



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 17, 2007
7:30 p.m.
AGENDA

Members of the City Council

*Woody Fridae, Mayor
Mike Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Curry
Tom Stone*

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

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

Roll Call

Pledge of Allegiance

Approval of Agenda

PUBLIC COMMENTS

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

CONSENT CALENDAR

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 3, 2007 (pp 1-5)
- B. Information Item – Bid Call for Jackson and McArthur Street Reconstruction, Project No. 06-01 (pp 6-7)
- C. Minutes from Hispanic Advisory Committee Meetings of February 27, 2007 and March 13, 2007 for review (pp 8-12)

- D. Appointment of Marie Heilman as Trustee to the Sacramento-Yolo Mosquito Vector Control District (pp 13)
- E. Establish Cesar Chavez Day as a City Holiday, Commencing in 2008, to be celebrated on March 31, or on the following Monday if the 31st falls on Saturday or Sunday (No Backup)
- F. Application for Youth Day Parade Permit and Request for Youth Day Donation and Street Closure on an Annual Basis (pp 14-15)
- G. Adopt Resolution 2007-11, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2007/2008 (pp 16-18)
- H. Adopt Resolution 2007-12, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2007/2008 (pp 19-40)
- I. Approve Resolution 2007-05 Redeeming 1979 Sewer Bonds in full on June 30, 2007 (pp 41-42)

PRESENTATIONS

- 1. Waste Management Update- Marissa Juhler
- 2. Woodland Healthcare Emergency Room Capital Campaign – Kevin Vaziri

DISCUSSION ITEMS

- 1. Public Hearing to Consider Objections from Property Owners Regarding Weed Abatement (No Backup)
- 2. Second reading and approval of Ordinance No. 2007-02 to add Planned Development Overlay and approve PD Permit No. 2007-01 over the 5.69-acre Mary Rose Gardens Tentative Subdivision Map Project (APN 003-524-19) and continued public hearing and consideration of Development Agreement, Ordinance No. 2007-xx, for the project (pp 43-86)
- 3. Second reading and approval of Ordinance N. 2007-03 to add Planned Development Overlay and approve PD Permit No. 2007-02 over the 2.13-acre Anderson Place Tentative Subdivision Map Project (APN 003-220-22) and continued public hearing and consideration of Development Agreement, Ordinance No. 2007-xx, for the project (pp 87-130)
- 4. City Master Tree List- Review and Information (pp 131-133)
- 5. City Council/Staff Teambuilding Event- July 21, 2007 (pp 134)

COMMUNITY DEVELOPMENT AGENCY

- 1. Rotary Park – Prefabricated Restroom RFP (pp 135-151)

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

- 1. Treasurer Report for February 2007 (pp 152-158)
- 2. Investment Report for February 2007 (pp 159-160)

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 17, 2007, regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on April 11, 2007, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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Wednesday at 10:00 a.m.

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Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 3, 2007 @ 6:00 p.m.

Mayor Fridae called the meeting to order at 6:00 p.m.

Present were Council Members Anderson, Curry, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Housing Manager Dan Maguire, Community Development Director Dan Sokolow and City Clerk Nanci Mills.

The first item on the Community Development Agency agenda was addressed prior to the remaining portion of the agenda. Al Hamond of Urban Futures and Eric Scriven of De La Rosa presented the Winters Community Development Agency Finance Workshop.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the City Council of the City of Winters Held March 20, 2007
- B. Proclamation Recognizing National Public Safety Telecommunications Week, April 8-14, 2007
- C. Purchase of 2007 Hybrid Toyota Prius Vehicle as City Pool Car
- D. Contract for Legal Services, Special City Attorney Steve Rudolph
- E. Adopt Resolution 2007-06, Declaring Public Nuisance on Specified Parcels

City Manager John Donlevy gave an overview. Discussion Item #2, Adopt Resolution 2007-08, Declaring Public Nuisance on Specified Parcels, was moved to the Consent Calendar as Item E. Discussion Item #4, Request from Venita O'Brien to accept application for annexation of Assessor Parcel Numbers 030-190-26 and 29, was postponed to the April 17, 2007 City Council Meeting. Discussion Item #8, Update on Strategic Planning, was moved to Discussion Item #2 following the Development Agreement Review. Community Development Agency Item #2, Confirmation of Expiration of Option Agreement for Exclusive Purchase Negotiations regarding 8 East Abbey Street will be heard following the Discussion Items.

Council Member Anderson requested that the minutes for the March 20, 2007 City Council meeting reflect that he and Agency Member Fridae returned to their seats after recusing themselves for CDA Item #1, Request for Proposals-Downtown Streetscape Design and Engineering Services and were present for CDA Item #2, Main Street Mini Park Improvements.

Council Member Curry made a motion to approve the consent calendar with the noted changes. Seconded by Council Member Stone. Motion carried unanimously.

DISCUSSION ITEMS

1. Development Agreement Review

City Manager Donlevy reviewed the Development Agreement procedures and provided a Summary of Provisions to include the four recent development agreements for Winters Highlands, Callahan Estates, Creekside Estates and Ogando Hudson, and two that are currently

under consideration, Mary Rose Gardens and Anderson Place. Tyler Wade, Development Manager for Granite Bay Holdings LLC/Winters Highlands, believed there was a funding gap between what Granite Bay is paying and what Mary Rose Gardens is paying regarding Phase II of the Waste Water Treatment Plant.

2. Adopt Resolution 2007-06, Declaring Public Nuisance on Specified Parcels

This item was moved to the Consent Calendar as Item E.

3. Update on Winters Highlands project by Granite Bay Holdings, LLC (no backup)

Tyler Wade, Development Manager of Granite Bay Holdings, LLC, reviewed the renderings of the model homes for the Winters Highlands project. City Manager John Donlevy verified the receipt of \$1.25 million to the City of Winters for the new swimming pool.

4. Request from Venita O'Brien to accept application for annexation of Assessor Parcel Numbers 030-190-26 and 29

This item has been postponed to the May 1, 2007 City Council meeting.

5. Continued public hearing and consideration of the Mary Rose Gardens Subdivision. The project is a proposed subdivision of 5.69 acres to create 28 single-family lots including two half-plex lots (Lots 12A and B) and Parcel X for an 18,433 square foot subdivision feature/green space area at 415 Grant Avenue (northwest corner of Grant Avenue and Cemetery Lane). APN: 003-524-19 (5.69 acres). Applicant: Dave Snow. Entitlements include Tentative Subdivision Map; Development Agreement; Rezoning to add the Planned Development Overlay over the 5.69-acre site; Planned Development Permit for PD Overlay; Site Plan for residential units and landscaping of Parcel X; and Demolition Permit.

Community Development Director Dan Sokolow gave an overview. Sam Biasi, General Manager for DAS Homes, reviewed the merits of the project. The Council agreed on Park Option "B" as recommended by the Planning Commission. Council Member Anderson wants to include all levels of housing, including affordable housing. Mayor Fridae opened the public hearing at 9:35 p.m. and closed the public hearing at 9:35 p.m. Council Member Anderson made a motion to adopt Resolution No. 2007-07, finalizing and approving the mitigated negative declaration for the Mary Rose Gardens Subdivision, adopt Resolution No. 2007-08, approving the Mary Rose Gardens Subdivision, and introduce and waive the first reading Ordinance No. 2007-02, rezoning the Mary Rose Gardens property and adopting planned development permit 2007-01 (APN 003-524-19). Seconded by Council Member Curry. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Curry, Martin, Stone and Mayor Fridae
NOES: None
ABSTAIN: None
ABSENT: None

6. Continued public hearing and consideration of Anderson Place Subdivision. The project is a proposed subdivision of 2.13 acres to create 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking area ("Lot A"), a pedestrian pathway ("Lot B"), subdivision feature/green space area ("Lot C"),

and second internal roadway/parking area ("Lot D") at 723 Railroad Avenue. APN: 003-220-22 (2.13 acres). Applicant: Eva Brzeski. Entitlements include Tentative Subdivision Map; Development Agreement; Rezone to add the Planned Development Overlay over the 2.13-acre site; Planned Development Permit for PD Overlay; Modifications to adopted Street Cross Sections; Site Plan for residential units/office suites and landscaping; and Demolition Permit

Community Development Director Dan Sokolow gave an overview. YHLA Architects, working on behalf of the applicant, presented proposed architectural variety of 3-story townhouses within Anderson Place on Railroad Avenue. Council discussed at length and came to a consensus regarding the removal of the existing fruitless mulberry trees and replacing them with trees found within the City's master tree list. Council also discussed placing the overhead wires underground in front of the Anderson Place project and requested this be included in the site plan submittal. Council also discussed pedestrian crossings and bulb outs at Railroad & Anderson and requested that these items be returned to the City Engineer for further review. On-street parking on Railroad Avenue was also discussed, with Council Members Stone and Martin in favor of this feature.

Mayor Fridae opened the public hearing at 10:45 p.m. and closed the public hearing at 10:45 p.m.

Council Member Anderson made a motion to adopt, with the specified modifications of underground utilities and removal of trees, with the City Engineer to work with applicant regarding pedestrian crossings, Resolution No. 2007-09, finalizing and approving the mitigated negative declaration for the Anderson Place Subdivision, adopt Resolution No. 2007-10, approving the Anderson Place Subdivision with specified modifications, and to waive the first reading of Ordinance No. 2007-03, rezoning the Anderson Place Property and Adopting Planned Development Permit 2007-02 (APN 003-220-22). Seconded by Council Member Martin. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Curry, Martin, and Mayor Fridae
NOES: Council Member Stone
ABSTAIN: None
ABSENT: None

7. Second Reading and Adoption of Ordinance No. 2007-01, Amendment to the Winters Municipal Code (Title 15, Buildings and Construction) to require the installation of smoke alarms whenever the City issues a building permit for a Group R Occupancy (residential) and amend the current addressing standard

Community Development Director Dan Sokolow gave an overview. Council Member Stone made a motion to accept staff recommendation to adopt Ordinance No. 2007-01, amendment to the Winters Municipal Code (Title 15, Buildings and Construction) to require the installation of smoke alarms whenever the City issued a building permit for a Group R Occupancy (residential) and amend the current addressing standard. Seconded by Council Member Curry. Motion carried with the following roll call vote:

AYES: Council Members Anderson, Curry, Martin, Stone and Mayor Fridae
NOES: None
ABSTAIN: None
ABSENT: None

8. Update on Strategic Planning (Moved to Discussion Item #2)

City Manager John Donlevy gave an overview of the Strategic Plan Outline and requested input on additional recommendations they deem necessary. The issues and topics are prioritized as follows: Economic Development, 30 priority points; Public Facilities, 20 priority points; Fire Service, 17 priority points; Police Services, 17 priority points; Annexation/Sphere of Influence Issues, 12 priority points; and Community Development/Planning, 12 priority points. The "action plans" are being prepared by staff will come back to council to prioritize at its' May 1, 2007 meeting.

Richard Kleeburg, 209 Abbey Street, asked the Council to consider the concept of community theater, and the remodeling of the Community Center. He would like to see more performance opportunities.

Howard Hupe, an active community theater participant and supporter, also encouraged the Community Center to be considered not only as a multi-purpose facility, but as a place of pride. It currently serves multiple uses for many residents of Winters.

Council Member Stone indicated the Council needs to have a discussion on whether to extend the General Plan out to 2020.

City Manager Donlevy indicated that these issues will be coming back to Council for discussion. Mayor Fridae looks at these types of projects as long-term planning projects. Council Member Anderson wants to go for the "low hanging fruit", or traffic calming measures that were previously discussed. He would like for this to be brought back with the first set of action plans in May.

COMMUNITY DEVELOPMENT AGENCY

1. Winters Community Development Agency Finance Workshop

This item was presented at 6:00 p.m. The meeting of the Community Development Agency was called to order at 11:15 p.m.

2. Confirmation of Expiration of Option Agreement for Exclusive Purchase Negotiations regarding 8 East Abbey Street, Winters, CA

Agency Member Anderson recused himself at this time due to a possible conflict of interest. City Manager John Donlevy gave an overview and indicated a purchase agreement had not yet been reached. Agency Member Fridae made a motion to approve the Option to Negotiate Purchase agreement. Seconded by Agency Member Stone. Motion carried unanimously, with Agency Member Anderson absent.

CITY MANAGER REPORT: None

COUNCIL/STAFF COMMENTS: Council Member Stone volunteered to work with staff to modify the verbiage on the "Spare the Air" banners. Mike Sebastian has been named Grand Marshall of the 2007 Youth Day Parade. A request for contributions and street closure for Youth Day will be presented at the next meeting, and it was suggested that an action item be established annually

for these items. Council Member Stone and Mayor Fridae have elected to donate funds for art scholarships.

Council Member Curry indicated that HCP/NCCP had been changed to Yolo National Heritage Program

Mayor Fridae indicated that classes will be offered in May and June by the Winters Center for the Arts, and will vary in price from \$30 to \$70. He also requested copies of the smoking ordinances from the cities of Belmont, Dublin and Emeryville.

EXECUTIVE SESSION: None

ADJOURNMENT: The meeting was adjourned at 11:30 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: April 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nicholas Ponticello, City Engineer
SUBJECT: Advertisement for Construction Bids
Jackson/McArthur Reconstruction, Project No. 06-01

RECOMMENDATION: Information Item Only

BACKGROUND: Street conditions within the Major Vista Subdivision have been the subject of many complaints over the last few years. The City was able to address roadway and drainage concerns throughout most of the subdivision, with the Road Rehabilitation Project in 2000, but unfortunately, funding constraints did not allow the City to reconstruct Jackson Street and McArthur Avenue. Jackson Street and McArthur Avenue are badly deteriorated and the water system size does not meet current standards. Due to the age of the development, the sewer system was evaluated for potential rehabilitation, but the system was found to be in satisfactory condition other than the need for installation of cleanouts at each residence. As such, the Jackson/McArthur Reconstruction, Project No. 06-01 was developed to address the street, sewer and water system deficiencies.

In 2005, the Community Development Department was approved to receive Community Development Block Grant (CDBG) funding in the amount of \$458,300 to reconstruct the pavement and upgrade the utilities in Jackson Street and McArthur Avenue.

Due to the specialized and distinct nature of the utility and road work portions of the project, staff has separated the utility work (installation of new water system and sewer cleanouts) into a project of its own to be constructed first. By implementing the project in the separate phases by construction specialty, staff anticipates the total construction costs for the City will be reduced by allowing specialist contractors to bid on the individual projects.

The plans and specifications for this project have been prepared by Ponticello Enterprises, and are currently advertised for bids to be received in May. Construction is scheduled for summer 2007.

FISCAL IMPACT: The roadwork portion of the project is funded by Community Development Block Grant (CDBG) funds (\$458,300) and Redevelopment Agency funds (\$90,200). The water main upgrades will be funded by City Utility Enterprise funds (\$495,600). The total project budget is \$1,044,100.

Attachments: Location Map



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : April 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Hispanic Advisory Committee
SUBJECT: Minutes from Hispanic Advisory Committee

RECOMMENDATION:

The City Council receive the minutes from Hispanic Advisory Committee meetings held February 27, 2007 and March 13, 2007 for their review.

BACKGROUND:

The Hispanic Advisory Committee was formed June 20, 2006 to increase and improve the overall communication and access to City services for Latino members of the community.

FISCAL IMPACT:

To be determined.

**City of Winters
Hispanic Advisory Committee Minutes
February 27, 2007**

Present: Sandra Cortes, John Donlevy, Lourdes Figueroa, Humberto Izquierdo, Karla Knabke, Leticia Quirarte, and Cheryl Rheuby

Humberto called the meeting to order.

The minutes from the February 13, 2007 meeting were reviewed and no changes were suggested.

Community Forum:

Humberto asked if the flyer announcing the forum had been completed. John said he was still working on it. Humberto mentioned he could help John with the flyer. John said he would finish the flyer after the meeting and email it to Humberto for review and translation to Spanish. Lourdes mentioned the announcements for the first meeting held at St. Anthony's Parish Hall were hand-delivered to residents at Yolo Housing. A small group went door-to-door through out Yolo Housing and she felt that was a major factor in why there was a large turnout for the meeting.

Location of the forum-The Community Center is not available for March 22nd. Cheryl called St. Anthony's and the Parish Hall is available. They are requesting a donation of \$50 for use of the facility. The committee felt that is a fair donation and asked to secure the location.

Leticia and Humberto raised concerns about what will happen with all the suggestions/recommendations that will be received at the Community Forum. John said many of the ideas brought up at the forum would be implemented. There needs to be better communication with the Spanish-speaking community in Winters.

Karla mentioned there have been results from some of the ideas /concerns raised at the meeting at St. Anthony's. The largest example is the implementation of the new afterschool programs: the first program being organized by Brian Heller and Esteban Montano and the new afterschool program being offered by the City and WJUSD. Some concerns were raised about the limited number of openings available at the new afterschool program. Some new programs need to start small to determine what works/what doesn't work and the program will expand from there. Right now the afterschool program is geared for elementary ages (Waggoner & Shirley Rominger Intermediate) but hoping to expand to include Middle School in the near future. Sandra raised concerns about the afterschool sign-ups being held during the week between 8:00 a.m.-5:00 p.m. Parents who work during the day missed the opportunity to register their children. John mentioned he would ask Nancy Gonnella, the afterschool coordinator, to attend the next meeting.

Lourdes asked if the program would expand to include the high school students. She mentioned at the St. Anthony's meeting one of the hot topics was making new programs available for teenagers. John agreed the City needs to hear from the teenagers about what types of programs they would like to have available. They need to attend the Community Forum and make their suggestions and the City will try to implement their ideas.

Humberto asked if there was funding available to begin new programs. John said the new afterschool program is being funded by a state grant. The City funded the afterschool coordinator position. The City has hired a new recreation coordinator and part of her job will entails implementing more/new programs for youth, teens and families. The goal of the Hispanic Advisory Committee (HAC) and the Community forum is to make programs and resources more accessible to the Spanish-speaking community.

John is working to get various speakers for the Community forum. He has been in contact with Tony Cardenas from the League of California Cities to get involved. John has also talked to Art Mendoza from the Winters Fire Department (WFD) about attending the forum to encourage the Latino community to get involved with WFD recruitments. Lourdes asked if there would be a representative from the Police Department. She mentioned that many of the teens in Winters are either angry or afraid of the Police.

There needs to be a better relationship between the youth and the Police. All committee members felt it was important to have a representative from the Winters Police Department at the Community forum. If the officers could have a table set up where people could talk to the officers to give opinions and offer suggestions to improve services. Karla mentioned having a suggestion box available for those who are more comfortable giving anonymous recommendations/suggestions.

Forum tables to include: Police, Fire, Tony Cardenas, Youth Programs, Adult Programs, Misc.

John suggested offering drawing/prizes for people attending the forum to encourage attendance (suggestions: those who visit all the tables, turn in a completed survey-get a ticket). Possible prizes: Buckhorn gift certificate, gift certificates from local stores, sports equipment. Sandra suggested having a separate area for teens to make their recommendations. John suggested doing a survey at the Middle School to find out what types of programs they would like. Kids feel like their opinions aren't sought before programs are started. To encourage participation possibly offer raffle tickets for completing the survey. (possible prizes: i-pod, i-tunes cards)

The subject of a youth center was brought up. John said he has spoken with Gary Cook from the WJUSD about possibly putting a portable/modular building at City Park for a possible youth center. Take advantage of the basketball courts and City Park is a place where many kids congregate right now. Sandra and Lourdes both mentioned there need to be more activities for teens in town to keep them from going out of town to "find something to do."

John mentioned the City of Winters need more employment opportunities for the youth. Lourdes suggested contacting local farms for possible summer employment opportunities. Sandra suggested contacting local businesses about offering summer internships, not necessarily a paid position, but a way for youth to gain experience in a particular field.

Next meeting (March 13, 2007) John will try to have representatives from the Fire Department, Police Department, Recreation, Tony Cardenas attend and make preparations for the Community Forum on March 22nd.

**City of Winters
Hispanic Advisory Committee Minutes
March 13, 2007**

Present: Sandra Cortes, Traci Nakamura, Karla Knabke, Cecilla Curry, John Donlevy, Cheryl Rheuby, Thelma Garcia, Humberto Izquierdo

Excused: Leticia Quirarte

Humberto called the meeting to order.

Since there wasn't a quorum present the minutes from February 27, 2007 meeting will be reviewed at the next meeting.

Latino Community Meeting:

Flyers for the Latino Community Meeting have been distributed around the various merchants downtown. Humberto distributed flyers at the last Community Transformation meeting and Brian Heller made copies of the flyers to distribute after mass last Sunday. Press release about the meeting will be in the Winters Express for the next 2 weeks. Discussed verbiage of signs to be posted on nut boxes at Railroad and Grant Ave intersection. In addition to the basic information (name of meeting, place, date, time, etc.) it was suggested to include wording that invites youth as well as adults.

To encourage attendance of families with young children it was recommended to offer childcare during the meeting. John asked Traci to talk to a couple afterschool staff members to see if they would be interested in organizing activities for the children while their parents participate in the meeting. It was suggested to close off the south end of Parish Hall (using building partitions) for kids area. John suggested offering games (Lotteria perhaps?) and have healthy snacks available.

Need to emphasize the main goal of the meeting is to get input from the community. Humberto said it is very important that the people attending the meeting leave with the sense that something concrete will come from this meeting.

Preliminary agenda:

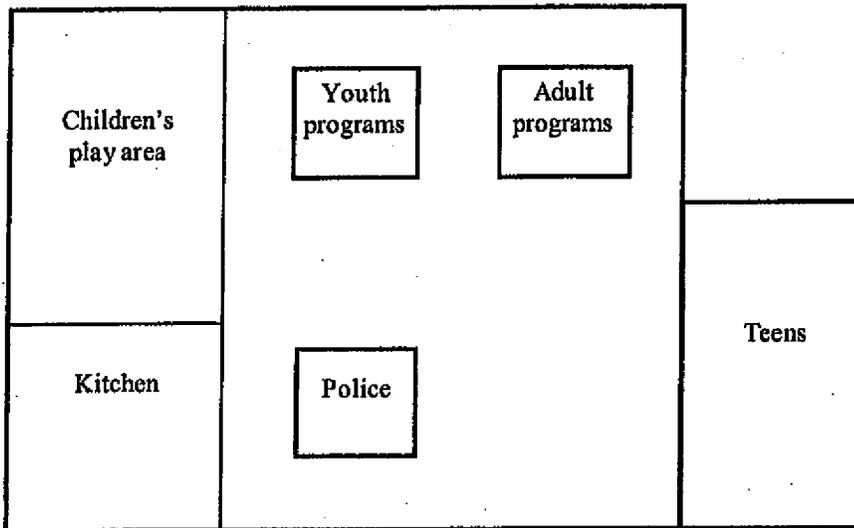
1. Thank the audience for attending
2. Introduce Hispanic Advisory Committee members
3. Discuss committee goals
 - a. Increase communication
 - b. Provide programs/services
 - c. Bring community input to City Council
4. Break out to smaller discussion groups with at least one committee member at each table. Tables to include: Youth programs, Adult programs, Public Safety (Fire & Police)

John mentioned he still needed to confirm with Tony Cardenas about attending the Community Meeting to talk about city government and what the city government does for it's citizens. Art Mendoza from Winters Fire Department will talk about the volunteer firefighter program. Anyone can join the volunteer fire department. Art may also have a couple other Spanish-speaking volunteers attend as well. Cecilla suggested asking the Vice Mayor of Sacramento attend if Tony Cardenas isn't available. John said he would talk to Woody Fridae if Tony isn't available.

Sandra asked about having a table concerning affordable housing. Cecilla mentioned she had recently attended an affordable housing workshop. There are plans to hold separate workshops for Latino citizens with such subjects as: how to purchase a house, how to build your credit, and what it takes to be a homeowner.

To help the audience break into groups each person will be given a name badge as they enter the meeting. Each name badge will have a colored dot which will represent their starting table. Each group will move to another table after 20 minutes. It was brought up that there be a separate break-out area for any teens in attendance. Sandra & Thelma both said the teens may not feel comfortable making suggestions or speaking in front of adults. Cecilia volunteered to sit at the teen table.

Possible set-up of Parish Hall for the meeting:



Each table will have a facilitator and Committee member who will take notes. The facilitator will be a neutral party who will keep the conversation moving. He/she will not permit one person to dominate the entire session time. Each session will begin with a short introduction about what the session will be covering. A flip chart will be posted on the wall for each group to see what items have been discussed at prior sessions. Each group will be asked to set priorities/pick top 5 "hot topics." Humberto said he would sit at the Public Safety table and will ask Lourdes to cover adult programs table. Humberto will call Leticia & Lourdes to make sure they are available to attend.

The Committee members will meet for about ½ hour after the forum to discuss recommendations from each table while still fresh in their minds.

