CITY OF WINTERS CALIFORNIA

Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, December 18, 2007
7:30 p.m.
AGENDA

Members of the City Council

Woody Fridae, Mayor
Michael Martin, Mayor Pro Tempore
Harold Anderson
Cecilia Aguiar-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 November 20, 2007 (pp 1-5)
B. EARTH Project – Challenges and Opportunities for the Winters Community Related to Climate Change Issues (pp 6-7)
C. Resolution 2007-58, A Resolution of the City Council Receiving from the Community Development Agency the Annual Redevelopment Report to Legislative Body, State Controllers Office and State Housing & Community Development Department for Fiscal Year Ending June 30, 2007 and Authorizing its Submittal (pp 8-15)
D. Letter of support for Sacramento Area Council of Governments Community Design Grant Application (pp 16-17)
E. Facility Use Agreement between the City of Winters and the Winters Joint Unified School District (pp 18-27)

PRESENTATIONS

Proclamation of the City Council of the City of Winters Honoring Eagle Scout Clinton Freed

Presentation of Executive P.O.S.T. (Police Officer Standard Training) Certificate to Chief of Police Bruce Muramoto

DISCUSSION ITEMS

1. Public Hearing and Adoption of Ordinance 2007-08 regarding the addition of Chapter 17.112 to the Winters Municipal Code to establish provisions for Commercial Condominium Conversion (pp 28-44)
2. Public Hearing and consideration of Street Closure and Encroachment Permit for the GBH Commercial Project. The project located at the southeast corner of East Grant Avenue (SR 128) and East Street, west of the Subway Sandwich Shop, and north of the Winters II apartment complex. APNs 003-370-28 (1.274 acres), 003-370-29 (1.01 acres), and 003-370-30 (2.238 acres). Applicant: Larry J. John and/or D. Rick Cheney. **UNDER SEPARATE COVER**
3. Approval of Resolution No. 2007-59 Approving, Authorizing, and Directing execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority; and Public Hearing and Adoption of Resolution 2007-56 authorizing the issuance of tax-exempt revenue bonds by California Statewide Communities Development Authority in an aggregate

principal amount not to exceed $5.0 million, to assist in financing the acquisition and rehabilitation of the Almondwood Apartments (pp 45-80)

4. Public Hearing and First Reading of Ordinance 2008-01, an Ordinance of the City of Winters, Eliminating the Existing Time Limit on Incurring Debt and Amending Certain Time Limitations with Respect to the Redevelopment Plan for the Winters Community Development Agency Project Area and Approval of Resolution 2007-57, a Resolution of the City Council of the City of Winters, Electing to Receive a Portion of the Tax Increments Pursuant to Health and Safety Code Sections 33607.7 and 33607.5 (pp 81-88)
5. Public Hearing and consideration of the Casitas at Winters Tentative Subdivision Map. The project is a proposed rezoning and subdivision of 1.2742 acres to create 5 lots at a location on the north side of West Grant Avenue (SR 128) and east of the Tomat's restaurant (1123 West Grant). APNs 003-450-15 (0.551 acres), 003-450-16 (0.4591 acres), and 003-450-17 (0.2641 acres). Applicant: Mark R. Power. Entitlements include Rezoning from Neighborhood Commercial (C-1) to Neighborhood Commercial Planned Development Overlay (C-1 PD), Planned Development Permit for PD Overlay, and Tentative Subdivision Map (pp 89-118)
6. Public Hearing and first reading of Ordinance No. 2008-02 to adopt selected provisions of Title 15 (Buildings and Construction) of the Winters Municipal Code and to adopt amendments and appendixes to the California Building Codes (pp 119) (**Ordinance under Separate Cover)**
7. County Development Impact Fees (pp 120-128)
8. Revised Project Budget Sheet for the 2007/08 Water and Sewer Improvements, Project No. 08-01 (pp 129-132)
9. Introduction and First Reading of Ordinance 2008-04, an Ordinance of the City Council of the City of Winters, California, adding Chapter 2.68 to Title 2 of the Winters Municipal Code Regarding Claims Against the City (pp 133-135)
10. Fiscal Year 2007-08 Budget Financial Adjustments (pp 136-137)
11. Continued Public Hearing and consideration of Master Plan for Sports Park Facility and consideration of Master Plan for Linear Park (pp 138-154)
12. Presentation of building, planning, and public works/engineering fees project (pp 155-167)
13. Approval of Vegetation Management Plan for the Winters Putah Creek Nature Park as presented by Winters Putah Creek Committee (pp 168-194)

COMMUNITY DEVELOPMENT AGENCY

CONSENT CALENDAR

All matters listed under the consent calendar are considered routine and non-controversial, require no discussion and are expected to have unanimous Agency support and may be enacted by the Community Development Agency in one motion in the form listed below. There will be no separate discussion of these items. However, before the Community Development Agency votes on the motion to adopt, members of the Community Development Agency, 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.

1. Resolution No. 2007-64 of the Community Development Agency Submitting the Annual Redevelopment Report to Legislative Body, State Controllers Office and State Housing & Community Development Department for Fiscal Year Ending June 30, 2007 to the City Council (pp 195-231)

DISCUSSION ITEMS

1. Direction Regarding Housing Funding Priorities (pp 232-234)
2. Authorization to enter into professional services contract with PMC to prepare a hybrid Form Based Code for the Downtown Master Plan area (pp 235-252)

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

INFORMATION ONLY

1. Treasurer Report for October 2007 (pp 253-259)
2. Investment Report for October 2007 (pp 260-261)

EXECUTIVE SESSION

1. Real Property Negotiation of the Community Development Agency regarding Karen Ogando, proposed transferee - City of Winters Railroad Avenue property (east side, between Main and Abbey Streets), California Government Code Section 54956.8.

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the December 18, 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 December 13, 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.

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

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City Clerk's Office – City Hall – 318 First Street
During Council meetings – Right side as you enter the Council Chambers

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Wednesday at 10:00 a.m.

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

Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, November 20, 2007

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

Those present were Council Members Aguiar-Curry, Anderson, Martin, Stone and Mayor Fridae. Also present were City Manager John Donlevy, City Attorney John Wallace, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Planning Manager Kate Kelly, Housing Manager Dan Maguire and City Clerk Nanci Mills.

Mayor Fridae introduced J.R. Selby, an exemplary student at Winters High School, who led the flag salute.

City Manager Donlevy requested that the following items be removed from the agenda: City Council Discussion Item #2, Direction Regarding the Possible Vacation of Abbey Street Between Railroad Avenue and Elliot Street, City Council Discussion Item #6, Revised Project Budget Sheet for the 2007-2008 Water and Sewer Improvements, Project No. 08-01, and Community Development Agency Item #1, Authorization to Enter into Professional Services Contract with PMC to Prepare a Hybrid Form Based Code for the Downtown Master Plan Area.

Council Member Stone also requested that City Council Discussion Items #3, Approval of Regional Housing Needs Allocation Issued by the Sacramento Area Council of Governments, and #5, Approval of Building Permit Coupon for Attendance of Winters Architects, Contractors and Designers at Workshops on New California Building Codes, be moved to the Consent Calendar.

The changes to the agenda were approved unanimously.

PUBLIC COMMENTS: None

CONSENT CALENDAR

A. Minutes of the Regular Meeting of the Winters City Council held on November 6, 2007
B. Approval of Regional Housing Needs Allocation issued by the Sacramento Area Council of Governments

C. Approval of Building Permit Coupon for Attendance of Winters Architects, Contractors, and Designers at Workshops on new California Building Codes

City Manager Donlevy gave an overview. Council Member Martin made a motion approve the consent calendar. Seconded by Council Member Stone. Motion carried unanimously.

PRESENTATIONS

Yolo County Homeless and Poverty Action Coalition (HPAC) to present the 2007 Homeless Census Data Report

Janice Critchlow, Yolo County Homeless Coordinator, Susan Slover, CHOC Director of Resident Services, and Connie Gomez, Yolo County Housing Authority Resident Initiative Coordinator presented the 2007 Homeless Census Data Report to Council. They also requested a Winters Representative to serve on the Yolo County Homeless & Poverty Action Coalition (HPAC) and Community Services Action Board, where they would attend monthly meetings on the 4th Wednesday of the month from 9:30 a.m. to 11:00 a.m. on a rotation basis. Council Member Stone volunteered to be the liaison beginning in April, 2008, and asked whether a staff member could serve as the liaison for the interim.

DISCUSSION ITEMS

1. **Introduce Ordinance 2007-08 adding Chapter 17.112 to the Winters Municipal Code pertaining to Commercial Condominium Conversion**

Planning Manager Kate Kelly introduced Ordinance 2007-08 and gave an overview, stating the public hearing for this item has been scheduled for the December 18, 2007 City Council meeting.

Council Member Stone made a motion to approve the Introduction of Ordinance 2007-08. Seconded by Council Member Aguiar-Curry. Motion carried with the following roll call vote:

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

2. **Direction Regarding the Possible Vacation of Abbey Street Between Railroad Avenue and Elliot Street**

This item was pulled by City Manager Donlevy.

3. **Approval of Regional Housing Needs Allocation issued by the Sacramento Area Council of Governments**

This item was moved to the Consent Calendar, Item B.

4. **Public Hearing and consideration of Master Plan for Sports Park Facility.**

This item has been continued to the December 18, 2007 City Council meeting.

5. **Approval of Building Permit Coupon for Attendance of Winters Architects, Contractors, and Designers at Workshops on new California Building Codes**

This item was moved to the Consent Calendar, Item C.

COMMUNITY DEVELOPMENT AGENCY

1. **Authorization to enter into professional services contract with PMC to prepare a hybrid Form Based Code for the Downtown Master Plan area.**

This item was pulled by City Manager Donlevy.

2. **Presentation from Golden Capital Network Regarding Participation in a Local/Regional Angel Investment Fund Network**

Economic Development Director/Asst. Executive Director-CDA Cas Ellena gave an overview and introduced Chris Soderquist , who gave the presentation from Golden Capital Network regarding participation in a Local/Regional Angel Investment Fund Network.

Agency Member Anderson suggested participation @ $2,500 per year for two years. Agency Member Fridae inquired whether redevelopment funds could be used, and City Manager Donlevy responded yes. Agency Member Stone indicated he would like to see the City of Winters participate at the suggested full participation of $5,000 per year for two years. Housing Manager Dan Maguire stated the intent of the network was to come back to each jurisdiction (The Cities

of West Sacramento, Woodland, Davis, Winters and Yolo County) for full participation, which he recommended.

Agency Member Fridae made a motion to approve full participation of $10,000 ($5,000 per year for two years). Seconded by Agency Member Stone.

After further discussion, Agency Member Anderson asked staff to come back and state whether Winters, who has the smallest tax base within the jurisdiction, should pay the same amount as the other jurisdictions. City Manager Donlevy indicated this was an opportunity to gain exposure by seeking investors of communities and businesses to re-locate to Winters and confirmed that $5,000 per year was do-able.

Agency Member Anderson made an amended motion to approach the participating partners to verify whether the City of Winters has their approval to participate at the $5,000 level ($2,500 per year for two years), and increase to the $10,000 level ($5,000 per year for two years), if necessary. He stated that at the higher level, the City of Winters would be an equal partner at an unequal cost. Authorization is also to be given to Economic Development Director/Asst. Executive Director-CDA Cas Ellena to contact the remaining jurisdictions to inquire whether the City of Winters can participate at the lesser cost, as well as hosting a future meeting of the Yolo County Regional Network. Seconded by Agency Member Aguiar-Curry. The motion carried unanimously.

Agency Chairman Martin closed the Community Development Agency meeting at 9:25 p.m.

CITY MANAGER REPORT: City Manager Donlevy reminded everyone of the Investment and Treasurer Reports, which follow in the "Information Only" section. We are expecting the receipt of our property tax payment in mid-January.

COUNCIL/STAFF COMMENTS:

Council Member Anderson announced that the Winters Putah Creek Committee passed the recommended Vegetation Management.

Council Member Martin said the Community Dinner held on Sunday, November 18, was a great success and that over 400 meals were served. He also commended the high school students and volunteers who participated.

Council Member Stone echoed the sentiments of Council Member Martin regarding the Community Dinner, and also had a chance to see the W weir in action at Yolo Housing, which was fantastic.

Mayor Fridae praised Council Members Stone, Anderson and Martin for participating at the Community Dinner.

INFORMATION ONLY

1. Investment Report for July 1 through September 30, 2007
2. Treasurer Report for July 1 through September 30, 2007

EXECUTIVE SESSION: None

ADJOURNMENT

Mayor Fridae adjourned the meeting at 9:30 p.m.

Woody Fridae, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2007

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

FROM: Carol Scianna, Management Analyst

SUBJECT: EARTH Project –Challenges and Opportunities for the Winters Community Related to Climate Change Issues

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RECOMMENDATION:
Receive information regarding a planning workshop/brainstorming meeting to begin the discussion of policies and programs the City and residents can implement to improve our environment. Workshop is planned for Tuesday, January 29 at 6:30 pm. to be held at the Palms. City staff, council members and community members will be involved.

BACKGROUND:
As per the City's draft Strategic Plan: The City of Winters is committed to the concept of improving our environment. Our community is known for its leadership in such areas as organic and sustainable farming practices, the restoration of Putah Creek, the commitment to the land on which we live, and maintaining a healthy quality of life.

This commitment to the environment takes many forms including habitat restoration along Putah Creek, agricultural preservation and sustainability, waste reduction, energy conservation, trip reduction and pollution control and the overall goal of helping to preserve our planet.

Over the next few years, the City will embark on a course toward the adoption of policies and programs meant to make Winters a model for other cities in the areas of preservation, reduction, recycling and finding ways to reduce green house gas emissions that threaten the earth. Our goals in this area will address the following areas, which are in development:

- **E**nergy
- **A**gricultural Preservation
- **R**ecycling and Waste reduction
- **T**ransportation Alternatives
- **H**abitat

The main objective of this strategy is the creation of the Winters **EARTH** Initiative to develop policies and programs to take the lead in building and maintaining the health of our environment.

FISCAL IMPACT: None at this time

CITY OF WINTERS
CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE : December 18, 2007

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

FROM: Cas Ellena, Redevelopment & Economic Development Director

SUBJECT: Resolution No. 2007-58 of the City Council of the City of Winters Receiving from the Community Development Agency the Annual Redevelopment Report to Legislative Body, State Controllers Office and State Housing & Community Development Department for Fiscal Year Ending June 30, 2007 and Authorizing its Submittal

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Requested City Council Action: Approve Resolution authorizing submittal of Annual Redevelopment Report for Fiscal Year Ending June 30, 2007 to Legislative Body and direct staff to transmit the Annual Report to the State Department of Housing and Community Development and the State Controller's Office.

Summary: Section 33080.1 of Community Redevelopment Law of the State of California, Health and Safety Code ("CRL"), requires that each redevelopment agency within the State of California present an annual report to its legislative body within six months of the end of the agency's fiscal year. Each agency is also required to transmit to the California State Controller's Office the agency's financial statement information for the fiscal year ending June 30, 2006, within six months of the end of the agency's fiscal year (December 31, 2007) and transmit to the State Department of Housing and Community Development the agency's low-and moderate-income housing activity statistics for the same fiscal period.

The Community Development Agency of the City of Winters ("Agency") 2006-07 Annual Report consists of various financial and performance information for the Winters Community Development Agency Project Area comprised of the following:

1) Independent Financial Audit and Financial Statement
2) Report to the State Controller's Office
3) Report to the State Department of Housing and Community Development
4) Accounting of Housing and Displacement Activities
5) Summary of the Agency's Efforts to Alleviate Blight in the Project Area

6) Loan Report identifying any loans made by the Agency that are $50,000 or more and which are in default or non-compliance with the terms of the loan.
7) Description of Agency-owned Property

These materials are described below:

Independent Financial Audit and Financial Statement

The CDA's Independent Financial Audit and Fiscal Statement for Fiscal Year 2006-07 is on file with the Director of Financial Management. An independent auditor conducted an audit on the Agency's financial statements and each major fund of the Agency for the year ending June 30, 2007. The auditors opinion is that the financial statements of the Agency present fairly, in all material respects, the respective financial position of the Agency's governmental activities and each major fund of the Agency as of June 30, 2007 and the respective changes in the financial position thereof and the respective budgetary comparison for the Housing Set-Aside Fund for the fiscal year then ended, in conformity with accounting principles generally accepted in the United States of America. The auditor's analysis and financial highlights concluded that the assets of the Agency exceeded its liabilities by $ 4,017,195, at the government-wide level. Of the Agency's $22,746,376 Total Assets $3,866,114 is restricted for housing projects, $846,272 is restricted for debt service and the remaining amount relates to capital assets or is unrestricted. The audit also determined that the Agency's governmental funds reported ending fund balances of $18,337,111, ($3,536,702 for the Housing Set-Aside Special Revenue Fund, $1,107,759 for the Debt Service Fund, and $13,692,650 for the Capital Projects Funds).

Report to the State Controller's Office

The Report to the State Controller's Office is a compilation of the materials described within this staff report. California Redevelopment Law requires these materials to be sent to the State Controller's Office within six months of the end of the CDA's fiscal year (by December 31, 2007).

Report to the State Department of Housing and Community Development (HCD)

Attached is a draft HCD report for the City Council's review. California Redevelopment Law requires the HCD Report to be submitted within six months of the end of the CDA's fiscal year (by December 31, 2007). This report can be transmitted electronically.

Accounting of Housing and Displacement Activities

CRL Section 33080.1 (a)(2)(c), requires a description of the Agency's affordable housing activities in the 2006-07 fiscal year. Accordingly, the following has been identified:

1) Displacement: There were no non-elderly or elderly households that were displaced or moved from their dwelling units as part of a redevelopment project of the Agency during the 2006-07 fiscal year.
2) Housing Activities: On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

Summary of the CDA's Efforts to Alleviate Blight in the Project Area ("Blight Progress Report")

CRL Section 33080.1 (a)(2)(d), requires a description of the CDA's progress, including specific actions and expenditures, in alleviating blight in the previous fiscal year. In its 2003-2008 Implementation Plan (the "Implementation Plan"), the CDA identifies various goals and objectives to alleviate blight in the Project Area. The Implementation Plan lists the CDA's five-year plan for the elimination of blight. This Blight Progress Report is described in a manner corresponding to the goals and objectives described in the Implementation Plan.

The overall goal of the CDA is to maximize the potential benefits of the CDA to the community, while preserving the historical ambiance and quality of life in Winters. In order to achieve these goals, the CDA has identified objectives that are designed to alleviate blighting conditions in the project area:

1) Objective: To provide a stable, diversified and stronger economic base for the Project Area and Community.

   Accomplishment: On August 16, 2005, the CDA authorized the lease and sublease of the second floor and a portion of the first floor of a property in downtown Winters, for a period of 10-years in order to retain the Palms

Playhouse (the "Palms") in downtown Winters. The Palms acts as an anchor tenant for the downtown, attracting a significant number of visitors from the region, expanding the "open" hours of the downtown, and bringing vibrancy thereby benefiting other downtown businesses and promoting economic development. The lease savings realized by the Palms is required to be re-invested in the Palms production for marketing, on-going improvements and toward an improved sound system which enables the Palms to attract a higher level of musical talent.

2) Objective: To provide safer, more efficient, and economical movement of persons and goods within the Project Area and community.

   Accomplishment: In March 2006, the CDA approved the Downtown Master Plan which provides a vision for the overall economic and capital development of the central business district of downtown Winters. This adopted document includes a variety of plans and policies which represent key steps in achieving the overall build-out of the area including pedestrian improvements, street improvements, parking improvements, alley way improvements etc. On October 17, 2006 the CDA authorized a $20,000 budget to begin the implementation of programs for the economic development projects as outlined in the Master Plan. In March of 2007, the CDA released a Request for Proposal for Engineering and Design Services for the Downtown Streetscape Improvement Project. Through an agreement approved on August of 2007, and amended October of 2007, the CDA authorized $1.3 million for Rick Engineering to take the CDA through the construction document phase for the Downtown Streetscape Improvement Program. Improvements including pedestrian improvements, bulb-outs at Main Street and Railroad Avenue. It is anticipated that the project will be constructed by the fall of 2008.

3) Objective: To conserve and improve existing public facilities and to provide such new facilities as needed for the improvement of the Project Area.

   Accomplishment: In 2006/07 the CDA expended $725,000 toward the development of a City/ School District swimming pool and over $600,000 toward the development of the Rotary Park / City Parking Lot and restrooms, the Community Center Shade structure, downtown bike racks, softball field improvements, and the Downtown Façade program. The Rotary Park /City Parking Lot project resulted in the creation of a Downtown Park at one of the City's main corners which acts as a gathering place for activities and events such as harvest markets, tree lighting ceremonies, etc. attracting visitors and patrons to the downtown and benefitting local businesses. The Project resulted in a net gain of 57 new parking spaces, from 65 on-site/off-site spaces to 122 on-site/off-site spaces (56 additional on-site spaces and 1 additional off-site space).

4) Objective: To enhance the physical environment of the Project Area and to emphasize its favorable environmental characteristics.

Accomplishment: On September 7, 2004, the CDA approved the Downtown Façade Improvement Program (DFIP), including the Guidelines, Agreement, Application, Rebate Claim Form, and Sample Façade Maintenance Easement needed to implement the program; and authorized CDA tax increment funds for its implementation. The CDA has continued to offer and provide funds for this program each year.

5) Objective: To maximize opportunities for the revitalization, expansion and development of commercial and industrial uses within the Project Area.

Accomplishment: In February 2007, the CDA purchased 23 Main Street in downtown Winters from the Barbour/Whitworth Family for $174,178.45. The CDA intends to provide for a permanent ten foot access easement through the property from the alley to Main Street for pedestrian purposes, as identified in the Downtown Master Plan. The Winters Center for the Arts has the option to lease back or purchase the property provided they have a bona fide development proposal for the construction of an Art Center building on the site which would be used by the Winters Center for the Arts and the public.

6) Objective: To improve and increase the community's supply of affordable housing in a manner consistent with the Housing Element of the General Plan and the policies of California Community Redevelopment Law – Consistent with Community Redevelopment Law of the State of California, Health & Safety Code Sections 33000 et seq., increase, improve, and expand the community's supply of affordable housing.

3) Accomplishment: On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters

II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

Objective: To accomplish these goals with minimum displacement of any property owner, resident or business person who may wish to remain within the Project Area.

Accomplishment: No property owners, residents or business owners were displaced due to CDA efforts.

Loan Report:

CRL Section 33080.1 (a)(2)(e), requires a list of and status report on, all loans made by the redevelopment agency that are fifty thousand dollars or more, that in the previous fiscal year were in default or not in compliance with the terms of the loan approved by the CDA. There are no loans in default or not in compliance with the terms of the loan.

Description of Agency-owned Property

CRL Section 33080.1 (a)(2)(f), requires a description of the total number of and nature of properties that the Agency owns and those properties the agency acquired in the 2005-06 fiscal year.

1) Railroad Avenue and Main Street Lot

   Address: East Side of Railroad Ave. between Abbey St and Main St, Winters
   Parcel #: APN 003-224-01
   Cost of Purchase: $120,000

   In September 2004, the CDA purchased the above mentioned property from the City for the purpose of moving forward with the development of a mixed-use project on the site and the master plan build out of the Main Street Village block. The CDA paid the appraised value of $120,000. The property has an area of 18,949 square feet or .44 acres, is zoned C-2 (Central Business District) and has no known development constraints. The property is located within the Project Area.

   On October 2, 2006, the CDA authorized staff to move forward with a Disposition and Development Agreement with Monticello Investors for the development of a mixed use project and the disposition of the property. Staff and developer are currently negotiating the development of the DDA.

2) Winters II Affordable Housing Complex Property

Address: 110 East Baker Street, Winters
Parcel #: APN 003-370-15
Cost of Purchase: $460,000

On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

3) 23 Main Street

Address: 23 Main Street
Parcel #: 003-204-12-1
Cost of Purchase: $174,178.45

In February 2007, the CDA purchased 23 Main Street in downtown Winters from the Barbour/Whitworth Family for $174,178.45. The CDA intends to provide for a permanent ten foot access easement through the property from the alley to Main Street for pedestrian purposes, as identified in the Downtown Master Plan. The Winters Center for the Arts has the option to lease back or purchase the property provide they have a bona fide development proposal for the construction of an Art Center building on the site which would be used by the Winters Center for the Arts and the public.

ATTACHMENTS:
- Independent Financial Audit and Financial Statement
- Report to the State Department of Housing and Community Development
- Resolution No. 2007-58

RESOLUTION NO. 2007-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS RECEIVING FROM THE COMMUNITY DEVELOPMENT AGENCY THE REDEVELOPMENT ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2007

WHEREAS, Section 33080.1 of Community Redevelopment Law of the State of California, Health and Safety Code, requires that each redevelopment agency within the State of California present an annual report to its legislative body within six months of the end of the agency's fiscal year; and

WHEREAS, the Community Development Agency of the City of Winters has prepared the 2006-07 Annual Report containing various financial and performance information for the Winters Community Development Agency Project Area and has submitted it to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters that it has received from the Community Development Agency the Redevelopment Annual Report for Fiscal Year ending June 30, 2007.

DULY AND REGULARLY ADOPTED this 18th day of December 2007.

CITY OF WINTERS

_____

Mayor

ATTEST:

_____

Nanci Mills, City Clerk

JH-S:05-d

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT
December 18, 2007

TO:	Honorable Mayor and Council Members
THROUGH:	John W. Donlevy, Jr., City Manager
FROM:	Dawn Van Dyke, Management Analyst/Grant Writer
SUBJECT:	**Letter of support for Sacramento Area Council of Governments Community Design Grant Application.**

RECOMMENDATION: That the City Council receive the staff report and approve the attached letter of support for the City's application for funding through the Sacramento Area Council of Governments (SACOG) 2007-09 Community Design Funding Program.

BACKGROUND: City staff plans to submit a grant application in the amount of $495,000 through the SACOG Community Design Funding Program for Downtown Streetscape Improvements Phase 2. The project would fund improvements not included in the Downtown Streetscape Improvement Project, Phase 1. The Winters Community Development Agency (CDA) approved a consultant services agreement with Rick Engineering and a revised budget sheet for the Phase 1 project in October. The Phase 2 project would fund the following improvements: intersection sidewalk bulb-outs on the east half of the intersection at Main and First Streets; full sidewalk replacement, irrigation and landscaping enhancement, tree-planter and tree-grate additions and upgrades and intermediate seat walls along the west side of Railroad Avenue between Abbey and Main Streets; sidewalk bulb-out and lighting enhancement for the alley entrance on Railroad Avenue between Abbey and Main Streets.

The Community Design Funding Program is a competitive grant program for projects that promote the SACOG Blueprint Project and include principles such as transportation choices, housing diversity, compact development, mixed land uses, use of existing assets, natural resource protection and quality design. Staff submitted a pre-application letter earlier this year and SACOG has authorized the City to proceed with its Community Design application.

FISCAL IMPACT: No fiscal impact will occur as the City will use its funding of the Downtown Streetscape Improvement Project, Phase 1 as its required local match for the Community Design project.

ATTACHMENT
Letter of Support for SACOG Community Design Funding Program

MAYOR:
Woody Fridae
MAYOR PRO TEM:
Michael Martin
COUNCIL:
Cecilia Aguiar-Curry
Harold Anderson
Tom Stone

CITY OF WINTERS CALIFORNIA

MAYOR EMERITUS:
J. Robert Chapman
TREASURER:
Michael Sebastian
CITY CLERK:
Nanci Mills
CITY MANAGER:
John W. Donlevy, Jr.

Mr. Gregory Chew
Community Design Funding Program Manager
Sacramento Area Council of Governments
1415 L Street, Suite 300
Sacramento, CA 95814

Dec. 18, 2007

Dear Mr. Chew:

On behalf of the City Council of the City of Winters, I am pleased to support submittal of an application for funding through SACOG's 2007-09 Community Design Funding Program.

The City of Winters Community Development Agency has already approved $1.3 million for implementation of Phase I of the Downtown Streetscape Improvement Plan. If funded, the SACOG Community Design grant will enable the City of Winters to complete the second phase of the project "Downtown Streetscape Improvements Phase 2" as outlined in the City's pre-submittal letter.

The City of Winters is committed to encouraging principles that are consistent with SACOG's Blueprint Project, including mixed-use infill development and pedestrian, bicycle and transit accessibility. The Downtown Streetscape Improvements Phases 1 and 2 will further these principles, as well as the City's commitment to revitalization and economic development in the Historic Downtown Business District.

The City Manager of the City of Winters or his designee is authorized to sign all documents in all matters related to this grant application.

Thank you for your consideration of this very worthwhile project.

Sincerely,

Woody Fridae
Mayor, City of Winters

FOUNDED IN 1875 • 318 FIRST STREET • PH. (530) 795-4910 • FAX (530) 795-4935 • WINTERS • CA• 95694-1923

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2008

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

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

SUBJECT: Facility Use Agreement with the Winters Joint Unified School District

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RECOMMENDATION:
It is recommended that the City Council approve the Facility Use Agreement with the Winters Joint Unified School District.

BACKGROUND:
The Winters Joint Unified School District and the City of Winters has repeatedly used each other's facilities for activities. The approval and scheduling process is cumbersome and time consuming. To reduce scheduling hurdles the City and District have worked collaboratively to develop a Facility Joint Use Agreement that addresses the use of each agency's facility resources. This document has been reviewed by legal counsel and reflects the same philosophy as the pool agreement.

FISCAL IMPACT:
No fiscal impact.

FACILITIES
USE AGREEMENT

THIS AGREEMENT, dated _____ is made and entered into by and between the

WINTERS JOINT UNIFIED SCHOOL DISTRICT,
herein referred to as 'WJUSD'
and
CITY OF WINTERS, a municipal corporation,
herein referred to as "CITY",

WITNESSETH:

WHEREAS, WJUSD and CITY desire to maximize use of their public facilities;
WHEREAS, WJUSD owns educational facilities which it wishes to make available for use by the CITY for recreational and important public purposes;
WHEREAS, CITY owns recreational and meeting facilities that it wishes to make available for use by WJUSD for activities that strengthen the education systems/programs in the community;
WHEREAS, the WJUSD and CITY are seeking increased public involvement in carrying out the purposes of each organization;
WHEREAS, WJUSD and the CITY enter into this expanded partnership with good faith for a mutually beneficial outcome that results in a win-win result for both agencies and the community;
WHEREAS, the WJUSD and CITY wish to use this agreement to assist and support each other in addressing the needs of both agencies;
WHEREAS, Education Code Section 10900 et seq authorizes and empowers public school districts to cooperate with cities and other agencies for the purpose of authorizing, promoting and conducting programs of public services which will contribute to the attainment of general recreational and educational objectives for children and adults of this State, and to enter into agreements with each other for such purpose.
WHEREAS, The WJUSD must adhere to Board Policies, State of California Codes and Regulations.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS AND CONDITIONS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

1. TERM-The term of this Agreement shall commence on the date of execution set forth above and shall continue for a term of three years unless terminated by either party pursuant to the terms of Section 11 below.
2. USE OF FACILITIES
    a. The term "facilities" shall be used for the purposes of this Agreement to mean any place, structure, area, classroom or facility used for recreational / educational purposes, whether or not it is used primarily for other purposes. The terms of this Agreement shall apply to all facilities owned by WJUSD and CITY. Facilities excluded from this agreement are listed in Exhibit "A". The priorities of use of facilities shall be established as:
        1. Owner
        2. Youth activities associated with Owner
        3. Youth activities associated with User
        4. Adult activities associated with Owner
        5. Adult activities associated with User
    b. WJUSD shall permit CITY to use its facilities and grounds in accordance with District Board Policy 1330 and Administrative Regulation 1330, with the necessary district equipment required for public and recreational purposes, without charge, as long as the use does not conflict with the regular conduct of school activities, programs, other WJUSD use or other regularly scheduled uses.
    c. CITY shall permit WJUSD to use its facilities and grounds with the necessary city equipment required for recreational and public purposes, without charge, as long as the use does not conflict with the regular conduct of park, recreation and public service activities or other regularly scheduled uses so as not to preempt use of facilities by regular patrons.

d. City shall have the right to charge a reasonable fee to participants to participate in the recreational and educational activities sponsored by it at the WJUSD facilities in accordance with District Board Policy 1330 Facility Use

e. Each party shall provide, at its own expense, any personnel necessary for the direction, supervision or safety of recreational and public activities sponsored by it at these facilities.

f. Each party shall provide all utilities necessary for use of the recreational/educational facilities owned by it.

g. Each party will carry adequate fire, public liability, and other physical loss insurance to cover said areas during the period of its use. Such insurance shall be no less than the amount each party carries for similar activities conducted on its own property. Each party shall name the other as an additional insured on its liability coverage and shall provide proof thereof in a form satisfactory to the other party. The minimum general liability coverage shall be $1,000,000 per occurrence through the purchase of insurance or self-insurance; such insurance or self-insurance shall be effective and applicable to all activities that the user has control over which are connected with the use of property and facilities covered by this Agreement. Proof of required insurance shall be presented by user party to the owner party at the time user is requesting facility use.

h. Each party will defend, indemnify, and hold harmless the other party, its governing board, officers, agents and employees from and against all liability for loss, damages or injury to persons or property due to any willful or negligent acts on the part of the using party occurring during its use of the other party's property and facilities.

i. User party and its agents shall enforce and abide by all Owner rules, regulations, ordinances and policies while directing activities on Owner facilities. Each party shall provide copies of all relevant rules, regulations, ordinances and policies to the other party. Necessary additional out-of-pocket expenses for costs related to the use of facility such as security, portable toilets, and extra clean up shall be the responsibility of the user agency. The

user agency can provide its own security if the security plan meets the approval of the host agency.

j. Within reasonable limits, CITY and WJUSD staff will agree to flexibility in scheduling of use so as to provide custodial coverage. If custodial service cannot be provided within the owner agency's normal course of operations, then the user agency is responsible for all additional custodial costs. If employee coverage is required and the user is not youth centered, fees will be collected per WJUSD Board Policy 1330 fee schedule. Activities will be scheduled in advance so that custodial support can be provided if possible. A joint custodial services and supplies plan may be developed by both parties and revised semi-annually in conjunction with the semi-annual master calendar development described in Section 3.

k. When the City requests the use of District Food Service Facilities, the City agrees to adhere to District Board Policy 1330

l. Each agency shall maintain its facilities in good repair and provide day-to-day maintenance, utilities and custodial services and supplies, structural repair, and replacement or repair of major equipment. Costs associated with additional operations, exceptional facility use, maintenance and custodial services beyond normal use shall be set at a mutually agreed upon rate, to be assessed annually, except where an addressing Memorandum of Understanding Agreement containing different provisions exists between the WJUSD and CITY.

m. Each party can, outside of the provisions provided above, request the support of the other in paying for repair and replacement costs at facilities that are heavily used under this agreement.

3. SCHEDULING OF FACILITIES

Each party shall be responsible for scheduling all activities with owner to ensure their activities do not impact owners' operations, activities, or prior commitments. The scheduling shall be subject to the following terms and conditions:

a. WJUSD staff and CITY staff shall meet twice a year at prescheduled intervals to develop a master calendar for use of WJUSD and CITY facilities. Dates agreed to shall be finalized through issuance of a permit by the owner agency. In every use, the schedule shall be arranged so as not to conflict with recreation and school uses and can be modified by mutual agreement at any time.

b. All requests for CITY use of WJUSD facilities shall be submitted on WJUSD Facility Use Application forms. All requests for WJUSD use of CITY facilities shall be submitted on CITY Facility Use Application forms.

c. Requests for facility use shall be processed through each agency's central permit processing office. Each agency's central permit office will be responsible for verifying availability of that agency's facilities prior to approving a Facility Use Application.

4. CANCELLATION OF RESERVED SPACES

a. CITY shall endeavor to provide WJUSD with a minimum of fourteen (14) calendar days notice when canceling approved uses of WJUSD facilities. WJUSD shall endeavor to provide CITY with a minimum of fourteen (14) calendar days notice when canceling approved uses of CITY facilities.

b. Once a permit is issued each ownership agency shall endeavor to not cancel schedule use. The using agency shall be compensated for out of pocket expenses incurred prior to the date of cancellation if a facility date is cancelled.

c. The owning agency shall make every good faith effort to locate an alternative site for the scheduled activity in the event of a cancellation.

5. SUPPORT AND EXPANSION OF THE JOINT USE CONCEPT
    a- The WJUSD and CITY shall jointly identify resources and capital equipment needs that will facilitate enhanced joint and public use.
6. MEET AND CONFER
    a- WJUSD and CITY shall meet annually, or as mutually agreed, to discuss and resolve operational issues, deficiencies and undue impacts.
    b- WJUSD and CITY each shall document any misuse of facilities on written incident forms which shall be submitted to the other party within three (3) business days after the incident occurred or the notifying party gains knowledge of such incident. CITY and WJUSD shall provide written responses to an incident report within five (5) business days of receipt. Action which results from the incident reports, including reduction or cancellation of scheduled facility use, shall be by mutual agreement between CITY and WJUSD.
7. DUTY OF CITY TO DEFEND, INDEMNIFY, AND HOLD DISTRICT HARMLESS.
    a. CITY shall save and hold harmless DISTRICT, its officers, employees and agents from, and defend them against any and all liability, costs, attorney's fees, or expenses (hereinafter "liability") incurred by DISTRICT, its officers, employees, or agents, on account of any lawsuit, judgment, or claim of any kind arising out of or connected with death or injury to persons, or damage to or loss of property arising out of either (1) the negligence, willful misconduct or intentional misconduct of any officer, agent or employee of CITY in the course of maintenance of the pool facility; or (2) the negligence, willful misconduct or intentional misconduct of any officer, agent or employee of CITY in the course of conducting any program or activity at district facilities.
8. DUTY OF DISTRICT TO DEFEND, INDEMNIFY, AND HOLD CITY HARMLESS.
    a. DISTRICT shall save and hold harmless CITY, its officers, employees and agents from, and defend them against any and all liability, costs, attorney's fees, or expenses (hereinafter "liability") incurred by CITY, its officers, employees, or agents, on account of any lawsuit, judgment, or claim of any

kind arising out of or connected with death or injury to persons, or damage to or loss of property arising out of either (1) the negligence, willful misconduct or intentional misconduct of any officer, agent or employee of DISTRICT in the course of maintenance of the pool facility; or (2) the negligence, willful misconduct or intentional misconduct of any officer, agent or employee of DISTRICT in the course of conducting any school program or school activity at the pool facility.

