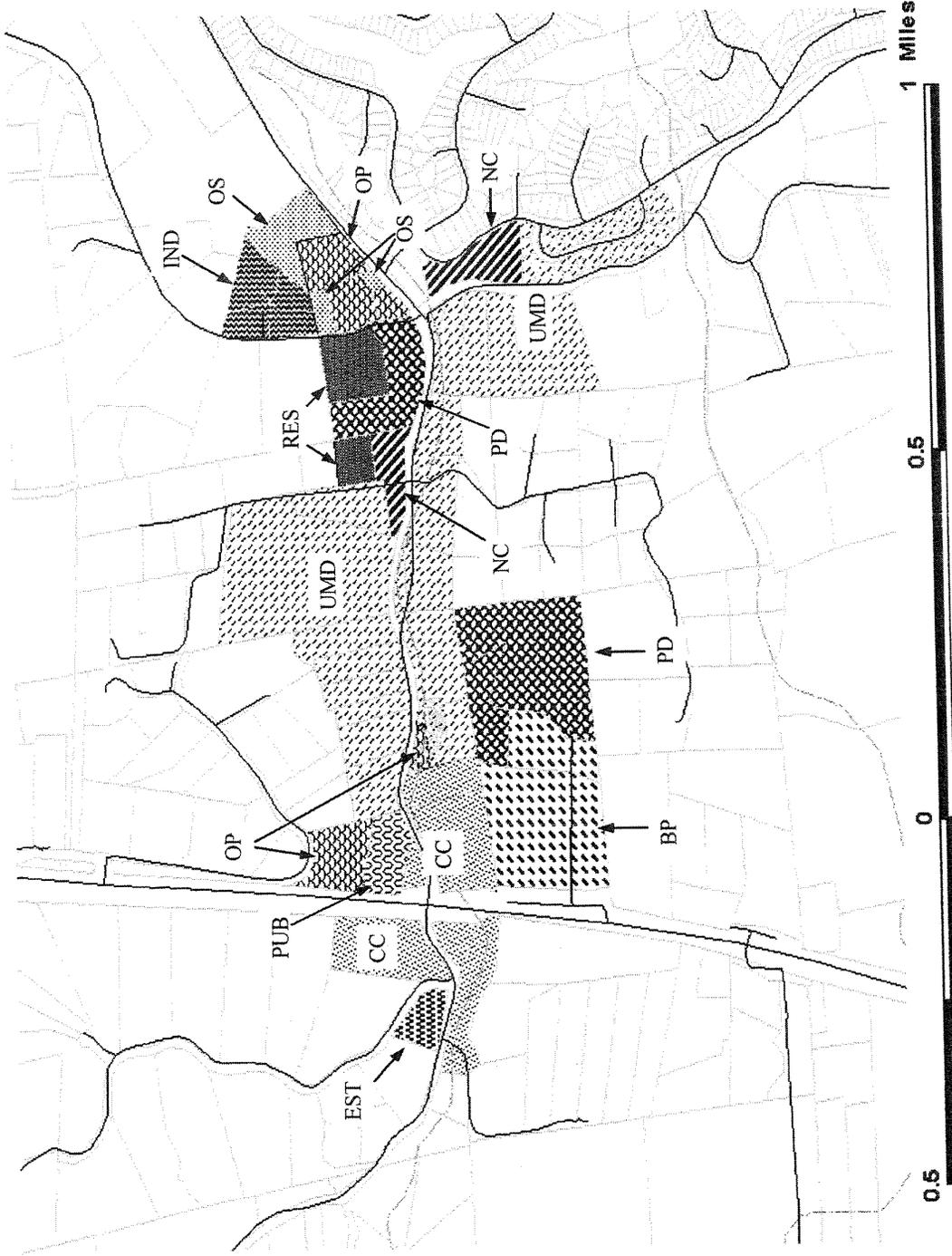
woodland occur along the Ragsdale Creek riparian corridor, providing cover, foraging and breeding habitat for an array of wildlife species. The area along the riparian corridor contains suitable habitat for special-status species. However no species of concern were identified during preparation of the Ragsdale Creek Development Setback Study, completed in conjunction with this Plan. The Higgins Area Plan policies and guidelines provide for preservation of area resources and reinforce policies contained in the Nevada County General Plan by emphasizing protection of ridgeline views, slopes in excess of 30%, oak woodlands and riparian corridors.



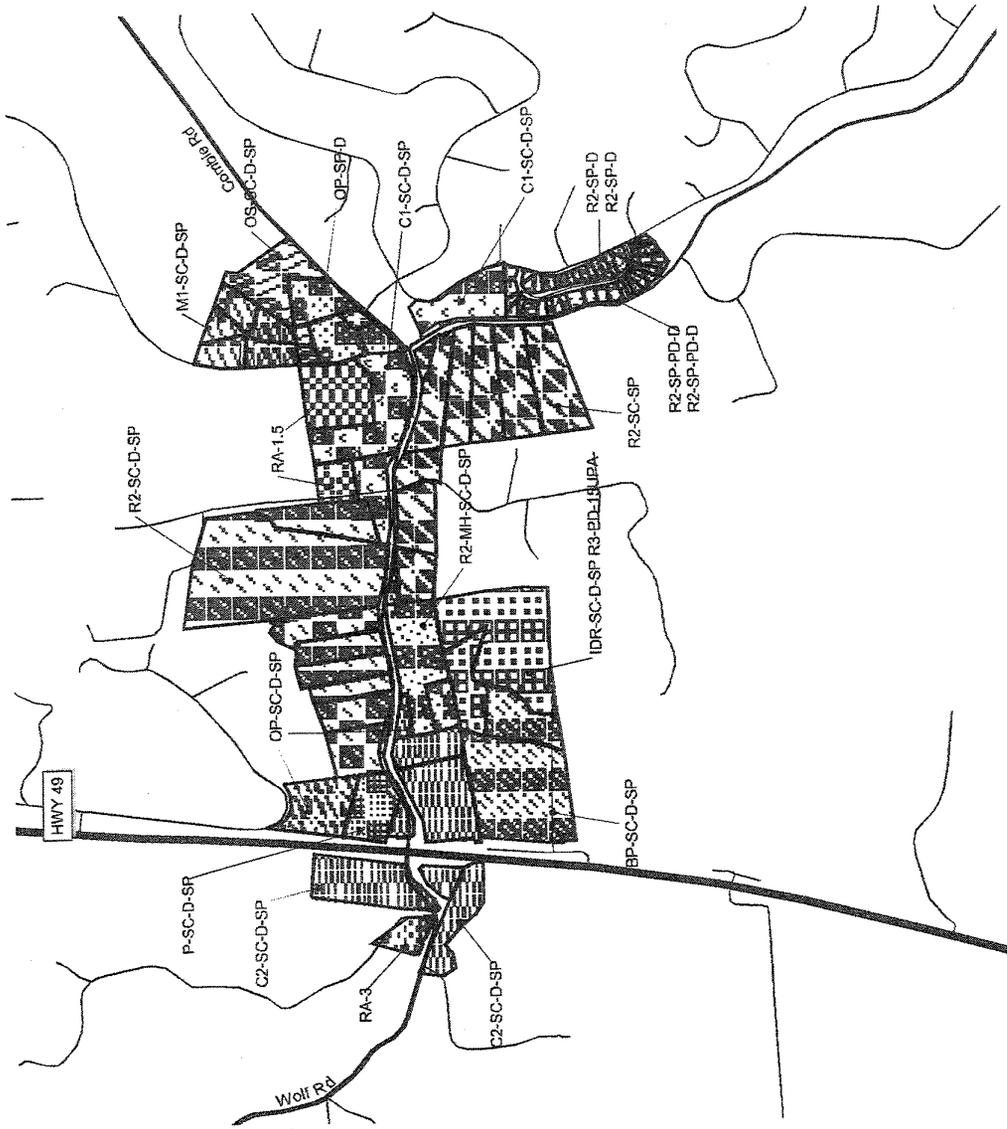
Regional Location of Higgins Plan Area

**LEGEND**

- BP = Business Park
- CC = Community Commercial
- EST = Estate
- IND = Industrial
- NC = Neighborhood Commercial
- OP = Office-Professional
- OS = Open Space
- PD = Planned Development
- PUB = Public
- RES = Residential
- UMD = Urban Med. Density Residential



General Plan Designations in the Higgins Area



LEGEND

- BP = Business Park
- C1 = Neighborhood Commercial
- C2 = Community Commercial
- D = Design
- M1 = Light Manufacturing and Industrial
- OP = office and Professional
- MH = Mobile Home\*
- OS = Open Space
- P = Public
- PD = Planned Development
- R2 = Multiple Family Residential
- R3 = Medium Density Multiple Family Residential
- RA = Residential Agricultural
- SC = Scenic Corridor \*
- SP = Site Performance
- 15UPA = 15 units per acre \*
- \* Combining District



Zoning Districts in the Higgins Area

## AREA HISTORY

Recorded history indicates that the Higgins Area was occupied during the pre-European period by the Southern Maidu, or Nisenan, who resided in permanent winter villages. Although the Gold Rush had a tremendous impact on the region and on the Nisenan, the population survived by adapting to and integrating with the Euro-American inhabitants.

Non-native American use of the region began in earnest with the discovery of placer deposits in Wolf Creek in 1848. The Higgins Area appears to have been largely bypassed by the intensive mining that occurred on the Bear River to the south and near Grass Valley to the north. Historic use of the area centered on animal husbandry, homesteading, and ranching, lasting well into the twentieth century. The Higgins Area community retained its rural and agricultural identity until development of Lake of the Pines began in 1966. This large residential subdivision served as the starting point for a shift to the community's current suburban character.

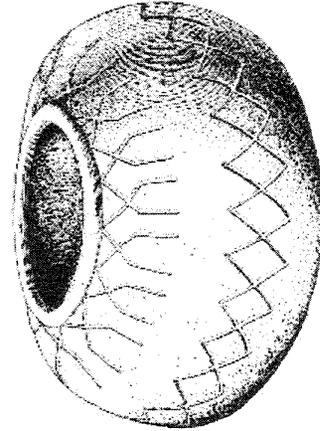
Specific historic features within the vicinity included the "Auburn and Grass Valley Road" and "Ragsdale Ranch." The original wagon road

from Auburn to Grass Valley was located about one-half mile west of Lake of the Pines (LOP), paralleling the current alignment of SR 49. Ragsdale Ranch was located about one mile south of LOP. The SR 49/Combie Road intersection was developed and used intensively since the early 1860s. Two early transportation corridors, the Overland Emigrant Trail and an early wagon road between Auburn and Grass Valley, are located in the vicinity and roughly follow the present route of SR 49 near Higgins Corner.

The locale of Higgins Corner itself was acquired by Mr. M.J. Higgins in the 1860s. Mr. Higgins was born in Ireland in 1833. He came to California in search of gold, settling in Nevada County in 1860 to raise cattle on a 160-acre ranch near this area with his wife Mary Driscoll and his four daughters and two sons. He acquired approximately 400 acres at this location, which includes what is now the intersection of SR 49 and Wolf Road. This area was gradually developed for commercial use and included construction of a residence and barn southwest of the intersection. Mr. Higgins passed away at age 80 in 1913. Subsequent land transactions involving the Higgins property were conducted primarily by his son, Wil-

liam, who had earlier expanded the commercial operations to include a blacksmith's shop and a gas station.

The original residence apparently burned (date unknown) and in 1958 Mr. Roy Peterson acquired 400 acres in the vicinity of Higgins Corner, including the remaining historic structures on the southwest side of the intersection. At that time, the structures included the blacksmith's shop, the gas station and the barn. A number of alterations were made to these buildings and in the 1960s Peterson razed the blacksmith shop along with the remaining historic structures. Alterations were made to the barn by Peterson and, subsequently, by new owners who in 1985 acquired the property. The barn is now the "49er Feed Store" and is not considered a significant resource due to extensive alterations.



# CHAPTER II PUBLIC FACILITIES

Existing conditions for domestic water supply, fire protection, sewage disposal, drainage, and circulation are described. Additionally, improvements, if proposed, are discussed for each element. Detailed technical reports from which this information was drawn can be found on file at the Nevada County Planning Department.

## DOMESTIC WATER SUPPLY

Domestic water is provided to the Higgins Area by the Nevada Irrigation District (N.I.D.), whose facilities in the area include Lake Combie, the Magnolia III Canal, and a treatment plant located near the eastern boundary of Lake of the Pines. All but a small portion of the Higgins Area is located within the boundaries of N.I.D.'s Domestic Water Distribution System Master Plan.

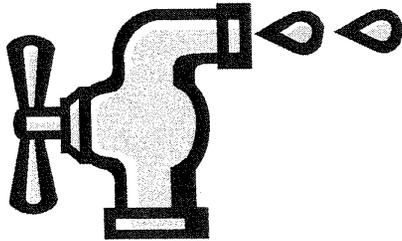
The 1989 update to N.I.D.'s Master Plan recognized the capacity of the treatment plant to serve properties within the Master Plan boundaries and an additional 138 residential units outside its boundaries. With the exception of two existing multi-family de-

velopments—the Lake Combie Mobile-home Park and Lone Pines Estates in Lake of the Pines—the Master Plan assumes one dwelling unit per parcel.

The 1995 Nevada County General Plan added a significant amount of multi-family residential use to the area, resulting in density for 862 additional residential units within N.I.D.'s Master Plan boundaries. There has not been a significant increase in the amount of commercial or industrial acreage that would be served by N.I.D.'s Master Plan. N.I.D. has conducted subsequent analysis which determined that while current facilities are insufficient to serve development projected under the 1995 General Plan, the District does have the ability to upgrade its water treatment and delivery system under the existing fee structure. It was further determined that the District can continue the process of upgrading the system under this fee structure for the next 20 years.

While raw water supply is available, it is anticipated that the demand for treated water, at buildout, will exceed the capacity of the existing treatment plant. The figure on the following page shows the existing and future distribution of N.I.D. pipelines carrying treated water in the Higgins Area.

Domestic water service is available to new development on a "first come, first served" basis. As development occurs, existing capacity will be depleted. Construction of additional treatment plant capacity may be expensive. N.I.D. would expect project proponents to fund the cost of treatment plant expansion. The cost of providing piped, treated water may impose constraints to future development in the Higgins Area. In the case of minor land divisions, General Plan Policy 3.18 allows individual water supply systems if it would be less costly than extending the public system.



*Well-developed infrastructure and adequate public facilities provide for a well-planned, functional community.*

**Inside this chapter:**

Domestic Water Supply	II-1
Fire Protection	II-3
Sewage Disposal	II-4
Drainage	II-5
Parks and Recreation	II-10
Circulation	II-12

# NID SERVICE

- Private Raw Waterline
- Treated Waterline
- Planned Bear River Junction Expansion
- Community Boundary



N.I.D.'s Existing and Planned Treated Water Pipeline System

## FIRE PROTECTION

Fire protection in the Higgins Area is provided by the Higgins Fire Protection District in coordination with the California Department of Forestry and Fire Protection. The District maintains its headquarters at the intersection of Combie Road and SR 49 (Station 21), the entrance to the Higgins Area.

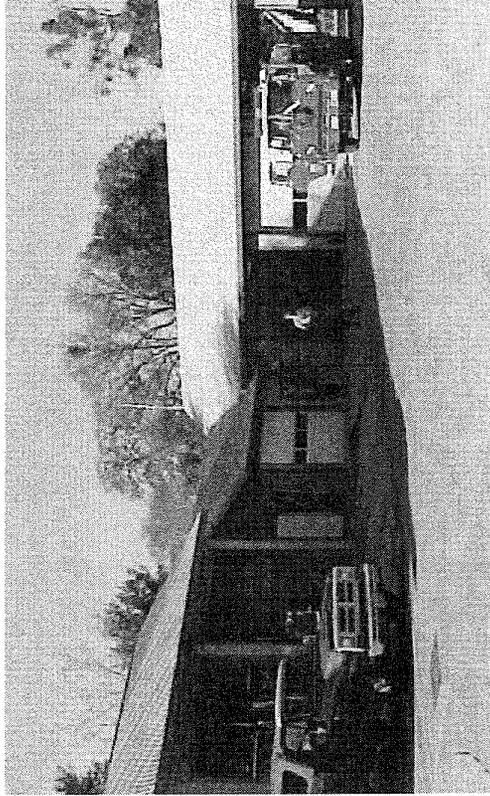
The station houses three engines and is staffed with four full-time engineers, two long-term firefighters, one administrative captain and one administrative assistant. The station is manned 24 hours a day.

The District is funded by a combination of property taxes and development fees. All new construction within the boundaries of the Higgins Area will be required to pay impact fees at an established per-square-foot rate. Fireflow (pressurized water available for fire protection purposes) is currently provided within the Higgins Area via hydrants connected to the Nevada Irrigation District public water supply. A 10-inch water main runs the length of Combie Road from the eastern boundary of Lake of the Pines to the Higgins Fire District property.

