

**AGENDA FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
WINTERS SCHEDULED FOR TUESDAY,
JUNE 6, 2006, AT 7:30 P.M.**

CALL MEETING TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

RECOGNIZE AUDIENCE/CORRESPONDENCE:

At this time members of the public may address the Council on items not listed on the agenda and within the jurisdiction of the Council. No formal action may be taken on items not listed on the agenda. Presentations may be limited or continued, depending on the time available.

MODIFICATION OF AGENDA:

CONSENT ITEMS:

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held May 16, 2006 (pp.1-4)
- B. Proclamation in Honor of Officer Todd Barnett for his Years of Service to the Community of Winters (pp.5-6)

PRESENTATION: Plaque and Proclamation in Honor of Officer Todd Barnett

DISCUSSION ITEMS:

1. Public Hearing and Consideration of Revisions to City of Winters Community Development Block Grant Program Income Re-Use Plan. (p.7)
2. Approval of the Purchase of New Audience Chairs for the City Council Chambers (pp.8-10)
3. Resolution 2006-24, Resolution of the City Council of the City of Winters Approving and Adopting Fiscal Year 2006-2007 Budget (pp.11-12)
4. Resolution 2006-25, Resolution of the City Council of the City of Winters Approving the Senior Owner Occupied Housing Rehabilitation Program (pp.13-61)
5. Final Discussion of Putah Creek Bridge Alignment Alternatives, Architectural Elements, and Temporary Detour Project No. 01-05 (pp.62-63)
6. Planning Commission Vacancy (p.64)
7. Anderson and Hemenway Streets – Traffic Calming (p.65)
8. Resolution 2006-27 , Resolution of the City Council of the City of Winters Providing for the Establishment of Salary Ranges (pp.66-68)
9. Putah Creek Trail and Habitat Improvement (no backup)

*******COMMUNITY DEVELOPMENT AGENCY*******

1. Resolution 2006-23 A Resolution of the Community Development Agency of the City of Winters Approving and Adopting a Budget for Fiscal Year 2006-2007 (pp.69-70)
2. Resolution 2006-02 of the Community Development Agency of the City of Winters to Approve the Senior Owner-Occupied Housing Rehabilitation Program (continued from May 16, 2006) (backup under Discussion Item #4)

**AGENDA FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF
WINTERS SCHEDULED FOR TUESDAY,
JUNE 6, 2006, AT 7:30 P.M.**

3. Resolution 2006-03 of the Community Development Agency of the City of Winters
Approving the Employee Home Purchase Assistance Program (pp.71-77)

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

Consideration of items not listed on the agenda:

Items in the following categories; pursuant to Government Code

- 1. Majority determination that an emergency (as defined by the Brown Act) exists; or*
- 2. A 4/5th determination that the need to take action arose subsequent to the posting of the agenda*

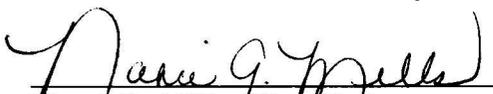
EXECUTIVE SESSION:

Conference with Legal Counsel – Existing Litigation Pursuant to Government Code Section 54956.9
Richland Communities

ADJOURNMENT:

I declare under the penalty of perjury that the foregoing agenda for the June 6, 2006 meeting of the City Council of the City of Winters was posted June 2, 2006 in the office of the City Clerk, 318 First Street, Winters, CA and was available to the public during normal business hours.

ATTEST:


Nancy G. Mills, City Clerk

**MINUTES FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS HELD ON TUESDAY,
MAY 16, 2006 AT 7:30 P.M.**

Mayor Martinez called the meeting to order at 7:30 p.m.

Pledge of Allegiance

Present were: Council Members Anderson, Fridae, Godden, Stone, Mayor Martinez, City Manager John Donlevy, City Engineer Nick Ponticello, Community Development Director Dan Sokolow, Redevelopment Consultant Stephen Streeter, Chief Building Inspector Gene Ashdown, Police Chief Bruce Muramoto, Public Works Director Charlie Simpson and City Clerk Nanci Mills.

RECOGNIZE AUDIENCE/CORRESPONDENCE: Cecilia Curry, 319 Anderson Avenue, presented a petition to the City of Winters and the Winters Police Department requesting that traffic control measures be taken along Anderson Avenue

MODIFICATION OF AGENDA: City Manager John Donlevy moved Consent Item C to Discussion Item 1, moving the remaining Discussion Items back by one. Council Member Stone made a motion to move original Discussion Item 3 (Resolution 2006-17) and Discussion Item 4 (Resolution 2006-18) to Consent Items G and H. Seconded by Council Member Godden. Motion carried unanimously.

PRESENTATION: None

CONSENT ITEMS:

- A. Minutes of a Regular Meeting of the City Council of the City of Winters Held May 2, 2006
- B. Adopt Resolution No. 2006-22, Final Map No. 4741 for the Winters Village East.
- C. **MOVED TO DISCUSSION ITEM #1** - City-Wide Maintenance Assessment District- Public Hearing and Adoption of Resolution 2006-20 Approving the Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments.
- D. Approve Consultant Services Agreement with Willdan of Sacramento for on-call plan check and building inspection services
- E. Approve Consultant Services Agreement for City Engineering Services with Ponticello Enterprises.
- F. Resolution 2006-21, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIB of the California Constitution for Fiscal Year 2006-2007.
- G. Resolution 2006-17 – Preparation of Agenda Packets
- H. Resolution 2006-18 – Policies and Procedures for Naming and Dedicating City Facilities

**MINUTES FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
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MAY 16, 2006 AT 7:30 P.M.**

City Manager John Donlevy reviewed the Consent Items. Council Member Anderson made a motion to approve Consent Items A – H, with the exception of Item C, which was moved to Discussion Item 1. Seconded by Council Member Stone. Motion carried unanimously.

DISCUSSION ITEMS:

- 1. MOVED FROM CONSENT ITEM C: City-Wide Maintenance Assessment District – Public Hearing and Adoption of Resolution 2006-20, Approving the Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments.**

Mayor Martinez opened the Public Hearing at 7:50 p.m. and closed the Public Hearing at 7:50 p.m. Council Member Anderson made a motion to adopt Resolution 2006-20, Approving the City-Wide Maintenance Assessment District's Annual Levy Report, Ordering Improvement and the Levy and Collection of Assessments. Seconded by Council Member Stone. Motion carried unanimously.

- 2. Update on Public Safety Facility and Approval of Project Budget Sheet (PBS) for Design Consultant Selection for the Fire & Police Facility, Project No. 05-03**

City Manager John Donlevy gave a brief overview, followed by Police Chief Bruce Muramoto, who continued the overview. Chief Muramoto hopes to begin the process in September, 2006, and hopes for a completion date in the Fall of 2008. Council Member Anderson commended the Fire and Police Chiefs for working together on this project, and City Manager John Donlevy described the teamwork between the two departments as “stellar.”

- 3 City of Winters Grant Avenue Access Study – Introduction**

City Engineer Nick Ponticello gave an overview. Bob Grandy with Fehr & Peers Transportation Consultants gave a power point presentation, which gave a Near-Term Option, as well as seven Cumulative Options. Council Member Godden questioned whether the proposed roundabouts would accommodate large recreational vehicles. Council Member Stone asked if Cal Trans had roundabout size standards, which was not known. Council Member Fridae asked about the cost difference between the roundabouts and signal lights. Bob Grandy indicated each signal costs approximately \$250,000, in addition to \$250,000 to widen the road, and confirmed that roundabouts are much more inexpensive. Council Member Anderson asked if the Local Government

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CITY OF WINTERS HELD ON TUESDAY,
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Commission (LGC) could review any round-about designs and Cal Trans was not opposed to roundabouts on Grant Avenue. Council Member Fridae proposed waiting for the LGC study and then scheduling a public hearing. Of the variations presented, he would like to take a closer look at Option 5. Council Member Anderson indicated his reluctance to close East Street as proposed on several of the Options given. Council Member Stone also preferred variations to Option 5, but in the meantime would like to move forward with the Near-Term Option after the public hearing is held. City Engineer Nick Ponticello indicated he could work with Cal Trans for a Near-Term Solution soon. City Manager John Donlevy said he would call LGC and ask for a portion of their report in order to expedite the beginning of the project.

MOVED TO CONSENT ITEM G - Resolution 2006-17- Preparation of Agenda Packets

MOVED TO CONSENT ITEM H - Resolution 2006-18 - Policies and Procedures for Naming and Dedicating City Facilities

4. Resolution 2006-19 - Naming/Dedication of Railroad Trestle Bridge

Council Member Anderson made a motion to adopt Resolution 2006-19, Naming/Dedication of the Railroad Trestle Bridge in honor of Robert J. Chapman. Seconded by Council Member Godden. Motion carried unanimously.

5. Planning Commission Committee (No Backup)

Due to a possible Conflict of Interest, Council Member Stone has stepped down from the Planning Commission Committee. Mayor Martinez was appointed to the Planning Commission Committee and will interview all Planning Commission applicants.

*******COMMUNITY DEVELOPMENT AGENCY*******

1. Winters High School Football Lighting Project

It has been recommended by staff to shelve this project and return the \$70,000 in allocated funds to the CDA Unallocated Fund. Harold Anderson asked about the possibility of requesting the required funds from future developers. He also stated Musco Lighting provided excellent plans for the project. Dan Martinez made a motion to accept the staff recommendation. Seconded by Tom Stone. Motion carried unanimously.

**MINUTES FOR A REGULAR MEETING OF THE CITY COUNCIL OF THE
CITY OF WINTERS HELD ON TUESDAY,
MAY 16, 2006 AT 7:30 P.M.**

2. Senior Housing Rehabilitation Program

City Manager John Donlevy gave a brief overview, followed by Redevelopment Consultant Stephen Streeter, who continued the overview. The Community Development Agency concurred to have this item brought back to a future meeting.

CITY MANAGER REPORT: There have been two park design meetings for the Sports and Linear Parks. The Sports Park is a two-phase project, with \$6 million dollars budgeted for the first phase, and \$2 million dollars budgeted for the second phase. The Linear Park will cost between approximately \$3.4 and \$3.6 million dollars.

COUNCIL/STAFF COMMENTS: Council Member Anderson attended a Transportation Improvement meeting at Freeborn Hall @ UCD and will also be attending a Cal Trans meeting.

INFORMATION ONLY

1. Investment Report for April 30, 2006
2. Treasurer's Report for April 30, 2006

Consideration of items not listed on the agenda:

Items in the following categories; pursuant to Government Code

- 1. Majority determination that an emergency (as defined by the Brown Act) exists; or***
- 2. A 4/5th determination that the need to take action arose subsequent to the posting of the agenda***

EXECUTIVE SESSION: Conference with Labor Negotiator, City Manager Pursuant to Government Code Section 54957.6

ADJOURNMENT: Meeting was adjourned at 10:00 p.m.

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: June 6, 2006

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

FROM: Bruce K. Muramoto, Chief of Police

A handwritten signature in cursive script, appearing to read "Bruce K. Muramoto".

SUBJECT: Proclamation Recognizing Todd Barnett

RECOMMENDATION:

Approve proclamation recognizing Todd Barrett's service to the community.

BACKGROUND:

Officer Barnett was hired by the Winters Police Department on April 10, 2000. During this period of time he has worked as a patrol officer and most recently as the department's School Resource Officer. Officer Barnett is leaving his employment with the City and beginning a new career with the Solano County Sheriff's department.

FISCAL IMPACT:

None



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
RECOGNIZING TODD BARNETT FOR HIS SERVICE TO THE COMMUNITY**

WHEREAS, Officer Todd Barnett Badge #530 was raised in the City of Winters, and;

WHEREAS, Todd Barnett enlisted into the United States Navy in 1991 and returned to Winters in 1997, and;

WHEREAS, Todd Barnett was hired as a full-time police officer for the City of Winters Police Department on April 10, 2000 after successful completion and graduation from the Sacramento Regional Criminal Justice Training Center June 17, 1999, and;

WHEREAS, Todd Barnett's attributes include his dedication to the citizens of Winters and the police department for six years of service with a positive attitude, courtesy, professionalism, and a good sense of humor;

WHEREAS, his assignments include a School Resource Officer and Child Abuse Investigator from July 1, 2004 to June 2, 2006; and;

WHEREAS, Todd Barnett was recognized by private citizens and a police dispatcher for dedication and service by promptly responding to a 911 medical aid call and rendering assistance as a first responder in June 2001 and responding to the aid of the Yolo County Sheriff's Department on February 9, 2003,

NOW, THEREFORE, THE CITY OF WINTERS City Council on behalf of the Citizen's of the City of Winters hereby publicly state that Officer Todd Barnett has the respect and gratitude of the entire City for his personal commitment and loyalty as a police officer serving the Winters from April 10, 2000 to June 2, 2006

Proclaimed this sixth day of June 2006.