Separate information tables about the volunteer firefighter program and City services/upcoming recreation opportunities will be available as well. Cecilia recommended having a calendar listing upcoming recreation programs and sign-up information. Humberto volunteered to be the Master of Ceremonies for the opening of the meeting.

John suggested the committee meet for a "pre-forum" session to discuss last minute details. Dinner will be provided. 5:30 p.m./set-up, 6:00 p.m./pre-forum meeting.

Humberto asked if the prizes discussed at the last meeting had worked out. John said he would contact the Winters Express about donating some subscriptions and will offer pool passes and \$10 off daycamp registration as possible prizes.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : April 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk
SUBJECT: Sacramento-Yolo Mosquito Vector Control District Vacancy

RECOMMENDATION:

Staff recommends that the City Council approve the appointment of Marie Heilman to represent the City of Winters as a member of the Board of Trustees of the Sacramento-Yolo Mosquito Vector Control District.

BACKGROUND:

On June 18, 1946, the Sacramento County-Yolo County Mosquito Abatement District was formed by joint resolution of the Board of Supervisors for Sacramento and Yolo Counties. The motivating force for the formation of the District was the desire of the people for protection against mosquito-borne diseases and relief from serious pest nuisance. In July of 1990, the District Board voted by resolution to change the name of the District to the Sacramento-Yolo Mosquito and Vector Control District to better reflect the expanded services and responsibilities the District assumed regarding ticks, yellowjackets, and other vectors. Within the District boundaries are 2,013 square miles, encompassing both Sacramento and Yolo Counties.

The Board of Trustees consists of twelve members from Yolo and Sacramento Counties, and the cities of Woodland, Sacramento, Galt, Folsom, Isleton, West Sacramento, Elk Grove, Davis, Citrus Heights and Winters.

Vern Bruhn, who served as trustee for 20+ years, retired from service on the Board effective December 31, 2006.

Marie Heilman, who is a Winters resident and West Nile Virus survivor, has volunteered to represent the City of Winters as a member of the Board of Trustees of the Sacramento-Yolo Mosquito Vector Control District.

FISCAL IMPACT:

None by this action.

APPLICATION FOR PARADE PERMIT

NOTE: To be submitted _____ days prior to the event.

NOTE: If amplification system is to be used a separate permit is required.

DATE OF APPLICATION: 4-9-07

NAME OF ORGANIZATION: Winters Youth Day Committee

ADDRESS: P.O. Box 807, Winters CA 95294 TELEPHONE # 530-795-2091

PURPOSE OF PARADE: 71st Annual Winters Youth Day Celebration

TYPE OF CONVEYENCE: Walking, Autos, Trucks, horses

NUMBER OF PERSONS OR ENTRIES ENROLLED Approx. 100 Entries

TYPE OF SAFETY MEASURES PROVIDED: Barricades, Cones, Parade Marshals, street signs, Detour Signs, general Police Patrols, Road Closures (Main st between 4th & Haven and 4th between Main & Abbey 11:30^{am}-5p)

CITY SERVICES REQUIRED: Barricades, Cones, Trash Toters, Keys to power/building at City Park

4 Tables, 10 Chairs from Community Center, Red Stair Sets (2) from City Yard

DATE & TIME OF PARADE: Saturday April 28, 2007 9:45am - Noon

PROVIDE MAP OF PARADE ROUTE.

DATE: 4/9/07 C.C. _____

SIGNATURE OF AUTHORIZED APPLICANT: Michael J. Hebert, Parade Chairman

FIRE CHIEF: Bud [Signature] POLICE CHIEF: [Signature]

APPROVED BY CITY COUNCIL: _____

DATE: _____ BY: _____

DENIED BY CITY COUNCIL:

DATE: _____ BY: _____

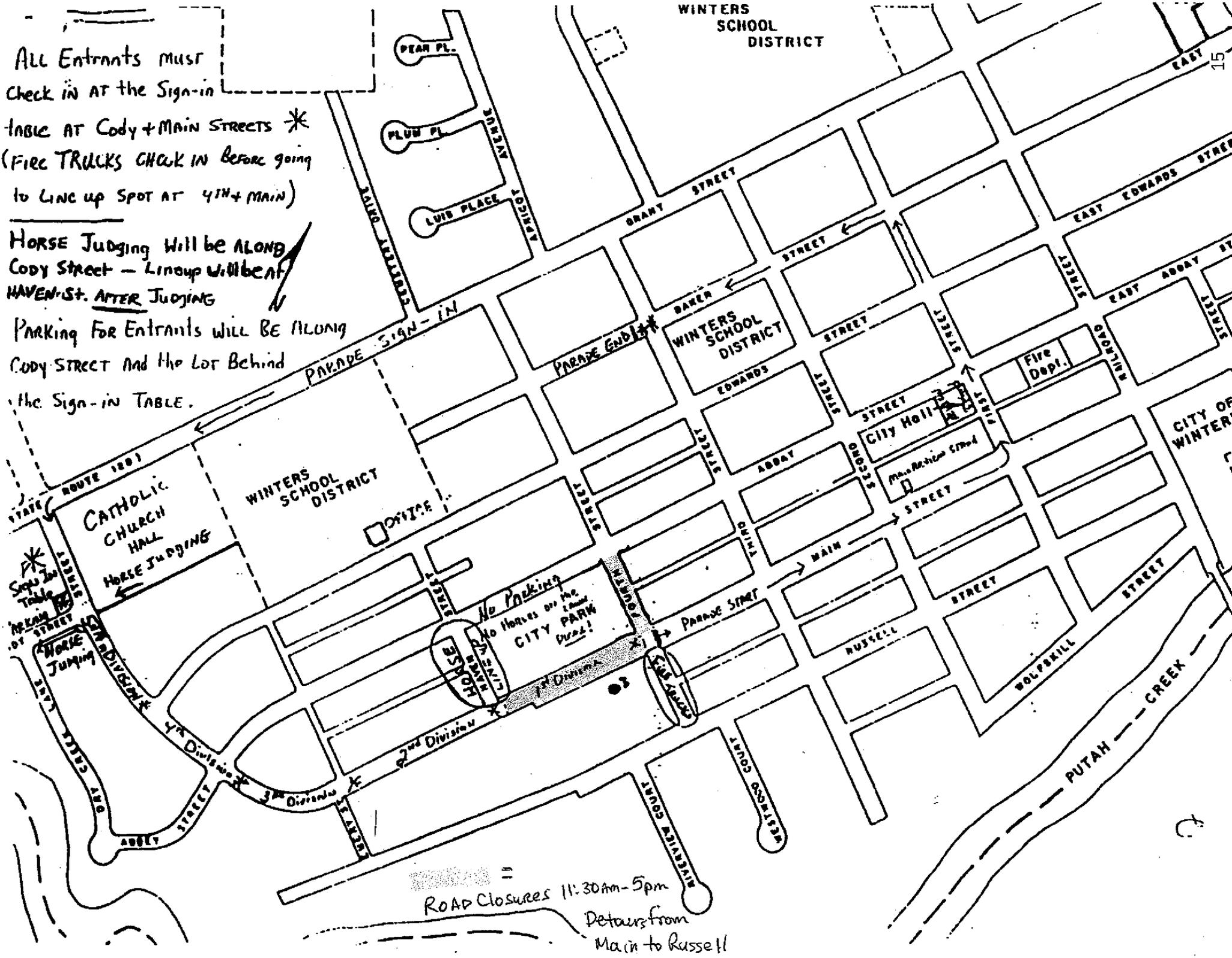
REASON(S) FOR DENIAL: _____

All Entrants must
check in AT the Sign-in

TABLE AT Cody + MAIN STREETS *
(FIRE TRUCKS CHECK IN BEFORE going
to LINE UP SPOT AT 4TH + MAIN)

HORSE Judging Will be ALONG
Cody Street - Linoup will be at
HAVEN ST. AFTER Judging

Parking For Entrants will BE ALONG
Cody Street and the Lot Behind
the Sign-in TABLE.



ROAD Closures 11:30AM-5pm
Detours from
Main to Russell



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : April 17, 2007

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

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

SUBJECT: Resolution 2007-11, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2007/2008

RECOMMENDATION: Staff recommends the City Council adopt the attached Resolution, initiating the proceedings for the levy of the annual assessments of the City of Winters City-Wide Maintenance Assessment District and order the preparation the Engineer's Report for said District.

BACKGROUND : The assessments from the City's landscape maintenance district are used to maintain the City's parks, landscape areas, and electricity for street lighting . The District's assessments must, by Code, and pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), be established every year. The first step is to adopt a resolution initiating the assessment proceedings and to designate the engineer of work and order the preparation of the Engineer's Report. This is the same procedure that has been followed for all previous years. The City has retained MuniFinancial as the Engineer of Work to prepare the fiscal Year 2007/2008 City of Winters Engineers Report and file it with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act. Staff will be submitting to the City Council the necessary maps, reports and resolutions so that the assessments can be adopted prior to the last day to file with the County.

ALTERNATIVES : None

FISCAL IMPACT: None

RESOLUTION NO. 2007-11

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2007/2008

The City Council of the City of Winters, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, The City Council has, by previous Resolutions, formed the City of Winters City-Wide Maintenance Assessment District (hereafter referred to as the "District"), pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), that provides for levy and collection of assessments by the County of Yolo for the City of Winters to pay the maintenance and services of landscaping and all appurtenant facilities and operations related thereto; and,

WHEREAS, the City Council has retained MuniFinancial as the Engineer of Work, for the purpose of assisting with the annual levy of the District, and to prepare and file an Engineer's Report with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, AS FOLLOWS:

Section 1: The City Council hereby orders MuniFinancial to prepare the Engineer's Annual Levy Report (hereinafter referred to as the "Report") concerning the levy of assessments for the District in accordance with *Chapter 1, Article 4 (commencing with Section 22565), pursuant to Chapter 3, Section 22622* of the Act.

Section 2: The improvements within the District include: the installation, maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, street lighting and associated appurtenances. The Report so ordered, shall describe the existing improvements and any new improvements or substantial changes in the existing improvements.

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS 17th DAY OF April, 2007.

RESOLUTION NO. 2007-11

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. 2007-11 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the 17th day of April, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Woodie Fridae, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members

DATE : April 17, 2007

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

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

SUBJECT: Resolution 2007-12, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2007/2008

RECOMMENDATION: Staff recommends the City Council adopt the attached Resolution, preliminarily approving the Engineer's Annual Levy Report, and declaring its' intention to levy and collect annual assessments and providing Notice of Hearings thereof for the City of Winters City-Wide Maintenance Assessment District.

BACKGROUND : The assessments from the City's landscape maintenance district are used to maintain the City's parks, landscape areas, and electricity for street lighting . The District's assessments must, by Code, and pursuant to the provisions of the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), be established every year. The first step is to adopt a resolution initiating the assessment proceedings and to designate the engineer of work and order the preparation of the Engineer's Report. This is the same procedure that has been followed for all previous years. The City has retained MuniFinancial as the Engineer of Work to prepare the fiscal Year 2007/2008 City of Winters Engineers Report and file it with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act. Staff will be submitting to the City Council the necessary maps, reports and resolutions so that the assessments can be adopted prior to the last day to file with the County.

ALTERNATIVES : None

FISCAL IMPACT: None

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS AND PROVIDING NOTICE OF HEARINGS THEREOF FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2007/2008

The City Council of the City of Winters, California (hereafter referred to as the "City Council") does resolve as follows:

WHEREAS, the City Council pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereafter referred to as the "Act") and by previous Resolution, initiated proceedings for the "City of Winters City-Wide Maintenance Assessment District" (hereafter referred to as the "District") for the annual levy and collection of assessments to pay for the operation, maintenance and servicing of landscaping and lighting and all appurtenant facilities related thereto; and,

WHEREAS, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2007/2008, pursuant to *Chapter 1, Section 22565* of the Act; and,

WHEREAS, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2007/2008 (Beginning July 1, 2007 and ending June 30, 2008) in accordance with *Chapter 3, Section 22623* of the Act; and,

WHEREAS, this City Council has carefully examined and reviewed the Report as presented and pursuant to the provisions of *Chapter 2, Article 1, Section 22586* of said Act, the City Council may approve the report, as filed, or may it may modify the report in any particular and approve it as modified.

RESOLUTION NO. 2007-12

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, AS FOLLOWS:

Section 1: The above recitals are all true and correct.

Section 2: The Report as presented, consists of the following:

- a. A Description of Improvements.
- b. A Description of the District.
- c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
- d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2007/2008.

Section 3: The District, the proposed improvements, each and all of the budget items and documents, and the proposed assessments as outlined in the Report have been spread in accordance with the benefits received from the improvements, operation, maintenance and services to be performed within the District, and are in compliance with the Act and the provisions of California Constitution Article XIID.

Section 4: The Report is hereby approved on a preliminary basis, as presented or modified, and ordered to be filed in the Office of the City Clerk as a permanent record and to remain open to public inspection.

Section 5: The City Clerk is hereby directed to enter on the minutes of the City Council any and all modifications to the Report determined and approved by the City Council, and all such changes and/or modifications by reference are incorporated into the Engineer's Report.

Section 6: The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping improvements related thereto, for Fiscal Year 2007/2008.

Section 7: The improvements within the District include: the maintenance and operation of and the furnishing of services and materials for landscaping improvements, irrigation and drainage systems, street lighting and associated appurtenances. The Report as previously approved and on file with the City Clerk, provides a full and complete description of all improvements and any or all substantial changes to the improvements within the District.

RESOLUTION NO. 2007-12

Section 8: The boundaries of the District are described in the Engineer's Report on file with the City Clerk, and are defined as the boundaries described in the formation documents of the District, generally: All lots or parcels in the City of Winters, the boundaries of the District are coterminous with the City Limits; within the County of Yolo, State of California. The existing District does not contain any zones and is designated as the "City of Winters City-Wide Maintenance Assessment District."

Section 9: The proposed assessment for Fiscal Year 2007/2008 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

Section 10: The City Council hereby declares its intention to conduct a public hearing concerning the levy of assessments for the District. The City Clerk shall give notice of the time and place of the Public Hearing by causing the publishing of this Resolution once in the Local Newspaper for two consecutive weeks not less than ten (10) days before the date of the hearing, and by posting a copy of this Resolution on the official bulletin board customarily used by the City Council for the posting of notices in accordance with *Chapter 3, Section 22626* of the Act.

Section 11: Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, May 15, 2007 at 7:30 p.m.**, or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 318 First Street, Winters, California.

RESOLUTION NO. 2007-12

PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS 17th DAY OF April, 2007.

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. 2007-12 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the 17th day of April, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

Woodie Fridae, Mayor
City of Winters

Nanci G. Mills, City Clerk
City of Winters

**CITY OF WINTERS
ENGINEER'S ANNUAL LEVY REPORT
CITY-WIDE
MAINTENANCE ASSESSMENT DISTRICT**

Fiscal Year 2007/2008



**INTENT MEETING: April 17, 2007
PUBLIC HEARING: May 15, 2007**



Corporate Office:	Office Locations	
27368 Via Industria Suite 110 Temecula, CA 92590 Tel: (951) 587-3500 Tel: (800) 755-MUNI (6864) Fax: (951) 587-3510	Anaheim, CA Bellevue, WA Orlando, FL Lancaster, CA Los Angeles Regional Office	Oakland, CA Phoenix, AZ Sacramento, CA Seattle, WA

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I. OVERVIEW

A. Introduction

The City of Winters ("City") annually levies and collects special assessments in order to maintain the improvements within the City of Winters City-Wide Maintenance Assessment District ("District"). The District was formed in 1993 and is annually levied pursuant to the *Landscape and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code* ("1972 Act"). The boundary of the District is coterminous with the City limits.

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2007/2008. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

For the purposes of this Report, the word "parcel" refers to an individual property assigned its own Assessment Number by the County of Yolo Assessor's Office. The County of Yolo Auditor/Controller uses Assessment Numbers and specific fund numbers to identify properties assessed for special district benefit assessments on the tax roll.

Pursuant to *Chapter 3, beginning with Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2007/2008.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method

of apportionment and assessment rate contained in this Report as approved by the City Council.

B. Applicable Legislation

The District has been formed and is annually levied pursuant to the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code, beginning with Section 22500*. The assessments and methods of apportionment described in this Report utilize commonly accepted assessment engineering practices and have been calculated and proportionately spread to each parcel based on the special benefits received.

Compliance with the California Constitution

All assessments described in this Report and approved by the City Council are prepared in accordance with the 1972 Act and are in compliance with the provisions of the *California Constitution Article XIID ("Article XIID")*, which was added to the California Constitution with the passage of statewide Proposition 218 in 1996.

In compliance with the substantive and procedural requirements of *Article XIID*, the City initiated and conducted a property owner Validation Vote. At the conclusion of the Public Hearing on June 3, 1997, all property owner ballots returned were opened and tabulated and confirmed in resolution 97-24. The maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel was approved by the majority of property owners in the District. Any assessment rate levied that is less than the maximum assessment rate is considered an exempt assessment pursuant to *Article XIID Section 5(b)*. The proposed assessment for any fiscal year may be increased over the previous fiscal year provided the assessment rate does not exceed the maximum assessment rate of \$82.50 per Equivalent Residential Dwelling Unit and \$26.25 per Non-Residential parcel. Any proposed new or increased assessment that exceeds the current maximum assessment shall comply with all provisions of *Article XIID Section 4* including a property owner protest proceeding (property owner assessment balloting).

Provisions of the 1972 Act (Improvements and Services)

As generally defined, the improvements and the associated assessments for any District formed pursuant to the 1972 Act may include one or any combination of the following:

- 1) The installation or planting of landscaping.
- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or

construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.

- 5) The installation of park or recreational improvements including, but not limited to the following:
 - a) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
 - b) Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
 - a) Repair, removal, or replacement of all or any part of any improvements;
 - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
 - c) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
 - d) The removal of trimmings, rubbish, debris, and other solid waste;
 - e) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
 - f) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
 - g) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.
- 8) Incidental expenses associated with the improvements including, but not limited to:
 - a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
 - b) The costs of printing, advertising, and the publishing, posting and mailing of notices;
 - c) Compensation payable to the County for collection of assessments;
 - d) Compensation of any engineer or attorney employed to render services;
 - e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
 - f) Costs associated with any elections held for the approval of a new or increased assessment.

II. DESCRIPTION OF THE DISTRICT & IMPROVEMENTS

The location, boundaries and specific improvements provided within the District are described in this section. The determination and calculation of special benefit is discussed in the Method of Apportionment and the corresponding expenses, revenues and assessments are summarized in the District Budget.

A. The District

The boundary of the District is coterminous with the City limits. The City is located in the southwestern corner of Yolo County. The southern boundary of the City is Putah Creek. The City is bordered to the west by Dry Creek and a view of the Vaca Mountain Range. The eastern limit is Highway 505 while the northern boundary runs to vast tracts of farmland. The City is approximately 10 miles west of the City of Davis and 10 miles north of the City of Vacaville. Winters' urban limit line contains approximately 1,980 acres. Of which, 1,277 are currently within the incorporated limits.

The principle highways near the City are Interstate 505 and State Highway 128. I-505 forms the eastern boundary of the City limits and connects to Interstate 80 ten miles to the south and Interstate 5 twenty-three miles to the north. State Highway 128 passes directly through the City and is a major access route from Sacramento and Davis to Lake Barryessa and the Napa Valley.

B. The Improvements

All improvements within the District are maintained and serviced on a regular basis. City staff will determine the frequency and specific maintenance operations required. The District assessments may fund all necessary utilities, operations, services, administration and maintenance costs associated with the improvements. The annual cost of providing the improvements within the District are spread among all benefiting parcels in proportion to the benefits received. The expenditures and assessments set forth in this report are based upon the City's estimate of the costs associated with the improvements including all labor, personnel, equipment, materials and administrative expenses.

The following is a brief description of the improvements to be maintained and operated:

1. City Park, Rotary Park, Valley Oak Park, Blue Oak Park (formerly Putah Creek Hamlet Park), Winters Highlands Park (upon dedication and construction), and the grounds of City Hall and the Community Center: includes maintenance of sidewalks, curb and gutter, walkways, trees, shrubs, groundcover, grass, irrigation system, park lighting, play equipment and structures, ball fields, fencing, restrooms, drinking fountains, benches, tables, drainage facilities, slopes, signs, parking lot and street frontage improvements, and other related improvements and facilities.

2. Street Lighting: street, park and trail lighting within the entire District.
3. Median Island Landscaping: public landscaping and irrigation improvements in the median islands within the District.
4. Curbside Landscaping: public landscaping and fencing, behind the curb on collector and arterial streets, where the street is not fronted by a residence or business.

III. METHOD OF APPORTIONMENT

A. General

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

The formula used for calculating assessments in the District therefore reflects the composition of the parcels, and the improvements and services provided, to fairly apportion the costs based on estimated benefit to each parcel.

In addition, pursuant to the *Article XIID Section 4*, a parcel's assessment may not exceed the reasonable cost of the proportional special benefit conferred on that parcel and provides that only special benefits are assessable and the District must separate the general benefits from the special benefits.

B. Benefit Analysis

Each of the improvements and the associated costs have been carefully reviewed by the City and the corresponding assessments have been proportionately spread to each parcel based on special benefits received from the improvements.

Special Benefits — The method of apportionment (assessment methodology) is based on the premise that each of the assessed parcels within the District receives benefit from the improvements maintained and financed by annual assessments. Specifically, the assessments are for the maintenance of local street lighting and landscaped improvements. The desirability and security of properties within the District are enhanced by the presence of street lighting and well-maintained landscaping in close proximity to those properties.

The special benefits associated with the local landscaping improvements are specifically:

- Q Enhanced desirability of properties through association with the improvements.
- Q Improved aesthetic appeal of properties within the District providing a positive representation of the area.
- Q Enhanced adaptation of the urban environment within the natural environment from adequate green space and landscaping.

- Q Environmental enhancement through improved erosion resistance, and dust and debris control.
- Q Increased sense of pride in ownership of property within the District resulting from well-maintained improvements associated with the properties.
- Q Reduced criminal activity and property-related crimes (especially vandalism) against properties in the District through well-maintained surroundings and amenities including abatement of graffiti.
- Q Enhanced environmental quality of the parcels within the District by moderating temperatures, providing oxygenation and attenuating noise.

The special benefits of street lighting are the convenience, safety, and security of property, improvements, and goods. Specifically:

- Q Enhanced deterrence of crime and the aid to police protection.
- Q Increased nighttime safety on roads and highways.
- Q Improved ability of pedestrians and motorists to see.
- Q Improved ingress and egress to property.
- Q Reduced vandalism and other criminal acts and damage to improvements or property.
- Q Improved traffic circulation and reduced nighttime accidents and personal property loss.
- Q Increased promotion of business during nighttime hours in the case of commercial properties.

The assessments have been apportioned proportionate to the benefit received. Although the District contains a mixture of residential and non-residential uses, it is the belief of the City that residential properties benefit from all of the maintained improvements and commercial and other non-residential properties receive only benefits from street lighting. The improvements maintained serve to increase the quality of life in the community and therefore all residents benefit, without regard to lot size, occupancy, etc. The assessments are therefore apportioned equally to all residential dwelling units within the City. Commercial and other non-residential properties have been assessed an equivalent share of the cost of energy and maintenance of the street lighting system.

Properties owned by other agencies and City-owned lands were reviewed to establish benefit. The Winters Unified School District receives a proportional benefit and has entered into a Joint Use Facilities Agreement with the City, which offsets the benefits received by the School District through the equitable use of School facilities. Therefore the School District properties have been assigned a zero assessment.

In prior years there was an added assessment for bank stabilization for those parcels that receive direct benefit from the repair of said creek banks. Unused money for bank stabilization is held in reserve and there are no new or additional assessments for bank stabilization.

There has been a provision made by the City Council to allow for reimbursement of the assessment. This reimbursement is to be made to all property owners who can prove that they have paid the assessment and can show a household income that falls below the City Council approved minimums. It is estimated that approximately 5% of the assessed residential property owners would qualify for this reimbursement. Consequently, some refunds will be made that will result in a net reduction of revenues.

C. Assessment Methodology

Equivalent Benefit Units: To assess benefits equitably, it is necessary to correlate the different type of parcels within the District to each other as well as their relationship to the improvements. The Equivalent Benefit Unit method of apportioning benefit is typically seen as the most appropriate and equitable assessment methodology for districts formed under the 1972 Act, as the benefit to each parcel from the improvements are typically apportioned as a function of land use type, size and development.

The Equivalent Benefit Unit method of assessment apportionment uses the single-family home site as the basic unit of assessment. A single-family home site equals one Equivalent Benefit Unit (EBU). Every other land use is typically converted to EBU's based on an assessment formula that equates the property's specific development status, type of development (land use), and size of the property, as compared to a single-family home site.