9. INSURANCE
    a. During the term of this Agreement, WJUSD shall either be self-insured or maintain insurance policy providing coverage for public liability, bodily injury and property damage.
    b. During the term of this Agreement, CITY shall either be self-insured or maintain a comprehensive liability insurance policy providing coverage for public liability, bodily injury and property damage.
10. AGREEMENT AMENDMENTS
    a- No amendment to this Agreement shall be of any force or effect unless the same is in writing and executed by the parties hereto.
11. ASSIGNMENT
    a- Neither WJUSD nor CITY may assign or transfer this Agreement or any part thereof without the prior written consent of the other party.
12. TERMINATION
    a- Neither WJUSD nor CITY may terminate this Agreement upon giving the other party at least ninety (90) days prior written notice.
13. NOTICES
    a- Communication concerning this Agreement shall be sent to the following addresses:

CITY	WJUSD
City of Winters	Winters Joint Unified School District
318 First Street	909 West Grant Ave.
Winters, CA 95694	Winters, CA 95694

EXHIBIT A

FACILITIES NOT AVAILABLE FOR USE UNDER THIS AGREEMENT

1. CITY FACILITIES
    a. Administrative Offices
2. SCHOOL DISTRICT FACILITIES
    a. School administration areas
    b. Areas where personnel and student information is kept
    c. Shirley Rominger Intermediate School
        i. Multi-purpose Room for basketball activities for over 11 years of age
    d. Bobbie Greenwood Community Swim Center
        i. Covered under a separate agreement

AGREEMENT BINDING ON SUCCESSORS

This Agreement shall insure to the benefit of and bind any and all successors of the respective parties.

IN WITNESS WHEREOF, the President and Secretary of the Governing Board of the Winters Joint Unified School District pursuant to resolution have signed this Agreement on behalf of the Board, and the City of Winters, has, by order of its City Council, its governing board, caused this Agreement to be signed by the Mayor and City Clerk on the day and year first above written.

SCHOOL DISTRICT: WINTERS JOINT UNIFIED SCHOOL DISTRICT	CITY: CITY OF WINTERS
By_____ President	By_____ Mayor
By_____ Secretary	By_____ City Clerk

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2007

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

FROM: Kate Kelly, Planning Manager

SUBJECT: Public Hearing – Consider Adoption of Ordinance 2007-08 adding Chapter 17.112 to the Winters Municipal Code to establish provisions for Commercial Condominium Conversion

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RECOMMENDATION:
Staff recommends that the Council:

1) Receive Staff Report
2) Conduct Public Hearing
3) Consider Adoption of Ordinance 2007-08 adding Chapter 17.112 to the Winters Municipal Code to establish provisions for Commercial Condominium Conversion

BACKGROUND:
At their November 20, 2007 meeting the City Council received the Planning Commission's recommendation of approval, staff's report, and waived the first reading of Ordinance 2007-08 adding Chapter 17.112 to the Winters Municipal Code to establish provisions for Commercial Condominium Conversion .

Residential condominiums are a popular form of residential development and ownership. This trend is not restricted to residential development; businesses also are finding that condominiums can meet a variety of commercial needs.

A commercial condominium ordinance allows for the subdivision of a building into separate legal units which may be sold into separate ownership. Thus, the owner of a building can divide the building into smaller units and sell those units which would allow for increased opportunities for economic development and business ownership and investment.

Commercial condominiums also provide significant investment opportunities. Condominium units that constitute only part of a building or complex may appeal to business owners or real estate investors who are unable to purchase an entire building

or complex. Commercial condominium units may be combined with residential condominium units in a mixed-use development.

Finally, condominium units provide businesses that cannot afford to purchase the entire building they occupy an opportunity to enjoy tax advantages on the part they do own such as deductions for property taxes and interest, as well as assessments, utilities, insurance, repairs and depreciation -- advantages that would not be available to them as tenants.

The City is utilizing a number of tools to foster economic development and revitalization of the downtown. The downtown core has a number of buildings with vacant space or underutilized space. Prime examples include the second floors of the Buckhorn (2 -10 Main), Putah Creek Café (1 Main) and Masonic (41- 47 Main) buildings.

There are also buildings which, although are occupied, could use additional investment – for example the Opera House (13 Main), the Depot building (200- 208 Railroad), and the California Market building (111 -118 Main). This proposed Commercial Condominium Conversion Ordinance would provide the mechanism to divide buildings such as these and would create additional investment and business ownership opportunities.

THE ORDINANCE

The Commercial Condominium Ordinance (Attachment A) establishes Chapter 17.112 et seq. of the City of Winters Municipal Code. It would be applicable City-wide and it provides definitions, permitting requirements, permit process, noticing requirements, and conversion requirements including provisions for historic buildings, and tenant protections. These provisions have been reviewed by the City's Planning, Building, and Engineering divisions. Staff also met with several key building owners to solicit their comments and suggestions which, to the extent, feasible have been incorporated into the draft Ordinance. The Planning Commission heard this item on October 30, 2007 and unanimously recommended approval.

> *Permitting Requirements* – Condominium conversions require a permit approved by the City Council. The permit application must be submitted to the Community Development Director, reviewed by the Planning Commission and the project must meet all requirements of the Ordinance.
>
> *Noticing Requirements* – All tenants and prospective tenants are to receive all available information related to the proposed conversion project in a timely manner. In addition, the applicant shall notify, in writing, at least 60 days in advance all tenants of the project and the Community Development Director of the intended conversion. The notice shall be written in non-technical language in a manner to be reasonably comprehensible to tenants.
>
> *Application Process* – After an application is submitted to the Community Development Director it will be reviewed for completeness and consistency with

this Ordinance. The application package will include: boundary map, parking proposal, preliminary site plan, physical needs report, structural pest control report, summary statement of proposed repairs and improvements, rental history report, relocation assistance/ownership incentive report, and any additional information deemed necessary by the City.

Application Review and Action - The Community Development Department shall review all applications and make a recommendation to the Planning Commission and City Council based on the standards set forth by this Ordinance. When corrective work is identified in the reports required to be submitted with the application, or by subsequent site inspections by staff, or at staff's direction, such work will be incorporated as conditions of approval on the project if not corrected in advance of the first public hearing. The city will charge a reasonable hourly fee for inspections required by the Ordinance to recover actual costs to the City.

The Planning Commission will review the proposed condominium conversion project at a public hearing and make a recommendation to the City Council. The City Council will have final review of a proposed condominium conversion project. The City Council may approve or reject the project based on the standards set forth in the condominium conversion Ordinance, and the City Council may impose additional conditions consistent with the review criteria. Notice of actions by the Planning Commission and the City Council will be provided to all tenants.

Conversion Requirements – All conversions must comply with standards including building codes, fire prevention, vibration, noise, utility metering, disabled access, and communication equipment. Each project must have CC&Rs and a property owners association to govern the management, maintenance, security, and operation of the project. The Ordinance also includes provisions for tenant relocation, rental assistance, and relocation assistance.

FISCAL IMPACT:
None – intended to stimulate economic development.

ORDINANCE NO. 2007-08

AN ORDINANCE OF THE CITY OF WINTERS ADDING CHAPTER 17.112 TO THE MUNICIPAL CODE PERTAINING TO COMMERCIAL CONDOMINIUM CONVERSION

The City Council of the City of Winters does ordain as follows:

Section 1: Chapter 17.112 Commercial Condominium Conversion is hereby added to the Municipal Code of the City of Winters to read as follows:

17.112.010 Purpose.

This chapter shall provide for the conversion of projects where ownership of existing buildings is subdivided, whether such subdivision involves residential to commercial/industrial or commercial/industrial to commercial/industrial, and whether such conversion is to condominium as defined in Section 1350 of the Civil Code, to community apartment projects, as defined in Section 11004 of the Business and Professions Code, or to stock cooperatives, as defined in Section 11003.2 of the Business and Professions Code.

This chapter recognizes that a conversion is different from new construction in that the owners of a unit in a conversion take responsibility for a building built under standards that may be less stringent than those that are currently required, and existing tenants may be displaced by a conversion. A conversion also differs from a leased or rental property in that the unit owner assumes long-term responsibility for the unit owned, for the common areas of the project, and the higher level of economic cost required to own instead of rent.

The intent of this chapter is to provide increased options for commercial development and business ownership opportunities. The further intent of this chapter is to mitigate the hardship caused by displacement of commercial tenants; and to assure that conversion projects maintain long-term economic value for the owner.

Therefore, such conversions shall be permitted, provided that they shall comply with the standards set forth in this chapter for the class of conversion proposed and all other applicable laws.

17.112.020 Definitions.

The following definitions pertain to this chapter related to condominium conversions and new construction:

"Applicant" means the owner(s) or subdivider(s) with a controlling interest in the proposed project, and any successors in interest.

"Association" means the organization created to own, lease, manage, maintain, preserve and control the lots, parcels or areas of a project, or any portions thereof or interests therein owned in common by the owners of the separately owned condominium units.

"Commercial condominium project" means a commercial condominium project intended for commercial occupancy.

"Common area" means an entire condominium project excepting all units therein.

"Condominium" means and includes:

1. "Condominium" as defined by Section 783 of the Civil Code;

2. "Community apartment project" as defined by Section 11004 of the Business and Professions Code;

3. "Stock cooperative" as defined by Section 11003.2 of the Business and Professions Code; and

4. "Planned development" as defined by Section 11003 of the Business and Professions Code.

The term "condominium" specifically includes, but is not limited to, the conversion of any existing structure for sale pursuant to a method described in subsections (D)(1) through (4) of this section.

"Condominium conversion" or "conversion" means a change in the ownership of a parcel or parcels of property, together with structures thereon, whereby the parcel or parcels and structures previously used as rental units are changed to condominium ownership. Condominium conversion includes projects which have previously obtained final map approval, but have not proceeded to sell any of the units.

"Condominium project" or "project" includes the real property and any structures thereon, or any structures to be constructed thereon, which are to be divided into condominium ownership.

"Condominium unit" or "units" means the individual spaces within a condominium project owned as individual estates.

"Eligible tenant" means any tenant who was a resident of the condominium project proposed for conversion on the date notice of intent to convert is given as required by state law.

"Low income," when used by itself or as a modifier of a person or household or other term, means a household whose income does not exceed eighty percent of the median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

"Moderate income," when used by itself or as a modifier of a person or household or other term, means a household whose income is eighty-one to one hundred twenty percent of the median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

"Notice of intent to convert" means the notice required to be served upon tenants or prospective tenants pursuant to the requirements of Section 66427.1, 66452.8, 66452.9 or 66459 of the Subdivision Map Act. The definition includes both sixty- and one-hundred-eighty-day notices as further defined in the applicable section.

"Special category tenants" refers to persons or tenants who fall within one or more of the following categories:

1. "Elderly" means individuals sixty-two years of age or older;

2. "Handicapped" or "permanently disabled" mean as defined in Section 50072 of the California Health and Safety Code or 42 USC 423 and 24 CFR 8.3;

3. "Low income" or "very low income" mean as defined in this section.

"Very low income," when used by itself or as a modifier of a person or household or other term, means a household whose income does not exceed fifty percent of the median income applicable to Yolo County, adjusted for family size as published and annually updated by the United States Department of Housing and Urban Development.

17.112.030 Condominium conversion permit.

A. Condominium Conversion Permit Required. No condominium conversion shall be permitted unless the city council has approved the granting of a condominium conversion permit. The permit application shall be submitted to the community development department, shall be reviewed by the planning commission and the project shall meet all the requirements of this chapter.

B. Standard for Approval. No application for a permit pursuant to this chapter shall be approved unless the following findings are made:

1. The proposed condominium conversion meets all the development and other standards set forth in this chapter.

2. All notices required by the Winters Municipal Code or state law pertaining to condominium conversions have been properly and timely served.

3. For existing residential buildings, that at the time the application to convert is deemed complete, the percentage of multifamily rental units is at or above fifteen percent (15%) of the total number of housing units in the city of Winters.

4. That conversion of the project to condominiums will not be contrary to the public health, safety and general welfare of the residents of the city, or the surrounding community.

5. That the proposed conversion is consistent with the general plan, zoning code and other applicable provisions of the Winters Municipal Code, including without limitation, the city building codes. Notwithstanding any provisions to the contrary, the City Council may impose conditions designed to achieve compliance and consistency with current city building codes prior to the time of occupancy of each unit of a project, however, the entire building shall fully comply with all City building codes related to the structural integrity of the building, earthquake standards and fire safety requirements prior to the sale or occupancy of any unit of the building.

6. For existing residential buildings, the proposed condominium conversion will not cause a net reduction in the number of rental or for sale multifamily units in the city which are affordable for low and/or very low income tenants.

C. Hearing. The planning commission shall hear any application for a condominium conversion permit and shall make a recommendation to the city council pertaining to the permit. The city council shall have final authority to approve or deny an application for a condominium conversion permit. The hearing shall be held concurrently with any tentative subdivision map application.

D. Expiration of Condominium Conversion Permit for Failure to Establish Use. An approved condominium conversion permit shall expire two years following the date the permit was approved by the city council. If an application for an extension of an approved condominium conversion permit is submitted prior to the expiration of the permit, the city council may grant a one-year extension of the permit upon a showing that: (a) the applicant has submitted an application to convert to the Department of Real Estate and is diligently pursuing conversion with the Department of Real Estate, and (b) that the applicant has submitted a final map for the project for approval by the city. Any extension of a permit shall be conditioned to require compliance with any new provisions applicable to such

conversion projects and payment of all fees in effect at the time the extension is granted.

17.112.040 Condominium conversion permit application.

A. Acceptance of Application to Convert. The community development director shall accept applications for a condominium conversion permit and shall determine whether the standards and prerequisites for issuance of a permit as set forth in this chapter are met. After the review process set forth in this chapter, the community development director shall submit the application to the planning commission for review and recommendation and then to the city council for final action. No application for a condominium conversion permit shall be approved if the standards for approval set forth in this chapter are not met.

B. Condominium Conversion Application Contents. Recognizing that the conversion of existing structures that have been previously occupied and constructed as leased or rental units may present unique issues for present tenants and future buyers, the application for a condominium conversion permit shall include the following information:

1. A boundary map drawn to scale showing the location of all existing easements and structures.

2. The applicant's proposal for the following:

    a) Parking for each owner or business, including handicapped accessible parking; and

    b) The management of common areas within the projects and minimum maintenance requirements for continued compliance with applicable health and safety standards as established by the city.

3. Preliminary Site Plan. The applicant shall submit a preliminary site plan. The preliminary site plan shall show all existing and proposed structures, parking areas (including handicapped parking areas), drive aisles, driveways, parking lot lighting, utilities (water, sewer, drainage, electrical, cable television, and gas), garbage collection and pickup locations, and any other information required by the community development director or the city building official. The preliminary site plan shall show all existing and proposed landscaping, including existing trees, and irrigation facilities.

4. Physical Needs Report. A report on the physical element of each structure and facility shall be prepared and submitted to the city. The report shall be full and complete, meeting all the requirements of this section, and in sufficient detail to evaluate the project. The report shall

address the items set forth in this section and shall have been prepared within six months of submittal of the application.

a) A report detailing the structural condition of each major element of the property including roofs, foundations, exterior siding and paint, electrical systems, outdoor lighting, plumbing systems, utilities, irrigation systems, drainage systems, mechanical equipment, paved and concrete surfaces, seismic stability, parking facilities, recreational facilities, and fire protection systems, including fire alarm and sprinkler systems. Regarding each element, the report shall state: (1) when the element was originally constructed or installed; (2) when the element was last repaired or replaced; and (3) any variation in the current physical condition of the element from the requirements of the building codes in effect on the date of the preparation of this report. The report shall further identify each defective or unsafe element and set forth the proposed corrective measures to be employed and a timeline for completion of the corrective measures. The report shall be prepared by an appropriately licensed engineer or architect approved by the city, other than the owner. Each structure and facility (courtyards, storage areas, garages, etc.) shall be inspected as part of the report.

b) A structural pest control report shall be provided for each structure. This report shall be prepared by a licensed structural pest control operator in accordance with applicable state law.

c) A summary statement of repairs and improvements proposed to be made by the applicant necessary to refurbish and restore the project to achieve a high degree of safety and durability.

d) A phasing plan indicating the order and the locations of repairs and improvements to be made by the applicant.

5. Rental History Report. For existing residential buildings, the applicant shall submit a rental history report of rental rates for the units, detailing the current rental rates and the rates for the prior twelve months, including any rental incentive(s) provided to the tenants.

6. Relocation Assistance/Ownership Incentive Report. For existing residential buildings or where residential tenants are currently occupying portions of a commercial condominium project, a report describing the relocation assistance, as identified under Section 17.112.060, shall be submitted.

7. Additional Information. If deemed necessary, based on the size, age, condition and/or improvements required in the proposed conversion project, the community development director, the city building official, the planning commission, or the city council may require the applicant to submit additional information to supplement that required by this section. Such additional information shall be used to better evaluate the application for a condominium conversion permit, and make proper findings and/or imposed conditions in accordance with the purposes, objectives and requirements of this chapter, the general plan, or any specific plan or element thereof in effect at the time of such application.

C. Notice of Proposed Conversion.

1. It is the intent of the notice provisions in this chapter that all tenants and prospective tenants receive all available information pertaining to the proposed conversion project in a timely manner. Any ambiguities in the notice provisions are intended to be read as broadly as possible to ensure full and complete information is provided to residents and prospective residents.

2. In addition to any notices required by state law, the applicant shall, at least sixty days prior to filing an application for a condominium conversion permit, notify all the tenants of the project, and the community development director in writing, of the intended conversion. The notice must be provided in a single document and written in non-technical language reasonably comprehensible to tenants and prospective tenants of the project. The notice shall include at least the following information and attachments:

   a) A general description of the proposed project;

   b) The name of the current owner and applicant and where such person or persons can be contacted;

   c) The anticipated schedule of approval and conversion;

   d) A copy of the city's condominium conversion ordinance;

   e) Notification of the tenants' right to receive notice of hearings;

   f) Notification of residential tenant's right to receive notice of intention to convert prior to termination of tenancy due to the conversion, and to receive notice of final approval of the application within ten days of approval of the final map;

g) A copy of the proposed relocation assistance plan for residential tenants as required by Section 17.112.060;

h) Notification that the tenants will be given ten days' written notice that an application for a public report has been or will be submitted to the Department of Real Estate and that such report will be available on request.

3. The notice of intent to convert shall be conspicuously posted at the on-site rental office location, if there is an on-site rental office, and in at least two common areas or the mail pick-up area. In addition, said notices shall also be posted at each driveway entrance to the project site. All required notices of intent shall remain posted until the converted units are first offered for sale.

4. All prospective tenants shall be provided the written notice in this section at the time they are shown an apartment unit or commercial space, as applicable, and prior to the time a rental/lease agreement is executed. A signed copy of the notice shall be retained by the applicant as proof of compliance with this provision.

5. All notices required by the Subdivision Map Act shall be served by the owner as required by statute. The owner shall bear the cost of all publication, printing and delivery costs for required notices. Owner shall submit proof of noticing for all owner-served notices.

17.112.050 Application review and action.

A. The community development department shall review all applications for permits submitted pursuant to this chapter and make a recommendation to the planning commission and city council based on the standards set forth in this chapter.

B. Review by Staff.

1. When corrective work is identified in the reports required to be submitted with the application, or by subsequent site inspections by staff, or at staff's direction, such work shall be incorporated as conditions of approval on the project if not corrected in advance of the first public hearing. All corrective work required shall be completed prior to the approval of a final map or the applicant shall enter into an improvement agreement with the city committing to the completion of the improvements in accordance with the Subdivision Map Act and the Winters Municipal Code.

2. The city shall charge a reasonable hourly fee (estimated as the actual cost to the city) for inspections required by this chapter. The applicant shall

post a cash deposit in an amount equal to the estimated cost of inspection, as determined by the community development director, prior to any inspection services being provided.

C. Review by Planning Commission. The planning commission shall review the proposed condominium conversion project at a public hearing and shall make a recommendation to the city council. Notice of action by the planning commission shall be provided to all tenants and notice of the public hearing shall be provided as set forth in Government Code Chapter 2.7, commencing with Section 65090. All notices required by the Subdivision Map Act shall be served by the owner or city as required by statute. Owner shall bear the cost of all publication, printing and delivery costs for required notices incurred by the city. Owner shall submit proof of compliance with the notice provisions of this chapter not less than thirty days prior to a hearing by the planning commission.

D. Review by the City Council. The city council shall have final review of a proposed condominium conversion project. The city council may approve or reject the project based on the standards set forth in the condominium conversion permit portion of this chapter, and the city council may impose additional conditions consistent with the review criteria. Notice of action by the city council shall be provided to all tenants and notice of the public hearing shall be provided as set forth in Government Code Chapter 2.7, commencing with Section 65090. All notices required by the Subdivision Map Act shall be served by the owner or city as required by statute. Owner shall bear the cost of all publication, printing and delivery costs for required notices incurred by the city. Owner shall submit proof of compliance with the notice provisions of this chapter not less than thirty days prior to a hearing by the city council.

17.112.060 Commercial condominium conversion requirements.

All commercial condominium conversion projects must comply with the following requirements, which shall be incorporated into the conditions of approval on the project:

A. The applicant shall prepare a declaration of covenants, conditions and restrictions ("CC&Rs") which shall be recorded and apply to each owner of a commercial condominium unit within the project. The CC&Rs shall be subject to the approval of the community development director and shall be recorded at, or prior to, the time of final map approval, and shall include all applicable conditions of approval and requirements of the city. The CC&Rs shall, at a minimum, provide:

1. That any amendment to the CC&Rs related to the conditions of approval or other requirements of this chapter may not be approved without prior consent of the city.

2. That there shall be an entity created (e.g., a property or homeowners' association) which shall be financially responsible for and shall provide for the effective establishment, operation, management, use, repair and maintenance of all common areas and facilities.

3. A provision containing pertinent information regarding the conveyance of units and the assignment of parking, an estimate of any initial assessment fees anticipated for maintenance of common areas and facilities, and an indication of appropriate responsibilities for maintenance of all utility lines and services for each unit.

4. A provision addressing the payment of water, utilities, gas and electricity by the homeowner or through the association.

5. A provision requiring that any owner who rents his/her condominium unit shall utilize a professional property management company to manage the rental unit or that there exists a property owners' association which is responsible for management of the common areas and enforcement of the CC&Rs.

B. Standards. The following standards shall apply to commercial condominium conversion projects:

1. Building Regulations. All structures within the project shall conform to the current provisions of Title 24 of the California Code of Regulations, as adopted and/or amended by the City of Winters, and other applicable City building, zoning and municipal codes and ordinances, except as provided herein. The provisions of the State Historic Building Code (California Administrative Code, Title 24, Part 8) shall be applicable in permitting repairs, alterations, and additions necessary for the preservation, restoration and continued use of a historical building or structure.

2. Fire Prevention. Each unit shall be provided with a fire-warning system conforming to current applicable codes in effect in the city. All common walls of units shall be constructed and maintained in accordance with current building codes. The number and locations of fire extinguishers and hydrants shall be in accordance with current fire codes. Existing fire sprinkler systems shall be verified to be in good working order and meet standards for the system installed.

3. Vibration Transmission. All permanent mechanical equipment (such as motors, compressors, pumps and compactors) which are determined by the building official to be a source of structural vibration or structural-borne noise shall be vibration-isolated with inertia blocks or bases or vibration isolator springs in accordance with the standards in effect at the time the last building was constructed on the site.

4. Noise Standards. The structures shall conform to all interior and exterior sound transmission standards of the California Code of Regulations and applicable sections of the California Building Code. Where these standards cannot be feasibly met, in the discretion of the building official, reduced requirements may be allowed by the building official and the subdivider shall include notice of the deficiency in the final Physical Needs Report.

5. Utility Metering. Each unit shall be individually metered for gas and electricity. If this requirement cannot be feasibly met, in the discretion of the building official, this requirement may be waived in the conditions of approval and a home or property owners' association, or similar entity, shall be formed for the payment and billing of the applicable utility. At a minimum, separate exterior shut-off valves for water, gas and electricity shall be provided for each unit.

6. Disabled Access. The project site and every unit within the project shall comply with current building codes related to disabled access.

7. No television or radio antennas, dishes, or similar devices may be installed on the exterior of any building, except as required by law. All mechanical equipment and roof top antennas shall be shielded from view.

C. Tenant Provisions.

1. No lease in good standing shall be terminated as a result of the conversion. Any tenant under an existing lease shall be offered the opportunity to remain in the unit until the lease expires. Tenants under an existing lease may terminate the lease after approval of the tentative map and the condominium conversion permit without penalty, but if terminated by the tenant prior to the owner serving the one-hundred-eighty-day notice required by Government Code Section 66427.1, shall not be entitled to any relocation or other benefits as provided in this chapter.

2. For existing residential buildings, a tenant relocation plan shall be prepared and shall meet and provide at least the following requirements:

   a) All present tenants who are not in default under the rental agreement or lease under which they occupy their unit shall have not less than one hundred eighty days' notice from the date of receipt of notification from the applicant of its intent to convert as provided in Government Code Section 66427.1.

   b) All tenants shall be provided with up-to-date information on available apartments of comparable size, quality and price located

within a fifteen-mile radius of the apartments to be converted. Priority shall be given to assisting tenants in locating housing in Winters. Transportation shall be provided to assist each elderly or disabled non-purchasing tenant in seeking alternative housing.

c) The economic terms of the tenant's tenancy, including, but not limited to, rent and utilities allowance, shall not be modified to the detriment of the tenant during the period between the filing of a tentative map application or submittal of the condominium conversion application, whichever is sooner, and the date the tenant is required to relocate, or the date of the denial, withdrawal or expiration of the tentative map or condominium conversion permit.

d) The approved tenant relocation plan shall be incorporated into the conditions on the project and shall be provided to each tenant in the project within ten days of approval of the condominium conversion permit.

D. Rental Assistance.

1. A rental assistance payment shall be provided to all tenants equal to one month's current rent. Said payment shall be paid in one lump sum within fourteen days of the date of their relocation. No more than one payment per unit is required. Payments under this section only apply to qualifying tenants who are not in default at the time they vacate the premises and were tenants at the time the sixty-day notice of intent to convert, required by Government Code Section 66452.9, was served.

2. Special Category Tenant. In addition to the rental assistance payment provided to tenants, any special category tenant shall be offered a one-time payment equal to one year's rent in effect at the time they were provided a notice of intent to convert, or an eighteen-month lease extension in which the annual rent increase shall coincide with the increases as shown in the "rent, residential" component of the housing component in the Consumer Price Index for all urban consumers in the Yolo Primary Metropolitan Statistical Area. Either option identified above is determined by the applicant and shall be identified in the tenant relocation plan.

3. All tenants who commence their tenancy after the date the notice of intent to convert required by Government Code Section 66452.9 and this chapter was served shall be notified in writing whether they will receive any rental assistance upon conversion. Tenants not properly noticed pursuant to the Government Code and required by this chapter shall receive relocation benefits regardless of date of tenancy.

E. Relocation Assistance. For all tenants entitled to rental assistance, the applicant shall arrange for the physical move of all tenants, at no cost to tenant, within a fifteen-mile radius of subject property or, at the applicant's option, provide five hundred dollars in relocation assistance. No more than one such payment shall be made per unit.

1. No tenant, by virtue of the provisions of this chapter, shall have a vested right from the city to any of the benefits or other interest provided herein. Nothing in this chapter is intended to abridge any rights of tenants or obligations of owners as provided in state law.

F. Security Inspection and Plan. The property and all common areas shall be inspected by the Winters police department, who shall provide security recommendations to the applicant to address any physical safety and security issues such as lighting, landscape, and similar physical elements. Items identified shall be incorporated into conditions of approval of the application and shall be completed prior to the approval of a final map or issuance of the first building permit, whichever is sooner. The applicant may request of the community development department that it enter into an improvement agreement with the city committing to the completion of the improvements prior to the occupancy of the sale of the first unit within the project.

G. Property Owners' Association. Prior to the approval of a parcel or final map, a property owners' association or similar entity shall be formed for any condominium conversion project. The association shall, at a minimum, provide for the administration, management and maintenance of all common areas including landscaping, drive aisles and parking areas, maintenance of the exterior of all buildings, the collection of dues, payment of public utilities not billed separately to each unit, and enforcement of standards within the project.

17.112.070 Administrative fees.

The city council may, by resolution, establish reasonable fees and deposits to fully defray the cost of processing applications and proposals, inspections and for the administration of this chapter.

SECTION 2. Severability.

If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction or preempted by state legislation, such decision or legislation shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Winters hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase not

declared invalid or unconstitutional without regard to any such decision or preemptive legislation.

SECTION 3. Effective Date.

This Ordinance shall be in full force and effective 30 days after its adoption and shall be published and posted as required by law.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on November 20, 2007, and was passed and adopted at a regular meeting of the City Council held on December 18, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Woody Fridae, MAYOR

ATTEST:

_____
Nanci G. Mills, CITY CLERK

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT

TO: Mayor and Council Members

DATE : December 18, 2007

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

FROM: Kate Kelly, Planning Manager

SUBJECT: Public Hearing and consideration of Street Closure and Encroachment Permit for the GBH Commercial Project. The project is located at the southeast corner of East Grant Avenue (SR 128) and East Street, west of the Subway Sandwich Shop, and north of the Winters II apartment complex. APNs 003-370-28 (1.274 acres), 003-370-29 (1.01 acres), and 003-370-30 (2.238 acres). Applicant: Larry J. John and/or D. Rick Cheney.

RECOMMENDATION:
Staff recommends that the Council:

1) Receive Staff Report;
2) Conduct Public Hearing;
3) Approve Encroachment Permit for diagonal parking spaces and landscaping on East Baker Street; and
4) Approve closure of East Street to Grant Avenue and direct staff to implement.

SUMMARY OF PROJECT: The project is a proposed subdivision of 4.522 acres to create 7 commercial lots with a total of 9 retail/office/commercial buildings, an internal roadway/parking area, diagonal parking and landscaping along East Baker Street, closure of East Street to Grant Avenue and creation of a driveway along the east side of East Street from the project to East Baker Street.

In order to proceed with the project the following City approvals are needed from the City Council:

- Encroachment Permit for diagonal parking spaces and landscaping along East Baker Street.
- Closure of East Street to East Grant Avenue and creation of driveway serving project along the east side of East Street to East Baker Street.

PROJECT LOCATION: The project site is generally located in the central area of the

City of Winters. The property totals 4.522 acres comprised of APNs 003-370-28 (1.274 acres), 003-370-29 (1.01 acres) and 003-370-30 (2.238 acres) located at the southeast corner of East Grant Avenue (SR 128) and East Street, adjacent to the Subway Sandwich Shop and the Winters II apartments.

BACKGROUND: The 1992 General Plan was the subject of a certified Environmental Impact Report that examined the environmental impacts associated with adoption of the General Plan, including the commercial designation of the site.

The property was subdivided into four parcels and the Grant Station Commercial building was established on the eastern most parcel in 1994. In 1997 a Site Plan for 19,000 square foot commercial building was approved by the Planning Commission on APN 003-370-28. The project was not implemented due to unresolved circulation issues.

The property was acquired by the Johns and Cheneys in 2005. The applicant convened a focus group with members of the community on November 14, 2006. A conceptual site plan and design proposal was presented to the Planning Commission at a workshop on January 23, 2007. The conceptual project was redesigned based upon the comments received at the January workshop and re-presented to the Planning Commission on February 27, 2007.

The application for this project was received on August 17, 2007. A Negative Declaration (see Attachment E, separately provided) was released on November 5, 2007 for a 30-day comment period that ended December 4, 2007.

Planning Commission Action

The Planning Commission conducted a public hearing on December 11, 2007 and took the following actions:

1) Adopted and certified the Negative Declaration and Mitigation Monitoring Plan;
2) Approved the Tentative Subdivision creating 7 commercial lots;
3) Approved Design Review of site plan, building architectural design, architectural materials, architectural finishes, color schemes, and conceptual landscape plan for the entire project;
4) Approved Conditional Use Permit for drive-through on Building 1 located on Parcel A;
5) Recommended Approval of Encroachment Permit for diagonal parking spaces and landscaping on East Baker Street to the City Council; and
6) Recommended Approval of closure of East Street at East Grant Avenue to the City Council.
7) Denied (5-2 vote) the request for a Conditional Use Permit for drive-through on Building 2 located on Parcel B

DETAILED PROJECT DESCRIPTION: This project proposes to create a 49,427 square foot office and retail center at the southeast corner of East Grant Avenue (SR128) and East Street. The property is approximately 4.5 acres and is currently undeveloped. The Property is rectangular with frontage on East Grant Avenue, East Baker Street, and East Street. The frontage along East Grant Avenue to the north is approximately 750 feet in length with a corresponding frontage along East Baker Street on the southern border of the property. The depth of the site is roughly 255 feet between the right of ways of East Grant Avenue and East Baker Streets.

Tentative Map

The tentative map subdivides 4.522 acres comprised of APNs 003-370-28 (1.274 acres), 003-370-29 (1.01 acres) and 003-370-30 (2.238 acres) into seven parcels ranging in size from 0.38 acres to 1.43 acres.

Land Use Changes

No change in general plan or zoning is proposed or required. The site is currently a vacant field and is used as ad hoc parking for adjacent uses and temporary sale of fireworks around the 4th of July.

Architecture

The Planning Commission approved the project's "Agricultural Industrial" design which is intended to mimic common structures and shapes associated with agriculture in this region. A variety of siding and trim materials such as corrugated metal and board and batten siding are required. Faux grain silos have been added in several places. These are intended to lend character and reinforce the agrarian style. In addition to the adoption of Agricultural Industrial as a style, an effort was made to break up the façade by pulling portions forward and pushing others back in an attempt to give the impression that each store is unique and not built as one piece. The buildings range from 23 to 39 feet in height. The use of a variety of colors and materials is intended to support this effect.

The project includes nine buildings approved by the Planning Commission as follows:

Building 1 is 4,470 square feet in a single story and is located in the northwest corner of the site. Due to the roofline, the building is 31.5 feet. This building includes a drive-through. It is intended to be a bank location for a local credit union.

Building 2 is a 2,731 square feet in one story with a building height of 24 feet. It is located just east of the main entry from East Grant Avenue and intended for retail food service. A drive-through food service location was proposed for this building however the required Conditional Use Permit was denied by the Planning Commission.

Buildings 3 and 4 are 3,632 and 3,806 square feet respectively and front East Grant Avenue in the central portion of the site. These buildings are a single story, however the treatment of the façade will give Building 3 a height of 23 feet and Building 4 an over all

height of 31 feet. They are intended to provide retail space for businesses requiring a traditional storefront configuration. The size and number of spaces will be dictated by the needs of future tenants, but the basic configuration will allow for three to four individual spaces between 800 and 1200 square feet each.

Building 5 is a single story building reaching 24.5 feet in height and encompassing 4,595 square feet of floor area. The building is intended for a medical clinic.

Buildings 6, 7 and 8 are interconnected with a second floor outdoor arcade. The ground floor is intended for retail or office space and the upper level for office space. Buildings 6 and 8 are 33.5 feet tall. Building 7 is the tallest building at 39 feet tall. The total square footage of Building 6 and 8 is 2,551 square feet each and Building 7 is 9,912 square feet.

Building 9, located in the southwest corner of the site, is intended as a professional office building. It is a 32.5 feet tall, two story building with a total of 10,749 square feet. Similar to Buildings 6-8, the lower floor is designed to be utilized as retail space if the market dictates need and opportunity.

Landscaping and Signage

The Planning Commission approved the conceptual landscaping plans for the East Grant Avenue, East Baker Street and East Street streetscape and the internal areas as part of their Design Review on December 11, 2007.

The East Grant Avenue streetscape includes 8-foot wide paved pedestrian walkway and a minimum of 20 feet of landscaping featuring lawn, fescue beds, shrubs and trees. East Street will have a six-foot wide sidewalk and be landscaped with trees and understory plantings of shrubs and ground cover. The East Baker Street frontage proposes a 6-foot wide meandering sidewalk, landscaping of trees and understory plantings of shrubs and ground cover. Diagonal on-street parking is proposed for the north side of East Baker and includes landscaped islands with trees and understory plantings of shrubs and ground cover.

The interior of the site features landscaped parking lots, bricked walkways and a central plaza area. The internal landscaping provides shade trees, accent trees, shrubs, grasses, ground covers, and vines. Architectural features include trellises with vine plantings. The landscape plan provides for 61% parking lot shade coverage.

The applicant has not submitted signage plans for the project. The applicant will be required to obtain separate review and approval for the project signage and final approval for the landscape plan per Design Review Condition of Approval #63.

Off-Site Infrastructure

The project would be required to fund and construct off-site improvements necessary to support the development. Such improvements would include, but not be limited to traffic control (traffic signal or roundabout), water lines, sewer lines and storm drainage

lines. To the extent that acquisition or subsequent CEQA clearance is necessary for such work that would be the responsibility of the developer.

LAND USE AND ZONING CONSISTENCY: The project site is designated Central Business District (CBD) in the General Plan. The project has been reviewed for consistency with the policies of the General Plan. The project site is designated CBD and the proposed project is a commercial development. The Planning Commission found the project, as conditioned, to be consistent with the General Plan.

CEQA CLEARANCE: An Initial Study/Negative Declaration was circulated on November 5, 2007, for a 30-day comment period extending through December 4, 2007. The Planning Commission adopted and certified the Negative Declaration and Mitigation Monitoring Program at their December 11, 2007 meeting.

ENTITLEMENTS:

In order to proceed with the project the following City approvals are needed from the City Council:

Encroachment to East Baker Street

The project proposes improvements to the north side of East Baker Street which include:

- 36 spaces of diagonal parking
- landscaping including 12 street trees and associated underplantings
- pedestrian walkway

These improvements would collectively encroach into the north right of way of East Baker by approximately 12 feet. The parking spaces, landscaping and pedestrian area is considered a project amenity and contributes to the required parking. Based on the proposed retail/commercial and office uses and the attending square footage, the project would require 207 parking spaces. The site plan provides for 194 on-site spaces and an additional 36 space located along East Baker Street for a total of 230 spaces.

Closure of East Street to East Grant Avenue

East Street is proposed to be closed off with positive landscape and pedestrian/bike improvements at East Grant Avenue and a driveway constructed along the east side of East Street from the project to East Baker Street.

The closure of East Avenue is consistent with the Grant Avenue Access Study and, based upon traffic projections from the various residential developments approved over the past few years, would ultimately be required to address conflicting turn movements at that location even in absence of this project. As currently planned, the ultimate closure of East Street would occur concurrently with the construction of

improvements to Grant Avenue.

As an interim condition, East Street is proposed to be temporarily closed off to north bound traffic at the intersection of East Baker Street until such time as 1) the Grant Avenue improvements are constructed with the closure of East Street at East Grant Avenue, or the traffic volumes on East Street from the development exceed the existing baseline traffic volumes on East Street, whichever occurs first. If the traffic volumes generated from the development exceed existing base line traffic volumes on East Street prior to the construction of improvements on Grant Avenue, the developer will be required to construct improvements at East Grant Avenue and East Street to close East Street.