Councilmember Steven C. Godden

Councilmember Woody Fridae

Councilmember Tom Stone

Mayor Dan Martinez

Councilmember Harold Anderson

City Manager John W. Donlevy, Jr.

Attest: City Clerk Nanci G. Mills



CITY COUNCIL STAFF REPORT
June 6, 2006

TO: Honorable Mayor and Council Members

THROUGH: John W. Donlevy, Jr. – City Manager *JWD*

FROM: Dan Sokolow – Community Development Director *DS*

SUBJECT: Public Hearing and Consideration of Revisions to City of Winters
Community Development Block Grant Program Income Re-Use Plan

RECOMMENDATION: Staff recommends that the City Council continue the public hearing to the June 20, 2006 City Council meeting.

CDBG 2005 Grant/PI Revisions CC Stf Rpt 6Jun06



CITY COUNCIL STAFF REPORT
June 6, 2006

TO: Honorable Mayor and Council Members

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

FROM: Dan Sokolow – Community Development Director 

SUBJECT: Approval of the Purchase of New Audience Chairs for the City Council Chambers

RECOMMENDATION: Staff recommends that the City Council receive the staff report and approve the purchase of new audience chairs for the City Council Chambers.

BACKGROUND: Last year, the City was awarded a Workforce Housing Reward Program grant in the amount of \$94,380. To date, Workforce Housing grant funds have been used for the Community Center Shade Cover Project (partial funding), a dump/utility truck for the Public Works Department (partial funding), computer equipment for the Fire and Community Development Departments, communications equipment for the Fire Department, and the repair of the City Park Play Structure's Amphitheater Area. Another activity proposed for funding under the Workforce Housing grant is the purchase of new audience chairs for the City Council Chambers. This activity has not been pursued until recently because of the need to address higher priority activities and the limited amount of funding available under the grant.

The City has approximately \$9,000 remaining in Workforce Housing grant funds; this should be sufficient to purchase 45 chairs for the Council Chambers and potentially 25 additional chairs for seating areas directly outside of the Chambers, in the City Clerk's office, and on the second floor of City Hall. The proposed chairs can be locked together, have cloth padding on both the seat and back sections, and are stackable. The first feature is a necessity for use in a public assembly area. The current audience seating in the Chambers consists of theater seats from the old Winters Movie Theater; these were installed in approximately 1989. While the proposed new seating would not be connected to the historic Winters past, it would result in a number of benefits.

DISCUSSION:

City Hall Accessibility

A number of accessibility improvements have been made to City Hall this year,

including the installation of an accessible parking space, an accessible counter in the City Clerk's office, a buzzer at the entrance to the accessible ramp for City Hall, and signage in various locations. The use of individual chairs that can be locked together would improve the accessibility of the City Council Chambers. Wheelchair users would no longer be limited to sitting in the front of the Chambers; accommodations could be made at the inside end of any seating aisle by just unlocking one of the chairs. The proposed chairs may also be somewhat easier to get up from than the current theater-type chairs for individuals who use canes and other individuals with mobility challenges.

Creation of a Second Conference/Workshop Room for City Hall

The current theater seating in the City Council Chambers provides for 40 permanent seats. Using individual, lockable chairs will not decrease the seating and may allow for increased seating since the distance between the current chair rows is generous. While increased seating is beneficial, perhaps the greatest advantage of using individual, lockable chairs is the ability to convert the Council Chambers into a conference/workshop room during the day and evenings. City Hall has one conference room (second floor of City Hall) that accommodates eight persons seated around a large, wood table and perhaps another ten to fifteen persons at the edges of the room. The conference room is used extensively; however, it is limited in size and availability at times. With non-permanent seating, the Council Chambers can be reconfigured easily for conference/workshop use in a number of layouts from a small number of attendees up to 30 persons or even more. Staff is also exploring whether the desks in the Council Chambers for the City Manager and City Clerk can be made "portable" in order to provide for further flexibility in the use of the Council Chambers.

Future Use of Theater Seats

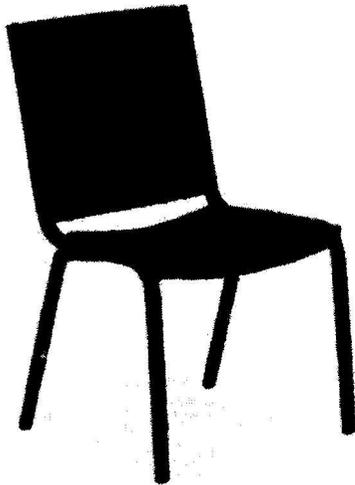
The City would need to find a home for the theater seats. They could be offered to the Opera House owners or perhaps another group or organization in the City.

ALTERNATIVES: The City Council may elect not to approve the purchase of new audience chairs for the City Council Chambers.

FISCAL IMPACT: The estimated cost to purchase 70 chairs and carts for storage of the chairs is \$4500. The City will not incur a General Fund expenses for the purchase of the chairs; the purchase of the chairs will be funded through the City's Workforce Housing grant.

ATTACHMENT

Example of Proposed Chair



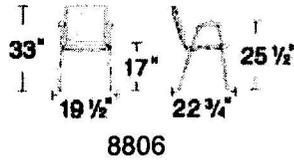
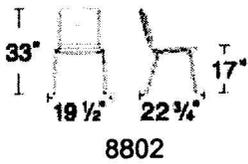
Comfort Stacker™
Models 8802



Virco's Comfort Stacker™ chairs give you a padded, upholstered seat and back in two standard fabric colors. Durability comes from a heavy-gauge, tubular steel frame reinforced with dual underseat cross braces. Models are available with or without self-skinned urethane armrests. For stacking and moving, use Virco chair truck HCT4.

Virco's Quick Ship Model 8802 is shown with a Char Black frame and Olympic Blueberry fabric upholstery.

View model 8806.



Colors (Quick Ship colors are in red.)

Model 8802 is Quick Ship in Olympic Blueberry fabric with a Char Black frame.

Frame Finish



Char Black

Fabric Upholstery



Olympic Blueberry



Olympic Burgundy

* Important Information on Colors

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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 6, 2006
THROUGH: John W. Donlevy, Jr., City Manager *John W. Donlevy, Jr.*
FROM: Shelly Gunby, Director of Financial Management *Shelly Gunby*
SUBJECT: City of Winters 2006-2007 Budget

RECOMMENDATION:

City Council adopt Resolution 2006-24, A resolution of the City Council of the City of Winters Approving and Adopting a Budget of Revenues and Estimated Expenditures For Fiscal Year 2006-2007.

BACKGROUND:

The City of Winters is required to prepare and adopt a budget each fiscal year. Staff has prepared the budget, and it was reviewed by staff and City Council on May 30, 2006, all adjustments required to balance the budget have been made per City Council direction, and the General Fund Budget is a balanced budget.

FISCAL IMPACT:

The Budget gives hiring and spending authority to staff for the Fiscal Year 2006-2007.

**COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2006-23**

RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR FISCAL YEAR 2006-2007

WHEREAS, The Community Development Agency of the City of Winters is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, the members of said Community Development Agency and staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

WHEREAS, the planning and administrative expenditures in the housing fund are necessary for the production, improvement, or preservation of low and moderate income housing;

NOW, THEREFORE BE IT RESOLVED by the Community Development Agency of the City of Winters, that a budget for Fiscal Year 2006-2007, a copy of which is on file in the City Clerk's office is hereby adopted for a total source of funds of \$2,111,878, and use of available fund balance of \$3,566,455 for a total source of funds \$5,678,333 and total appropriations of \$5,637,834.

PASSED AND ADOPTED by the City of Winters Community Development Agency this 6th day of June 2006 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Keith Fridae, Chairman

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL/COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 6, 2006
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Stephen Streeter, Redevelopment Consultant *SS*
Linn Myer, Redevelopment Assistant
SUBJECT: Senior Housing Rehabilitation Program

RECOMMENDATION:

That the City Council:
Adopt Resolution No. 2006-25 to approve the Senior Owner-Occupied Housing Rehabilitation Program.

That the Agency Board:

1. Adopt Resolution No. 2006-03 to approve the Senior Owner-Occupied Housing Rehabilitation Program
2. Acknowledge a previous budget encumbrance in the amount of \$200,000 to provide initial funding for this program.
3. Approve a budget adjustment in the amount of \$200,000 from the unencumbered tax increment bond proceeds for the proposed Loan facet of the Senior Housing Rehabilitation Program (Part I).

SUMMARY OF PROJECT:

- This program was introduced and discussed at the Community Development Agency meeting of May 16, 2006. It was continued to June 6, 2006 so that City staff and consultants could provide examples of an Affordability Covenant and an Affordable Housing Agreement for the Senior Housing Rehabilitation Loan Program.
- The purpose of the Housing Rehabilitation Program is to maintain residential

properties within the City of Winters ("City") that are occupied by low- (including very low and extremely low-) and moderate-income senior households. A senior household is defined as one in which any applicant or co-applicant is 65 years of age or older. Persons 50 years old or older who meet the Social Security Administration definition for having physical disabilities are also eligible.

- The primary goal of the program is to get money out in the community to help seniors with critical home repairs. Since public funds would be used, and those public funds are housing set-aside funds (or bond proceeds supported by housing set-aside funds), the Community Development Agency wants to be able to show that this program "increases, improves and preserves housing available to low and moderate income families."
- The primary objective of the Program is to provide decent, safe and sanitary housing for low- (including very low and extremely low-) and moderate-income residents of the City through the correction of actual or potential health and safety problems in existing structures.
- The secondary objectives of the Program are: 1) to preserve the City's affordable housing stock; and 2) to assist in the process of neighborhood revitalization.

BACKGROUND:

The 2002 Housing Element speaks to the preservation of existing housing in the following goals, policies and implementation programs that pertain to this program, i.e.:

Goal II.B: To encourage the maintenance, improvement, and rehabilitation of the City's existing housing stock and residential neighborhoods.

Policies:

- II.B.1** The City shall encourage private reinvestment in older residential neighborhoods and private housing rehabilitation.
- II.B.2** The City shall pursue available and appropriate State and federal funding to meet the rehabilitation objectives of the Housing Element.
- II.B.5** The City shall require abatement of unsafe structures, giving property owners ample opportunities to correct deficiencies.
- II.B.6** The City shall promote the preservation of architecturally and historically significant residential structures.

Goal II.C: To encourage energy efficiency in both new and existing housing.

Policies:

- II.C.2** The City shall promote incorporation of energy conservation and weatherization features in existing homes.

2002 HOUSING ELEMENT IMPLEMENTATION PROGRAMS:

- II.10.** The City will continue to provide housing rehabilitation assistance to very low- and low-income homeowners and to rental property owners with very low- or low-income tenants. The City will continue to implement, annually review, and revise as needed, program guidelines for housing rehabilitation assistance.

The City publicizes the Housing Rehabilitation Program with the help of the program's contract administrator. Interested homeowners and other applicable parties can acquire information about this program through fliers at the Community Development Department's counter, the City's utility billing mailings, and targeted property mailings.

Responsible Agency:	City Council, Community Development Department, Community Development Agency (redevelopment)
Financing:	CDBG funds; HOME funds; CalHome funds; California Housing Finance Agency (CalHFA) HELP Program; and Redevelopment Housing Set-aside Funds (Estimated funding needed: Minimum of \$200,000. Ability to fund this program will largely be dependent on receiving grant/loan funds from State and Federal funding sources through a competitive process.)
Time Frame:	Ongoing, 2002 – 2007. Annual review and revisions of program guidelines, as appropriate.

DISCUSSION: The program will be important to improving housing for senior citizens who are often most in need of assistance due to household income levels and difficulty in keeping up with repairs and maintenance. The Program Design (Attachment 1 of Attachment C) and the Program Description and Procedures Manual (Attachment 2 of Attachment C) provide details about the program.

A three-part program is proposed:

Part I – The CDA/City would give seniors that qualify as low/moderate-income a forgivable loan of up to \$20,000 in exchange for agreement to maintain their property (i.e. not blighted) for ten years. The loan is interest free with no payments and is forgiven in ten years. If seniors sell their property before ten years, the CDA/City recoups the loan, unless the seniors sell to another low/moderate-income family, in which case, the loan is forgiven.

Part II – The CDA/City would give seniors that qualify as low/moderate-income a grant of up to \$10,000 for emergency repairs such as unsafe electrical systems; wheelchair ramps, broken windows, doors, or locks; water heaters; leaking roofs; non-working heating systems, etc.

Part III - The CDA/City would give seniors that qualify as low/moderate-income grants of up to \$500 for minor home repairs, such as fixing leaking faucets, installing grab bars, handrails and telephone jacks, etc. The CDA/City staff may be able to line up some volunteer local contractors, who want some good publicity, to perform these repairs.