For the purposes of relating a single-family unit to other residential properties within the District, all residential units were considered as equivalent, i.e. single-family residences are equivalent to apartment units and other multi-family dwelling units. Commercial and other non-residential properties have been assessed per parcel.

The following formulas are used to calculate the annual assessments. The Balance to Levy represents the total amount to be collected through the annual assessments. The Levy per EBU (Assessment Rate) is the result of dividing the total Balance to Levy by the total District EBU. This Assessment Rate multiplied by each parcel's individual EBU determines each parcel's levy amount.

Street Lighting & Administration

$$\text{Street Lighting \& Administration Costs} / \text{Total EBU} = \text{Levy per EBU}$$

$$\text{Levy per EBU} \times \text{Parcel's EBU} = \text{Parcel's Levy Amount-Lighting \& Administration}$$

Other Budget Items

Remaining Costs / Residential EBU = Levy per Residential EBU

Levy per Residential EBU x Residential Parcel's EBU = Parcel's Levy Amount-Other

A parcel's total levy amount is calculated by adding together the *Parcel's Levy Amount - Lighting and Administration* and the *Parcel's Levy Amount-Other*.

IV. DISTRICT BUDGET

A. Description of Budget Items

The following describes the services and costs that are funded through the District, shown in the District Budget, Section IV B.

DIRECT COSTS:

Park Maintenance — Includes general operation, maintenance, water, electrical costs, repairs, removals and replacements, spraying, trimming and treatments, debris and other related expenses.

Street Lighting — Includes all costs for removal, replace and/or repair of street/trail lights and appurtenant facilities, power and related costs, pole painting and other related expenses.

Median Island Landscape Maintenance — Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, median curb repairs, trimming, spraying, treatments and other related expenses.

Curbside Landscape Maintenance— Includes maintenance, replacements, repairs of irrigation and landscaping, power costs, sidewalk replacement, trimming, spraying, treatments and other related expenses.

ADMINISTRATION COSTS:

District Administration — The cost to all particular departments and staff of the City for providing the coordination of District maintenance, operations and services of the District, response to public concerns and education, and procedures associated with the levy and collection of assessments. Also, the costs of contracting with professionals to provide any additional administrative, legal, or engineering services specific to the District.

County Administration Fee — The costs to the District for the County to collect assessments on the property tax bills.

LEVY BREAKDOWN:

Reserve Collection/(Transfer) — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10th or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or

February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

Capital Improvement Fund Collection/(Transfer) — The 1972 Act pursuant to *Chapter 5, beginning with Section 22660*, provides for the District to establish by resolution an assessment installment plan for proposed improvements and expenditures that are greater than can be conveniently raised from a single annual assessment. Depending on the nature of the planned improvements, the collection of funds necessary to complete the project may be collected over a period up to thirty years, but typically not more than five years. The funds collected shall be accumulated in a separate improvement fund commonly referred to as a Capital Improvement Fund (CIF) and are not considered part of the regular maintenance of the improvements or the Reserve Fund.

Because the money accumulated in the Capital Improvement Fund is for a specific planned project (budgeted separately), the amount shown for this item in the annual budget will typically be a positive number representing the amount being collected that year as part of the Balance to Levy. A negative number (Transfer) should only occur after the project has been completed and excess funds are being credited back to the District's regular accounts. The actual fund balances and expenditures for Capital Improvements are clearly identified under the Fund Balance Information section of the Budget.

Although the Budget shown in this Report contains CIF line items, a Capital Improvement Plan has not been established for this District.

Contribution Replenishment — This item represents repayments of amounts that had been temporarily advanced to the District from other revenue sources (usually the General Fund) or represents funds being loaned to the District for the current Fiscal Year that must be repaid by future assessments. Similar to the Reserve Collection/(Transfer) line item, this item directly impacts the Reserve Fund Balances either positively or negatively.

Repayments are shown as a positive number and represent additional monies being collected in the current annual assessment to repay a prior loan. These loans are typically for capital improvement expenditures or unforeseen expenditures incurred in prior years and Reserve Fund monies were not sufficient to cover the expenses. To ensure the ongoing operation and maintenance of the improvements, the City may advance funds to the District as a temporary loan to meet current expenditures, and collect repayment of the loan through the annual assessments the following year or possibly over several years. Generally, all available Reserve Funds are exhausted before a temporary loan is advanced to the District and the Beginning Reserve Fund Balance will be a negative number indicating the loan amount still outstanding.

A loan for the current fiscal year (Contribution) is shown as a negative number. If the District is expected to incur significant expenditures in the current fiscal year for special services or capital improvements (upgrades or refurbishing of the improvements) and the proposed assessment revenues (annual assessments) and/or available Reserve Funds are not sufficient to cover the expenditures, the City may advanced funds to the District as a temporary loan to meet the proposed expenditures. Generally, all available Reserve Funds must be exhausted before a temporary loan is advanced to the District and any funds temporarily loaned in excess of the available Reserve Funds will be reflected as a negative Ending Reserve Fund Balance. This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

Other Revenue Source/General Fund Contribution — This item includes additional funds designated for the District that are not annual assessments. These funds are added to the District account to reduce assessments, and may be from non-District or District sources including City General Fund Contributions and/or interest earnings. Any funds indicated on this line will be shown as a negative number indicating a reduction in the amount to be levied and represent funds that do not have to be repaid.

Balance to Levy — This is the total amount to be collected for the current fiscal year through the annual assessments (for special benefits). The Balance to Levy represents the sum of Total Direct and Administration Costs, Reserve Fund Contributions or Transfers, Contributions from Other Revenue Source, and the Contribution Replenishment. Only those costs related to the improvements identified as special benefits are levied and collected on the tax roll.

B. District Budget

Fiscal Year 2007/2008 District Budget

City of Winters	
City-Wide Maintenance Assessment District	
2007/08	
GENERAL FUND	
DIRECT COSTS	
Park Maintenance	\$219,335.00
Street Lighting	75,000.00
Median Island Landscape Maintenance	800.00
Curbside Landscape Maintenance	1,000.00
TOTAL DIRECT	\$296,135.00
ADMINISTRATION COSTS	
District Administration	\$20,700.00
County Administration Fee	2,000.00
TOTAL ADMIN	\$22,700.00
COLLECTIONS/CREDITS APPLIED TO LEVY	
TOTAL DIRECT AND ADMIN COSTS	\$318,835.00
Reserve Collection/(Transfer)	0.00
Capital Improvement Fund Collection/(Transfer)	0.00
Contribution Replenishment	0.00
Other Revenue/General Fund Contribution	(130,135.00)
TOTAL ADJUSTMENTS	(\$130,135.00)
Balance to Levy (Budgeted)	\$188,700.00
 Total Revenue at Maximum Rate	 \$188,700.00
Variance above/(below) Maximum Revenue	\$0.00
 Levy at Applied Rate	 \$188,700.00
Applied Charge	188,700.00
	\$0.00
DISTRICT STATISTICS	
Total Parcels	2,086
Total Residential Parcels Levied	1,891
Total Non-Residential Parcels Levied	136
Total Parcels Levied	2,027
Total Equivalent Residential Benefit Units	2,244
Total Equivalent Non-Residential Benefit Units	136
Applied Residential Levy per Benefit Unit	\$82.50
Applied Non-Residential Levy per Benefit Unit	\$26.25
 Maximum Levy per Residential Benefit Unit (Current Year)	 \$82.50
Maximum Levy per Non-Residential Benefit Unit (Current Year)	\$26.25
FUND BALANCE INFORMATION	
Beginning Reserve Fund Balance	\$0.00
Reserve Fund Adjustments	0.00
Transfer to Reserve Collection	0.00
Anticipated Reserve Balance	\$0.00

APPENDIX A - DISTRICT BOUNDARY MAPS

The boundary map for the District has been previously approved and submitted to the City in the format required by the 1972 Act. The map is on file in the Office of the City Clerk and by reference made part of this Report.

The boundary for the District is contiguous with the boundary of the City and defined as the corresponding parcels identified on the Yolo County Assessor's Map. The parcel identification, lines, and dimensions of each parcel within the District are those lines and dimensions shown on the Yolo County Assessor's Map for the year in which this Report was prepared and by reference are incorporated and made part of this Report.

APPENDIX B — 2007/2008 ASSESSMENT ROLL

Parcel identification, for each lot or parcel within the District, shall be the parcel as shown on the Yolo County Assessor's map for the year in which this Report is prepared.

A listing of parcels assessed within this District, along with the assessment amounts, is included on the following pages. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County Auditor/Controller. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate approved in this Report. Therefore, if a single parcel has changed to multiple parcels, the assessment amount applied to each of the new parcels shall be recalculated and applied according to the approved method of apportionment and assessment rate rather than a proportionate share of the original assessment.

Non-assessable lots or parcels include areas of public streets and other roadways (typically not assigned an APN by the County); dedicated public easements, open space areas and rights-of-ways including public greenbelts and parkways; utility rights-of-ways; common areas; landlocked parcels, small parcels vacated by the County, bifurcated lots, and any other property that can not be developed or has specific development restrictions. These types of parcels are considered to receive little or no benefit from the improvements and are therefore exempted from assessment.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : April 17, 2007

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

FROM: Shelly Gunby, Director of Financial Management *Shelly Gunby*

SUBJECT: Early Redemption of 1979 Sewer Bonds

RECOMMENDATION:

Approve Resolution #2007-05 A Resolution of the City Council of the City of Winters approving the Early Redemption of the Remaining 1979 Sewer Bonds as of June 30, 2007.

BACKGROUND:

In 1979 Resolution 79-10 was approved by the City Council of the City of Winters providing for the issuance of "City of Winters 1979 Sewer Bonds" and providing for the levy of a tax to pay the principal and interest of the bonds. The City has been collecting taxes from the property owners within the city at a rate of .00773% of the assessed value of the subject property.

Section 3 of the Resolution states "Series A Bonds maturing by their terms on or after July 1, 1990 shall be subject to redemption prior to their fixed maturity dates, at the option of the City, on July 1, 1989, but not prior thereto, and as whole or in part in inverse numerical order, at the principal amount thereof and accrued interest to date of redemption.

Staff has contacted the Servicer of the Bonds and received a Payoff amount of \$123,000. The Sewer Bond Fund currently has \$207,094.74 in collected taxes for the repayment of the bonds.

Section 3 of the Resolution states "When all of the principal and interest on all of the Bonds have been paid, any balance of money then remaining in said fund shall be transferred to the general fund of the City.

FISCAL IMPACT:

1. Savings of \$41,750 in interest costs over the remaining term of the bonds for the City of Winters.
2. Reduced taxes for every property owner within the city limits of the City of Winters due the elimination of the tax levy for the bonds of .00773% on the assessed value of the property

RESOLUTION NO. 2007-05
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING THE EARLY REDEMPTION OF THE REMAINING CITY OF WINTERS
1979 SEWER BONDS AS OF JUNE 30, 2007

WHEREAS, Resolution 79-10 allows the Early Redemption of the authorized City of Winters 1979 Sewer Bonds and;

WHEREAS, The City of Winters has sufficient funds in the Sewer Bond Fund with which to redeem said Bonds in full as of June 30, 2007

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

Section 1. Staff is directed to redeem the existing City of Winters 1979 Sewer Bonds at the amount of \$123,000 as specified by Capmark Finance Inc Servicing on the loan payoff statement dated March 14, 2007.

Section 2. Staff is directed to discontinue the levy of tax for the bonds effective July 1, 2007.

Section 3. Staff is directed to place the excess funds from the Sewer Bond fund in the Capital Equipment Replacement Fund 427.

PASSED AND ADOPTED this 20th Day of April by the following Roll Call Vote

AYES:
NOES:
ABSENT:
ABSTAIN:

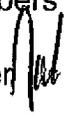
Woody Fridae MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL STAFF REPORT
April 17, 2007

TO: Honorable Mayor and Council Members
THROUGH: John W. Donlevy, Jr. – City Manager 
FROM: Dan Sokolow – Community Development Director 
SUBJECT: **MARY ROSE GARDENS SUBDIVISION (Continued Public Hearing)**

SUMMARY OF PROJECT: The project site is generally located in the northwest area of the City of Winters. The project site totals approximately 5.69 acres comprised of APN 003-524-19 located at the northwest corner of Grant Avenue (State Route 128) and Cemetery Lane. The project site is north of the Waggoner Elementary School, south and east of the Carter Ranch Phase I and II Subdivisions, and west of Cemetery Lane and the Kaiser-Aetna Subdivision. Situs address: 415 West Grant Avenue, Winters, CA 95694. The project is a proposed rezoning and subdivision of 5.69 acres to create 28 single-family lots including two duplex lots (Lots 12A and B) and Parcel X for a 0.503-acre park.

SUMMARY OF ACTIONS TAKEN BY CITY COUNCIL AT ITS APRIL 3, 2007 MEETING:

1. Adopted Resolution No. 2007-07 approving CEQA findings of fact, adopting a mitigation monitoring plan, and certifying the final mitigated negative declaration for the Anderson Place Project.
2. Adopted Resolution No. 2007-08 approving the project.
3. Waived the first reading of Ordinance No. 2007-02 to approve a rezoning (Planned Development Overlay) and adopt Planned Development (PD) Permit No. 2007-01.

DEVELOPMENT AGREEMENT: The proposed DA “public benefit” features are detailed below. It should be noted that there are many other requirements of the project that the City will achieve through the mitigation measures and conditions of approval. The items below are the items that would be gained to the community’s “net benefit”, in addition to the requirements of the mitigation measures and conditions of approval.

- School Funding – Payment of Level Three School Impact Fees (low- and very low- income units exempt).
- Streets – Construct pedestrian and landscape improvements on the south side of Grant Avenue along the frontage of the Waggoner Elementary School.

- Fiscal Neutrality – Pay an annuity in the amount of \$7,350 for each residential unit to offset any cost increase to the City general fund.
- Parks – Fund new parks at seven acres per thousand through in-lieu fees. (Note: The applicant will satisfy most of the park obligation through the construction of an on-site park. The remaining obligation will be satisfied through the payment of in-lieu fees.)
- Fire Department – Contribute \$49,400 towards the purchase of a Type I fire engine.
- Library Fund – Contribute \$25,000 towards the Library Fund.
- Energy – All of the units to be constructed as EPA Energy Star units. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts to be installed on half of the 24 market rate units while the remaining market rate units to be pre-wired to accommodate such a system.
- Water and Streets Impact Fees Advance Payment – Pay the City impact fees for Water and Streets at Final Map.

It should be noted that the Fiscal Neutrality and Parks items are General Plan requirements and therefore are not true "net benefit" items, but they have been detailed here for clarity purposes.

RECOMMENDED ACTIONS:

If the Council supports the Planning Commission and staff recommendation then the following actions should be taken:

A) Conduct the second reading of and adopt Ordinance No. 2007-03 (Attachment 1 to this report) approving the rezoning as described below.

1) Change the Zoning Map for the project site (5.69 acres) from Single Family Residential, 6,000 Square Foot Average Minimum (R-2) to Single Family Residential, 6,000 Square Foot Average Minimum/Planned Development (R-2/PD).

2) Adoption of Planned Development (PD) Permit No. 2007-01 allowing for Lots 12A and 12B to utilize a zero lot line, Lot 12B to fall below the minimum lot sizes for the R-2 Zone, Lots 12A and 12B to utilize tandem parking, and the noise barrier on Grant Avenue to exceed the maximum fence/wall height for residential zones.

B) Assuming the applicant indicates their acceptance of the final terms of the DA, the staff recommends that the City Council take the following action:

1) Introduce and waive the first reading of Ordinance No. 2007-xx (Attachment 2 to this report) approving and authorizing execution of the Anderson Place Development Agreement. (Note: The ordinance must return for second reading and adoption. It must be signed by the applicant prior to the second reading and adoption.)

ATTACHMENTS:

- 1) Rezoning Ordinance
- 2) Final Development Agreement and Ordinance

**CITY COUNCIL
ORDINANCE NO. 2007-02**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
REZONING THE MARY ROSE GARDENS PROPERTY
AND ADOPTING PLANNED DEVELOPMENT PERMIT 2007-01
(APN 003-524-19)**

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to rezone the Mary Rose Gardens property as specified below and to adopt Planned Development Permit 2007-01.
2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.
3. Rezoning. The subject property is hereby rezoned as shown on Exhibit B, attached hereto and incorporated herein by this reference.
4. Planned Development Permit. Planned Development Permit No. 2007-01 is hereby adopted as a part of the rezoning to allow for Lots 12A and 12B to utilize a zero lot line, Lot 12B to fall below the minimum lot size for the R-2 Zone, Lots 12A and 12B to utilize tandem parking, and the sound barrier for Grant Avenue to exceed the maximum fence/wall height for residential zones.
5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

INTRODUCED at a regular meeting on April 3, 2007 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 17th day of April 2007, by the following roll call vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Woody Fridae, MAYOR

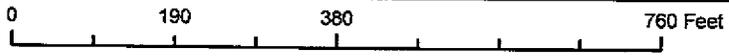
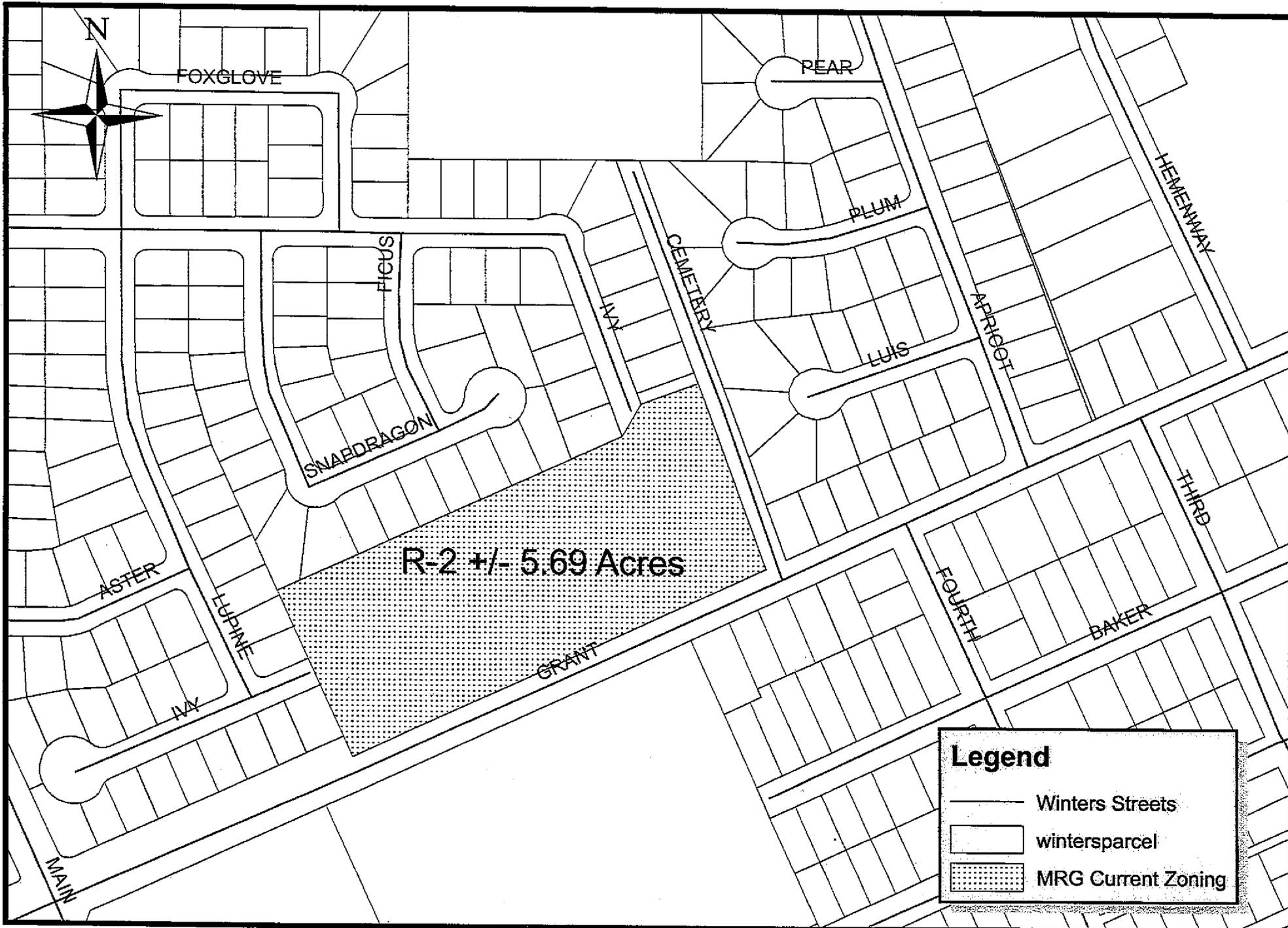
ATTEST:

Nanci G. Mills, CITY CLERK

Exhibits
Rezoning Exhibits (2)
Planned Development Permit No. 2007-01

Mary Rose Gardens/TM Rezone CC Ord 2007-02 17Apr07

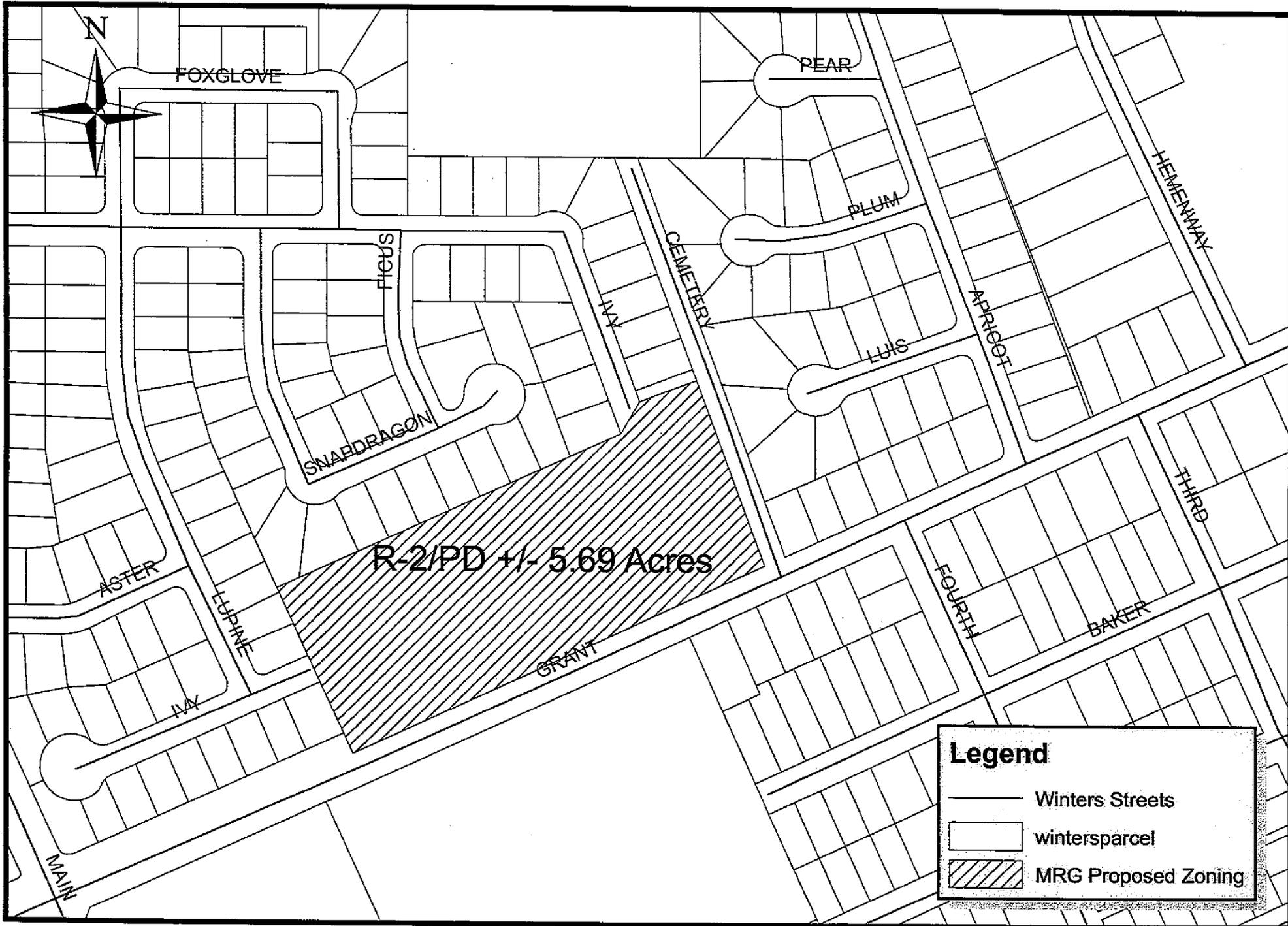
Mary Rose Gardens: Exhibit "A", Current Zoning Plan Exhibit



Legend

- Winters Streets
- wintersparcel
- ▨ MRG Current Zoning

Mary Rose Gardens: Exhibit "B", Proposed Zoning Plan Exhibit



0 190 380 760 Feet

PLANNED DEVELOPMENT (PD) PERMIT No. 2007-01
MARY ROSE GARDENS SUBDIVISION
APN 003-524-19
Approved April 17, 2007

TERM: Unlimited term pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code (Title 17, Zoning) and subject to compliance with the conditions of approval.