It must be noted that East Street is proposed to be closed rather than abandoned. This retains flexibility for the City to ultimately address traffic circulation patterns in the downtown core as the Railroad Avenue corridor is redeveloped to commercial and mixed uses per the Downtown Master Plan.

FISCAL IMPACT: The General Plan requires fiscal neutrality from development. As a retail/office commercial development the project is expected to generate sale tax, provide jobs and create additional economic opportunity. Thus the project is expected to provide fiscal benefit to the City.

CITY COUNCIL ACTION: Subject to the attached conditions of approval, the staff recommends that the City Council take the following actions:

1. Approve Encroachment Permit for diagonal parking spaces and landscaping on East Baker Street.
2. Approve closure of East Street to East Grant Avenue and direct staff to implement.

ATTACHMENTS:

A. Findings and Conditions of Approval
B. Site Plan
C. Typical Roadway Sections

FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR THE GBH COMMERCIAL PROJECT

FINDINGS OF FACT

Findings for Encroachment Permit on East Baker Street

1. The encroachment on East Baker Street will allow for increased parking opportunities and additional landscaping which will result in a net benefit to the community.

Findings for Closure of East Street at Grant Avenue

1. The closure of East Street at Grant Avenue has been recommended by multiple traffic studies to reduce conflicting turn movements on Grant Avenue. The closure will result in increased traffic safety and is a net benefit to the community.

CONDITIONS OF APPROVAL

The following conditions of approval are required to be satisfied by the applicant/developer prior to Final Map, unless otherwise stated.

General

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project Applicant shall defend such action at Applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the Applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district and the City Council. (Planning Commission General COA #1)

2. All conditions identified herein shall be fully satisfied prior to acceptance of the first Final Map unless otherwise stated. (Planning Commission General COA #2)

3. The project is as described in the December 11, 2007 Planning Commission staff report and the December 18, 2007 City Council staff report. The project shall be constructed as depicted on the maps and exhibits included in the December 11, 2007 Planning Commission staff report and December 18, 2007 City Council staff report, except as modified by these conditions of approval. Substantive modifications require public hearing(s) and action by the Planning Commission and/or the City Council. (Planning Commission General COA #3)

General Plan Requirements

4. Pursuant to General Plan Policy III.A.15 the project will pay its share of circulation improvements. (Planning Commission General Plan Requirements COA #5)

5. Pursuant to General Plan Policy IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project. (Planning Commission General Plan Requirements COA #7)

6. Pursuant to General Plan Policy IV.A.4 the project shall pay its fair share of the cost of developing new facilities and services. (Planning Commission General Plan Requirements COA #8)

Street Improvements

7. All proposed streets shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003 except as amended on the Tentative Map. (Planning Commission Street Improvements COA #74)

8. Baker Street:

   a) Improvements to include widening of vehicle travel lanes, on-street diagonal parking and landscape parking medians. (Planning Commission Street Improvements COA #76)

9. East Street:

   Grant Ave. (SR128) at East Street shall be closed off with positive landscape and pedestrian/bike improvements concurrent with the construction of improvements to Grant Avenue. As an interim condition, East Street shall be temporarily closed off to north bound traffic at the intersection of Baker Street until such time as 1) the Grant Avenue improvements are constructed with the closure of East Street at Grant Avenue, or the traffic volumes on East Street from the development exceed the existing baseline traffic volumes on East Street, which ever occurs first. If the traffic volumes generated from the development exceed existing base line traffic volumes on East Street prior to the construction of improvements on Grant Avenue, the developer shall construct improvements at Grant Avenue and East Street to close East Street. Final plan for closure shall be submitted and approved by the City Engineer prior to approval of improvement plans and Final Map. (Planning Commission Street Improvements COA #77)

10. The developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting. (Planning Commission Water Infrastructure COA #109)

General Public Works and Engineering Conditions

11. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this closure and encroachment and comply with all regulations, mitigations and conditions set forth. (Planning Commission General Public Works and Engineering COA #113)

12. All existing and proposed utilities (electric, phone/data, and cable) shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers. (Planning Commission General Public Works and Engineering COA #118)

13. Street lighting location plan shall be submitted and approved by the City Engineer, prior to approval of improvement plans. (Planning Commission General Public Works and Engineering COA #119)

14. With the exception of Grant Avenue, public roadway improvements must be constructed and paved prior to issuance of any occupancy permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City Engineer and Fire Department. (Planning Commission General Public Works and Engineering COA #121)

15. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the Applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply. (Planning Commission General Public Works and Engineering COA #122)

16. The project proponent shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area. (Planning Commission General Public Works and Engineering COA #125)

Easements and Right of Way

17. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way. (Planning Commission Easements and Right of Way COA #126)

18. The Applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the City. (Planning Commission Easements and Right of Way COA #127)

19. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets shall be dedicated to the City unless other wise approved by the City Engineer. Additional easements shall be dedicated as requested by the utility companies and approved by the City. (Planning Commission Easements and Right of Way COA #128)

20. Reciprocal street and parking access and utility easements shall be shown on the improvement plans and recorded with the final map. (Planning Commission Easements and Right of Way COA #129)

Reimbursements for Applicant Installed Improvements

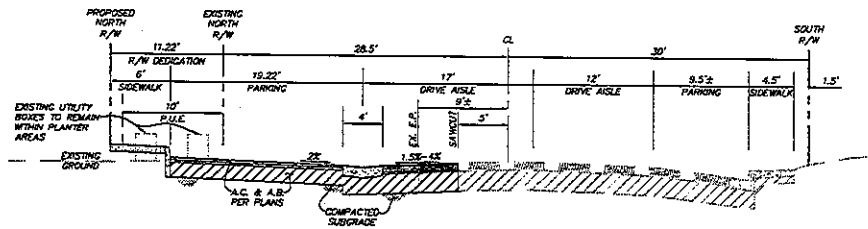
21. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements. (Planning Commission Reimbursements for Applicant Installed Improvements COA #130)

22. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer. (Planning Commission Reimbursements for Applicant Installed Improvements COA #131)

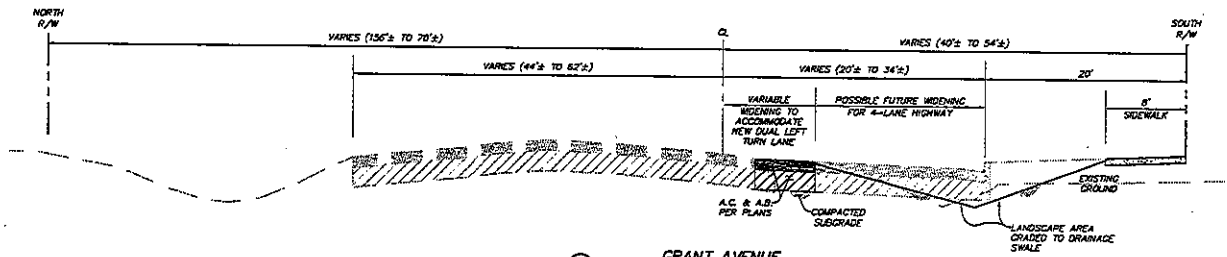
23. Existing public and private facilities damaged during the course of construction shall be repaired by the developer, at his sole expense, to the satisfaction of the City Engineer. (Planning Commission Reimbursements for Applicant Installed Improvements COA #132)

24. Encroachment permits if necessary shall be acquired from Caltrans and PG&E. (Planning Commission Reimbursements for Applicant Installed Improvements COA #133)

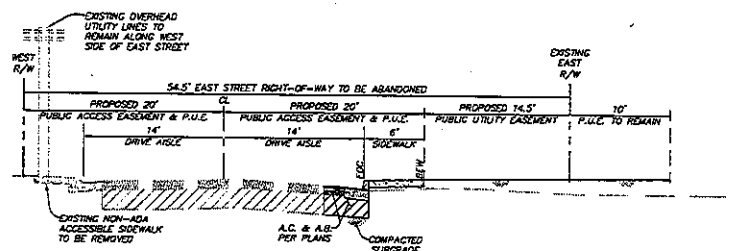
25. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated. (Planning Commission Reimbursements for Applicant Installed Improvements COA #134)



(A) BAKER STREET
NTS



(B) GRANT AVENUE
NTS



(C) EAST STREET
NTS

DESIGNED BY BPB				
DRAWN BY CMD				
CHECKED BY BPB				
	REV.	DATE	DESCRIPTION	APP'D

LAUGENOUR AND MEIKLE
BY _____ BRYAN P. BONINO
DATE _____ P.E. 41804
REGISTRATION EXPIRES 03-31-08

REGISTERED PROFESSIONAL ENGINEER BRYAN P. BONINO No. 41804 Exp. 3-31-08 CIVIL STATE OF CALIFORNIA

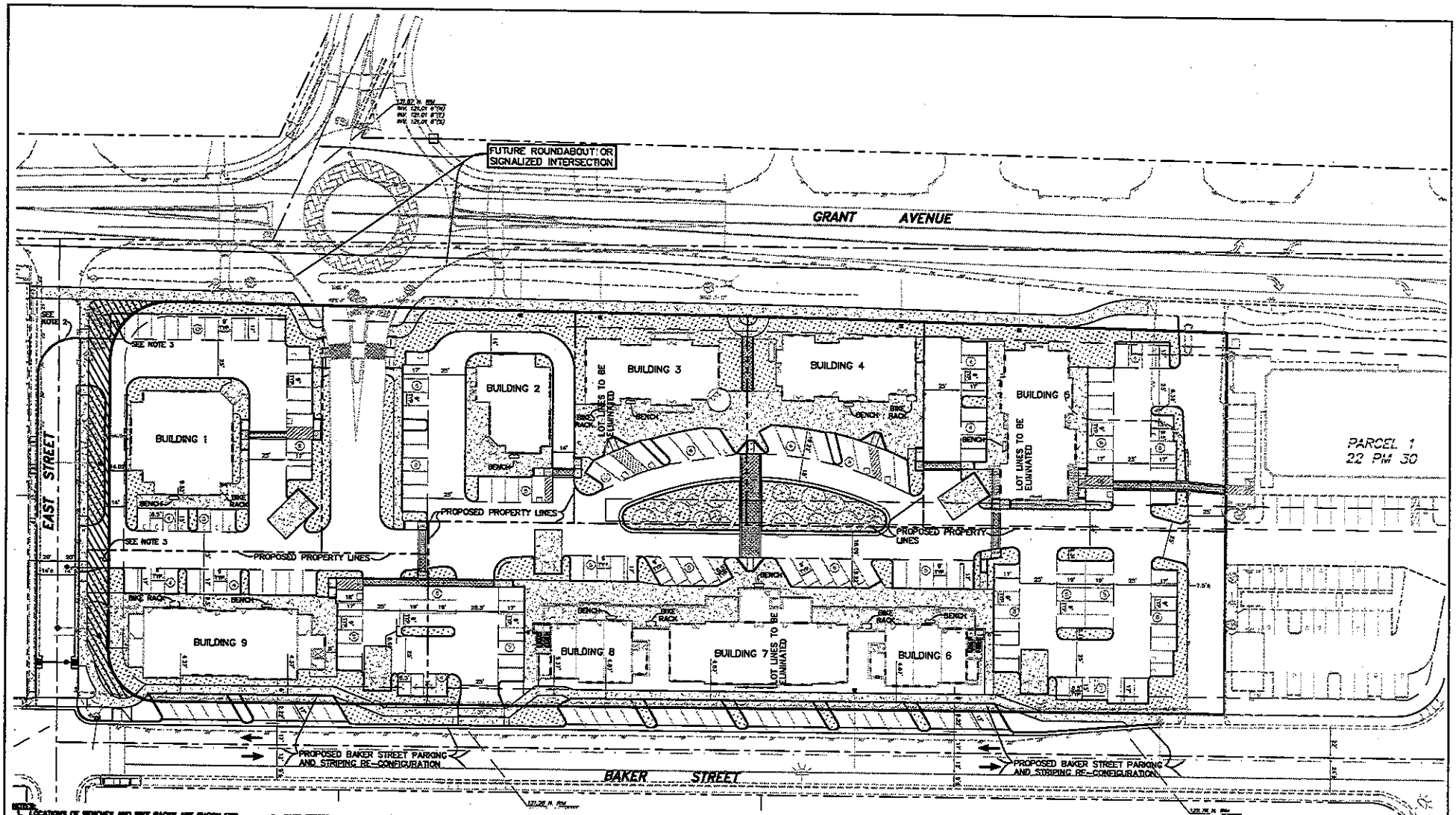
LM
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
LAUGENOUR AND MEIKLE
606 COURT STREET, WOODLAND, CA 95695
PHONE (530) 662-1755
FAX (530) 662-4022

IMPROVEMENT PLANS
FOR
GATEWAY VILLAGE
GRANT AVENUE & EAST STREET, WINTERS, CA

TYPICAL SECTIONS

SCALE 1"=40'
CAD FILE: 1967-3_C0-7
DATE: 08-23-07
JOB NO. 1967-3

SHEET C0.7 OF



NOTES:

1. LOCATIONS OF BENCHES AND BIKE RACKS ARE SHOWN FOR GENERAL REFERENCE. LOCATIONS SHALL BE VERIFIED WITH FINAL ARCHITECTURAL, TENANT IMPROVEMENTS, LANDSCAPE IMPROVEMENTS AND DOOR/UTILITY LOCATIONS. RACKS AS SHOWN, WILL ACCOMMODATE 6 BICYCLES PER RACK.
2. EAST STREET AT GRANT AVE (SR 128) SHALL BE CLOSED OFF WITH POSITIVE LANDSCAPE AND PEDESTRIAN/BIKE IMPROVEMENTS.
3. HATCHING DENOTES EAST STREET RIGHT-OF-WAY TO BE ABANDONED WITH PUBLIC UTILITY EASEMENT TO BE RETAINED.

SCALE: 1" = 30'

DESIGNED BY BPB			
DRAWN BY AD			
CHECKED BY BPB			
REV.	DATE	DESCRIPTION	APP'D.

LAUGENOUR AND MEIKLE

BY BRYAN P. BONINO

DATE P.E. 41604

REGISTRATION EXPIRES 03-31-08

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING
LAND SURVEYING
PLANNING
608 COURT STREET, WOODLAND, CA 95695
PHONE: (530) 662-1755
FAX: (530) 662-4602

IMPROVEMENT PLANS
FOR
GATEWAY VILLAGE
GRANT AVENUE & EAST STREET, WINTERS, CA

PRELIMINARY CIVIL SITE PLAN

SCALE 1"=30'

SHEET C0.4 OF

CAD FILE: 1957-3_C0-4

DATE: 12-05-07

JOB NO. 1957-3

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT
April 4, 2006

TO: Honorable Mayor and Councilmembers

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

FROM: Cas Ellena – Economic Development & Redevelopment Development Director

SUBJECT: Approval of Resolution No. 2007-59 Approving, Authorizing, and Directing execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority; and Public Hearing and Adoption of Resolution 2007-56 authorizing the issuance of tax-exempt revenue bonds by California Statewide Communities Development Authority in an aggregate principal amount not to exceed $5.0 million, to assist in financing the acquisition and rehabilitation of the Almondwood Apartments

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RECOMMENDATION: Staff recommends that the City Council (1) receive the staff report, (2) conduct the public hearing, (3) adopt Resolution No. 2007-59 approving, authorizing and direction execution of an Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority (the "Authority"); and 4) adopt Resolution No. 2007-56 approving the issuance of tax-exempt revenue bonds by the Authority in an aggregate principal amount not to exceed $5.0 million, to assist in financing the acquisition and rehabilitation of Almondwood Apartments.

The Project: Almondwood Apartments is a 39-unit multi-family housing complex located at 801 Dutton Street in the City of Winters (APN 003-330-11-1) (the "Project"). The Project is currently leased out at affordable rents but is at risk of going to market rate rents. Micon Real Estate (the "Developer") desires to acquire and rehabilitate the Project and to keep the Project 100% affordable in that 100% of the 39 homes in the community will be restricted to those whose income is at, or below, 60% of the Area Median Income.

The Tax Exempt Revenue Bonds: The Developer desires to apply for tax-exempt bond financing for the acquisition/rehabilitation and has requested that the City hold a

public hearing under the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA) and approve the issuance of the bonds. Such approval is required for compliance with the federal tax laws under the TEFRA, as well as Section 9 of the Authority's Amended and Restated Joint Powers Agreement (the "Agreement"). The Bonds would be tax-exempt private activity bonds for the purposes of the Internal Revenue Code and, as such, require the approval of the elected body of the governmental entity having jurisdiction over the area where the project to be financed is located. The City has no obligation whatsoever with respect to Bond indebtedness and repayment. The City would not be a party to the financing documents. As set forth in Section 9 of the Agreement of the Authority, the debt would not be secured by any form of taxation, or by any obligation of either the City nor the Authority. Neither would the debt represent or constitute a general obligation of the City nor the Authority. Pursuant to the governing California statutes and the Agreement, a member of the Authority is not responsible for the repayment of obligations incurred by the Authority. The debt would be payable solely from amounts received pursuant to the terms and provisions of financing agreements to be executed by the Developer of the proposed Project. In the financing documents the Developer will also provide comprehensive indemnification to the Authority and its members including the City.

In order for the Authority to issue such Bonds, the City must (1) conduct a public hearing allowing members of the public to comment on the proposed Project, (2) approve the Agreement, thereby agreeing to membership in the Authority, and (3) approve of the Authority's issuance of Bonds on behalf of the proposed financing. Although the Authority (not the City) will be the issuer of the tax-exempt revenue bonds for the Project, the financing cannot proceed without the City becoming a member of the Authority and, as the governmental entity having jurisdiction over the site, approving of the Authority's issuance of indebtedness. The City's membership in the Authority bears with it no cost or other financing obligation, but serves as a public acknowledgement by the "applicable elected representatives" of the project financing.

The Authority: The Authority is a California joint exercise of powers authority, organized and existing under the laws of the State of California (specifically, California Government Code Section 6500 and following), and is sponsored by the League of California Cities and the California State Association of Counties. Under the California Government Code, cities and counties are authorized to form by agreement a governmental entity that combines the powers of such entities to perform certain governmental functions specifically outlined in the Agreement. With respect to the Authority, over 460 California cities, counties and special districts have entered into and executed the Agreement to become a member of the Authority. The Authority is authorized to assist in the financing of multi-family housing projects.

FISCAL IMPACT: The Authority will issue tax-exempt revenue bonds on behalf of the Project. The tax-exempt revenue bonds are payable solely out of the revenues derived by the Developer from the applicable Project. No financial obligations are placed on the City for project financing costs or debt repayment.

PROJECT NOTIFICATION: A legal notice for tonight's public hearing was published in the Winters Express on Thursday, November 29, 2007.

ATTACHMENTS:
-City Council Resolution No. 2007-59
-City Council Resolution No. 2007-56
-Public Hearing Request from California Communities dated November 16, 2007
-Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority
-Notice of Public Hearing published in the Winters Express, November 29, 2007

RESOLUTION NO. 2007-59

RESOLUTION APPROVING, AUTHORIZING AND DIRECTING EXECUTION OF AN AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY

WHEREAS, the City of Winters, California (the "City"), has expressed an interest in participating in the economic development financing programs (the "Programs") in conjunction with the parties to that certain Amended and Restated Joint Exercise of Powers Agreement Relating to the California Statewide Communities Development Authority, dated as of June 1, 1988 (the "Agreement"); and

WHEREAS, there is now before this City Council the form of the Agreement; and

WHEREAS, the City proposes to participate in the Programs and desires that certain projects to be located within the City be financed pursuant to the Programs and it is in the public interest and for the public benefit that the City do so; and

WHEREAS, the Agreement has been filed with the City, and the members of the City Council of the City, with the assistance of its staff, have reviewed said document;

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

Section 1. The Agreement is hereby approved and the Mayor or the City Manager or designee thereof is hereby authorized and directed to execute said document, with such changes, insertions and omissions as may be approved by said Mayor or City Manager, and the City Clerk or such Clerk's designee is hereby authorized and directed to affix the City's seal to said document and to attest thereto.

Section 2. The Mayor, the City Manager, the City Clerk and all other proper officers and officials of the City are hereby authorized and directed to execute such other agreements, documents and certificates, and to perform such other acts and deeds, as may be necessary or convenient to effect the purposes of this Resolution and the transactions herein authorized.

Section 3. The City Clerk of the City shall forward a certified copy of this Resolution and an originally executed Agreement to:

Angie Sessions
Orrick, Herrington & Sutcliffe LLP
400 Capital Mall, Suite 3000
Sacramento, California 95814

Section 4. This resolution shall take effect immediately upon its passage.

ADOPTED by the City Council of the City of Winters at a regular meeting of said Council held on the 18th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

_____
Mayor

ATTEST:

_____
Nanci Mills, City Clerk

RESOLUTION NO. 2007-56

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS FOR THE PURPOSE OF FINANCING THE ACQUISITION AND REHABILITATION OF THE ALMONDWOOD APARTMENTS

WHEREAS, the California Statewide Communities Development Authority (the "Authority") is authorized by the laws of the State of California (the "Law") to issue and deliver multifamily housing revenue obligations for the purpose of financing the acquisition, construction/rehabilitation and development of multifamily residential rental facilities located within the area of operation of the Authority which are to be occupied, in part, by very low and low income tenants; and

WHEREAS, Winters Almondwood, LP, a California limited partnership, or a limited liability company or other limited partnership to be formed by Micon Real Estate (the "Borrower") has requested the Authority to issue and deliver multifamily housing revenue obligations in the anticipated principal amount of $5,000,000 (the "Obligations"), the proceeds of which may only be used for the purpose of financing the acquisition and rehabilitation of 39-unit multifamily residential rental facility commonly known as the Almondwood Apartments located at 801 Dutton Street in the City of Winters, California (the "Project"); and

WHEREAS, the Obligations which are expected to be issued and delivered to finance the acquisition and rehabilitation of the Project would be considered "qualified exempt facility bonds" under Section 142 (a) of the Internal revenue Code of 1986, as amended (the "Code"), and Section 147(f) of the Code requires that the "applicable elected representative" with respect to the Project hold a public hearing on the issuance and delivery of the Obligations; and

WHEREAS, the City Council of the City of Winters as the "applicable elected representatives" to hold said public hearing, has held said public hearing at which all those interest in speaking with respect to the proposed financing of the Project were heard.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City Council hereby finds and determines that the foregoing recitals are true and correct.

2. For purposes of the requirements of the Code only, the City Council hereby approves the proposed financing of the Project by the Authority with the proceeds of the Obligations.

3. The issuance and delivery of the Obligations shall be subject to the approval of and execution by the Authority of all financing documents relating thereto to which the Authority is a party and subject to the sale of the Obligations by the Authority.

4. The adoption of this Resolution is solely for the purpose of meeting the requirements of the Code and shall not be construed in any other manner, the City nor its staff having fully reviewed or considered the financial feasibility of the Project or the expected financing or operation of the Project with regards to any State of California statutory requirements, and such adoption shall not obligate (i) the City to provide financing to the Borrower for the acquisition, rehabilitation and development of the Project or to issue the Obligations for purposes of such financing; or (ii) the City, of or any department of the City, to approve any application or request for, or take any other action in connection with, any environmental, General Plan, zoning or any other permit or other action necessary for the acquisition, rehabilitation, development or operation of the Project.

5. The City Clerk of the City shall forward a certified copy of this Resolution and a copy of the affidavit of publication of the public hearing notice to:

Thomas A. Downey
Jones Hall, A Professional Law Corporation
650 California Street, 18th Floor
San Francisco, California 94108

6. This resolution shall take effect upon its adoption.

PASSED AND ADOPTED this 18th day of December, 2007, by the following roll call vote:

Ayes:

Nays:

Abstain:

_____
Mayor

ATTEST:

_____
Nanci Mills, City Clerk

CALIFORNIA COMMUNITIES
JOINT POWERS AUTHORITY
Building Communities, Investing in Local Government Since 1988

November 16, 2007

VIA EMAIL

Cas Ellena
City of Winters
318 First Street
Winters, CA 95694

Re: Public Hearing request for Almondwood Apartments

Dear Cas:

Micon Real Estate (the "Applicant") has submitted to the California Statewide Communities Development Authority (the "Authority") an application (the "Application") for the financing of the acquisition and rehabilitation of a multi-family housing facility (the "Project") through the issuance of tax-exempt obligations in an aggregate principal amount not to exceed $5.0 million. The Project is located in the City of Winters at 801 Dutton Street, as described in the attached application. The purpose of this letter is to request the assistance of the City of Winters in conducting on Tuesday, December 18th, 2007 a public hearing with respect to the proposed financing.

As you are aware, the Authority is a joint exercise of powers authority consisting of numerous California cities, counties and special districts. The Authority pursuant to its Amended and Restated Joint Exercise of Powers Agreement is authorized to assist in the financing of facilities for multi-family housing. In order to initiate such a financing, the member participant of the Authority in which the proposed facilities will be located must (i) conduct a public hearing and (ii) approve the Authority's issuance of indebtedness. Therefore, although the Authority will be the issuer of the tax-exempt revenue obligations for the Applicant, the financing cannot proceed without the City of Winters' approval of the financing.

I have attached for your review a copy of the Application filed with the Authority. You will be receiving shortly a letter from Tom Downey of Jones Hall, serving as bond counsel, describing the public hearing process and the requirements under state and federal laws, including the Tax Equity and Fiscal Responsibility Act (TEFRA). This letter will include for your review the form of Notice of Public Hearing and the form of City Council Resolution evidencing that the City has approved of the financing.

Founding Co-Sponsors
CSAC
LEAGUE OF CALIFORNIA CITIES

2033 North Main Street, Suite 700 • Walnut Creek, California 94596
800.635.3093 • 925.933.9229 • Fax 925.933.8457 • info@cacommunities.org • www.cacommunities.org

Thank you for your attention to the matter. Please contact me at your earliest convenience to discuss the City's willingness in the scheduling of such public hearing.

Sincerely,

Terrence Murphy

CC: Tom Downey; Jones Hall; tdowney@joneshall.com

Enclosures

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. **Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other appliable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. **Term.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. **Authority.**

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

C. OFFICERS; DUTIES; OFFICIAL BONDS.

The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all money of the Authority, from whatever source derived.

The Treasurer of the Authority shall have the powers, duties and responsibilities specified in Section 6505.5 of the Joint Exercise of Powers Act.

The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than $1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute .any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

(4) Minutes.

The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

E. RULES AND REGULATIONS.

The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

Section 4. Powers.

The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. <u>Fiscal Year</u>.

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. **Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

Section 7. **Bonds.**

The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. **Local Approval.**

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. **Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. <u>Accounts and Reports</u>.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

_____

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
RELATING TO THE CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

THIS AGREEMENT, dated as of June 1, 1988, by and among the parties executing this Agreement (all such parties, except those which have withdrawn in accordance with Section 13 hereof, being herein referred to as the "Program Participants"):

WITNESSETH

WHEREAS, pursuant to Title 1, Division 7, Chapter 5 of the Government Code of the State of California (the "Joint Exercise of Powers Act"), two or more public agencies may by agreement jointly exercise any power common to the contracting parties; and

WHEREAS, each of the Program Participants is a "public agency" as that term is defined in Section 6500 of the Government Code of the State of California, and

WHEREAS, each of the Program Participants is empowered to promote economic development, including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, within its boundaries; and

WHEREAS, a public entity established pursuant to the Joint Exercise of Powers Act is empowered to issue industrial development bonds pursuant to the California Industrial Development Financing Act (Title 10 (commencing with Section 91500 of the Government Code of the State of California)) (the "Act") and to otherwise undertake financing programs under the Joint Exercise of Powers Act or other applicable provisions of law to promote economic development through the issuance of bonds, notes, or other evidences of indebtedness, or certificates of participation in leases or other agreements (all such instruments being herein collectively referred to as "Bonds"); and

WHEREAS, in order to promote economic development within the State of California, the County Supervisors Association of California ("CSAC"), together with the California Manufacturers Association, has established the Bonds for Industry program (the "Program").

WHEREAS, in furtherance of the Program, certain California counties (collectively, the "Initial Participants") have entered into that certain Joint Exercise of Powers Agreement dated as of November 18, 1987 (the "Initial Agreement"), pursuant to which the California Counties Industrial Development Authority has been established as a separate entity under the Joint Exercise of Powers Act for the purposes and with the powers specified in the Initial Agreement; and

WHEREAS, the League of California Cities ("LCC") has determined to join as a sponsor of the Program and to actively participate in the administration of the Authority; and

WHEREAS, the Initial Participants have determined to specifically authorize the Authority to issue Bonds pursuant to Article 2 of the Joint Exercise of Powers Act ("Article 2") and Article 4 of the Joint Exercise of Powers Act ("Article 4"), as well as may be authorized by the Act or other applicable law; and

WHEREAS, the Initial Participants desire to rename the California Counties Industrial Development Authority to better reflect the additional sponsorship of the Program; and

WHEREAS, each of the Initial Participants has determined that it is in the public interest of the citizens within its boundaries, and to the benefit of such Initial Participant and the area and persons served by such Initial Participant, to amend and restate in its entirety the Initial Agreement in order to implement the provisions set forth above; and

WHEREAS, it is the desire of the Program Participants to use a public entity established pursuant to the Joint Exercise of Powers Act to undertake projects within their respective jurisdictions that may be financed with Bonds issued pursuant to the Act, Article 2, Article 4, or other applicable provisions of law; and

WHEREAS, the projects undertaken will result in significant public benefits, including those public benefits set forth in Section 91502.1 of the Act, an increased level of economic activity, or an increased tax base, and will therefore serve and be of benefit to the inhabitants of the jurisdictions of the Program Participants;

NOW, THEREFORE, the Program Participants, for and in consideration of the mutual promises and agreements herein contained, do agree to restate and amend the Initial Agreement in its entirety to provide as follows:

Section 1. **Purpose.**

This Agreement is made pursuant to the provisions of the Joint Exercise of Powers Act, relating to the joint exercise of powers common to public agencies, in this case being the Program Participants. The Program Participants each possess the powers referred to in the recitals hereof. The purpose of this Agreement is to establish an agency for, and with the purpose of, issuing Bonds to finance projects within the territorial limits of the Program Participants pursuant to the Act, Article 2, Article 4, or other appliable provisions of law; provided, however that nothing in this Agreement shall be construed as a limitation on the rights of the Program Participants to pursue economic development outside of this Agreement, including the rights to issue Bonds through industrial development authorities under the Act, or as otherwise permitted by law.

Within the various jurisdictions of the Program Participants such purpose will be accomplished and said powers exercised in the manner hereinafter set forth.

Section 2. **Term.**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for a period of forty (40) years from the date hereof, or until such time as it is terminated in writing by all the Program Participants; provided, however, that this Agreement shall not terminate or be terminated until the date on which all Bonds or other indebtedness issued or caused to be issued by the Authority shall have been retired, or full provision shall have been made for their retirement, including interest until their retirement date.

Section 3. **Authority.**

A. CREATION AND POWERS OF AUTHORITY.

(1) Pursuant to the Joint Exercise of Powers Act, there is hereby created a public entity to be known as the "California Statewide Communities Development Authority" (the "Authority"), and said Authority shall be a public entity separate and apart from the Program Participants. Its debts, liabilities and obligations do not constitute debts, liabilities or obligations of any party to this Agreement.

B. COMMISSION.

The Authority shall be administered by a Commission (the "Commission") which shall consist of seven members, each

serving in his or her individual capacity as a member of the Commission. The Commission shall be the administering agency of this Agreement, and, as such, shall be vested with the powers set forth herein, and shall execute and administer this Agreement in accordance with the purposes and functions provided herein.

Four members of the Commission shall be appointed by the governing body of CSAC and three members of the Commission shall be appointed by the governing body of LCC. Initial members of the Commission shall serve a term ending June 1, 1991. Successors to such members shall be selected in the manner in which the respective initial member was selected and shall serve a term of three years. Any appointment to fill an unexpired term, however, shall be for such unexpired term. The term of office specified above shall be applicable unless the term of office of the respective member is terminated as hereinafter provided, and provided that the term of any member shall not expire until a successor thereto has been appointed as provided herein.

Each of CSAC and LCC may appoint an alternate member of the Commission for each member of the Commission which it appoints. Such alternate member may act as a member of the Commission in place of and during the absence or disability of such regularly appointed member. All references in this Agreement to any member of the Commission shall be deemed to refer to and include the applicable alternate member when so acting in place of a regularly appointed member.

Each member or alternate member of the Commission may be removed and replaced at any time by the governing body by which such member was appointed. Any individual, including any member of the governing body or staff of CSAC or LCC, shall be eligible to serve as a member or alternate member of the Commission.

Members and alternate members of the Commission shall not receive any compensation for serving as such but shall be entitled to reimbursement for any expenses actually incurred in connection with serving as a member or alternate member, if the Commission shall determine that such expenses shall be reimbursed and there are unencumbered funds available for such purpose.

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The Commission shall elect a Chair, a Vice-Chair, and a Secretary of the Authority from among its members to serve for such term as shall be determined by the Commission. The Commission shall appoint one or more of its officers or

employees to serve as treasurer, auditor, and controller of the Authority (the "Treasurer") pursuant to Section 6505.6 of the Joint Exercise of Powers Act to serve for such term as shall be determined by the Commission.

Subject to the applicable provisions of any resolution, indenture or other instrument or proceeding authorizing or securing Bonds (each such resolution, indenture, instrument and proceeding being herein referred to as an "Indenture") providing for a trustee or other fiscal agent, the Treasurer is designated as the depositary of the Authority to have custody of all money of the Authority, from whatever source derived.

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The Treasurer of the Authority is designated as the public officer or person who has charge of, handles, or has access to any property of the Authority, and such officer shall file an official bond with the Secretary of the Authority in the amount specified by resolution of the Commission but in no event less than $1,000. If and to the extent permitted by law, any such officer may satisfy this requirement by filing an official bond in at least said amount obtained in connection with another public office.

The Commission shall have the power to appoint such other officers and employees as it may deem necessary and to retain independent counsel, consultants and accountants.

The Commission shall have the power, by resolution, to the extent permitted by the Joint Exercise of Powers Act or any other applicable law, to delegate any of its functions to one or more of the members of the Commission or officers or agents of the Authority and to cause any of said members, officers or agents to take any actions and execute .any documents or instruments for and in the name and on behalf of the Commission or the Authority.

D. MEETINGS OF THE COMMISSION.

(1) Regular Meetings.

The Commission shall provide for its regular meetings; provided, however, it shall hold at least one regular meeting each year. The date, hour and place of the holding of the regular meetings shall be fixed by resolution of the Commission and a copy of such resolution shall be filed with each party hereto.

(2) Special Meetings.

Special meetings of the Commission may be called in accordance with the provisions of Section 54956 of the Government Code of the State of California.

(3) Ralph M. Brown Act.

All meetings of the Commission, including, without limitation, regular, adjourned regular, special, and adjourned special meetings shall be called, noticed, held and conducted in accordance with the provisions of the Ralph M. Brown Act (commencing with Section 54950 of the Government Code of the State of California).

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The Secretary of the Authority shall cause to be kept minutes of the regular, adjourned regular, special, and adjourned special meetings of the Commission and shall, as soon as possible after each meeting, cause a copy of the minutes to be forwarded to each member of the Commission.

(5) Quorum.

A majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC shall constitute a quorum for the transaction of business. No action may be taken by the Commission except upon the affirmative vote of a majority of the members of the Commission which includes at least one member appointed by the governing body of each of CSAC and LCC, except that less than a quorum may adjourn a meeting to another time and place.

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The Authority may adopt, from time to time, by resolution of the Commission such rules and regulations for the conduct of its meetings and affairs as may be required.

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The Authority shall have any and all powers relating to economic development authorized by law to each of the parties hereto and separately to the public entity herein created, including, without limitation, the promotion of opportunities for the creation and retention of employment, the stimulation of economic activity, and the increase of the tax base, within the jurisdictions of such parties. Such powers shall include the common powers specified in this

Agreement and may be exercised in the manner and according to the method provided in this Agreement. All such powers common to the parties are specified as powers of the Authority. The Authority is hereby authorized to do all acts necessary for the exercise of such powers, including, but not limited to, any or all of the following: to make and enter into contracts; to employ agents and employees; to acquire, construct, provide for maintenance and operation of, or maintain and operate, any buildings, works or improvements; to acquire, hold or dispose of property wherever located; to incur debts, liabilities or obligations; to receive gifts, contributions and donations of property, funds, services and other forms of assistance from persons, firms, corporations and any governmental entity; to sue and be sued in its own name; and generally to do any and all things necessary or convenient to the promotion of economic development, including without limitation the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, and the increase of the tax base, all as herein contemplated. Without limiting the generality of the foregoing, the Authority may issue or cause to be issued bonded and other indebtedness, and pledge any property or revenues as security to the extent permitted under the Joint Exercise of Powers Act, including Article 2 and Article 4, the Act or any other applicable provision of law.

The manner in which the Authority shall exercise its powers and perform its duties is and shall be subject to the restrictions upon the manner in which a California county could exercise such powers and perform such duties until a California general law city shall become a Program Participant, at which time it shall be subject to the restrictions upon the manner in which a California general law city could exercise such powers and perform such duties. The manner in which the Authority shall exercise its powers and perform its duties shall not be subject to any restrictions applicable to the manner in which any other public agency could exercise such powers or perform such duties, whether such agency is a party to this Agreement or not.

Section 5. **Fiscal Year.**

For the purposes of this Agreement, the term "Fiscal Year" shall mean the fiscal year as established from time to time by the Authority, being, at the date of this Agreement, the period from July 1 to and including the following June 30, except for the first Fiscal Year which shall be the period from the date of this Agreement to June 30, 1988.

Section 6. **Disposition of Assets.**

At the end of the term hereof or upon the earlier termination of this Agreement as set forth in Section 2 hereof, after payment of all expenses and liabilities of the Authority, all property of the Authority both real and personal shall automatically vest in the Program Participants and shall thereafter remain the sole property of the Program Participants; provided, however, that any surplus money on hand shall be returned in proportion to the contributions made by the Program Participants.

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The Authority shall issue Bonds for the purpose of exercising its powers and raising the funds necessary to carry out its purposes under this Agreement. Said Bonds may, at the discretion of Authority, be issued in series.

The services of bond counsel, financing consultants and other consultants and advisors working on the projects and/or their financing shall be used by the Authority. The fees and expenses of such counsel, consultants, advisors, and the expenses of CSAC, LCC, and the Commission shall be paid from the proceeds of the Bonds or any other unencumbered funds of the Authority available for such purpose.