If under Part I, the seniors sell their property and make bundles of money, that is fine and the CDA/City get our money back to help another family. If the seniors sell to an affordable family, then the CDA/City preserved affordable housing in the community, but it is a totally voluntary decision by the seniors. This would be handled through a simple agreement and promissory note/deed of trust, but no covenant. Part II and III are designed to address the emergency or minor repairs.

ENVIRONMENTAL REVIEW: This program is not subject to the requirements of the California Environmental Quality Act.

FISCAL IMPACT: This item has previously been held in the CDA Housing Fund Budget. The grants of up to \$20,000 per household would be allocated based on eligibility requirements. A budget adjustment in the amount of \$200,000 from the unencumbered tax increment bond proceeds for the proposed Loan facet of the Senior Housing Rehabilitation Program (Part I).

ATTACHMENTS:

- A. City Council Resolution
- B. Community Development Agency Resolution
- C. Affordable Housing Agreement
- D. Affordability Covenant

CITY COUNCIL RESOLUTION NO. 2006-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS TO APPROVE THE SENIOR OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

WHEREAS, the City Council of the City of Winters has adopted an ordinance establishing a low and moderate income housing fund; and

WHEREAS, the City Council has issued tax increment bonds which provide funding for the programs of the City Council; and

WHEREAS, the City Council must utilize twenty percent (20%) of its tax increment revenues to improve and expand housing affordable to low-to-moderate income households; and

WHEREAS, the City Council is desirous of providing a Senior Housing Rehabilitation Program for homeowners as described in the proposed Program Design, Program Description and Procedures Manual and Program Application; and

WHEREAS, loans/grants under this program will increase, improve and/or preserve the supply of housing affordable to low income and moderate income households within the community; and City Council; and

WHEREAS, loans/grants under this program can be made both within and outside the project area, as the use of funds for this purpose and within and outside of the project area will be of benefit to the project by encouraging the maintenance, improvement, and rehabilitation of the City's existing housing stock and residential neighborhoods; and

WHEREAS, the City Council will monitor the expenditure of housing funds for senior programs so that the percentage of funds matches the percentage of seniors in the City (and/or Agency) boundaries over the ten year duration of the Community Development Agency Implementation Plan; and

WHEREAS, the Community Development Agency proposes to make \$200,000 available from the Housing Fund Bond Proceeds, providing rehabilitation assistance grants for low- and moderate-income households; and

WHEREAS, the Community Development Agency proposes to approve a budget adjustment in the amount of \$200,000 from the unencumbered tax increment bond proceeds for the proposed Loan facet of the Senior Housing Rehabilitation Program (Part I); and

WHEREAS, the City Manager or his designee is authorized to approve loans/grants under this program (not to exceed \$20,000 per loan/grant and as long as within the current budgeted amounts for this program); and

WHEREAS, given the high cost of ownership housing in relation to wages, salaries and retirement income in the Winters area, substantial numbers of extremely low-, very low-, low- and moderate-income households, who are residents of the Winters Community Development Agency Project Area and of the City, find it difficult to maintain their homes to standards set forth by the State Health and Safety Standards.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Winters that the

ATTACHMENT A

Senior Owner-Occupied Housing Rehabilitation Program is hereby approved.

PASSED AND ADOPTED at a regular meeting the City of Winters City Council, County of Yolo, State of California, on the 6th day of June, 2006, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dan Martinez, Mayor

ATTEST:

Nanci G. Mills, City Clerk, City of Winters

COMMUNITY DEVELOPMENT AGENCY RESOLUTION NO. 2006-02

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS TO APPROVE THE SENIOR OWNER-OCCUPIED HOUSING REHABILITATION PROGRAM

WHEREAS, the Community Development Agency (CDA) of the City of Winters has adopted an ordinance establishing a low and moderate income housing fund; and

WHEREAS, the CDA has issued tax increment bonds which provide funding for the programs of the CDA; and

WHEREAS, the CDA must utilize twenty percent (20%) of its tax increment revenues to improve and expand housing affordable to low-to-moderate income households; and

WHEREAS, the CDA is desirous of providing a Senior Housing Rehabilitation Program for homeowners as described in the proposed Program Design, Program Description and Procedures Manual and Program Application; and

WHEREAS, loans/grants under this program will increase, improve and/or preserve the supply of housing affordable to low income and moderate income households within the community; and

WHEREAS, loans/grants under this program can be made both within and outside the project area, as the use of funds for this purpose and within and outside of the project area will be of benefit to the project by encouraging the maintenance, improvement, and rehabilitation of the City's existing housing stock and residential neighborhoods; and

WHEREAS, the CDA will monitor the expenditure of housing funds for senior programs so that the percentage of funds matches the percentage of seniors in the Agency (and/or City) boundaries over the ten year duration of the Community Development Agency Implementation Plan; and

WHEREAS, the CDA proposes to make \$200,000 available from the Housing Fund Bond Proceeds, providing rehabilitation assistance grants for low- and moderate-income households; and

WHEREAS, the Community Development Agency proposes to approve a budget adjustment in the amount of \$200,000 from the unencumbered tax increment bond proceeds for the proposed Loan facet of the Senior Housing Rehabilitation Program (Part I); and

WHEREAS, the Executive Director or his designee is authorized to approve loans/grants under this program (not to exceed \$20,000 per loan/grant and as long as within the current budgeted amounts for this program); and

WHEREAS, given the high cost of ownership housing in relation to wages, salaries and retirement income in the Winters area, substantial numbers of very low-, low- and moderate-income households, who are residents of the Winters Community Development Project Area and of the City, find it difficult to maintain their homes to standards set forth by the State Health and Safety Standards.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Agency of the

City of Winters that the Senior Owner-Occupied Housing Rehabilitation Program is hereby approved.

PASSED AND ADOPTED at a regular meeting the City of Winters Community Development Agency, County of Yolo, State of California, on the 6th day of June, 2006, by the following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Dan Martinez, Chairman

ATTEST:

Nanci G. Mills, City Clerk, City of Winters

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:
Winters Community Development Agency
318 First Street
Winters, CA 95694
Attention: Executive Director

AFFORDABLE HOUSING AGREEMENT
SENIOR HOUSING REHABILITATION LOAN PROGRAM

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic (hereinafter referred to as "Agency"), and _____, (hereinafter referred to as "Borrower"), whose address is _____, Winters, California 95694.

RECITALS

A. Borrower proposes to rehabilitate a residence in the City of Winters at the address set forth above (hereinafter "Property").

B. Borrower qualifies as a moderate-income or low-income household as determined by standards established by the State of California Department of Housing and Community Development (HCD) and is over the age of _____.

C. Pursuant to State Law and Agency's Senior Housing Rehabilitation Loan Program (hereinafter "Loan Program"), Agency proposes to make a Senior Housing Rehabilitation Loan to Borrower (hereinafter "Housing Rehabilitation Loan") as follows:

PRINCIPAL AMOUNT: _____ DOLLARS (\$ _____); and

D. The Loan Program provides for the Property to be restricted in certain respects.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Agency and Borrower do hereby agree as follows:

1. ***Use of Funds.*** Borrower agrees to, and represents and warrants that it shall, use the Housing Rehabilitation Loan only for rehabilitation of the Property in accordance with the Loan Program set forth in Attachment 1 and the Scope of Rehabilitation Work set forth in Attachment 2, attached hereto and incorporated herein by reference.

2. ***Principal Residence.*** Borrower represents that he and/or she owns and occupies, and shall continue to own and occupy, the Property as his and/or her principal and legal residence. Upon request by the City, Borrower shall submit an affidavit to the City certifying that the Property is the Borrower's principal and legal residence. Borrower shall not rent the Property during the Term of this Agreement without the consent of Agency.

3. ***Documentation.*** Concurrently with execution of this Agreement, Borrower shall execute a Promissory Note in the form of Attachment 3, attached hereto, and shall execute and acknowledge a Deed of Trust securing its obligations under this Agreement

and the Promissory Note ("Note") in the form of Attachment 4, attached hereto. The Deed of Trust shall be recorded in the Official Records of Yolo County. City may execute and record a Request for Notice of Default in the form attached hereto as Attachment 5.

4. Term. This Agreement shall be effective for a period of ten (10) years from execution ("Term"). Prepayment or payoff of any sums due under the Note or referenced in this Agreement shall relieve Borrower of any obligations under the Note or this Agreement.

5. Resale of Property. If the Property is sold during the Term, the Rehabilitation Loan shall be repaid to Agency in full with interest, as set forth in the Note, unless the Property is sold to a moderate income household (household income of no more than 120% of Median Income) or low income household (household income of no more than 80% of Median Income) at an Affordable Sales Price. If the Property is sold to a moderate income or low income household at an Affordable Sales Price, as verified by Agency, then the Note shall be forgiven in full. As used in this Agreement:

- a. "Affordable Sales Price" means the maximum purchase price that will be affordable to a moderate income or low income household. A maximum purchase price shall be considered affordable only if the Owner-Occupied Monthly Housing Payment is equal to or less than one-twelfth (1/12) of thirty percent (30%) of income for the moderate or low income household. Affordable Sales Price shall be based upon presumed occupancy levels of one person in a studio unit, two persons in a one-bedroom unit, three persons in a two-bedroom unit, and one additional person for each additional bedroom thereafter.
- b. "Owner-Occupied Monthly Housing Payment" means the sum equal to the principal, interest, property taxes, homeowner's insurance and homeowner's association dues paid on an annual basis divided by twelve (12).
- c. "Median Income" shall mean the area-wide median gross yearly income in Yolo County, adjusted for household size, as established from time to time by the U.S. Department of Housing and Urban Development ("HUD"), or, by the California Department of Housing and Community Development ("HCD") if HUD ceases to establish such income standards. In the event that neither HUD nor HCD are establishing such income standards, Agency shall provide Borrower with income standards which are determined in a manner reasonably similar to the methods of calculation previously used by HUD or HCD.

6. Maintenance Standards. During the term of this Agreement, Borrower shall keep the Property in good condition, order and repair and shall not commit waste or permit impairment, demolition or deterioration of the Property, and shall maintain the Property in a condition that conforms with the City of Winters building codes, zoning codes, and other applicable local ordinances.

7. Waiver. The waiver by any party of any breach or violation of any term, covenant or condition of this Agreement or of any provisions, ordinance or law shall not be deemed to be a waiver of such term, covenant, condition, ordinance or law or any subsequent breach or violation of the same or of any other term, covenant, condition, ordinance or law, nor shall any failure to enforce any provision operate as a waiver of such provision or any other provision.

8. Costs and Attorneys' Fees. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable

costs and witness, expert and attorneys' fees expended in connection with such an action from the other party. Each party hereby waives its right to a jury trial.

9. Recordation. Borrower shall execute this Agreement, cause the same to be acknowledged and deliver said executed and acknowledged document to Agency in such form as to permit its recordation in the Office of the County Recorder of the County of Yolo.

10. Default. On: (a) Borrower's failure to pay any sum due under the Note when due and payable (whether by extension, acceleration, or otherwise), or (b) any failure of Borrower to comply with the terms and conditions set forth in this Agreement, including those as to use of funds, or (c) any material breach under the Note or the Deed of Trust, or under any other instrument now or hereafter securing the indebtedness evidenced by the Note, then, and in any such event, Agency may, at its option, declare the Note (including, without limitation, all accrued interest) due and payable immediately.

11. Remedies. If a default occurs, Agency may exercise any right or remedy which it has under the Note, the Deed of Trust, and/or which is otherwise available at law or in equity or by statute, and all of Agency's rights and remedies shall be cumulative.

12. Miscellaneous Provisions. Each attachment referred to in this Agreement is attached hereto and incorporated by reference, as though fully restated herein. This Agreement constitutes the entire understanding and agreement of Agency and Borrower with respect to the matters addressed herein and supersedes all prior agreements and understandings, written or oral, between Agency and Borrower with respect to such matters. Each of the parties has read this Agreement and each party has freely and voluntarily entered into this Agreement. This Agreement shall not and cannot be modified or amended, nor any term or provision be waived or discharged, except as expressly stated in a writing signed by the parties.

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

[SIGNATURES ON FOLLOWING PAGE]

AGENCY:

WINTERS COMMUNITY DEVELOPMENT
AGENCY

By: _____

Its: Executive Director

Date: _____

BORROWER:

(name)

(indicate marital status, e.g., a married/ unmarried
woman/man, spouse of

Date: _____

(name)

(indicate marital status, e.g., a married/ unmarried
woman/man, spouse of

Date: _____

SIGNATURES MUST BE NOTARIZED

State of California)
)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

State of California)
)
)
County of _____)

On _____ before me, _____ (here insert name and title of the officer), personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS

SENIOR HOUSING REHABILITATION GRANT & LOAN PROGRAM

(to be amended to include loan criteria)

OWNER-OCCUPIED PROPERTIES

I. INTRODUCTION

A. Purpose & Objectives:

1. The purpose of the Housing Rehabilitation Program is to maintain residential properties within the City of Winters ("City") which are occupied by low or moderate-income senior households.
2. The primary objective of the Program is to provide decent, safe and sanitary housing for low or moderate -income residents of the City through the correction of actual or potential health and safety problems in existing structures.
3. The secondary objectives of the Program are: 1) to preserve the City's affordable housing stock; and 2) to assist in the process of neighborhood revitalization.