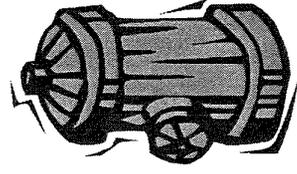
No ambulance services are located within the Higgins Fire Protection District. However, all firefighters within the District are trained emergency medical technicians or first responders. Sierra Nevada Hospital Unit, a private ambulance service, is the nearest service provider to the Higgins Area. The ambulance is stationed about four miles north of Station 21 on SR 49.

State and County codes require that any development in this area comply with minimum fire safety requirements, including establishing improved access for fire equipment, clearance of native brush from around structures and, for commercial projects, interior fire sprinkler systems.

Existing facilities and equipment are excellent for meeting current fire protection needs in the Higgins Fire Protection District. One additional full-time engineer is being added to the staff. The Higgins Fire Protection District accumulates monies in a reserve account to ensure resources are available for expansion, as needed, and does not foresee any difficulties providing services for a growing community as projected by the Nevada County General Plan.



Higgins Fire District – Station 21



## SEWAGE DISPOSAL

The Nevada County Department of Transportation and Sanitation oversees Sanitation District No. 1- the district that operates the Lake of the Pines wastewater collection and treatment facilities. There are about 1,950 equivalent dwelling units (edus), or "hookups" currently connected to the District's system. Existing flow is approaching the capacity of the treatment facilities, with only 250 remaining edus. The zoning designations established by Nevada County Board of Supervisors would allow development of an additional 1330 edus. These additional units, while located within the sphere of influence of Zone 2 of Sanitation District No. 1, will require Local Area Formation Commission (LAFCo) action to annex them before the Zone 2 plant will serve them.

The District recognizes that projected sewage flow is well beyond the capacity of the existing Lake of the Pines wastewater treatment facilities. The District commissioned a preliminary feasibility study to assess plant expansion requirements and potential treatment alternatives to increase the capacity of the wastewater treatment plant. In September 1999, the Board of Supervisors accepted Phases I and II of the LOP/Higgins Wastewater Feasibility Study as complete and authorized staff to investigate potential

funding sources for planning, design, environmental review and construction of the expansion project.

### Existing Wastewater Facilities

Lake of the Pines' wastewater treatment, storage and disposal facilities consist of an aerated facultative pond, two settling/backwash ponds, chemical feed facilities, sand filters, chlorination and dechlorination facilities, three storage ponds, five 9-15 acre spray irrigation fields, and a gravity outfall to Magnolia Creek. The plant is located on 104 acres off South Combie Road, outside of the Higgins Area.

From May to October, disposal of secondary treated effluent is accomplished by spray irrigation. From November to April, tertiary treated effluent is discharged into Magnolia Creek. Conditions permitting, spray irrigation is also used for disposal from November to April.

### Proposed Treatment Plant Capacity Expansion

The preliminary feasibility study evaluated the technical and economic merits of several wastewater treatment alternatives. The study recommends the Dual-Powered Aerated Lagoon System alternative. This alternative consists of multiple-cell lagoon (pond) systems that typically include a completely-mixed cell followed by a series

of equal volume partially-mixed cells. The benefits of this system are reduced hydraulic retention time, which results in capital cost savings, and the suppression of algal growth, resulting in improved effluent quality.

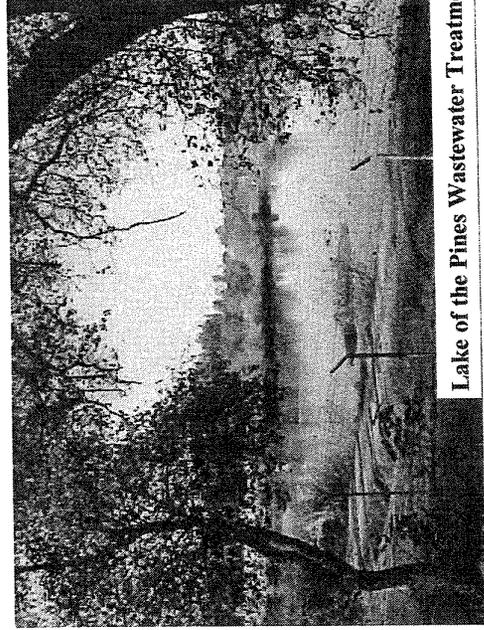
The preliminary feasibility study concluded that this alternative would be economically feasible and could accommodate projected development in the area. Based on the positive conclusions drawn in the preliminary feasibility study, the District is further considering expansion of the wastewater treatment plant.

It has been determined, through a subsequent assessment, conducted by the Department of Transportation and Sanitation, that the wastewater treatment plant can be upgraded incrementally

tally to accommodate development as it occurs, eventually resulting in an almost doubling of plant size at General Plan buildout. If incremental upgrading is determined to be infeasible due to a lack of funding, it may preclude near-term expansion and, therefore, pose a constraint to development.

### Regional Wastewater Treatment

Another option for treatment of wastewater currently under consideration by the Nevada County Board of Supervisors and the Sanitation District Board is participation in a regional wastewater treatment facility that is currently proposed near Auburn Ravine in Lincoln. A Joint Powers Agreement with Placer County and several cities in Placer County to pursue the construction of this facility is currently being considered.



Lake of the Pines Wastewater Treatment Plant

**DRAINAGE**

**Watershed Description**

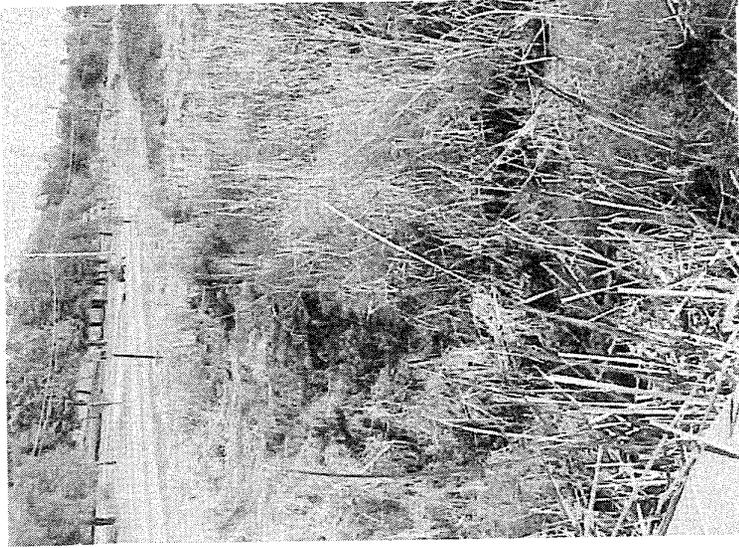
Ragsdale Creek, a tributary of Wolf Creek which flows into the Bear River, is located in western Nevada County in the Sierra Foothills. The size of the drainage basin upstream of SR 49 is approximately 595 acres (.93 square miles) with elevations ranging from 1,420 to 1,720 feet. The basin is made up of moderately sloping wooded and grassy terrain. The mean annual precipitation in this basin is approximately 37 inches.

The land use patterns in this basin include rural large parcel residential, suburban subdivision, schools, playing fields and low-to-medium density multi-family and commercial developments.

A field reconnaissance was performed in December 1998 by the Nevada County Department of Transportation and Sanitation. The field investigation confirmed the basin boundaries and runoff potential contained in the documented information concerning this watershed.

**Hydrologic Analysis**

The U.S. Army Corps of Engineers' HEC-1 flood hydrograph computer program was used in this study utilizing the Soil Conservation Service (SCS) unit hydrograph method. The runoff from the 24-hour synthetic storm was calculated for



**Ragsdale Creek**

both the 10- and 100-year storms using rainfall depth-duration information contained in the Nevada County Standard Specifications.

The drainage basin was delineated and mapped using the USGS quad maps overlain on Assessor Parcel Maps and Road System Maintained Mileage Maps prepared by the Nevada County GIS Department. The Drainage Area Map is included in this report. Curve numbers were determined using the SCS' *Soil Survey of Nevada County*, a projection of 20-year land use patterns in the area based on Nevada County's zoning maps, General Plan and personal observations of cover type and watershed conditions. General Plan Policy 1.23 was used to determine the percent of impervious surface for the various land use designations. Lag times were based on slopes and lengths taken from USGS maps and observations of conveyance characteristics.

A summary of the hydrologic calculations are as follows:

Drainage Area Flow Designation	Area (sq. mi)	Combined Area	Ragsdale Creek SCS			10 Yr. Peak Flow (cfs)	100 Yr. Peak (cfs)
			No.	Curve	MAP (in)		
1	.31	.31	65.0	37	71	146	
2	.16	.47	72.0	37	114	224	
3	.27	.74	72.5	37	191	367	
4	.19	.93	78.6	37	267	493	



Contour Interval = 20'

Runoff Summary

	<u>10 Year</u>	<u>100 Year</u>
Poc #1	71cfs	146cfs
Poc #2	114 cfs	224cfs
Poc #3	191cfs	367cfs
Poc #4	267cfs	493cfs

Ragsdale Creek Drainage Basins

### Hydraulic Analysis - Existing Conditions

A hydraulic analysis was performed on the SR 49 culvert crossing and the Ragsdale Creek channel extending from SR 49 to approximately 1,300 feet east of Highway 49. The analysis was performed with study level (as opposed to design level) survey information and under no circumstances should culvert or channel sizing information discussed in this report be used in the construction of new facilities without a detailed survey and design performed by a licensed Civil Engineer.

The methods used to analyze the hydraulics in the drainage system included the Direct Step Method for open channel flow conditions and the Mannings Equation for conduit pressure flow conditions. Junction and transition losses were calculated using the energy equation loss coefficients.

Under current conditions, with the watershed only partially developed, there is local flooding on the low lying parcels near SR 49. The extent of flooding is affected more by the sizing of driveway conveyances and the amount of vegetation in the creek bed, rather than the cross section/flow capacity of Ragsdale Creek. Currently the Ragsdale Creek conveyance system and the SR 49 culvert crossings, with the exception of the undersized driveway culverts, is functioning adequately.

The hydraulic conditions expected to occur at watershed buildout will create the need for minor improvements to the Ragsdale Creek channel as well as the SR 49 culvert crossing. It is projected that at buildout the storm flows will exceed the capacity of the existing creek channel causing minor flooding on Assessor's

Parcels 57-070-4 and 57-140-11 on Combie Road. Minor flooding is also expected to occur on Combie Road near the SR 49 intersection. Although the exact depth and extent of the flooding is beyond the scope of this study, it is predicted that the flooding would be less than one-foot deep.

### Hydraulic Analysis - Required Improvements

Drainage improvement options were investigated for the section of Ragsdale Creek between SR 49 and the Combie Road/Magnolia Road intersection. For ease of discussion this section of the creek will be broken into seven reaches, as shown on the figure on the following page. Each reach will be discussed separately in this report. As stated earlier, this analysis was performed with study level (as opposed to design level) survey information and under no circumstances should culvert or channel sizing information discussed in this report be used in the construction of new facilities without a detailed survey and design performed by a licensed Civil Engineer. All dimensions used on the options discussed herein should be considered as approximate.

#### • REACH 1 - SR 49 CULVERT CROSSING

The existing 84-inch corrugated metal culvert appears to satisfy Nevada County's drainage criteria but the culvert's current configuration creates a backwater condition extending most of the way through Reach 2. It appears that this backwater condition can be contained by channel and site grading improvements through Reach 2 and Nevada County's drainage standards can be maintained. Although the existing culvert appears to just meet Nevada County's drainage standards, the hydraulic conditions of the parcels in Reach 2

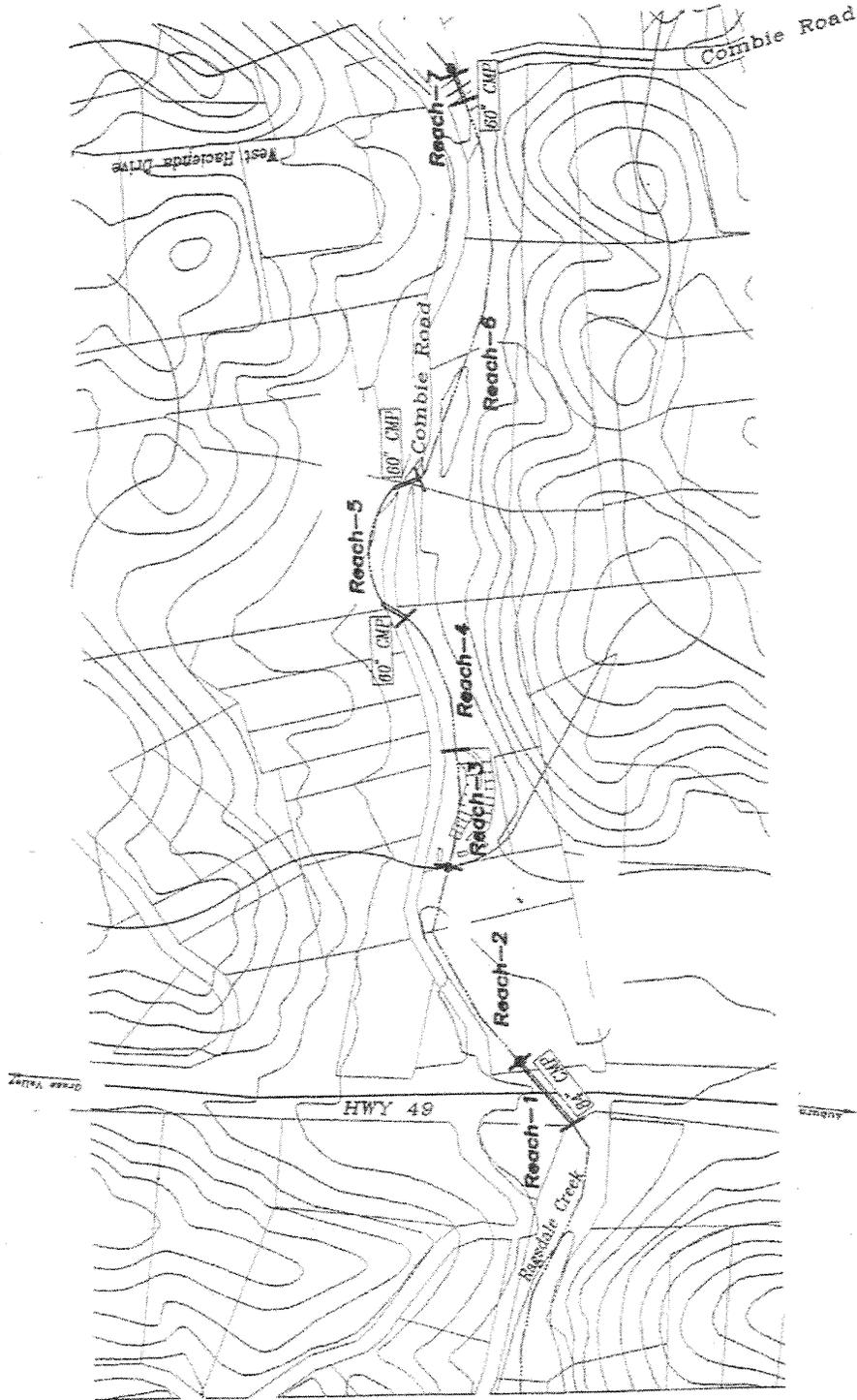
would be improved by the addition of hydraulic capacity under SR 49. The addition of a parallel culvert or the replacement of the existing culvert with a larger culvert would decrease or eliminate the backwater condition which exists in Reach 2. However, due to the downstream topography and channel size, Caltrans has indicated that increasing the hydraulic capacity under SR 49 would create flooding problems downstream of this location. For this reason, Caltrans does not include such an improvement in the plans for the widening of SR 49. Caltrans has no plans to replace or expand the existing culvert, as it is hydrologically sound. Caltrans recommends controlling this backwater condition through upstream improvements, including detention basins and channel widening. Relieving this backwater condition would likely reduce or eliminate the need to raise build-out pad grades. At watershed buildout, it is anticipated that water flows through this culvert may meet, or even exceed, the existing hydraulic capacity.

The existing entrance structure is a simple headwall with very little transition from the channel to the culvert. This should be replaced with a wingwall structure, which forms a smooth transition between the channel and the culvert. Since this structure is owned and maintained by Caltrans, it is recommended that Caltrans Standard Plan D86B be used. The structure is efficient from a hydraulics point of view, and using this a Caltrans standard structure will help speed approvals through the Caltrans Encroachment Permit process. The addition of this structure will have a minimal effect on the backwater condition.