Section 9. **Local Approval.**

A copy of the application for financing of a project shall be filed by the Authority with the Program Participant in whose jurisdiction the project is to be located. The Authority shall not issue Bonds with respect to any project unless the governing body of the Program Participant in whose jurisdiction the project is to be located, or its duly authorized designee, shall approve, conditionally or unconditionally, the project, including the issuance of Bonds therefor. Action to approve or disapprove a project shall be taken within 45 days of the filing with the Program Participant. Certification of approval or disapproval shall be made by the clerk of the governing body of the Program Participant, or by such other officer as may be designated by the applicable Program Participant, to the Authority.

Section 8. **Bonds Only Limited and Special Obligations of Authority.**

The Bonds, together with the interest and premium, if any, thereon, shall not be deemed to constitute a debt of any Program Participant, CSAC, or LCC or pledge of the faith and credit of the Program Participants, CSAC, LCC, or the

Authority. The Bonds shall be only special obligations of the Authority, and the Authority shall under no circumstances be obligated to pay the Bonds or the respective project costs except from revenues and other funds pledged therefor. Neither the Program Participants, CSAC, LCC, nor the Authority shall be obligated to pay the principal of, premium, if any, or interest on the Bonds, or other costs incidental thereto, except from the revenues and funds pledged therefor, and neither the faith and credit nor the taxing power of the Program Participants nor the faith and credit of CSAC, LCC, or the Authority shall be pledged to the payment of the principal of, premium, if any, or interest on the Bonds nor shall the Program Participants, CSAC, LCC, or the Authority in any manner be obligated to make any appropriation for such payment.

No covenant or agreement contained in any Bond or Indenture shall be deemed to be a covenant or agreement of any member of the Commission, or any officer, agent or employee of the Authority in his individual capacity and neither the Commission of the Authority nor any officer thereof executing the Bonds shall be liable personally on any Bond or be subject to any personal liability or accountability by reason of the issuance of any Bonds.

Section 10. <u>Accounts and Reports</u>.

All funds of the Authority shall be strictly accounted for. The Authority shall establish and maintain such funds and accounts as may be required by good accounting practice and by any provision of any Indenture (to the extent such duties are not assigned to a trustee of Bonds). The books and records of the Authority shall be open to inspection at all reasonable times by each Program Participant.

The Treasurer of the Authority shall cause an independent audit to be made of the books of accounts and financial records of the Agency by a certified public accountant or public accountant in compliance with the provisions of Section 6505 of the Joint Exercise of Powers Act. In each case the minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Section 26909 of the Government Code of the State of California and shall conform to generally accepted auditing standards. When such an audit of accounts and records is made by a certified public accountant or public accountant, a report thereof shall be filed as public records with each Program Participant and also with the county auditor of each county in which a Program Participant is located. Such report shall be filed within 12 months of the end of the Fiscal Year or Years under examination.

Any costs of the audit, including contracts with, or employment of, certified public accountants or public accountants in making an audit pursuant to this Section, shall be borne by the Authority and shall be a charge against any unencumbered funds of the Authority available for that purpose.

In any Fiscal Year the Commission may, by resolution adopted by unanimous vote, replace the annual special audit with an audit covering a two-year period.

The Treasurer of the Authority, within 120 days after the close of each Fiscal Year, shall give a complete written report of all financial activities for such Fiscal Year to each of the Program Participants to the extent such activities are not covered by the reports of the trustees for the Bonds. The trustee appointed under each Indenture shall establish suitable funds, furnish financial reports and provide suitable accounting procedures to carry out the provisions of said Indenture. Said trustee may be given such duties in said Indenture as may be desirable to carry out this Agreement.

Section 11. Funds.

Subject to the applicable provisions of each Indenture, which may provide for a trustee to receive, have custody of and disburse Authority funds, the Treasurer of the Authority shall receive, have the custody of and disburse Authority funds pursuant to the accounting procedures developed under Section 10 hereof, and shall make the disbursements required by this Agreement or otherwise necessary to carry out any of the provisions or purposes of this Agreement.

Section 12. Notices.

Notices and other communications hereunder to the Program Participants shall be sufficient if delivered to the clerk of the governing body of each Program Participant.

Section 13. Withdrawal and Addition of Parties.

A Program Participant may withdraw from this Agreement upon written notice to the Commission; provided, however, that no such withdrawal shall result in the dissolution of the Authority so long as any Bonds remain outstanding under an Indenture. Any such withdrawal shall be effective only upon receipt of the notice of withdrawal by the Commission which shall acknowledge receipt of such notice of withdrawal in writing and shall file such notice as an amendment to this Agreement effective upon such filing.

Qualifying public agencies may be added as parties to this Agreement and become Program Participants upon: (i) the filing by such public agency of an executed counterpart of this Agreement, together with a certified copy of the resolution of the governing body of such public agency approving this Agreement and the execution and delivery hereof; and (ii) adoption of a resolution of the Commission approving the addition of such public agency as a Program Participant. Upon satisfaction of such conditions, the Commission shall file such executed counterpart of this Agreement as an amendment hereto, effective upon such filing.

Section 14. Indemnification.

To the full extent permitted by law, the Commission may authorize indemnification by the Authority of any person who is or was a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, and who was or is a party or is threatened to be made a party to a proceeding by reason of the fact that such person is or was such a member or alternate member of the Commission, or an officer, employee or other agent of the Authority, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding, if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the Authority and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful and, in the case of an action by or in the right of the Authority, acted with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances.

Section 15. Contributions and Advances.

Contributions or advances of public funds and of the use of personnel, equipment or property may be made to the Authority by the parties hereto for any of the purposes of this Agreement. Payment of public funds may be made to defray the cost of any such contribution. Any such advance may be made subject to repayment, and in such case shall be repaid, in the manner agreed upon by the Authority and the party making such advance at the time of such advance.

Section 16. Immunities.

All of the privileges and immunities from liabilities, exemptions from laws, ordinances and rules, all pension, relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents or employees of Program Participants when performing their

respective functions within the territorial limits of their respective public agencies, shall apply to them to the same degree and extent while engaged as members of the Commission or otherwise as an officer, agent or other representative of the Authority or while engaged in the performance of any of their functions or duties extraterritorially under the provisions of this Agreement.

Section 17. Amendments.

Except as provided in Section 13 above, this Agreement shall not be amended, modified, or altered except by a written instrument duly executed by each of the Program Participants.

Section 18. Effectiveness.

This Agreement shall become effective and be in full force and effect and a legal, valid and binding obligation of each of the Program Participants at 9:00 a.m., California time, on the date that the Commission shall have received from each of the Initial Participants an executed counterpart of this Agreement, together with a certified copy of a resolution of the governing body of each such Initial Participant approving this Agreement and the execution and delivery hereof.

Section 19. Partial Invalidity.

If anyone or more of the terms, provisions, promises, covenants or conditions of this Agreement shall to any extent be adjudged invalid, unenforceable, void or voidable for any reason whatsoever by a court of competent jurisdiction, each and all of the remaining terms, provisions, promises, covenants and conditions of this Agreement shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Section 20. Successors.

This Agreement shall be binding upon and shall inure to the benefit of the successors of the parties hereto. Except to the extent expressly provided herein, no party may assign any right or obligation hereunder without the consent of the other parties.

Section 21. Miscellaneous.

This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

The section headings herein are for convenience only and are not to be construed as modifying or governing the language in the section referred to.

Wherever in this Agreement any consent or approval is required, the same shall not be unreasonably withheld.

This Agreement is made in the State of California, under the Constitution and laws of such state and is to be so construed.

This Agreement is the complete and exclusive statement of the agreement among the parties hereto, which supercedes and merges all prior proposals, understandings, and other agreements, including, without limitation, the Initial Agreement, whether oral, written, or implied in conduct, between and among the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their proper officers thereunto duly authorized, and their official seals to be hereto affixed, as of the day and year first above written.

Program Participant:

_____

[SEAL]

By _____

Name:

Title:

ATTEST:

By _____

Name:

Title:

November 29, 2007

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the City Council of the City of Winters, California (the "City") at its regular meeting on Tuesday, December 18, 2007, will hold a public hearing and consider approval of the issuance by the California Statewide Communities Development Authority of multifamily housing revenue bonds in the aggregate principal amount of approximately $5,000,000, the proceeds of which will be applied to the financing of the acquisition and rehabilitation of a 39-unit multifamily residential rental facility commonly known as the Almondwood Apartments (the "Project") located at 801 Dutton Street in the City of Winters, California, Assessor's Parcel Number 003-330-11-1.

The owner of the Project will be Winters Almondwood, LP, a California limited partnership, or a limited liability company or other limited partnership to be formed by Micon Real Estate.

All those interested in matters related to either the issuance of the revenue bonds or the location or operation of the project are invited to attend and be heard at the meeting, which will commence at 7:30 p.m. or as soon thereafter as the matter may be hard, and will be held in the City Council Chambers located at 318 First Street, Winters, California. If you have any questions regarding this matter, please call Terrence Murphy of the California Statewide Communities Development Authority, at (925) 933-9229.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, Community Development Department, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 105. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

ALL INTRESESTED PERSONS ARE INVITED TO APPEAR AT THE MEETING DATE(S) IDENTIFIED ABOVE AT 7:30 P.M. IN COUNCIL CHAMBERS TO COMMENT. COPIES OF ALL THE ABOVE PROJECT DESCRIPTIONS, PLANS AND THE COMPLETE FILE, CAN BE VIEWED AT THE OFFICE OF THE COMMUNITY DEVELOPMENT DEPARTMENT, 318 FIRST STREET, CITY HALL, AT LEAST FIVE DAYS PRIOR TO THE HEARING, OR CALL THE STAFF CONTACT PERSON AT (530) 795-4910, EXTENSION 112. ALL INTERESTED PERSONS ARE INVITED TO ATTEND THE HEARING AND EXPRESS THEIR COMMENTS. WRITTEN COMMENTS WILL BE ACCEPTED PRIOR TO, AT, AND DURING THE HEARING. ALL COMMENTS RECEIVED WILL BE GIVEN TO THE CITY COUNCIL FOR THEIR CONSIDERATION.

PURSUANT TO SECTION 65009 (B) (2), OF THE STATE GOVERNMENT CODE "IF YOU CHALLENGE ANY OF THE ABOVE PROJECTS IN COURT, YOU MAY BE LIMITED TO RAISING ONLY THOSE ISSUES YOU OR SOMEONE ELSE RAISED AT THE PUBLIC HEARING(S) DESCRIBED IN THIS NOTICE, OR IN WRITTEN CORRESPONDENCE DELIVERED TO THE CITY COUNCIL AT, OR PRIOR TO, THIS PUBLIC HEARING".

Cas Ellena, Economic Development & Redevelopment Director

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE : December 18, 2007

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

FROM: Cas Ellena, Redevelopment & Economic Development Director

SUBJECT: Public Hearing and First Reading of Ordinance 2008-01, an Ordinance of the City of Winters, Eliminating the Existing Time Limit on Incurring Debt and Amending Certain Time Limitations with Respect to the Redevelopment Plan for the Winters Community Development Agency Project Area and Approval of Resolution 2007-57, a Resolution of the City Council of the City of Winters, Electing to Receive a Portion of the Tax Increments Pursuant to Health and Safety Code Sections 33607.7 and 33607.5

RECOMMENDATION: Staff recommends that the City Council: 1) Hold a Public Hearing regarding Ordinance 2008-01; 2) Introduce and Waive First Reading of Ordinance 2008-01 Eliminating and Amending Certain Time Limitations with Respect to the Redevelopment Plan for the Winters Community Development Agency Project Area; and 3) Adopt Resolution No. 2007-57 Electing to Receive a Portion of the Tax Increments Pursuant to Health and Safety Code Sections 33607.7 and 33607.5

BACKGROUND: The City Council adopted Ordinance No. 92-08 on July 20, 1992, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Winters Community Development Agency Project. The City Council later adopted Ordinance No. 94-11 on September 20, 1994, to establish and amend certain time limits contained in the Redevelopment Plan. The Redevelopment Agency of the City of Winters, commonly referred to as the Community Development Agency of the City of Winters (the "CDA"), is vested with the responsibility to carry out the Redevelopment Plan.

Senate Bill 211 – Eliminate Debt Incurrence Limit: Assembly Bill 1290 (AB 1290), which became effective in 1994, imposed certain time limits on redevelopment plans including time limits on incurring debt, receipt of tax increment and effectiveness of the redevelopment plan. The outside time limit for incurring debt under AB 1290 for plans

adopted prior to 1994 was the later of 20 years after plan adoption or January 1, 2004. The CDA's existing time limit for incurring debt terminates on July 20, 2012.

In 2001, the State Legislature passed Senate Bill 211 (SB 211) (codified in part at Health and Safety Code Section 33333.6(e)(2)) which allows a community to amend a pre-1994 plan to delete the debt incurrence limit previously established by AB 1290, with the result that an agency can incur debt under such a plan up to the deadline for the effectiveness of the plan. Such an amendment simply requires the adoption of an ordinance by the legislative body (City Council) without any noticing, hearing, or documentation requirements normally applicable to a redevelopment plan amendment, although standard ordinance adoption procedures must be followed.

If a redevelopment plan is amended to eliminate the debt incurrence limit, Health and Safety Code Section 33607.7 does require that payments be made to affected taxing entities as follows: (1) if an agreement already exists that requires payments to the taxing entity, the taxing entity will continue to receive the amount required to be paid under that agreement, and (2) if an agreement does not exist, the taxing entity will be paid the statutory pass-through payments provided for under Section 33607.5, commencing in the first fiscal year following the fiscal year in which the limitation would have taken effect without the amendment, and continuing until termination of the redevelopment plan.

Section 33607.5(b) of the Health and Safety Code requires the Agency to pay to the affected taxing entities an amount equal to 25 percent of the tax increments received by the Agency after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted. The payments are based on an adjusted base year value. In the case of the Winters Community Development Agency Project, the adjusted base year value would be established in fiscal year 2012-13 (the year the time limit would have taken effect), and statutory pass-through payments to those entities that do not already have an existing agreement with the Agency would commence in the following fiscal year (2013-14), based on the adjusted base year value.

The CDA currently has pass-through agreements with the County, the Winters Cemetery District, the Sac-Yolo Mosquito Abatement and Vector Control District, and the Solano County Community College District. A plan amendment to eliminate the deadline to incur debt would trigger statutory pass-through agreements with the taxing entities not already under a pass-through agreement which includes various smaller entities and the school district.

City Election to Receive Pass-Through Payments: The City is also an affected taxing entity, and is entitled to receive its statutory pass-through payments. In order to receive these payments, the City must formally elect to receive its share of the statutory pass through payments (the "City Election"). Staff recommends the City elect to receive its share of the pass-through payments but then allocate the funds back to the CDA for redevelopment projects.

ERAF Extensions: Section 33681.9 of the Health and Safety Code was added by Senate Bill 1045 (SB 1045), which took effect on September 1, 2003. SB 1045 required a one-time statewide revenue contribution of $135 million from redevelopment agencies to the Educational Revenue Augmentation Fund ("ERAF") in each county during the 2003-04 fiscal year. In order to lessen the financial burden caused to redevelopment agencies by this ERAF shift, SB 1045 also amended Health and Safety Code Section 33333.6 to provide that when a redevelopment agency is required to make a 2003-04 ERAF payment, the agency has the option to extend by one year both the time limit on the effectiveness of the redevelopment plan and the established time limit for repayment of indebtedness. In order for these new deadlines to become effective, the legislative body (City Council) must adopt an ordinance to extend these limits. There are no other noticing, hearing or documentation requirements for these extensions.

The existing time limit on the effectiveness of the Winters Community Development Agency Redevelopment Project Area, as set forth in Section X "Duration of this Plan" of the Winters Community Development Project Area Plan ("Redevelopment Plan"), and as previously amended by Section 2 of Ordinance No. 94-11 is July 20, 2032. Adoption of Ordinance No. 2008-01 would extend this time limit to July 20, 2033.

The existing time limit within which the CDA may pay indebtedness or receive property taxes, previously established by Section 2 of Ordinance No. 94-11, is July 20, 2042. Adoption of Ordinance No. 2008-01 would extend this time limit to July 20, 2043.

DISCUSSION: An analysis by Urban Futures indicates that if the City were to adopt Ordinance 2008-01 to eliminate the debt incurrence deadline, the project pass-through obligation triggered would total $3.3 million during the remaining life of the Project Area. However, the CDA could collect net tax increment (after pass-through payments) of $75 million over that same time period so comparatively, the additional pass-through payments is insignificant compared to the amount of tax increment revenues that are anticipated to be produced during that period.

The CDA's Redevelopment Plan contains a requirement that the principal amount of bonded indebtedness outstanding at any one time shall not exceed $25,000,000. Currently, the CDA has approximately $19,290,000 of outstanding debt. Conservative analysis indicates that should the CDA desire to, it could support an additional bond issue by the year 2012. In order to do so, the Redevelopment Plan would have to be amended to provide for additional bonded debt capacity and also to extend the time limit to incur debt. This amendment would also trigger the pass-through requirement. Meaning that though adoption of Ordinance 2008-01 would trigger statutory pass-through payments in 2013-14, the CDA would be triggering these pass-through payments anyway should it desire to increase its bonded debt capacity in the future.

Eliminating the time limit to incur debt, and extending the time limit on the effectiveness of the Redevelopment Plan and the time limit on the CDA's ability to pay indebtedness or

receive tax increment by one year will allow the CDA to continue all of its activities under the Redevelopment Plan, including undertaking new projects and entering into contracts until the expiration of the Redevelopment Plan, and lessen the financial impact caused by the CDA's 2003-04 ERAF payment. Should the City determine to not eliminate the deadline to incur debt, the CDA would be limited in its ability to collect tax increment on debt incurred prior to July 2012 which would significantly limit the ability of the CDA to implement its Redevelopment Plan by reducing the amount of funds available to the CDA.

RECOMMENDATION: Staff recommends the City Council approve Ordinance 2008-01, eliminating the existing time limit on incurring debt, and extending the time limits for the Redevelopment Plan's effectiveness and the limit on the receipt of tax increment by one year each.

ATTACHMENTS:

- Ordinance No. 2008-01
- Resolution No. 2007-57

ORDINANCE NO. 2008-01

AN ORDINANCE OF THE CITY OF WINTERS, CALIFORNIA, ELIMINATING THE EXISTING TIME LIMIT ON INCURRING DEBT AND AMENDING CERTAIN TIME LIMITATIONS WITH RESPECT TO THE REDEVELOPMENT PLAN FOR THE WINTERS COMMUNITY DEVELOPMENT AGENCY PROJECT AREA

WHEREAS, the City Council of the City of Winters, California (the "City Council"), adopted Ordinance No. 92-08 on July 20, 1992, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Winters Community Development Project Area (the "Project"); and

WHEREAS, on September 20, 1994, the City Council adopted Ordinance No. 94-11, establishing and amending certain limitations with respect to the Redevelopment Plan; and

WHEREAS, the Community Development Agency of the City of Winters, California (the "CDA"), has been designated as the official redevelopment agency in the City of Winters to carry out the functions and requirements of the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000 et seq.) and to implement the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the Health and Safety Code was amended by SB 211 which took effect on January 1, 2002, which authorizes redevelopment agencies to eliminate the time limit on the establishment of loans, advances, and indebtedness previously required by that section prior to January 1, 2002; and

WHEREAS, Section 33681.9 of the Health and Safety Code was added by SB 1045 which took effect on September 1, 2003, which required the CDA during the 2003-04 fiscal year to make a payment for deposit in Yolo County's Educational Revenue Augmentation Fund; and

WHEREAS, Section 33333.6 of the Health and Safety Code was amended by SB 1045 to provide that when an agency is required to make a payment pursuant to Section 33681.9 the legislative body may amend the redevelopment plan to extend by one year the time limit of the effectiveness of the plan and the time limit to repay indebtedness;

NOW, THEREFORE, THE CITY COUNCIL OF THE WINTERS, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. The Redevelopment Plan for the Winters Community Development Agency Project Area is hereby amended to eliminate the time limit on the establishment of loans, advances, and indebtedness originally established by Section VII.B. of the Redevelopment Plan, and as previously amended by Section 1 of Ordinance No. 94-11.

Section 2. The time limit on the effectiveness of the Redevelopment Plan, as set forth in Section X "Duration of this Plan" of the Redevelopment Plan, as previously amended by Section 2 of Ordinance No. 94-11, shall be further amended to read as follows: "forty-one (41)

years from the date of adoption of this Plan." Based upon the date of adoption of the Redevelopment Plan, the effectiveness of the Redevelopment Plan shall terminate on July 20, 2033.

Section 3. The time limit within which the Agency may pay indebtedness or receive property taxes pursuant to Health and Safety Section 33670, previously established by Section 2 of Ordinance No. 94-11, is hereby amended to read as follows: "Except as provided in subsections 33333.6(f), (g) and (h) of the Health and Safety Code, the Agency shall not pay indebtedness or receive property taxes pursuant to Health and Safety Code Section 33670 after ten (10) years from the termination of the effectiveness of the Redevelopment Plan." Based upon the termination date established in Section 2 of this Ordinance, the Agency shall not pay indebtedness or receive property taxes pursuant to Section 33670 after July 20, 2043.

Section 4. Ordinance Nos. 92-08 and 94-11 are continued in full force and effect except as amended by this Ordinance.

Section 5. The City Clerk is hereby directed to send a certified copy of this Ordinance to the Agency.

Section 6. If any part of this Ordinance is held to be invalid for any reason, such decision shall not affect the validity of the remaining portion of this Ordinance, and this City Council hereby declares that it would have passed the remainder of this Ordinance if such invalid portion thereof had been deleted.

Section 7. The City Clerk will certify to the passage of this Ordinance by the City Council of the City of Winters, California, and cause the same to be published in accordance with law, and it will take effect thirty (30) days after its final passage.

PASSED AND ADOPTED this _____ day of _____, 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
Mayor

ATTEST:

_____
Nanci Mills, City Clerk

1059798v2 04691/0005

CITY COUNCIL RESOLUTION NO. 2007-57

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, ELECTING TO RECEIVE A PORTION OF THE TAX INCREMENTS PURSUANT TO HEALTH AND SAFETY CODE SECTIONS 33607.7 AND 33607.5

WHEREAS, the City Council of the City of Winters, California (the "City Council"), adopted Ordinance No. 92-08 on July 20, 1992, approving and adopting the Redevelopment Plan (the "Redevelopment Plan") for the Winters Community Development Agency Project (the "Project"); and

WHEREAS, on September 20, 1994, the City Council adopted Ordinance No. 94-11 establishing and amending certain limitations with respect to the Redevelopment Plan; and

WHEREAS, Section 33333.6 of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) provides, in part, that on or after January 1, 2002, a redevelopment plan adopted on or before December 31, 1993, may be amended to eliminate the time limit on the establishment of loans, advances, and indebtedness that was previously required by that section prior to January 1, 2002; and

WHEREAS, Section 33607.7 of the Health and Safety Code provides, in part, that if a redevelopment plan adopted prior to January 1, 1994, is amended to increase or eliminate the time limit on the establishing of loans, advances, and indebtedness established pursuant to Section 33333.6, and an agreement was not entered into by the agency and the taxing entity prior to January 1, 1994, that requires payments to the taxing entity, the agency shall pay to such affected taxing entity the amounts required pursuant to subdivisions (b), (c), (d), and (e) of Section 33607.5; and

WHEREAS, Section 33607.5(b) of the Health and Safety Code provides that in any fiscal year in which a redevelopment agency receives tax increments, the community that has adopted the redevelopment project area may elect to receive, and the agency shall pay to it, an amount equal to the community's proportionate share of 25 percent of the tax increments received by the agency after the amount required to be deposited in the Low and Moderate Income Housing Fund has been deducted (the "City Election"); and

WHEREAS, concurrently herewith, the City Council has considered and introduced for first reading an Ordinance to eliminate and amend certain time limitations with respect to the Redevelopment Plan, including to eliminate the time limit on the establishing of loans, advances, and indebtedness contained in the Redevelopment Plan;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. The City Council hereby elects to receive the City Election for each fiscal year of the Redevelopment Project in which the Agency receives tax increment from the Project Area.

Section 2. The City Council hereby determines that the amount received by the City for the City Election shall be redistributed to the Agency for the implementation of the Redevelopment Plan.

Section 3. The City Clerk is hereby directed and authorized to transmit a copy of this resolution to the Executive Director of the Redevelopment Agency of the City of Winters and to the tax collector of Yolo County.

PASSED AND ADOPTED this 18th day of December, 2007, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN

_____
Mayor

ATTEST:

_____
Nanci Mills, City Clerk

1059799v2 04691/0005

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT
December 18, 2007

TO: Honorable Mayor and Council Members

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

FROM: Dan Sokolow – Community Development Director

SUBJECT: **Public Hearing and consideration of the Casitas at Winters Tentative Subdivision Map. The project is a proposed subdivision of 1.2742 acres to create 5 lots at a location on the north side of West Grant Avenue (SR 128), east of the Tomat's restaurant (1123 West Grant). APNs 003-450-15 (0.551 acres), 003-450-16 (0.4591 acres), and 003-450-17 (0.2641 acres). Applicant: Mark R. Power. Entitlements include Rezoning from Neighborhood Commercial (C-1) to Neighborhood Commercial Planned Development Overlay (C-1 PD), Planned Development Permit for PD Overlay, and Tentative Subdivision Map.**

SUMMARY OF PROJECT: The project is a proposed rezoning and subdivision of 1.2742 acres to create 5 lots.

In order to proceed with the project the following City approvals are needed:

- Rezoning from Neighborhood Commercial to Neighborhood Commercial Planned Development Overlay.
- Planned Development Permit to allow the proposed lots to fall below the minimum lot size for the Neighborhood Commercial Zone (C-1).
- Tentative Subdivision Map to create 5 lots.

PLANNING COMMISSION RECOMMENDATION: At a public hearing held on November 27, 2007, the Planning Commission voted 7-0 to support the staff recommendation of approval of the project (Attachments 4 and 5 to this report).

RECOMMENDED ACTIONS:

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

A) The staff recommends the City Council have the applicant indicate for the record his acceptance of the conditions of approval.

B) Assuming the applicant indicates his acceptance of the conditions of approval, the staff recommends that the City Council take the following actions subject to the identified findings of fact and conditions of approval:

1) Adopt Resolution No. 2007-62 (Attachment 4 to this report) approving CEQA findings of fact, adopting a mitigation monitoring plan, and certifying the final mitigated negative declaration for the Casitas at Winters Project.

2) Adopt Resolution No. 2007-63 (Attachment 5 to this report) approving the project by enacting the following:
   a. Approval of the Tentative Subdivision Map on 1.2742 acres creating 5 lots.
   b. Approval of Findings of Fact and Conditions of Approval.

3) Introduce and waive the first reading of Ordinance No. 2008-03 (Attachment 6 to this report) and approving the rezoning as described below (Note: The ordinance must return for second reading and adoption.):
   a. Change the Zoning Map for the project site (1.2742 acres) as follows:
   b. Adoption of a Planned Development (PD) Permit No. 2008-01 allowing for the following modifications as detailed on the tentative map for the project.
      i. Lot sizes less than the minimums for the C-1 Zone (Neighborhood Commercial).

ATTACHMENTS:

1) Planning Commission Staff Report and Draft Minutes (November 27, 2007)
2) Tentative Subdivision Map
3) Conditions of Approval
4) Resolution Certifying the Mitigated Negative Declaration, Resolution No. 2007-62 (Note: The Final Mitigation Monitoring Plan and Mitigated Negative Declaration were provided under separate cover at an earlier date.)
5) Resolution Approving the Project, Resolution No. 2007-63
6) Rezoning Ordinance, Ordinance No. 2008-03

Casitas/TM CC Stf Rpt 18Dec07

PLANNING COMMISSION STAFF REPORT
November 27, 2007

TO: Chairman and Planning Commissioners

FROM: Dan Sokolow – Community Development Director

SUBJECT: **Public Hearing and consideration of The Casitas at Winters Tentative Subdivision Map. The project is a proposed subdivision of 1.2742 acres to create 5 lots that will range in size from 9,400 to 9,600 square at a location on the north side of West Grant Avenue (SR 128), east of the Tomat's restaurant at 1123 West Grant. APNs 003-450-15 (0.551 acres), 003-450-16 (0.4591 acres), and 003-450-17 (0.2641 acres). Applicant: Mark R. Power. Entitlements include Rezoning from Neighborhood Commercial (C-1) to Neighborhood Commercial Planned Development Overlay (C-1 PD), Planned Development Permit for PD Overlay, and Tentative Subdivision Map.**

SUMMARY OF PROJECT: The project is a proposed rezoning and subdivision of 1.2742 acres to create 5 lots.

In order to proceed with the project the following City approvals are needed:

- Rezoning from Neighborhood Commercial to Neighborhood Commercial Planned Development Overlay.
- Planned Development Permit to allow the proposed lots to fall below the minimum lot size for the Neighborhood Commercial Zone.
- Tentative Subdivison Map to create 5 single-family lots.

PROJECT LOCATION: The project site is located in the northwest area of the City of Winters. The project site totals 1.2742 acres comprised of Assessor Parcel Numbers 003-450-15 (0.551 acres), 003-450-16 (0.4591 acres), and 003-450-17 (0.2641 acres) located on the north side of West Grant Avenue (SR 128), east of Tomat's restaurant at 1123 West Grant Avenue, and west of the Winters Joint Unified School District office at 909 West Grant Avenue. Situs address: West Grant Avenue, Winters, CA 95694.

BACKGROUND: The General Plan EIR assumed a floor area ratio of 0.21 (Neighborhood Commercial, NC designation) for the site and did not assume residential

yields for the NC designation. It is not known as this time whether the project site will be developed for commercial or residential use.

The tentative subdivision map for this project was received on May 14, 2007 and the Planning Commission held a workshop on July 10, 2007 to discuss development options for the project site and to provide guidance to the applicant. Some Planning Commissioners were supportive of the five-lot subdivision concept with the acknowledgement that a planned development overlay would be needed for lot size, while others expressed concerns that the applicant may have difficulties in selling individual parcels under the five-lot subdivision concept or going forward with either commercial or residential development under the same concept. A more detailed project history is provided in the revised Negative Declaration (see Attachment C, separately provided) which was recirculated on November 1, 2007 for a 20-day comment period that ended November 21, 2007. No comment letters were received.

DETAILED PROJECT DESCRIPTION: Based on the tentative map dated May 14, 2007 (see Attachment B), the applicant proposes 5 lots in the NC category that would range in approximate size from 9,400 to 9,600 square feet. The average lot size is approximately 9,500 square feet. Development plans have not been submitted for the project and it is not known at this time whether the project site will be developed for commercial or residential use.

The project would not extend existing or result in the construction of new roadways other than the construction of internal roadways to serve the residential units. However, the north side of West Grant Avenue along the project's frontage would be improved with the following roadway-related features. The applicant's improvement plans will need to include these features. The City may defer some or all of these features, but will at a minimum require the applicant to dedicate right-of-way for a future widening of the roadway.

- Landscaped roadway median.
- Widening of vehicle travel lane (north side).
- Ten-foot wide pedestrian/bicycle path.
- Landscaped strip north of the pedestrian/bicycle path.

Other roadway-related improvements would include the following.

- Interim five-foot wide asphalt-concrete pedestrian path from the easterly boundary of the project to the existing sidewalk at the Winters Joint Unified School District office at 909 West Grant Avenue.

LAND USE AND ZONING CONSISTENCY ANALYSIS: The project site has been designated in the General Plan as Neighborhood Commercial (NC). The proposed subdivision is not inconsistent with the land use designation; however, the land use consistency analysis will be re-assessed once a development plan has been submitted for the site.

The project is zoned Neighborhood Commercial (C-1) which requires a minimum lot size

of 10,000 square feet. The project would result in five lots with an average lot size of approximately 9,500 square feet. The applicant is requesting a rezone to change the site's zoning from Neighborhood Commercial (C-1) to Neighborhood Commercial Planned Development (PD) Overlay in order to address the minimum lot size inconsistency.

POLICY ANALYSIS

General Plan: The project has been reviewed for consistency with the policies of the General Plan. Because a development plan has not been submitted at this time, the review has been limited in its scope. Staff believes that a finding of consistency can be made. The Planning Commission, and ultimately the City Council, must reach this same conclusion in order to approve the project.

Bikeway System Master Plan: A pedestrian/bicycle path is proposed for the project's West Grant Avenue frontage; this is consistent with the Master Plan.

INFRASTRUCTURE

Sewer Conveyance: Sanitary sewer service is proposed to be provided by the construction of an 8-inch sewer main in the West Grant Avenue right-of-way. The new main will connect with an existing 8-inch main at the intersection of Grant and Taylor Street.

Sewer Treatment: The City's Wastewater Treatment Plant (WWTP) has a capacity of 0.92 million gallons per day (mgd). Space remains for approximately 600 additional residential hook-ups. The City's recent project approvals dating back to Spring 2005 exceed this amount and efforts are underway to expand the plant. The Phase 2 expansion will bring the capacity to between 1.2 and 1.6 mgd.

Water Conveyance

Water Service: Water service is proposed to be provided by an existing 10-inch water main in West Grant Avenue. Connection will be made near the project's egress/ingress to Grant. Based on City water modeling a new well is needed to serve the existing City and new development. Recommended Condition of Approval #15 (Mitigation Measure #12) establishes that building permits shall be issued for individual units only after the City has established that water supply will be available to serve the units.

Storm Drainage: Storm drainage is proposed to be provided through the installation of a 15-inch storm drain line in the West Grant Avenue right-of-way. However, the City Engineer will determine whether the project will connect to an existing 30-inch storm drain line in the Grant right-of-way. Near the westerly end of the project, the 30-inch line turns to the south and flows are then routed to Dry Creek.

Off-Site Infrastructure: The project would be required to construct an interim sidewalk section from the project's easterly terminus to the existing sidewalk in front of the Winters Joint Unified School District's office at 909 West Grant Avenue. The project

would be required to fund and construct off-site improvements necessary to support the development. Such improvements would include, but are not limited to water lines, sewer lines and storm drainage lines. To the extent that acquisition or subsequent CEQA clearance is necessary for such work, that would be the responsibility of the developer.

Flooding: The project does not fall within the City's General Plan Flood Overlay Area. The project site lies in FEMA Flood Zone X (unshaded) based on the FEMA Flood Insurance Rate Map (map revised November 20, 1998, Community-Panel Number 060425 0001 C). Zone X (unshaded) is a flood insurance rate zone assigned to property that is determined to be outside the 500-year floodplain.

CEQA CLEARANCE: A revised Negative Declaration (see Attachment B) was recirculated on November 1, 2007, for a 20-day comment period extending through November 21, 2007. No comment letters were received.

PLANNING COMMISSION ACTION: Subject to the attached conditions of approval, the staff recommends that the Planning Commission make the following recommendations to the City Council:

1. Adopt the revised Negative Declaration and Mitigation Monitoring Plan.

2. Approve a Rezoning to add a Planned Development Overlay over the 1.2742 acres to allow the following.

    a. Lot sizes less than the minimum for the C-1 Zone.

3. Approve the Tentative Subdivision Map to create 5 lots.

4. Approve a Planned Development Permit.

ATTACHMENTS:
A. Location Map
B. Tentative Subdivision Map
C. Negative Declaration (separately provided)
D. Conditions of Approval

Casitas/TM PC Stf Rpt 27Nov07

DRAFT MINUTES OF A REGULAR WINTERS PLANNING COMMISSION MEETING HELD ON TUESDAY, NOVEMBER 27, 2007

Chairman Vallecillo called the meeting to order at 7:30 p.m.

PRESENT: Tramontana, Martinez, DeVries, Chairman Vallecillo, Neu, Guelden, and Cowan
ABSENT: None
STAFF: Community Development Director Dan Sokolow and City Attorney John Wallace

Commissioner DeVries led the Pledge of Allegiance.

COMMUNICATIONS:

Staff Report: None

Commission Report: Commissioner Tramontana attended a meeting on November 13, 2007 as the Planning Commission representative for the Police-Fire Facility project. He was impressed with the presentation and indicated the project will be coming before the Planning Commission soon.

Citizen Input: None.

CONSENT ITEM
Approve minutes of October 30, 2007 regular meeting of the Planning Commission

Commissioner Neu made a motion to approve the minutes for the October 30, 2007 meeting of the Planning Commission. Seconded by Commissioner Tramontana.

AYES: Tramontana, Martinez, DeVries, Chairman Vallecillo, Neu, Guelden and Cowan
NOES: None
ABSTAIN: None
ABSENT: None

Motion passed 7-0.

DISCUSSION ITEMS:

1. Public Hearing and consideration of The Casitas at Winters Tentative Subdivision Map. The project is a proposed rezoning and subdivision of 1.2742 acres to create 5 lots at a location on the north side of West Grant Avenue (SR 128), east of the Tomat's Restaurant (1123 West Grant). APNs 003-450-15 (0.551 acres), 003-450-16 (0.4591 acres), and 003-450-17 (0.2641 acres). Applicant: Mark

DRAFT MINUTES OF A REGULAR WINTERS PLANNING COMMISSION MEETING HELD ON TUESDAY, NOVEMBER 27, 2007

R. Power. Entitlements include Rezoning from Neighborhood Commercial (C-1) to Neighborhood Commercial Planned Development Overlay (C-1 PD), Planned Development Permit for PD Overlay, and Tentative Subdivision Map.

Community Development Director Sokolow provided a summary of the project. He recommended the addition of a condition of approval (COA) to require the installation and City acceptance of the infrastructure improvements before building permits can be issued. Sokolow noted the requirements in COAs #18 (reciprocal access and maintenance agreement) and #20 (limiting project site to one ingress/egress on Grant Avenue). He corrected the staff report by explaining that the project's Tentative Subdivision Map would create 5 lots and not 5 single-family lots since it has not been determined whether the project site will be developed for commercial use, residential use, or a combination of the two uses. Approval of the project allows the City to lock in the right of way on Grant for the future roadway widening and limit the project site to one ingress/egress on Grant. Sokolow said the planned development overlay is needed because the five proposed lots will fall below the 10,000 square foot minimum for the Neighborhood Commercial Zone. The lots will fall below 10,000 square feet in size because the City needs a right-of-dedication for future widening of Grant. When and if Grant is widened to four lanes along the project's frontage is uncertain. However, the City still needs to lock up the right of way in the event that widening is triggered.

Sokolow said the Planning Commission is being asked to make a recommendation on the project while the City Council will take final action on the project since the planned development overlay will require a re-zone. Following City Council approval, the applicant will have to go through a number of steps and incur various costs before the tentative subdivision map can be recorded. The applicant is not seeking design review at this time because he has not decided whether to develop the project site for commercial use, residential use, or a combination of the two uses.