B. Authority:

1. The five members of the City Council of the City of Winters, acting in their capacity as Commissioners, form the governing body for the Community Development Agency of the City of Winters ("CDA"). This Program Design, containing the policies that form the framework for the Housing Rehabilitation Program, has been adopted by the CDA Commissioners. No revisions may be made hereto without the express action of the CDA Commissioners.
2. The Executive Director of the CDA is hereby granted the authority to make exceptions to the policies contained in this Program Design to the extent necessary to provide assistance required to correct health and safety hazards that are deemed an imminent threat to the occupants' physical well being.

C. Program Funding:

Funding for this program will be from Redevelopment funds as designated from time to time by the CDA.

II. DISCRIMINATION PROHIBITED

The CDA promotes fair housing and makes all programs available to low and moderate income families regardless of race, sex, color, religion, ethnicity, national origin, ancestry, lawful occupation, sexual preference, familial or marital status, physical

disability or age of the intended occupants. This particular program is targeted to seniors as defined by age.

- A. **Conflict of Interest:** No member of the governing body of the City of Winters, city officials or members of their immediate family or household and no other official or employee or agent of the City, or CDA who exercises any policy decision-making functions or responsibilities in connection with the planning and implementation of the Winters Redevelopment programs shall be eligible for the housing rehabilitation program.
- B. **Ownership & Residency:** The applicant must be the legal owner of the real property, or the registered owner of the manufactured home to be rehabilitated.
1. The property must be occupied by the owner as his or her principal residence.
 2. The name of non-occupant parents, ex-spouses and/or children may be on the title to the property in addition to the name of the owner-occupant(s). No other non-occupants may be listed on the title.
 3. Applicants who occupy and control a residential property through a revocable or irrevocable trust, a life-estate or other similar arrangement through which the applicant and/or one or more non-occupant parents, ex-spouses and/or children are trustees or hold title to the property, shall be eligible for a grant if the applicant has the legal right to encumber the property.
 - a. If the trustee and/or other non-occupant on title is not the parent, ex-spouse and/or child of the applicant, the applicant will not be eligible for financial assistance under this program.
 - b. If the trust, life estate or other arrangement requires the trustee or other non-occupant on title to approve any encumbrance on the property, the trustee or other non-occupant on title will be required to co-sign the rehabilitation grant documents.
- C. **Eligible Properties:** Subject to funding availability, Redevelopment grants may be made for improvements to manufactured homes, single-family and duplex residential properties within the boundaries of the City.
1. Manufactured homes must be legally sited.
 2. Properties that have benefited previously through a CDA grant program may be eligible for the program upon the review and approval of the CDA Director, Redevelopment Manager or his/her designee and if all prior loans are fully repaid.

3. Secondary residences (e.g. summer homes) are not eligible for the program. Second units, as defined in Government Code section 65852.150, are permissible land uses in residential zones that homeowners may choose to repair or construct by different funding.

4. Condominiums and co-housing units are not eligible.

D. Income and Asset Limits: All occupant households must demonstrate income eligibility.

1. Eligible properties must be occupied by low or moderate-income households with incomes not to exceed 80% of median area income adjusted for family size. At least one unit in a duplex must be occupied by income-eligible households.
2. Median area income is determined by the U.S. Department of Housing and Urban Development (HUD) and the California Department of Housing and Community Development (HCD).
3. Household income is computed as defined in Section VII.
4. There shall be a cap on the level of assets allowed for program eligibility for owner-occupied properties.
 - a. Household assets cannot exceed 200% of median area income for a household of one person* except as provided for below.
 - b. Elderly and/or permanently disabled households may have assets not exceeding 400% of median area income for a household of one person*.

*As of April 1, 2006, the median area income for a household of one was \$34,650

E. Affordability Restrictions:

1. For owner-occupied properties assisted with Redevelopment funds, a covenant will be recorded restricting continued occupancy of the property by low or moderate-income households for up to fifteen (15) years or other term specified in the Affordability Covenant. A sliding scale will be used for the affordability covenant based on the amount of the loan, e.g. a one-year restriction for each \$1000, with no covenant below \$3000.

III. ELIGIBLE IMPROVEMENTS

A. Eligible Improvements: Improvements must be of a permanently fixed nature or energy-efficient appliances. Repairs and improvements should be completed in the following priority order.

1. Improvements to correct health and safety hazards, including lead hazard removal. Installation of smoke detectors and carbon monoxide detectors as needed.
2. Repairs to correct cited code violations.
3. Repairs to correct other code items and to improve energy efficiency through weather-stripping, insulation, double-pane windows and similar means.
4. Repairs to correct incipient code items.
5. Energy efficient appliances, i.e. water heaters and stoves/ranges.
6. General property improvements are limited to 15% of the rehabilitation costs and are allowed only after all applicable code/incipient code violations and all health and safety hazards have been included in the work specifications. Final determination of code and hazard satisfaction will be made by the CDA Director or his/her designee, e.g. the building official.

B. Ineligible Improvements

1. Items that exceed the CDA's established moderate quality standards for fixtures, windows, floor coverings, finishes, and other items.
2. Improvements of a recreational nature are not eligible.
3. Luxury improvements.

C. In no event shall the CDA approve grants for work unless all identified items described in IV.A:1 and 2 are corrected as a result of the work carried out in conjunction with the CDA's grant.

D. The CDA shall not approve grants for work required to repair a condition for which the applicant has received, or will receive, an insurance settlement or funds from another source (such as Federal Emergency Management Agency or Small Business Administration) to pay for the repair except to augment the insurance or other funds in cases where such funds are insufficient to make the required repairs in compliance with all applicable codes or ordinances.

E. All work funded in whole or in part by the CDA is subject to the permit processes of the State, County and/or city in which the property is located.

1. All work must be done according to standards acceptable to the State of California Department of Housing and Community Development, and/or the Building & Code Enforcement Division of the Winters Community Development Department.

2. The proper permit(s) must be obtained for all work that requires such permit(s). The cost of permits may be part of the grant.
 3. In order to streamline the process for the Agency and the homeowner, the CDA staff will pre-qualify a list of contractors on an annual basis and rotate through the list. The homeowner would be allowed to select from one of the next two names up in the rotation.
- F. "Self-Help" work by the owner-occupant may not be a part of the contract or grant unless the owner-occupant is a licensed contractor, skilled in a construction trade, (e.g. carpentry, plumbing, electrical, mechanical) and has the consent of the primary licensed contractor. No "volunteer" assistance is allowed primarily for liability reasons.

IV. GRANT PROCEDURES

A. Application Process:

1. All grant applications will be processed and evaluated on a first-come, first-served basis. Applications will be considered for assistance based upon the order of receipt of completed applications by the Winters CDA. An application will be considered to be complete when all required information has been supplied by the property owner(s). If the property is located in a Redevelopment Area, available Redevelopment funds will be used before using available Community Development Block Grant funds.
2. All applicants will complete a pre-application and furnish rehabilitation staff with all required verifications. The information in the pre-application will be used to determine the applicant's initial eligibility for assistance.
3. After initial eligibility has been established, a thorough inspection of the property will be carried out by CDA staff. If necessary, additional tests and/or inspections by third parties will be conducted. A rough scope of work and cost estimate will be developed based on the inspection(s), tests and consultation with the property owner.
4. After review and acceptance of the rough scope of work and cost estimate by the homeowner, CDA staff will prepare a formal grant application.

V. CONSTRUCTION

- ##### A. Competitive Bidding: After a grant is approved, CDA staff will coordinate the competitive bidding process to obtain fixed-price bids from qualified, licensed contractors.
1. The CDA shall determine whether a contractor is qualified through a pre-screening process. All contractors must submit a contractor application on the required forms to the CDA at, or prior to, the time of submitting their first bid.

2. The property owner may select any responsible contractor whose bid does not exceed 110% of the CDA staff's in-house cost estimate.

B. **Construction Contract:** The CDA staff will coordinate contracting for all work funded through the rehabilitation grant along with any owner contributions to the project, manage the contracts, inspect the work and approve and disburse payments.

1. The contract for the rehabilitation must be executed by the owner and the contractor. The CDA staff will provide the contract form.
2. The CDA staff shall assist the owner in the control, supervision and direction of the work to be performed under the contract.
3. Changes to the services to be provided under the contract and amounts to be paid pursuant to the contract may be made only by written change order by and between the owner and the contractor and only upon written approval of the CDA's Executive Director, Redevelopment Manager or his/her designee.
4. During the period of performance of the contract, the owner shall not enter into any additional agreements with the contractor, whether written or verbal, without the written approval of the CDA Executive Director, Redevelopment Manager or his/her designee.
5. CDA staff will inspect each project during construction to assure that work is progressing in a timely manner and that it is being carried out in accordance with the Scope of Work.
 - a. Phase inspections will be made by CDA staff prior to the disbursement of payments to the contractor. Any work requiring a building or other permit must also have written approval by the State, County and/or City Building Inspector.
 - b. The owner must accept all work before payment may be authorized, except payment awarded by arbitration or legal judgment.
6. Upon satisfactory completion of all work called out in the contract, the property owner shall sign the Notice of Completion which shall be recorded in the Yolo County Recorder's Office.

VI. GRANT ADMINISTRATION - (Administered by the CDA)

- A. **Transfer and Assumption:** Owner-occupied rehabilitation grants provided through this program cannot be transferred to, or assumed by, future owners of the property except in the case of transfer to an occupant spouse, registered

domestic partner, or child. Such occupant spouse/domestic partner/child must provide certification of occupancy.

VII. DEFINITIONS

Applicant/Co-Applicant: Any member of the household who is listed on title to the property and who will be accepting responsibility for the grant, including repayment provisions for a grant upon resale of the house to a household not within the income limits, made by signing the required grant documents.

Assets: Assets of the applicant and household members shall be considered in determining household income. Household assets include:

1. Amounts in savings and checking accounts. (The greater of the current amounts or the average balance for the last 2 months in savings and checking accounts.)
2. Stocks, bonds, savings certificates, money market funds and other investment accounts.
3. Equity in real property (other than the applicant's principal residence) or other capital investments. Equity is the estimated current market value of the asset less the unpaid balance on all loans secured by the asset.
4. The cash value of trusts that are available to the household, not including irrevocable trusts.
5. Annuities in the applicant's name that could be liquidated.
6. Assets, which although owned by more than one person, allow unrestricted access by the applicant.
7. Lump-sum receipts such as inheritances, capital gains, lottery winnings, and cash from sale of assets, insurance settlements, and other claims.
8. Personal property held as an investment such as gems, jewelry, coin collections, antique cars, etc.
9. Cash value of life insurance policies.
10. Household Assets Do Not Include:
 - a. Personal property (except as noted in #9 above).
 - b. Interest in Indian trust lands.
 - c. Assets not accessible by the household (e.g.: irrevocable trusts).
 - d. Assets that are a part of an active business or farming operation.

- e. Retirement plans which, if withdrawn, would result in a penalty.

Code Standards: All applicable housing, planning, fire prevention, building, zoning, health codes, and other pertinent local ordinances.

Community Development Block Grants (CDBG): A program started in 1974 by the U.S. Department of Housing and Urban Development to address a wide range of unique community needs.

Disabled Persons Household: A household in which any applicant or co-applicant is 50 years of age or older and meets the Social Security Administration definition for having physical or mental disabilities. It may include two or more persons with disabilities living together, or one or more of these persons living with one or more live-in-aides or other household members.

Federal Emergency Management Agency (FEMA): Agency charged with leading the effort to prepare the nation for a hurricane, an earthquake, a tornado, a flood, a fire or a hazardous spill, an act of nature or an act of terrorism and effectively manage federal response and recovery efforts following any national incident. FEMA also initiates proactive mitigation activities, trains first responders, and manages the National Flood Insurance Program and the U.S. Fire Administration.

General Property Improvements: Items not specifically required by code, which will generally improve the appearance and/or livability of the property and the neighborhood.

Gross Income: The total income of the household, before any withholdings are taken.

Household: A single person or a collective body of two or more persons living together in one housing unit as their common home and sharing common income. See also *Senior Household*.

Housing and Urban Development (HUD): The U.S. Department of Housing and Urban Development's mission is to increase home ownership, support community development and increase access to affordable housing free from discrimination. Their mission is accomplished through various grant, loans, insurance and counseling programs administered directly by HUD or via State, County or City governments.