#### • REACH 2 - JUST UPSTREAM OF SR 49 TO JUST DOWNSTREAM OF PARCEL 57-140-13 (Stiegle Property)

The analysis of existing conditions has shown that the Ragsdale Creek Channel along Reach 2 is only slightly undersized to carry the buildout flows. This being the case, only minor improvements are required. It

# Ragsdale Creek



Ragsdale Creek Reach Locations

is possible that when site-specific surveys and designs are prepared for this area, it will be determined that site grading (raising of lot grade elevations) and minor channel improvements will satisfy the majority of the drainage issues. Note that in the following discussion individual driveway crossings are not discussed. Individual driveways must be designed and evaluated to suit the individual development condition.

Several Reach 2 options were evaluated for the final configuration of the creek. These options ranged from a wide channel with gently sloping banks to a vertical walled channel supported by the use of concrete or gabion retaining walls. The preferred options were those without structural support from an aesthetic, biological and economic point of view (constructing vertical retaining walls would increase the cost of Reach 2 improvements by approximately \$325,000). An example for reconfiguration of the Creek that meets all three of the above criteria, is shown on Page II-11 of this plan. Under this method, the channel base and lower two-thirds of the side-slopes shall be revegetated with locally native, low-growing grasses, sedges and rushes (depending upon market availability) that lay over during storm flows. The reconstructed channel shall include a low-flow channel designed to accommodate fish and aquatic organisms during low flows, as well as a terrace to provide a planting area for riparian species. The exact channel dimensions and top of bank elevations will be determined from detailed surveys, hydraulic design and grading plans at the time of development, but generally it appears that the depth of the channel will vary from approximately 10-feet deep at Highway 49 to approximately 5-feet deep at the upstream end of Reach 2. It is anticipated that it will be necessary to raise the lot elevations by importing fill material along Reach 2 to protect these proper-

ties from the 100-year storm. The project proponent shall provide a system designed to meet the Nevada County drainage standards.

- REACH 3 - FROM JUST DOWNSTREAM OF PARCEL 57-140-13 (Siegle Property) TO THE POND

Reach 3 was recently improved along with the construction of a commercial development. It is assumed that this reach was properly designed and constructed, so no further discussion is provided.

- REACH 4 - FROM THE POND ON PARCEL 57-140-13 (Siegle Property) TO THE COMBIE ROAD CULVERT CROSSING

The pond will have little or no effect on the ability of Ragsdale Creek to carry storm flows and it is recommended that this pond remain in its current location.

The section of open channel from the pond to the Combie Road crossing can incorporate the reconstruction method discussed for Reach 2. Due to lower flow rates in Reach 4 channel dimensions will be less than those shown for Reach 2.

- REACH 5 - FROM THE CULVERT CROSSING AT COMBIE ROAD THROUGH THE POND ON PARCEL 57-140-16 (Armstrong Property) THROUGH THE CULVERT CROSSING AT COMBIE ROAD UPSTREAM OF THE POND

Both 60-inch corrugated metal pipe culvert crossings are undersized for buildout flows and should be augmented with an additional 60-inch parallel culvert at each location. These improvements should be made during the future widening

project on Combie Road.

The pond will have little or no effect on the ability of Ragsdale Creek to carry storm flows and it is recommended that this pond remain in its current location.

- REACH 6 - FROM THE CULVERT CROSSING AT COMBIE ROAD TO THE INTERSECTION OF COMBIE AND MAGNOLIA ROADS

Reach 6 can incorporate identical methods (including the same dimensions) discussed for Reach 4.

- REACH 7 - CULVERT CROSSING AT THE INTERSECTION OF COMBIE AND MAGNOLIA

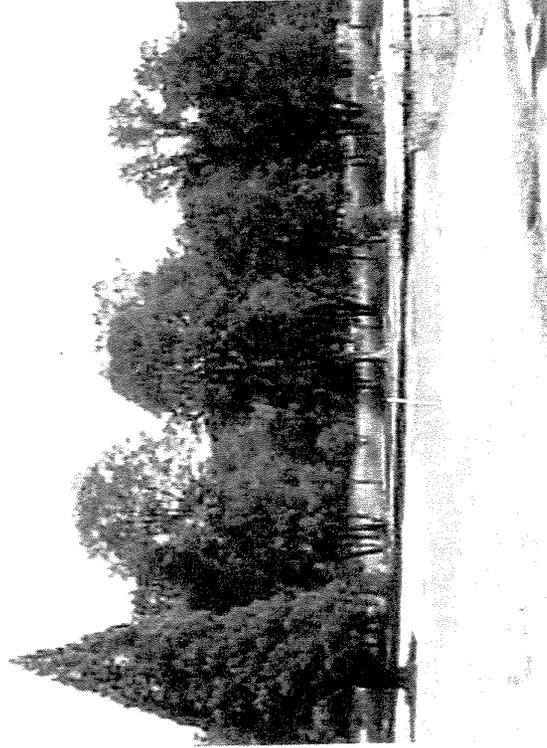
This 60-inch corrugated metal pipe culvert crossing is undersized and should be augmented with a 54-inch corrugated metal parallel pipe. These improvements should be made during future improvements to this intersection.

There are currently some small culvert crossings along Combie Road which transfer water from the north side of Combie Road to Ragsdale Creek. It appears that some or all of these crossings are undersized. Although this issue does not relate directly to Ragsdale Creek improvements, it is an important issue with regard to future widening and improvements to Combie Road. These minor crossings should be investigated, designed and constructed along with any improvements to Combie Road.

### PARKS AND RECREATION

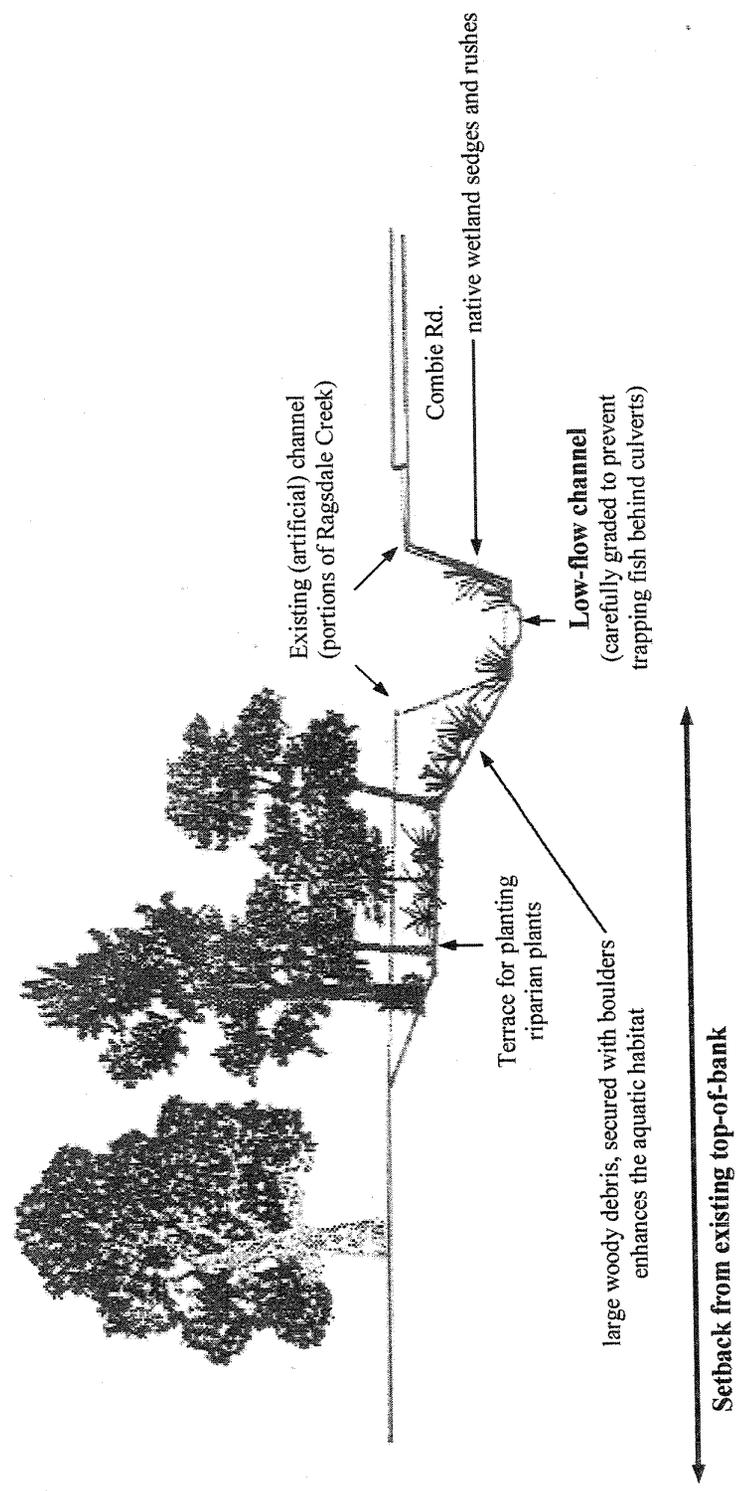
The Higgins Area Plan lies entirely within the boundaries of the Bear River Recreation and Park District (BRRPD). This District encompasses 120 square miles and 26,000 residents - from Lake of the Pines and Alta Sierra west to the Yuba County line. No County-owned or District-owned park land is located within the Higgins Area. Public recreation facilities - the Magnolia sports complex and one baseball field - are maintained by the District. These facilities are situated on a 6-acre parcel owned by Pleasant Ridge Elementary School District; four of the six acres are undeveloped.

At the present time, the planned multi-purpose trail on the north side of Combie Road would be maintained by the County and the pedestrian pathway on the south side of Combie Road would be maintained by individual property owners as frontage improvements, including the trail, are completed.



**Enlarged Channel**

Enlarged to normal channel width with gently sloping sides reduces erosion and accommodates high flows at full build-out



**Ragsdale Creek Cross Section**

**CIRCULATION**

Primary access to the Higgins Area is via Combie Road, which connects the community to SR 49. SR 49 is the primary access link to the north and south regions away from the community. A Subarea Traffic Study, conducted by Spectrum Engineering and the Nevada County Department of Transportation and Sanitation (DOTS) in 1995, projected Combie Road to have a capacity deficiency by the year 2015.

Various solutions for the anticipated Combie Road deficiencies were investigated. Some of the problems identified included congestion at the SR 49/Combie Road intersection, congestion along Combie Road, and the congestion and proximity of the intersections of Combie Road/Magnolia Road and Lakeshore Drive/Magnolia Road.

**Implemented Improvements**

The County recently implemented the following measures recommended in the 1995 traffic study to improve the functioning of the community's roads:

1. Installation of a right-turn pocket on Magnolia Road, from Combie Road to Lakeshore Drive.
2. Installation of two interconnected traffic signals at the intersections of Magnolia Road at Combie Road, and Magnolia Road at Lakeshore Drive.

**Planned Improvements**

The following measures are still necessary, as determined by the 1995 traffic study, in order to accommodate future traffic growth:

1. Widening of Combie Road to two through-traffic lanes in each direction, providing additional needed capacity to meet the projected increase in 2015 traffic volumes. A center two-way left-turn lane is also necessary at some locations. This project will be funded by DOTS and will be implemented when sufficient funds have been accumulated and the need occurs.

2. Widening of the SR 49/Combie Road intersection to provide additional through north-south state route intersection capacity. Caltrans will be implementing this project in 2001-2002.

3. Widening of SR 49 to two through-lanes in each direction. Caltrans will implement this project for the section of SR 49 south of Combie Road in 2001-2002.

4. Lengthening the northbound SR 49 to Combie Road right-turn lane. This will be completed by Caltrans in conjunction with Items 3 and 4 above.

*Internal Circulation*

5. Construction of a parkway to serve future commercial development at the southeast corner of Combie Road and SR 49. This parkway should be constructed to connect Combie Road one-quarter mile east of SR 49 to SR 49 one-half mile south of Combie Road. It will reduce the potential traffic impacts and disruption of traffic flow that could occur as a result of commercial development at that location. All development at this location should be accessed via the parkway. This parkway project will be implemented as development occurs.

**Recommended Improvements that will Not Receive Further Consideration**

Other improvements recommended by the 1995 traffic study were reviewed but proved to be cost ineffective or unacceptably disruptive to the community. Some of the alternatives considered, analyzed, and ruled out are listed below along with a brief explanation of why each was eliminated.

1. Construction of new road 1/2 mile south of Combie Road, and parallel to Combie Road from SR 49 to Combie Road 1/2 mile south of Magnolia Road.

This alternative was considered a good traffic mitigation but with excessive and avoidable environmental impacts. It also was considered to potentially provide additional growth inducing impacts to the area by significantly increasing capacity into the community. It was ruled out because of the ability to expand the existing alignment of Combie Road. Given the fact that Caltrans will desire limited access to SR 49 in the long term future, it was deemed infeasible that a full access intersection 1/2 mile south of Combie Road on S. R. 49 could be approved. Therefore this alternative was ruled out.

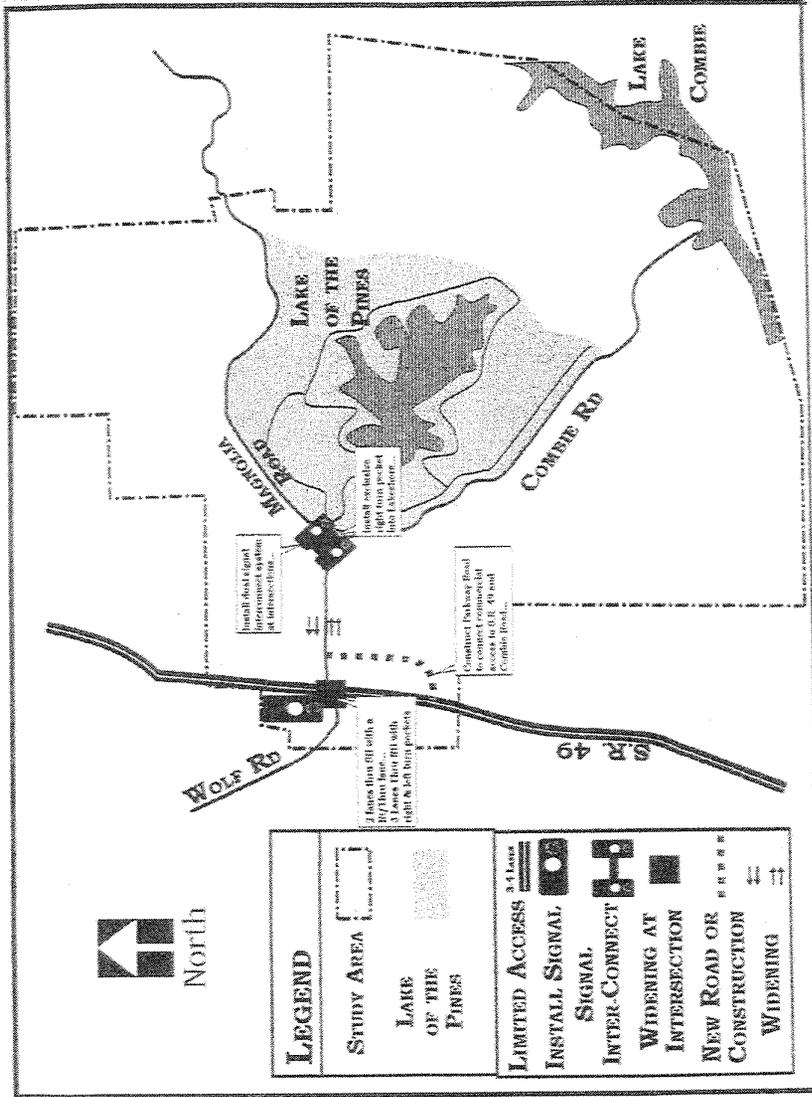
2. Utilization of a second gate into Lake of the Pines private community from Combie Road south of Magnolia Road. This alternative would divert a significant portion of the traffic now impacting Magnolia Road away from the congested areas. It has a low cost since all roads utilized are in place and under-utilized. A new security guard would need to be hired for this alternative.

Although this alternative was a good traffic mitigation, and would help significantly relieve impacts to the intersection of Magnolia Road/Lakeshore Drive, it was decided that the residential impacts to currently low volume streets within

the Lake of the Pines development would be too great to gain support by the local residents, and more especially by those impacted by such a large change in traffic patterns. Relatively low volume streets would be converted into significant collector roads, carrying much more traffic than local residents. This solution is very attractive however, because of its relatively low almost "free" cost (compared to dual signals and widening of Magnolia Road which can cost as much as \$250,000).

3. Realignment of Combie Road (north) to create a four-way intersection at Magnolia Road and Lakeshore Drive, eliminating the existing intersection at Magnolia Road/Combie Road.