SETBACKS: Lots 12A and 12B will utilize a zero long line, which does not meet the required rear yard setback (20 feet) for Lot 12A and side yard setback (either 5 or 10 feet) for Lot 12B.

LOT SIZE: Lot 12B at 4,181 square feet, which does not meet the minimum lot size (5,000 square feet).

OFF-STREET PARKING: Lots 12A and 12B to utilize tandem parking, which does not meet the minimum off-street parking requirement (two spaces each residence with two or more bedrooms).

SOUND BARRIERS: In excess of the maximum height for fences/walls located in non-residential zones as detailed in the Mitigation Monitoring Plan for the project.

Mary Rose Gardens/TM PD Permit 2007-01 17Apr07

ORDINANCE NO. 2007-xx

**AN ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF WINTERS
ADOPTING A DEVELOPMENT AGREEMENT
(MARY ROSE GARDENS PROPERTY)**

THE CITY COUNCIL OF THE CITY OF WINTERS HEREBY ORDAINS
AS FOLLOWS:

Pursuant to the provisions of Government Code §65864 et seq. and Chapter 2 of Title 11 of the Winters City Code, the City Council of the City of Winters hereby:

1. Adopts and approves that certain document entitled "**AN AGREEMENT BETWEEN THE CITY OF WINTERS AND DAS HOMES, INCORPORATED RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE MARY ROSE GARDENS PROPERTY.**"

2. Authorizes and directs the Mayor to sign the document on behalf of the City after the second reading of this ordinance and after it has first been signed by a duly authorized representative of DAS Homes, Inc.

3. Authorizes and directs the City Clerk to record the document, after it is signed by both parties, in the Office of the Recorder of Yolo County.

PASSED AND ADOPTED THIS 1st day of May, 2007 on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, MAYOR

Attest:

Nanci G. Mills, CITY CLERK

A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND DAS HOMES,
INCORPORATED
RELATING TO THE DEVELOPMENT OF THE PROPERTY
COMMONLY KNOWN AS THE MARY ROSE GARDENS PROPERTY

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and DAS Homes, Inc., a California corporation (the "Developer"), under the authority of § 65864 *et seq.* of the Government Code of the State of California and Chapter 2 of Title 11 of the Winters Municipal Code. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County. The City and the Developer are sometimes referred to herein as the Parties.

FACTS AND CIRCUMSTANCES

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

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.
2. The Developer is in the business of developing residential projects in Northern California, including the development of property in a manner which promotes the goals envisioned by the City for its residents.
3. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Mary Rose Gardens Property and further described in Exhibits A and B to this Agreement, is through the use of a

Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864) [entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

4. It is the intent of the Parties in entering into this Agreement to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain vested rights to develop the Mary Rose Gardens Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

THE PARTIES AGREE AS FOLLOWS:

TABLE OF CONTENTS

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

Article 1. Definitions

Article 2. General Provisions

Article 3. Development of the Property

Article 4. Special Development Obligations

Article 5. Default, Remedies, and Dispute Resolution

Article 6. Hold Harmless and Indemnification

ARTICLE 1
DEFINITIONS

The following words and phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

Section 1.1 "Agreement" means this Development Agreement.

Section 1.2 "Application fees" means the amount paid by the Developer for the processing of any land use entitlement or for an amendment to this Agreement.

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

Section 1.4 "Mary Rose Gardens Property" or "The Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcel No. 003-524-19, and is more specifically shown and described in Exhibits A and B.

Section 1.5 "Mary Rose Gardens Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for the Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Mary Rose Gardens Tentative Subdivision Map #4851 is attached as

Exhibit C.

Section 1.6 "Mary Rose Gardens Subdivision" means the single-family residential development created by the Mary Rose Gardens Tentative Subdivision Map.

Section 1.7 "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (E.g., the term "City Engineer" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

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

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

Section 1.10 "Conditions of Approval" means the conditions placed on the approval of the Mary Rose Gardens Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

Section 1.11 "Developer" means DAS Homes, Inc., a California corporation and/or its successor(s) in interest.

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

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

Section 1.14 "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of the Property for such things as traffic circulation, sewer and water conveyance facilities, and similar matters.

Section 1.15 "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval.

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

Section 1.17 "Mitigation Measures" means the requirements placed on the development of the Property to cure or lessen the environmental impact of a particular physical activity as identified as part of the analysis done for the Property under the California Environmental Quality Act (CEQA). The Mitigation Measures are a part of Exhibit D, Conditions of Approval.

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

Section 1.19 "On-site improvement" means a public improvement constructed

within the physical boundaries of the Property.

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

Section 1.21 "Public Improvements" or "Infrastructure" means facilities constructed for use in accommodating residential use on the Property.

Section 1.22 "Vesting law" means any state or federal law which gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

Section 1.23 "Affiliated Entity" means any entity where members of the Developer are officers, shareholders or employees of such entity.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Mary Rose Gardens Property, Yolo County Assessor's Parcel No. 003-524-19 (consisting of approximately 5.69 acres). A map showing the location and boundaries of the Property is attached as Exhibit

A and a legal description describing the Property is attached as Exhibit B. In this Agreement the Mary Rose Gardens Property will, in most instances, be referred to simply as "the Property."

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

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5.

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

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-severable obligations.

a. Except as otherwise provided, the Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement.

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

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

2. The proposed assignee has adequate experience with residential developments of comparable scope and complexity to that being undertaken on the Property and has successfully completed such developments.

c. The provisions of subsection b. do not apply to the sale of three (3) or fewer finished residential lots to individual buyers or builders.

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

Section 2.6 Amendment of the Agreement.

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

Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

b. The provisions of Title 11, Chapter 2 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

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

a. This Agreement shall be interpreted according to the laws of the State of California. Any litigation concerning its meaning shall be venued in the

Superior Court of Yolo County. The prevailing Party in such litigation, as determined by the court, shall be awarded reasonable attorneys' fees in addition to statutory costs.

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

Section 2.9 Notices.

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

1. Via certified U.S. Mail, return receipt requested.
2. Via an overnight mail service of the type normally used by the business community, such as Federal Express, UPS Overnight, and California Overnight.
3. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.

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

City of Winters
318 First Street
Winters, CA 95694

Attn: City Manager
Telephone (530) 795-4910 x 110
FAX (530) 795-4935

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

DAS Homes, Inc.
1310 West Street
Woodland, CA 95695
Attn: Dave Snow
Telephone (530) 666-0506
FAX

ARTICLE 3

DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Entitlements.

- a. The Property shall be developed under the following land use entitlements, all of which have been adopted or approved by the City Council:

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Resolution No. 2007-07 adopted on March 6, 2007).
2. This Development Agreement (Ordinance No. 2007-xx adopted May 1, 2007 and effective on June 1, 2007, (the "Enacting Ordinance")).
3. Zoning Ordinance amendment to rezone 5.69 acres from R-2 to R-2 PD Overlay (Ordinance No. 2007-02 adopted April 17, 2007 and effective on May 18, 2007).

4. Mary Rose Gardens Tentative Subdivision Map, with Findings of Fact and Conditions of Approval, dividing The Property into 28 single-family residential lots and "Parcel X", a 0.503-acre park (Resolution No. 2007-08 adopted on April 3, 2007).

5. A Planned Development Permit (Ordinance No. 2007-02 adopted April 17, 2007 and effective on May 18, 2007).

b. Under the provisions of Government Code § 66452.6(a), the term of the Mary Rose Gardens Subdivision Tentative Subdivision Map is co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

a. Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the land use entitlements described in Section 3.1 above, and in conformity with the City rules, regulations, policies and ordinances in effect on the date of adoption of the Enacting Ordinance, regardless of subsequent amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City. This vested right shall include:

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

2. Exclusion from:

a) Subsequently enacted building moratoria.

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

4. The cross-section of streets (including sidewalks, trails, and other thoroughfares) as established in the Conditions of Approval for the Mary Rose Gardens Tentative Subdivision Map.

5. The Mitigation Measures.

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

Section 3.4 Rights Retained by the City.

a. Except as specifically provided in section 3.2, all regulations of the City as expressly provided by state law, federal law, and/or local ordinance,

resolution, or rule shall pertain to the development of the Property. Such regulations include, but are not limited to:

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

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

3. The California Building Code, National Fire Protection Act, and local building code standards in effect at the time a building permit for a specific dwelling unit is issued.

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

b. The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police power, provided they are of general applicability to all developments of a similar nature in the City of Winters.

Section 3.5 Other Vesting Laws Inapplicable.

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

b. Notwithstanding subsection a., however, to the extent that a state and/or federal law becomes effective after this Agreement is recorded shall be made specifically applicable to the vested rights of landowners generally in the development of their properties, such state and/or federal law shall prevail.

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is specifically granted by state and/or federal law which becomes effective after the date of the recording of this Agreement.

Section 3.6 Commencement of Development.

a. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within 150 days after this Agreement is recorded, submit for review/approval by the City the final map for the Mary Rose Gardens Subdivision and accompanying subdivision improvement plans. For purposes of this subsection a., "circumstances beyond the control of the Developer" shall include, but are not limited to, inclement weather, acts of God,

natural disasters, acts of the state and/or federal government, a referendum of the ordinance adopting this Agreement, or third party litigation challenging the validity of this Agreement. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.

b. Any time limit prescribed for any action required by this Agreement shall be extended by the number of days during which circumstances beyond the control of the Developer preclude the action from being taken.

Section 3.7 Installation of Public Improvements.

Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Mary Rose Gardens Subdivision. When the final map for the Mary Rose Gardens Subdivision is approved, the Developer shall enter into a separate written agreement with the City by which it contracts to build and dedicate the public improvements required. Security for the construction of the improvements shall be provided as required by law.

Section 3.8 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Mary Rose Gardens Tentative Subdivision Map, acquire the real property rights necessary to construct or otherwise provide the public improvements contemplated by this Agreement.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the final subdivision map for the Mary Rose Gardens Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement, or b) if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire the Property interests. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the Property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the Property acquired, and for purposes of eminent domain, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the Property owner against the City.

Section 3.9 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

a. In some instances, the Developer, through the process commonly referred to as "oversizing," will be required to install public improvements to a size

and/or capacity greater than that which is required to serve only the residents of the Mary Rose Gardens Subdivision. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

b. There are two sources from which the Developer may be reimbursed for oversizing:

1. By way of a separate agreement between the City and the Developer which will provide that when a particular property benefiting from the oversizing is developed, the City will require the benefiting property to reimburse the Developer its *pro rata* share of the cost of the oversizing. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. By way of the payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. In any instance in which oversizing is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the prorata share to be borne by The Property, and determine what share of the remainder is to be reimbursed by the benefiting property.

2. When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to

the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.1. When reimbursement is from mitigation fees, such fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

1. If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

2. If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its owners.

e. In some instances, the Developer will have agreed, under the provisions of Article 4, to pay, in advance of the time otherwise payable, certain fees which would normally be collected by the City at the time a building permit is issued. When the Developer pays such fees in advance, the Developer will be given credit against such advance each time a building permit is issued. The amount of credit will be the amount which was paid in advance and which would have otherwise been payable at the time of issuance of the building permit.

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a building permit, the Developer shall be deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of \$1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a cost of \$20,000, then the Developer will be credited with having paid that fee for 20 building permits.)

1. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability.

Section 3.10 Subsequent Discretionary Approvals.

a. To the extent any discretionary approvals are required to develop The Property after this Agreement is recorded, the Developer shall apply for those approvals in the same manner as any other person applying for land use entitlements from the City. All application fees then applicable for the type of land use entitlement(s) sought shall apply. The City will review these applications in good faith within a reasonable time to insure that the Developer may proceed to develop The Property in the manner contemplated by this Agreement.

b. The only remaining discretionary approval which is contemplated at this time is site plan review (design review) under the Zoning Ordinance.

Section 3.11 Review of Agreement.

Reviews by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in Title 11, Chapter 2, Article 7 (Review) of the Winters Municipal Code.

Section 3.12 Compliance with Government Code § 66006.

As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of Government Code section 66006 pertaining to the payment of fees for the development of The Property.

ARTICLE 4

SPECIFIC DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of The Mary Rose Gardens at Winters Subdivision on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a consequence, the Developer states that its intention entering into this Agreement is to mitigate the impact on schools to the greatest reasonable extent, in accordance with the terms of an agreement negotiated between the Developer and the Winters Joint Unified School District. A copy of the agreement is attached as Exhibit E.

b. The Developer shall enter into an agreement with the Winters Joint Unified School District ("School District"), substantially in the form of Exhibit E

that provides, among other matters, that the Developer will pay to the School District:

1. for each of the 28 residential units in the Mary Rose Gardens Subdivision, Level 2 fees, payable at the time of issuance of a building permit; and
2. for all units in the Mary Rose Gardens Subdivision (including the units referenced in subparagraph 1 above), except the very low income and low income affordable units, the difference between Level 3 and Level 2 fees, payable at the close of escrow.

The Developer has represented to the City that it intends to fully and faithfully perform this agreement with the School District, and the City has relied upon this representation in entering into this Development Agreement. A failure to perform the agreement, or amendments thereto, with the School District by the Developer shall be deemed to be a default of this Development Agreement and subject to the provisions of Article 5.

Section 4.2 0.62 +/- Acre Park.

- a. Developer shall provide a 0.62 +/- acre neighborhood park ("the Park Obligation"). The Park Obligation consists of three components:
 1. Providing land.
 2. Providing infrastructure.
 3. Planning, developing, and equipping the park.

b. The applicant intends to construct a 0.503-acre on-site park and the Parties acknowledge that it is in the best interests of the community that the City accept a sum of money which represents the monetary value of the Park Obligation after factoring in the on-site park rather than have the Developer include a fully operational 0.62 +/- acre park within the Mary Rose Gardens Subdivision. The payment of the Park Obligation by the Developer is in lieu of the payment of any park impact fees as provided by City ordinance.

c. Developer agrees to satisfy the Park Obligation as follows.

1. At the time of filing the final map for the Mary Rose Gardens Subdivision a payment of one hundred percent (100%) of the amount calculated by the City Engineer as set forth in e., below.

2. An additional fifty percent (50%) of the amount calculated under 1., above, payable as follows:

a) The additional fifty percent (50%) shall be divided by the number of market rate units in the Mary Rose Gardens Subdivision (24 units). The resulting amount shall be paid each time a building permit is issued for one of the 24 market rate units.

b) If at the end of thirty (30) months from the recording of the final map for the Mary Rose Gardens Subdivision, the full amount under this subsection 2. has not been fully paid, then the Developer shall pay the remaining amount owing within ten (10) business days of being notified by the City to do so. (Example: If at the end of thirty (30) months, the Developer has obtained twenty (20) building permits for market rate units and has paid fees under this subsection,

then the Developer, upon notice from the City, shall pay the fees owed under this subsection for the remaining four (4) market rate units.)

d. Once all amounts owed under c. above have been paid, the Developer will have satisfied the Park Obligation.

e. The Park Obligation shall be computed by the City Engineer as follows:

1. The land value will be determined by an appraisal made at the Developer's expense. The Developer shall provide to the City the names of three (3) qualified appraisers acceptable to the City who are both licensed by the State of California and members of the Appraisal Institute (MAI) and knowledgeable in appraising property similar in nature to The Property. The City shall select the appraiser to be used from the list and notify the Developer of its decision. The appraisal shall be presented to the City within ninety (90) days thereafter, unless the Parties agree to a different date. The appraisal shall determine the fair market value of 0.117 +/- acres of The Property with the development entitlements specified in this Agreement. The date of value shall be the date of the recording of this Agreement.

2. The estimated cost of the infrastructure improvements will be calculated by the City Engineer using the per acre cost of Sixty Thousand Dollars (\$60,000).

3. The estimated cost of the development of a park (including planning, developing, and equipping the same) will be calculated by the City

Engineer using the per acre cost of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500).

4. To the total determined by adding the costs determined under 1., 2., and 3., above, shall be added five percent (5%) for administration, including, but not limited to, the use of eminent domain by the City as necessary to acquire park land.

Section 4.3 Advance Funding of Fees For Construction of New Water Well.

a. The Parties acknowledge that the City intends to construct a new water well near the northwest corner of the intersection of West Grant Avenue and West Main Street. In order to provide sufficient funds for the City to commence construction of this facility, the Developer shall, concurrently with the filing of the final subdivision map for the Mary Rose Gardens Subdivision pay to the City the following development fee.

1. A water facilities fee at its then current rate for all 28 residential units in the Mary Rose Gardens Subdivision.

b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit.

c. If, at the time of the actual issuance of a building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.

Section 4.4 Advance Funding of Street and Highway Impact Fees.

a. The Parties acknowledge that the City intends to construct new traffic signals at the intersections of Grant Avenue/West Main Street and Grant Avenue/Interstate 505 Northbound Ramps. In order to provide sufficient funds for the City to commence construction of these facilities, the Developer shall, concurrently with the filing of the final subdivision map for the Mary Rose Gardens Subdivision pay to the City the following development fee.

1. A street and highway impact fee at its then current rate for all 28 residential units in the Mary Rose Gardens Subdivision.

b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit.

c. If, at the time of the actual issuance of a building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.

Section 4.5 Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of The Mary Rose Gardens Subdivision per the Economic & Planning Systems reports titled "City of Winters – Mary Rose Gardens Fiscal Impact Analysis", dated January 23, 2007. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

b. The funding of the annuity will be created and funded as follows:

1. From the escrow for the sale of each residential unit to a third party the Developer will pay to the City the sum of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00).

2. The City will invest the amounts received under this section in an annuity, or other similar investment, which will create a stream of income to be paid into the City's General Fund to pay for the increase in the cost of municipal services resulting from the development of the Mary Rose Gardens Subdivision

Section 4.6 Payments to Library Fund and Fire Department.

a. Prior to recording of the final map for the Mary Rose Gardens Subdivision the Developer shall pay to the City the sum of Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be kept in a specific designated account and used solely for constructing, maintaining, and/or improving a public library facility in the City of Winters.

b. Prior to recording of the final map for the Mary Rose Gardens Subdivision the Developer shall pay to the City the sum of Forty-Nine Thousand Two Hundred Dollars (\$49,200.00). This amount shall be kept in a specific designated account and used solely for the purchase of a Type 1 fire engine or other Fire Department vehicle.

Section 4.7 Pedestrian Improvements.

a. The Developer shall construct pedestrian and landscape improvements on the south side of Grant Avenue along the frontage of the Waggoner Elementary School.

Section 4.8 Energy Efficiency.

In order to obtain energy efficiency in each unit with the Mary Rose Gardens Subdivision, to the maximum extent possible the techniques identified in the July 27, 2004 Planning Commission staff report on the "Proposed Energy Resolution" shall be utilized; provided, however, that the following techniques are mandatory:

- a. Fifty percent (50%) of the 24 market rate units shall be built with: a photovoltaic solar energy system capable of producing 2.4 peak rated direct current (DC) kilowatts. The remaining market rate units shall be pre-wired to accommodate such a system.
- b. All units shall be constructed to the Energy Star Standards as defined by the U. S. Environmental Protection Agency.
- c. All units shall be built with low emission furnaces.
- d. No unit shall be built with any dark colored roofing material.

ARTICLE 5

DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 Application of Article. The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

Section 5.2 City's Remedies.

a. The City's remedies under this Agreement are as follows:

1. Termination of the Agreement after giving the Developer the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Mary Rose Gardens Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. Specific performance as provided in subsection c.

4. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

5. An action for damages as provided in subsection d.

b. Default by the Developer.

1. Notice of Default. With respect to a default by the Developer under this Agreement, the City shall first submit to the Developer a

written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

2. Procedure After Failure to Cure Default. If, after the cure period has elapsed, the City finds and determines that the Developer remains in default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 11-2.802 of the Winters Municipal Code.

3. Modification or Termination of Agreement. If, after the public hearing, the City Council determines Developer has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement.

c. Specific Performance. The City may seek specific performance to compel the Developer to do any, or all, of the following:

1. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such

improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

2. To dedicate and properly complete any public improvements which are required by this Agreement.

3. To complete, demolish or make safe and secure any uncompleted private improvements located on The Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by the Developer in its sole discretion.

d. The City may institute an action for damages for the amount of any money owed to it under Article 4, or the cost of performing any act required of the Developer under Article 4, or the cost to complete any public improvements required to be installed under the final map (or any phase, if applicable) for The Mary Rose Gardens Subdivision.

Section 5.3 Developer's Remedies.

a. The Developer's remedies under this agreement are as follows:

1. An action for specific performance of an obligation of the City after giving the City the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Mary Rose Gardens Subdivision

pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

b. Default and Notice of Default. With respect to a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. Waiver of Damage Remedy. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim

any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

ARTICLE 6

HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 Limitation of Legal Relationship.

a. The Parties represent and declare that this Agreement creates no partnership, joint venture, or other legal entity between them.

b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the State of California and which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

c. In entering into this Agreement, the Developer is acting in a purely private capacity as an owner of real property within the City of Winters, which property is subject to the jurisdiction of the City acting in the capacity set forth in subsection b.

Section 6.2 No Liability for Acts of the Developer.

a. It is expressly understood that the development of The Mary Rose Gardens Subdivision is an undertaking that may create for the Developer liability

to third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub-contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

b. Consequently, the Developer, its successors, heirs, and assigns agrees to defend, indemnify, and hold harmless the City, and all its officers, agents, and employees from any claim of injury to person or property arising out of the operations of the Developer in the development of The Mary Rose Gardens Subdivision under the terms of this Agreement or otherwise.

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of this section or to collect damages for any breach of it.

Section 6.3 Duty to Defend Challenges to this Agreement.

a. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

b. The Parties agree to cooperate jointly to defend any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses

against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto.

e. Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter. However, nothing herein obligates the Developer, should the City tender its defense to the Developer, to defend the action if it determines that it is in its best interests not to do so.

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SIGNATURE PAGE TO FOLLOW

**DEVELOPER
DAS HOMES, INCORPORATED**

By: _____

Its: _____

Dated: _____

CITY OF WINTERS

By: _____
Mayor

Dated: _____

Attest: _____
City Clerk

Approved as to form:

John Wallace, City Attorney

Attorney for Developer

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LIST OF EXHIBITS

- EXHIBIT A Map of Mary Rose Gardens Property
- EXHIBIT B Legal Description of Mary Rose Gardens Property
- EXHIBIT C Mary Rose Gardens Tentative Subdivision Map
- EXHIBIT D Conditions of Approval, including Mitigation Measures
- EXHIBIT E School Agreement

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This Agreement was adopted by Ordinance No. 2007-xx of the City Council of the City of Winters. Ordinance No. 2007-xx was adopted on May 1, 2007 and is effective on the date it is recorded with the Yolo County Recorder.



CITY COUNCIL STAFF REPORT

April 17, 2007

TO: Honorable Mayor and Council Members
THROUGH: John W. Donlevy, Jr. – City Manager *JD*
FROM: Dan Sokolow – Community Development Director *DS*
SUBJECT: **ANDERSON PLACE SUBDIVISION (Continued Public Hearing)**

SUMMARY OF PROJECT: The project site is located in the north central area of the City of Winters at 723 Railroad Avenue. The project site, which is on the east side of Railroad, totals 2.13 acres comprised of APN 003-220-22 and is north of Grant Avenue (State Route 128), south of Betty Court, east of the existing section of Anderson Avenue, and west of Dutton Street. The project is a proposed rezoning and subdivision of 2.13 acres to create 24 residential lots with a total of 28 residential units and 9 office suites, an internal roadway/parking area ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D").

SUMMARY OF ACTIONS TAKEN BY CITY COUNCIL AT ITS APRIL 3, 2007 MEETING:

1. Adopted Resolution No. 2007-09 approving CEQA findings of fact, adopting a mitigation monitoring plan, and certifying the final mitigated negative declaration for the Anderson Place Project.
2. Adopted Resolution No. 2007-10 approving the project.
3. Waived the first reading of Ordinance No. 2007-03 to approve a rezoning (Planned Development Overlay) and adopt Planned Development (PD) Permit No. 2007-02.

DEVELOPMENT AGREEMENT: The proposed DA "public benefit" features are detailed below. It should be noted that there are many other requirements of the project that the City will achieve through the mitigation measures and conditions of approval. The items below are the items that would be gained to the community's "net benefit", in addition to the requirements of the mitigation measures and conditions of approval.