Incipient Code Violations: An incipient code violation exists if, at the time of inspection, it is thought that the physical condition of an element in the structure will deteriorate into an actual code violation within one year. Examples are an old roof that is beginning to leak or a furnace that can reasonably be expected to become inoperative or hazardous because of its age or condition.

Income:

Annual Household Income - For the purposes of determining eligibility in accordance with HCD income guidelines, Annual Income will include, for all members of the household:

- 1) Gross wages and salary before deductions.

- 2) Net money income from self-employment.
- 3) Cash income received from such sources as rental units, Social Security benefits, pensions, and periodic income from insurance policy annuities.
- 4) Periodic cash benefits from public assistance and other compensation, including AFDC, SSI, Worker's Compensation, State Disability Insurance and Unemployment benefits.
- 5) Interest earned on savings and investments.

Annual Income will not include:

- 1) Non-cash income such as food stamps or vouchers received for the purpose of food or housing.
- 2) Capital gains or losses.
- 3) One time unearned income such as scholarship and fellowship grants; accident, health or casualty insurance proceeds; prizes or gifts; inheritances.
- 4) Payments designated specifically for medical or other costs, foster children or their non-disposable income.
- 5) Income from employment of children under the age of 18.
- 6) Payment for the care of foster children.

This is not meant to be a complete list. Grantee will make the final decision in situations where the classification of income is not clear-cut. Any exceptions or other deviations from this definition of annual income will be considered by Grantee.

Manufactured Housing: A manufactured home is constructed to comply with the National Manufactured Home Construction and Safety Standards, a uniform building standard administered and enforced by the U.S. Department of Housing and Urban Development.

Minor/Dependent: Members of the household (other than the applicant or co-applicant[s]) who are under 18 years old or who are full-time students and live at home, or who are disabled in such a manner as to require on-going dependency.

Non-Household Member(s): A single person or a collective body of two or more persons who rent one of the bedrooms of a single-family house and who do not share common income with the owner-occupant household.

Senior Household: A household in which any applicant or co-applicant is 65 years of age or older. It may include two or more persons 65 years of age or older living together, or one or more of these persons living with one or more live-in-aides or other household members.

Small Business Administration (SBA): Created by Congress in 1953 to “aid, counsel, assist and protect, insofar as is possible, the interests of small business concerns.” SBA makes direct business loans, guarantees bank loans to small businesses, makes loans to victims of natural disasters, works to get government procurement contracts for small businesses and helps business owners with management and technical assistance and business training.

I HAVE READ AND UNDERSTAND THE INFORMATION PRESENTED IN THE 2006 PROGRAM DESIGN FOR THE HOUSING REHABILITATION PROGRAM.

Date

Property Owner Signature

Date

Property Owner Signature

SENIOR HOUSING REHABILITATION PROGRAM
318 First Street
Winters, CA 95694
530-795-4910

PROGRAM APPLICATION & SCOPE OF REHABILITATION WORK

Name: _____
Address: _____
Telephone Number: _____ Date of Birth: _____
Social Security Number: _____
Have you received a housing rehabilitation grant or loan before: _____
If Yes, when was the last grant: _____ What was the amount: _____

Income Eligibility:

1. Please describe the type of gross monthly income your household receives, and the total amount. (i.e., salaries, wages, pension interest)

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Gross Monthly Income \$ _____
(for your entire household)

Do you anticipate a significant increase in income or to receive an inheritance within the next six months to one year? _____ If so, what is the estimated amount of income or the value of the inheritance?

Please provide a copy of your most recent tax return and/or other proof of income.

2. Total number of persons living in your household, including yourself: _____

Repair Work to Be Done:

Please describe in detail exactly what type of Health & Safety repair or Maintenance that you are requesting.

SENIOR HOUSING REHABILITATION PROGRAM

Program Description and Procedures Manual

June 2006

**Winters Community Development Agency
Senior Housing Rehabilitation Program: Description and Procedures**

Program Procedures

1. Completed applications, proof of income and two contractor's estimates will be solicited by and reviewed by Agency staff for eligibility in the program. Income levels, age and ownership of the home will be verified. Appropriateness of the requested repairs will also be reviewed and may require staff to inspect the property to verify conditions.
2. Upon preliminary approval based on eligibility, the applicant and Executive Director of the Community Development Agency, Redevelopment Manager or his/her designee will sign an agreement in which the owner agrees to repay the grant if the house is sold to an ineligible person within 12 months of the completion of repair work. In return, the Agency will agree to pay an amount not to exceed \$20,000 for necessary health and safety repairs.
3. The Agency arranges to hire an approved licensed contractor (with the knowledge of the applicant) from the pre-qualified contractor list and begins work.
4. Upon receiving an invoice from the hired contractor, Redevelopment Department staff will inspect the repair work done to verify work is completed and forward payment directly to the contractor.
5. Twelve months from the date of approval, Agency staff will verify ownership of the property. If it has been sold, a letter will be mailed to the applicant requesting immediate repayment of the grant received.
6. An Agreement will be signed and notarized by the homeowner(s) that will include a provision requiring the recordation of the covenant on the property for the housing grant, housing affordability and other purposes, and include the repayment provisions for the grant. If a longer period for repayment is allowed, a note with deed of trust will be recorded so the CDA will get paid at time of sale.

Contact Information

If you are interested in participating in the Senior Housing Rehabilitation Program please call for an application and brochure at 530-795-4910 ext. 118 or 119 or pick one up at City Hall located at 318 First Street, Winters, CA 95694.

Summary

The Senior Housing Rehabilitation Program is designed to assist those eligible seniors who have home rehabilitation and repair needs. Health and Safety Code Section 33670 requires that 20% of all tax increment allocated to the Agency be used for the purpose of increasing, improving and preserving the City's supply of housing for persons and families of extremely low, very low, low and moderate income. Those seniors assisted will be those who fall within or below 80% of the median income for Yolo County in the low or moderate-income categories. The City periodically applies for and receives Community Development Block Grant, HOME and similar funds that will augment the redevelopment funds for this program.

This grant program is designed to allow seniors within the city limits of the City of Winters to correct defects in their homes and enhance the physical quality of their living environments.

Exterior rehabilitation and repair projects include:

- Roof repairs; reroofs in cases of extreme leakage
- Weatherization of houses with double-pane windows, weather-stripping
- Replacement/upgrade of electrical service panel; electrical wiring/fixtures
- Replacement of exterior wood due to termites, wood rot
- Painting of exterior walls of house, including preparation
- Replacement of flooring due to age, condition, water damage
- Replacement of plumbing fixtures and piping due to age, condition, hard water
- Lead hazard removal
- Repairs to correct building code items on verge of deterioration into violation
- Replacement of furnace that has become inoperative or hazardous

Interior rehabilitation and repair projects include:

- Painting of interior walls of house, including preparation
- Whole house fans; air conditioning units

Program Goals

- Assist qualifying seniors with minor health and safety repairs.
- Improve and preserve housing for extremely low, very low and low-income senior households.

Program Eligibility

- Recipients must be 65 years or older (persons 50 years old or older who meet the Social Security Administration definition for having physical disabilities are also eligible)
- Recipients must live within the city limits of the City of Winters and be the owner occupant of the home;
- Recipients must agree to re-pay the grant money received if the home is sold to an ineligible person within 12 months of receiving grant;
- Priority will be given to those individuals and households with total income at or less than the “lower” income level, defined as 80% of Yolo County “median” income level.
- Second priority will be given to those individuals and households with total income at the low range of “moderate” income level, defined as 80% to 90% of Yolo County “median” income level.
- Repairs must be authorized by the Winters Redevelopment Agency staff before the start of work;
- Repairs must be done by a licensed contractor.

The amount of each individual grant shall be no more than \$20,000 with only one grant per household. Emergency repairs may be funded prior to the processing and approval of a full grant.

Household Size							
1 person	2 persons	3 persons	4 persons	5 persons	6 persons	7 persons	8 persons
\$34,650	\$39,600	\$44,550	\$49,500	\$53,450	\$57,400	\$61,400	\$65,350

Note: Households with gross annual incomes above these limits are NOT eligible for assistance. These figures are updated annually with the next update due in March 2007. Check with the City of Winters to verify your income eligibility based on the latest median income limits for Yolo County for a given year. Derived from California Housing and Community Development Department publication of County Median Income for 2006 and Winters Community Development Agency Implementation Plan formula. Updated March 2006

ATTACHMENT 3

PROMISSORY NOTE

**PROMISSORY NOTE ("NOTE")
SECURED BY DEED OF TRUST**

\$ _____

_____, California
_____, 200_____.

1. FOR VALUE RECEIVED, the undersigned, _____, and each of them, together with their successors and assigns (hereinafter jointly and severally, "Maker"), promise to pay to the WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic, together with its successors and assigns (hereinafter "Holder"), or order, at 318 First Street, Winters, California 95694, or at such other place as Holder may from time to time designate by written notice to Maker, the principal sum of _____ (\$ _____), with simple interest from the date of this Note until paid at the rate of five percent (5%) per annum.

2. Payment of principal and interest shall be deferred during the term of the loan with the entire principal balance and accrued interest forgiven in full at the end of ten (10) years from the date hereof ("Term").

3. Maker agrees to pay the following costs, expenses, and attorneys' fees paid or incurred by Holder, or adjudged by a court: (1) reasonable costs of collection, costs, expenses, and attorneys' fees paid or incurred in connection with the collection or enforcement of this Note, whether or not suit is filed; and (2) costs of suit and such sum as the court may adjudge as attorneys' fees in an action to enforce payment of this Note or any part of it.

4. This Note is secured by a Deed of Trust executed by Maker on the same date as this Note, for the sole benefit and security of Holder and recorded against the "Property" as defined and more particularly described therein.

5. Maker waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of acceleration, notice of protest and nonpayment, notice of costs, expenses or losses and interest thereon, notice of interest on interest and diligence in taking any action to collect any sums owing under this Note or in proceeding against any of the rights and interests in and to properties securing payment of this Note.

6. Time is of the essence with respect to every provision hereof.

7. This Note shall be construed and enforced in accordance with the laws of the State of California.

8. Each payment will be credited first to late charges due under the terms of this Note, then to interest then due, then to principal.

9. At the option of the Holder, without demand or notice of the exercise of such option, the unpaid principal of this Note and any and all accrued interest shall become immediately due and payable on the occurrence of any of the following events:

(a) Upon the death of Maker, or the surviving Maker as the case may be;

(b) The property identified in the Deed of Trust is sold, agreed to be sold, conveyed or transferred by Maker or by operation of law or otherwise (except to a moderate income (household income of no more than 120% of Median Income) or low income (household income of no more than 80% of Median Income) household at an Affordable Sales Price, as defined in the Affordable Housing Agreement);

(c) If Maker, without the prior written consent of Holder, moves from the Property and/or rents the Property;

(d) If default occurs in the payment of this Note when due, or in the performance of any of the Maker's obligations hereunder, or in the performance of any of Maker's obligations in the (i) Deed of Trust, (ii) Affordable Housing Agreement, or (iii) other instrument now or hereafter securing the indebtedness evidenced by this Note ("Security Instrument");

In addition, Holder may exercise any right or remedy which it has under this Note, the Deed of Trust, or any Security Instrument (individually and collectively, the "Program Documents") and/or which is otherwise available at law or in equity or by statute, and all of Holder's rights and remedies shall be cumulative.

10. Notwithstanding the provisions of Paragraph 9 above, a transfer from Maker to a spouse or child or any combination thereof shall not cause any principal or interest to become due and payable, provided, however, (a) that the transferee spouse or child is, and will continue to be, an occupant of the property, (b) that the transfer is not a sale or exchange for good and valuable consideration, and (c) that the transferee spouse or child shall, at Holder's option, agree in writing to assume the Maker's obligations under the Affordable Housing Agreement and this Note. During the Term of this Note, at the termination of occupancy by Maker and any occupant spouse or child who has agreed in writing to assume the Maker's obligations, the entire principal sum and accrued interest shall at once become due and payable.

11. No failure by Holder to exercise any option or right arising out of this agreement shall constitute a waiver of its right to exercise it in the event of any continuing or subsequent default.

12. This Note is personal to Maker and may not be assigned.

13. Maker reserves the right to prepay at any time all or any part of the principal

amount of this Note without the payment of penalties or premiums. All payments on this Note shall be applied first to interest, and then to principal.

14. Maker agrees to, and represents and warrants that it shall, use the loan proceeds to accomplish the rehabilitation of the Property as set forth in the Affordable Housing Agreement.