This mitigation would completely change the local street system in the vicinity of Combie Road and Magnolia Road. It eliminates the existing intersection (and associated traffic conflicts) at Combie Road/Magnolia Road by re-routing Combie Road (north) northeasterly and back towards Lakeshore Drive, essentially becoming Lakeshore Drive. Combie Road (south) would swing northeast and become Magnolia Road. Even though this alternative eliminates the congestion problem between the two existing intersections along Magnolia Road in the vicinity of Lakeshore Drive, it creates a significant impact to the surrounding community by constructing new roads near to existing development. This alternative, although a significant traffic improvement, was considered to be too disruptive an impact to the local establishments and land owners in the vicinity.



**Secondary Emergency Access**

Only two primary routes currently exist within the Higgins Area: 1) Combie Road west to SR 49, and 2) Magnolia Road east to Dog Bar Road. Another route that could be used to access SR 49, as an alternative to Combie Road in the event of an emergency, is desirable. The Higgins Area will be studied as part of the Higgins Fire Protection District emergency evacuation plan. In the future, it will also be necessary to evaluate the feasibility of creating an alternative access to the Higgins Area south of Combie Road.

**Vehicle Traffic Infrastructure Design Considerations**

Nevada County General Plan Policy 4.19 states: "[the County shall] maintain the function and integrity of arterial and major collector roads by limiting access wherever possible. For all new development, allow access via the lowest roadway classification, consistent with safe operation of the roadways and environmental constraints." All discretionary projects should be reviewed for compliance with this policy. Preserving the functionality of major roads requires that transporting traffic between major origins and destinations be the main consideration when reviewing requests for access to major roads.

*Internal Circulation*

Consistent with the above, new access encroachments should be minimized, common driveways should be utilized wherever possible, and all new encroachments should be analyzed for their effect upon the safety and efficiency of the major roads and intersections. Turn-restricting medians should be installed where necessary and the use of alternative service roads should be encouraged.

Typical cross-sections of a Community Area multi-lane street are shown on Page II-16. Four 12-foot wide lanes with 4-foot wide shoulders would characterize Combie Road. A 12-foot wide center turn lane would be constructed where appropriate. A landscaped center median, in accordance with General Plan policy 4-9, where a center turn lane is not desirable, would be a low maintenance, safe treatment consistent with the rural theme of the community village area. A meandering landscaped buffer between the vehicle traveled way and the proposed multipurpose trail would also be a desirable amenity. Suitable tree, shrub, and herbaceous plants that would be effective in landscaping the buffer are listed at the end of this chapter.

**Pedestrian and Bicycle Facilities**

Pedestrian facilities are required within the Community Area pursuant to General Plan Policies 4.27, 4.32, and 4.34 (see Appendix). A map indicating proposed pedestrian and bicycle facilities within the Higgins Area is shown on the following page. The map depicts a continuous multipurpose trail on the north side of Combie and Magnolia Roads from SR 49 to the Magnolia Intermediate School on Kingston Lane. The hard-surfaced multipurpose trail would be approximately 10-foot wide, and flanked by an approximately 5-foot wide landscaped strip. The exact width of the trail and landscape buffer could vary to create a somewhat meandering path that would lend greater character to this circulation feature. The Ragsdale Creek Setback Study conducted as part of this Plan recommended that the trail be continued on the west side of SR 49. Future efforts to extend this trail west of SR 49 should continue by working with CalTrans to locate the safest crossing of the state highway and aligning the trail with that crossing.

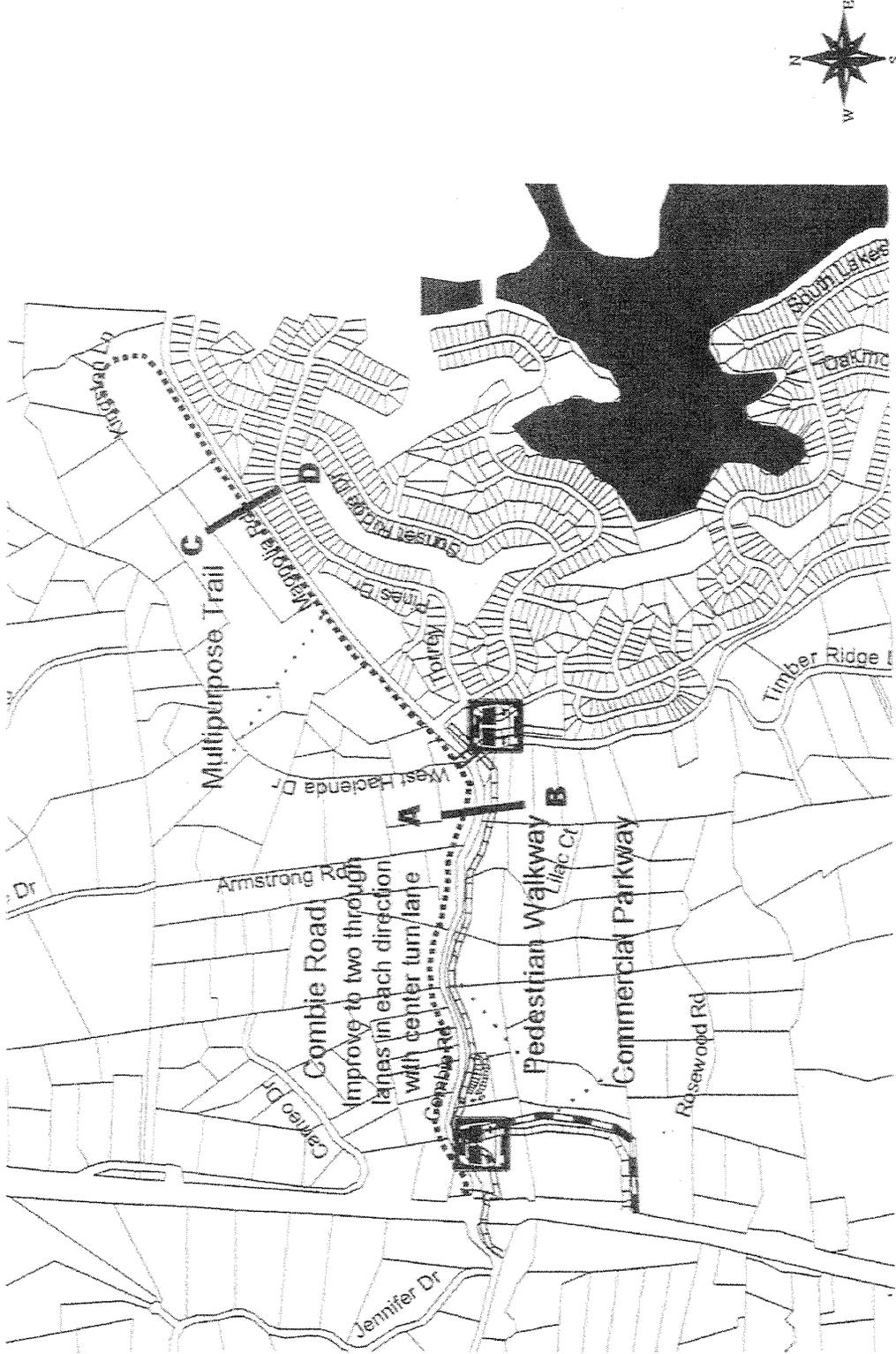
The map also depicts a five-foot wide pedestrian walkway on the south side of Combie Road from SR 49 to (south) Combie Road. The pedestrian walkway is to be constructed of a permeable surface, such as decomposed granite; it may be straight in some areas and be designed to meander in other areas. A pedestrian walkway within the commercial area southeast of the intersection of Combie Road and SR 49 provides internal and through-pedestrian circulation. Neither the multipurpose trail nor the pedestrian walkway shall be used toward satisfying open space requirements for proposed development, per the Zoning Ordinance.

Crosswalks are envisioned at the following locations:

1. State Route 49 at the Combie Road / Wolf Road intersection.
2. Wolf Road at State Route 49
3. Combie Road at State Route 49
4. West Hacienda Road at Combie Road
5. South Combie Road at Magnolia Road
6. Magnolia Road at Combie Road
7. Magnolia Road at Lakeshore Drive

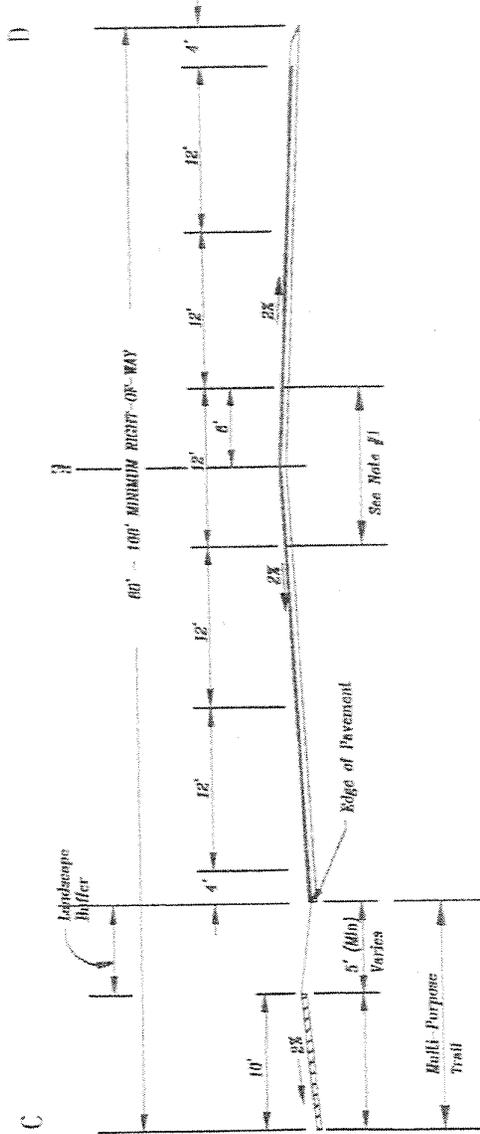
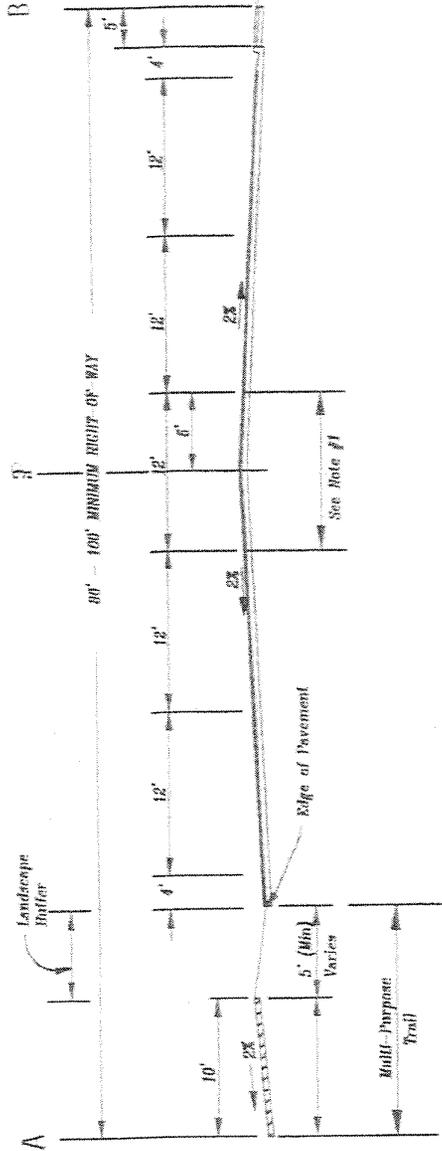
**Vehicle Trip Reduction**

All projects should be reviewed for opportunities to increase ridesharing, transit use and other means of reducing demand for additional roadway capacity. Transportation Demand Management and Transportation System Management Plans (TDM/TSM) shall be implemented when adopted.



For cross section details please see attached details A-B and C-D

Higgins Area Circulation, Trail, and Pedestrian Plan



Notes:

1. Two-way left turn lane, left turn pocket, or cobbled median, as appropriate.
2. Multipurpose trail separated from vehicle traveled way by landscaped buffer of varying width.

Cross-Sections of Combie Road between SR 49 and south Combie Road (A-B) and Magnolia Road between Combie Road and Magnolia Intermediate School (C-D).

Drought/Deer Resistant/Low Maintenance Plant List

Name	Location	Size	Drought/ Deer/ Low Maintenance	Special Features
<b>TREES</b>				
Celtis australis – Hackberry	Sun – Part Shade	25’ – 40’	D/D/L	Deciduous – Good Street Tree
Ginkgo bilboa ‘Fairmount’	Sun – Part Shade	30’ – 70’	D/D/L	Deciduous – Fall Color Yellow
Lagerstroemia faurei (Standard)	Sun	15’ – 30’	D/?/L	Flowers in Summer– Fall Color
Pinus halepensis – Aleppo Pine	Sun	30’ – 60’	D/D/L	Good in Poor Soil & Arid Climate – Moderate Growth
Pinus nigra – Austrian Black Pine	Sun	40’	D/D/L	Slow to Moderate Growth – Good Street Tree
Pistachia chinensis	Sun	30’ – 50	D/?/L	Fall Color – Yellow, Orange or Red
Quercus ilex – Holly Oak	Sun	40’ – 70’	D/D/L	Evergreen – Moderate Growth
Quercus phellos – Willow Oak	Sun	50’ – 70’	D/D/L	Deciduous – Moderate Growth
Quercus suber – Cork Oak	Sun	50’ – 70’	D/D/L	Evergreen – Moderate Growth
Robinia amigua ‘Purple Robe’	Sun – Part Shade	25’ – 40’	D/?/L	Deciduous – Purple Flowers
<b>SHRUBS</b>				
Artemisia ‘Powis Castle’	Sun	2’ – 4’	D/D/L	Silver Foliage
Artemisia ‘Silver Mound’	Sun	1’ – 2’	D/D/L	Silver Foliage
Ceanothus ‘Dark Star’	Sun – Part Shade	5’T/8’W	D/D/L	Blue Flowers in Spring
Ceanothus ‘Skylark’	Sun – Part Shade	3’T/5’W	D/D/L	Blue Flowers in Spring
Cistus ladanifer – Crimson – Spot Rock Rose	Sun	3’T/6’W	D/D/L	White Flowers in Spring
Cistus purpureus – Orchid Rock Rose	Sun	3’ – 4’	D/D/L	Orchid Flowers in Spring
Cistus salviifolius – Sage leaf Rock Rose	Sun	2’T/6’W	D/D/L	Pink Flowers in Spring
Juniperus chinensis ‘Old Gold’	Sun	3’ – 5’	D/D/L	Evergreen – With Green & Gold Foliage

List of Plants Suitable for Landscaping Between Planned Bike Path and Combie Road

Drought/Deer Resistant/Low Maintenance Plant List

Hypericum calycinum—St. Johnswort	Sun—Part Shade	18"	D/D/L	Yellow Flowers in the Spring
Juniperus conferta 'Blue Pacific'	Sun	1'T/6'W	D/D/L	Blue Green Conifer Type Foliage
Rosmarinus officinalis 'Huntington Blue' or 'Lockwood de Forest'	Sun	1' - 2'	D/D/L	Trailing Rosemary—Blue Flowers
Stachys byzantina—Lambs Ear	Sun—Part Shade	1'	D/D/L	Foliage is Woolly Gray—Pink Flower Spikes
<b>COLOR</b>				
<i>(Optional) Small Areas to be Planted for a longer Bloom Time—May Substitute Dryland Wildflowers</i>				
Achillea—Common Yarrow	Sun—Light Shade	24" - 36"	D/D/L	Pink Yellow Red or White
Achillea tomentosa—Wolly Yarrow	Sun—Light Shade	6" - 10"	D/D/L	Yellow
Calendula officinalis—Pot Marigold	Sun	12" - 24"	D/D/L	Annuals in Winter—Yellow or Orange
Coreopsis grandiflora	Sun—Part Shade	12" - 30"	D/D/L	Flowers are Yellowish Orange
Erysimum—Siberian Wallflower	Sun	2' - 4'	D/D/L	Purple Flowers—Long Bloom Time
Eschscholzia Californica—Poppy	Sun	8" - 12"	D/D/L	Orange Flowers—Spring
Euryops pectinatus	Sun	3'	D/D/L	Yellow Flowers Long Bloom Time
Kniphofia uvaria 'Dwarf'—Red-Hot Poker Plant	Sun	2'	D/D/L	Red & Yellow Flower Spikes Above the Strap Like Foliage
Narcissus—Daffodils	Sun—Part Shade	8" - 24"	D/D/L	Yellow Orange or White
Romneya coulteri—Matilija Poppy	Sun	8' Tall	D/D/L	Gray Green Foliage—9" White Flowers with Orange Center—CA Native
Zauschneria (Epilobium) California Fuchsia	Sun	1' - 2'	D/D/L	Scarlet Flowers—Bloom Time Summer to Fall—Gray Foliage—CA Native

List of Plants Suitable for Landscaping Between Planned Bike Path and Combie Road, cont.