Project applicant Mark Power addressed the Planning Commission and expressed his frustration with the process. He said he had been working on the project for three years.

Chairman Vallecillo opened the Public Hearing at 7:55 p.m.

Power said no one other than Winters resident Joe Castro spoke against his project. He noted that he held a community workshop at the Tomat's restaurant and catered it for 50 persons. Only former Planning Commissioner Don Jordan attended the workshop. Power requested that the Planning Commission approve his project.

Chairman Vallecillo closed the Public Hearing at 7:56 p.m.

Commissioner Tramontana asked about water and sewer capacity. Sokolow said the City has a water supply deficit. A new well is needed to serve existing and new

development. A new well, Well #7, has been drilled. The cost to finish the well is estimated at $700,000 to $800,000. The Hofmann Company, the developer of the Callahan Estates and Hudson-Ogando projects, has funded the design and construction of the initial phase of Well #7. However, because of the slowdown in the residential market, funding for completion of the well has not been forthcoming. COA #15 stipulates that building permits will not be issued until the City has established that the water supply will be available to service the project. The City is in the process of rehabilitating two its wells in order to improve the pumping capacity. Potentially, the rehabilitation work at the wells could benefit some of the smaller development projects in the City.

Sokolow said the City's Wastewater Treatment Facility (WWTF) has treatment capacity for approximately 600 additional residential units. The WWTF has treatment capacity of 0.92 million gallons per day (MGD) and the Phase 2 expansion will increase the capacity to between 1.2 and 1.6 MGD.

Tramontana asked what effect the drought would have on the City's water supply. Sokolow said he was unsure and would need to do some research before following up with the Planning Commission.

Commissioner Guelden asked about the advantages of the Planned Development Overlay for the City. Sokolow said the City would be able to lock in the right of way for future widening of Grant Avenue along the project's frontage and limit the project to one ingress/egress on Grant.

Commissioner Martinez asked why staff did not advise the applicant to develop the project site under a four-parcel scenario. Sokolow said this could result in three separate ingress/egress locations along Grant.

Commissioner DeVries expressed concerns that the proposed subdivision would not complement a residential or commercial development. He suggested a different lot configuration in order to improve the aesthetics of a development and increased the lot widths along Grant.

Commissioner Cowan said he cannot find the justification to not go with staff's recommendation; however, he would not support residential development of the project site. He expressed his concern with the narrowness of the proposed lots. Cowan asked whether the City would maintain its Grant Avenue right of way and limit the project site to one ingress/egress on Grant if the applicant decides to merge the lots after recording the five-lot subdivision map. Sokolow responded yes.

Commissioner Neu made a motion to approve The Casitas at Winters Tentative Subdivision Map. Seconded by Commissioner Cowan.

AYES:	Tramontana, Martinez, DeVries, Chairman Vallecillo, Neu, Guelden and Cowan
NOES:	None
ABSTAIN:	None
ABSENT:	None

Motion passed 7-0. Chairman Vallecillo stated there is a 10-day appeal period for anyone who may object to the approval of this project.

2. Regional Housing Needs Allocation issued by the Sacramento Area Council of Governments

Community Development Director Sokolow gave a report and noted the allocation is 403 units for the City's next Housing Element period and this contrasts with the 772 units for the current Housing Element period.

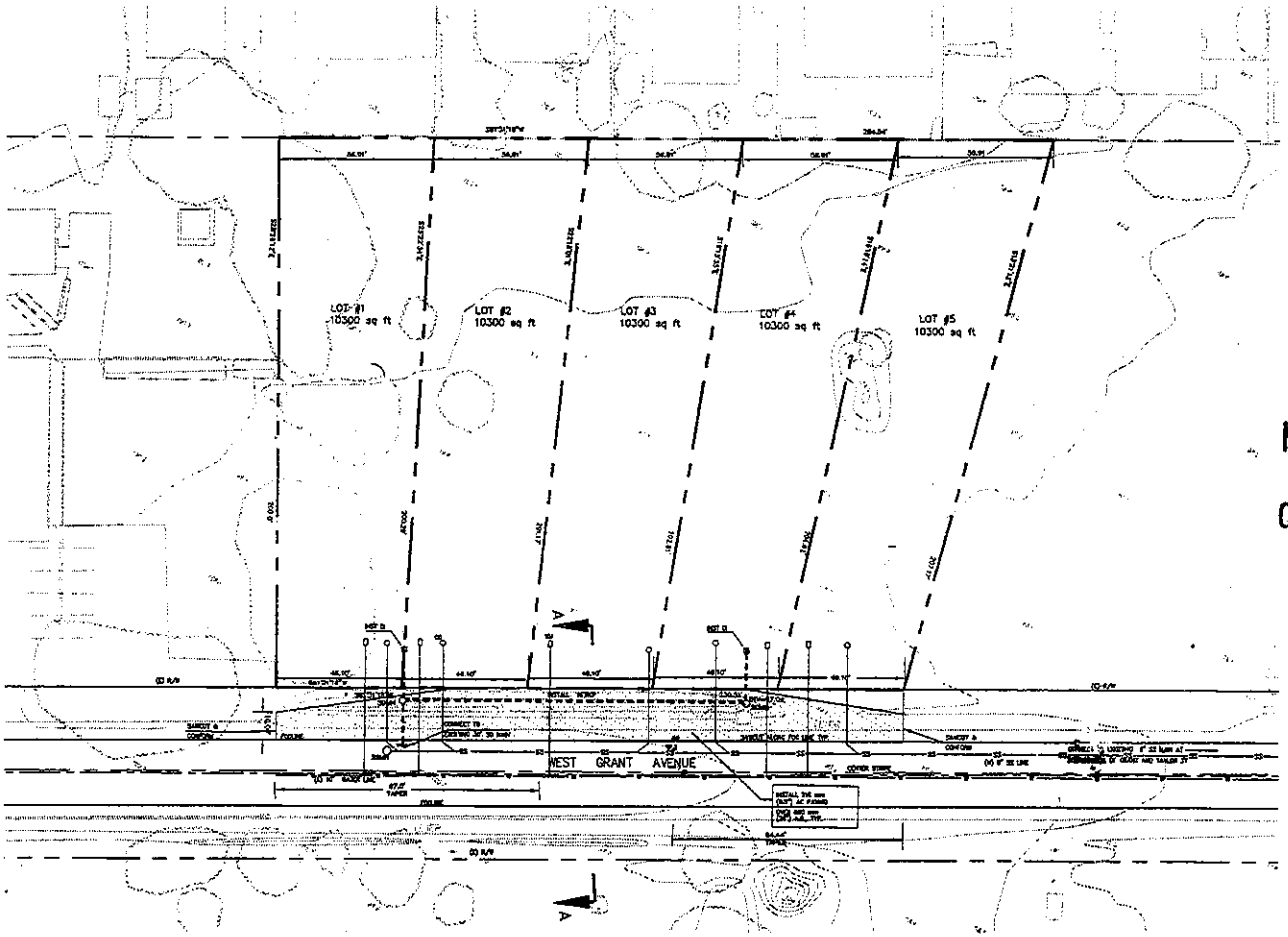
COMMISSION/STAFF COMMENTS: Commissioner Tramontana urged everyone to see the Winters Theater Company production of "The Sound of Music" at the Winters Community Center, which will run through December 1.

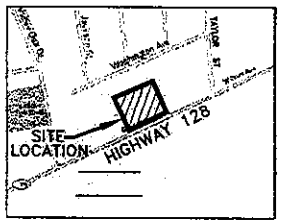
The meeting was adjourned at 8:50 p.m.

LOCATION: WEST GRANT AVENUE
WINTERS, CA 95694

OWNER: MARK POWERS

SCALE 1" = 20'





VICINITY MAP
NO SCALE

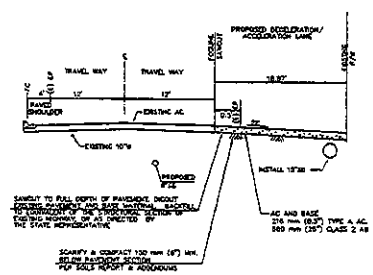
RECEIVED
MAY 14 2007
CITY OF WINTERS

LEGEND

AB	AGGREGATE BASE	G	GAS
AC	ASPHALTIC CONCRETE	LB	GRADE BREAK
APN	ASSESSOR'S PARCEL NUMBER	HP	HIGH POINT
BO	BLOW OFF (WATER)	HPG	HIGH PRESSURE GAS
BOW	BACK OF SIDEWALK	SHV	SHUT-OFF
C	CENTER LINE	MB	MAILBOX
CO	CLEAN OUT (SEWER)	PIV	POST INDICATOR VALVE
DI	DROP INLET	P	PROPERTY LINE
EX	EXISTING	R	RADIUS
FC	EDGE OF PAVEMENT	RCP	REINFORCED CONCRETE PIPE
FG	FINISH GRADE	R/W	RIGHT OF WAY
FOC	FACE OF CURB	SD	STORM DRAIN
FDC	FIRE DEPT. CONNECTION	SS	SANITARY SEWER
FF	FINISH FLOOR ELEV	SSE	SANITARY SEWER EASEMENT
FG	FINISH GRADE	SL	SLOPE
FH	FIRE HYDRANT	SP	SIDEWALK
FL	FLOW LINE	TC	TOP OF CURB
FNC	FENCE	V	VALVE
		WM	WATER METER
		WLE	WATER LINE EASEMENT
		WV	WATER VALVE

BOUNDARY LINE
RIGHT OF WAY
STORM DRAIN LINE
SANITARY SEWER LINE
WATER LINE(W & FPW)
POLE WITH GUY
FIRE HYDRANT
WATER VALVE
MARKER OF PARKING PROVIDED
SITE LIGHTING
SITE LIGHTING
SITE LIGHTING
DRAINAGE ARROW

TOTAL AREA OF SITE	51500 SQ FT(1.18 ac)
NO. OF LOTS	5
AREA OF EACH INDIVIDUAL LOT	10300 SQ FT



SECTION A-A
NO SCALE

GENERAL NOTES

1. ALL STREET IMPROVEMENTS, INCLUDING STORM DRAIN AND WATER SYSTEM SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT CITY OF WINTERS SPECIFICATIONS.
2. ALL SEWER SYSTEM WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT WINTERS CITY SANITATION DISTRICT STANDARD SPECIFICATIONS.
3. ABANDON ANY EXISTING WELL AND/OR SEPTIC TANK PER HEALTH DEPARTMENT STANDARDS.
4. ALL EXISTING STRUCTURES ONSITE TO BE REMOVED.
5. AERIAL MAPPING & SUPPLEMENTAL TOPO SHOWN HEREON WERE FIELD SURVEYED BY CHAUDHARY & ASSOCIATES, INC. IN SEPTEMBER 2004.
6. CONTOUR LINES ARE ONE FOOT INTERVAL.

STANDARD BEST MANAGEMENT PRACTICES (BMPs)

THE PRACTICES DESCRIBED BELOW ARE REQUIRED AT ALL CONSTRUCTION SITES. THESE MEASURES INCLUDE EROSION AND SEDIMENT CONTROL, MATERIAL AND EQUIPMENT STORAGE PRACTICES, AND WASTE DISPOSAL PRACTICES. THE BMPs FALL INTO THE FOLLOWING CATEGORIES:

- PRESERVE VEGETATION AND COVER SOILS
- CONTROL RUNOFF DURING CONSTRUCTION
- INSTALL AND MAINTAIN SEDIMENT CONTROLS
- KEEP WASTE MATERIAL OUT OF STORM DRAINS AND SURFACE WATERS
- KEEP BUSINESS AND WORK AREAS CLEAN AND MAINTAIN CATCH BASINS
- COVER CONTAINERS AND MATERIALS
- PREPARE FOR AND CLEAN UP SPILLS
- DISPOSE OF WASTES PROPERLY
- MANAGE WASTES
- RECYCLE WASTES
- PRESERVE AND ENHANCE SURFACE WATERS AND ADJACENT VEGETATION
- EDUCATE EMPLOYEES

NO.	DATE	REVISIONS	BY	APPD

	BY	SIGNATURES	DATE
DESIGNED			
CADD			
CHECKED			

CHAUDHARY & ASSOCIATES, INC.
ENGINEERS SURVEYORS INSPECTORS
661 NAPA VALLEY CORPORATE WAY, SUITE D
NAPA, CALIFORNIA 94558
Tel (707) 255-2729 FAX (707) 255-5021 WWW.CHAUDHARY.COM

PREPARED FOR:
MARK POWERS
NAPA CANYON LLC
23 PINNACLE PEAK
NAPA, CA 94558

ARCHITECT: mcq
NAPA,CA 94558

SCALE: 1"=20'

THE CASITAS AT WINTERS
TENTATIVE SUBDIVISON MAP
WEST GRANT AVE
APN: 003-450-151,161&171
WINTERS CALIFORNIA

DATE: MAY 09, 2007
SHEET 1 OF 1 SHEETS
FILE NO. 04-09-039

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0 USE BASELINE MEASUREMENTS FOR REDUCED PLANS

FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR THE CASITAS AT WINTERS PROJECT

FINDINGS OF FACT

Findings for Adoption of Mitigated Negative Declaration

1. The City Council has considered the proposed Mitigated Negative Declaration before making a decision on the project.

2. The City Council has considered comments received on the Mitigated Negative Declaration during the public review process.

3. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures agreed to by the Applicant before the mitigated negative declaration and initial study were released for public review would avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.

4. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Mitigated Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.

6. The custodian of the documents, and other materials, which constitute the record of proceedings is the Community Development Director. The location of these items is the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.

7. The Mitigation Monitoring Plan is hereby adopted to ensure implementation of mitigation measures identified in the Mitigated Negative Declaration. The City Council finds that these mitigation measures are fully enforceable as conditions of approval of the project, and shall be binding on the Applicant, future property owners, and affected parties.

8. The City Council hereby adopts The Casitas at Winters Subdivision Mitigated Negative Declaration.

Findings for PD Overlay and PD Permit

1. The project, as modified and conditioned, is consistent with the General Plan and the purposes of Section 17.48.010 (Planned Development Overlay Zone -- Purpose) of the Winters Municipal Code.

2. Deviations from specified provisions of the basic zoning district on the property have been justified as necessary to achieve an improvement design for the development and/or the environment. The development complies with the remaining applicable provisions of the basic zoning district on the property.

3. The proposed development, as modified and conditioned, is desirable to the public comfort and convenience.

4. The requested plan, as modified and conditioned, will not impair the integrity or character of the neighborhood nor be detrimental to the public health, safety, or general welfare.

5. Adequate utilities, access roads, sanitation, and/or other necessary facilities and services will be provided or available.

6. The development as modified and conditioned will not create an adverse fiscal impact for the City in providing necessary services.

Findings for Tentative Subdivision Map (G.C. 66474)

1. The proposed map is consistent with the General Plan.

2. The design and improvement of the proposed map is consistent with the General Plan.

3. The site is physically suitable for the type of development.

4. The site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.

6. The design of the subdivision and type of improvements will not cause serious public health problems.

7. The design of the subdivision and the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of, property within the proposed subdivision,

CONDITIONS OF APPROVAL

The following conditions of approval are required to be satisfied by the Applicant/developer prior to Final Map, unless otherwise stated.

General

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project Applicant shall defend, indemnify, and hold harmless the City or its agents, officers and employees, from liability, damages, penalties, costs or expense in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project Applicant shall defend such action at Applicant's sole cost and expense which includes court costs and attorney fees. The City shall promptly notify the Applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the subdivider in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning commission, any advisory agency to the City, local district and the City Council.

2. All conditions identified herein shall be fully satisfied prior to acceptance of the first Final Map unless otherwise stated.

3. The project is as described in the Mitigated Negative Declaration. The project shall be constructed as depicted on the maps and exhibits included in the Negative Declaration, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

Negative Declaration Mitigation Measures (Revised)

4. **Mitigation Measure #1:** Outdoor light fixtures shall be low-intensity, shielded and/or directed away from adjacent areas and the night sky. All light fixtures shall be installed and shielded in such a manner that no light rays are emitted from the fixture at angles above the horizontal plane. High-intensity discharge lamps, such as mercury, metal halide and high-pressure sodium lamps shall be prohibited. Lighting plans shall be provided as part of facility improvement plans to the City with certification that adjacent areas will not be adversely affected and that offsite illumination will not exceed 2-foot candles.

   Prior to issuance of a building permit, the applicant shall submit a photometric and proposed lighting plan for the project to the satisfaction of the Community Development Department to ensure no spillover light and glare onto adjoining properties.

5. **Mitigation Measure #2:** a. Construction equipment exhaust emissions shall not exceed District Rule 2-11 Visible Emission limitations.

   b. Construction equipment shall minimize idling time to 10 minutes or less.

   c. The prime contractor shall submit to the District a comprehensive inventory (i.e. make, model, year, emission rating) of all the heavy-duty off-road equipment (50 horsepower of greater) that will be used an aggregate of 40 or more hours for the construction project. District personnel, with assistance from the California Air Resources Board, will conduct initial Visible Emission Evaluations of all heavy-duty equipment on the inventory list.

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

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

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

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

6. **Mitigation Measure #3:** Homes and apartments constructed as a part of the project shall contain only low-emitting EPA certified wood-burning appliances or natural gas fireplaces.

7. **Mitigation Measure #4:** The project proponent shall mitigate for potential project-related impacts to nesting raptors by conducting a pre-construction survey of all trees suitable for use by nesting raptors on the subject property or within 500 feet of the project boundary as allowable. The preconstruction survey shall be performed no more than 30 days prior to the implementation of construction activities. The preconstruction survey shall be conducted by a qualified biologist familiar with the identification of raptors known to occur in the vicinity of the City of Winters. If active special-status raptor nests (e.g. Swainson's hawk or white-tailed kite) are found during the preconstruction survey, a 0.25-mile (1,320-feet) buffer zone shall be established around the nest and no construction activity shall be conducted within this zone during the raptor nesting season (typically March-August) or until such time that the biologist determines that the nest is no longer active. The buffer zone shall be marked with flagging, construction lathe, or other means to mark the boundary of the buffer zone. All construction

personnel shall be notified as to the existence of the buffer zone and to avoid entering the buffer zone during the nesting season. Implementation of this mitigation measure shall be confirmed by the City of Winters prior to the initiation of construction activity.

8. **Mitigation Measure #5:** The project proponent shall mitigate for potential project-related impacts to Swainson's hawk foraging habitat by complying with the City of Winters Habitat Mitigation Program (HMP) and the Yolo County Memorandum of Understanding (MOU) regarding project--related impacts to Swainson's hawk foraging habitat. The HMP requires the project proponent to mitigate at a 1:1 ratio for every acre of suitable Swainson's hawk foraging habitat that is impacted by the project. The suitable mitigation area is in Yolo County, generally within a seven-mile radius of the City's current boundaries (effective May 2, 2006). The City may consider payment of an in-lieu fee in the event that mitigation cannot be accomplished in Yolo County within a seven-mile radius from the City's boundaries or in Yolo County outside of the seven-mile radius. The fee shall be payable to the Wildlife Mitigation Trust Account. Funds paid into the trust account shall be used to purchase or acquire a conservation easement on suitable Swainson's hawk foraging habitat and for maintaining and managing said habitat in perpetuity. The cost per acre for acquisition and maintenance of foraging habitat is reviewed annually and the project proponent shall be charged at the rate per acre in effect at the time of payment. Payment shall be made to the trust account prior to the initiation of construction activity and shall be confirmed by the City of Winters prior to the issuance of a grading permit.

9. **Mitigation Measure #6:** If cultural resources (historic, archeological, paleontological, and/or human remains) are encountered during construction, workers shall not alter the materials or their context until an appropriately trained cultural resource consultant has evaluated the situation. Project personnel shall not collect cultural resources. Prehistoric resources include chert or obsidian flakes, projectile points, mortars, pestles, dark friable soil containing shell and bone dietary debris, heat-affected rock, or human burials. Historic resources include stone or adobe foundations or walls, structures and remains with square nails, and refuse deposits often in old wells and privies. If the bone is uncovered and it appears to be human, California law mandates that the Yolo County Coroner be contacted. If the bone is likely to be Native American in origin, the coroner must contact the Native American Heritage Commission in Sacramento to identify the most likely descendents.

10. **Mitigation Measure #7:** Grading of the site, design of foundations for proposed structures and construction of other related facilities on the property shall follow the criteria identified in the geotechnical investigation (KC Engineering Company, July 7, 2005) prepared for the project. A revised geotechnical investigation will be required if development of the project will result in the construction of structures not similar to the structures assessed in the July 7, 2005 geotechnical investigation.

11. **Mitigation Measure #8:** All aspects of the project shall be subject to design review to ensure compatibility with the surrounding area and satisfaction of the Community Design Guidelines and other applicable principles of good neighborhood design. Prior to issuance of a building permit for each structure, the builder shall submit for design review and approval. The developer is responsible for securing design review approval for the Grant Avenue landscape area and fencing.

12. **Mitigation Measure #9:** The applicant shall provide the City with a revised noise analysis to address development of the project site. A revised analysis shall not be required if the development proposal is similar to the development analyzed in the July 2005 Brown-Buntin Environmental Noise Analysis.

13. **Mitigation Measure #10:** If the project site is developed for residential use, the applicant shall pay park mitigation fees to satisfy the obligation for a park to serve the residents of the development. Fees shall include both the value of the land and improvements that would otherwise be constructed if the parkland was provided on-site.

14. **Mitigation Measure #11:** The proposed systems for conveying project sewage, water, and drainage shall be finalized and approved by the City Engineer prior to final map. The project is required to fund and construct off-site improvements necessary to support the development. Such improvements could include, but not be limited to water lines, sewer lines and storm drainage lines. Should property

acquisition or additional CEQA clearance be required for off-site improvements, this will be the responsibility of the developer.

15. **Mitigation Measure #12:** Building permits shall be issued for individual commercial or residential units only after the City has established that water supply will be available to service the units.

Community Development

16. The Applicant shall be responsible for any additional costs associated with the processing of this project including but not limited to: plan check, inspections, materials testing, construction monitoring, and other staff review and/or oversight including staff time necessary to ensure completion/satisfaction of all conditions of approval and mitigation measures. The Applicant shall, on a monthly basis, reimburse the City for all such costs. Project Applicant shall pay all development impact fees adopted by the City Council and shall pay fees required by other entities.

17. The developer shall obtain the following approvals from the Central Valley Regional Water Quality Control Board, as appropriate: 1) coverage under the NPDES General Permit for Storm Water Discharges Associated with Construction Activities; 2) compliance with post construction storm water Best Management Practices pursuant to the NPDES General Permit for Small Municipal Separate Storm Sewers Systems; 3) 401 Water Quality Certification for wetlands impacts; 4) Dewatering Permit under Waste Discharge Requirements General Order for Dewatering and Other Low Threat Discharges to Surface Waters Permit.

18. The Applicant shall prepare a reciprocal access and maintenance agreement for the project and record it prior to or concurrently with the recordation of the Final Map. A draft of the agreement shall be provided to City staff for review and approval. The agreement shall address but not be limited to the following topics: off-street parking areas, internal roads, landscaping, and refuse/recycling.

Street Improvements

19. All proposed public roads or their improvements for the subdivision shall comply with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003 and as amended, unless otherwise approved by the City Engineer. Prior to submittal of improvement plans, the Applicant shall submit cross sections of West Grant Avenue and the private roads located within the subdivision. Only one ingress/egress location shall be allowed for the subdivision.

20. West Grant Avenue.

    The improvements shall include the following.

    a) Landscaped roadway median, widening of vehicle travel lane, off-street landscaping, and a ten-foot wide pedestrian/bike path on the north side shall be constructed on the project's Grant Avenue frontage.

    b) Interim five-foot wide asphalt-concrete pedestrian pathway from the easterly boundary of the Tentative Map to the existing sidewalk at the Winters Joint Unified School District office at 909 West Grant Avenue.

    c) No parking shall be allowed on Grant.

    d) One ingress/egress location along Grant for the five lots.

    All West Grant Avenue improvements shall be reviewed and approved by the City Engineer. The City Engineer shall review the proposed landscape roadway median and determine whether this improvement is needed.

    Street cross section details as modified by the conditions of approval, including all intersection geometric design, shall be revised on the Tentative Map, submitted to the City, and approved by the

City Engineer prior to submitting a Final Map and improvement plans. A signing and striping plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City's Public Works Improvement Standards and Construction Specifications, dated September 2003 and as amended. Street lighting shall be historic types as approved by the City. Applicant shall fund the analysis for designing standards and details for spacing historic lights. Improvement plans shall be designed to those standards once approved.

21. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA. All sidewalks at driveway locations shall be 6-inch thick Portland Cement Concrete (PCC).

Storm Drainage and Site Grading

22. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing upstream and downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the Applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and City Public Works Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures. The Storm Drainage Plan shall be submitted for approval prior to submittal of the Final Map and/or construction drawings for checking. The Applicant shall pay the cost associated with all improvements required by the plan.

23. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

24. The Tentative map Grading and Drainage plan showing grading and drainage information including topographic information, drainage routing, pipe slopes and sizing and locations and excluding topographic information, and overland drainage routing are preliminary only and do not constitute approval in any way. Final approval for the grading and Drainage Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

25. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).

26. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Creek or Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.

27. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls. Deviation from this condition may be allowed subject to approval by the City Engineer.

28. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.

29. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.

30. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer.

31. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit. Applications/projects disturbing less than one acre of soil shall implement BMP's to prevent and minimize erosion. The improvement plans for construction of less that 1 acre shall include a BMP to be approved by the City Engineer.

32. An erosion and sedimentation control plan shall be included as part of the improvement plan package. The plan shall be prepared by the Applicant's civil engineer and approved by the City Engineer. The plan shall include but not be limited to interim protection measures such as benching, sedimentation basins, storm water retention basins, energy dissipation structures, and check dams. The erosion control plan shall also include all necessary permanent erosion control measures, and shall include scheduling of work to coordinate closely with grading operations. Replanting of graded areas and cut and fill slopes is required and shall be indicated accordingly on plans, for approval by City Engineer.

33. Where possible landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. All other slopes shall comply with the City of Winters Public Works Improvements Standards. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

34. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.

35. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period and construction vehicle speed on unpaved roads shall not exceed 15 MPH.

36. Construction equipment and engines shall be properly maintained and construction practices shall minimize vehicle idling.

37. If air quality standards are exceeded in May through October, the construction schedule will be arranged to minimize the number of vehicles and equipment operating at the same time.

38. Potentially windblown materials will be watered or covered and construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

39. The Applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a building permit.

40. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral and cleanout required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.

41. A Tentative Map Sewer comprehensive Collection System Master Plan shall be submitted for approval by the City Engineer prior to submittal of the Final Map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. Said plan shall also include provisions for cost sharing among affected adjacent development for facilities sized to accommodate those developments.

42. The Tentative Map Sewer Plan showing sewer routing, pipe slopes and sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Sewer Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval.

43. Construction of sewer mains deeper than 16-feet at the bottom of the pipe shall be connected to laterals by parallel mains and connections at manholes.

Water Infrastructure

44. If required, per the Subdivision Map Act, project Applicant shall obtain a Water Verification (WV) prior to approval of Final Map. Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier. The WV is non-transferable, and can only be used for the specific tentative map for which it was issued. The WV shall expire along with the tentative map subdivision map if a Final Map is not recorded within time allowed under law.

45. Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.

46. The Tentative Map Water Plan showing water routing, sizing and locations, are preliminary only and do not constitute approval in any way. Final approval for the Water Plan shall occur with the final improvements based on the requirements set forth in these conditions of approval. Applicant shall comply with making changes to water system distribution pipe sizes and alignments based on the results of the specific water modeling performed for the development. Applicant shall pay for all required water modeling for identifying water infrastructure needs to serve its development and shall construct offsite water improvements to connect to the City water distribution system.

47. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the Applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.

48. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the Applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the review and approval of the Public Works Department, Fire Department, and Community Development Department.

49. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. The Applicant shall install a fire hydrant on the project's West Grant Avenue frontage and one or more fire hydrants along the project's internal roadway. The number and location of the fire hydrants shall be determined by the Fire Chief. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.

50. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District. The minimum residual pressure shall be 20 PSI.

51. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Winters Fire Department for replacement purposes.

52. Prior to approval of the Final Map, a system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the Public Works Director for review and approval. The plan shall include final sizing and location of on-site conveyance facilities, structures, and engineering calculations. The Applicant shall pay the cost associated with all improvements required by the plan.

53. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.

54. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.

55. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.

General Public Works and Engineering Conditions

56. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.

57. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.

58. A subdivision map shall be processed and shall be recorded prior to issuance of a building permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the Final Map from the County, prior to issuance of the first building permit.

59. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.

60. Applicant shall make every attempt to submit joint trench/utility/composite plans for review, prior to approval of the Final Map and improvement plans. Construction will not be allowed to proceed prior to submittal of the joint trench/utility/composite plans for City review.

61. All existing and proposed utilities (electric, phone/data, and cable) shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.

62. Street lighting location plan shall be submitted and approved by the City Engineer, prior to approval of improvement plans and final recordation of Map.

63. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City Engineer and Fire Department.

64. If relocation of existing facilities is deemed necessary, the Applicant shall perform the relocation, at the Applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.

65. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, issuance of any building permits, or recordation of a Final Map.

66. At the time of making the survey for the Final Map, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the Final Map.

Easements and Right of Way

67. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.

68. The Applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the City.

69. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City. Additional easements shall be dedicated as requested by the utility companies and approved by the City.

70. The Applicant shall dedicate an easement for the City sewer main located at the north end of the project site. The dedication shall be recorded with and shown on the final map.

71. Prior to approval of first set of improvement plans and Final Map, the Applicant shall acquire all rights of way and easements necessary to construct off-site and on-site improvements associated with that set of improvement plans and Final Map.

Reimbursements for Applicant Installed Improvements

72. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.

Landscaping and Lighting

73. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.

74. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

75. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works Department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.

76. After the Final Map has been approved by the City Council, the applicant shall submit to the City electronic versions of the Final Map and improvement plans shapefiles and .MXD for our GIS using North American Datum 1983, CA State Plane II using feet. These files need to use a relative path format in the .MXD.

77. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.

78. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.

79. The area of each lot, in square feet, shall be calculated and shown on the Final Map.

80. Encroachment permits if necessary from will be acquired from Yolo County, Cal-Trans, and PG&E.

81. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.

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

83. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the Final Map) on Applicant's property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the Final Map) to Applicant.

84. No building permits shall be issued until improvement plans have been approved by the City and improvements have been installed and accepted by the City.

Casitas/TM COAs CC 18Dec07

RESOLUTION NO. 2007-62

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS FINALIZING AND APPROVING THE MITIGATED NEGATIVE DECLARATION FOR THE CASITAS AT WINTERS SUBDIVISION

WHEREAS, the Casitas at Winters Subdivision site (APNs 003-450-15, 003-450-16, and 003-450-17) consists of approximately 1.2742 acres located on the north side of West Grant Avenue (SR 128) and east of the Tomat's restaurant (1123 West Grant) at West Grant Avenue, Winters, California 95694;

WHEREAS, on May 19, 1992 the city adopted the General Plan and certified the General Plan EIR. The General Plan identifies that future commercial and residential growth will occur on this parcel and others in the area;

WHEREAS, on May 14, 2007 the applicant submitted a revised tentative subdivision map for the Casitas at Winters Project;

WHEREAS, on November 2, 2007 a draft Revised Mitigated Negative Declaration was released for public review for a 20-day period during which no comment letters were received;

WHEREAS, pursuant to Section 15070(b)(2) of the CEQA Guidelines, the applicant has agreed to the mitigation measures identified in the Final Mitigation Monitoring Plan.

WHEREAS, a legally noticed public hearing on the project has been held before the Planning Commission on November 27, 2007 in order to receive input and testimony;

WHEREAS, a noticed workshop on the project has been held before the Planning Commission on July 10, 2007 in order to introduce the project and receive input;

WHEREAS, a noticed public hearing on the project has been held before the City Council on December 18, 2007 in order to receive input and testimony;

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

1. The City Council has considered the proposed Mitigated Negative Declaration (original and revised) before making a decision on the project.

2. The City Council has considered comments received on the Mitigated Negative Declaration during the public review process;

3. The City Council finds that the environmental checklist/initial study identified potentially significant effects, but: a) mitigation measures agreed to by the applicant before the mitigated negative declaration and initial study were released for public review would avoid the effects or mitigate the effects to a point where clearly no significant impact would occur; and b) there is no substantial evidence, in light of the whole record before the City, that the project as revised to include the mitigation measures may have a significant effect on the environment.

4. The Mitigated Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Mitigated Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and is determined to be complete and final.

6. The custodian of the documents, and other materials, which constitute the record of proceedings is the Community Development Director. The location of these items is the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.

7. The Mitigation Monitoring Plan in Exhibit A, attached hereto and incorporated herein by this reference is hereby adopted to ensure implementation of mitigation measures identified in the Mitigated Negative Declaration. The City Council finds that these mitigation measures are fully enforceable as conditions of approval of the project, and shall be binding on the applicant, future property owners, and affected parties.

8. The City Council has determined that no special findings related to proximity to public use airports, pursuant to Section 15074(e) of the CEQA Guidelines, are required.

9. The City Council hereby adopts the Casitas at Winters Subdivision Mitigated Negative Declaration in Exhibit B, attached hereto and incorporated herein by this reference.

10. The City Council hereby confirms that the modified mitigation measures have been made conditions of approval and are incorporated fully into the project approval.

11. A Notice of Determination (NOD) shall be filed with the County Clerk immediately following approval of the project. Appropriate Department of Fish and Game fees shall be filed.

I HEREBY CERTIFY THAT the foregoing resolution was duly and regularly adopted by the City Council of the City of Winters, County of Yolo, State of California, on the 18th day of December, 2007 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Woody Fridae, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

Exhibits:
A – Final Mitigation Monitoring Plan
B – Mitigated Negative Declaration

Casitas/TM ND CC Res 2007-62 18Dec07

RESOLUTION NO. 2007-63

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE CASITAS AT WINTERS SUBDIVISION

WHEREAS, the Casitas at Winters Subdivision site (APNs 003-450-15, 003-450-16, and 003-450-17) consists of approximately 1.2742 acres located on the north side of West Grant Avenue (SR 128), east of the Tomat's restaurant (1123 West Grant), west of the Winters Joint Unified School District office (909 West Grant), and south of Washington Avenue in the City of Winters in Yolo County, California;

WHEREAS, on May 19, 1992 the city adopted the General Plan and certified the General Plan EIR. The General Plan identifies that future residential growth will occur on this parcel and others in the area;

WHEREAS, on May 14, 2007 the applicant submitted a revised tentative subdivision map for the Casitas at Winters Project;

WHEREAS, a noticed workshop on the project was held on July 10, 2007 before the Planning Commission;

WHEREAS, a legally noticed public hearing on the project was held on November 27, 2007 before the Planning Commission at which time the Commission voted 7-0 to recommend approval of the project;

WHEREAS, a legally noticed public hearing on the project was held December 18, 2007 before the City Council to take final action on the project;

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

1) Tentative Subdivision Map is hereby approved (Exhibit B).

2) All actions herein are subject to the Findings of Fact and Conditions of Approval in Exhibit A, attached hereto and incorporated herein by this reference.

I HEREBY CERTIFY THAT the foregoing resolution was duly and regularly adopted by the City Council of the City of Winters, County of Yolo, State of California, on the 18th day of December, 2007 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

_____
Woody Fridae, Mayor

ATTEST:

_____
Nanci G. Mills, City Clerk

Exhibits:
A – Findings of Fact and Conditions of Approval
B – Tentative Map Subdivision Map

Casitas/TM CC Approval Res 2007-63 18Dec07

CITY COUNCIL
ORDINANCE NO. 2008-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS REZONING THE CASITAS AT WINTERS PROPERTY AND ADOPTING PLANNED DEVELOPMENT PERMIT 2008-01 (APNs 003-450-15, 003-450-16, and 003-450-17)

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 Casitas at Winters property as specified below and to adopt Planned Development Permit 2008-01.

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. 2008-01 is hereby adopted as a part of the rezoning to allow lot sizes less than the minimum for the C-1 Zone (Neighborhood Commercial).