- School Funding – Payment of Level Three School Impact Fees (low- and very low- income units exempt).
- Fiscal Neutrality – Pay an annuity in the amount of \$7,350 for each residential unit to offset any cost increase to the City general fund.

- Parks – Fund new parks at seven acres per thousand through in-lieu fees.
- Energy – All of the units to be constructed as EPA Energy Star units. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts to be installed on seven of the proposed buildings. (Note: Because of the small roof sizes and non-standard roof designs, a number of the buildings proposed for the project cannot accommodate photovoltaic solar energy systems capable of producing 2.4 peak rated direct current). The market rate units without photovoltaic solar energy systems to be pre-wired for such systems and these systems to be offered as an option to prospective buyers of the pre-wired units.
- Public Safety Facility – Contribute \$25,000 towards construction of the facility.
- Library Fund – Contribute \$20,000 towards the library project.
- Water Impact Fees Advance Payment – Pay the City impact fees for Water at Final Map.

It should be noted that the Fiscal Neutrality and Parks items are General Plan requirements and therefore are not true "net benefit" items, but they have been detailed here for clarity purposes.

RECOMMENDED ACTIONS:

If the Council supports the Planning Commission and staff recommendation then the following actions should be taken:

A) Conduct the second reading of and adopt Ordinance No. 2007-03 (Attachment 1 to this report) approving the rezoning as described below.

1) Change the Zoning Map for the project site (2.13 acres) as follows: a) 0.71 acres designated Office (O-F) to Office/Planned Development (O-F/PD) and b) 1.42 acres designated Central Business District (C-2) to Central Business District/Planned Development (C-2/PD).

2) Adoption of Planned Development (PD) Permit No. 2007-02 allowing for the following modifications as detailed on the tentative map and site plan for the project.

- a) Lot sizes less than the minimums for the C-2 and O-F Zones.
- b) Lot widths/depths less than the minimums for the C-2 and O-F Zones.
- c) Floor area ratios less the minimums for the C-2 and O-F Zones.
- d) Setbacks less than the minimums for the C-2 and O-F Zones.
- e) Off-street parking spaces less than the minimums for multi-family housing and office uses.
- f) Sound barriers for the south and east sides of the project to exceed the maximum fence/wall height of the Winters Municipal Code (Title 17, Zoning) as detailed in the Mitigation Monitoring Plan for the project.

B) Assuming the applicant indicates their acceptance of the final terms of the DA, the staff recommends that the City Council take the following action:

1) Introduce and waive the first reading of Ordinance No. 2007-xx (Attachment 2 to this report) approving and authorizing execution of the Anderson Place Development

Agreement. (Note: The ordinance must return for second reading and adoption. It must be signed by the applicant prior to the second reading and adoption.)

ATTACHMENTS:

- 1) Rezoning Ordinance
- 2) Final Development Agreement and Ordinance

Anderson Place/TM CC Stf Rpt 17Apr07

**CITY COUNCIL
ORDINANCE NO. 2007-03**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
REZONING THE ANDERSON PLACE PROPERTY
AND ADOPTING PLANNED DEVELOPMENT PERMIT 2007-02
(APN 003-220-22)**

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to rezone the Anderson Place property as specified below and to adopt Planned Development Permit 2007-02.
2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.
3. Rezoning. The subject property is hereby rezoned as shown on Exhibit B, attached hereto and incorporated herein by this reference.
4. Planned Development Permit. Planned Development Permit No. 2007-02 is hereby adopted as a part of the rezoning to allow a) lot sizes less than the minimums for the C-2 and O-F Zones, b) lot widths/depths less than the minimums for the C-2 and O-F Zones, c) floor area ratios less than the minimums for the C-2 and O-F Zones, d) setbacks less the minimums for the C-2 and O-F Zones, e) off-street parking spaces less than the minimums for multi-family housing and office uses, and f) the sound barriers for the south and east sides of the project to exceed the maximum fence/wall height of the Winters Municipal Code (Title 17, Zoning).
5. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption and, within fifteen (15) days after its passage, shall be published at least once in a newspaper of general circulation published and circulated within the City of Winters.

INTRODUCED at a regular meeting on April 3, 2007 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 17th day of April 2007, by the following roll call vote:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

Woody Fridae, MAYOR

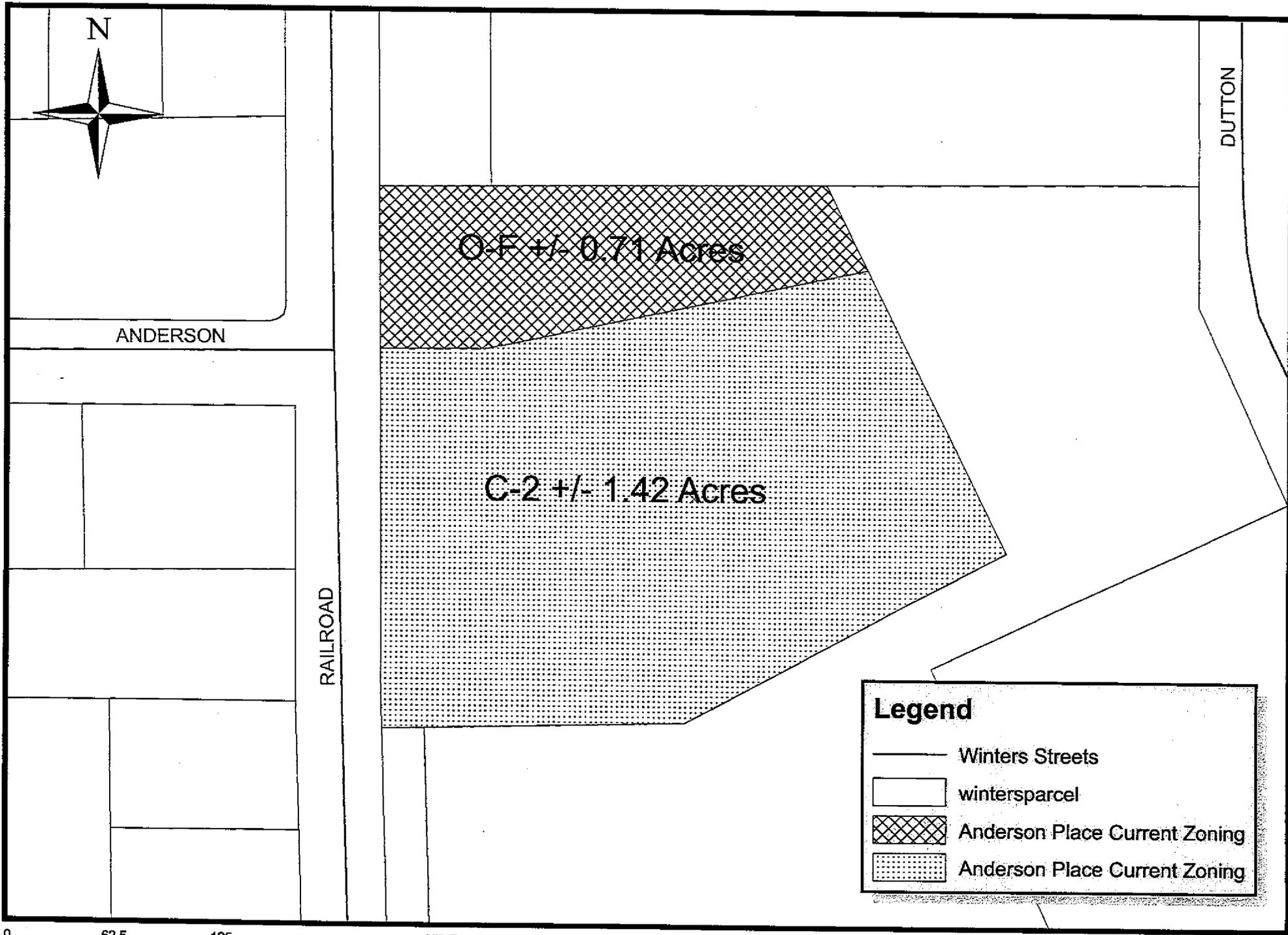
ATTEST:

Nanci G. Mills, CITY CLERK

Exhibits

Rezoning Exhibits (2)
Planned Development Permit 2007-02

Anderson Place: Exhibit "A" Current Zoning Plan Exhibit

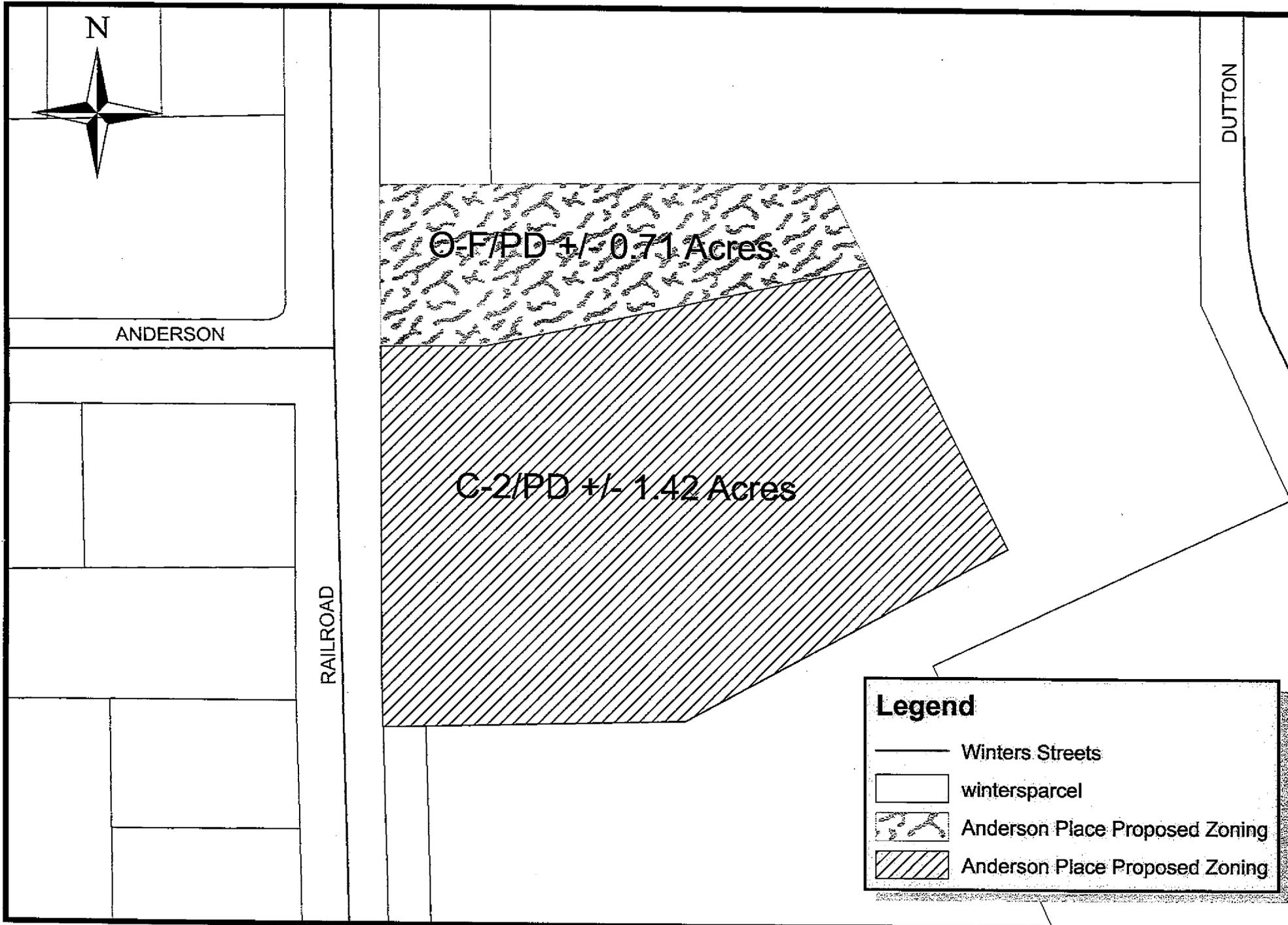


Legend

- Winters Streets
- wintersparcel
- ▨ Anderson Place Current Zoning
- ▩ Anderson Place Current Zoning

0 62.5 125 250 Feet

Anderson Place: Exhibit "B" Proposed Zoning Plan Exhibit



Legend

- Winters Streets
- wintersparcel
- ▨ Anderson Place Proposed Zoning
- ▩ Anderson Place Proposed Zoning

PLANNED DEVELOPMENT (PD) PERMIT No. 2007-02
ANDERSON PLACE SUBDIVISION
APN 003-220-22
Approved April 17, 2007

TERM: Unlimited term pursuant to the requirements of Section 17.48.050 of the Winters Municipal Code (Title 17, Zoning) and subject to compliance with the conditions of approval.

LOT SIZES: Less than the minimums for the C-2 and O-F Zones as detailed on the tentative map and site plan for the project.

LOTS WIDTHS/DEPTHS: Less than the minimums for the C-2 and O-F Zones as detailed on the tentative map and site plan for the project.

FLOOR AREA RATIOS: Less than the minimums for the C-2 and O-F Zones as detailed on the tentative map and site plan for the project.

SETBACKS: Less than the minimums for the C-2 and O-F Zones as detailed on the tentative map and site plan for the project.

OFF-STREET PARKING: Less than the minimums for multi-family housing and office uses as detailed on the tentative map and site plan for the project.

SOUND BARRIERS: In excess of the Winters Municipal Code (Title 17, Zoning) maximum height for fences/walls located on the south and east sides of the project as detailed in the Mitigation Monitoring Plan for the project.

ORDINANCE NO. 2007-xx

**AN ORDINANCE OF THE
CITY COUNCIL OF THE
CITY OF WINTERS
ADOPTING A DEVELOPMENT AGREEMENT
(ANDERSON PLACE PROPERTY)**

THE CITY COUNCIL OF THE CITY OF WINTERS HEREBY ORDAINS
AS FOLLOWS:

Pursuant to the provisions of Government Code §65864 et seq. and Chapter 2 of Title 11 of the Winters City Code, the City Council of the City of Winters hereby:

1. Adopts and approves that certain document entitled "**AN AGREEMENT BETWEEN THE CITY OF WINTERS AND G STREET SAN BERNADINO, LLC RELATING TO THE DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE ANDERSON PLACE PROPERTY.**"

2. Authorizes and directs the Mayor to sign the document on behalf of the City after the second reading of this ordinance and after it has first been signed by a duly authorized representative of G Street San Bernadino, LLC.

3. Authorizes and directs the City Clerk to record the document, after it is signed by both parties, in the Office of the Recorder of Yolo County.

PASSED AND ADOPTED THIS 1st day of May, 2007 on the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, MAYOR

Attest:

Nanci G. Mills, CITY CLERK

A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND SAN BERNADINO, LLC
RELATING TO THE DEVELOPMENT OF THE PROPERTY
COMMONLY KNOWN AS THE ANDERSON PLACE PROPERTY

THIS DEVELOPMENT AGREEMENT ("Agreement") is entered into between the CITY OF WINTERS, a municipal corporation (the "City"), and San Bernadino, LLC, a California limited liability company (the "Developer"), under the authority of § 65864 *et seq.* of the Government Code of the State of California and Chapter 2 of Title 11 of the Winters Municipal Code. This Agreement is effective on the date it is recorded in the Office of the County Recorder of Yolo County. The City and the Developer are sometimes referred to herein as the Parties.

FACTS AND CIRCUMSTANCES

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

1. The City of Winters is a small city in Yolo County which, among other things, prides itself in being a clean, safe, and family-friendly place to live.
2. In order to meet the needs of the City and the Developer, the Parties agree that the best method of planning the residential development of the Property owned by the Developer, commonly known as the Anderson Place Property and further described in Exhibits A and B to this Agreement, is through the use of a Development Agreement as authorized by the Planning and Zoning Law, Division 1, Chapter 4, Article 2.5(commencing with California Government Code § 65864)

[entitled "Development Agreements"] and Title 11, Chapter 2 of the Winters Municipal Code [entitled "Development Agreements"].

3. It is the intent of the Parties in entering into this Agreement to provide a mechanism by which the City's General Plan may be implemented in a manner which provides the Developer certain vested rights to develop the Anderson Place Property in exchange for planning and financial commitments by the Developer which will mitigate the impact of new development on the City's infrastructure and its ability to provide municipal services, while providing the City with sufficient discretionary control and police power authority to protect the health, safety, and general welfare.

THE PARTIES AGREE AS FOLLOWS:

TABLE OF CONTENTS

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

Article 1. Definitions

Article 2. General Provisions

Article 3. Development of the Property

Article 4. Special Development Obligations

Article 5. Default, Remedies, and Dispute Resolution

Article 6. Hold Harmless and Indemnification

ARTICLE 1
DEFINITIONS

The following words and phrases used in this Agreement shall have the meanings set forth in this Article. All words not specifically defined shall be deemed to have their common meaning and/or the meaning generally given to such words in the parlance of the planning and development of real property in the State of California.

Section 1.1 "Agreement" means this Development Agreement.

Section 1.2 "Application fees" means the amount paid by the Developer for the processing of any land use entitlement or for an amendment to this Agreement.

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

Section 1.4 "Anderson Place Property" or "The Property" means the real property which is the subject of this Agreement. It is legally identified as Yolo County Assessor's Parcel No. 003-220-22, and is more specifically shown and described in Exhibits A and B.

Section 1.5 "Anderson Place Tentative Subdivision Map" means the tentative map, and the Conditions of Approval, approved for The Property in accordance with the Subdivision Map Act and the City's Subdivision Ordinance. A copy of the Anderson Place Tentative Subdivision Map #4859 is attached as Exhibit C.

Section 1.6 "Anderson Place Subdivision" means the multi-family residential

development created by the Anderson Place Tentative Subdivision Map.

Section 1.7 "City" means the legal entity known as the City of Winters, a municipal corporation of the State of California. It includes the officers, agents, employees, bodies, and agencies of the City as the context may indicate. It also includes each person duly appointed to carry out a specific function as required in this Agreement. (E.g., the term "City Engineer" includes the person holding that title or any other person designated by the City to perform the functions set forth in the Agreement to be performed by the City Engineer.)

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

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

Section 1.10 "Conditions of Approval" means the conditions placed on the approval of the Anderson Place Tentative Subdivision Map. A copy of the Conditions of Approval is attached as Exhibit D.

Section 1.11 "Developer" means San Bernadino, LLC, a California limited liability company and/or its successor(s) in interest.

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

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

Section 1.14 "Impact Fee" means the amount paid by the Developer to mitigate the impacts of development of The Property for such things as traffic circulation, sewer and water conveyance facilities, and similar matters.

Section 1.15 "Land Use Entitlement" means either a Discretionary Approval or Ministerial Approval.

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

Section 1.17 "Mitigation Measures" means the requirements placed on the development of The Property to cure or lessen the environmental impact of a particular physical activity as identified as part of the analysis done for The Property under the California Environmental Quality Act (CEQA). The Mitigation Measures are a part of Exhibit D, Conditions of Approval.

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

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

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

their successors.

Section 1.21 "Public Improvements" or "Infrastructure" means facilities constructed for use in accommodating residential use on The Property.

Section 1.22 "Vesting law" means any state or federal law which gives the owner of real property the right to develop such property in a specified manner, which right cannot be limited or abrogated by the City.

Section 1.23 "Affiliated Entity" means any entity where members of the Developer are officers, shareholders or employees of such entity.

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

The Property to be developed under this Agreement is the property commonly known in the City of Winters as the Anderson Place Property, Yolo County Assessor's Parcel No. 003-220-22 (consisting of approximately 2.13 acres). A map showing the location and boundaries of The Property is attached as Exhibit A and a legal description describing The Property is attached as Exhibit B. In this Agreement the Anderson Place Property will, in most instances, be referred to simply as "the Property."

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

a. When fully executed, this Agreement will be recorded in the Official Records of Yolo County, pursuant to Government Code section 65868.5.

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

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-severable obligations.

a. Except as otherwise provided, the Developer shall have the right to sell, encumber, convey, assign or otherwise transfer (collectively "assign"), in

whole or in part, its rights, interests and obligations under this Agreement to a third party during the term of this Agreement.

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

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

2. The proposed assignee has adequate experience with residential developments of comparable scope and complexity to that being undertaken on The Property and has successfully completed such developments.

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

Section 2.6 Amendment of the Agreement.

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

Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

b. The provisions of Title 11, Chapter 2 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

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

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

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

Section 2.9 Notices.

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

1. Via certified U.S. Mail, return receipt requested.
2. Via an overnight mail service of the type normally used by the business community, such as Federal Express, UPS Overnight, and California Overnight.
3. By facsimile, provided a "hard" copy is sent at the same time by regular U.S. Mail.

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

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

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

San Bernadino, LLC
206 A Bulkley Avenue
Sausalito, CA 94965
Attn: Eva Brzeski
Telephone (415) 887-9300
FAX

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Entitlements.

a. The Property shall be developed under the following land use entitlements, all of which have been adopted or approved by the City Council:

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Resolution No. 2007-09 adopted on April 3, 2007).
2. This Development Agreement (Ordinance No. 2007-xx adopted May 1, 2007 and effective on June 1, 2007, (the "Enacting Ordinance")).
3. Zoning Ordinance amendment to rezone 0.71 acres from O-F to O-F PD Overlay and 1.42 acres C-2 to C-2 PD Overlay (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).
4. Anderson Place Tentative Subdivision Map, with Findings of Fact and Conditions of Approval, dividing The Property into 24 residential lots to create 28 residential units and 9 office suites, an internal roadway/parking areas ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D"). (Resolution No. 2007-10 adopted on April 3, 2007).
5. A Planned Development Permit (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).
6. Amendment of the Circulation Master Plan (May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001; City Council

Resolution 2001-61) to allow Anderson Avenue to be constructed to Collector Street improvement standards with a 50-foot right of way, 40-foot face of curb to face of curb roadway section, and 5-foot sidewalks each side to the existing Railroad Avenue roadway and to allow interim Railroad Avenue improvements to include interim landscaping within the future roadway on east side of Railroad Avenue, with a 10-foot concrete pedestrian/bike path from the northern terminus of the development to the southern terminus of the development (Resolution No. 2007-10 adopted on April 3, 2007).

7. Conditional Use Permit to allow the construction of multi-family housing in the O-F and C-2 Zones (Resolution No. 2007-10 adopted on April 3, 2007).

8. A Demolition Permit to remove one existing structure on The Property (Resolution No. 2007-10 adopted on April 3, 2007).

9. Site Plan for the design of the residences and office suites and the conceptual landscaping for the subdivision feature/green space area ("Lot B"), the Railroad Avenue frontage, and internal areas (Resolution No. 2007-10 adopted on April 3, 2007).

b. Under the provisions of Government Code § 66452.6(a), the term of the Anderson Place Subdivision Tentative Subdivision Map is co-terminus with the term of this Agreement.

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

a. Unless otherwise provided in this Agreement, the Developer shall have the vested right to develop the Property in accordance with the land use entitlements described in Section 3.1 above, and in conformity with the City rules, regulations, policies and ordinances in effect on the date of adoption of the Enacting Ordinance, regardless of subsequent amendments to the General Plan, the Zoning Ordinance, the Subdivision Ordinance, or any other ordinance, rule, or regulation adopted by the City. This vested right shall include:

1. The right to the number of residential lots, dwelling units, and the density of development (dwelling units per acre) of those units, as shown on the Anderson Place Tentative Subdivision Map.

2. Exclusion from:

a) Subsequently enacted building moratoria.

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

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

5. The Mitigation Measures.

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

Section 3.4 Rights Retained by the City.

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

1. Discretionary approvals. (The only discretionary approval contemplated at this time is site plan review (design review) pursuant to the Zoning Code.)
2. Subdivision standards in effect when a final subdivision map is approved.
3. The California Building Code, National Fire Protection Act, and local building code standards in effect at the time a building permit for a specific dwelling unit is issued.
4. Fees (including, but not limited to, fees commonly referred to as "impact fees") and charges, including, but not limited to, fees and charges for

building permits, traffic signalization, sewer infrastructure, water infrastructure, traffic and pedestrian circulation, library services, and police and fire buildings and equipment, which are in effect and collected at the time of the approval of a final subdivision map or the issuance of a building permit, as provided in this Agreement or as generally applicable throughout the City of Winters.

b. The City may make and enforce ordinances, resolutions, and other rules and regulations pertaining to the Property under its general police power, provided they are of general applicability to all developments of a similar nature in the City of Winters.

Section 3.5 Other Vesting Laws Inapplicable.