Drought/Deer Resistant/Low Maintenance Plant List

Lavandula stoechas—Spanish Lavender	Sun	1' - 3'	D/D/L	Lavender Flowers—Attract Bees. Don't plant near the bike trail.
Nandina domestic 'Compacta'	Sun—Part Shade	3' - 4'	D/?/L	Evergreen—Red Foliage in Winter
Phormium tenax 'Maori Sunrise' or 'Yellow Wave'	Sun—Part Shade	2' - 4'	D/D/L	Strap-like Foliage—Purplish, Red & Yellow
Pinus mugo—Mugo Pine	Sun—Part Shade	2' - 4'	D/D/L	Pine Shrub
Rosmarinus officinalis 'Collingwood Ingram'	Sun	2' - 3'	D/D/L	Blue Green Foliage—Blue Flowers in Spring & Fall
Rosmarinus officinalis 'Majorca Pink'	Sun	2' - 4'	D/D/L	Blue Green Foliage—Pink Flowers in Spring & Fall
Rosmarinus officinalis 'Tuscan Blue'	Sun	4' - 6'	D/D/L	Blue Green Foliage—Dark Blue Flowers in Spring & Fall
Santolina chamaecyparissus—Lavender Cotton	Sun	2'	D/D/L	Gray Foliage—Yellow Flowers in Spring
Santolina rosmarinifolius (virens)	Sun	2'	D/D/L	Green Foliage—Yellow Flowers in Spring
Teucrium fruticans Bus Germander	Sun	4' - 8'	D/D/L	Gray Green Foliage—Blue Flowers in Spring
Teucrium chamaedrys—Germander	Sun	1' - 2'	D/D/L	Green Foliage—Pink Flowers in Spring
<b>GROUND COVER</b>				
Arctostaphylos—Low Manzanita	Sun—Part Shade	2'T/8"W	D/?/L	Low Green Foliage—Small Pink Flowers in Spring
Cotoneaster horizontalis	Sun—Part Shade	2'T/6"W	D/D/L	Semi-Evergreen Foliage—Red Berries in Fall
Genista spachiana (Racemosa) Spanish Broom	Sun	1'T/3"W	D/D/L	Gray Green Foliage—Yellow Flowers in Spring
Helianthemum nummularium—Sun Rose	Sun	8" T/3" W	D/D/L	Flowers in Summer—Red, Orange, Yellow & White

List of Plants Suitable for Landscaping Between Planned Bike Path and Combie Road, cont.

# CHAPTER III DESIGN GOALS, POLICIES & GUIDELINES

The following goals, policies and guidelines provide a planning framework to guide development in the Higgins Area and promote coherent community design. The policies and guidelines are applicable to all discretionary and ministerial project permits and provide direction for new development, including the structural rehabilitation or expansion of existing uses. The Higgins Area Plan supplements the County's Zoning Ordinance, including the Comprehensive Site Development Standards contained in Chapter II of the *Nevada County Land Use and Development Code*. The Higgins Area Plan policies and guidelines are to be used for scenic corridor review for those properties designated with a Scenic Corridor (-SC) combining district. In cases where the Plan's policies and guidelines are more restrictive or more specific than the County zoning ordinance, the Higgins Area Plan shall take precedence.

**The Design Goals, Policies & Guidelines:**

- Provide a Framework for Land Use Development in the Higgins Area
- Ensure Coordinated and Consistent Development
- Create a Vision for an Aesthetically-Pleasing and Functional Community Consistent with the Surroundings

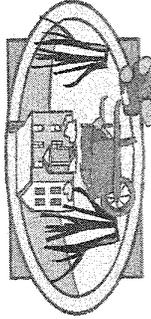
**Inside this chapter:**

- Design Goals III-1
- Design Policies III-3
- Design Guidelines III-8

## DESIGN GOALS

### Goal I Preserve scenic resources that characterize the SR 49 and Combie Road corridors.

Undisturbed areas within the Higgins Area display abundant vegetation in a mix of foothill pines, ponderosa pines and a variety of oaks. Dense oak canopies dominate the steep slopes and riparian vegetation thrives alongside drainage courses and along Ragsdale Creek where it has not been disturbed. Oak woodlands, steep slopes, important ridgelines, streams, riparian habitat, and wetlands occur on numerous sites.



Native trees provide a strong, unifying element to development that has no other similar features. They impart visual relief between developments and contribute to the sense of area history. At buildout, it will be the retention and enhancement of natural resources that make the Higgins Area community a desirable place to live.

The SR 49/Combie Road intersection provides an important scenic entry into the Higgins Area, and all development should strive to protect the natural environs that form the scenic backdrop. A number of existing developments have preserved important scenic resources, including the Crain Center, which

preserves existing oaks, and the Combie Star Professional Building, which enhances Ragsdale Creek and preserves a highly visible landmark oak along the roadway.

Site design for new development should be based on analysis of the site's characteristics and influences, maintaining as much as possible the natural topography, drainage features, and native trees. Projects should be designed to complement rather than dominate the natural landscape.

**Goal II Enhance and protect Ragsdale Creek as a common design theme throughout the Higgins Area to preserve drainage, visual, and habitat resources.**

Ragsdale Creek originates near Huck Finn Lake in Lake of the Pines. From Lake of the Pines, the creek flows westerly, paralleling Combie Road primarily on the south side of the road. In its natural, undisturbed state near the intersection of Combie Road and Magnolia Road, Ragsdale Creek is overgrown and inaccessible. On the north side of Combie Road, the creek feeds into a pond that has been cleared of native brush and replanted with lawn and flowering perennials. East of the SR 49/Combie Road intersection, the creek has been artificially channelized.

The creek should be a unifying feature throughout the primary corridor of the Higgins Area, creating a potential focal point of interest for both vehicle and pedestrian traffic. However, the ditch in its present condition is a community eyesore. Where enhanced and maintained, Ragsdale Creek could provide a pleasing and inviting roadside attraction. As additional development occurs along this corridor, new infrastructure and site-specific improvements should result in continued preservation and enhancement of this valuable community resource. Where the creek bed has been channelized, property owners should be given incentives, such as reduced setbacks, to create a work of art in a new creek bed design. They could utilize slight meandering, large boulders, shrubs trees and other plants in the side slope area of the creek.

**Goal III Encourage the consistent and compatible use of building materials and design elements appropriate to the visual and scenic qualities of each site.**

Incorporating similar design features in adjacent developments will result in a coordinated and cohesive community appearance. No particular style or theme is mandated for the Higgins Area, so the focus of design should be on constructing a high quality development that is sensitive to the small town character of the community. The use of complementary building materials, textures, roof shapes, lighting, and colors can tie buildings of varying shapes and sizes together.

The Crain Center, the office on the northeast corner of the SR 49/Combie Road intersection, and the Combie Star Professional Building are different in scale and size but complement each other with compatible architectural details, including offset roofs, proportionate windows and doors, and projections that provide visual interest (i.e., covered porches and dormer windows).

**Goal IV Use landscaping to complement and accent development.**

Native oaks and grasses dominate slopes and the flatter, low-lying terrain within the Higgins Area, providing definition to the Combie Road and SR 49 corridors. As development occurs and native vegetation is removed, it is important to replace the native vegetation with landscaping, using native species wherever possible. Well-planned landscaping is an integral element of this plan. Native plants should be used to highlight new construction or to soften outdated development. Trees and shrubs should screen storage areas and outdoor equipment; however, consideration should first be given to relocating or architecturally screening unattractive features. Landscaping should be used to define pedestrian areas and open spaces.

Significant landscaped corridors are encouraged along the two primary roadways, SR 49 and Combie Road. In addition to providing a visual buffer between roadways and development and between incompatible land uses, well-planned landscaping will enhance the aesthetic quality of the built environment. Landscaping should include an abundance of trees, both deciduous and evergreen, providing shade and color during spring and summer months, and creating a contrast to an otherwise stark environment during the winter. Plant materials should always be distributed throughout parking areas, with larger islands and plantings alongside parking stalls.

**Goal V Connect Higgins Corner to the high school using a multipurpose trail.**

Multipurpose, non-motorized access between Higgins Corner and the high school, connecting commercial and multi-family developments, is vital to the central theme of the Higgins Area Plan. In keeping with the General Plan's "Village Center" concept, the multipurpose trails will encourage non-vehicular traffic between sites, enhance the visual quality of the corridor, and invite motorists to stop at local businesses. These trails will provide a safe way for children and others to move through the village. Where development abuts Ragsdale Creek, access to the streamside environment will increase the appeal of the trails.

## DESIGN POLICIES

The design policies provide direction for a positive, cohesive community image while maintaining the quality of the physical environment of the Higgins Area. The policies are applicable to all projects; they supplement and refine the County's General Plan policies and the Zoning Ordinance, including the Comprehensive Site Development Standards contained in Chapter II of the Nevada County Land Use and Development Code.

### *Site Preparation and Treatment*

**Policy 1** Site grading should be designed to conserve natural topographic features and appearance by minimizing the amount of cut and fill and by utilizing land form grading to blend graded slopes and benches with the natural topography consistent with the Nevada County Grading Ordinance.

**Policy 2** All cut slopes shall be landscaped or otherwise stabilized to avoid erosion and visual impacts.

**Policy 3** Ridgelines and slopes in excess of 30 percent shall be preserved.

**Policy 4** In keeping with Goal 1 of this plan to preserve the area's scenic resources, all new development shall be designed so as to impact as few native trees as feasible.

**Policy 5** Implement the Ragsdale Creek setback program according to recommendations in the Ragsdale Creek Development Setback Study as shown in the exhibits on pages III-7 and III-8. Recommended setbacks may be reduced, with mitigation, to a minimum of 25' (contingent on approval by resource agencies) on individual parcels, as described in the Setback Study and Goal 2. Property owners will have the right to request reduced setbacks to the minimum 25' where the potential impact deters/prevents development under designated zoning. Setbacks shall be measured from the top of the existing bank at the time of submittal of discretionary project applications.

**Policy 6** An erosion control plan shall be submitted and approved prior to

issuance of grading permits and improvement plans. The plan shall identify measures to minimize erosion during construction, using Best Management Practices. This could include the use of diversion ditches, interception dikes, perimeter dikes, straw bale dikes, an intercept or swale, a perimeter swale, grade stabilization structures and/or sedimentation basins or traps.

**Policy 7** The erosion control plan for each development proposal fronting Ragsdale Creek shall include plans for enhancing and maintaining the stream channel.

**Policy 8** If vegetation removed near Ragsdale Creek consists of riparian species, a riparian mitigation plan shall be prepared and submitted to the County for approval. Any enhancement/revegetation plans for the streambed and in the setback areas shall be prepared by a licensed landscape architect, experienced revegetation specialist or botanist to ensure that plantings appropriate to the stream environment are properly established.

**Policy 9** If roads or paving are proposed near Ragsdale Creek, the project proponent shall design a system for drainage runoff on the site, using Best Management Practices (BMPs) for sediment basins, sumps and oil separators, for long-term protection of water quality. Hard surfaces shall be sloped away from Ragsdale Creek with all surface runoff from the hard improvements directed to sumps and oil-separator chambers; clean water shall be discharged back into Ragsdale Creek.

**Policy 10** To minimize the potential for flooding, development affecting Ragsdale Creek along Combie Road shall provide flow capacity improvements to the creek channel, in accordance with the Drainage Section in Chapter II. Improvements may include the construction of off-stream detention ponds such that water surface returns to its base elevation within 24 hours of the applicable storm event.

**Policy 11** Ragsdale Creek shall remain an open watercourse unless roadway expansion, flood conveyance, or property ingress/egress requires improvements in limited areas.

- Policy 12** Property owners shall be responsible for the maintenance of on-site drainage improvements and streambed vegetation/landscaping unless an entity is formed to assume maintenance responsibility for either improvement.
- Policy 13** In keeping with the General Plan's goals and objectives for Community Regions, development within the Higgins Area shall be encouraged at the maximum allowable densities, consistent with environmental, infrastructure and other site constraints.
- Policy 14** Utility line extensions, including cable and telephone lines, shall be installed underground to minimize adverse scenic impacts.
- Policy 15** The multi-purpose trail on the north side of Combie and Magnolia Roads will be constructed with public funds. Project developers will construct pedestrian paths on the south side of these roads.
- Policy 16** Pathways paralleling Ragsdale Creek shall be separated from the stream channel by a minimum 5-foot-wide buffer. Landscaping shall consist of native plants, dependent upon market availability.
- Policy 17** Pathways that end at or near an intersection on any site shall provide wheelchair accessibility to street crosswalks from the pathways.
- Policy 18** Roof top mechanical equipment and other utility hardware (i.e., meters, satellite dishes) shall be screened from public view utilizing materials complementary to the building and colors that blend with the roof. Skylights and solar panels are allowed on rooftops if designed to fit flush on (or up to two feet above) the roof surface and if all materials are non-reflective. Vents shall be non-reflective.
- Policy 19** All roofing materials shall be of non-reflective materials and shall be of colors that complement the area.
- Policy 20** Awnings, if provided, shall complement the scale and appearance, including color, of the area. Awnings on a single building or adjacent buildings should be of the same approximate style and height on the building façade(s).
- Policy 21** All loading, storage, and solid waste disposal areas shall be located in the least visible location and shall be hidden from direct view of roads and building entries through the use of walls and landscaping. Walls used for this purpose shall not be greater in height than the main structure and must be of the same siding material used in the structure it adjoins. All such walls shall be buffered from public view by landscaping.
- Policy 22** Ground level mechanical equipment, including utility boxes, backflow prevention devices and similar equipment, shall be located in the least conspicuous area.
- Policy 23** All fencing within the Scenic Corridor combining district zone shall be landscaped to buffer its view from any public area, including roadways or on-site activity areas.
- Lighting**
- Policy 24** Lighting shall be designed to minimize off-site glare or spill.
- Policy 25** Light fixtures shall be designed and located to complement overall site appearance, minimizing visual impacts from roadway views. Lighting fixtures shall be of a non-glare, non-reflective material that is subdued in color.
- Signage**
- Policy 26** Every non-residential project shall submit a preliminary sign plan for review as part of any development permit application. Any plans for temporary signage shall be included. Plans shall depict the overall sign design for all temporary and permanent

signs. The sizes, color scheme, lighting detail, and location proposed for each sign shall be submitted with a final comprehensive sign plan at the building permit stage.

**Policy 27** Wall signs shall be positioned on the building to complement the style and proportion of the entire building façade. Signs shall not extend above the roof fascia.

**Policy 28** New signage painted directly on building walls or roofs shall be prohibited. This standard shall not apply to murals.

**Policy 29** Temporary signage shall be located on-site and in close proximity to the uses identified. The multitude of signs associated with development, design, construction, and leasing shall be combined into one sign for each project.

**Policy 30** Temporary signs shall not be illuminated.

**Policy 31** The display of special event banners, flags, balloons, and similar advertising devices, including sandwich boards and similar signs, shall not be displayed more than 10 days before an event and shall be removed within 3 days of the end of the event.

**Policy 32** Sign hardware and electrical ducting shall be incorporated into the sign design so as not to be visible to passersby.

**Policy 33** All monument and freestanding signs shall be placed in landscaped areas.

**Policy 34** Permanently-affixed "A-frame" signs or "sandwich board" signs shall be prohibited. Sandwich boards shall not be allowed on walkways, bike paths, or along Combie Road and its shoulders.

**Policy 35** To encourage existing businesses to voluntarily upgrade their design elements and signage, as recommended in the Higgins Area Plan, the County shall, upon adoption of the Plan, mail a summary of the Plan and information on how to obtain a copy of the Plan to all business owners within the Plan area.

**Fire Prevention**

**Policy 36** All new commercial, industrial, and multi-family development shall be designed and sized to satisfy fireflow capabilities within the plan area. Site constraints may limit the height of buildings to ensure adequate access by fire-fighting equipment. Construction plans shall indicate compliance with current adopted Uniform Fire and Uniform Building Codes.

**Policy 37** Vegetation clearance of flammable fuels around all structures will be required in accordance with the minimum requirements of Public Resources Code Section 4291.