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 December 18, 2007 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the 15th day of January 2008, 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 2008-01
Casitas/TM Rezone CC Ord 2008-03 18Dec07

Exhibit A - Casitas at Winters Subdivision
Current Zoning

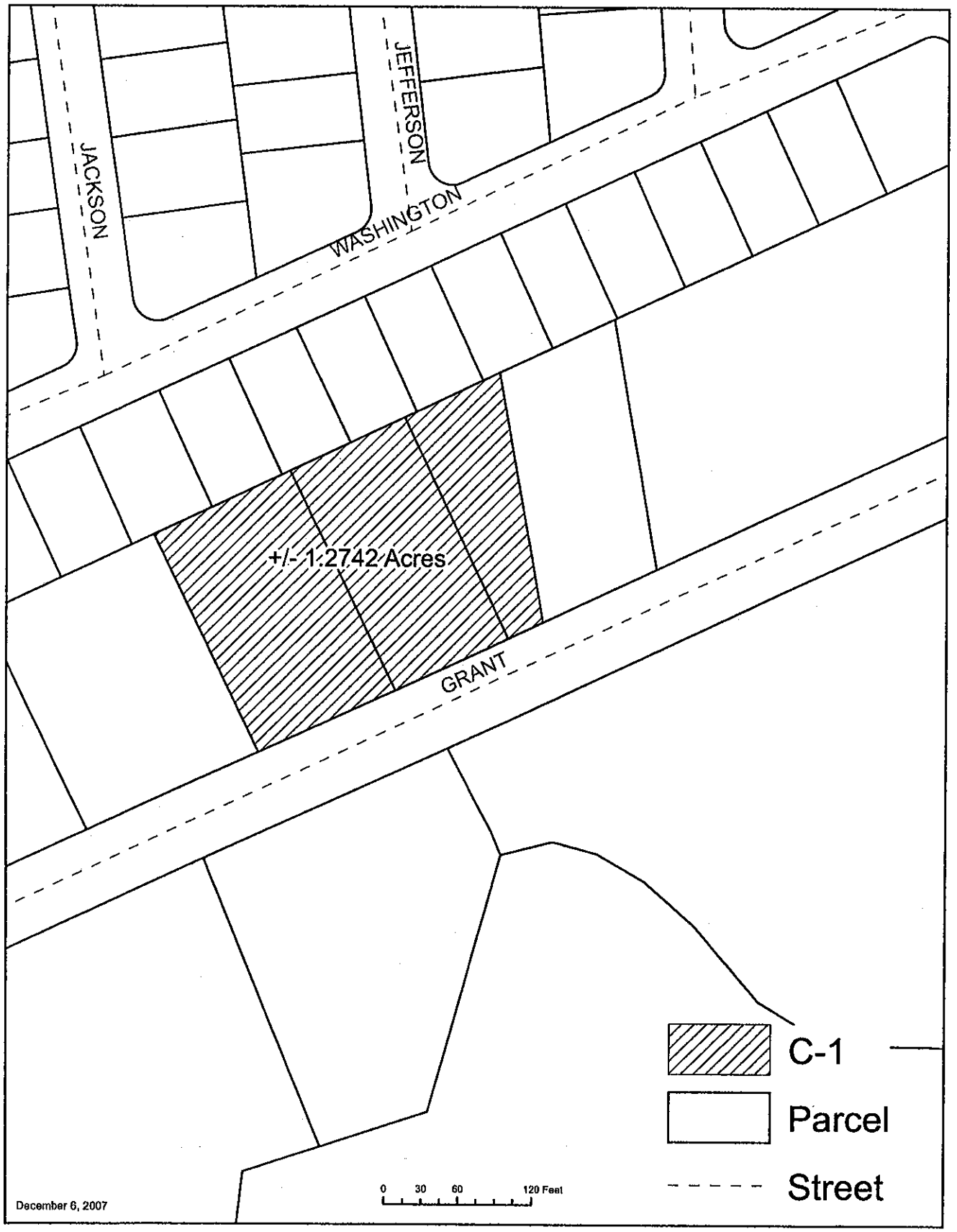
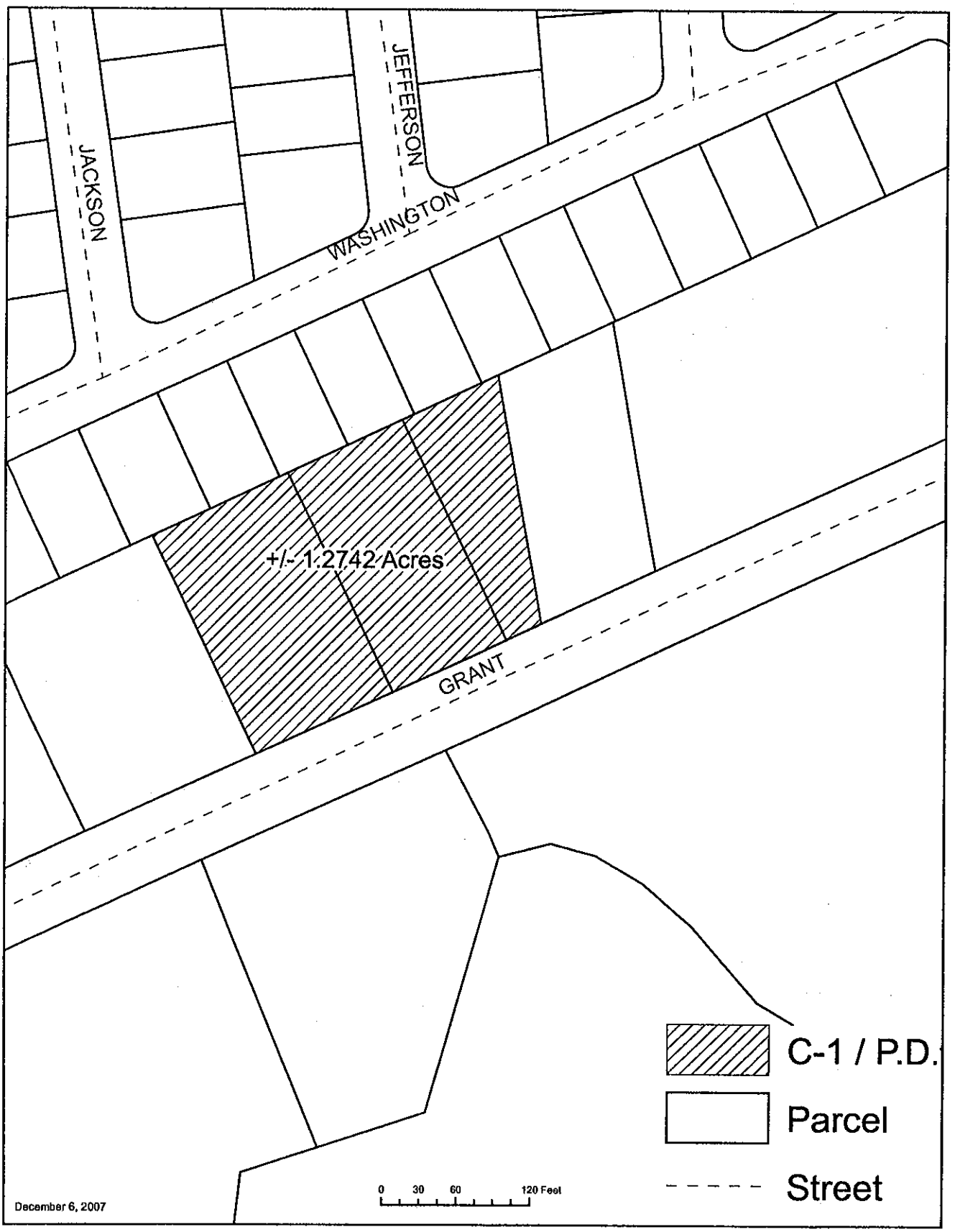


Exhibit B - Casitas at Winters Subdivision
Proposed Zoning



CITY OF WINTERS
PLANNED DEVELOPMENT (PD) PERMIT No. 2008-01
CASITAS AT WINTERS SUBDIVISION

APNs 003-450-15, 003-450-16, and 003-450-17
Approved January 15, 2008

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-1 Zone (Neighborhood Commercial) as detailed on the tentative map for the project.

Casitas/TM PD Permit 2008-01 15Jan08

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT
December 18, 2007

TO: Honorable Mayor and Councilmembers

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

FROM: Dan Sokolow – Community Development Director

SUBJECT: **Public Hearing and introduction of Ordinance No. 2008-02 to adopt provisions of Title 15 (Buildings and Construction) of the Winters Municipal Code and to adopt amendments and appendixes to the California Building Codes.**

RECOMMENDATION: Staff recommends that the City Council receive the staff report; continue the public hearing to the January 15, 2008 meeting of the City Council; and waive the first reading of Ordinance No. 2008-02 to adopt provisions of Title 15 (Buildings and Construction) of the Winters Municipal Code and to adopt amendments and appendixes to the California Building Codes; and schedule the second reading and adoption of the ordinance for the January 15, 2008 City Council meeting.

BACKGROUND: Under Ordinance No. 2008-02, the City would adopt provisions of Title 15 (Building and Construction) of the Winters Municipal Code and would adopt amendments and appendixes to the California Building Codes (CBC). The CBC will be undergoing significant changes effective January 1, 2008; however, the revised CBC will not address local building standards and will not include amendments and appendixes. As a result, California cities and counties must adopt their own local building standards as well as amendments and appendixes to the CBC. Title 15 (Buildings and Construction) of the Winters Municipal Code contains the City's local building standards such as the City's fire suppression requirements. Amendments to the CBC allow cities and counties to have more stringent provisions than what is contained in the CBC while the appendixes represent addendums to the CBC and also provide California cities and counties with the discretion to adopt all or a portion of the appendixes.

City staff is working with outside legal counsel on the drafting of Ordinance No. 2008-02 and the ordinance will be provided under separate cover.

FISCAL IMPACT: The City will not incur a fiscal impact.

ATTACHMENT
Ordinance No. 2008-02 (To be provided under separate cover)

Z+B+E/Fees Project CBC Amendments+Appendixes & Local Standards CC Stf Rpt 18Dec07

ORDINANCE NO. 2008-02

AN ORDINANCE OF THE CITY OF WINTERS AMENDING TITLE 15 OF THE WINTERS MUNICIPAL CODE, ENTITLED 'BUILDINGS AND CONSTRUCTION' TO ADOPT BY REFERENCE AND MAKE CERTAIN AMENDMENTS TO THE FOLLOWING CODES: THE 2007 CALIFORNIA BUILDING CODE, AND BY REFERENCE THE 2006 INTERNATIONAL BUILDING CODE; THE 2007 CALIFORNIA ELECTRICAL CODE AND BY REFERENCE THE 2005 NATIONAL ELECTRIC CODE; THE 2007 CALIFORNIA PLUMBING CODE, AND BY REFERENCE THE 2006 UNIFORM PLUMBING CODE; THE 2007 CALIFORNIA MECHANICAL CODE, AND BY REFERENCE THE 2006 UNIFORM MECHNICAL CODE; THE 2007 CALIFORNIA FIRE CODE; AND BY REFERENCE THE 2006 INTERNATIONAL FIRE CODE; THE 2006 UNIFORM SWIMMING POOL, SPA, AND HOT TUB CODE; AND THE FOLLOWING ADDITIONAL PARTS OF THE 2007 CALIFORNIA BUILDING STANDARDS CODE: PART 1, ADMINISTRATIVE CODE; PART 6, ENERGY CODE; PART 8, HISTORICAL BUILIDNG CODE; PART 12, REFERENCE STANDARDS CODE

The City Council of the City of Winters does ordain as follows:

SECTION 1. Chapter 15.04, "Codes Adopted by Reference" of the Winters Municipal Code is hereby amended to read as follows:

15.04.010 Uniform Codes Adopted by Reference

Pursuant to Section 50022.2 of the California Government Code, the following codes are adopted by reference, including the appendices and amendments listed in this Title,, which are made pursuant to findings of fact set forth in the Resolution no.___ adopted on__.

A. 2007 California Building Code, California Code of Regulations, Title 24, Part 2, Volume 1-2, based on the 2006 International Building Code, including adoption by reference of Appendix Chapter 1, Administrative, excluding sections 107.1 and 107.2, and amending sections: 104.8, 108.2, 109.3.8, 109.3.5;
B. 1997 Uniform Housing Code, as published by the International Conference of Building Officials, adopting by reference only Chapters 4, 5, and Section 701.2 of Chapter 7;
C. 2007 California Mechanical Code, California Code of Regulations, Title 24, Part 4, based on the 2006 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, including adoption by reference of all appendices and amendments to the following sections of Appendix Chapter 1: 115.1, 115.2, 115.3, 115.6.1, 115.6.2, 116;
D. Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition, as adopted and published by the International Conference of Building Officials;
E. 2007 California Plumbing Code, California Code of Regulations, Title 24, Part 5, based on the 2006 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including adoption by reference of all appendices and amendments to the following sections of Appendix Chapter 1: 103.4.1, 103.4.2, 1034.5.1., 103.4.5.2, 103.5.6;
F. Uniform Building Security Code, 1997 Edition, as adopted and published by the International Conference of Building Officials;

G. Uniform Sign Code, 1997 Edition, as adopted and published by the International Conference of Building Officials;
H. Uniform Swimming Pool, Spa, and Hot Tub Code, 2006 Edition, as adopted and published by the International Association of Plumbing and Mechanical Officials;
I. 2007 California Fire Code, California Code of Regulations, Title 24, Part 9, based on the 2006 International Fire Code as published by the International Code Council;
J. 2007 California Electrical Code, California Code of Regulations, Title 24, Part 3, based on the 2005 National Electric Code, as published by the National Fire Protection Association, including adoption by reference of all annex chapters, excluding sections 80.15(a)-(h) and 80.27 of Annex G;
K. 2007 California Administrative Code, California Code of Regulations, Title 24, Part;
L. 2007 California Energy Code, California Code of Regulations, Title 24, Part 6, including all appendices;
M. Uniform Solar Energy Code, 1997 Edition, as adopted and published by the International Association of Plumbing and Mechanical Officials;
N. 2007 California Historical Building Code, California Code of Regulations, Title 24, Part 8, including all appendices;
O. 2007 California Existing Building Code, California Code of Regulations, Title 24, 10, including all appendices;
P. 2007 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12, including all appendices.

SECTION 2. The following sections of Chapter 15.08 "Building Code" of the Winters Municipal Code are hereby amended to read as follows:

15.08.010 Adoption by reference

See section 15.04.010(A) adopting by reference the 2007 California Building Code, Volumes 1-2, based on the 2006 International Building Code, including Appendix Chapter 1, Administrative, excluding sections 107.1 and 107.2, and amending sections: 104.8, 108.2, 109.3.8, 109.3.5.

15.08.040 Building Valuation Schedule

Building permit fees shall be collected according to the following schedule:

Total Valuation	Fee
$1.00 to $500.00	$23.50
$501.00 to $2,000.00	$23.50 for the first $500.00 plus $3.05 for each additional $100.00 or fraction thereof, to and including $2,000.00
$2,001.00 to $25,000.00	$69.25 for the first $2,000.00 plus $14.00 for each additional $1,000.00, or fraction thereof, to and including $25,000.00
$25,001.00 to $50,000.00	$391.25 for the first $25,000.00 plus $10.10 for each additional $1,000.00, or fraction thereof, to and including $50,000.00
$50,001.00 to $100,000.00	$643.75 for the first $50,000.00 plus $7.00 for each

	additional $1,000.00, or fraction thereof, to and including $100,000.00
$100,001.00 to $500,000.00	$993.75 for the first $100,000.00 plus $5.60 for each additional $1,000.00, or fraction thereof, to and including $500,000.00
$500,000.00 to $1,000,000.00	$3,233.75 for the fist $500,000.00 plus $4.75 for each additional $1,000.00, or fraction thereof, to and including $1,000,000.00
$1,000,001.00 and up	$5,608.75 for the first $1,000,000.00 plus $3.65 for each additional $1,000.00, or fraction thereof.

The plan check fee will be sixty-five (65%) percent of building issuance fee.

15.08.070 Section 108.4 amended

Section 108.4 of the 2007 California Building Code is deleted and replaced with the following: "All permit fees required pursuant to this title shall be paid in the amount established and set forth in Chapter 15.60, entitled 'Fee Schedule' established by resolution of the city council."

15.08.080 Additional plan check fees

For a plan check conducted by a consultant retained by the City, the City shall collect a plan check fee equal to 100% of the City's cost for the consultant, plus twenty 20% to reimburse the City for the cost of obtaining the consultant. For a plan check resubmission, the City shall collect a plan check fee equal to the actual cost for plan check review using the building inspector's full hourly reimbursable rate with a one-half hour minimum.

15.08.090 Section 1910A.1 amended

Section 1910A.1 of the California Building Code is hereby amended to read as follows: The minimum thickness of concrete floor slabs supported directly on the ground shall not be less than 3 ½ inches thick with a minimum # 3 rebar at 18 inch on center both ways or equal approved by building official at its mid-height. A 6-mil polyethylene vapor retarder with joints placed between the base course and a minimum of 3 ½ inch thick ¾ crushed rock or other approved equivalent method or materials shall be used to retard vapor transmission through the floor slabs.

15.08.100 Section 1505.1 amended

Section 1505.1 paragraph 1 is hereby amended as follows: The minimum roof coverings installed on a building shall comply with Table 1505.1 based on the type of construction but in no case be other than class A or class B. The rating of roofing materials for re-roofing shall not be less than required for new roofs for the occupancy classification.

15.08.110 Table 1505.1 amended

Table 1505.1 shall be amended as follows: Exterior roof coverings regardless of occupancy classifications shall be noncombustible or have a fire restive rating of not less than a class B. All listings or labeling shall be approved by a building official.

15.08.140 Capital acquisition recovery fee (CARF) A minimum fee of twenty-five dollars ($25.00) shall be collected when a building permit is issued.
0 - $100.00 = $25.00
$101.00 - $500.00 = $50.00
$501.00 - $1,000.00 = $75.00
$1,001.00 - $5,000.00 = $100.00
$5,001.00 - $6,000.00 = $125.00
$6,001.00 and over = $150.00

15.08.150 Appendix, Chapter 1 amended

A. Section 104.8 is amended to read as follows:
Any city officer, employee or agent, including the building official, hereinafter referred to as "officials", charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an official because of an act performed by that official in the lawful discharge of duties and under the provisions of this code or other pertinent law or ordinance shall be defended by legal representative of the jurisdiction until the final termination of the proceedings.

The official shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code or other law or ordinance.

B. Section 108.2 is amended as follows:
Building permit fees shall be collected according to the table set forth in section 15.08.040 of this Chapter. The plan check fee will be sixty-five percent (65%) of building issuance fee.

C. Section 109.3.8 is amended to read as follows:
In addition to the inspections specified in the 2007 California Building Code, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by building and code enforcement division.

Reinspections. A reinspection fee shall be assessed for each reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee set forth in the schedule of fees established by resolution of the city council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

SECTION 3. The following sections are hereby deleted in their entirety:
15.08.120 Excavation and Grading

15.08.135 Installation of smoke alarms

Section 15.08.135 entitled "Installation of smoke alarms" is replaced by Section 15.20.050 in Chapter 15.20 of this Title.

SECTION 4. The following sections of Chapter 15.16 "Electrical Code" of the Winters Municipal Code are hereby amended to read as follows:

15.16.010 Adoption by reference

See Section 15.04.010(J) adopting by reference 2007 California Electrical Code, California Code of Regulations, Title 24, Part 3, based on the 2005 National Electric Code, as published by the National Fire Protection Association, including adoption by reference of all annex chapters, excluding sections 80.15(a)-(h) and 80.27 of Annex G.

15.16.020 Electrical permit—fees

Electrical permit fees are established in Section 15.60.090 of Chapter 15.60 of this Title.

15.16.030 Electrical permit—Applicant qualifications

Subsection (K)2 is hereby amended to read as follows:
The interior metallic water and gas piping systems, and metal frame of buildings shall be bonded in accordance with Article 250 of the 2005 National Electrical Code.

Subsection (M) is hereby amended to read as follows:
M. Raceway Requirements, A through I Occupancies.
All occupancy groups from A through 1, inclusive, and their premises, and motels, hotels and their premises, shall have their wiring installed in approved raceways.
Exception: Class 2 remote control and signal circuits as defined in the 2005 National Electrical Code.

SECTION 5. The following sections of Chapter 15.20 "Fire Code" of the Winters Municipal Code are hereby amended to read as follows:

15.20.010 Adoption by reference

See Section 15.04.010(I) adopting by reference the 2007 California Fire Code, California Code of Regulations, Title 24, Part 9, based on the 2006 International Fire Code as published by the International Code Council.

15.20.020 Code adopted by reference

Section 15.20.020 entitled "Code adopted by reference" is hereby deleted.

15.20.030 Enforcement

The Winters Fire Protection District shall enforce the 2007 California Fire Code.

15.20.050 Installation of smoke alarms

This section requires the installation of smoke alarms whenever the city issues a building permit for Group R Occupancy (residential) of any value. The smoke alarm shall be installed in accordance with 2007 California Building Code section 907.2.10.1.2.

15.20.060 Visibility of address numbers from the street

1. All addresses numbering shall be clearly visible from the street fronting the property.
2. All buildings shall be identified by either four-inch high illuminated numbers or six-inch high non-illuminated numbers on contrasting background.
3. For residences on alleyway, the address numbering shall appear on the front of the structure and at the rear of the property.
4. An existing occupancy shall satisfy the minimum addressing standard contained in subsections (1) through (3) whenever a building permit is issued.

SECTION 6. The following section of Chapter 15.24 "Housing Code" of the Winters Municipal Code is hereby amended to read as follows:

15.24.010 Adoption by reference

See Section 15.04.010(B) adopting by reference Chapters 4, 5 and section 701.2 of Chapter 7 of the 1997 Uniform Housing Code, as published by the International Conference of Building Officials.

SECTION 7. The following sections of Chapter 15.28 "Mechanical Code" of the Winters Municipal Code are hereby amended to read as follows:

15.28.010 Adoption by reference

See Section 15.04.010(C) adopting by reference the 2007 California Mechanical Code, California Code of Regulations, Title 24, Part 4, based on the 2006 Uniform Mechanical Code as published by the International Association of Plumbing and Mechanical Officials, including adoption by reference of all appendices and amendments to the following sections of Appendix Chapter 1: 115.1, 115.2, 115.3, 115.6.1, 115.6.2, 116.6.

15.28.020 Section 115.1 amended

Section 115.1 is hereby amended to read as follows:
Fees shall be assessed in accordance with the provisions of this section and as set forth in the fee schedule adopted by city council resolution.

15.28.040 Section 115.2 Permit fees amended

Section 115.2 is hereby amended to read as follows:
Mechanical permit fees are established in Section 15.60.080 of Chapter 15.60 of this Title.

15.28.050 Section 115.3 Plan review fees amended

Section 115.3 is hereby amended to read as follows:
When a plan or other data are required to be submitted by Section 113.2, a plan review fee shall be paid at the time of submitting plans and specifications for review.

The plan review fees for mechanical work shall be determined and adopted by this jurisdiction. The plan review fees are separate fees from the permit fees specified in this section and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate set forth in the schedule of fees established by resolution of the city council.

15.28.060 Section 115.6.1 amended

Section 115.6.1 is hereby amended to read as follows:
The building official may authorize the refunding of not more than 80% of the permit paid when no work has been done under a permit in accordance with this code.

15.28.070 Section 115.6.2 amended

Section 115.6.2 is hereby amended to read as follows:
The building official may authorize the refunding of not more than 80% of the plan check fee when an applicant for a permit for which a plan review fee has been paid is withdrawn or canceled before any plan review effort has been expended.

15.28.080 Section 116.6 amended

Section 116.6 is hereby amended to read as follows:
Reinspections. A reinspection fee shall be assessed for each reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee set forth in the schedule of fees established by resolution of the city council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

SECTION 8. The following sections of Chapter 15.32 "Plumbing Code" of the Winters Municipal Code are hereby amended to read as follows:

15.32.010 Adoption by reference

See Section 15.04.010(E) adopting by reference the 2007 California Plumbing Code, California Code of Regulations, Title 24, Part 5, based on the 2006 Uniform Plumbing Code as published by the International Association of Plumbing and Mechanical Officials, including adoption by reference of all appendices and amendments to the following sections of Appendix Chapter 1: 103.4.1, 103.4.2, 1034.5.1., 103.4.5.2, 103.5.6

15.32.040 Water Pipe insulation requirements

Water pipes located in a garage, attic, or other unconditioned space shall be insulated for all occupancy structures.

15.32.060 Section 103.4.1 Permit fees amended

Section 103.4.1 is hereby amended to read as follows:
Plumbing permit fees are established in Section 15.60.100 of Chapter 15.60 of this Title.

15.32.070 City building inspector

Whenever the 2007 California Plumbing Code refers to the administrative authority, the administrative authority of the city shall be the building inspector of the city.

15.32.080 Section 103.4.2 Plan review fees amended

Section 103.4.2 is hereby amended to read as follows:
When a plan or other data is required to be submitted by Section 103.2, a plan review fee shall be paid at time of submitting plans and specifications for review.

The plan review fees for plumbing work shall be determined and adopted by this jurisdiction. The plan review fees are separate fees for the permit fees specified in this section and are in addition to permit fees.

When plans are incomplete or changed so as to require additional review, a fee shall be charged at the rate set forth in the schedule of fees established by a resolution of the city council.

15.32.090 Section 103.4.5.2 amended

Section 103.4.5.2 is hereby amended to read as follows:
The building official may authorize the refunding of not more than 80% of the permit paid when no work has been done under a permit in accordance with this code.

15.32.100 Section 103.5.6 amended

Section 103.5.6 is hereby amended to read as follows:
Reinspections. A reinspection fee shall be assessed for each reinspection. To obtain a reinspection, the applicant shall file an application therefore in writing on a form furnished for that purpose and pay the reinspection fee set forth in the schedule of fees established by resolution of the city council.

In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the required fees have been paid.

SECTION 9. The following sections of Chapter 15.44 "Swimming Pool Regulations" of the Winters Municipal Code are hereby amended to read as follows:

15.44.010 Adoption by reference

See Section 15.04.010(H) adopting by reference the 2006 Uniform Swimming Pool, Spa, and Hot Tub Code as adopted and published by the International Association of Plumbing and Mechanical Officials.

15.44.050 Schedule of fees
Swimming pool fees shall be established by resolution of the city council.

SECTION 10. Chapter 15.60 "Fee Schedule" of the Winters Municipal Code is hereby amended to read as follows:

15.60.020 Plan check fees

References to the Uniform Building Code contained in this section are hereby replaced with "2007 California Building Code."

15.60.050 Special service fees

A. The City shall collect a fee based on time for building inspection services not covered in the City's fee schedule and the building inspector's full hourly reimbursable rate shall be used with a one hour minimum.
B. For inspection beyond one reinspection of an item of work caused by faulty workmanship or work not being ready for inspection at the time requested the fee shall be equal to one hour of the building inspector's full hourly reimbursable rate.
C. For inspections requested by a permittee to be made outside of the building inspector's normal work hours, Monday through Friday, the fee shall be equal to three times the building inspector's full hourly overtime reimbursable rate.

15.60.080 Mechanical code fees

The first line of subsection A is hereby amended to read as follows:
A. Fees for permits under Chapter 15.28 "Mechanical Code" of this Title shall be as follows:

15.60.090 Electrical code fees

The first line of subsection A is hereby amended to read as follows:
A. Fees for permits under Chapter 15.16 "Electrical Code" of this Title shall be as follows:

15.60.100 Plumbing code fees

The first line of subsection A is hereby amended to read as follows:
A. Fees for permits under Chapter 15.32 "Plumbing Code" of this Title shall be as follows:

SECTION 11. Chapter 15.84 "Historical Building Code" of the Winters Municipal Code is hereby added to read as follows:

15.84.010 Adoption by reference

See Section 15.04.010(N) adopting by reference the 2007 California Historical Building Code, California Code of Regulations, Title 24, Part 8, including all appendices.

SECTION 12. Chapter 15.88 "Administrative Code" of the Winters Municipal Code is hereby added to read as follows:

15.88.010 Adoption by reference

See Section 15.04.010(K) adopting by reference the 2007 California Administrative Code, California Code of Regulations, Title 24, Part 1 as published by the International Code Council.

SECTION 13. Chapter 15.92 "Energy Code" of the Winters Municipal Code is hereby added to read as follows:

15.92.010 Adoption by reference

See Section 15.04.010(L) adopting by reference the 2007 California Energy Code, California Code of Regulations, Title 24, Part 6, including all appendices.

SECTION 14. Chapter 15.96 "Reference Standards Code" of the Winters Municipal Code is hereby added to read as follows:

15.96.010 Adoption by reference

See Section 15.04.010(P) adopting by reference the 2007 California Referenced Standards Code, California Code of Regulations, Title 24, Part 12, including all appendices.

SECTION 15. Severability. If any words, phrases, provisions, or sections of this Chapter are either determined by a Court of competent jurisdiction to be void, invalid, unenforceable, or preempted by state or federal law then such words, phrases, provisions, or sections shall be severed from this Chapter, and all the remaining words, phrase, provisions, and sections of this Chapter shall remain in full force and effect; provided however, that the severing of such words, phrases, provisions, and sections does not frustrate the purposes of any of the remaining sections of this Chapter.

SECTION 16. Effective Date. Pursuant to Section 36937 of the Government Code of the State of California, this ordinance shall take effect and be in full force and effect thirty (30) days after its final passage.

SECTION 17. Publication. The City Clerk shall cause this ordinance to be published and posted in accordance with the requirements of Section 36933 of the Government Code of the State of California.

* * * * *

PASSED AND ADOPTED this _____ day of _____, 2008, by the following votes:

AYES:_____

NOES:_____

ABSENT:_____

ABSTAIN:_____

_____
Mayor

ATTEST:

_____
City Clerk

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and City Council Members

DATE: December 18, 2007

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

SUBJECT: County Development Impact Fees

RECOMMENDATION:

It is recommended that the City Council authorize the Mayor to sign the Agreement regarding application of county development impact fees in incorporated cities in substantially the same form as the document attached, as soon as the other cities in Yolo County have approved the Agreement.

DISCUSSION:

The County of Yolo adopted a facilities development impact fee in September 1991. In 1994, the Yolo County Board of Supervisors (BOS) adopted Resolution No. 94-101.2 agreeing to pay the City of Winters fifty percent of the administrative component of the fee to fund the cost of fee collection. Since that time, the city has been collecting the County Facilities Fee from new development on behalf of the county, but the city has not adopted the county fees, and does not have a formal agreement with the county to impose the County Facility Fee on new development in Winters.

In November 2005, the county proposed new impact fees. Winters staff participated in a number of discussions regarding the fee update in February 2006. From the perspective of Winters, there were three issues related to the proposed impact fees:

1. the magnitude of the proposed fee increase;
2. the authority of the County to impose fees in the incorporated cities; and
3. the method applied in the calculation of the fee.

The BOS originally intended to increase existing fees and add two new impact fees: Parks and Open Space; and Traffic in early 2006. Following substantial input from cities, the BOS eventually determined to increase existing fees and commence negotiations with the cities about the process for considering any new fees. The Agreement before the Council is the product of those negotiations. This Agreement is scheduled to be considered by the BOS on December 11, 2007 and Yolo County staff has requested that the cities present the report to their councils in December, if possible.

The Agreement authorizes collection of county impact fees; requires annual reports; and establishes a process for increasing fees and creating new fees. The Agreement mandates a Technical Advisory Committee ("TAC") with the fundamental purpose of ensuring that any future adjustments

to, or proposed new categories of, county fees are developed and imposed only after the completion of a fee study prepared by a qualified consultant that complies with all applicable legal requirements. It permits withdrawal from the Agreement with six months notice. The Agreement addresses the city's three major concerns with previous proposals as follows:

- **Magnitude of Proposed County Fees.** The Agreement does not propose any new or increased fees. Rather, it establishes a process for increasing existing impact fees or establishing new impact fees. The county's goal is to enter into an arrangement with the cities that will allow the county to study and adopt new impact fees.

- **County Authority for Imposition of Fee.** The Mitigation Fee Act (California Government Code Section 66000 et seq or AB 1600) prescribes certain findings that must be made when a jurisdiction imposes development impact fees. These findings are typically established through the creation of a nexus study. However, the Mitigation Fee Act does not, by itself, provide the authority for the imposition of development impact fees. Instead, the authority to impose fees is derived from the police power granted to cities and counties by the California Constitution. Article XI, section 7 of the California Constitution states that: "A county or city may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws." Key to this provision is the requirement that police powers be implemented and enforced within the boundaries of a legislative body's own jurisdiction. The Mitigation Fee Act does not independently provide authority to the counties to impose fees in incorporated cities. In fact, Section 66001 of the Mitigation Fee Act limits the imposition of fees to the jurisdiction approving the development project.

  Countywide fee programs that require development within the cities to pay impact fees are typically implemented via individual agreements between each city and county, whereby the city agrees to collect the fees on behalf of the county. While Yolo County may disagree, many in the field believe that cooperation by the cities is required before county fees can be imposed or collected inside incorporated areas. The Agreement before the council is such a cooperative agreement. In essence, by entering into this Agreement the City of Winters is granting the county permission to collect impact fees according to a process outlined in the Agreement. This permission is revocable at any time with six months written notice.

- **Method of Calculating the Fee.** Staff objected to the approach taken by the county in the 2005 nexus study used to provide the basis for updating the County Facilities Fee. Staff believed that the fee calculation method did not adequately address the proportionality component outlined in Section 66001(b) of the Mitigation Fee Act. While the Agreement does not specifically address approaches to calculating fees, it establishes the TAC that will provide guidance and transparency to the process.

Since 1991, when fees were first collected, there have been different approaches to the imposition and updates of the fees, which have sometimes created discord between the cities and the county. Notwithstanding those issues, the county and the cities have been able to work together to impose fees within the incorporated areas in recognition of the impacts of city development on county facilities. Negotiations regarding the Agreement have extended for more than a year and involved every city in the county While the procedure outlined in the Agreement cannot guarantee harmony and unanimity, it provides a fair, good faith approach to addressing city concerns while meeting the needs of the county.

Alternatives

The Council could:

1. Authorize the Mayor to sign the Agreement in substantially the same form as the document attached, as soon as other cities in Yolo County have approved the Agreement.
2. Suggest modifications to the Agreement. Any modifications would require approval of the other cities and the county.
3. Decline to adopt the Agreement.
4. Continue the item with any requests for additional information.

Alternative 1 is recommended because the Agreement establishes a clearer process for administering county impact fees. Staff is prepared to implement alternative 2 or 4 at council's direction. While the county desires early adoption, staff is not aware of any major problem that would be caused by minor modifications or a short delay in adoption. Staff does not recommend alternative 3 without first offering the county an opportunity to make their case to the council. This is a major issue for the BOS and rejection of the Agreement could significantly affect city-county relations.

Fiscal Impact

This Agreement has no direct or immediate fiscal impact on the city. Approval of the Agreement opens the possibility of new or increased fees; provides a clearer mechanism to influence the county's fee structure; and requires better reporting of impact fee activity.

ATTACHMENTS

1. Agreement Regarding Application of County Development Impact Fees

AGREEMENT NO. __-____

Agreement Regarding Application of County Development Impact Fees to Projects Located Within Incorporated Cities

THIS AGREEMENT is made this __ day of _____, by and between the County of Yolo ("County"), the City of Davis, the City of West Sacramento, the City of Woodland, and the City of Winters (hereinafter collectively called the "Cities").

RECITALS

WHEREAS, the County and the Cities share a unique and cooperative relationship which values the preservation of agriculture and open space to separate our distinctive communities; and

WHEREAS, the countywide collection of development impacts fees is a model of cooperation and recognition of the impacts of development outside of jurisdictional boundaries; and

WHEREAS, the County and the Cities wish to maintain effective community planning by, among other things, establishing an appropriate framework to address some of the financial burdens resulting from the impact of growth on County public facilities; and

WHEREAS, growth within the Cities contributes to the demand for and impacts on County facilities, including but not limited to facilities for public protection, health and human services, libraries, sheriff patrol and investigation services, traffic, parks and open space, county administration, information technology, planning and public works, and facility planning; and

WHEREAS, on or before the date of this Agreement, the County adopted certain fees ("Development Impact Fees") pursuant to the Mitigation Fee Act, Government Code §§ 66000 *et seq.*, to help defray costs associated with public facilities needed to serve the types of development projects on which the fees are to be imposed; and

WHEREAS, these fees have been collected by the County for development within incorporated areas since the fees were established or, in the case of West Sacramento, collected by the City on behalf of the County, and

WHEREAS, this Agreement seeks to improve future updates of the existing fees and the establishment of any new fees, and

WHEREAS, subject to the terms and conditions of this Agreement, the Cities consent to the County's imposition of the Development Impact Fees identified below on development projects located within the incorporated area of each of the Cities; and

WHEREAS, the purpose of this Agreement is to provide a means for the County to impose certain Development Impact Fees on development projects located within the incorporated area of each of the Cities to help ensure that the County can adequately meet the facility needs of those who live and work at such projects;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

I. COUNTY FEES. Subject to the limited exemption set forth in Section IV, below, and the remaining terms and conditions of this Agreement, the Cities agree that the County may impose the Development Impact Fees contained in Chapter 14, Title 3 of the Yolo County Code and the County's Master Fee Resolution on all development projects located within their boundaries. For the purposes of this Agreement, the fees that may properly be charged by the County include all County fees in effect on or before the date of this Agreement, as well as those new or increased fees that subsequently become effective pursuant to this Agreement. A list of all County fees that are presently in effect (or that have been adopted and will become effective within 60 days of this Agreement) is attached hereto as **Exhibit A**, which is incorporated herein by this reference.

II. COLLECTION OF COUNTY FEES. The Cities agree to facilitate the collection of the County Development Impact Fees covered by this Agreement by implementing either of the methods set forth in Section 3-14.05(a) and (c) of the Yolo County Code, which alternatively provide for the addition of conditions to building permits or other land use entitlements requiring payment of County fees (subsection (a)), or authorize City collection and remittance to County of County fees (subsection (c)). Except as otherwise provided in Government Code § 66007(a) or Section IV, below, all Development Impact Fees shall be paid at the time building permits are issued.

III. SOLE AND EXCLUSIVE METHOD. The County agrees that this Agreement shall be the sole and exclusive method for imposing and adjusting County Development Impact Fees within the incorporated area of each City. The County shall not attempt to impose or collect any Development Impact Fees within the incorporated area of each City except in accordance with the terms and provisions of this Agreement. The provisions of this Agreement shall supersede any previous agreements between the parties on the subjects addressed herein.

IV. LIMITED EXEMPTION FOR CERTAIN PROJECTS AND VESTING; OTHER WAIVERS.

Limited Exemption and Vesting. Subject to the following limitations, the County further to vest the amount of County Development Impact Fees for future projects if a City vests its fees at the time of project approval. As used herein, the terms "vest," "vests," and "vesting" shall be understood to refer to the concept of exempting a project from any increases in County Development Impact Fees for a specified period of time. County fees shall also be vested for the same period of time as City fees, up to a maximum of two years from the date of project approval. If vested fees are not paid prior to the end of the vesting period, all County Development Impact Fees owed by the applicant shall be immediately due and payable in the full amount in place as of the expiration of the vesting period.

Alternatively, the County and the applicant may enter into a written agreement that provides for a different arrangement.

B.

Nothing in this Section IV shall prevent the County and a City from implementing an alternate methodology for fee collections in that city's incorporated area that complies with the provisions of Government Code § 66017 and that is expected to result in essentially the same amount of total revenue to the County that would have been generated by subsection IV.A, above.

C. Other Waivers. Nothing in this Agreement impairs the County's ability to waive the application of its Development Impact Fees to future projects in its sole discretion. The County agrees that to the extent any such waiver reduces the revenues that would otherwise be available to County to provide public services to the residents of a City, the County will not seek to recover such revenues from other projects that are subject to this Agreement.

V. ANNUAL COUNTY REPORTS. On an annual basis on or before the anniversary date of this Agreement, the County shall prepare and deliver an individual written report to each City that includes at least the following information about the County Development Impact Fees collected pursuant to this Agreement: (A) the total amount of fees for each category collected from development projects within that City during the previous twelve months; (B) the County's expenditures of fees collected from development projects within that City during the previous year, including information describing each project on which fees have been expended and the amount of such expenditures; and (C) to the extent the County did not fully expend all fees collected from development projects within that City in previous years, the same information required by subsection (B) regarding any expenditure of such fees, as well as the amount of any remaining surplus. The County shall annually provide a copy of all reports to each City.

The annual reporting requirement established in this Section shall apply only to fees collected after the date of this Agreement. If a city collects County Development Impacts Fees and transmits them to the County, on at least a quarterly basis, the city shall certify and transmit data to the County indicating the total amount of fees collected and transmitted by fee category, consistent with subsection V.A., above, to enable the County to satisfy its annual reporting requirement.