15. Notices under this Note shall be delivered as set forth in the Deed of Trust.

MAKER:

_____,
(name)

(indicate marital status, e.g., a
married/unmarried woman/man, spouse of

MAKER:

_____,
(name)

(indicate marital status, e.g., a
married/unmarried woman/man, spouse of

HOLDER:

Winters Community Development Agency

By: _____

Its: Executive Director

ATTACHMENT 4

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Winters Community Development Agency
318 First Street
Winters, CA 95694
Attention: Executive Director

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

DEED OF TRUST AND SECURITY AGREEMENT

APN: [to be inserted]

THIS DEED OF TRUST AND SECURITY AGREEMENT ("Deed of Trust") is made this _____ day of _____, 20____, among _____ ("Trustor"), whose address is _____, _____ ("Trustee"), whose address is _____, and the WINTERS COMMUNITY DEVELOPMENT AGENCY ("Beneficiary"), whose address is 318 First Street, Winters, CA 95694.

Trustor irrevocably grants, conveys, transfers and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's right, title and interest now owned or hereafter acquired in and to the real property in Yolo County, California, described on Exhibit A attached hereto and incorporated herein by this reference, together with all buildings, structures and improvements now existing or hereafter constructed thereon ("Improvements") and all other property and interests of any kind or character which may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements ("Property").

1. **Secured Obligations.** Trustor makes the grant, conveyance, transfer and assignment herein for the purpose of securing Trustor's obligations under that certain Affordable Housing Agreement between Trustor and Beneficiary dated _____ ("Secured Obligations").

2. **Maintenance and Repair.** Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws

affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of the Property may be reasonably necessary.

3. Insurance. Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the liability policy shall name Beneficiary as an additional insured, and shall require 30 days' prior notice to Beneficiary before the policy is modified or terminated.

4. Defense of Security. Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. Payment of Taxes and Liens. Trustor shall pay (a) at least 10 days before delinquency, all taxes and assessments affecting the Property, (b) when due, all encumbrances, charges and liens, with interest, on the Property, which are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all costs, fees and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (i) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (ii) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (iii) pay, purchase, contest or settle any encumbrance, charge or lien which in the judgment of either appears to be senior to this Deed of Trust; and (iv) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. Reimbursement of Costs. Trustor shall pay upon demand all sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate allowed by law.

7. No Waiver. By accepting payment of any sum after its due date, Beneficiary does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. Reconveyance. That upon written request of Beneficiary stating that the Secured Obligations have been fulfilled, and upon surrender of this Deed of Trust, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

9. No Renting Allowed. Trustor may not rent or lease all or any portion of the Property.

10. Default and Foreclosure. Upon default by Trustor in performance of any Secured

Obligation, Beneficiary may deliver to Trustee a declaration of default and demand for sale and of a notice of default and a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust and all documents evidencing the Secured Obligations and expenditures, if any, secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, if any, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3433.

11. Substitution of Trustee. Beneficiary, or any successor beneficiary of the Secured Obligations or of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed of Trust is recorded and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder, including pledgees, of the covenants set forth in the Resale and Refinance Restrictions and Option to Purchase, whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any

present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require.

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

17. Estoppel Certificate. Trustor shall, within ten (10) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. Due-On-Sale or Encumbrance. If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold,

transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily or by operational law, Beneficiary may, at Beneficiary's option invoke any remedies permitted by this Deed of Trust.

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth.

TRUSTOR:

By: _____

Name: _____

By: _____

Name: _____

Exhibit A

Situated in the State of California, City of Winters, County of Yolo, and described as follows:

[insert legal description]

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

(Seal)

Signature _____

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

(Seal)

Signature _____

ATTACHMENT 5

RECORDING REQUESTED BY AND

WHEN RECORDED MAIL TO:

Winters Community Development Agency
318 First Street
Winters, CA 95694
Attention: Executive Director

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

REQUEST FOR NOTICE UNDER SECTION 2924B CIVIL CODE

In accordance with Section 2924b, Civil Code, request is hereby made that a copy of any Notice of Default and a copy of any Notice of Sale under the Deed of Trust recorded as Instrument No. _____ on _____, _____, in the Official Records of Yolo County, California, and describing land therein as: _____

_____ executed by _____
_____, as Trustor, in which _____
_____ is named as Beneficiary, and _____
_____, as Trustee, be mailed to the Winters Community Development Agency, 318 First Street, Winters, CA 95694, Attn: Executive Director

By: _____
Name: _____
Title: _____

NOTICE: A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE WILL BE SENT ONLY TO THE ADDRESS CONTAINED IN THIS RECORDED REQUEST. IF YOUR ADDRESS CHANGES, A NEW REQUEST MUST BE RECORDED.

State of California)
) ss.
County of _____)

On _____ before me, _____, personally appeared _____ personally known to me (or 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.

WITNESS my hand and official seal.

(Seal)

Signature _____

**AFFORDABILITY COVENANT
SENIOR HOUSING REHABILITATION LOAN PROGRAM**

RECORDING REQUESTED BY AND
AFTER RECORDATION, MAIL TO:

Winters Community Development Agency
318 First Street
Winters, CA 95694
Attention: Executive Director

FOR RECORDER'S USE ONLY

(Not subject to recording fees pursuant to
California Government Code Section 27383)

**RESALE RESTRICTION
AND OWNER OCCUPANCY AGREEMENT**

THIS RESALE RESTRICTION AND OWNER OCCUPANCY AGREEMENT (this "Agreement") is entered into as of this ____ day of _____, 200__, by and between the WINTERS COMMUNITY DEVELOPMENT AGENCY (the "Agency") and _____ (the "Owner"), with respect to the following recitals.

In consideration for the Agency's contribution to the rehabilitation of the residential unit(s) on that certain real property legally described in Exhibit A ("Affordable Unit"), Agency and Owner have executed this Agreement to assure the Affordable Unit remains affordable for the longest feasible period, but not for fewer than _____ (____) years.

NOW, THEREFORE, Agency and Owner by and for himself or herself and any and all successors in interest hereby covenant and agree as follows:

1. TERM OF AGREEMENT; RUNS WITH THE LAND. This Agreement shall remain in full force and effect until _____ (____) years from date of the recordation of this Agreement in the Official Records of Yolo County, California. The covenants set forth herein shall be covenants running with the land and shall inure to the benefit of and be enforceable by the Agency without regard to whether the Agency maintains any interest in the Affordable Unit and shall be binding upon Owner and/or any other party having any right, title or interest in the Affordable Unit (including any portion thereof). Owner, or any other person who acquires an ownership interest in the Affordable Unit, agrees (a) that all covenants and restrictions created by this Agreement are necessary in order to preserve the stock of affordable housing for moderate income households and are reasonable in light of their purposes, and (b) to abide by each and every covenant and restriction herein.

2. OWNER CERTIFICATIONS. Owner certifies that (a) the financial and other information previously provided in order to qualify for the rehabilitation loan from Agency for the Affordable Unit is true and correct as of the date of this Agreement; (b) Owner is a low-income or moderate-income household (as determined by Agency criteria); and (c) Owner shall occupy the Affordable Unit as Owner's principal place of residence during the entire time that he/she owns the Affordable Unit. Upon the written request of the Agency, Owner shall provide the Agency with verification that Owner continues to occupy the Affordable Unit as his/her principal place of residence.

For purposes of this Section 2, Owner shall be considered as occupying the Affordable Unit if Owner is living in the Affordable Unit for at least eleven (11) months out of each calendar year; provided, however, that the Agency may, in its sole and absolute discretion, grant a temporary waiver of this occupancy requirement for good cause.

3. LEASING OF AFFORDABLE UNIT. Owner shall not lease the Affordable Unit without Agency's prior written consent, which Agency may grant or withhold in its sole discretion. Any lease in violation of this Section 3 is prohibited. In the event that Owner fails to comply with the requirements and restrictions of this Section 3, Owner shall be in default of this Agreement pursuant to Section 10, and Owner shall also be liable to the Agency for the difference between the rent being charged for the Affordable Unit and the allowable rent had the Affordable Unit been leased at an affordable rent amount to a person whose income did not exceed one hundred twenty percent (120%) of the "Median Income" (as defined in Section 7b) for a family of one (1).

4. SALE RESTRICTIONS. Any "transfer" of the Affordable Unit is subject to the terms and conditions of this Agreement. For purposes of this Agreement, "transfer" means any sale, assignment or other transfer, whether voluntary or involuntary, of any interest in the Affordable Unit, including, without limitation, a fee simple interest, a joint tenancy interest, a life estate, a leasehold interest or an interest evidenced by a land contract by which possession of the Affordable Unit is transferred and Owner retains title. Any transfer that does not satisfy, or otherwise violates, the terms and conditions of this Agreement is prohibited. Transfers by gift, devise or inheritance to an existing spouse, domestic partner, surviving joint tenant, children, or a spouse as part of a dissolution proceeding or in connection with marriage shall not be considered a "transfer" for the purposes of this Agreement.

5. NOTICE OF INTENDED TRANSFER AND SUPPORTING DOCUMENTATION.

a. In the event that Owner or any subsequent owner intends to transfer the Affordable Unit, said owner shall promptly notify the Agency of such intent. The notice shall be given in accordance with Section 16 at least ninety (90) days, or shorter time period granted by Agency, prior to the actual date of such transfer. Prior to any proposed sale or other transfer of the Affordable Unit, Owner shall submit to Agency the information required by Section 9(a).

b. Owner and each subsequent owner shall in good faith use best efforts to market the Affordable Unit for sale to an Eligible Buyer (as defined in Section 7, below). If Owner or subsequent owner cannot in good faith and despite its best efforts locate an Eligible Buyer to

purchase the Affordable Unit within ninety (90) days after Owner commences to actively market the Affordable Unit, Owner shall provide written notice to the Agency ("Owner's Notice") and the Agency may, but shall not be obligated to, assist Owner in locating an Eligible Buyer. If Owner is unable to locate an Eligible Buyer within ninety (90) days of providing written notice to the Agency, with or without Agency assistance, Owner shall provide a second written notice to the Agency ("Owner's Second Notice"), and this Agreement shall be deemed terminated ten (10) days after receipt of Owner's Second Notice by the Agency.

6. **TRANSFER BY OWNER.** Owner may transfer the Affordable Unit to a purchaser of Owner's choosing (the "Proposed Purchaser") provided that such transfer is to an "Eligible Buyer" (as defined in Section 7). **ANY ATTEMPT TO TRANSFER TITLE TO THE AFFORDABLE UNIT OR ANY INTEREST THEREIN IN VIOLATION OF THIS AGREEMENT SHALL BE VOID AND DEEMED TO BE A DEFAULT PURSUANT TO SECTION 10**

7. **ELIGIBLE BUYER.** A Proposed Purchaser who satisfies the following requirements shall be an "Eligible Buyer":

a. The Proposed Purchaser has certified that he or she will occupy the Affordable Unit as his or her principal Affordable Unit;

b. The aggregate income for all members of the Proposed Purchaser's household does not exceed one hundred twenty percent (120%) of the median income, adjusted for household size, for a household in Yolo County, California, as published by the United States Department of Housing and Urban Development ("HUD") or the California State Department of Housing and Community Development ("HCD") from time to time (the "Median Income"). In the event that HUD or HCD has not updated such information in the past eighteen (18) months or has otherwise ceased to publish such information, then the Agency may use or develop such other reasonable methods as it may choose in order to determine the income, adjusted for household size, for households at one hundred twenty percent (120%) of the median yearly income in Yolo County, California.

8. **DETERMINATION OF SALES PRICE.** The maximum consideration that Owner shall receive for a transfer (the "Sales Price") shall be the lesser of the "Fair Market Value" (as defined below) or the "Affordable Housing Price" (as defined below).

a. **Affordable Housing Price.** The "Affordable Housing Price" shall be as defined in Health and Safety Code Section 50052.5 or any successor thereto for moderate income households, as applicable, adjusted for family size appropriate for the Affordable Unit. If the statute is no longer in effect and no successor statute is enacted, the Agency shall establish the Affordable Housing Price for purposes of this Agreement.

b. **Fair Market Value.** The "Fair Market Value" of the Affordable Unit shall be determined by an appraiser who is an MAI member of the American Institute of Real Estate Appraiser, an SRPA member of the Society of Real Estate Appraisers or, in case such professional designations are modified or discontinued, a member of the most nearly equivalent successor designations. The Owner or Proposed Purchaser, as the case may be, shall pay the

cost of the appraisal. Nothing in this Section 8.b shall preclude Owner and the Agency from establishing the Fair Market Value of the Affordable Unit by mutual agreement in lieu of an appraisal pursuant to this Section 8.b.

9. ELIGIBLE TRANSFER. A transfer that satisfies the following requirements shall be an "Eligible Transfer":

a. Disclosures And Submittals. Owner and/or the Proposed Purchaser, as applicable, have provided the following to the Agency:

i. The name, address and telephone number of the Proposed Purchaser.

ii. A financial statement of the Proposed Purchaser in a form acceptable to the Agency together with any other supporting documentation requested by the Agency, all of which shall be certified by the Proposed Purchaser as being true, correct and complete in all material respects.

iii. The purchase and sale agreement and all ancillary documents for the proposed transfer setting forth the terms and conditions thereof including, without limitation, the Sales Price.

iv. An affidavit executed by Owner and the Proposed Purchaser under penalty of perjury in a form acceptable to the Agency that includes the following:

1. a statement that the proposed transfer will be consummated in accordance with the terms and conditions of the purchase and sale agreement and the ancillary documents that were submitted to and approved by the Agency (the "Transfer Documents").