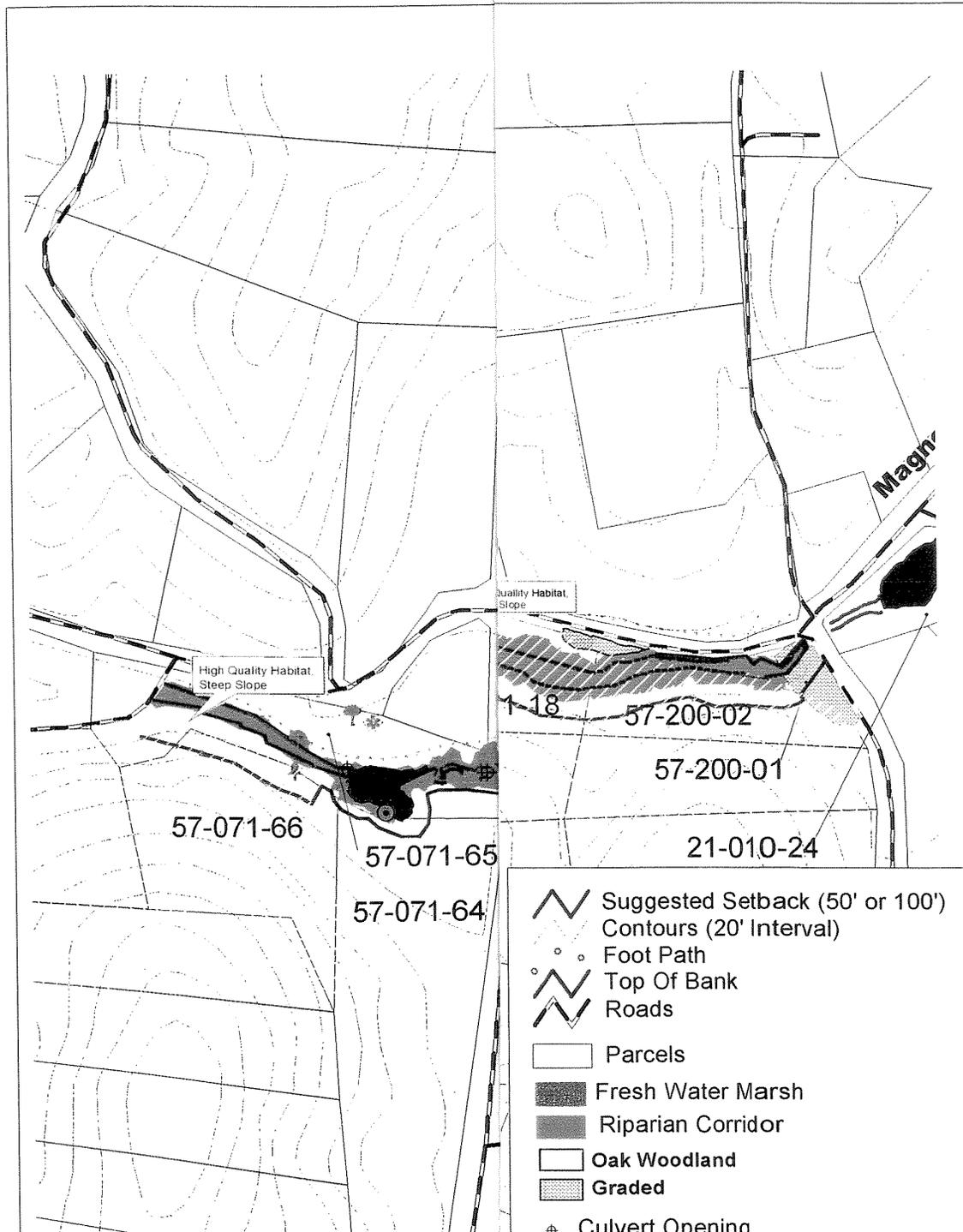
**Sewage**

**Policy 38** As a condition of approval for any new development, individual property owners will enter into an agreement with the County and the Sanitation District to annex into the Sanitation District at such time as capacity is available. Property owners must also participate in the funding of future expansions of the wastewater treatment facilities.

**Policy 39** Interim sewage disposal systems are permitted until expansion of the Wastewater Treatment Plant is completed and capacity is available.

**Drainage**

**Policy 40** Driveways crossing Ragsdale Creek shall be evaluated and designed to avoid flooding. Maintenance of on-site drainage improvements are the responsibility of the property owner, unless a maintenance district is formed in the future.



Every reasonable effort has been made to assure the accuracy of the maps and data provided; nevertheless, some information may be incorrect. The County of Nevada assumes no responsibility arising from the use of this information. The maps and data are provided without warranty, either expressed or implied, including but not limited to the accuracy of the information and its fitness for a particular purpose. For more information or to confirm the validity of the data provided on this map, contact the County Counter Staff.

	Suggested Setback (50' or 100')
	Contours (20' Interval)
	Foot Path
	Top Of Bank
	Roads
	Parcels
	Fresh Water Marsh
	Riparian Corridor
	Oak Woodland
	Graded
	Culvert Opening
	Heritage Cottonwood
	Heritage Oak
	Heritage Willow
	Elderberry

500 0 500 Feet

**Policy 41** Minimum storm flows, as detailed in Chapter II in the Drainage section, shall be maintained on all projects.

### *Circulation*

**Policy 42** As funding becomes available to the County for improvements to Zone 6, Combie Road shall be widened to two through-traffic lanes in each direction and a center two-way left turn lane.

**Policy 43** A parkway road, as described in Chapter II, shall be constructed as development occurs or sooner (if County-initiated) to serve future commercial development at the southeast corner of Combie Road and SR 49; development in the vicinity shall be required to provide access to the parkway.

**Policy 44** In keeping with the General Plan's "Village Center" concept, new access encroachments on Combie Road shall be minimized. Each project shall share common access drives and parking, and shall be linked to adjacent development and parking areas, using roads, sidewalks and paths, where possible. Property owners shall be responsible for maintenance of on-site pathways.

**Policy 45** If any properties are divided to create additional properties, new access encroachments on Combie Road shall be minimized following the requirements of Policy 44.

**Policy 46** Turn-restricting medians shall be installed when deemed necessary and alternative service roads shall be encouraged.

**Policy 47** A landscaped elevated center median, shall be constructed along Combie Road where a center turn lane is not desirable. This median shall be landscaped with low maintenance, drought-tolerant plants if resources to provide for upkeep of the landscaping can be secured.

**Policy 48** A multi-purpose trail shall be constructed and a meandering landscaped buffer that may be comprised of plant species listed in Chapter II shall be installed on the north side of Combie and Magnolia Roads from SR 49 to the Magnolia Intermediate School on Kingston Lane.

**Policy 49** A pedestrian pathway shall be constructed on the south side of Combie Road from 1/4-mile east of SR 49 to (south) Combie Road. As development occurs, each project shall contribute its pro rata share of the pathway.

**Policy 50** Opportunities to increase ridesharing, transit use, and other means of reducing demand for additional roadway capacity shall be promoted as close to multifamily development as possible. The County of Nevada shall seek opportunities to provide these opportunities on County-owned properties.

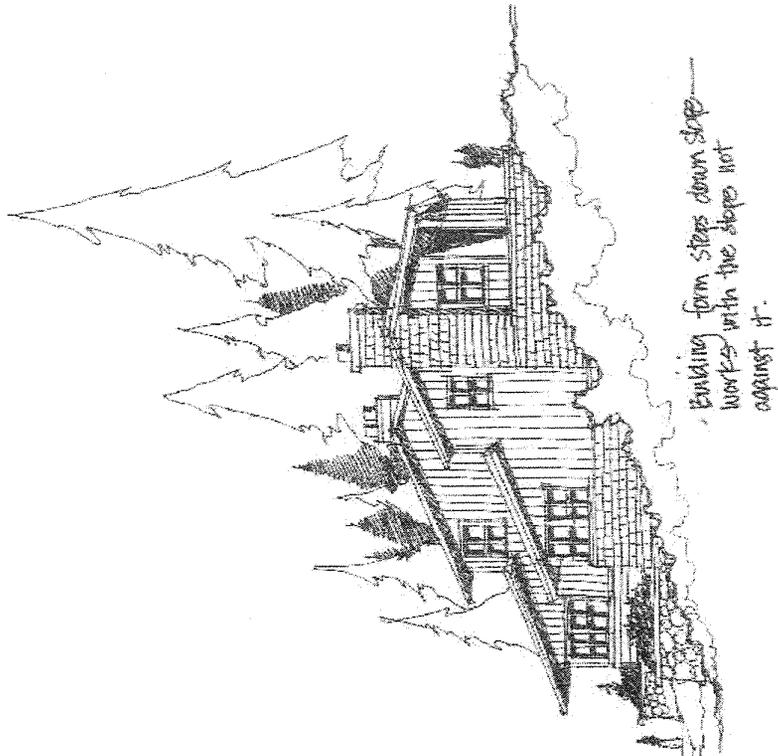
**Policy 51** Provisions for a covered bus stop and parking for Gold Country Stage users shall be strongly encouraged to protect riders from rain and flooding.

**Policy 52** Additional signalization along the Combie Road corridor shall be discouraged, unless warranted for public safety purposes.

PARCEL NO.	SETBACK RECOMMENDATION		COMMENTS
	South Bank*	North Bank*	
APN 57-200-01 Sans	50 feet from top of bank	No development or disturbance from top of bank to Combie Rd.	Reduced from 100 ft due to parcel's level terrain, lack of adjacent oak woodland, and current high level of disturbance at site; high potential for riparian regeneration and restoration along creek; mitigation needed for further setback reductions
APN 57-200-02	100 feet from top of bank	No development or disturbance from top of bank to Combie Rd.	Willow scrub riparian and slope of oak woodland is valuable wildlife habitat that should remain unfragmented and undisturbed; steep slope south of creek has greater risk of erosion, accelerated runoff.
APN 57-071-18	100 feet from top of bank	50 feet from top of bank; no disturbance of oak woodland north of channel.	Mix of aquatic habitats, distance from Combie Road, and unfragmented nature of riparian and oak woodland make this parcel of high wildlife value; moderate-to-steep slope south of creek has greater risk of erosion, accelerated runoff.
APN 57-071-17	100 feet from top of bank	No development or disturbance from top of bank to Combie Rd.	Willow scrub riparian and slope of oak woodland is valuable wildlife habitat that should remain unfragmented and undisturbed; moderate-to-steep slope south of creek has greater risk of erosion, accelerated runoff.
APN 57-140-16 Armstrong	50 feet from bank and edge of pond	50 feet from bank and edge of pond; no disturbance to oak woodland.	Lack of riparian vegetation and cover make this relatively low-value habitat in its current landscaped condition.
APN 57-140-13 Siegle (eastern part)	100 feet from top of bank of southern channel	No development or disturbance (other than bank protection) to Combie Rd.	Area between the two channels is valuable riparian habitat; this area and the riparian habitat south of southern channel and the slope of oak woodland above the creek should remain unfragmented; moderate-to-steep slopes have greater risk of erosion, accelerated runoff.
APN 57-140-13 Mobile Home Park, Combie Star Professional Bldg.	Already developed	Already developed	This portion of the parcel is already paved or developed up to the banks of the creek or pond.
APN 57-140-11	50 feet from top of bank	No development or disturbance from top of bank to Combie Rd.	Reduced from 100 feet because of current degraded state of the creek and level terrain, and fragmentation from culverts; some potential for riparian regeneration and restoration.
APN 57-140-04 Conkey	50 feet from top of bank	No development or disturbance from top of bank to Combie Rd.	Reduced from 100 feet because of current degraded state of the creek and level terrain, proximity to SR 49; high potential for riparian regeneration and restoration; conceptual plans already in place for riparian restoration on creek as part of mitigation for Conkey project; mitigation needed for reduced setback.
APN 57-071-65 eastern portion	50 feet from top of bank	50 feet from top of bank	Valley oak woodland, including heritage valley oaks, provide good wildlife habitat; reduced from 100 feet because pond and riparian habitat upstream is degraded, with buildings immediately to the north.
APN 57-071-65 western portion	100 feet from top of bank	50 feet from top of bank	High quality valley oak woodland and willow scrub; steep slope of oak woodland above southern bank should remain contiguous with riparian habitat; include elderberry shrub in setback; buildings encroach on northern riparian corridor.

\* Setbacks are measured from the top of the existing bank at the time of submittal of discretionary project applications.

### DESIGN GUIDELINES



#### *Preserving scenic resources*

**Guideline 1** Development should be designed to conform to existing land forms and topography using terracing or other design or construction techniques that reduce the perceived height of new development from roadways.

#### **Guideline 2**

The alignment of roadways and driveways should follow the contours of the site. Meandering roadways minimize the need for cuts and fills, preserve natural drainage patterns, and are easily negotiated.

#### **Guideline 3**

Abrupt grade changes near property lines should be avoided.

#### **Guideline 4**

Grade changes within tree driplines should be avoided.

#### **Guideline 5**

Existing on-site trees should be incorporated into the overall landscaping design. New landscaping should respect and utilize existing landscape elements.

#### **Guideline 6**

Pursuant to the Zoning Ordinance (Section 4.2.10 Permanent Open Space/Maximum Impervious Surface), the locations of required open space areas should be determined on a site-by-site case, based on features such as preserving sensitive resources, maintaining appropriate public views, topography, and tree cover. Where open space is dictated by sensitive resources, any additional required open space can be located to serve as a buffer around the resources. Ragsdale Creek and open space areas, not including pedestrian path/multi-purpose trail areas, will serve toward meeting open space requirements.

#### **Guideline 7**

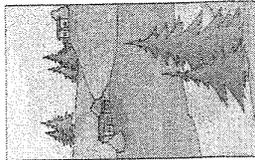
Clustering should be used in a project design, where appropriate, to maximize open space and minimize disturbance of natural resources.

#### **Guideline 8**

Prominent ridgelines should be preserved in order to maintain the identity and environmental quality of the Plan area. Three important ridgelines are identified in the figure on the following page.

#### **Guideline 9**

Existing tree cover along prominent ridgelines should be retained.



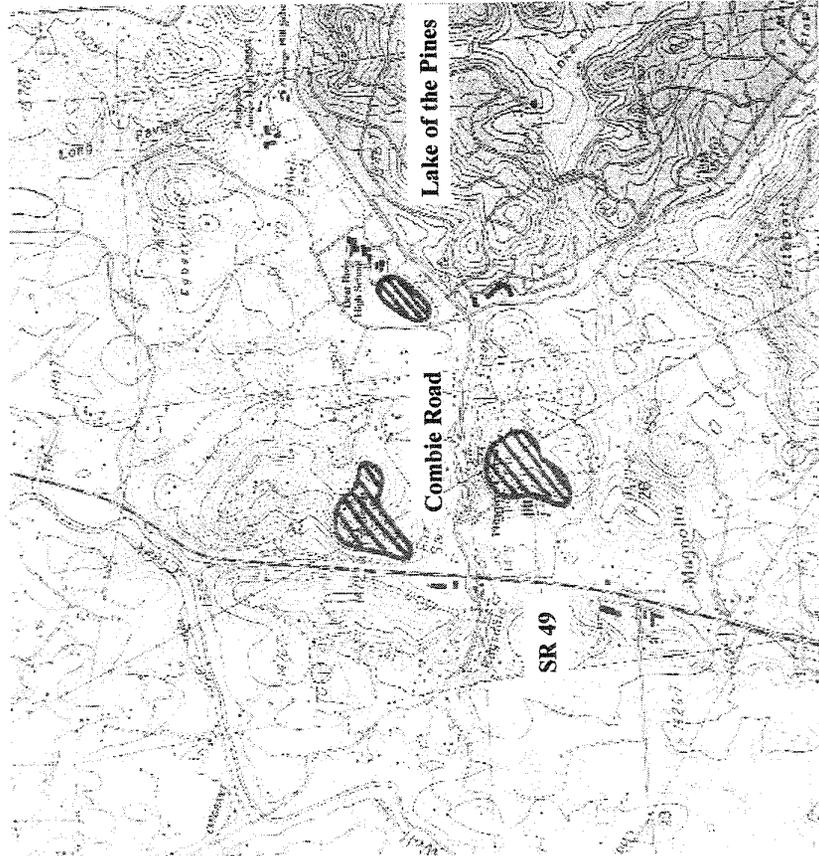
### *Ragsdale Creek Enhancement and Preservation*

**Guideline 10** To protect water quality, vegetation on parcels adjacent to Ragsdale Creek should be preserved and/or enhanced where possible. Refer to Page II-11 for an illustration of a cross section of Ragsdale Creek and pages III-7 and III-8 for setback recommendations for parcels fronting Ragsdale Creek. If site or environmental constraints warrant a reduction in the recommended setbacks, measures to preserve and/or enhance the riparian corridor as outlined in the Ragsdale Creek Development Setback Study should be implemented.

**Guideline 11** Improvements to Ragsdale Creek should strive to create a natural-appearing stream. A design supporting a low-flow channel and creating gentle side-slopes with low herbaceous native vegetation (e.g., rushes, sedges, grasses) is encouraged where not in conflict with conveyance of flood water flows. Landscaping and lawns may also be appropriate where no potential to adversely affect the creek exists.

**Guideline 12** To retain a natural and riparian appearance, if bank stabilization techniques are necessary, the preferred method for planting along the stream banks should include the use of wire mesh over soil implanted with live cuttings, rather than the use of rock rip-rap.