VI. FUTURE FEES AND FEE ADJUSTMENTS; TECHNICAL ADVISORY COMMITTEE. The County and the Cities recognize that developing consistent policies for determining development impact fees through the County provides for more orderly planning and greater uniformity and predictability for applicants. Further, the Cities recognize that, from time to time, the County may find it necessary to adjust the amount of the County Development Impact Fees covered by this Agreement and/or establish new categories of fees. For the purpose of providing appropriate technical oversight with regard to such fee adjustments and new fee categories, as further detailed below, the parties agree to form a Technical Advisory Committee ("TAC") in accordance with the following:

A. Purpose. The fundamental purpose of the TAC is to help ensure that any future adjustments to, or proposed new categories of, County Development Impact Fees are developed and imposed only after the completion of a fee study by a qualified

consultant that complies with all applicable legal requirements. Consistent with this purpose, the TAC shall provide recommendations to the County on each of the following:

1. Fee study methodology;

2. Consultant selection;

3. If applicable, projects for consideration in capital improvements plans ("CIP") proposed by the County;

4. The content of draft fee studies; and

5. Any other issues that are relevant to the County's adjustment or establishment of the Development Impact Fees covered by this Agreement.

The TAC's role is advisory only and, consistent with its obligation to indemnify the Cities and its sole legal responsibility for compliance with the Mitigation Fee Act (Government Code §§ 66000 *et seq.*), the County retains full discretion with respect to Development Impact Fees except as otherwise expressly provided in this Agreement. However, if the County elects not to follow the TAC's recommendations, it shall advise each City of that decision and allow each City 30 days to respond with comments to the County.

B. TAC Structure and Membership. The TAC will include the City Manager for each of the Cities and the County Administrator, or their designees. In addition, the TAC shall also include two (2) members to be appointed from the general public by the County Administrator. The public members must reside within the County (either in an unincorporated or incorporated area), should possess knowledge relevant to or experience with Development Impact Fees, and they may not be employed by any of the local government participants during their membership term. The TAC may also contract for the services of a consultant to advise the TAC on issues within its jurisdiction. The cost of any such consultant shall be borne by the County. The County Administrator or designee shall chair the TAC, and the local government participants shall elect a vice-chair. The TAC vice-chair and public members shall each serve for two-year terms, and they may be reappointed at the conclusion of each term or they may resign at any time. Except as otherwise provided in this subsection, all members of the TAC are entitled to vote on all issues with the TAC's jurisdiction.

C. Meetings of the TAC. The TAC shall meet on an as-needed basis, or upon request of any member, and at least six (6) months prior to each 5-year review of County Development Impact Fees. The TAC shall comply with the requirements of the Ralph M. Brown Act (Gov. Code §§ 54950 *et seq.*) to the extent it may apply.

VII. WITHDRAWAL. Any entity that is a party to this Agreement may elect to withdraw from continued participation in the arrangement established by its terms and

provisions. The entity electing to withdraw must deliver a written notice stating its intent to withdraw to each of the other remaining parties to this Agreement. Any such withdrawal shall not be effective until six months from the date of delivery of the written notice or, alternatively, until the date of withdrawal set forth in the notice, whichever is later. Any new or increased County Development Impact Fees that become effective within six months after delivery of such notice shall not apply within the jurisdictional limits of the withdrawing party. The notice shall include a statement of the basis for the decision to withdraw.

VIII. FEE ALLOCATION; EXPENDITURES.

A. Allocation. The parties recognize that under California constitutional and statutory law, development impact fees must generally bear a reasonable relationship in both use and amount to public facility impacts associated with the type of development on which they are imposed. This general legal principle limits the County's discretion in allocating the amounts of Development Impact Fees subject to this Agreement among different types of development. However, to the extent the County may do so in a manner that is consistent with this principle and the County's financial needs, the County agrees to adhere to any allocation formula adopted by each City in imposing Development Impact Fees within the incorporated area of such City. The TAC shall advise the County on issues of allocation.

B. Expenditures. The County's expenditure of Development Impact Fees collected from developments within the Cities is not limited or restricted in any manner by this Agreement.

IX. INDEMNIFICATION. Pursuant to Government Code section 895.4, the County agrees to defend, indemnify and hold harmless the Cities and their elected officials, officers, employees, agents and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or alleged to arise out of the performance of this Agreement. In carrying out its obligations under this Section IX, the County may use legal counsel of its choice.

X. APPLICABLE LAW. This Agreement has been made and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with California law.

XI. SUCCESSORS AND ASSIGNS. This Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective representatives, heirs, predecessors, affiliated entities, transferees, assigns and successors in interest.

XII. ATTORNEYS' FEES AND COSTS. In the event of future litigation to enforce this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

XIII. SEVERABILITY. Should any paragraph, clause or provision of this Agreement be construed to be against public policy or determined by a court of competent jurisdiction to be void, invalid or unenforceable, such construction and decisions shall affect only those paragraphs, clauses or provisions so construed or interpreted, and shall in no event affect the remaining paragraphs, clauses or provisions of this Agreement, which shall remain in force.

XIV. NO THIRD PARTY BENEFICIARIES. This Agreement is not intended to, and will not be construed to, create any right on the part of any third party to bring an action to enforce any of its terms.

XV. ENTIRE AGREEMENT; MODIFICATION. This Agreement is the entire Agreement between the parties with respect to the subject matter hereof and, subject to the limitation in the following sentence, supersedes all prior and contemporaneous oral and written agreements and discussions. This Agreement does not supersede any prior written agreements duly approved and executed by the County and any of the other parties hereto concerning, in whole or part, County Development Impact Fees. If any such agreements are in effect at the time this Agreement is signed, they shall remain in effect during the term hereof. Provisions in such agreements relating to County Development Impact Fees, however, shall not be operative following the execution of this Agreement except as to a party that (i) withdraws from this Agreement in accordance with Section VII, above, or (ii) is otherwise relieved of its legal obligations under this Agreement. Each party has cooperated in the drafting and preparation of this Agreement, and this Agreement shall not be construed against any party on the basis of drafting. This Agreement may be amended only by an agreement in writing, signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

County of Yolo Date	City of Davis Date
City of West Sacramento Date	City of Woodland Date
City of Winters Date	

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2007

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

FROM: Nicholas Ponticello, City Engineer

SUBJECT: Revised Project Budget Sheet for the 2007/08 Water and Sewer Improvements, Project No. 08-01

RECOMMENDATION: Staff recommends the City Council approve the revised Project Budget Sheet (PBS) in the amount of $3,601,000, for the 2007/08 Water and Sewer Improvements, Project No. 08-01, and authorize the City Engineer to commence with design.

BACKGROUND: A large portion of the City's water and sewer infrastructure is aged. In 2006, Council approved a utility rate increase to address many things including repair and replacement of deficient infrastructure. In May 2007, Council approved a Project Budget Sheet (PBS) for the 2007 Water and Sewer Rehabilitation, Project No. 06-16. Staff has spent the last several months evaluating the needs, using the projects listed in the Water and Sewer Master Plans, having discussions with Public Works and Fire Department staff about their concerns, and evaluating the results of the completed video inspection of the older sewer mains. Based on that evaluation, a revised Project and PBS were developed for the 2007/08 Water and Sewer Improvements, Project No. 08-01 (previous 2007 Water and Sewer Rehabilitation, Project No. 06-16) using the updated costs and funding available with the first Revenue Bond sale.

The scope of the project includes the following improvements.

Water Mains	From	To	Scope
Russell Street	Third St.	Emery St.	Upsize main from 6" to 8"
E. Edwards Street	Railroad Ave.	East St.	Upsize main from 6" to 8"

Sewer Main	From	To	Scope
Walnut Lane	North End	Grant Ave.	Replace damaged 6" with new 8" pipeline
Russell Street	West End	Railroad Ave	Replace damaged 6" with new 8" pipeline
Second Street	Wolfskill St.	Russell St.	Replace damaged 6" with new 8" pipeline
E. Edwards Street	Railroad Ave.	East St.	Replace damaged 6" with new 8" pipeline

SCHEDULE: Sewer line maintenance (cleaning and root eradication), sewer-line spot repairs by City staff, and the remaining sewer video inspection will occur this fall/winter. Pre-design surveying and soils testing will commence and preparation of construction documents will follow in early 2008, with bid call slated for late spring 2008. Construction should commence in summer 2008 and be completed by the end of the year.

FISCAL IMPACT: The project is funded through the recent sale of Infrastructure Revenue Bonds, which will be paid back with utility user fees. The City sold bonds for water and sewer, in the amount of $2,940,339 and $3,480,121 respectively.

The water funds budgeted will cover water meter installations, the completed work on Jackson and McArthur Reconstruction – Utility Phase, and the Water Well SCADA and Rehabilitations, which will be implemented separately, leaving a balance of approximately $1,650,000. $500,000 of the funds will be used to extend infrastructure to the east end of Grant Avenue for future commercial development, leaving $1,150,000 of the funds for the water project portion of the 2007/08 Water and Sewer Improvements project. All the water projects are shown on the attached map.

The sewer funds budgeted will cover Wastewater Pump Station SCADA and Rehabilitations, and the remaining sewer video inspection work, which are all being implemented separately, leaving a balance of approximately $2,966,000. $500,000 of the funds will be used to extend infrastructure to the east end of Grant Avenue for future commercial development, leaving $2,466,000 of the funds for the sewer project portion of the 2007/08 Water and Sewer Improvements project. All the sewer projects are shown on the attached map.

The revised PBS reflects these funds for the project budget.

Attachment: Project Budget Sheet (08-01)
Map showing proposed Improvements

City of Winters

2007/08 Water and Sewer Improvements

Project Budget Sheet

CIP#: 08-01 **MPFP#(s):**

Last Updated: Oct 2007 **Original Approval:** May 2007

Project Owner: Public Works

Project Manager: Alan Mitchell **Project Resource:** Ponticello Enterprises

Description:

Rehabilitation of existing water and sanitary sewer infrastructure, including spot repairs, pipe replacement, fire hydrants, and other appurtenances, and video inspection (Previously Project No. 06-16).

Authority:

The City is responsible for operation, maintenance, and repair of the water and sanitary sewer infrastructure.

Budget:

Item	Amount	Item	Amount
Project Management	$ 55,000	Other (CCTV)	$ 110,000
Design	$ 255,000	Construction	$ 2,576,000
CM, Testing, Insp.	$ 205,000	Contingency	$ 400,000
		Project Total:	**$ 3,601,000**

Financing Schedule: Project Start: 2007 Project Completion: 2008

Phases: Pre-Design, Design, Bid, and Construction

Fund Code:	615	626					
Name:	Water	Sewer					
FY 06/07:							$ -
FY 07/08:	$ 283,750	$ 616,500					$ 900,250
FY 08/09:	$ 851,250	$ 1,849,500					$ 2,700,750
FY 09/10:							$ -
Fund Totals:	$ 1,135,000	$ 2,466,000	$ -	$ -	$ -	$ -	$ 3,601,000
Ratios:	31.5%	68.5%	0.0%	0.0%	0.0%	0.0%	100.0%

Recommended for Submittal **Alan Mitchell, Assistant City Engineer** **Dec-07**

Recommended for Approval (Dept. Head)

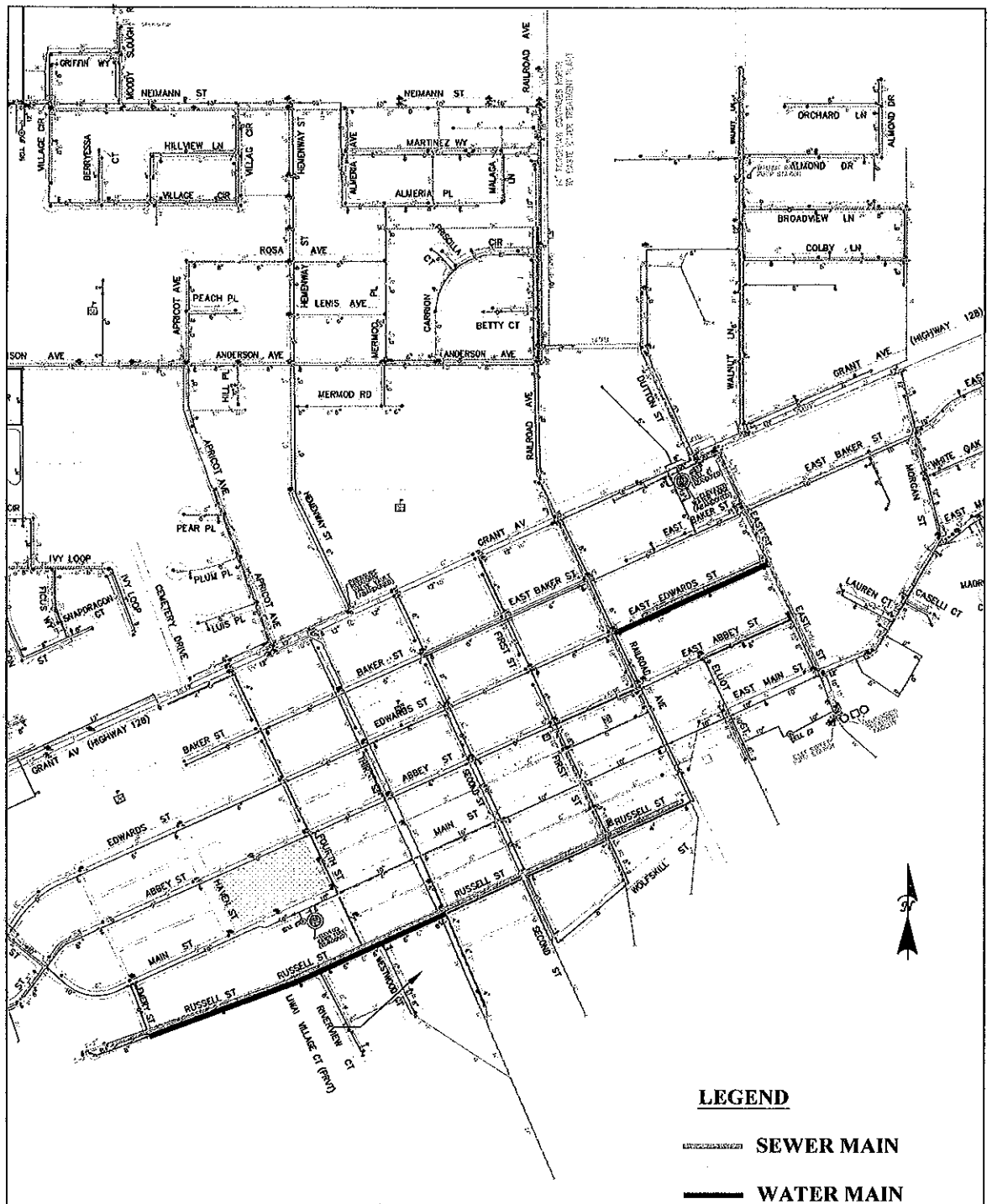
Nicholas Ponticello, City Engineer (date)

Finance Department Approval

Shelly Gunby, Director of Finance (date)

City Manager Approval

John Donlevy, City Manager (date)



PONTICELLO ENTERPRISES
CONSULTING ENGINEERS
1216 Fortina Avenue
Woodland, CA 95776
Phone: (530) 668-5883
Fax : (530) 668-5893

City of Winters
Water & Sewer Main Replacement Plan
Option 3

Scale: 1" = 500' Date: December 11, 2007

JOHN C. WALLACE
ATTORNEY AT LAW
312A RAILROAD AVENUE
WINTERS, CA 95694

CA State Bar #63121
PHONE (530) 795-4171
FAX (530) 795-4171

MEMORANDUM

Date: November 27, 2007

To: Winters City Council

FROM: John C. Wallace
City Attorney

RE: December 18, 2007 Agenda item - Claims Procedure Ordinance

Dear Council Members: Before you is an ordinance to establish the City's own claims procedure for money or damage claims not otherwise covered by the California Government Code. This would cover requests for refunds, or the return of fees received by the City of Winters for projects, taxes, assessments, or other funds. The limitation will benefit the City in annual budgeting, since the unknown liabilities of the City will be limited to the prior 12 month period. Adoption is therefore recommended.

ORDINANCE NO. 2008-04
AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA ADDING CHAPTER 2.68 TO TITLE 2 OF THE WINTERS MUNICIPAL CODE REGARDING CLAIMS AGAINST THE CITY

THE CITY COUNCIL OF THE CITY OF WINTERS DOES ORDAIN AS FOLLOWS:

Section 1. Chapter 2.68 is hereby added to Title 2 of the Winters Municipal Code to read as follows:

Chapter 2.68

CLAIMS AGAINST THE CITY OF WINTERS

"Section 2.68.010 Claims.

(a) Authority

This ordinance is enacted pursuant to Section 935 of the California Government Code.

(b) Claims Required

All claims against the city for money or damages not otherwise governed by the Government Claims Act, California Government Code Sections 900 et seq., or another state law (hereinafter in this ordinance, "claims") shall be presented within the time, and in the manner, prescribed by Part 3 of Division 3.6 of Title 1 of the California Government Code (commencing with Section 900 thereof) for the claims to which that Part applies by its own terms, as those provisions now exist or shall hereafter be amended, and as further provided by this ordinance.

(c) Form of Claim

All claims shall be made in writing and verified by the claimant or by his or her guardian, conservator, executor or administrator. No claim may be filed on behalf of a class of persons unless verified by every member of that class as required by this section. In addition, all claims shall contain the information required by California Government Code Section 910.

(d) Claim Prerequisite to Suit

In accordance with California Government Code Sections 935(b) and 945.6, all claims shall be presented as provided in this section and acted upon by the city prior to the filing of any action on such claims and no such action may be maintained by a person who has not complied with the requirements of subdivision (b) of this section.

(e) Suit

Any action brought against the city upon any claim or demand shall conform to the requirements of Sections 940-949 of the California Government Code. Any action brought against any employee of the city shall conform with the requirements of Section 950-951 of the California Government Code."

Section 2. *Severability.* Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance and, to that end, the provisions hereof are severable.

Section 3. *Effective Date; Transitional Clause.* This Ordinance shall take effect thirty days after adoption as provided by Government Code Section 36937. However, any claim that would have been timely if presented on the day before this Ordinance becomes effective which claim would be untimely under the requirements of the this Ordinance may, notwithstanding this Ordinance, be presented not later than the 45th day after the adoption of this Ordinance.

Section 4. *Certification.* The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

INTRODUCED at a regular meeting on December 18, 2007 and **PASSED, APPROVED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the ____th day of January, 2008, by the following vote:

AYES:
NOES:
ABSENT:

_____
Woody Fridae, MAYOR

ATTEST:

_____
Nanci G. Mills, CITY CLERK

APPROVED AS TO FORM:

_____
John C. Wallace, CITY ATTORNEY

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2007

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

SUBJECT: Fiscal Year 2007-08 Budget Adjustments- Subcommittee

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RECOMMENDATION:

That the City Council:

1. Appoint a two (2) member subcommittee to work with the City Staff on recommendations for budget adjustments for Fiscal Year 2007-08.

BACKGROUND:

With the adoption of the annual fiscal budget, the City Council provides for estimations of both revenues and expenditures. Revenue estimations are essentially economic assumptions based on a number of factors which include the property valuation of the City, estimated commercial activity, State subvention allocations and the economic development of the City.

For the City of Winters, the revenue picture for the Fiscal Year 2007-08 has incurred a number of impacts which require adjustments in the overall budget. These include a two (2) key issues:

- Sales Tax revenues are estimated to drop based on current estimates. The City has lost the allocation of revenues from a top sales tax producer and many current businesses are reporting revenues lower than reported in previous years.
- The anticipation of certain developments to occur during the fiscal year and the anticipated revenues are not expected to occur. The FY 2007-08 Budget includes revenues for permit revenue from the Mary Rose Garden, Anderson Place and Granite Bay Commercial projects which are either withdrawn or indefinitely delayed.

DISCUSSION:

The estimated revenue shortfalls for each of the indicated items will require cost reductions between $250,000 and $500,000 for the current fiscal year. This is significant and will require a comprehensive review of the City's budget in order to determine the appropriate expenditure reductions.

Staff has already begun a process of an interim hiring freeze and controls on expenditures.

It is requested that the City Council appoint a two (2) person subcommittee to meet with Staff to discuss the formulation of recommendations for expenditure reductions. It is estimated that this will include two (2) meetings over the course of the next four (4) weeks.

FISCAL IMPACT:

None by this Action.

The estimated fiscal impact of current revenues reductions is between $250,000 and $500,000.

CITY COUNCIL STAFF REPORT
December 18, 2007

TO: Honorable Mayor and Council Members

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

FROM: Nicholas Ponticello – City Engineer
Dan Sokolow – Community Development Director

SUBJECT: **Continued Public Hearing and consideration of Master Plan for Sports Park Facility and consideration of Master Plan for Linear Park.**

RECOMMENDATION:

A. Staff recommends that the City Council conduct the continued public hearing and approve the Sports Park Master Plan Project Negative Declaration, adopt the Mitigation Monitoring and Reporting Program, and make the following findings pursuant to the California Environmental Quality Act (CEQA).

1. The City Council has considered the proposed Negative Declaration before making a decision on the project.

2. The City of Winters has considered comments received on the Negative Declaration during the public review process.

3. The City Councils finds that the initial study did not identify any significant effects, and finds that there is no substantial evidence, in light of the whole record before the City, that the project would have a significant effect on the environment.

4. The Negative Declaration reflects the independent judgment and analysis of the City of Winters.

5. The Negative Declaration has been prepared in compliance with CEQA and the State CEQA Guidelines, and as amended/revised is determined to be complete and final.

6. The custodian of the documents, and other materials, which constitute the record of proceedings is Dan Sokolow, Community Development Director. The location of these items is in the office of the Community Development Department at City Hall, 318 First Street, Winters, California 95694.

B. Approve a General Rule Exemption 15061(b)(3) under CEQA for the Winters Linear Park Master Plan.

C. Approve the Winters Sports Park Master Plan and Winters Linear Park Master Plan.

BACKGROUND:

The City executed a professional services contract with The HLA Group, for master planning

Sports Park Master Plan
The 30.5 acre sports park will be a highly active facility intended to provide a venue for a variety of organized team sports, including three to four baseball/softball diamonds, turf fields for soccer and football, a multiuse sports barn with lights (including basketball, indoor soccer, and street hockey), and a variety of other accommodations. The site includes a former landfill, which will remain undisturbed and unimproved, per the requirements of the decommissioning report. The sports park facility will attract participants and spectators from Winters and the surrounding area, and is large enough to host tournament sports and competitions, which may be a future revenue source. Installation of sports lighting will allow for extended evening operation.

Amenities shown on the Master Plan include:

- three little league diamonds, (200') with bullpens
- one baseball diamond (375') with bullpens and dugouts
- batting cages (six total)
- two soccer fields/football fields (195' x 330')
- Multi-use covered sports barn with lights (including basketball, indoor soccer, and street hockey courts)
- team warm up areas
- a multi-use building with a multipurpose room, kitchen, restroom, concession and storage area
- large group shaded picnic area (30+)
- young kids play area (for 2-5 yrs.)
- older kids play area (for 6-13 yrs.)
- small group picnic area with overlook
- event courtyard/gathering area
- bridge (maintenance truck rated)
- storage area (ten 20-foot x 12-foot lockers)
- parking lots with +/-215 stalls

- bicycle parking
- park signage and accent planting

Winters Linear Park

The linear park provides approximately 10.9 acres of open space to the proposed Winters Highlands subdivision and the greater community. Located immediately adjacent to the Winters Sports Park across Moody Slough Road, the linear park extends and transitions the active recreational uses of the Sports Park to passive recreation more appropriate to a residential setting. On-street parking, a separated sidewalk with planter strip, trees, and a jogging path surround the linear park. The park is bisected by two residential streets, segmenting the park into three distinct blocks. The westerly segment, closest to the sports park, contains a fenced dog play area, tennis courts, restroom, small group picnic area, and playground. (6-12 years). A promontory hill, community garden, rose garden, and gazebo compose the middle segment. The easterly segment includes orchard-style planting, a small children's play area, covered picnic area, restroom, horseshoe pits, grass volleyball courts, and open lawn areas.

CEQA Clearance: A revised Negative Declaration was re-circulated through the State Clearinghouse on Thursday, October 11, 2007 for a 30-day comment period extending through Friday, November 9, 2007. Special studies on biological and archaeological resources were conducted for the project and the results were incorporated into the Negative Declaration. The City received comment letters from the U.S. Army Corps of Engineers, California Department of Water Resources, Yolo County Health Department (Environmental Health), and State Clearinghouse. Copies of the letters are attached.

1. U.S. Army Corps of Engineers – The letter writer states that project features that result in the discharge of dredged or fill material into waters of the United State will require Department of the Army authorization prior to starting work. A biological assessment was conducted for the proposed project site by Estep Environmental Consulting and the assessment found that the site does not contain any federally protected wetlands as defined in Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.).

2. California Department of Water Resources – The letter writer states that the limited project description suggests that the project may be an encroachment on the State Adopted Plan of Flood Control. The project site is not located in a State Designated Floodway.

3. Yolo County Health Department (Environmental Health) – The letter writer states that all construction activities should be in compliance with California law on postclosure maintenance and land use as the project site is adjacent to the closed and capped Winters Landfill and asks for design and construction details of the fence for the closed Winters Landfill such as the height and whether signs prohibiting entry will be posted on the fence. The February 2001 Final Closure/Postclosure Maintenance Plan references a non-climbable (opening size

1.75" or less) chain link type fence to limit access to the landfill. While final details of the fence have not been determined, these type of fences typically have a minimum height of 6-feet and often are posted with "no trespassing" signs. The letter write also states that the Final Closure/Postclosure Maintenance Plan needs to be updated to reflect construction of the Sports Park Facility and any resulting changes in landfill post-closure maintenance and monitoring. The Negative Declaration acknowledges that the Final Closure/Postclosure Maintenance Plan will need to be updated. Finally, the letter writer notes the need to ensure that drainage flows from the Sports Park Facility do not compromise the final cap of the landfill and specifically cities potential ponding in the northeast corner of the project site as an area of concern.

4. State Clearinghouse – The letter writer states that no state agencies submitted comments by the end of the Negative Declaration circulation period and the City has complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

The Winters Linear Park Master Plan is a separate project and the CEQA analysis for development of the Winters Linear Park project site was completed as part of the focused Environmental Impact Report (EIR) for the Winters Highlands Subdivision project. The proposed improvements for the Winters Linear Park have been reviewed in accordance with the California Environmental Quality Act (CEQA) and are considered exempt under General Rule exemption 15061(b)(3). Under Section 15061(b)(3) of the CEQA Guidelines, the activity is covered by the general rule that CEQA applies only to projects, which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

PROJECT NOTIFICATION: Public notice advertising for the public hearing on this project was prepared by the Community Development Department in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. Four methods of public notice were used: a legal notice was published in the Winters Express on Thursday, October 11, 2007, notices were mailed to all property owners who own real property within three hundred feet of the project boundaries at least ten days prior to tonight's hearing, a notice was posted on the City Hall public notice/agenda board on October 11, 2007, and copies of the notice and Initial Study/Proposed Mitigated Negative Declaration were posted to the City's website on approximately October 17, 2007. In addition, notices were mailed to groups and organizations. Copies of the staff report and all attachments for the proposed project have been on file and available for public review at City Hall since December 11, 2007.

FISCAL IMPACT: The City will incur an expense of $1850.00 in order to file the Notice of Determination for the Sports Park Facility Master Plan with the Yolo County Clerk-Recorder's office.

ATTACHMENTS:

Proposed Negative Declaration (Provided earlier under separate cover)
Mitigation Monitoring and Reporting Program (Provided earlier under separate cover)
Negative Declaration Comment Letters
Preliminary Masters Plans for Sports and Linear Parks (Site Plans)

Parks/Sports Park Stf Rpt & CEQA for 18Dec07 CC Mtg 10Dec07

DEPARTMENT OF THE ARMY
U.S. ARMY ENGINEER DISTRICT, SACRAMENTO
CORPS OF ENGINEERS
1325 J STREET
SACRAMENTO CA 95814-2922

REPLY TO
ATTENTION OF

RECEIVED
OCT 30 2007
CITY OF WINTERS

October 19, 2007

Regulatory Branch (200701928)

William D. Roach
City of Winters
Community Development & Building Dept.
318 First Street
Winters California 95694-1923

Dear Mr. Roach:

We are responding to your October 11th 2007 request for comments on the Winters Sports Park project. This project is located at Latitude 38° 31' 59.3", Longitude 121° 59' 18.3", near Winters, in Yolo County, California. Your identification number is APN 030-210-07.

The Corps of Engineers' jurisdiction within the study area is under the authority of Section 404 of the Clean Water Act for the discharge of dredged or fill material into waters of the United States. Waters of the United States include, but are not limited to, rivers, perennial or intermittent streams, lakes, ponds, wetlands, vernal pools, marshes, wet meadows, and seeps. Project features that result in the discharge of dredged or fill material into waters of the United States will require Department of the Army authorization prior to starting work.

To ascertain the extent of waters on the project site, the applicant should prepare a wetland delineation, in accordance with the "Minimum Standards for Acceptance of Preliminary Wetland Delineations", under "Jurisdiction" on our website at the address below, and submit it to this office for verification. A list of consultants that prepare wetland delineations and permit application documents is also available on our website at the same location.

The range of alternatives considered for this project should include alternatives that avoid impacts to wetlands or other waters of the United States. Every effort should be made to avoid project features which require the discharge of dredged or fill material into waters of the United States. In the event it can be clearly demonstrated there are no practicable alternatives to filling waters of the United States, mitigation plans should be developed to compensate for the unavoidable losses resulting from project implementation.

Please refer to identification number 200701928 in any correspondence concerning this project. If you have any questions, please contact Marc Fugler at our Sacramento Delta Office, 1325 J Street, Room 1480, email mark.a.fugler@usace.army.mil, or telephone 916-557-5255. You may also use our website: *www.spk.usace.army.mil/regulatory.html.*

Sincerely,

RECEIVED

OCT 30 2007

CITY OF WINTERS

Kathleen Dadey
Chief, California South and Nevada Section

STATE OF CALIFORNIA -- THE RESOURCES AGENCY

ARNOLD SCHWARZENEGGER, *Governor*

DEPARTMENT OF WATER RESOURCES
1416 NINTH STREET, P.O. BOX 942836
SACRAMENTO, CA 942360001
(916) 653-5791

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CITY OF WINTERS

October 19, 2007

Dan Sokolow
City of Winters
318 First Street
Winters, California 95694

Winters Sports Park
State Clearinghouse (SCH) Number: 2007062034

The project corresponding to the subject SCH identification number has come to our attention. The limited project description suggests your project may be an encroachment on the State Adopted Plan of Flood Control. You may refer to the California Code of Regulations, Title 23 and Designated Floodway maps at http://recbd.ca.gov/. Please be advised that your county office also has copies of the Board's designated floodways for your review. If indeed your project encroaches on an adopted food control plan, you will need to obtain an encroachment permit from the Reclamation Board prior to initiating any activities. The attached Fact Sheet explains the permitting process. Please note that the permitting process may take as much as 45 to 60 days to process. Also note that a condition of the permit requires the securing all of the appropriate additional permits before initiating work. This information is provided so that you may plan accordingly.

If after careful evaluation, it is your assessment that your project is not within the authority of the Reclamation Board, you may disregard this notice. For further information, please contact me at (916) 574-1249.

Sincerely,

Christopher Huitt
Staff Environmental Scientist
Floodway Protection Section

Enclosure

cc: Governor's Office of Planning and Research
State Clearinghouse
1400 Tenth Street, Room 121
Sacramento, CA 95814

Encroachment Permits Fact Sheet

Basis for Authority
State law (Water Code Sections 8534, 8608, 8609, and 8710 – 8723) tasks the Reclamation Board with enforcing appropriate standards for the construction, maintenance, and protection of adopted flood control plans. Regulations implementing these directives are found in California Code of Regulations (CCR) Title 23, Division 1.

Area of Reclamation Board Jurisdiction
The adopted plan of flood control under the jurisdiction and authority of the Reclamation Board includes the Sacramento and San Joaquin Rivers and their tributaries and distributaries and the designated floodways.

Streams regulated by the Reclamation Board can be found in Title 23 Section 112. Information on designated floodways can be found on the Reclamation Board's website at http://recbd.ca.gov/designated_floodway/ and CCR Title 23 Sections 101 - 107.

Regulatory Process
The Reclamation Board ensures the integrity of the flood control system through a permit process (Water Code Section 8710). A permit must be obtained prior to initiating any activity, including excavation and construction, removal or planting of landscaping within floodways, levees, and 10 feet landward of the landside levee toes. Additionally, activities located outside of the adopted plan of flood control but which may foreseeable interfere with the functioning or operation of the plan of flood control is also subject to a permit of the Reclamation Board.

Details regarding the permitting process and the regulations can be found on the Reclamation Board's website at http://recbd.ca.gov/ under "Frequently Asked Questions" and "Regulations," respectively. The application form and the accompanying environmental questionnaire can be found on the Reclamation Board's website at http://recbd.ca.gov/forms.cfm.

Application Review Process
Applications when deemed complete will undergo technical and environmental review by Reclamation Board and/or Department of Water Resources staff.

Technical Review
A technical review is conducted of the application to ensure consistency with the regulatory standards designed to ensure the function and structural integrity of the adopted plan of flood control for the protection of public welfare and safety. Standards and permitted uses of designated floodways are found in CCR Title 23 Sections 107 and Article 8 (Sections 111 to 137). The permit contains 12 standard conditions and additional special conditions may be placed on the permit as the situation warrants. Special conditions, for example, may include mitigation for the hydraulic impacts of the project by reducing or eliminating the additional flood risk to third parties that may caused by the project.

Additional information may be requested in support of the technical review of

your application pursuant to CCR Title 23 Section 8(b)(4). This information may include but not limited to geotechnical exploration, soil testing, hydraulic or sediment transport studies, and other analyses may be required at any time prior to a determination on the application.

Environmental Review

A determination on an encroachment application is a discretionary action by the Reclamation Board and its staff and subject to the provisions of the California Environmental Quality Act (CEQA) (Public Resources Code 21000 et seq.). Additional environmental considerations are placed on the issuance of the encroachment permit by Water Code Section 8608 and the corresponding implementing regulations (California Code of Regulations – CCR Title 23 Sections 10 and 16).

In most cases, the Reclamation Board will be assuming the role of a "responsible agency" within the meaning of CEQA. In these situations, the application must include a certified CEQA document by the "lead agency" [CCR Title 23 Section 8(b)(2)]. We emphasize that such a document must include within its project description and environmental assessment of the activities for which are being considered under the permit.

Encroachment applications will also undergo a review by an interagency Environmental Review Committee (ERC) pursuant to CCR Title 23 Section 10. Review of your application will be facilitated by providing as much additional environmental information as pertinent and available to the applicant at the time of submission of the encroachment application.

These additional documentations may include the following documentation:

- California Department of Fish and Game Streambed Alteration Notification (http://www.dfg.ca.gov/1600/),
- Clean Water Act Section 404 applications, and Rivers and Harbors Section 10 application (US Army Corp of Engineers),
- Clean Water Act Section 401 Water Quality Certification, and
- corresponding determinations by the respective regulatory agencies to the aforementioned applications, including Biological Opinions, if available at the time of submission of your application.

The submission of this information, if pertinent to your application, will expedite review and prevent overlapping requirements. This information should be made available as a supplement to your application as it becomes available. Transmittal information should reference the application number provided by the Reclamation Board.

In some limited situations, such as for minor projects, there may be no other agency with approval authority over the project, other than the encroachment permit by Reclamation Board. In these limited instances, the Reclamation Board

may choose to serve as the "lead agency" within the meaning of CEQA and in most cases the projects are of such a nature that a categorical or statutory exemption will apply. The Reclamation Board cannot invest staff resources to prepare complex environmental documentation.

Additional information may be requested in support of the environmental review of your application pursuant to CCR Title 23 Section 8(b)(4). This information may include biological surveys or other environmental surveys and may be required at anytime prior to a determination on the application.

County of Yolo

HEALTH DEPARTMENT

Bette G. Hinton, M.D., M.P.H.
Director – Health Officer

Environmental Health
137 N. Cottonwood Street, Suite 2400, Woodland, CA 95695
PHONE - (530) 666-8646 FAX - (530) 669-1448

November 8, 2007

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CITY OF WINTERS

Mr. Dan Sokolow
City of Winters
Community Development Department
318 First Street
Winters, CA 95694

Subject: Comments on Revised Mitigated Negative Declaration for Winters Sports Park, Winters, CA.

Dear Mr. Sokolow:

Yolo County Environmental Health has reviewed the October 2007 report *Recirculated Draft Initial Study/ Mitigated Negative Declaration, Winters Sports Park*, prepared by EDAW on behalf of the City of Winters. The project proposes the construction and operation of a sports park on approximately 22 acres of the 30-acre project site (the remainder of the site is the closed City of Winters Landfill, SWIS # 57-AA-0021, and will not be disturbed). The proposed sports park will include three to four baseball/ softball diamonds, turf fields for soccer and football, a multiuse sports barn with lights (including basketball, indoor soccer, and street hockey), and other amenities.

Our comments on the report are as follows:

1. All project-related construction and activities should be in compliance with the requirements of Title 27 California Code of Regulations (CCR), Section 21180 – Postclosure Maintenance, and Section 21190 – Postclosure Land Use. Please pay special attention to Title 27 CCR Section 21190(g) regarding the requirements for on-site construction within 1,000 feet of the boundary of the disposal area.
2. The Site Plan indicates that there will be a perimeter fence around the landfill, but does not provide any details as to its design and construction. What will be the height of the fence, and will there be any signs prohibiting public entry?
3. Please make sure the February 2001 Final Closure/ Postclosure Maintenance Plan is updated and modified, as necessary, to reflect construction of the sports park and any resulting changes in landfill post-closure maintenance and monitoring. Please submit copies of any proposed modifications to the closure plan to Ms. Dawn Owen with the Closed, Illegal and Abandoned Sites Unit of the California Integrated Waste Management Board, *and* to Yolo County Environmental Health.

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CITY OF WINTERS

4. According to the plan, the proposed drainage patterns generally follow the existing pattern, and the off-site flow will be kept separate from the on-site flows. The existing culvert will be connected to a new storm drain pipe and will be routed through the site separate from any new flows and will discharge into the northeastern corner of the property. The proposed parking areas and park area south of the soccer fields will be routed to proposed detention/ storm water quality ponds. Also, part of the site design will involve the creation of seasonal wetlands designed to mitigate the impacts from the Callahan and Hudson-Ogando subdivisions. According to the plan, the design of on-site wetlands will be according to relevant permit conditions and the City's Habitat Mitigation Program.

   Please make sure that drainage flows from the proposed project do not compromise the final cap of the old landfill. The City of Winters should ensure that potential ponding in the northeast corner of the site does not cause erosion of the landfill cover and exposure of the waste. In addition, any excavation for the subsurface drainage pipeline should not disturb the existing landfill.