2. A statement that neither the Proposed Purchaser nor any other party has paid or will pay Owner, and that Owner has not received and will not receive, any money or other consideration in addition to that which is set forth in the Transfer Documents.

3. An acknowledgment that the Agency shall have the right to file an action at law or in equity to (A) require that the proposed transfer be terminated and/or that the Transfer Documents be rescinded and/or (B) declare the transfer null and void notwithstanding the fact that the transfer may have closed and become final as between Owner and the Proposed Purchaser, in the event that a transfer is made in violation of the terms of this Agreement or false or misleading statements were made in any documents or certifications submitted to the Agency.

v. The Proposed Purchaser has acknowledged the continuing force and effect of this Agreement and has agreed to comply with all of its covenants and restrictions, and to execute a new resale restriction agreement under which the Proposed Purchaser shall agree to be bound by substantially the same obligations and duties as set forth in this

Agreement. The recordation of the new resale restriction agreement shall be a condition of the Agency's or its designee's, as applicable, approval of the proposed sale. The Agency, in its sole discretion, may charge the Proposed Purchaser a reasonable transfer fee to reimburse it for the costs of administering its rights and obligations under this Agreement.

vi. Upon the consummation of the transfer, the Agency shall receive a conformed copy of the recorded Grant Deed executed by Owner and naming the Proposed Purchaser as grantee, together with copies of the final Transfer Documents, escrow instructions, the settlement statement and any other document prepared in connection with the transfer that the Agency reasonably requests, and, if applicable, the new promissory note and recorded deed of trust and resale restriction agreement executed by Proposed Purchaser.

b. Determination By The Agency. Agency determines, in its reasonable discretion, that the Proposed Purchaser constitutes an Eligible Buyer and that the total consideration to be received by Owner in connection with the transfer will not exceed the Sales Price.

10. DEFAULTS AND REMEDIES.

a. Upon a violation by Owner of any provision of this Agreement, the Agency shall give written notice to Owner specifying the nature of the violation. If Owner does not correct the violation to the satisfaction of the Agency, in its sole discretion, within a reasonable period of time (not to exceed thirty (30) days) after its receipt of such notice, or within such further time as the Agency, in its sole discretion, determines is necessary to correct the violation, the Agency may immediately declare a default under this Agreement and exercise the "Option" (as defined below) or any other remedies permitted at law or in equity.

b. If Owner makes any misrepresentation in connection with a proposed or consummated transfer that would or does result in a violation of this Agreement, then the Agency may apply to a court of competent jurisdiction for specific performance of this Agreement, for an injunction prohibiting such proposed transfer, for a declaration that a such consummated transfer is void or for such other relief at law or in equity as may be appropriate.

c. In any event, any costs, liabilities or obligations incurred by Owner for the return of any moneys paid or received in violation of this Agreement or for any costs and legal expenses, shall be borne by Owner and Owner shall hold the Agency harmless and reimburse the Agency's expenses, legal fees and costs for any action the Agency takes in good faith in enforcing the terms of this Agreement.

11. RESTRICTIONS ON FORECLOSURE PROCEEDS. If a creditor acquires title to the Affordable Unit through a deed in lieu of foreclosure, a trustee's deed upon sale or otherwise, Owner shall not be entitled to receive proceeds in connection therewith to the extent that such proceeds otherwise payable to Owner when added to the proceeds paid or credited to the creditor exceed the amount Owner would have received by a sale in accordance with Section 8. Owner shall instruct the holder of such excess proceeds to pay such proceeds to the Agency as repayment for, and in consideration of, the assistance provided to Owner in his or her rehabilitation of the Affordable Unit.

12. SUCCESSOR AND ASSIGNS. This Agreement shall bind, and the benefit shall inure to, Owner and his or her heirs, legal representatives, executors, successors in interest and assigns, and the Agency and its successors and assigns for the term of this Agreement as provided in Section 1.

13. SUPERIORITY OF AGREEMENT. Owner covenants that Owner has not, and will not, execute any other agreement with provisions contradictory to or in opposition of the provisions of this Agreement, and that, in any event, this Agreement is controlling as to the rights and obligations between Owner and the Agency and their respective successors and assigns.

14. INVALID PROVISIONS. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

15. CONTROLLING LAW. The terms of this Agreement shall be interpreted under the laws of the State of California.

16. NOTICES. All notices required herein shall be sent by certified mail, return receipt requested or express delivery service with a delivery receipt and shall be deemed to be effective as of the date received or the date delivery was refused as indicated on the return receipt as follows:

To Owner: At the address of the Affordable Unit

To Agency: At the address on the top of the first page of this Agreement.

17. EFFECT OF BANKRUPTCY. Notwithstanding anything herein to the contrary, if the Owner shall file a voluntary petition of bankruptcy, or if proceedings in bankruptcy shall be instituted against the Owner, and the Owner is thereafter adjudicated as bankrupt pursuant to such proceedings, or, if a court shall take jurisdiction of the Owner and the Owner's assets pursuant to proceedings brought under provisions of any Federal Reorganization Act, or if a receiver for the Owner's assets is appointed by a court of competent jurisdiction, or if the Owner be divested of the Owner's rights, powers and privileges under this Agreement by other operation of law, then this Agreement shall automatically terminate.

18. PROHIBITION AGAINST DISCRIMINATION. Owner and all subsequent owners shall not discriminate against or segregate any person, or group of persons, on account of sex, marital status, age, disability, race, color, ethnicity, lawful occupation, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Affordable Unit.

19. TERMINATION DUE TO FORECLOSURE. Any party receiving title to the Affordable Unit through a trustee's sale, a judicial foreclosure sale or deed in lieu of foreclosure, and any transfer thereafter, shall receive title free and clear of the provisions of this Agreement. All restrictions shall terminate and have no further force or effect upon title to the Affordable Unit being acquired by a mortgagee, or another party upon foreclosure or being acquired by a mortgagee or by a deed in lieu of foreclosure or upon assignment of the mortgage.

OWNER:

AGENCY:

WINTERS COMMUNITY DEVELOPMENT
AGENCY

By: _____
Executive Director

[SIGNATURES MUST BE NOTARIZED]

State of California

County of _____

On _____ before me, _____,
Notary Public, personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Type of document: _____

* * * * *

State of California

County of _____

On _____ before me, _____,
Notary Public, personally appeared _____
personally known to me (or 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.

WITNESS my hand and official seal.

Signature _____ (Seal)

Type of Document: _____

EXHIBIT A

LEGAL DESCRIPTION

(See Attached)

Exhibit B


CITY OF
WINTERS
CALIFORNIA
CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: June 6, 2006
FROM: Nicholas J. Ponticello, City Engineer *ng?*
THROUGH: John W. Donlevy, Jr., City Manager *JD*
SUBJECT: Putah Creek Bridge Replacement, Project No. 01-05

Recommendation:

The City Council (1) concur with the Design Subcommittees recommendation to proceed with Alignment Alternative No. 1; (2) provide direction on the preferred architectural elements; (3) concur with the subcommittees recommendation to install a temporary detour bridge during construction; (4) provide direction on use of Wolfskill Road; and (5) direct staff to proceed with the design and environmental processes.

Background:

On May 2, 2006, Council was presented with bridge alignment alternatives and proposed architectural elements. Subsequently, a public meeting was held on May 25, 2006, to present the alignment alternatives and architectural design elements. The meeting was posted in the Winters Express, Cable Channel 20, and City Hall bulletin board, and staff discussed the meeting with several local residents and business owners who expressed interest. No one attended the meeting.

The design team is prepared to commence with design and environmental analysis and Council is asked to provide direction on a few design issues.

Alignment:

The subcommittee came up with two alignment alternatives, which were presented to Council on May 2nd. Due to resistance from the property owner on the southwest corner of Railroad and Russell to selling their property, and the potential presence of abandoned underground tanks and the associated potential for contaminated soils at the site, the subcommittee is recommending Alternative No. 1 as the preferred alignment.

A hand-out with the two alternatives will be available on the night of Council.

Architecture:

Architectural elements were developed to preserve the historical features of the existing bridge where possible. These elements were presented to Council on May 2nd and staff is requesting final direction on what elements are preferred.

A hand-out showing the architectural elements will be available on the night of Council.

Detour

The preferred bridge alignment requires replacement of the bridge in its current location. Two options are available for detouring traffic during construction of the bridge: 1) detour traffic to Interstate 505; or 2) build a temporary detour bridge so that traffic can continue to cross the creek between Putah Creek Road and Railroad Avenue. Construction is anticipated to take between 12 – 18 months, depending on when the work commences.

The subcommittee recommends a detour bridge be included in the project to allow direct access across the creek for residents, businesses and agricultural equipment. The current approach is to place the bridge between the existing trestle bridge and road bridge.

Wolfskill

The segment of Wolfskill between First and Railroad is one-way in the westerly direction. The proposed bridge design can accommodate this as a right-turn only off of Railroad. Staff wants to confirm Council's preference to keep this segment of roadway as a one-way in the westerly direction.

Schedule:

Completing the required environmental studies and obtaining environmental clearance will take from 3 to 4 years. The contract for construction would be advertised within one year of obtaining the environmental clearance for the project. Design would be completed after obtaining environmental clearance so as to incorporate any required mitigation in the design. Council will be kept abreast of the project as it develops.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : June 6, 2006

THROUGH: John W. Donlevy, Jr., City Manager *[Signature]*

FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*

SUBJECT: Planning Commission Vacancy

RECOMMENDATION:

The Planning Commission Interview Committee will make recommendation to the City Council. City Council will consider/approve recommendation by motion.

BACKGROUND:

The Planning Commission Interview Committee was appointed by the City Council at the May 16th Council meeting.

Mayor Martinez and Mayor Pro Tem Fridae held interviews with Planning Commission candidates on Thursday, May 25, 2006. They will be making a recommendation to the City Council this evening based upon the interviews.

FISCAL IMPACT:

None by this action.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 6, 2006
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Anderson and Hemenway Streets- Traffic Calming

RECOMMENDATION:

That the City Council authorize Staff to develop plans for traffic calming measures on Hemenway and Anderson Streets.

DISCUSSION:

At the May 23, 2006 City Council Meeting, a petition was submitted by residents of Anderson Street regarding traffic concerns and speed. Staff has also received a similar request from residents on Hemenway Street, adjacent to the High School.

Staff would like authorization to begin the development of plans for both striping (bike lanes) and possible speed humps on locations on each of these streets. Specifically, these improvements would include:

- **Anderson Street:** Installation of a Class II Bike Lane from the intersection of Anderson/Hemenway westerly to the end of the current street. Additionally, speed humps to be installed at up to two locations near the Middle School and Cemetery Properties.
- **Hemenway Street:** Installation of a Class II Bike Land from the intersection of Hemenway/Grant north to Anderson. Consideration of up to two speed humps along the same location.

Both streets are heavily traveled locations and the importance of enhancing traffic calming in these areas is seen as a positive. Staff is requesting direction regarding this matter.

FISCAL IMPACT:

To be determined.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : June 6, 2006

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

FROM: Nanci G. Mills, Director of Administrative Services, City Clerk *Nanci*

SUBJECT: Resolution 2006-27, Fiscal Year 06/07 Salary Ranges

RECOMMENDATION:

City Council to adopt Resolution 2006-27 approving Fiscal Year 2006/2007 Salary Ranges.

BACKGROUND:

Towards the end of each Fiscal Year, the City of Winters enters in to negotiations with each bargaining association that's term is ending. In the Memorandum of Understanding (MOU) it states that the April CPI-W will be the base for Cost of Living (COLA) increases for all positions within the designated MOU's. This year the April CPI-W is 2.8%.

FISCAL IMPACT:

\$55,798.88 Total Cost
\$36,492.53 Cost to General Fund

**CITY COUNCIL
RESOLUTION NO. 2006-27**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS PROVIDING
FOR THE ESTABLISHMENT OF SALARY RANGES**

WHEREAS, pursuant to the City's Personnel Ordinance, the City Manager has the authority to hire, set salaries, and adopt personnel policies; and

WHEREAS, the City Manager has recommended and the City Council now wishes to adopt salary ranges.

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

Section 1. The following Personnel Policies are hereby adopted:
Salary Ranges (Exhibit 1)

Salary Ranges are attached and incorporated into this Resolution by reference.

Section 2. Salary Ranges shall become effective on July 1, 2006, and may be thereafter amended.