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

b. Notwithstanding subsection a., however, to the extent that a state and/or federal law becomes effective after this Agreement is recorded shall be made specifically applicable to the vested rights of landowners generally in the development of their properties, such state and/or federal law shall prevail.

c. The Developer shall not make any application to develop the Property, in whole or in part, under any vesting law, unless the right to do so is

specifically granted by state and/or federal law which becomes effective after the date of the recording of this Agreement.

Section 3.6 Commencement of Development.

a. Unless excused by the City for circumstances beyond the control of the Developer, the Developer shall, within 150 days after this Agreement is recorded, submit for review/approval by the City the final map for the Anderson Place Subdivision and accompanying subdivision improvement plans. For purposes of this subsection a., "circumstances beyond the control of the Developer" shall include, but are not limited to, inclement weather, acts of God, natural disasters, acts of the state and/or federal government, a referendum of the ordinance adopting this Agreement, or third party litigation challenging the validity of this Agreement. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally.

b. Any time limit prescribed for any action required by this Agreement shall be extended by the number of days during which circumstances beyond the control of the Developer preclude the action from being taken.

Section 3.7 Installation of Public Improvements.

Public improvements (infrastructure) in the nature of roads, sidewalks, trails, sewers, water service, third party utilities, and similar items will be constructed both on-site and off-site during the development of the Anderson Place Subdivision. When the final map for the Anderson Place Subdivision is approved, the Developer shall enter into a separate written agreement with the City by which

it contracts to build and dedicate the public improvements required. Security for the construction of the improvements shall be provided as required by law.

Section 3.8 Property for Public Improvements; Offsite Improvements.

a. The Developer shall, in a timely manner as determined by the City, and consistent with the requirements of the Anderson Place Tentative Subdivision Map, acquire the real property rights necessary to construct or otherwise provide the public improvements contemplated by this Agreement.

b. In any instance where the Developer is required to construct any public improvement on land in which neither the Developer nor City has sufficient title or interest, the Developer shall, at its sole cost and expense, obtain the real property interests necessary for the construction of such public improvements. The Developer shall exercise all reasonable efforts, as determined by the City, to acquire the real property interests necessary for the construction of such public improvements by the time the final subdivision map for the Anderson Place Subdivision is filed with the City.

c. In the event the Developer is unable to acquire the necessary property interest or interests, the City shall either a) negotiate the purchase of the necessary property interests to allow Developer to construct the public improvements as required by this Agreement, or b) if necessary, in accordance with the procedures established by law, use its power of eminent domain to acquire the Property interests. Prior to commencing negotiations, the City may require the Developer to enter into a separate agreement to provide the funding necessary to acquire the Property interests and/or to pay for the cost of any eminent domain action. Such costs include, but are not limited to, the price of the Property

acquired, and for purposes of eminent domain, the City's attorneys' fees, expert witness fees, jury fees, and related matters, and litigation expenses awarded by the court to the Property owner against the City.

Section 3.9 Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

a. In some instances, the Developer, through the process commonly referred to as "oversizing," will be required to install public improvements to a size and/or capacity greater than that which is required to serve only the residents of the Anderson Place Subdivision. These improvements will benefit other properties. In such an instance, the Developer shall be entitled to reimbursement for such oversizing from fees paid by other properties.

b. There are two sources from which the Developer may be reimbursed for oversizing:

1. By way of a separate agreement between the City and the Developer which will provide that when a particular property benefiting from the oversizing is developed, the City will require the benefiting property to reimburse the Developer its *pro rata* share of the cost of the oversizing. A written agreement under this subsection b. shall have a term of no longer than fifteen (15) years.

2. By way of the payment to the Developer from impact fees for a particular type of infrastructure (e.g., sewers) collected by the City from other properties developed in the City.

c. In any instance in which oversizing is required, the City Engineer shall identify the method of reimbursement the Developer will receive.

1. Where reimbursement involves a benefiting property to reimburse the Developer for oversizing, the City Engineer will determine the total cost of the improvement installed by the Developer, deduct the prorata share to be borne by the Property, and determine what share of the remainder is to be reimbursed by the benefiting property.

2. When the Developer will receive reimbursement from mitigation fees paid by developing properties, the City Engineer shall provide to the Developer a statement of the amount the Developer will receive and the approximate time when that amount will be paid.

d. The Developer understands and agrees that reimbursement for a particular oversized improvement will come only from other developing properties or from mitigation fees as described in subsection b.1. When reimbursement is from mitigation fees, such fees shall come only from the fund into which fees for that type of improvement are made. (Example: If an oversized sewer main is reimbursed through mitigation fees, only those fees collected for sewer improvements, and not fees from any other fund, including, but not limited to, the City's General Fund, will be used.)

1. If mitigation fees paid by others are insufficient to repay the Developer for the full cost of oversizing a particular improvement, the Developer shall have no recourse against the City.

2. If a benefiting property fails to reimburse the Developer for oversizing, the Developer shall have no recourse against the City. However, the Developer retains all rights against the benefiting property and its owners.

e. In some instances, the Developer will have agreed, under the provisions of Article 4, to pay, in advance of the time otherwise payable, certain fees which would normally be collected by the City at the time a building permit is issued. When the Developer pays such fees in advance, the Developer will be given credit against such advance each time a building permit is issued. The amount of credit will be the amount which was paid in advance and which would have otherwise been payable at the time of issuance of the building permit.

f. In the event the Developer installs an improvement for which a fee is normally collected at the time of the issuance of a building permit, the Developer shall be deemed to have paid that fee for the number of building permits which is equal to the cost of the installed improvement as determined by the City Engineer. (Example: If a fee of \$1,000 is normally collected at the time a building permit is issued for improvement X, and the Developer installs improvement X at a cost of \$20,000, then the Developer will be credited with having paid that fee for 20 building permits.)

1. The City Engineer shall have the exclusive right to interpret this section in case of any disagreements concerning its applicability.

Section 3.10 Subsequent Discretionary Approvals.

a. To the extent any discretionary approvals are required to develop the Property after this Agreement is recorded, the Developer shall apply for those approvals in the same manner as any other person applying for land use entitlements from the City. All application fees then applicable for the type of land use entitlement(s) sought shall apply. The City will review these applications in

good faith within a reasonable time to insure that the Developer may proceed to develop The Property in the manner contemplated by this Agreement.

b. The only remaining discretionary approval which is contemplated at this time is site plan review (design review) under the Zoning Ordinance.

Section 3.11 Review of Agreement.

Reviews by the City of compliance by the Developer of the terms of this Agreement shall be done as provided in Title 11, Chapter 2, Article 7 (Review) of the Winters Municipal Code.

Section 3.12 Compliance with Government Code § 66006.

As required by Government Code section 65865(e) for development agreements adopted after January 1, 2004, the City will comply with the requirements of Government Code section 66006 pertaining to the payment of fees for the development of The Property.

ARTICLE 4

SPECIFIC DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

a. The Developer acknowledges and agrees that the mitigation of the impact of The Anderson Place at Winters Subdivision on schools within the Winters Joint Unified School District is of paramount importance to the City and its residents. As a consequence, the Developer states that its intention entering into this Agreement is to mitigate the impact on schools to the greatest reasonable extent, in accordance with the terms of an agreement negotiated between the

Developer and the Winters Joint Unified School District. A copy of the agreement is attached as Exhibit E.

b. The Developer shall enter into an agreement with the Winters Joint Unified School District ("School District"), substantially in the form of Exhibit E that provides, among other matters, that the Developer will pay to the School District:

1. For each of the 28 residential units in the Anderson Place Subdivision, Level 2 fees, payable at the time of issuance of a building permit; and

2. For all units in the Anderson Place Subdivision (including the units referenced in subparagraph 1 above), except the very low income and low income affordable units, the difference between Level 3 and Level 2 fees, payable at the close of escrow.

The Developer has represented to the City that it intends to fully and faithfully perform this agreement with the School District, and the City has relied upon this representation in entering into this Development Agreement. A failure to perform the agreement, or amendments thereto, with the School District by the Developer shall be deemed to be a default of this Development Agreement and subject to the provisions of Article 5.

Section 4.2 0.52 +/- Acre Park.

a. Developer shall provide a 0.52 +/- acre neighborhood park ("the Park Obligation"). The Park Obligation consists of three components:

1. Providing land.

2. Providing infrastructure.
3. Planning, developing, and equipping the park.

b. The Parties acknowledge that it is in the best interests of the community that the City accept a sum of money which represents the monetary value of the Park Obligation rather than have the Developer include a fully operational 0.52 +/- acre park within the Anderson Place Subdivision. The payment of the Park Obligation by the Developer is in lieu of the payment of any park impact fees as provided by City ordinance.

c. Developer agrees to satisfy the Park Obligation as follows.

1. At the time of filing the final map for the Anderson Place Subdivision a payment of one hundred percent (100%) of the amount calculated by the City Engineer as set forth in e., below.

2. An additional fifty percent (50%) of the amount calculated under 1., above, payable as follows:

- a) The additional fifty percent (50%) shall be divided by the number of market rate units in the Anderson Place Subdivision (24 units). The resulting amount shall be paid each time a building permit is issued for one of the 24 market rate units.

- b) If at the end of thirty (30) months from the recording of the final map for the Anderson Place Subdivision, the full amount under this subsection 2. has not been fully paid, then the Developer shall pay the remaining amount owing within ten (10) business days of being notified by the City to do so.

(Example: If at the end of thirty (30) months, the Developer has obtained twenty (20) building permits for market rate units and has paid fees under this subsection, then the Developer, upon notice from the City, shall pay the fees owed under this subsection for the remaining four (4) market rate units.)

d. Once all amounts owed under c. above have been paid, the Developer will have satisfied the Park Obligation.

e. The Park Obligation shall be computed by the City Engineer as follows:

1. The land value will be determined by an appraisal made at the Developer's expense. The Developer shall provide to the City the names of three (3) qualified appraisers acceptable to the City who are both licensed by the State of California and members of the Appraisal Institute (MAI) and knowledgeable in appraising property similar in nature to The Property. The City shall select the appraiser to be used from the list and notify the Developer of its decision. The appraisal shall be presented to the City within ninety (90) days thereafter, unless the Parties agree to a different date. The appraisal shall determine the fair market value of 0.52 +/- acres of The Property with the development entitlements specified in this Agreement. The date of value shall be the date of the recording of this Agreement.

2. The estimated cost of the infrastructure improvements will be calculated by the City Engineer using the per acre cost of Sixty Thousand Dollars (\$60,000).

3. The estimated cost of the development of a park (including planning, developing, and equipping the same) will be calculated by the City Engineer using the per acre cost of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500).

4. To the total determined by adding the costs determined under 1., 2., and 3., above, shall be added five percent (5%) for administration, including, but not limited to, the use of eminent domain by the City as necessary to acquire park land.

Section 4.3 Advance Funding of Fees For Construction of New Water Well.

a. The Parties acknowledge that the City intends to construct a new water well near the northwest corner of the intersection of West Grant Avenue and West Main Street. In order to provide sufficient funds for the City to commence construction of this facility, the Developer shall, concurrently with the filing of the final subdivision map for the Anderson Place Subdivision pay to the City the following development fee.

1. A water facilities fee at its then current rate for all 28 residential units in the Anderson Place Subdivision.

b. Each time the Developer applies for and receives a building permit thereafter, the Developer shall be credited with the amount paid under subsection a. for each permit.

c. If, at the time of the actual issuance of a building permit, the fees payable at that time have increased since the payment made under subsection a., the Developer shall pay the difference between the two amounts.

Section 4.4 Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of The Anderson Place Subdivision per the Economic & Planning Systems reports titled "City of Winters – Anderson Place Revised Fiscal Impact Analysis", dated January 22, 2007. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

b. The funding of the annuity will be created and funded as follows:

1. From the escrow for the sale of each residential unit to a third party the Developer will pay to the City the sum of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00).

2. The City will invest the amounts received under this section in an annuity, or other similar investment, which will create a stream of income to be paid into the City's General Fund to pay for the increase in the cost of municipal services resulting from the development of the Anderson Place Subdivision

Section 4.5 Payments to Public Safety Facility and Library Fund.

a. Prior to recording of the final map for the Anderson Place Subdivision the Developer shall pay to the City the sum of Twenty-Five Thousand Dollars (\$25,000.00). This amount shall be kept in a specific designated account and used solely for constructing the new Public Safety Facility in the City of Winters.

b. Prior to recording of the final map for the Anderson Place Subdivision the Developer shall pay to the City the sum of Twenty Thousand Dollars (\$20,000.00). This amount shall be kept in a specific designated account and used solely for constructing, maintaining, and/or improving a public library facility in the City of Winters.

Section 4.6 Energy Efficiency.

In order to obtain energy efficiency in each unit with the Anderson Place Subdivision, to the maximum extent possible the techniques identified in the July 27, 2004 Planning Commission staff report on the "Proposed Energy Resolution" shall be utilized; provided, however, that the following techniques are mandatory:

a. Photovoltaic solar energy systems capable of producing 2.4 peak rated direct current (DC) kilowatts shall be installed on seven of the proposed buildings for The Project. The market rate units without photovoltaic solar energy systems shall be pre-wired for such systems and these systems shall be offered as an option to prospective buyers of these units.

b. All units shall be constructed to the Energy Star Standards as defined by the U. S. Environmental Protection Agency.

c. All units shall be built with low emission furnaces.

d. No unit shall be built with any dark colored roofing material.

ARTICLE 5

DEFAULT, REMEDIES, AND DISPUTE RESOLUTION

Section 5.1 Application of Article. The Parties agree that the following provisions shall govern the availability of remedies should either Party breach its obligations under this Agreement.

Section 5.2 City's Remedies.

a. The City's remedies under this Agreement are as follows:

1. Termination of the Agreement after giving the Developer the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Anderson Place Subdivision pending a judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. Specific performance as provided in subsection c.

4. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

5. An action for damages as provided in subsection d.

b. Default by the Developer.

1. Notice of Default. With respect to a default by the Developer under this Agreement, the City shall first submit to the Developer a

written notice of default identifying with specificity those obligations of the Developer which have not been performed. Upon receipt of the notice of default, the Developer shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default. The Developer shall complete the cure of the default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy the default(s), provided Developer has continuously and diligently pursued such remedy at all times until such default(s) is cured.

2. Procedure After Failure to Cure Default. If, after the cure period has elapsed, the City finds and determines that the Developer remains in default and the City wishes to terminate or modify this Agreement, the City Manager shall make a report to that effect to the City Council and set a public hearing before the City Council in accordance with the notice and hearing requirements of Government Code section 65868 and Section 11-2.802 of the Winters Municipal Code.

3. Modification or Termination of Agreement. If, after the public hearing, the City Council determines Developer has failed to timely cure a material breach of the obligations under this Agreement, City shall have the right to modify or terminate this Agreement.

c. Specific Performance. The City may seek specific performance to compel the Developer to do any, or all, of the following:

1. To complete or demolish any uncompleted improvements which are located on public property or property which has been offered for dedication to the public, with the choice of whether to demolish or complete such

improvements and the method of such demolition or completion of such improvements to be selected by the City in its sole discretion.

2. To dedicate and properly complete any public improvements which are required by this Agreement.

3. To complete, demolish or make safe and secure any uncompleted private improvements located on The Property with the choice of whether to demolish, complete or secure such private improvements and the method of such demolition, completion and securing such private improvements to be selected by the Developer in its sole discretion.

d. The City may institute an action for damages for the amount of any money owed to it under Article 4, or the cost of performing any act required of the Developer under Article 4, or the cost to complete any public improvements required to be installed under the final map (or any phase, if applicable) for The Anderson Place Subdivision.

Section 5.3 Developer's Remedies.

a. The Developer's remedies under this agreement are as follows:

1. An action for specific performance of an obligation of the City after giving the City the opportunity to cure a default, as provided in subsection b.

2. An action for injunctive relief to preserve the physical or legal status quo of the development of The Anderson Place Subdivision pending a

judicial determination of the rights of the Parties in the event of a dispute between the Parties as to their rights and obligations under this Agreement.

3. An action for declaratory relief to determine the rights and obligations of the Parties under this Agreement.

b. Default and Notice of Default. With respect to a default by the City under this Agreement, the Developer shall first submit to the City a written notice of default identifying with specificity those obligations of the City which have not been performed. Upon receipt of the notice of default, the City shall promptly commence to cure the identified default(s) at the earliest reasonable time after receipt of the notice of default and shall complete the cure of such default(s) not later than thirty (30) days after receipt of the notice of default, or such longer period as is reasonably necessary to remedy such default(s), provided that the City has continuously and diligently pursued such remedy at all times until such default(s) is cured.

c. Waiver of Damage Remedy. The Developer understands and agrees that the City would not be willing to enter into this Agreement if it created any monetary exposure for damages (whether actual, compensatory, consequential, punitive or otherwise) in the event of a breach by City. For the above reasons, the Parties agree that the remedies listed in subsection a. are the only remedies available to the Developer in the event of the City's failure to carry out its obligations hereunder. The Developer specifically acknowledges that it may not seek monetary damages of any kind in the event of a default by the City under this Agreement, and the Developer hereby waives, relinquishes and surrenders any right to any monetary remedy. The Developer covenants not to sue for, or claim

any monetary remedy for, the breach by the City of any provision of this Agreement, except for attorneys' fees for actions under a., above, and hereby agrees to indemnify, defend and hold the City harmless from any cost, loss, liability, expense or claim (including attorneys' fees) arising from or related to any claim brought by the Developer inconsistent with the foregoing waiver.

ARTICLE 6

HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 Limitation of Legal Relationship.

a. The Parties represent and declare that this Agreement creates no partnership, joint venture, or other legal entity between them.

b. In entering into this Agreement, the City is acting under the statutory and/or police powers which it holds as a municipal corporation of the State of California and which authorize it to regulate the development of land within its boundaries and to provide for the general health, safety and welfare.

c. In entering into this Agreement, the Developer is acting in a purely private capacity as an owner of real property within the City of Winters, which property is subject to the jurisdiction of the City acting in the capacity set forth in subsection b.

Section 6.2 No Liability for Acts of the Developer.

a. It is expressly understood that the development of The Anderson Place Subdivision is an undertaking that may create for the Developer liability to

third parties, including, but not limited to, assignees of all or part of this Agreement, buyers and lessees of residential units, building contractors and sub-contractors, and suppliers. The Developer understands and agrees that the City would not execute this Agreement if, in so doing, it created for the City any liability to any third party.

b. Consequently, the Developer, its successors, heirs, and assigns agrees to defend, indemnify, and hold harmless the City, and all its officers, agents, and employees from any claim of injury to person or property arising out of the operations of the Developer in the development of The Anderson Place Subdivision under the terms of this Agreement or otherwise.

c. Notwithstanding anything in Article 5 to the contrary, the City shall have any remedy available to it at law and/or equity to enforce the provisions of this section or to collect damages for any breach of it.

Section 6.3 Duty to Defend Challenges to this Agreement.

a. The Parties recognize that there may be third party challenges to this Agreement, relative to the procedure used to adopt it or the contents of it.

b. The Parties agree to cooperate jointly to defend any action or proceeding brought to challenge this Agreement or the ordinance adopting it.

c. In the event of any such challenge, each Party shall bear its own attorneys' fees and other litigation expenses.

d. Should the court, in any action challenging this Agreement or the ordinance adopting it, award attorneys' fees, costs and any other litigation expenses

against the City, the Developer shall be responsible for the payment of those fees, costs, and expenses, and shall hold the City harmless from any claim thereto.

e. Notwithstanding subsection b., the City may, at its sole discretion, tender the defense of any action or proceeding brought to challenge this Agreement or the ordinance adopting it to the Developer, in which event the Developer shall have the sole responsibility to defend, on behalf of itself and the City, the matter. However, nothing herein obligates the Developer, should the City tender its defense to the Developer, to defend the action if it determines that it is in its best interests not to do so.

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SIGNATURE PAGE TO FOLLOW

**DEVELOPER
SAN BERNADINO, LLC**

By: _____

Its: _____

Dated: _____

CITY OF WINTERS

By: _____
Mayor

Dated: _____

Attest: _____
City Clerk

Approved as to form:

John Wallace, City Attorney

Attorney for Developer

.....

LIST OF EXHIBITS

- EXHIBIT A Map of Anderson Place Property
- EXHIBIT B Legal Description of Anderson Place Property
- EXHIBIT C Anderson Place Tentative Subdivision Map
- EXHIBIT D Conditions of Approval, including Mitigation Measures
- EXHIBIT E School Agreement

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This Agreement was adopted by Ordinance No. 2007-xx of the City Council of the City of Winters. Ordinance No. 2007-xx was adopted on May 1, 2007 and is effective on the date it is recorded with the Yolo County Recorder.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Carol Scianna, Management Analyst *CS*
SUBJECT: Master Tree List Agenda Report

RECOMMENDATION:

Receive Master Tree List report.

BACKGROUND:

The current Winters Master Tree List was adopted February 7, 2006. The adopted master list updated our old list, by removing 5 trees and adding 35 new trees. The foundation for the updated list was 2004 City of Davis Master Tree list. I circulated the Davis list to a local certified arborist as well as through the Sacramento Tree Foundation Staff where three more arborist reviewed the list and made suggestions. The adopted current Winter's Master Tree List is a compilation of suggestions received from the four arborists. Useful features of the current list include information regarding which trees are a good choices as a street trees, those that are draught resistant trees, tree growth rates and tree crown diameter.

There is a ** to designate the California native trees on the list.

The tree rebate program was also expanded February 2006 to include trees planted in the parkway or mow strip.

FISCAL IMPACT: None

City of Winters

Master Street Tree List

Botanical Name	Common Name	Size	Flowering (F)	Ever green	Flowering	Drought Resistant	Growth Rate	Street Tree
<u>Acer buergerianum</u>	Trident Maple	M	30				M	X
<u>Acer campestre</u>	Hedge Maple	S	30				M	X
<u>Acer freemanii</u>	Maple, 'Autumn Blaze'	L	50				M	X
<u>Acer platanoides</u>	Easy Street Maple, 'Ezestre'	M	20				M	
<u>Acer rubrum</u>	Maple, 'October Glory'	M	30				M	X
<u>Acer truncatum x plat.</u>	Pacific / Norwegian Sunset Maple	M	25				M	
<u>Arbutus undoe</u>	Strawberry Tree, 'Marina'	S	20	X	X		M	X
<u>Brachychiton populneus</u>	Bottle Tree	L	60	X	X		M	X
<u>Carpinus betulus</u>	European Hornbeam	M	40				M	X
<u>Cedrus deodara</u>	Deodar Cedar	L	30	X		X	M	X
<u>Celtis australis</u>	European Hackberry	L	35				M	X
<u>Ceratonia siliqua</u>	Carob	M	25	X			M	X
<u>Cercidium x 'Desert Museum'</u>	Desert Museum Palo Verde	M	25	X		X	M	
<u>Cercis reniformis</u>	Redbud, 'Oklahoma'	S	20		X		S	X
<u>Chilopsis linearis</u>	Desert Willow	S	20		X	X	M	X
<u>Cornus controversa</u>	Giant Dogwood	M	30				S	
<u>Diospyros virginiana</u>	Persimmon (male clones)	M	20				M	
<u>Fraxinus americana</u>	White Ash, 'Autumn Purple'	L	35				M	X
<u>Fraxinus americana</u>	White Ash, 'Chicago Regal'	L	35				M	X
<u>Ginkgo biloba</u>	Ginkgo, 'Autumn Gold' (male clones)	L	30				S	X
<u>Gymnocladus dioica</u>	Kentucky Coffee Tree (male clones)	L	30				M	X
<u>Koelreuteria bipinnata</u>	Chinese Flame Tree	M	30		X		M	X
<u>Koelreuteria elegans</u>	Formosan Flame Tree / Flamegold	M	25				M	
<u>Koelreuteria paniculata</u>	Goldenrain Tree	M	30		X		M	X
<u>Lagerstroemia indica x L. fauri clones</u>	Crape Myrtle	S	20		X		M	X
<u>Laurus nobilis</u>	Grecian Laurel	M	25	X			S	X
<u>Liriodendron tulipifera</u>	Tulip Tree	L	30		X		F	
<u>Magnolia grandiflora</u>	Southern Magnolia	L	30		X		M	X
<u>Malus</u>	Flowering Crabapple, 'Snowdrift', 'Golden Raindrops'	S	20		X		M	
<u>Malus arnoldiana</u>	Arnold Crabapple	S	20		X		M	X
<u>Metasequoia glyptostroboides</u>	Dawn Redwood	L	25				M	
<u>Olea europaea</u>	Fruitless Olive, 'Swan Hill'	M	25	X			S	X
<u>Pinus canariensis</u>	Canary Island Pine	L	30	X			F	X
<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Keith Davey' (male clones)	L	30				M	X
<u>Pistacia chinensis</u>	Chinese Pistache - Fruitless Varieties Only, 'Pearl Street', 'Red Push' (male clones)	L	30				M	X
<u>Platanus acerifolia</u>	London Plane, 'Bloodgood'	L	35				M	X
<u>Platanus acerifolia</u>	London Plane, 'Yarwood'	L	35				M	X
<u>Platanus orientalis</u>	Oriental Plane	L	35				M	X

<u>Platanus x hispanica</u>	London Plane, 'Columbia'	L	30				M	X
<u>Prosopis alba</u>	Colorado Mesquite, 'Colorado'	M	25	X		X	M	
<u>Pyrus calleryana</u>	Pear, 'Trinity' and 'Chanticleer'	M	20		X		F	
<u>Quercus agrifolia</u>	Coast Live Oak	L	35	X		X	M	X
<u>Quercus buckleyi</u>	Texas Red Oak	L	35			X	M	X
* <u>Quercus douglasii</u>	Blue Oak	L	35			X	S	X
<u>Quercus frainetto</u>	Oak, 'Forest Green'	M	35			X	M	X
<u>Quercus ilex</u>	Holly Oak	L	35	X			M	
* <u>Quercus lobata</u>	Valley Oak	L	35			X	M	X
<u>Quercus robur</u>	English Oak	L	35				M	X
<u>Quercus shumardii</u>	Shumard Red Oak	L	35			X	M	X
<u>Quercus suber</u>	Cork Oak	L	35	X		X	M	X
<u>Quercus virginiana</u>	Southern Live Oak	L	35	X			M	
* <u>Quercus wislizenii</u>	Interior Live Oak	L	35	X		X	M	X
<u>Sequoia sempervirens</u>	Coast Redwood	L	25	X			F	X
<u>Syringa reticulata</u>	Ivory Silk Japanese Tree Lilac	M	20		X		M	
<u>Taxodium distichum</u>	Montezuma Bald Cypress	L	30				M	X
<u>Tilia cordata</u>	Littleleaf Linden	M	30				M	X
<u>Ulmus parvifolia</u>	Chinese Elm, Upright Varieties, 'Athena', 'Allee'	L	30				F	X
<u>Ulmus wilsoniana</u>	Hybrid Elms, 'Frontier', 'Prospector', 'Accolade', 'Pioneer'	M	25				M	X
<u>Vitex agnus-castus</u>	Chaste Tree	S	20	X		X	S	X
<u>Xylosma congestum</u>	Shiny Xylosma	S	20	X			F	
<u>Zelkova serrata</u>	Zelkova, Green Vase, Utility cut	L	35			X	M	X

Crown Diameter:

If the sun were directly above the tree, the crown diameter would be the width of the shade pattern. Estimate at full growth (about 15 years).