**Guideline 13** The side-slopes of Ragsdale Creek should be landscaped with low-growing native grasses, rushes and sedges to provide habitat and prevent erosion, while maintaining flood capacity. The terrace above Ragsdale Creek that is not developed as pathway should be landscaped with native species.



**Important Ridgelines in the Higgins Area**

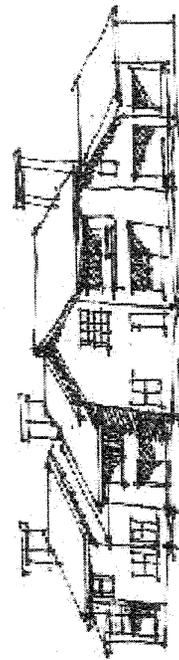
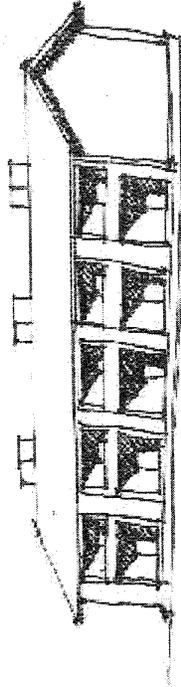
**Structural Design**

**Guideline 14** New development should be designed to complement rather than dominate surroundings. The height and scale of new buildings should be proportionate to adjacent development, transitioning from the height of adjacent development to the maximum height of the proposed building.

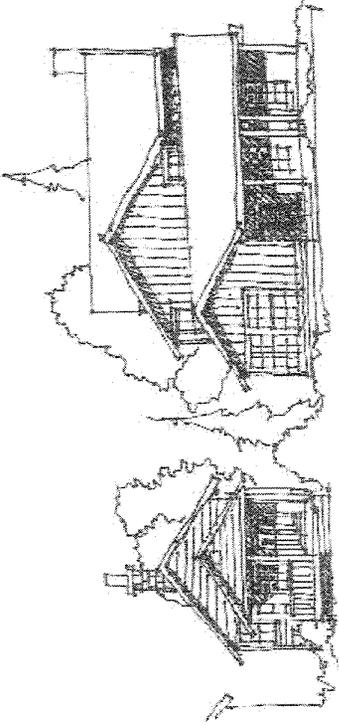
**Guideline 15** Whenever possible, new buildings should be designed to avoid long, monotonous rows of buildings.

**Guideline 16** Architectural styles on adjacent properties should be complementary.

**Guideline 17** To avoid flat, monotonous facades or "boxlike" structures, plans should provide for a change in the planes of walls or variation in roof form, providing diversity and visual interest. Horizontal or vertical wall articulation should be expressed through the use of wall offsets, recessed entries, bay windows, projecting wing walls, roof overhangs, second floor setbacks, canopies, porches, or other structural projections.



*facade of building is broken up to lessen mass of the building and define the individuality of units*



*Design of new structures should utilize design elements of adjacent existing structures:*

- access*
- orientation*
- floor levels*
- stepped roof lines & pitches*
- window types & sizes*
- porches*

**Guideline 18** Architectural detailing should be used to enhance the overall effect of new or remodeled structures. Details should be simple and understated to avoid a cluttered appearance. Each building should incorporate trim, window, or doorway treatments. Detail treatment shall be provided to all visible sides of the structure.

**Guideline 19** Building components such as windows, doors, eaves, and parapets should be in proportion to the building and should be located in a manner that complements the design of the building as well as serving their intended functions.

**Guideline 20** Colors and tones should be compatible throughout the Higgins Area to achieve continuity and to avoid a cluttered, chaotic look. Jarring contrasts in color should be avoided. Muted, soft colors are encouraged on large wall expanses, avoiding intense white color. Complementary, brighter colors should be reserved for trims and accents.

- Guideline 21** Multi-pitched roofs are encouraged. Flat roofs, A-framed roofs, and piecemeal mansard roofs are discouraged.
- Guideline 22** Brightly colored roofs or shiny, untreated roofing materials should be avoided.
- Guideline 23** Selective use of awnings and canopies is encouraged as an integral part of the building design to provide shelter for pedestrians, an element of scale and visual interest, and solar shading for windows and storefronts. Signage on awnings should be limited to the awning flap or valance.

**Guideline 24** Building materials should be selected to complement the site and adjacent development. The use of similar materials provides a strong link that unifies varying architectural features of multiple buildings.

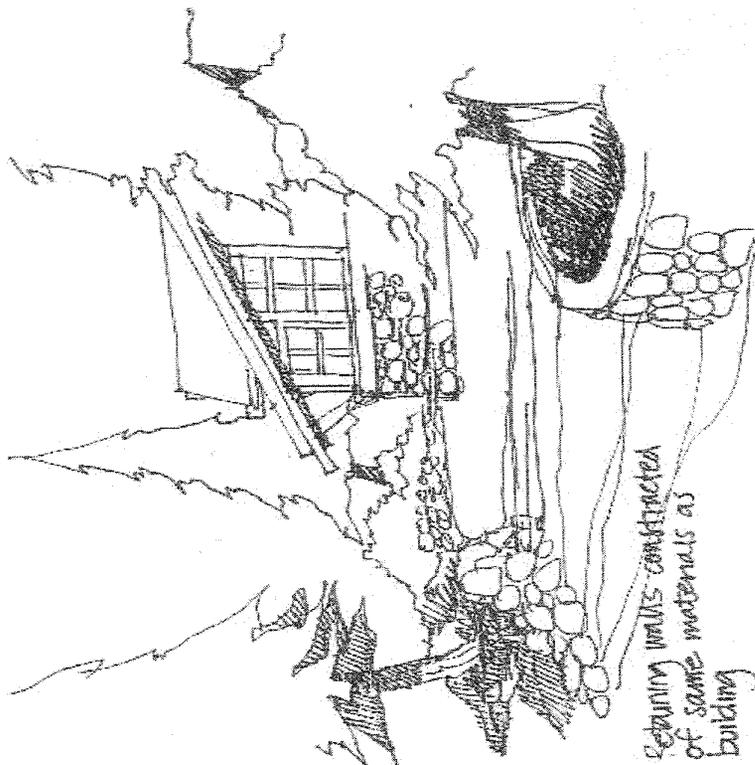
**Guideline 25** Natural materials should be incorporated into building walls whenever possible. The use of stained or painted wood, natural stone, rock and brick are encouraged. Concrete tilt-ups must be face/refaced with approval of any new construction or remodel project.

**Guideline 26** Service areas and outdoor storage areas, including vehicle repair facilities, should be designed to be shielded from public views and/or neighboring properties by screening or orienting bay openings away from adjacent streets or public areas.

**Guideline 27** Chain-link fencing should be landscaped/screened to buffer the view from the Combie Road and SR 49 corridors.

**Guideline 28** Where fencing or walls are appropriate, they should be designed to be as aesthetically-pleasing as possible. The scale, color, and materials used should complement the site and associated buildings.

**Guideline 29** Retaining walls over five feet tall should be designed so as not to create one long, monotonous wall. Landscaping may be used to screen them from view. The design of retaining walls shall complement the building style, materials and colors used on the site.



**Lighting**

- Guideline 30** Directional and indirect lighting should primarily be used for pedestrian illumination, with building lights limited to those needed for safe and secure building access. External building light fixtures should be fully shielded and directed downward.
- Guideline 31** Soft illumination of landscaped areas or architectural elements is encouraged if it is used proportionately to enhance the development.
- Guideline 32** External light fixtures, poles, and their foundations should be compatible with and complementary to the style of the surrounding development. Light standards should be sized in scale with their surroundings.
- Guideline 33** Lighting levels should be no more than required to perform the various tasks for which they are intended. During non-business hours, lighting should be at levels only necessary for security purposes.

**Signage**

- Guideline 34** Sign colors and materials should reflect the overall character of the Higgins Area and complement the design of each site's development.
- Guideline 35** Sign colors should be selected to contribute to legibility and design integrity. Contrast between the background and the letter or symbol colors will make the sign easier to read. Too many different colors should be avoided.
- Guideline 36** Materials encouraged for signage include carved or sandblasted wood signs, painted wood signs, and wood/masonry combinations for the base of freestanding signs.
- Guideline 37** Indirect, exterior illuminated lighting for signs is encouraged.
- Guideline 38** Monument signs are allowed for complexes with one or more businesses and are encouraged.
- Guideline 39** Freestanding signs, including monument signs, should have either individually illuminated letters or be externally illuminated.
- Guideline 40** Informational and directory signs are encouraged if used sparingly and not as a means of advertising or promotion. Directional signage should be organized in a visually logical order, and be of simple design communicating with a minimum of words and graphics which direct or inform. Directional signs may be monument signs, kiosks, or wall signs.

### *Public places & pedestrian amenities*

- Guideline 41** Parking lots should be divided into a series of connected lots, using landscaped islands to reduce the visual impact of paved areas in excess of 5,000 square feet.
- Guideline 42** To accent pedestrian features and emphasize storefront entries, crosswalks and entries to parking areas should use a combination of colors, textures, and materials that provide contrast with driving aisles. To break the monotony of lengthy walkways, textured or colored concrete in combination with regular concrete is appropriate.
- Guideline 43** The multi-purpose trail on the north side of Combie and Magnolia Roads should be designed to prevent silt accumulation or ponding from rain storms by using all-weather, wheelchair accessible surfacing.
- Guideline 44** The five-foot pedestrian path, generally paralleling Ragsdale Creek, on the south side of Combie Road should be constructed with a permeable surface, such as decomposed granite, to retain a natural appearance, while encouraging pedestrian usage.
- Guideline 45** Public transportation stops should be located near park-and-ride facilities and/or within walking distance of the pedestrian pathways.
- Guideline 46** Property owners should create public spaces, providing a setting for pedestrian activity (e.g., benches, lighting, and directional signs) where appropriate and feasible in public areas.
- Landscaping**
- Guideline 47** Landscape plans should create aesthetically pleasing sites and incorporate any natural features. Natural features may include trees and other vegetation, interesting ground forms, rocks, water, or views. Where planted landscaping will adjoin existing native vegetation that will be retained, the planted materials should blend and transition with the native vegetation.
- Guideline 48** Landscaping should relate to the scale of the structures on a site and with landscaping on adjacent sites.
- Guideline 49** Landscaping should accent the overall design theme of a project through the use of structures, arbors, and trellises where appropriate.
- Guideline 50** In areas of frequent pedestrian use, cluster landscaping is encouraged. Cluster landscaping may consist of tall canopy trees, smaller understory trees, shrubs, and groundcover.
- Guideline 51** A street median, preferably landscaped, is encouraged on Combie Road, between SR 49 and Magnolia Road. Planting should include drought-tolerant, cluster landscaping with seasonal leaf and flower changes.
- Guideline 52** Landscaped planters should be used where appropriate to delineate street entrances, patterns of on-site circulation, including the main interior circulation route, and pedestrian routes. Planted areas bordering SR 49 and Combie Road should include berming where possible.
- Guideline 53** The form, mass, and profile of individual buildings and architectural features shall be designed to blend with the natural terrain and to preserve the character and profile of the slope. Techniques may include 1) the use of split pads, stepped footings and grade separations to permit structures to step up to the natural slope; 2) detaching parts of a dwelling (e.g. a garage or carport); and 3) placing structures partially underground or utilizing below-grade rooms.
- Guideline 54** Existing trees that are equal to or greater than six inches in diameter at breast height should be retained to the greatest extent possible. Methods for tree retention should be listed on any construction or grading permit.

# CHAPTER IV PLAN IMPLEMENTATION

The following projects could be performed in a *relatively short period* of time by County staff, as workloads permit. Volunteer labor would substantially reduce costs and expedite projects.

- Send a summary of the Plan and information on how to obtain a copy of the Plan to all business owners in Higgins Area.
- Request that the County expedite sign permit reviews or waive fees for businesses seeking compliance for 18 months, as incentive for bringing signs into compliance with the Higgins Area Plan.
- Encourage fuel modification and the addition of a pedestrian pathway and resting bench on the PG&E property.

The following projects are expected to take *longer* to implement, as resources become available or alternative funding sources are developed.

- Widen Combie Road from Magnolia Road to State Route 49 to two through-traffic lanes in each direction and a center two-way left turn lane.
- Connect Higgins Corner to the high school using a bike/pedestrian pathway.
- Widen the State Route 49-Combie Road intersection.
- Widen State Route 49 to two through-lanes in each direction.
- Lengthen northbound State Route 49-to-Combie Road right turn lane.
- Provide linkages to development in the form of common driveways.
- Complete annexation of all properties in the Higgins Area Plan into the Sanitation District.
- Expand Lake of the Pines wastewater treatment plant.
- Expand N.I.D. water treatment facilities.

### Plan Implementation:

- Will be achieved by commitment on the part of the County and Higgins Area community members.
- Will be conducted in the near term, long term, and on a project-by-project basis.
- Will occur as funding from existing sources is provided or as new funding mechanisms become available.

The following projects will occur *as all building permits are processed* or as County projects are initiated:

- Landscape to complement and accent development.
- Design all development so as to protect the greatest number of native trees as possible.
- Enhance and protect Ragsdale Creek.
- Annex individual properties in the Higgins Area into the Sanitation District when capacity is available.
- Construct pedestrian pathways/multi-purpose trails.
- Provide paths or sidewalks to link adjacent developments.
- Landscape the area between the multi-purpose trail and Combie Road.
- Construct a parkway to serve future commercial development at the southeast corner of Combie Road and State Route 49.
- Implement flood conveyance improvements along Ragsdale Creek.

#### **FINANCING MECHANISMS**

Funding mechanisms to ensure maintenance of drainage improvements and landscaping will require investigation of the following alternatives:

1. As development occurs, require property owners to install and maintain improvements.
2. Create an entity (i.e., CSA, Improvement District, private property owners association, Lighting and Landscaping Districts, etc.);  
Must be consistent with Prop 218, req. assessment proceeding with majority vote, or special tax (two-thirds) election.

# CHAPTER V REFERENCES

Nevada County. December 1995. Nevada County General Plan. Prepared with the assistance of Harland Bartholomew & Associates, Inc. (Sacramento, CA).

Nevada County Department of Transportation and Sanitation. November 1998. Lake of the Pines Wastewater Treatment Facilities: Phase I Preliminary Engineering Feasibility Study. Prepared by Berryman & Henigar.

Nevada County Department of Transportation and Sanitation. January 1999. Preliminary Hydrology and Hydraulics Report: Higgins Area Plan.

Nevada Irrigation District. April 1989. Lake of the Pines Water System Master Plan Update.

Spectrum Engineering, in association with Nevada County DOTS July 1995. NCTC Traffic Studies for the Subareas of Alta Sierra, Lake of the Pines and Lake Wildwood/Penn Valley.

Susan Sanders Biological Consulting. September 1999. Ragsdale Creek Development Setback Study, Higgins Area, Nevada County, California.

Nevada County. January 1997. Land Use and Development Code Zoning Regulations. Section L-II 36.7 Page 337.2. The text of this section is provided as follows:

“SP’ District (Note 96-9) - Higgins Corner/Lake of the Pines Village Center:

An Area Plan/Community Plan shall be prepared for the Village Center. The intent of the Plan is not to forestall or otherwise alter General Plan implementation. Rather, it shall be to provide comprehensive planning for:

- Community identity and design including site planning, landscaping, protection of natural and historic features, architecture, signage, and recognition of environmental constraints including traffic, noise, steep slopes, and floodplains. The design elements of the Plan shall be used as the Scenic Corridor Plan for both Combie Road and SR 49.
- Project design ensuring the community’s character and distinctiveness, promote visual continuity and cohesiveness in style, encourage visual relief, ensure varied architectural forms, patterns, and styles unified through landscaping and selected architectural features, protect natural resources, and ensure consistent community design features including, but not limited to, scale, height, bulk, materials, cohesiveness, colors, roof pitch, roof eaves and the preservation of privacy.
- Circulation, including pedestrian and bicycle facilities, alleviation of traffic on Combie Road to the extent possible, and internal circulation within and between individual properties.
- Provision for public facilities, particularly water, sewer, and drainage, as well as interim facilities to address such needs.
- Enhancement of Ragsdale Creek as development proceeds to ensure adequate flood flow conveyance as well as a naturalized system to act as a visual and biotic buffer.”

# APPENDIX

## Nevada County General Plan/Higgins Area Plan Relationship

*The Higgins Area Plan supplements the Nevada County General Plan by providing additional detail specifically applicable to the Higgins Area.*

The Higgins Area Plan was specifically designed to be consistent with a number of Nevada County General Plan policies, which are listed below. Additional General Plan policies are included in the list below that are especially relevant to the Higgins Area, and any proposed development should be reviewed for consistency with these policies. All projects in the Higgins Area, as in the entire County, shall be consistent with the General Plan.