Section 3. The City Manager shall implement the attached Salary Ranges.

Section 4. All prior resolutions and parts of resolutions in conflict with this Resolution are hereby rescinded.

PASSED AND ADOPTED at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 6th day of June, 2006, by the following roll call vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Dan Martinez, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

**CITY OF WINTERS
EXEMPT SALARY SCHEDULE
JULY 1, 2006 – JUNE 30, 2007
(2.8% INCREASE)**

Position	A	B	C	D	E
City Manager					9661
Police Chief					8916
Department Heads	5777	6066	6370	6688	7022

**WINTERS EMPLOYEES ASSOCIATION SALARY SCHEDULE
SALARY SCHEDULE
JULY 1, 2006 – JUNE 30, 2007
(2.8% INCREASE)**

Position	A	B	C	D	E
Accounting Technician	2848	2990	3139	3296	3461
Admin. Asst./Recycling Coordinator	2966	3114	3270	3433	3605
Administrative Secretary	2401	2521	2648	2780	2919
Building Inspector	3985	4184	4393	4613	4843
Community Services Officer	2461	2584	2713	2849	2991
Maintenance Worker I	1951	2049	2151	2259	2372
Maintenance Worker II	2581	2710	2846	2988	3138
Maintenance Worker III (Senior)	3137	3294	3459	3632	3814
Maintenance Worker IV (Field Sup)	3815	4006	4206	4416	4637
Parks & Recreation Supervisor	2110	2216	2327	2443	2565
Records & Information Systems Sup.	3715	3901	4096	4300	4515
Effective January 1, 2007	A	B	C	D	E
Records & Information Systems Sup.	3993	4193	4403	4623	4854

**PART-TIME TEMPORARY HOURLY RATES
JULY 1, 2006 – JUNE 30, 2007**

Recreation Leader I	6.75 per hour
Recreation Leader II	7.25 per hour
Recreation Leader III	7.75 per hour
Recreation Leader IV	8.25 per hour
Director	11.00 per hour
Cashier	6.75 per hour
Lifeguard I	7.75 per hour
Lifeguard II	8.25 per hour
Lifeguard III	8.75 per hour
Lifeguard IV	9.25 per hour
Supervising Guard	9.75 per hour
Pool Manager	11.00 per hour
Community Center Attendant	6.75 – 8.25 per hour
Intern	9.00 – 17.00 per hour



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : June 6, 2006
THROUGH: John W. Donlevy, Jr., City Manager *John*
FROM: Shelly Gunby, Director of Financial Management *Shelly*
SUBJECT: City of Winters Community Development Agency Budget Fiscal Year
2006-2007

RECOMMENDATION:

City Council adopt Resolution 2006-23, A resolution of the City of Winters Community Development Agency Approving and Adopting a Budget of Revenues and Estimated Expenditures For Fiscal Year 2006-2007.

BACKGROUND:

The City of Winters Community Development Agency is required to prepare and adopt a budget each fiscal year. Staff has prepared the budget, and it was reviewed by staff and City Council on May 30, 2006.

FISCAL IMPACT:

The Budget gives hiring and spending authority to staff for the Fiscal Year 2006-2007.

**COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2006-23**

**RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF
ESTIMATED REVENUES AND EXPENDITURES FOR FISCAL YEAR 2006-
2007**

WHEREAS, The Community Development Agency of the City of Winters is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, the members of said Community Development Agency and staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

WHEREAS, the planning and administrative expenditures in the housing fund are necessary for the production, improvement, or preservation of low and moderate income housing;

NOW, THEREFORE BE IT RESOLVED by the Community Development Agency of the City of Winters, that a budget for Fiscal Year 2006-2007, a copy of which is on file in the City Clerk's office is hereby adopted for a total source of funds of \$2,111,878, and use of available fund balance of \$3,566,455 for a total source of funds \$5,678,333 and total appropriations of \$5,637,834.

PASSED AND ADOPTED by the City of Winters Community Development Agency this 6th day of June 2006 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

Keith Fridae, Chairman

ATTEST:

Nanci G. Mills, City Clerk



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 6, 2006
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Stephen Streeter, Redevelopment Consultant *SS*
Linn Myer, Redevelopment Consultant
SUBJECT: Employee Home Loan Assistance Program

RECOMMENDATION:

That the Agency Board:

1. Adopt Resolution No, 2006-03 to approve the Employee Home Purchase Assistance Program for Firefighters, Police Officers and Teachers of the Winters Joint Unified School District.

SUMMARY OF PROJECT: The City of Winters is proposing to offer firefighters, police officers and teachers who choose to move to Winters the option to obtain mortgage assistance in meeting their housing costs. The no interest ("silent second") loans would be deferred and due upon the sale of the home, refinancing (with money out) or within six months after the program participant's employment in Winters ends. Specific funding is not identified at this time. Priority would be given to existing and new employees who would be first-time homebuyers, i.e. with no prior equity in a home at another location.

BACKGROUND: The City and School District have found it difficult to recruit and retain employees due to the cost of homes in the Winters area. In the case of the City, the greatest challenge is with hiring and retaining emergency personnel, i.e. firefighters and police officers. The School District faces a similar challenge with hiring and retaining teachers.

DISCUSSION: The City has often found itself serving as the training center for other cities, counties and agencies that are able to offer higher salaries and benefits than is possible in smaller jurisdictions. After investing staff time and money training firefighters and police officers, it is not surprising when some personnel choose to move to other agencies. It is a greater setback in a City of the size of Winters since each

employee covers multiple specialties that might be covered by a single employee in a larger fire or police department.

The twenty (20) percent housing funds were initially thought to be the appropriate funding source for this program. Those funds cannot be used, as there is no link to providing affordable housing. Housing Fund monies must be used to increase, improve, and preserve housing available to low- and moderate-income persons and families at an affordable cost (Health & Safety Code Section 33334.2). Bond proceeds must also be used for the same purposes, if Housing Fund monies are pledged to pay debt service.

Since it is not known what the household income levels would be for newly hired employees, it is impossible for the Policy and Procedures for the Home Purchase Assistance Program to address in advance whether the loans will only be provided to persons or families that are moderate or low-income families. It may be appropriate that the participants record a covenant against their property, so there would be a link to the provision of affordable housing similar to provisions of the senior housing rehabilitation program.

The CDA staff will seek grants in the coming year to fund this program. The grants would include:

- HOME (Home Investment Partnerships Program)
- Community Development Block Grant (CDBG)
- First-Time Home Buyers

ENVIRONMENTAL REVIEW: This program is not subject to the requirements of the California Environmental Quality Act.

FISCAL IMPACT: None at this time. Eventually, this program would be a new allocation in the CDA Housing Budget. The loans would be deferred for payback to the City until sale, refinancing (with money out) or cessation of employment with the City or School District.

ATTACHMENTS:

- A. Resolution
- B. Policy and Procedures
- C. Program Application

COMMUNITY DEVELOPMENT AGENCY RESOLUTION NO. 2006-03

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE
CITY OF WINTERS TO APPROVE THE EMPLOYEE HOME PURCHASE
ASSISTANCE PROGRAM**

WHEREAS, the Community Development Agency (CDA) of the City of Winters has adopted an ordinance establishing a low and moderate income housing fund; and

WHEREAS, the CDA has issued tax increment bonds which provide funding for the programs of the CDA; and

WHEREAS, the CDA is desirous of providing an Employee Home Purchase Assistance Program; and

WHEREAS, given the high cost of housing ownership in relation to household wages and salaries in the Winters area, the City and the School District find it difficult to attract and retain quality and experienced employees for the Winters Fire Department, Winters Police Department, and teachers for the Winters Joint Unified School District.

NOW, THEREFORE, BE IT RESOLVED, that the Community Development Agency of the City of Winters that the Employee Home Purchase Assistance Program is hereby approved.

PASSED AND ADOPTED at a regular meeting the City of Winters Community Development Agency, County of Yolo, State of California, on the 6th day of June, 2006, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dan Martinez, Chairman

ATTEST:

Nanci G. Mills, City Clerk, City of Winters

**CITY OF WINTERS
POLICY AND PROCEDURES
WINTERS POLICE DEPARTMENT, WINTERS FIRE DEPARTMENT,
WINTERS JOINT UNIFIED SCHOOL DISTRICT TEACHERS
HOME PURCHASE ASSISTANCE PROGRAM**

POLICY

The City of Winters City Council adopted the Winters Police Department, Winters Fire Department and WJUSD Teachers Home Purchase Assistance Program on June 6, 2006 to provide low interest loans to the City of Winters personnel as listed above. This would assist them to obtain housing in Winters to help attract and retain quality employees in these fields.

PROGRAM SUMMARY

The City of Winters is offering employees as above who choose to move to Winters the option to obtain mortgage assistance in meeting their housing costs. The no interest (“silent second”) loans would be deferred and due upon the sale of the home or within six months after the program participant’s employment in Winters ends.

ELIGIBILITY

Participation in the program is open to newly hired and current full-time sworn officers of the Winters Police Department, Winters Fire Department, and WJUSD Teachers who either rent or – if they own a home –live outside of the City of Winters. Participants and (if applicable) their spouse may not own real investment property. Participants are required to purchase a home within the City of Winters and occupy the home as their primary residence. A full-size Sphere of Influence map is available for review at the City of Winters Community Development desk

TYPE OF ASSISTANCE

The housing assistance is offered in the form of a no interest (“silent second”) mortgage loan.

- Maximum loan amount is \$_____.
- Borrower must be able to pay first mortgage loan closing costs and at least 2% down.
- No interest is charged, but a proportional percentage of appreciation on the home is due with the principal upon the sale or refinance (with money out) of the home.
- There is no term limit to the loan; the loan is deferred and due within 6 months of cessation of full-time employment with the City or School District or immediately upon sale or refinance (with money out) of the home or default of the first mortgage. There is no penalty for prepayment.

CALCULATION OF REPAYMENT

When the employee is ready to repay the loan, an appraisal will be performed for which the City will split the cost to determine the current value of the home. The costs of sale,

including but not limited to, escrow fees, real estate broker's fees and related expenses shall first be deducted from the gross sale price. The fair market value of documented capital improvements made by the owner shall then be credited to the owner to reach a net sales price. The difference between the net sales price and the original purchase price is the appreciation. The City's share of the appreciation is the same proportion of the City's loan amount to the original sales price. For example, if the City's loan was 10% of the original sales price, then the share of appreciation owed to the City will be 10%.

EXAMPLE

An example of what repayment might be owed after five years is shown below:

Original Purchase price	\$350,000
City Second	\$ 45,000
2% down-payment	\$ 7,000
First Mortgage	\$298,000
Sales Price of home in 5 years	\$402,500
Less Original Sales Price	\$350,000
Less Costs of Sale	\$ 24,150
Less Costs of Improvements	\$ 0
Equals Appreciation	\$ 28,350

What the City is owed:

Principal to the City	\$ 45,000
City's Equity Share (10%)	<u>\$ 2,835</u>
Total owed to City	\$ 47,835

PROGRAM ADMINISTRATION

Interested parties may contact lenders listed below and set up an appointment to be pre-qualified for a first mortgage and City Program. Once participants locate a home and enter a purchase agreement, the City will determine final eligibility for City funds and provide funds by escrow at loan closing. The number of loans will be limited to funds made available as part of the City's annual budget process. Waiting lists for future loans will be determined on a first come/first served basis with housing need based on household income and seniority being the deciding factors in simultaneous applications.

PARTICIPATING LENDERS

1.

2.

For More Information – Contact:
 City Housing Program Manager
 530-795-4910 ext. 118

City of Winters
 Employee Home Loan Program

**WINTERS POLICE DEPARTMENT, WINTERS FIRE DEPARTMENT,
WINTERS JOINT UNIFIED SCHOOL DISTRICT TEACHERS
HOME PURCHASE ASSISTANCE PROGRAM**

318 First Street
Winters, CA 95694
530-795-4910

PROGRAM APPLICATION

Name: _____
Address: _____
Telephone Number: _____ Date of Birth: _____
Social Security Number: _____

Eligibility:

1. Please describe the type of full-time employment you currently have at the City of Winters, as sworn officers of the WFD, WPD or WJUSD. Also list the California teaching credential if employment is with WJUSD.

2. Household gross income:

_____ \$ _____
_____ \$ _____
_____ \$ _____
_____ \$ _____

Total Gross Monthly Household Income \$ _____

3. Total number of persons living in your household _____

Please sign and date:

I give my permission to the Winters Housing Agency to request the release of any information that will verify my eligibility to receive a low interest loan under the Winters Police Department, Winters Fire Department, City of Winters Personnel, WJUSD Teachers Home Purchase Assistance Program. I declare under penalty of perjury that the above statements are true and correct.

Signature: _____
Date: _____

**City of Winters
318 First Street
Winters, CA 95694
530-795-4910**