Size (small, medium, large):

Estimated height at maturity. May vary due to soil, climate, and other growing conditions.

Small = 15 to 25 feet

Medium = 25 to 40 feet

Large = More than 40 feet

Growth Rate (slow, moderate, fast)

Estimated growth rate per year. May vary due to soil climate, and other growing conditions.

Slow = 18 inches or less

Moderate = 18 to 30 inches

Fast = More than 30 inches

Street Tree:

Trees not marked Street Tree should not be planted in parkways or street easements.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 17, 2007
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: City Council/Staff Teambuilding Event- July 21, 2007

RECOMMENDATION:

That the City Council provide input on participation at the City Council/Staff Teambuilding Event.

BACKGROUND:

Over the past number of years, the City has periodically conducted a teambuilding event which is both a training and fun activity to build camaraderie amongst the participants. This years' event will be held on Saturday July 21, 2007.

The activities involve a variety of skill building and competition which also includes problem solving.

In past years, the City Council has served as "facilitators" of some of the activities. For this year, there is a choice for the City Council in being either a participant as part of a team or a facilitator.

Staff is asking the City Council to determine your role in this activity.

FISCAL IMPACT:

None by this action.



**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chair and Members of the Board
DATE: April 17, 2007
THROUGH: John W. Donlevy, Jr., Executive Director
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Rotary Park Prefabricated Restroom RFP

RECOMMENDATION:

Staff recommends that the Community Development Agency authorize the release of a Request for Proposals, 04/17/2007, Rotary Park – Prefabricated Restroom. Funds for the Rotary Park Master Plan have been in the budget for the last year, with approximately \$132,000 remaining in the budget.

BACKGROUND:

The previously presented Rotary Park Architect's Opinion of Probable Costs, Phase 1, included a labor and materials cost estimate of \$80,000 for the manufacture and installation of a prefabricated restroom.

Attached is the RFP for said Prefabricated Restroom. Staff is anticipating the process to take approximately 6 weeks and will present a recommendation in June 2007

FISCAL IMPACT:

None by this action

City of Winters
Request for Proposals
04-17-2007

Rotary Park – Prefabricated Restroom

The City of Winters is soliciting Proposals from California licensed contractors who are capable of manufacturing and installing a restroom facility at the designated location at the City owned property, Rotary Park.

After reviewing the information submitted in response to this Request for Proposals, the City of Winters expects to enter into a contract with the firm whose proposal best meets the City's requirements.

I. Project Description

The proposed Rotary Park Master Plan Implementation Project is located at the Southeast corner of Rotary Park, which is bordered by Railroad Avenue, East Main Street, and Elliot Street. The City of Winters proposes to locate a restroom building at the project site.

Proposal is to furnish and install two-restroom (single user) building with maintenance/mechanical closet in center of building, with closet accessed through front of building (same as restrooms). Restroom walls shall be constructed of Concrete Masonry Units (CMU's). Doors shall be metal, galvanized and primed with two coats of paint. The roof shall be a pitched metal roof. Design should include a post & beam covered entry – 4-foot roof extension.

Design options to include electrical service panel. Plumbing fixtures to be stainless steel with hand dryers, soap dispensers, stainless steel mirror, sanitary napkin receptacle, toilet paper dispenser, and seat cover dispensers to utilize vandal resistant technology (recessed where possible). Manufacturer to provide hose bib and locate electrical panel in mechanical closet.

Each restroom shall be supplied with floor drains connected to sewer. The interior of the restrooms shall be sloped to the floor drains.

The building shall meet the current Uniform Building Code (UBC), including seismic restraints. The building shall meet all local building codes, fire, NEC, and Environmental Health Codes, and meet all ADA guidelines, interior and exterior. Restrooms shall carry a one-year warranty against defects.

The general prevailing wage rates for each craft, classification, or type of workman shall be a determined by the Director of Industrial Relations.

The project is funded by Redevelopment Agency funds with a total project budget of \$80,000.

II. Criteria for Evaluating Proposals
(Not in any specific order of rank)

- a. Adequately satisfy the City of contractor's qualifications and expertise in executing the proposed project.
- b. Ability to meet project design guidelines
- c. Pricing of overall project
- d. Ability to meet desired timelines
- e. Meeting all required liability insurances

III. Process

Sealed proposals from interested contractors must be submitted by 3:00 p.m. on May 14, 2007, to:

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

Incomplete or late proposals will not be considered

Proposals must identify, at a minimum:

- a. Company name, address and name of the contact person.
- b. Firm, fixed price for all services provided.
- c. Any previous experience on pertinent projects and qualifications of the firm.

- d. Statement covering the ability to meet the City's desired timelines.
- e. Indicate State of California Contractor's License & number.
- f. An authorized company representative must sign proposal.
- g. Schedule for completing the work, with start and completion date clearly defined.
- h. Pictures of representative facilities

Firm/Contractor, after notice of award and prior to execution of contract must provide copies of all required insurance forms (A, B, and C of the City's Indemnification and Insurance documents).

Because the RFP process may result in a negotiated contract, all pricing information will remain confidential until after the award is made and there will be no public opening and reading of the proposals.

The City of Winters reserves the right to cancel in whole, or in part, this RFP.

- IV. Responses to the RFP must clearly designate, by name, who, at the firm, will receive offers and counter-offers. The person named will be an authorized agent able to conduct negotiations or written offers in good faith.

V. Schedule:

- 1. RFP presented to City Council on April 17, 2007
- 2. Proposals are due by 3:00 p.m. on May 14, 2007
- 3. Project awarded decision expected by May 31, 2007
- 4. Project completion expected by September 30, 2007

V. Contact Persons

Questions concerning proposal conditions, timeline, and specification shall be in writing and faxed to:

Dan Maguire
Housing Programs Manager
City of Winters
530-795-4935

Questions concerning proposal submittal shall be addressed to:

Dan Maguire
Housing Programs Manager
City of Winters
530-795-4910 Ext. 118

APPENDIX

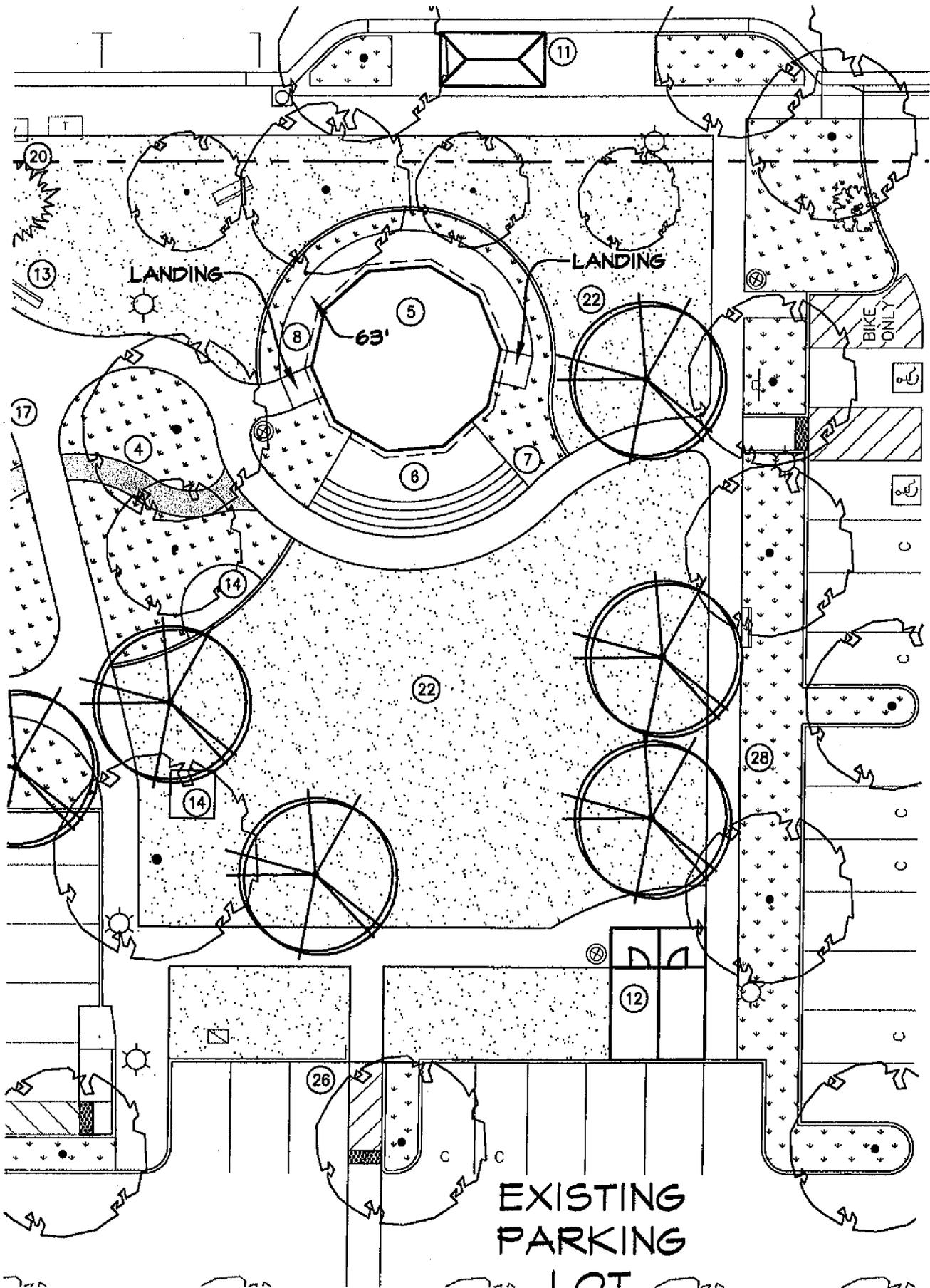
ROTARY PARK MASTER PLAN PHASE 1.....EXHIBIT "A"
VICINITY MAP.....EXHIBIT "B"
INDEMINIFICATION AND INSURANCE.....EXHIBIT "C"
LIST OF MANUFACTURERS RECEIVING RFP.....EXHIBIT "D"

ROTARY PARK MASTER PLAN PHASE 1.....EXHIBIT "A"

LANDSCAPE ARCHITECT'S OPINION OF PROBABLE CONSTRUCTION COSTS FOR PHASED INSTALL/
 PROJECT: ROTARY PARK, WINTERS
 PURPOSE: PROJECT BUDGETING
 BASED ON PRELIMINARY MASTER PLAN DATED OCTOBER 25, 2006
 PREPARED BY: C. Sullivan
 LAST REVISED: January 16, 2007

PHASE 1-Restroom, Gazebo and Drinking Fountains

Item	Description	Qty	Units	Unit Cost	Total-Materials & Labor	Total Materials Only	Notes
Site Mobilization & Demolition:							
1	Site Mobilization	1	LS	\$ 5,000	\$ 5,000		
2	Cleaning & Removals	1	LS	\$ 6,000	\$ 6,000		
					Site Mobilization & Demolition Sub-Total:	\$ 11,000	\$
Grading & Drainage:							
3	Finish Grading	1	LS	\$ 2,000	\$ 2,000		
4	Staking	1	LS	\$ 1,000	\$ 1,000		
					Grading & Drainage Sub-Total:	\$ 3,000	\$
Site Utilities:							
5	Sewer (restroom, drinking fn)	200	LF	\$ 40	\$ 8,000	\$ 2,000	
6	Domestic Water Service w/ meter, backflow preventor	1	LS	\$ 3,000	\$ 3,000		
7	Domestic water line (restroom, drinking fn)	200	LF	\$ 20	\$ 4,000	\$ 1,600	
					Site Utilities Sub-Total:	\$ 15,000	\$ 3,600
Irrigation							
8	Irrigation System	2,000	SF	\$ 3	\$ 6,000	\$ 1,000	
					Irrigation Sub-Total:	\$ 6,000	\$ 1,000
Hardscape							
9	Concrete Flatwork (walk to Gazebo, drinking fn)	1,300	SF	\$ 7	\$ 9,100	\$ 2,100	
10	Concrete Mowcub	95	LF	\$ 25	\$ 2,375	\$ 250	
					Hardscape Sub-Total:	\$ 11,475	\$ 2,350
Site Furnishings							
11	Restroom Structure (Pre-fabricated)	1	LS	\$ 80,000	\$ 80,000	\$ 80,000	
12	Rotary Drinking Fountain (installation only)	1	LS	\$ 1,000	\$ 1,000		
					Site Furnishings Sub-Total:	\$ 81,000	\$ 80,000
Gazebo							
13	New Ramp at 3% Slope	320	SF	\$ 40	\$ 12,800	\$ 3,700	
14	Stage Extension	188	SF	\$ 16	\$ 3,008	\$ 2,200	
15	Gazebo Steps	165	LF	\$ 43	\$ 7,095	\$ 1,000	
16	Hand rails (at ramp and new stage/steps)	160	LF	\$ 40	\$ 6,400	\$ 3,000	
					Gazebo Sub-Total:	\$ 29,303	\$ 9,900
Planting - optional							
17	15 Gal Trees	5	EA	\$ 175	\$ 875	\$ 300	
18	Shrubs & Groundcover	500	SF	\$ 3	\$ 1,500	\$ 500	
19	Sod	500	SF	\$ 1	\$ 625	\$ 200	
20	Soil Preparation	3,000	SF	\$ 0.4	\$ 1,200	\$ 200	
					Planting Sub-Total:	\$ 4,200	\$ 1,200
Site Electrical:							
21	Electrical Connection-restroom	1	LS	\$ 4,000	\$ 4,000	\$ 2,000	
					Site Electrical Sub-Total:	\$ 4,000	\$ 2,000
Maintenance:							
22	60-Day Maintenance Period	1	LS	\$ 3,000	\$ 3,000		
23	6' Temporary Construction Fence (renew)	1	LS	\$ 2,000	\$ 2,000	\$ 2,000	
					Maintenance Sub-Total:	\$ 5,000	\$ 2,000
Sub-Total Cost					\$ 169,978	\$ 102,050	
(20%) CONTINGENCY					\$ 33,996	\$ 20,410	
TOTAL CONSTRUCTION COST					\$ 204,000	\$ 122,000	



INDEMNIFICATION AND INSURANCE.....EXHIBIT "C"

- (1) Contractor agrees to indemnify and save harmless the City, its officers, agents and employees from and against any and all claims, demands, losses or actions brought by any person or persons for or on account of any injuries or damages sustained or arising in the execution of the work or in consequence thereof.
- (2) Contractor, at its sole expense, must obtain and maintain throughout the term of this contract, a policy of Comprehensive General Liability Insurance, with a combined aggregate of no less than \$1,000,000.
- (3) Contractor must obtain and maintain in force Worker's compensation Insurance as required by law to protect Contractor and its employees.
- (4) Contractor, at its sole expense, must obtain and maintain throughout the term of this contract, a policy of Automobile Liability Insurance, with a combined aggregate of no less than \$1,000,000.
- (5) Contractor shall file with the City immediately after receiving the notice of award and prior to execution of contract, copies of all required insurance forms per attached exhibits.

EXHIBIT C-1 - General Liability Endorsement
EXHIBIT C-2 - Automobile Liability Endorsement
EXHIBIT C-3 - Worker's Compensation/Employer's
Liability Endorsement

EXHIBIT "C-1"

GENERAL LIABILITY ENDORSEMENT

_____ ("the Agency")

ATTN: _____

A. POLICY INFORMATION Endorsement # _____

- 1. Insurance Company _____
Policy Number _____
- 2. Policy Term (From) _____ (To) _____
Endorsement Effective Date _____
- 3. Named Insured _____
- 4. Address of Named Insured _____
- 5. Limit of Liability Any One Occurrence/Aggregate \$ _____
- 6. Deductible of Self-Insured Retention (Nil unless otherwise specified) _____
\$ _____

- 7. Coverage is equivalent to:
 - Comprehensive General Liability form
GL0002 (Ed 1/73) _____
 - Commercial General Liability
"occurrence" form CG 0001 _____
 - Commercial General Liability
"claims-made" form CG 0002 _____

- 8. Bodily Injury and Property Damage Coverage is:
 - _____ "occurrence"
 - _____ "claims-made"
 - If claims-made, the retroactive date is _____

NOTE: The Agency's standard insurance requirements specify "occurrence" coverage.
"Claims-made" coverage requires special approval.

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

- 1. **INSURED.** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from:
(a) activities performed by or on behalf of the Named Insured, (b) products and completed operations of the Named Insured, or (c) premises owned, leased or used by the Named Insured.

2. CONTRIBUTION NOT REQUIRED. As respects: (a) work performed by the Named Insured for or on behalf of the Agency; or (b) products sold by the Named Insured to the Agency; or (c) premises leased by the Named Insured from the Agency, the insurance afforded by this policy shall be primary insurance as respects the Agency, its elected or appointed officers, officials, employees or volunteers; or stand in an unbroken chain of coverage excess of the Named Insured's schedule underlying primary coverage. In either event, any other insurance maintained by the Agency, its elected or appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute to it.

3. SCOPE OF COVERAGE. This policy, if primary, affords coverage at least as broad as:

(1) Insurance Services Office form number GL 0002 (Ed. 1/73), Comprehensive General Liability Insurance and Insurance Services Office form number GL 0404 Broad Form Comprehensive General Liability endorsement; or

(2) Insurance Services Office Commercial General Liability Coverage, "occurrence" form CG 0001 or "claims-made" form CG 0002; or

(3) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding sections (1) and (2).

4. SEVERABILITY OF INTEREST. The insurance afforded by this policy applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provision of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees or volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

Attn: _____
(Title) (Department)

(Company)

(Street Address)

(City) (State) (Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print/type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

SIGNATURE OF AUTHORIZED REPRESENTATIVE (original
signature required on endorsement furnished to the Agency)

ORGANIZATION: _____ TITLE: _____
ADDRESS: _____ TELEPHONE: _____

EXHIBIT "C-2"
AUTOMOBILE LIABILITY ENDORSEMENT
_____ (the " Agency")

ATTN: _____

- A. POLICY INFORMATION Endorsement # _____
1. Insurance Company _____
Policy Number _____
 2. Policy Term (from) _____ (to) _____
Endorsement Effective Date _____
 3. Named Insured _____
 4. Address of Named Insured _____
 5. Limit of Liability Any One Occurrence/Aggregate \$ _____
 6. Deductible of Self-Insured Retention (Nil unless otherwise specified):
\$ _____

B. POLICY AMENDMENTS

This endorsement is issued in consideration of the policy premium. Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. **INSURED.** The Agency, its elected or appointed officers, officials, employees and volunteers are included as insureds with regard to damages and defense of claims arising from: the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Named Insured, regardless of whether liability is attributable to the Named Insured or a combination of the Named Insured and the Agency, its elected or appointed officers, officials, employees or volunteers.
2. **CONTRIBUTION NOT REQUIRED.** As respects work performed by the _____ Named Insured for or on behalf of the Agency, the insurance afforded by this _____ policy shall: (a) be primary insurance as respects the Agency, its elected or _____ appointed officers, officials, employees or volunteers; or (b) stand in an unbroken chain of coverage excess of the Named Insured's primary coverage. In either event, any other insurance maintained by the Agency, its elected or _____ appointed officers, officials, employees or volunteers shall be in excess of this insurance and shall not contribute to it.
3. **SCOPE OF COVERAGE.** This policy, if primary, affords coverage to the _____ Named Insured at least as broad as:
 - (1) Insurance Services Office form number CA 0001 (Ed. 1/78), Code 1 ("any auto") and endorsement CA 0025.
 - (2) If excess, affords coverage which is at least as broad as the primary insurance forms referenced in the preceding section (1).
4. **SEVERABILITY OF INTEREST.** The insurance afforded by this policy _____ applies separately to each insured who is seeking coverage or against whom a claim is made or a suit is brought, except with respects to the Company's limit of liability.

5. PROVISIONS REGARDING THE INSURED'S DUTIES AFTER ACCIDENT OR LOSS. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its elected or appointed officers, officials, employees of volunteers.

6. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail return receipt requested has been given to the Agency. Such notice shall be addressed as shown in the heading of this endorsement.

C. INCIDENT AND CLAIM REPORTING PROCEDURE

Incidents and claims are to be reported to the insurer at:

ATTN: _____

(Title)

(Department)

(Company)

(Street Address)

(City)

(State)

(Zip Code)

(Telephone Number)

D. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print, type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature of Authorized Representative (original signature
required on endorsement furnished to the Agency)

Organization: _____ Title: _____

Address: _____ Telephone: _____

EXHIBIT "C-3"

WORKERS' COMPENSATION/EMPLOYERS LIABILITY ENDORSEMENT

_____ ("the Agency")

Attn: _____

A. POLICY INFORMATION Endorsement # _____

1. Insurance Company _____ ("The Company");
Policy Number _____
2. Effective Date of this Endorsement _____
3. Named Insured _____
4. Employer's Liability Limit (Coverage B) _____

B. POLICY AMENDMENTS

In consideration of the policy premium and notwithstanding any inconsistent statement in the policy to which this endorsement is attached or any other endorsement attached thereto, it is agreed as follows:

1. CANCELLATION NOTICE. The insurance afforded by this policy shall not be suspended, voided, canceled, reduced in coverage or in limits except _____ been given to the Agency. Such notice shall be addressed as shown in the _____ heading of this endorsement.

2. WAIVER OF SUBROGATION. The Insurance Company agrees to waive all rights of subrogation against the Agency, its elected or appointed officers, officials, agents and employees for losses paid under the terms of this policy which arise from work performed by the Named Insured for the Agency.

C. SIGNATURE OF INSURER OR AUTHORIZED REPRESENTATIVE OF THE INSURER

I, _____ (print or type name), warrant that I have authority to bind the below listed insurance company and by my signature hereon do so bind this company.

Signature of Authorized Representative (original signature
required on endorsement furnished to the Agency)

Organization: _____ Title: _____
Address: _____ Telephone: _____

LIST OF MANUFACTURERS RECEIVING RFP.....EXHIBIT "D"

<u>Manufacturer</u>	<u>Location</u>
Romtec	Roseburg, Oregon
The Public Restroom Company	Reno, Nevada
Restroom Facilities Limited	Reno, Nevada



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: April 17, 2007

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

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Treasurer Report for February 28, 2007

RECOMMENDATION:

The City Council receives and file the City of Winters Treasurer's Report for February 28, 2007

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements and fund balances be submitted to the City Council for review.