### LAND USE

#### Policy 1.7

The County shall prepare and adopt comprehensive Site Development Standards. These standards shall be used during the "project site review process" to provide a consistent approach for addressing the presence of sensitive environmental features and/or natural constraint; clustering and provision of open space as part of site development; the potential for land use conflicts between uses; and the potential for public health hazards.

The County shall prepare and adopt specific and comprehensive Site Development Standards which shall be applicable to all development projects in *Community Regions* and *Rural Regions* and protective of the County's unique character, providing guidance for:

- a. Protection of environmentally sensitive resources;
- b. Provision of open space as part of site development;
- c. Prevention and reduction of fire hazards;
- d. Maintenance and enhancement of vegetation and landscaping;
- e. Prevention and reduction of flood hazards;
- f. Transitions between uses and multiple-use site development;
- g. Community design;
- h. Buffering and screening to mitigate adverse effects;
- i. Incentives to provide for access to public resources and open space; and
- j. Protection of important agricultural, mineral, and timber resources.

The standards shall identify the basic requirements for site development in the County, including, at a minimum, standards to mitigate the impact of development on environmentally sensitive resources as referenced in the following criteria:

Wetlands, as delineated in the National Wetlands Inventory (NWI);  
 Major deer migration corridors, critical range, and critical fawning areas as defined by State Fish and Game's Migratory Deer Range Maps;  
 Landmark oaks, defined as any oak 36" or greater at dbh;  
 Landmark groves, defines as areas with 33+% canopy closure based on CDF's Hardwoods Map;  
 Rare and endangered species, as found in NDDB and Inventory of Rare and Endangered Vascular Plants of California, 1994;  
 Riparian corridors within 100 feet of intermittent or perennial water courses, as shown on USGS quad maps;  
 Significant cultural resources, as defined by Appendix K of CEQA;  
 Floodplains, as defined by FEMA, precluding development and land disturbance within floodways and restricting development within the floodway fringe, through the establishment of floodplain setbacks and associated development regulation;  
 Important agricultural lands, as defined by the State Important Farmland map;  
 Significant mineral areas, defined by State DM&G's MRZ-2 classification maps;  
 Earthquake faults, as defined by the State Fault Map of California, 1975, or as determined by the State DM&G;  
 Avalanche hazard, as defined by Avalanche Hazard Study;  
 Steep slopes (30+%);  
 Areas with high erosion potential, as delineated in Figure 3.3 of the Nevada County Master Environmental Inventory;  
 Areas subject to fire hazards, as defined by the State Department of Forestry's Fire Hazard Zone Map; and  
 Visually important ridgelines and viewsheds, as defined by standards developed by Policy 18.3 of the General Plan.

Where such resources are present, the standards shall require that professional field inventory and review shall be undertaken to delineate the extent of the resource and determine the impact of the proposed development. The following siting and design measures shall be implemented as appropriate to meet the performance criteria:

- Identification of building envelopes;
- Conservation easements/deed restrictions;
- Use of common vs. individual driveways;
- Specification of location and type of fencing;
- Identification of setbacks and/or buffers;
- Development restrictions;
- Use of Transfer of Development Rights; and
- Offsite mitigation/mitigation banking.

The County shall approve a project for a discretionary permit only if it can be demonstrated that the project as designed and sited meets the intent of the SDS performance criteria.

#### **Policy 1.18**

Clustering of development is an effective and direct means to provide for the maintenance of the rural quality of life and protection of environmental resources which are important to Nevada County. Therefore, submittal of a clustering option of all land divisions shall be required within the Estate, Rural, and Forest General Plan land use designation in order to maintain the open, pastoral character of development which gives definition to the Rural Regions, and to protect environmental features by preserving areas containing such features as Open Space. This clustering evaluation shall utilize U.S.G.S. maps as the basic level of information.

In all other residential use designations (including Residential, Urban Single-Family, Urban Medium Density, and Urban High Density), clustering

of development shall be strongly encouraged to maintain viable open space onsite which will contribute to open space linkages through and between land use areas. In addition, submittal of a clustering option shall be required in these land use designations and clustering shall be encouraged for all discretionary projects where environmentally sensitive resources, as defined in Policy 1.17, are present.

Clustering may be achieved by building site clustering with creation of permanent open space; restriction of buildable area on individual lots; or other means which are consistent with the protection of the natural resources and environmental characteristics on the site.

No specific amount or ratio of open space shall be required; however, the amount of open space shall not be less than the amount of land area on the site subject to significant environmental features, as defined in Policy 1.17. Where the entire site is affected by significant environmental features, cluster development shall occur on the least sensitive habitat or resource area, as defined by an environmental analysis. Within such defined areas, minimum subdivision parcel size shall be limited to that which is needed to meet water and sewage disposal standards, as determined by the Department of Environmental Health.

Open space created through clustering shall be assured of permanent maintenance as open space by mechanisms such as, but not limited to, dedication, permanent easement, irrevocable trust, deed restrictions, or another mechanism assuring its permanent status.

The allowable number of dwelling units for any clustered development shall not exceed the number of units determined by dividing the total acreage of a parcel by the maximum permitted density specified in Policy 1.22 for the land use designation in which the parcel is located.

#### **PUBLIC FACILITIES**

**Policy 3.21** Where water, sewer and other underground utilities are extended through undeveloped natural area, consideration shall be given to restoration or areas of cut, back-fill and grading. All surfaces shall be revegetated with appropriate ground covers and plant materials.

**Policy 3.22** The County shall encourage the purveyors or aerial public utilities to install said utilities underground, pursuant to PUC rules.

**Policy 3.23** The visual affects of telephone transmission lines and high voltage utility transmission lines shall be mitigated wherever feasible so that they are inconspicuous from Scenic Highways and viewsheds.

**Policy 3.27** Standards for telecommunication facilities shall be included in the Comprehensive Site Development Standards, including but not limited to standards for setback, screening, angle of sight requirements, and visual compatibility.

#### **CIRCULATION**

**Policy 4.3** The minimum acceptable level of service (LOS) for areas identified as *Community Regions* in the General Plan shall be LOS D, except where the existing LOS is less than D. In those situations, the LOS shall not be allowed to be less than the existing. Level of services shall be based on the highest peak hour of weekday traffic.

**Policy 4.4** The land use pattern reflected in the Nevada County General Plan Land Use Map is correlated with the future ability of the transportation system, including the major roadway network, to adequately serve said land uses based upon the service criteria and levels of service identified in Policy 4.1, Policy 4.3, Policy 3.1 and Policy 3.10. All General Plan amendments shall be required to show that the proposed development is also corre-

lated with the future provision of transportation facilities and levels of service according to the same criteria.

- Policy 4.5** Monitor the County and State road system to work toward timely solutions to documented safety problems and appropriate improvements for those components of the road system that are either at or approaching a level of service below D in *Community Regions* and a level of service below C in *Rural Regions*. Monitoring shall occur through a report from the Nevada County Department of Transportation to the Board of Supervisors and Planning Commission, timed to complement each biennial update of the Nevada County Regional Transportation Plan. (RTP).
- Policy 4.6** The County Road Improvement Program (RIP) shall be maintained and updated annually. Such update shall demonstrate consistency with the Nevada County General Plan and shall identify and establish a schedule for needed improvement projects and identify sources of funding for each improvement, as the basis for determining the roadway capacity available to support new development.
- Policy 4.8** Where it is determined by the County that a County road, road segment or intersection no longer provides the desirable acceptable level of service as defined in Policy 4.1 and Policy 4.3, the County shall take action to ensure compatibility between future growth and the road system.
- Policy 4.10** In the absence of an approved plan and funding program to provide needed roadway improvement, and where the County has determined that there is no feasible project mitigation, the County may deny those amendments to the General Plan that exacerbate an identified deficiency in local or State roads or highways.
- Policy 4.11** Implement a comprehensive program that imposes development fees in amount sufficient to mitigate the cumulative impact of development on the regional (non-local) highway and roadway network as defined in the Nevada County Road Functional Classification Plan and as shown on the Nevada County Circulation Plan Maps.
- Policy 4.12** The comprehensive development fee structure shall ensure that future growth fully mitigates its direct and cumulative impacts upon the County and, where possible, the State transportation system.
- Policy 4.13** New roads not shown on the General Plan Land Use Maps as part of the regional and non-through access local road systems identified in the Nevada County Road Functional Classification Plan shall not be constructed at public expense, but shall be provided as site improvements for each development project as necessary to provide safe, appropriate access.
- Policy 4.17** Transportation infrastructure required for a project shall be constructed or secured in another manner, or shall be a part of the Nevada County Road Improvement Program to ensure construction in a timely manner.
- Policy 4.17** Prepare and implement a comprehensive Transportation System Management program, to increase the number of people carried by the local road system without increasing the designed capacity of the system.
- Policy 4.19** Maintain the function and integrity of arterial and major collector roads by limiting access wherever possible. For all new development, allow access via the lowest roadway classification, consistent with safe operation of the roadways and environmental constraints.
- Policy 4.20** In the review of all discretionary permits, the County shall consider the effect of the proposed development on the area-wide transportation network and the effect of the proposed development on the road network and other transportation facilities in the immediate vicinity of the project site.
- Policy 4.22** Nevada County shall continue to work through the Nevada County Transportation Commission towards an integrated intracounty and intercounty

regional transportation system.

**Policy 4.26** Require consideration of the feasibility of providing transit alternative to automobile transportation in all discretionary project review. As part of the development review process, require consideration of ways to reduce dependence on the auto in all discretionary and ministerial non-residential projects. For projects generating 50 or more employees, an analysis shall be prepared by the applicant documenting means to reduce auto dependence. Wherever feasible, measures documented in the analysis shall be incorporated into the project. This process shall be coordinated with the applicable Transportation Management Association (TMA) or successor agencies.

**Policy 4.27** Nevada County shall cooperate with the Nevada County Transportation Commission, to prepare and implement a Pedestrian Master plan that provides for a comprehensive system of sidewalks, pathways and trails within established Community Boundaries that are designed to encourage pedestrian use. Emphasis will be placed on connecting residential areas to commercial and industrial areas; development of direct, efficient, safe and aesthetically pleasing routes; and practical mechanisms for utilizing existing public and quasi-public rights-of-way for pedestrian use.

**Policy 4.29** Nevada County, through the Department of Services for Transportation, Aviation and Recreation (STAR), shall work with local Transportation Management Associations (TMAs) to increase opportunities for ridesharing, transit use and other means of reducing demand for additional roadway capacity.

**Policy 4.32** For all discretionary permits with *Community Regions*, as defined in Policy 1.1 and as shown on the General Plan Land Use Maps, sidewalks are encouraged as frontage improvements for all non-residential projects, and for all residential projects with an overall density greater than one dwelling unit per gross acre, or pedestrian use shall be included within the roadway prism.

**Policy 4.34** County road improvement projects shall incorporate improvements consistent with the Nevada County Pedestrian and Bicycle Master plans. Impact fees shall be adopted to offset costs of constructing these facilities.

**Policy 4.37** Nevada County shall continue to require environmentally sound practices for transportation facility construction and maintenance. New roads or improvements to the existing road system and all trails and pathways shall be located, constructed and maintained in a manner compatible with the environment.

#### **NATURAL RESOURCES**

**Policy 6.6** Provide for, where feasible, continued access to open space and public resources by ensuring that all discretionary projects are consistent with development of the Nevada County Non-Motorized Trails Mater Plan.

**Policy 11.7** Through the development and application of Comprehensive Site Development Standards, and project environmental review, establish and enforce minimum building setback lines from perennial streams and significant wetlands that are adequate to protect stream and wetland resources values.

**Policy 11.8** Utilize voluntary clustering of development to preserve stream corridors, riparian habitat, wetlands, and floodplains.

**Policy 13.2** As part of the Comprehensive Site Development Standards, include standards to minimize removal of existing vegetation and require installation and long-term maintenance of landscaping in setbacks and buffer areas. These standards shall be applicable to all discretionary projects and to all ministerial projects other than a single-family residence located on an individual lot. Tree removal may be allowed where necessary to comply with public right-of-way development or dedication, or development of required site access and public utilities. Individual trees or groups of trees

shall be protected during construction to prevent damage to the trees and their root systems. Vegetation in proximity to structures shall conform to applicable fire protection standards.

**Policy 13.3**

As part of the Comprehensive Site Development Standards, require the maximum feasible use of drought tolerant native plant species for landscaping of all new multi-family residential, commercial, industrial and public projects. Invasive, non-native plants, as determined by a landscape architect or other similar expert, that may displace native vegetation on adjoining undeveloped lands shall not be used. Landscaping with native trees and shrubs shall be encouraged to provide suitable habitat for native wildlife, particularly in proposed open space uses of future development.

**Policy 13.4H**

Non-development buffers shall be maintained adjacent to perennial stream corridors through the use of clustering, the designation of a Planned Development or the implementation of other siting and design tools. Buffers shall be sufficient in size to protect the stream corridor for movement, as well as provide some adjacent upland habitat for foraging.

**Policy 13.8**

As part of the Comprehensive Site Development Standards, include measures applicable to all discretionary and ministerial projects to minimize disturbance of heritage and landmark trees and groves. These measures shall include, but are not limited to, requirements for on-site vegetation inventories and mandatory clustering of development in areas likely to support such vegetation or habitat.

**AESTHETICS**

**Policy 18.1**

The County shall prepare Community Design Guidelines applicable to the various General Plan Designations and zoning classifications, and adopt such guidelines as part of Comprehensive Site Development Standards, to be used in the project site review of all discretionary and ministerial project permits. The guidelines may include, but not be limited to the following:

- a. Community identity
- b. Preservation of natural landforms
- c. Protection and management of viewsheds
- d. Protection and management of river corridors and other significant streams

These Guidelines shall be the base design standards applicable to all projects. Area-specific Design Guidelines, where adopted by the County pursuant to Policy 18.2, shall be applicable in addition to the base guidelines within the specified area.

**Policy 18.2**

The County may adopt Specific Design Guidelines for areas within *Community Regions*, *Rural Places*, and *Rural Centers* to provide for the maintenance of community identity, scenic resources and historic sites and areas.

The Specific Design Guidelines may include, but not be limited to standards which:

- a. Reflect the distinctions among and transitions between different areas within *Community Regions*;
- b. Reflect and retain the historic character of the area by requiring designs consistent with historic buildings, areas and sites related to a project;
- c. Reflect and retain the rural and small-town character of the County;
- d. Address building height and bulk at locations of visual sensitivity;
- e. Encourage consistent thematic use of building materials and design elements appropriate to the visual and scenic qualities of specific areas

- f. Encourage cluster-type development of office, commercial uses, and residential uses to enhance open space;
- g. Encourage office and commercial development to provide safe, functional and attractive pedestrian connections and, where appropriate, social places (e.g., seating, landscaped patio areas, etc.);
- h. Locate parking areas out of view from road traffic where conditions permit and provide measures to reduce the impacts of large paved areas;
- i. Encourage building designs which provide customer entrance from pedestrian and parking areas, with customer-friendly store fronts facing pedestrian areas;
- j. Provide uniform criteria for project design review; and
- k. Encourage landscape treatment to enhance the built environment, including the preservation, long-term maintenance, and use of drought-tolerant native species.

Specific Design Guidelines shall be implemented through the regulations of the "D" Design Combining District of the County zoning ordinance.

**Policy 18.3A**

To provide for scenic stream corridor protection along designated streams, the County shall prepare standards and procedures whereby local groups, associations, or similar organizations can, after first obtaining 66% or more of landowner concurrence, apply for designation of a segment of any stream as a local scenic stream corridor. The applicants sponsoring such designations shall prepare their application consistent with the County prepared standards and procedures, and process their application similar to other planning applications.

**Policy 18.4**

Nevada County shall not permit the use of billboards due to unmitigable, significant adverse effects upon aesthetic values and upon scenic values which contribute to the value of tourism to the local economy. The County shall adopt regulations requiring the removal of existing billboards on a fire-year amortized basis.

**Policy 18.5**

Nevada County shall not permit the continued use of non-conforming signs. The County shall adopt regulations requiring the removal of existing non-conforming signs on a five-year amortized basis.

**Policy 18.6**

Discretionary development in *Rural Regions* and in *Community Regions* near the Community Boundary shall, wherever possible, preserve natural landmarks and avoid ridge-line placement of structures.

**Policy 18.7**

Encourage protection of scenic corridors wherever feasible.

**Policy 18.7A**

The County shall promote a compact development pattern to protect open space buffers between communities and to maintain a geographic distinction between communities.

**Policy 18.10**

New and replacement road system lighting shall utilize fixtures and light sources that minimize night-time light pollution, without compromising traffic safety.

**Policy 18.11**

New Commercial, Industrial and Multiple Family development shall utilize fixtures and light sources that minimize night time light pollution.