General Fund:

General Fund revenues are 54% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property tax has been received from the county and is 55% of the budgeted amount..
- The first installment of Property tax in lieu of sales tax has been received from the county and is 49% of the budgeted amount, the true up (a small deduction) for the over estimation of this funding from 05-06 is included in this first installment.
- The first installment of Property tax in lieu of VLF has been received from the county and is 55% of the budgeted amount.
- Sales and Use Taxes are remitted to the City two (2) months after they are received by the State Board of Equalization.
- Municipal Services Tax collections are 58% of budgeted.
- Building permit fees collected are 62% of budgeted, while the building permit supplement fee is 72% of budgeted

General Fund Expenditures are 52% of the budgeted expenditures. Staff is continuing to be frugal in expenditures.

Other Funds:

Fund 211: Expenditures are 52% of budgeted and the first installment of the City Wide Assessment fee has been received from the county and is 30% of the budgeted amount.

Fund 221: Expenditures are 52% of budgeted.

Fund 231: Expenditures are 52% of budgeted.

Fund 251: Expenditures are over budget due the traffic survey undertaken for the police department.

Funds 701 and 711: The first installment on property taxes has been received in and are 61% and 59% of budgeted. Expenditures for these funds are 78% of budget for the Community Development Increment fund due to funding the swimming pool in advance of receiving the funds from the developers. The Low income housing expenditures are 75% of budget due to the commencement of the Winters Apartments II (The CHOC) project.

Fund 611: Revenues are 68% of budget, and Expenditures are 56% of budgeted.

Fund 621: The Sewer O & M fund expenditures are 61% of budgeted while revenues are 67% of budgeted. .

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances
Balance on Hand as of February 28, 2007

Fund#	Fund Description	Balance 6/30/2006	Balance 2/28/2007
101	GENERAL FUND	\$ 2,888,327	\$ 2,654,695
208	FIRST TIME HOMEBUYER	72,860	75,576
211	CITY WIDE ASSESMENT	65,560	(8,072)
212	FLOOD ASSESSMENT DISTRICT	3,303	3,426
221	GAS TAX	(73,474)	(44,442)
223	PERS TRUST FUND	352,008	365,130
231	STATE COPOS 1913	172,342	193,272
243	COPS MORE GRANT	1,475	1,529
251	TRAFFIC SAFTEY	157,185	142,635
252	ASSET FORFEITURE	13,008	14,023
254	VEHICLE THEFT DETERRENT	26,349	27,331
261	TRAFFIC CONGESTION RELIEF	22,601	82,921
264	SAFE ROUTE TO SCHOOL GRANT		(23,813)
271	PROPOSITION 40 GRANT	(44,000)	
274	PARK GRANT	(531)	(531)
291	BEVERAGE RECYLING FUND	12,265	12,584
294	TRANSPORTATION(INCLUDING BUS S	153,117	21,571
298	WORKFORCE GRANT	13,902	13,253
299	AFTERSCHOOL PROGRAM		(16,393)
313	STBG 96-1043	1,274	
322	EDBG 96-405 CRADWICK BUILDING	(1,274)	
351	RLF HOUSING REHABILITATION	23,704	27,104
352	RLF AFFORDABLE HOUSING	21,371	23,900
355	RLF SMALL BUSINESS	139,542	165,269
411	STREET IMPACT FEE	1,143,120	1,357,356
412	STORM IMPACT FEE	128,655	133,740
413	PARKS AND RECREATION IMPACT FE	813,932	77,201
414	POLICE SAFTEY IMPACT FEE	239,375	286,485
415	FIRE IMPACT FEE	173,327	212,376
416	GENERAL FACILITIES IMPACT FEE	228,860	287,484
417	WATER IMPACT FEE	438,416	517,923
418	SEWER IMPACT FEE	640,353	776,142
421	GENERAL FUND CAPITAL	497,294	515,832
422	LANDFILL CAPITAL	350,257	353,900
424	PARKS AND RECREATION CAPITAL	127,984	37,132
427	CAPITAL EQUIPMENT FUND	232,302	429,198
429	SERVICE RESERVE	500,000	518,638
481	GENERAL PLAN 1992 STUDY	(616,187)	(580,198)
482	FLOOD CONTROL STUDY	1,118	1,160
492	RAJA STORM DRAIN	33,712	34,955
494	CAPITAL ASSET RECOVERY FEE	49,321	54,624
496	STORM DRAIN NON FLOOD	202	209
501	GENERAL DEBT SERVICE	66,349	68,630
502	GENERAL LTD		153
611	WATER O & M	173,692	177,434
612	WATER RESERVE	36,564	38,254
621	SEWER O & M	333,751	111,583
623	SEWER BOND	188,790	207,095
651	CENTRAL SERVICES	5,879	900
701	REDEVELOPMENT	2,287,113	1,599,982
702	RDA PROJECT AREA	2,581,588	2,146,969
711	REDEVELOPMENT LIH	550,091	559,177
712	RDA HOUSING PROJECT FUND	2,707,948	1,282,146
751	REDEVELOPMENT LTD	6,748	18,630
821	WINTERS LIBRARY	442,382	458,872
831	SWIM TEAM	73,465	84,860
	Total Cash	<u>\$ 18,457,315</u>	<u>\$ 15,499,810</u>

City of Winters
 General Fund Revenue Summary
 July 1, 2006 through February 28, 2007

% of Year Complete 67%

G/L Code	Account Description	Budget FY 06-07	February Actual	Year to Date Revenues	% of Budget Received
101-41101	Property Tax	\$ 635,680		\$ 352,430	55%
101-41102	Property Tax in Lieu of Sales Tax	91,415		45,115	49%
101-41103	Property Tax in Lieu of VLF	445,055		245,595	55%
101-41401	Sales & Use Tax	270,000	25,300	134,366	50%
101-41402	Prop 172	24,000		15,357	64%
101-41403	Franchise Fee	167,000		66,974	40%
101-41404	Property Transfer Tax	15,000	227	11,423	76%
101-41405	Utility Tax	377,822	35,858	208,471	55%
101-41406	Municipal Services Tax	277,200	23,210	185,225	67%
101-41408	TOT Tax	3,800		1,576	41%
101-41511	Off-Highway VLF	200			0%
101-46101	Building Permit Surcharge	97,611	1,151	69,876	72%
101-41407	Business Licenses	19,000	3,367	23,406	123%
101-46102	Building Permits	54,471	976	34,029	62%
101-46103	Encroachment Permit	1,000	25	200	20%
101-46104	Other Licenses & Permits	28,087	950	20,830	74%
101-41507	Motor Vehicle in Lieu	59,000	4,400	34,328	58%
101-41509	Homeowners Property Tax Relief	18,368		8,603	47%
101-48106	Post Reimbursement	3,000	66	2,694	90%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	100	3	146	146%
101-42103	Plan Check Fees	39,874	2,100	21,868	55%
101-42104	Planning Application Fees	5,000		1,778	36%
101-42105	Sales of Maps and Publications	150		213	142%
101-42108	Police Reports		16	478	
101-42109	Fingerprint Fees	5,000	191	2,052	41%
101-42111	Towing/DUI Reimbursement	2,000	175	1,265	63%
101-42112	Ticket Sign Off Fees			150	
101-42201	Recreation Fees	4,000		2,766	69%
101-42202	Drama Revenue Fees		280	280	
101-42203	Youth Drama Revenues	3,000	2,502	4,302	143%
101-42205	Basketball Revenues	3,000		4,690	156%
101-42211	Pool Ticket Sales	1,000			0%
101-42301	Park Rental	500	15	270	54%
101-42302	Library Hall Rental	1,500	15	356	24%
101-42303	Community Center Rental	14,000	230	9,806	70%
101-42304	Community Center Insurance Collected	250		2,444	978%
101-44101	Rents/Leases Revenues	20,000	3,628	27,123	136%
101-43110	Fines-No Building Permits	750		1,017	136%
101-44102	Interest Earnings	97,400	324	35,932	37%
101-46106	Reinspect Fee	50			0%
101-49102	Reimbursements/Refunds		352	2,288	
101-49104	Miscellaneous Revenues	20,000	60	47,171	236%
101-49106	Cash Over/Short			-1	
101-49108	Commissions on Coke Machine	100		45	45%
101-49109	Developer Planning Reimbursement	78,592		15,411	20%
101-49111	Fireworks Contributions	3,000		2,666	89%
101-49999	Interfund Operating Transfer	160,000			0%
Total General Fund Revenues		<u>\$3,046,975</u>	<u>\$105,421</u>	<u>\$1,645,014</u>	<u>54%</u>

City of Winters
 Summary of Revenues
 July 1, 2006 through February 28, 2007

		% of Year Complete				67%
Fund#	Fund Description	Budget FY 06-07	February Revenues	Year to Date Revenues	Amount of Budget to be Received	% of Budgeted Revenues Received
101	General Fund	\$ 3,046,975	\$ 104,434	\$ 1,645,012	\$ 1,401,963	54%
106	Monitoring Fee	203,133		1,967	201,166	1%
211	City Wide Assessment	319,112		94,309	224,803	30%
212	Flood Assessment District	142		89	53	63%
221	Gas Tax	130,508		80,324	50,184	62%
223	PERS Trust Fund	15,136		9,502	5,634	63%
231	State COPS AB1913	106,450	100,218	103,670	2,780	97%
243	'96 COPS MORE Grant	43		39	4	91%
251	Traffic Safety	11,590	350	19,704	-8,114	170%
252	Asset Forfeiture	559		882	-323	158%
254	Vehicle Theft Deterrent	7,133		711	6,422	10%
261	Traffic Congestion Relief	30,110		60,088	-29,978	200%
262	Street Grants	748,000			748,000	
271	Prop 40 Grant	44,000		44,000		100%
274	Park Grant			3,472	-3,472	
291	Beverage Recycling	5,430		5,302	128	98%
294	Transportation	356,907		3,201	353,706	1%
297	Jobs Housing Balance Grant	15,000			15,000	
298	Workforce Grant			10,333	-10,333	
311	STBG 700 Housing	7,101	1,465	6,324	777	89%
313	STBG 96-1043 Housing & Public W	7,645	727	4,469	3,176	58%
321	EDBG 99-688 Buckhorn	16,168	1,450	13,569	2,599	84%
322	EDBG 96-405 Cradwick			2,109	-2,109	
351	RLF Housing Rehab	3,854	1,178	3,776	78	98%
352	RLF Affordable Housing	5,104	288	3,775	1,329	74%
355	RLF Small Business		2,177	24,278	-24,278	
411	Street Impact Fee	1,104,143		202,470	901,673	18%
412	Storm Drain Impact Fee	9,081		4,323	4,758	48%
413	Parks & Recreation Impact Fee	5,836,593		95,695	5,740,898	2%
414	Public Safety Impact Fee	963,755		91,275	872,480	9%
415	Fire Impact Fee	1,009,496		39,065	970,431	4%
416	General Facilities Impact Fee	1,612,244		56,290	1,555,954	3%
417	Water Impact Fee	302,022		77,824	224,198	26%
418	Sewer Impact Fee	2,379,551		133,385	2,246,166	6%
421	General Fund Capital	221,595		13,423	208,172	6%
422	Landfill Capital	15,304		9,322	5,982	61%
424	Parks & Recreation Capital	1,609,803		32,832	1,576,971	2%
427	Capital Equipment	114,072		113,844	228	100%
481	General Plan 1992	119,900		35,989	83,911	30%
482	Flood Control Study	48		30	18	63%
492	RAJA Storm Drain	1,463		905	558	62%
494	CARF	6,250	150	4,796	1,454	77%
495	Monitoring Fee	119,900		35,989	83,911	30%
496	Storm Drain Non-Flood	9		5	4	56%
501	General Debt Service	1,684		1,786	-102	106%
502	General LTD			4	-4	
611	Water O & M	692,383	56,385	474,043	218,340	68%
612	Water Reserve	3,351	1,242	8,435	-5,084	252%
621	Sewer O & M	822,554	67,565	550,838	271,716	67%
623	Sewer Bond	37,550		17,638	19,912	47%
701	Community Redevelopment	1,493,060		910,942	582,118	61%
702	RDA Project Area Fund	138,767		43,202	95,565	31%
711	Community Redevelopment LIH	364,556		216,630	147,926	59%
712	RDA Housing Project Area	115,495		93,498	21,997	81%
751	Community Redevelopment LTD	14,992	11,630	15,679	-687	105%
821	Winters Library	223,022		11,941	211,081	5%
831	Swim Team	65,350		63,342	2,008	97%
Total Revenues		\$24,478,093	\$ 349,259	\$ 5,496,345	\$ 18,981,748	22%

City of Winters
 Summary of Expenditures
 July 1, 2006 through February 28, 2007

		% of Year Complete					67%
Fund#	Fund Description	Budget FY 06-07	February Actual	Year to Date Actual	Unused Budget	% of Budget Used	
101	General Fund Expenditures by Department						
110	City Council	\$ 2,387	\$ 26	\$ 367	\$ 2,020	15%	
120	City Clerk	15,146	5,990	9,765	5,381	64%	
130	City Treasurer	333	28	229	104	69%	
150	City Attorney	114,863	5,150	39,394	75,469	34%	
160	City Manager	27,123	1,856	15,331	11,792	57%	
170	Administrative Services	152,986	9,647	89,945	63,041	59%	
180	Finance	3,960	148	2,321	1,639	59%	
210	Police Department	1,604,569	115,050	997,933	606,636	62%	
310	Fire Department	376,300		125,433	250,867	33%	
410	Community Development	433,470	24,820	218,933	214,537	51%	
420	Building Inspections	122,237	8,187	79,111	43,126	65%	
610	Public Works-Administration	404,563	17,251	147,510	257,053	36%	
660	Public Works-Streets		-3,269				
710	Recreation	136,144	1,861	44,160	91,984	32%	
720	Community Center	96,937	6,499	50,971	45,966	53%	
999	Transfers Out	68,461			68,461		
	Total General Fund Expenditure	\$ 3,491,018	\$193,244	\$1,821,403	\$ 1,669,615	52%	
211	City Wide Assessment	318,682	20,662	167,207	151,475	52%	
221	Gas Tax Fund	125,272	9,806	64,603	60,669	52%	
231	State COPS 1913	201,663	9,731	84,473	117,190	42%	
243	'96 COPS MORE Grant	600			600		
251	Traffic Safety	17,000	12,676	31,493	-14,493	85%	
261	Traffic Congestion Relief	5,000			5,000		
262	Street Grants	748,000			748,000		
291	Beverage Recycling Grant	8,000	603	5,109	2,891	64%	
294	Transportation	304,769	6,895	142,753	162,016	47%	
298	Workforce Housing	15,000		10,982	4,018	73%	
311	STBG 700 Housing Rehab	7,101	1,465	6,324	777	89%	
313	STBG 96-1043 Housing & Public Works	7,645	727	5,743	1,902	75%	
321	EDBG 99-688 Buckhorn	16,168	1,450	13,569	2,599	84%	
322	EDBG 405-Cradwick			835	-835		
352	RLF Affordable Housing			1,450	-1,450		
411	Street Impact Fee	416,832		41	416,791		
412	Storm Drain Impact Fee	68,556		560	67,996	1%	
413	Park & Recreation Impact Fee	880,971		838,061	42,910	95%	
414	Public Safety Impact Fee	489,297	98	32,796	456,501	7%	
415	Fire Impact Fee	464,697	98	1,329	463,368		
416	General Facility Impact Fee	8,697		19	8,678		
417	Water Impact Fee	68,607	764	2,794	65,813	4%	
418	Sewer Impact Fee	3,896,658	868	3,866	3,892,792		
421	General Fund Capital	38,556			38,556		
422	Landfill Capital	17,650		4,564	13,086	26%	
423	Street Capital	60,000			60,000		
424	Parks & Recreation Capital	1,725,000		125,000	1,600,000	7%	
427	Equipment Replacement Fund	110,500	26,222	103,769	6,731	94%	
492	RAJA Storm Drain Capital	1,098,808		7	1,098,801		
494	CARF	40,000			40,000		
495	Monitoring Fee	119,900		35,989	83,911	30%	
611	Water O & M	784,969	55,186	438,594	346,375	56%	
612	Water Reserve			4,429	-4,429		
621	Sewer O & M	1,175,421	82,490	722,290	453,131	61%	
623	Sewer Bond	11,500		3,000	8,500	26%	
651	Central Service Overhead		-3,520	-3,360	3,360		
701	Community Redevelopment	2,135,474	268,569	1,659,407	476,067	78%	
702	RDA Project Area Fund	2,437,426	2,298	507,043	1,930,383	21%	
711	Community Redevelopment LIH	324,057	70,996	244,447	79,610	75%	
712	LIH Bond Proceeds	1,450,000		1,391,409	58,591	96%	
751	Community Redevelopment LTD			11,425	-11,425		
831	Swim Team	63,054		51,802	11,252	82%	
	Total Expenditures	\$23,221,009	\$761,328	\$8,535,225	\$14,685,784	37%	

City of Winters
Fund Balances Report
Estimated Fund Balance as of February 28, 2007

Fund#	Fund Description	Audited Fund Balance 6/30/2006	Current Year Revenues	Current Year Expenditures	Transfers In/(Out)	Estimated Ending Fund Balance	Change From 6/30/2006
101	General Fund	\$ 2,731,636	\$1,645,012	\$ 1,821,404	\$ -	\$ 2,555,244	\$ (176,392)
208	First Time Homebuyer	73,610	1,967	-	-	75,577	1,967
211	City Wide Assessment	70,253	94,309	167,207	-	(2,645)	(72,898)
212	Flood Assessment District	3,337	89	-	-	3,426	89
221	Gas Tax	(60,163)	80,324	64,603	-	(44,442)	15,721
223	PERS Trust Fund	355,628	9,502	-	-	365,130	9,502
231	State COPS 1913	174,075	103,670	84,473	-	193,272	19,197
243	'96 COPS MORE Grant	1,490	39	-	-	1,529	39
251	Traffic Safty	154,424	19,704	31,493	-	142,635	(11,789)
252	Asset Forfeiture	13,141	882	-	-	14,023	882
254	Vehicle Theft Deterrent	26,620	711	-	-	27,331	711
261	Traffic Congestion Relief	22,833	60,088	-	-	82,921	60,088
271	Prop 40 Grant	(44,000)	44,000	-	-	-	44,000
274	Park Grant	(4,003)	3,472	-	-	(531)	3,472
291	Beverage Recycling Grant	12,390	5,302	5,109	-	12,583	193
294	Transportation	156,317	3,201	142,753	-	16,765	(139,552)
298	Workforce Grant	13,902	10,333	10,982	-	13,253	(649)
311	STBG 700 Housing	-	6,324	-	(6,324)	-	-
313	STBG-96-1043 Housing and P	(27,796)	4,469	-	(5,743)	(29,070)	(1,274)
321	EDBG 99-688 Buckhorn	-	13,569	-	(13,569)	-	-
322	EDBG 96-405 Cradwick	(1,274)	834	-	440	-	1,274
351	RLF Housing Rehabilitation	35,591	655	-	3,121	39,367	3,776
352	RLF Affordable Housing	39,002	572	-	1,753	41,327	2,325
355	RLF Small Business	140,991	3,955	-	20,323	165,269	24,278
411	Street Impact Fee	1,249,927	202,470	41	-	1,452,356	202,429
412	Storm Drain Impact Fee	159,978	4,323	560	-	163,741	3,763
413	Parks & Recreation Impact	819,567	95,695	838,061	-	77,201	(742,366)
414	Public Safty Impact Fee	241,367	91,275	32,796	-	299,846	58,479
415	Fire Impact Fee	174,640	39,065	1,329	-	212,376	37,736
416	General Facilities Impact	231,213	56,290	19	-	287,484	56,271
417	Water Impact Fee	442,893	77,824	2,794	-	517,923	75,030
418	Sewer Impact Fee	(369,934)	133,385	3,866	-	(240,415)	129,519
421	General Fund Capital	502,408	13,423	-	-	515,831	13,423
422	Landfill Capital	349,142	9,322	4,564	-	353,900	4,758
424	Parks and Recreation Capit	129,300	32,832	125,000	-	37,132	(92,168)
427	Equipment Replacement Fund	234,691	63,716	103,769	50,128	244,766	10,075
481	General Plan 1992	(616,187)	-	-	35,989	(580,198)	35,989
482	Flood Control Study	(123,870)	30	-	-	(123,840)	30
492	RAJA Storm Drain	24,468	905	7	-	25,366	898
494	CARF	49,828	4,796	-	-	54,624	4,796
495	Monitoring Fee	-	35,989	-	(35,989)	-	-
496	Storm Drain Non-Flood	204	5	-	-	209	5
501	General Debt Service	66,844	1,786	-	-	68,630	1,786
502	General LTD	26,202	4	-	-	26,206	4
611	Water O & M	438,048	474,043	419,988	(18,606)	473,497	35,449
612	Water Reserve	38,144	8,435	4,429	-	42,150	4,006
621	Sewer O & M	2,812,232	550,838	690,768	(31,522)	2,640,780	(171,452)
623	Sewer Bond	72,457	17,638	3,000	-	87,095	14,638
651	Central Service Overhead	(2,460)	-	(3,360)	-	900	3,360
701	Community Redevelopment	2,348,447	899,517	1,659,407	11,425	1,599,982	(748,465)
702	RDA Project Area	2,610,810	43,202	507,043	-	2,146,969	(463,841)
711	Community Redevelopment LI	586,995	216,630	244,447	-	559,178	(27,817)
712	RDA Housing Project Area	2,580,057	93,498	1,391,409	-	1,282,146	(1,297,911)
751	Community Redevelopment LT	556,738	15,679	-	(11,425)	560,992	4,254
821	Winters Library	446,931	11,941	-	-	458,872	11,941
831	Winters Library	73,320	63,342	51,802	-	84,860	11,540
911	General Fixed Assets	4,543,056	-	-	-	4,543,056	-
Total Fund Balances		\$24,585,460	\$5,370,881	\$ 8,409,763	\$ 1	\$21,546,579	\$ (3,038,881)



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 17, 2007
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for February 28, 2007

RECOMMENDATION:

The City Council receive and file the City of Winters monthly investment report for February 2007

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings February 2007, as well as the year to date investment earnings. The City of Winters is invested in Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters. The investment earnings for February 2007 reflects investment earnings on the Savings account and for the CDBG and EDBG funded loans.

FISCAL IMPACT:

None.

City of Winters
Investment Earnings Report
July 1, 2006 through February 28, 2007

Fund#	Description	February Investment Earnings	Year to Date Investment Earnings
101	GENERAL FUND	\$ 324	\$ 35,932
212	FLOOD ASSESSMENT DISTRICT		89
223	PERS TRUST FUND		9,502
231	STATE COPS 1913	218	3,670
243	COPS MORE GRANT		39
251	TRAFFIC SAFTEY		3,780
252	ASSET FORFEITURE		351
254	VEHICLE THEFT DETERRENT		711
261	TRAFFIC CONGESTION RELIEF		1,405
291	BEVERAGE RECYCLE GRANT		302
294	TRANSPORTATION/BUS		3,201
311	STBG-700	35	528
313	STBG 96-1043	104	760
321	EDBG 99-688	751	6,689
322	EDBG 96-405 CRADWICK		834
351	RLF HOUSING REHAB		655
352	RLF AFFORDABLE HOUSING		572
355	RLF SMALL BUSINESS		3,955
411	STREET IMPACT FEE		38,148
412	STORM IMPACT FEE		3,473
413	PARKS & REC IMPACT FEE		11,953
414	POLICE IMPACT FEE		7,023
415	FIRE IMPACT FEE		5,031
416	GENERAL FACILITY IMPACT FEE		6,818
417	WATER IMPACT FEE		12,675
418	SEWER IMPACT FEE		18,721
421	GENERAL FUND CAPITAL		13,423
422	LANDFILL CAPITAL		9,322
424	PARKS & REC CAPITAL		2,232
427	EQUIPMENT REPLACEMENT FUND		8,920
482	FLOOD CONTROL STUDY		30
492	RAJA STORM DRAIN		905
494	CARF		1,370
501	GENERAL DEBT SERVICE		1,786
502	GENERAL LONG TERM DEBT		4
611	WATER O & M		1,879
612	WATER RESERVE		923
621	SEWER O & M		6,979
623	SEWER BOND		5,079
701	REDEVELOPMENT		51,770
702	RDA PROJECT AREA		43,202
711	REDEVELOPMENT LIH		5,443
712	RDA LIH PROJECT AREA		93,498
751	REDEVELOPMENT LTD	11,630	15,679
821	WINTERS LIBRARY		11,941
831	SWIM TEAM		1,379
Total Investment Earnings		<u>\$ 13,062</u>	<u>\$ 452,581</u>