In the mean time, if you have any questions, please don't hesitate to call me at (530) 666-8646.

Sincerely,

Moushumi M. Hasan

Moushumi Hasan
Hazardous Materials Specialist III
Solid Waste/ Local Enforcement Agency Staff

CC: Ms. Dawn Owen, California Integrated Waste Management Board, Sacramento, CA.
Mr. Bill Brattain, Central Valley Regional Water Quality Control Board, Rancho Cordova, CA.

STATE OF CALIFORNIA

GOVERNOR'S OFFICE *of* PLANNING AND RESEARCH

STATE CLEARINGHOUSE AND PLANNING UNIT

ARNOLD SCHWARZENEGGER
GOVERNOR

CYNTHIA BRYANT
DIRECTOR

November 9, 2007

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NOV 13 2007

CITY OF WINTERS

Dan Sokolow
City of Winters
318 First Street
Winters, CA 95694

Subject: Winters Sports Park
SCH#: 2007062034

Dear Dan Sokolow:

The State Clearinghouse submitted the above named Mitigated Negative Declaration to selected state agencies for review. The review period closed on November 8, 2007, and no state agencies submitted comments by that date. This letter acknowledges that you have complied with the State Clearinghouse review requirements for draft environmental documents, pursuant to the California Environmental Quality Act.

Please call the State Clearinghouse at (916) 445-0613 if you have any questions regarding the environmental review process. If you have a question about the above-named project, please refer to the ten-digit State Clearinghouse number when contacting this office.

Sincerely,

Terry Roberts

Terry Roberts
Director, State Clearinghouse

1400 10th Street P.O. Box 3044 Sacramento, California 95812-3044
(916) 445-0613 FAX (916) 323-3018 www.opr.ca.gov

Document Details Report
State Clearinghouse Data Bas

SCH# 2007062034
Project Title Winters Sports Park
Lead Agency Winters, City of

Type MN Mitigated Negative Declaration

Description D

The City of Winters proposes the construction and operation of a sports park on approximately 22 acres of the 30-acre project site. The sports park will be a highly active facility intended to provide a venue for a variety of organized team sports. A preliminary site plan has been prepared, which includes three to four baseball/softball diamonds, turf fields for soccer and football, and a multi-use sports barn with lights (including basketball, indoor soccer, and street hockey), and a variety of other accommodations. Installation of sports lighting will allow for extended evening operation.

Lead Agency Contact

Name Dan Sokolow
Agency City of Winters
Phone (530) 795-4910 **Fax**
email
Address 318 First Street
City Winters **State** CA **Zip** 95694

Project Location

County Yolo
City Winters
Region
Cross Streets Moody Slough Road and County Road 88
Parcel No. 030-210-07
Township **Range** **Section** **Base**

Proximity to:

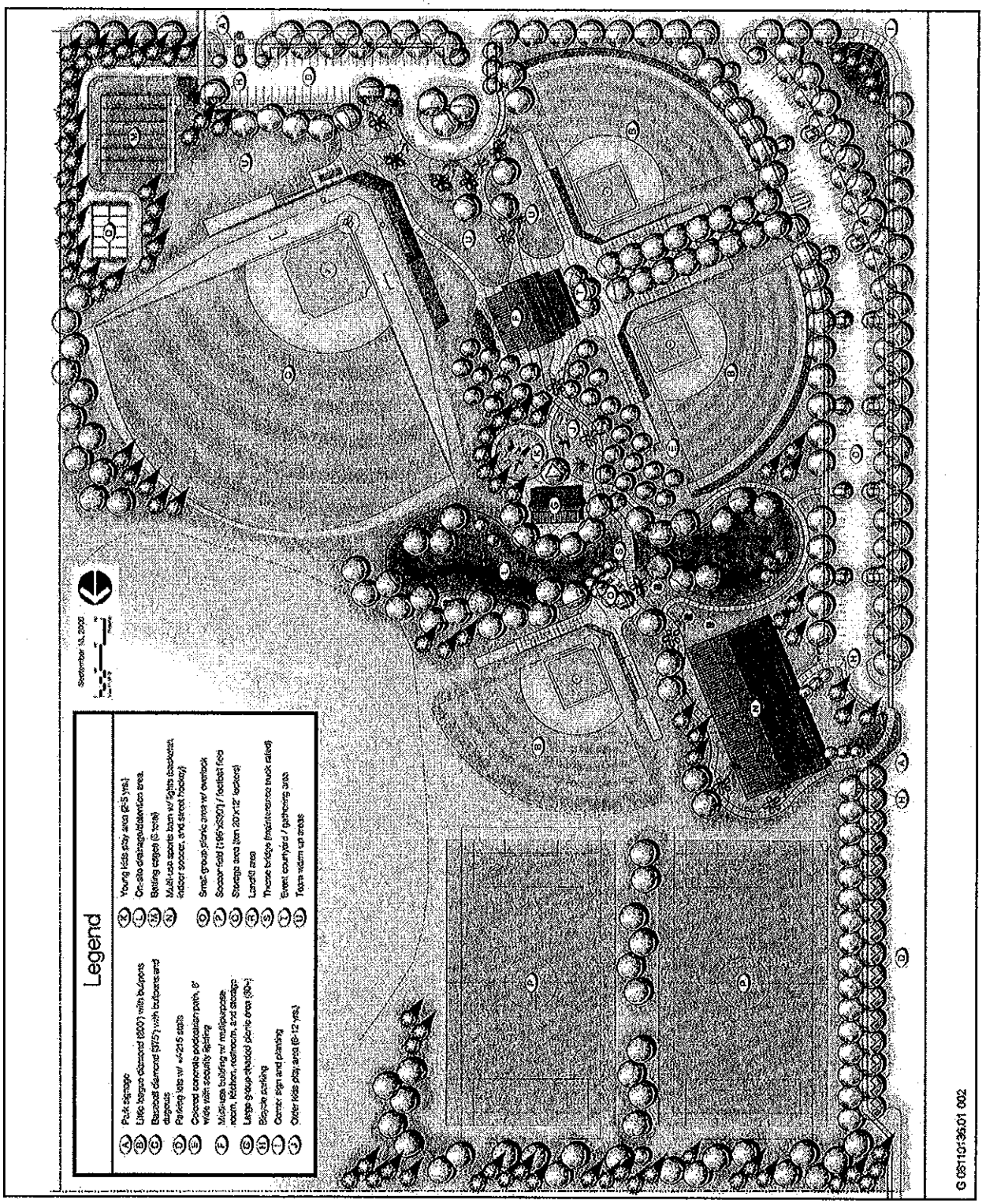
Highways 128, I-505
Airports
Railways
Waterways Putah Creek
Schools Shirley Rominger Interm, Winters Middle School
Land Use Public/Quasi-Public

Project Issues Aesthetic/Visual; Agricultural Land; Air Quality; Archaeologic-Historic; Biological Resources; Drainage/Absorption; Flood Plain/Flooding; Forest Land/Fire Hazard; Geologic/Seismic; Minerals; Noise; Population/Housing Balance; Public Services; Recreation/Parks; Schools/Universities; Sewer Capacity; Soil Erosion/Compaction/Grading; Solid Waste; Toxic/Hazardous; Traffic/Circulation; Vegetation; Water Quality; Water Supply; Wetland/Riparian; Landuse

Reviewing Agencies Resources Agency; Department of Fish and Game, Region 2; Office of Historic Preservation; Department of Parks and Recreation; Department of Water Resources; California Highway Patrol; Caltrans, District 3; Integrated Waste Management Board; State Water Resources Control Board, Division of Water Rights; Regional Water Quality Control Bd., Region 5 (Sacramento); Department of Toxic Substances Control; Native American Heritage Commission; State Lands Commission

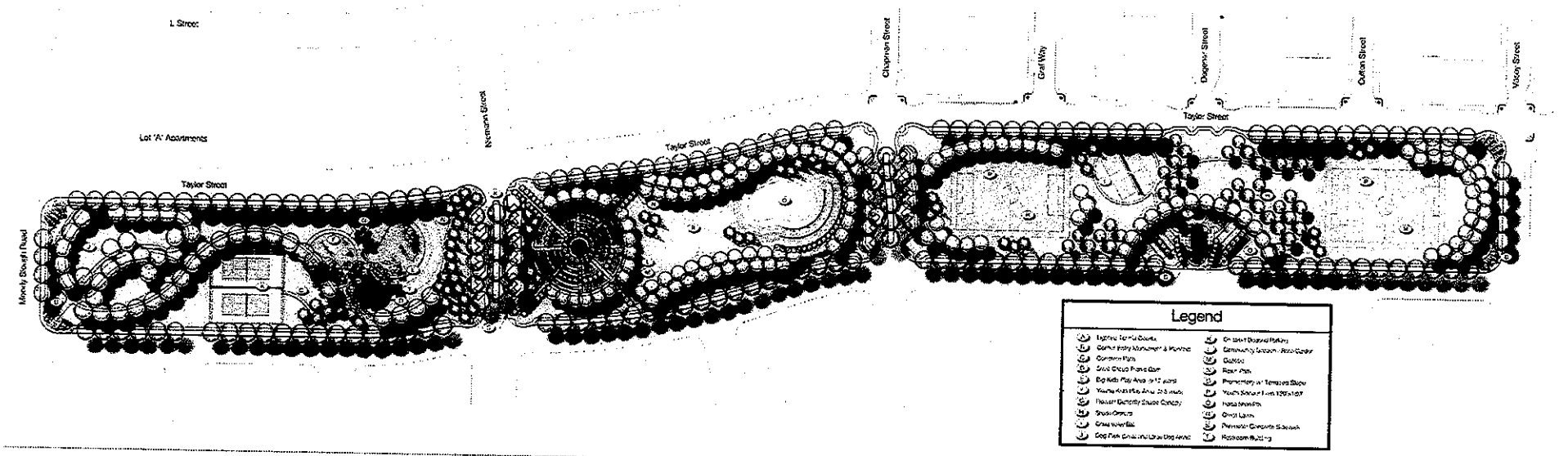
Date Received 10/10/2007 **Start of Review** 10/10/2007 **End of Review** 11/08/2007

Note: Blanks in data fields result from insufficient information provided by lead agency.



Source: HLA Group 2006

Proposed Site Plan **Exhibit 2**



Winters Linear Park
Preliminary Master Plan
Winters, California

CITY OF WINTERS CALIFORNIA

CITY COUNCIL STAFF REPORT
December 18, 2007

TO: Honorable Mayor and Councilmembers

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

FROM: Dan Sokolow – Community Development Director

SUBJECT: Presentation of Building, Planning, and Public Works/Engineering Fees Project.

RECOMMENDATION: Staff recommends that the City Council receive the staff report and provide staff with input on the proposed Building, Planning, and Public Works/Engineering Fees Project.

BACKGROUND: In 2005, City staff worked with a consultant, Maximus, to analyze the existing building, planning, and public works/engineering fee schedules and determine instances where the City was not achieving full cost recovery. This process involved extensive meetings between the consultant and City staff. The attached spreadsheets provide the consultant's recommend fee results for the building, planning, and public works/engineering fees and form the basis of the consultant's report. In most instances, the spreadsheets include information on the current fee and the recommended fee in order to obtain full cost recovery. For the building fees, a hybrid schedule is proposed. New construction such as new residential and commercial units will charged fees based on the construction valuation of the project while items such as re-roofs, residential remodels, swimming pools, and others will be charged flat fees not based on construction valuation with the exception of the strong motion fee. (The strong motion fee is applicable to all projects and is calculated at 1/1000% of project valuation for residential construction and 21/10,000% for non-residential construction. The fees collected for strong motion are remitted to the State.)

While the City strives to achieve full cost recovery for its services, there are some instances in which exceptions to full cost recovery may be justified. For the building, planning, and public works/engineering fees, staff will recommend that some of the fees be established at less than the full cost recovery. Under the Maximus report in the Building fees area, the full cost recovery for a water heater permit is $198.05. Staff plans to recommend a fee of $95.00. Charging a water heater permit fee based on full cost recovery creates a potential that the fee may discourage individuals from obtaining a building permit for this activity. Staff will also recommend a building permit fee for a solar photovoltaic system that is less than the full cost recovery fee in order to encourage residents and others to install solar photovoltaic systems. In recent years,

the City has used development agreements to require residential projects to install solar photovoltaic systems on a percentage of the market rate homes. In the Planning fees area, staff will recommend an appeal fee of $250.00 rather than the full cost recovery fee of $3,331.00. For Public Works/Engineering fees, staff will recommend no fee for a City utility bill late payment door hanger rather than the full cost recovery fee of $19.00. There are other fees for Building, Planning, and Public Works/Engineering in which staff recommend fees less than the full cost recovery contained in the Maximus report. Staff will discuss this with the City Council at tonight's meeting.

Staff will prepare a resolution for adoption of a new fee schedule for Building, Planning, and Public Works/Engineering fees. Concurrently, staff will also prepare an ordinance to remove any of the Building, Planning, and Public Works/Engineering fees from the Winters Municipal Code. The first reading of the ordinance will be scheduled for the January 15, 2008 City Council meeting. Adoption of the ordinance and fee resolution will be scheduled for the February 5, 2008 City Council meeting.

FISCAL IMPACT: The staff recommended actions will not result in a fiscal impact.

ATTACHMENT
Maximus Recommended Fee Results for Building, Planning, and Public Works/Engineering Fees

Z+B+E/Fees Project Introduction CC Stf Rpt 18Dec07

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MISCELLANEOUS ITEMS

Community Development Department

Work Item	Unit	Annual Volume (# of Units)	Average Current Fee	MAXIMUS Calculated Fee at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
NEW CONSTRUCTION ITEMS				$0			$ -	$ -	$ -
Building Permit (Inspection) - ANNUAL	ANNUAL	1	12,326.76	$32,945			$ 12,327	$ 32,945	$ -
Building Plan Check - ANNUAL	ANNUAL	1	7,830.17	$16,042			$ 7,830	$ 16,042	$ -
Energy - ANNUAL	ANNUAL	1	418.82	$1,452			$ 419	$ 1,452	$ -
Mechanical - New Buildings - P/C & Insp	ANNUAL	1	1,305.92	$4,889			$ 1,306	$ 4,889	$ -
Plumbing - New Buidlings	ANNUAL	1	2,600.79	$7,345			$ 2,601	$ 7,345	$ -
Electrical - New Buildings	ANNUAL	1	2,133.82	$5,754			$ 2,134	$ 5,754	$ -
MISCELLANEOUS ITEMS									
Antenna / Cellular Tower				$0			$ -	$ -	$ -
Equipment Shelter	each			$462			$ -	$ -	$ -
Free-standing	each			$594			$ -	$ -	$ -
Antenna Attachment	each			$330			$ -	$ -	$ -
Awning/Canopy (supported by building)	each			$297			$ -	$ -	$ -
Balcony addition < 500 sq ft	each			$363			$ -	$ -	$ -
Balcony addition over 501 sq ft	each			$462			$ -	$ -	$ -
Carport	each			$594			$ -	$ -	$ -
Certificate of Occupancy	each			$132			$ -	$ -	$ -
Commercial Alteration / T.I (Existing Square Footage)	up to 2000 s.f.	12	1,165.00	$2,007			$ 13,980	$ 24,082	$ -
Commercial Alteration / T.I (Existing Square Footage)	each add'l 500 s.f.			$726			$ -	$ -	$ -
Close Existing Opening	each	1	24.00	$462			$ 24	$ 462	$ -
Covered Porch < 300 sq ft	each	1	137.00	$495			$ 137	$ 495	$ -
Covered Porch > 300 sq ft (each add'l 100 sq ft)	each			$33			$ -	$ -	$ -
				$0			$ -	$ -	$ -
Deck < 300 sq ft	each	2	143.00	$429			$ 286	$ 858	$ -
Deck > 300 sq ft (each add'l 100 sq ft)	each			$33			$ -	$ -	$ -
				$0			$ -	$ -	$ -
Demolition	each	6	43.00	$231			$ 258	$ 1,386	$ -
				$0			$ -	$ -	$ -
Fence or Freestanding Wall (non-masonry)				$0			$ -	$ -	$ -
> 6 feet in height	each	3	134.00	$330			$ 402	$ 990	$ -
Fence or Freestanding Wall (masonry)	each	3	149.00	$528			$ 447	$ 1,584	$ -
Fireplace				$0			$ -	$ -	$ -
Masonry	each			$462			$ -	$ -	$ -
Pre-Fabricated / Metal / Pellet	each	2	45.00	$330			$ 90	$ 660	$ -

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MISCELLANEOUS ITEMS

Community Development Department

Work Item	Unit	Annual Volume (# of Units)	Average Current Fee	MAXIMUS Calculated Fee at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
Foundation Only (new)	first 1500 s.f.	3	217.00	$297			$ 651	$ 891	$ -
Foundation Only (new - each add'l 500 s.f.)	each add'l 500 s.f.			$99			$ -	$ -	$ -
				$0			$ -	$ -	$ -
				$0			$ -	$ -	$ -
Lighting Pole First Pole	each			$330			$ -	$ -	$ -
each add'l pole	each			$33			$ -	$ -	$ -
Mobile Home, single wide	each			$132			$ -	$ -	$ -
Mobile Home, double wide	each			$132			$ -	$ -	$ -
Patio Cover				$0			$ -	$ -	$ -
Wood frame	up to 300 s.f.	10	210.00	$462			$ 2,100	$ 4,621	$ -
Metal frame	up to 300 s.f.	1	170.00	$363			$ 170	$ 363	$ -
Additional patio	each 100 s.f.			$33			$ -	$ -	$ -
Photovoltaic System	each	4	373.00	$726			$ 1,492	$ 2,905	$ -
Retaining Wall (concrete or masonry)				$0			$ -	$ -	$ -
Standard (up to 50 lf)	up to 50 l.f.			$594			$ -	$ -	$ -
Each Additional 50 lf or portion thereof	each 50 l.f.			$132			$ -	$ -	$ -
Relocation of Existing Building	each	1	32.00	$132			$ 32	$ 132	$ -
Remodel - Residential (Existing square footage)				$0			$ -	$ -	$ -
Other than kitchen or bath	up to 300 s.f.	15	509.00	$858			$ 7,635	$ 12,873	$ -
Additional remodel	each 300 s.f.			$132			$ -	$ -	$ -
Kitchen	up to 120 s.f.			$1,056			$ -	$ -	$ -
Kitchen	>120 s.f			$1,188			$ -	$ -	$ -
Bath	up to 75 s.f.			$759			$ -	$ -	$ -
Bath	> 75 s.f.	4	448.00	$891			$ 1,792	$ 3,565	$ -
Re-roof	< 1500 s.f.	50	77.00	$297			$ 3,850	$ 14,853	$ -
Re-Roof	1500 s.f +			$363			$ -	$ -	$ -
Re-roof w/ Sheathing	< 1500 s.f.	6	147.00	$429			$ 882	$ 2,575	$ -
Re-roof with Sheathing	1500 s.f +			$495			$ -	$ -	$ -
Roof Structure Replacement	< 1500 s.f.	1	502.00	$792			$ 502	$ 792	$ -
Roof structure replacement	1500 s.f +			$924			$ -	$ -	$ -
Siding				$0			$ -	$ -	$ -
Stone and Brick Veneer (interior or exterior)	up to 400 s.f.			$363			$ -	$ -	$ -
Additional Stone/Brick Veneer	each 100 s.f.			$46			$ -	$ -	$ -
Stucco Siding	up to 1000 s.f.	2	55.00	$462			$ 110	$ 924	$ -
Additional stucco	each 500 sf			$66			$ -	$ -	$ -
All Other	up to 1000 s.f.			$231			$ -	$ -	$ -

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MISCELLANEOUS ITEMS

Community Development Department

Work Item	Unit	Annual Volume (# of Units)	Average Current Fee	MAXIMUS Calculated Fee at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
Additional siding	each 500 s.f.			$33			$ -	$ -	$ -
Signs				$0			$ -	$ -	$ -
Signs	up to 50 s.f.	2	74.00	$330			$ 148	$ 660	$ -
Signs	> 50 s.f.			$462			$ -	$ -	$ -
Skylight				$0			$ -	$ -	$ -
Less than 10 sf	each	1	79.00	$396			$ 79	$ 396	$ -
Greater than 10 sf or structural	each			$462			$ -	$ -	$ -
Spa or Hot Tub (Pre-fabricated)	each			$462			$ -	$ -	$ -
Stairs - First Flight	first flight			$528			$ -	$ -	$ -
Each additional flight	per flight			$132			$ -	$ -	$ -
Storage Racks				$0			$ -	$ -	$ -
0-8' high (up to 100 lf)	first 100 lf			$462			$ -	$ -	$ -
each additional 100 lf	each 100 lf			$99			$ -	$ -	$ -
over 8' high (up to 100 lf)	first 100 lf			$594			$ -	$ -	$ -
each additional 100 lf	each 100 lf			$132			$ -	$ -	$ -
Swimming Pool / Spa				$0			$ -	$ -	$ -
Single Family Dwelling Pool	each	18	1,027.00	$1,056			$ 18,486	$ 19,012	$ -
Commercial Pool	each			$1,980			$ -	$ -	$ -
Window or Sliding Glass Door (per project)				$0			$ -	$ -	$ -
New Window (non structural)	each	3	61.00	$264			$ 183	$ 792	$ -
New Window (structural shear wall/masonry)	each			$363			$ -	$ -	$ -
Minor Permit Not Otherwise Specified (minimum)	each	6	49.00	$363			$ 294	$ 2,178	$ -
Fire Suppression Handling Fee	each			$66			$ -	$ -	$ -
Product Review	per hour			$132			$ -	$ -	$ -
Disabled Access Compliance Inspection	per hour			$132			$ -	$ -	$ -
Supplemental Plan Check Fee (per hour or portion there of)	per hour			$165			$ -	$ -	$ -
Each Additional hour (or portion thereof)	per hour			$132			$ -	$ -	$ -
Supplemental Inspection Fee (first hour or portion thereof)	per hour			$165			$ -	$ -	$ -
Each Additional (per hour or portion thereof)	per hour			$132			$ -	$ -	$ -
Emergency Call-Out (Non-Scheduled)	4 Hours			$528			$ -	$ -	$ -
After Hours Call-Out (Scheduled)	2 Hours			$264			$ -	$ -	$ -
				$0			$ -	$ -	
NON-FEE RELATED ITEMS									
RDA Allocation - 2.5% according to FY 03/04 CAP	annual	1	-	$3,195			$ -	$ 3,195	$ -
Revenue Adjustment							$ -	$ (3,195)	$ -

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MISCELLANEOUS ITEMS

Community Development Department

Work Item	Unit	Annual Volume (# of Units)	Average Current Fee	MAXIMUS Calculated Fee at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
							Total Revenues:		
Hours Consumed:							**$ 80,646**	**$ 166,479**	**$ -**

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MECHANICAL, PLUMBING, AND ELECTRICAL PERMIT FEES

Community Development Department

	Fee Types	Annual Volume (#of Units)	Average Current Fee (Per Unit)	MAXIMUS Calculated Fee (Per Unit) at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
	ADMINISTRATIVE AND MISC. FEES								
	Permit Issuance (Incl travel for 2 insp and documentation and issuance)	68	$ 30.00	$ 165.04	$ -	0%	$ 2,040	$ 11,223	$ -
	MECHANICAL PERMIT FEES								
	Stand Alone Mechanical Plan Check (hourly rate)			$ 132.03	$ -	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	UNIT FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
1	A/C Residential - each	26	$ 15.00	$ 99.02	$ -	0%	$ 390	$ 2,575	$ -
	A/C Commercial - each	6	$ 30.00	$ 132.03	$ -	0%	$ 180	$ 792	$ -
	Furnaces (FAU, floor, etc) / Heat Pump	4	$ 15.00	$ 99.02	$ -	0%	$ 60	$ 396	$ -
4	Heater (Wall, Unit, Radiant)			$ 66.02	$ -	0%	$ -	$ -	$ -
5	Appliance Vent / Chimney (only)			$ 66.02	$ -	0%	$ -	$ -	$ -
6	Refridgeration Compressor			$ 66.02	$ -	0%	$ -	$ -	$ -
	Boiler / Chiller			$ 99.02	$ -	0%	$ -	$ -	$ -
	Heat Pump (Package Unit)			$ 99.02	$ -	0%	$ -	$ -	$ -
	Air Handler			$ 99.02	$ -	0%	$ -	$ -	$ -
	Duct Work Only			$ 66.02	$ -	0%	$ -	$ -	$ -
	Make-Up Air System			$ 66.02	$ -	0%	$ -	$ -	$ -
	Moisture Exhaust Duct (Clothes Dryer) / Vent Fan (Single Duct) - each	2	$ 10.00	$ 33.01	$ -	0%	$ 20	$ 66	$ -
8	Exhaust Hood and Duct - Residential - each	1	$ 15.00	$ 33.01	$ -	0%	$ 15	$ 33	$ -
	Exhaust Hood and Duct - Comm Type I			$ 66.02	$ -	0%	$ -	$ -	$ -
	Exhaust Hood and Duct - Comm Type II			$ 66.02	$ -	0%	$ -	$ -	$ -
	Refridgerator Consenser Remote			$ 66.02	$ -	0%	$ -	$ -	$ -
	Walk-in Box / Refridgerator Coil			$ 66.02	$ -	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	OTHER FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
	Other Mechanical Inspections (per hour)			$ 132.03	$ -	0%	$ -	$ -	$ -
							$ -	$ -	$ -

City of Winters - Building Fee Analysis

CITY RECOMMENDED FEE LEVELS FOR MECHANICAL, PLUMBING, AND ELECTRICAL PERMIT FEES

Community Development Department

	Fee Types	Annual Volume (#of Units)	Average Current Fee (Per Unit)	MAXIMUS Calculated Fee (Per Unit) at 100% Full Cost Recovery	City Recommended Fee Level	% Cost Recovery at City Rec Fee	Potential Revenue @ Current Fee	Potential Revenue @ 100% Cost Recovery	Potential Revenue at City Recommended Fee Level
	PLUMBING / GAS PERMIT FEES								
	Stand Alone Plumbing Plan Check (hourly rate)			$ 132.03	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	UNIT FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
1	Fixtures (first 5)	1	$ 10.00	$ 66.02	$	0%	$ 10	$ 66	$ -
2	Fixtures (each add'l 5)			$ 66.02	$	0%	$ -	$ -	$ -
	Gas Outlet (First 5 outlets)			$ 33.01	$	0%	$ -	$ -	$ -
	Gas Outlet (ea add'l 5 outlets)			$ 33.01	$	0%	$ -	$ -	$ -
	Building Sewer			$ 33.01	$	0%	$ -	$ -	$ -
3	Grease Trap			$ 66.02	$	0%	$ -	$ -	$ -
4	Backflow Preventer (First 5) -			$ 33.01	$	0%	$ -	$ -	$ -
5	Backflow Preventer (each add'l)			$ 11.00	$	0%	$ -	$ -	$ -
7	Water Heater	9	$ 15.00	$ 33.01	$	0%	$ 135	$ 297	$ -
8	Water Pipe Repair / Repl	3	$ 15.00	$ 33.01	$	0%	$ 45	$ 99	$ -
	Drain-Vent Repair / Repl			$ 33.01	$	0%	$ -	$ -	$ -
	Drinking Fountain			$ 33.01	$	0%	$ -	$ -	$ -
	Solar Water System Fixtures (panels, tanks, water treatment equip)			$ 66.02	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	OTHER FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
	Other Plumbing and Gas Inspections (per hour)			$ 132.03	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	ELECTRICAL PERMIT FEES								
	Stand Alone Electrical Plan Check (hourly rate)	1	$ 50.00	$ 132.03	$	0%	$ 50	$ 132	$ -
							$ -	$ -	$ -
	SYSTEM FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
	New Service						$ -	$ -	$ -
	Single Phase Service (<400 amps)	2	$ 15.00	$ 33.01	$	0%	$ 30	$ 66	$ -
	Single Phase Service (>400 amps)			$ 66.02	$	0%	$ -	$ -	$ -
	Three Phase Service (<400 amps)	8	$ 25.00	$ 66.02	$	0%	$ 200	$ 528	$ -
	Three Phase Service (>400 amps)			$ 66.02	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	Circuits						$ -	$ -	$ -
	15 or 20 amp - per circuit			$ 33.01	$	0%	$ -	$ -	$ -
	25 to 40 amp - per circuit			$ 33.01	$	0%	$ -	$ -	$ -
	50 to 175 amp - per circuit			$ 33.01	$	0%	$ -	$ -	$ -
	200 amp and larger - per circuit			$ 33.01	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	Fixtures, Receptacles, Switches - each			$ 11.00	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	Temporary Service (each)			$ 33.01	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	Spa/hot Tub -each	2	$ 20.00	$ 33.01	$	0%	$ 40	$ 66	$ -
	Photovotaic Systems - each			$ 66.02	$	0%	$ -	$ -	$ -
							$ -	$ -	$ -
	OTHER FEES:						$ -	$ -	$ -
							$ -	$ -	$ -
	Other Electrical Inspections (per hour)	3	$ 35.00	$ 132.03	$	0%	$ 105	$ 396	$ -
							$ -	$ -	$ -
							$ -	$ -	$ -
							Total Revenues:		
							$ 3,320	$ 16,735	$ -

Minutes Consumed: 68

Hours Consumed:

City of Winters - Planning Fee Analysis FY 05/06
RECOMMENDED FEE RESULTS
Community Development Department

Fee #	Fee Area	Recoverable Units of Service	Current Fee	Current Revenue	Full Cost per Unit	Total Cost	Surplus (Deficit)	Recommended Fee / DEPOSIT	Revenue at Recommended Fee	Additional Revenue
Fee #1	PC Special Meeting	-	$400.00	$0	$908.50	$0	$0	$909.00	$0	$0
Fee #2	PC Site Plan / Design Review - Multi-Family (up to 20 units)	-	$500.00	$0	$4,464.00	$0	$0	$4,464.00	$0	$0
Fee #3	PC Site Plan / Design Review - Multi-Family (>21 units)	-	$500.00	$0	$5,449.90	$0	$0	$5,450.00	$0	$0
Fee #4	PC Site Plan / Design Review - Res. (1-4 lots)	1	$500.00	$500	$2,659.34	$2,660	($2,160)	$2,659.00	$2,659	$2,159
Fee #5	PC Site Plan / Design Review - Res: 5-24 lots	2	$500.00	$1,000	$3,816.46	$7,633	($6,633)	$3,816.00	$7,632	$6,632
Fee #6	PC Site Plan / Design Review - Res: 25 - 49 lots	-	$500.00	$0	$4,037.79	$0	$0	$4,038.00	$0	$0
Fee #7	PC Site Plan / Design Review - Res: > 50 lots	-	$500.00	$0	$4,264.36	$0	$0	$4,264.00	$0	$0
Fee #8	PC Site Plan / Design Review - Commercial (up to 10K s.f.)	2	$500.00	$1,000	$4,920.50	$9,841	($8,841)	$4,921.00	$9,842	$8,842
Fee #9	PC Site Plan / Design Review - Commercial (10,001 - 30K s.f.)	1	$500.00	$500	$5,535.14	$5,536	($5,036)	$5,535.00	$5,535	$5,035
Fee #10	PC Site Plan / Design Review - Commercial (>30,001 s.f.)	1	$500.00	$500	$6,863.13	$6,864	($6,364)	$6,863.00	$6,863	$6,363
Fee #11	Annexation - minor (inside GP area) - comprehensive	-	$3,200.00	$0	$16,931.81	$0	$0	$16,932.00	$0	$0
Fee #12	Annexation - major (inside GP area)	-	$3,200.00	$0	$16,931.81	$0	$0	$16,932.00	$0	$0
Fee #13	Annexation - outsdie GP Area	-	$3,200.00	$0	$25,395.48	$0	$0	$25,395.00	$0	$0
Fee #14	CUP/PD Modification	2	$1,200.00	$2,400	$3,216.78	$6,434	($4,034)	$3,217.00	$6,434	$4,034
Fee #15	Staff Level Design / Site Plan Review	1	$260.00	$260	$1,454.73	$1,455	($1,195)	$1,455.00	$1,455	$1,195
Fee #16	Conditional Use Permit	2	$1,300.00	$2,600	$3,331.18	$6,663	($4,063)	$3,331.00	$6,662	$4,062
Fee #18	Variance Request - PC (First Variance)	1	$1,140.00	$1,140	$3,162.94	$3,163	($2,023)	$3,163.00	$3,163	$2,023
Fee #19	Variance Request - PC (each add'l property/site)	-	$1,140.00	$0	$363.40	$0	$0	$363.00	$0	$0
Fee #20	Variance Request - Zoning Administrator (First Variance)	-	$1,140.00	$0	$3,023.86	$0	$0	$3,024.00	$0	$0
Fee #21	Variance Request - Zoning Administrator (each add'l variance)	-	$1,140.00	$0	$363.40	$0	$0	$363.00	$0	$0
Fee #23	Pre-Zoning + GPA	1	$3,840.00	$3,840	$4,559.34	$4,560	($720)	$4,559.00	$4,559	$719
Fee #24	Re-Zoning + GPA	-	$3,840.00	$0	$4,559.34	$0	$0	$4,559.00	$0	$0
Fee #26	Specific Plan w/ GPA	-	$3,840.00	$0	$7,869.21	$0	$0	$7,869.00	$0	$0
Fee #27	Parcel Maps: 1-4 lots	2	$920.00	$1,840	$669.04	$1,339	$501	$669.00	$1,338	-$502
Fee #29	Tentative Maps: 25 - 49	-	$3,000.00	$0	$8,096.90	$0	$0	$8,097.00	$0	$0
Fee #30	Tentative Maps: 50 - 99	-	$4,200.00	$0	$8,567.97	$0	$0	$8,568.00	$0	$0
Fee #31	Tentative Maps: 100 - 200	-	$7,050.00	$0	$9,037.93	$0	$0	$9,038.00	$0	$0
Fee #32	Tentative Maps: 200+ (each add'l 100 or fraction thereof)	-	$3,000.00	$0	$471.08	$0	$0	$471.00	$0	$0
Fee #34	Certificate of Compliance	-	$200.00	$0	$697.64	$0	$0	$698.00	$0	$0
Fee #41	Negative Declaration	1	$1,000.00	$1,000	$845.69	$846	$154	$846.00	$846	-$154
Fee #42	CEQA (Statutory or Categorical) Exemption	8	$160.00	$1,280	$820.04	$6,561	($5,281)	$820.00	$6,560	$5,280
Fee #43	Initial Study (City staff time only)	-	$0.00	$0	$3,620.55	$0	$0	$3,621.00	$0	$0
Fee #44	Negative Declaration (City Staff time only)	-	$0.00	$0	$845.69	$0	$0	$846.00	$0	$0
Fee #45	Mitigation Monitoring Program (deposit plus T&M)	-	$0.00	$0	$2,272.38	$0	$0	$2,272.00	$0	$0

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Fee #	Fee Area	Recoverable Units of Service	Current Fee	Current Revenue	Full Cost per Unit	Total Cost	Surplus (Deficit)	Recommended Fee / DEPOSIT	Revenue at Recommended Fee	Additional Revenue
Fee #46	Mitigation Monitoring Plan	-	$0.00	$0	$845.69	$0	$0	$846.00	$0	$0
Fee #47	EIR (T&M)	-	$0.00	$0	$0.00	$0	$0	$0.00	$0	$0
Fee #48	Modifications to Tentative Maps	-	$0.00	$0	$3,072.09	$0	$0	$3,072.00	$0	$0
Fee #49	Modifications to Final Maps	-	$0.00	$0	$2,483.24	$0	$0	$2,483.00	$0	$0
Fee #50	Appeals to City Council or Planning Commission	5	$200.00	$1,000	$3,331.18	$16,656	($15,656)	$3,331.00	$16,655	$15,655
Fee #51	Temporary Outdoor Sales	-	$100.00	$0	$641.56	$0	$0	$642.00	$0	$0
Fee #52	Temporary Signs and Banners	-	$15.00	$0	$389.20	$0	$0	$389.00	$0	$0
Fee #53	Zoning Administrator - Home Occupation	15	$160.00	$2,400	$517.73	$7,766	($5,366)	$518.00	$7,770	$5,370
Fee #55	Pre-Project Advisory Review PC	-	$0.00	$0	$1,907.86	$0	$0	$1,908.00	$0	$0
Fee #56	Development Review Committee Meeting	-	$0.00	$0	$1,033.00	$0	$0	$1,033.00	$0	$0
Fee #57	Street Addressing (per project >10 adresses)	-	$0.00	$0	$982.53	$0	$0	$983.00	$0	$0
Fee #58	Temporary Use Permit	-	$0.00	$0	$845.69	$0	$0	$846.00	$0	$0
Fee #59	Planned Development Overlay Modification	-	$0.00	$0	$2,542.69	$0	$0	$2,543.00	$0	$0
Fee #60	Temporary Activity Permit	-	$0.00	$0	$1,703.72	$0	$0	$1,704.00	$0	$0
Fee #62	Zoning Compliance Letter	-	$0.00	$0	$389.20	$0	$0	$389.00	$0	$0
Fee #63	Flood Zone Verification Letter	1	$0.00	$0	$220.84	$221	($221)	$221.00	$221	$221
Fee #64	Community Development Director Full Cost Recovery Hourly	1	$80.00	$80	$202.60	$203	($123)	$203.00	$203	$123
Fee #65	Admin Secretary Full Cost Recovery Hourly	1	$40.00	$40	$89.80	$90	($50)	$90.00	$90	$50
Fee #66	Planning Review of Building Permits (Annual)	-	$0.00	$0	$52,828.00	$0	$0	$0.00	$0	$0
Fee #67	Support to PW (annual)	-	$0.00	$0	$17,557.00	$0	$0	$0.00	$0	$0
Fee #68	General Plan Update (annual)	-	$0.00	$0	$0.00	$0	$0	$0.00	$0	$0
Fee #69	Public Information/Counter Time (annual)	-	$0.00	$0	$22,964.20	$0	$0	$0.00	$0	$0
Fee #70	Zoning Related Code Enforcement (annual)	-	$0.00	$0	$0.00	$0	$0	$0.00	$0	$0
CD ENG	Final Map Review-Parcel (1-4 lots)	-	$0.00	$0	$730.17	$0	$0	$0.00	$0	$0
CD ENG	Final Map Review-Subdivision (5-25 lots)	-	$0.00	$0	$1,122.73	$0	$0	$0.00	$0	$0
CD ENG	Final Map Review-Subdivision (26-100 lots)	-	$0.00	$0	$1,237.14	$0	$0	$0.00	$0	$0
CD ENG	Final Map Review-Subdivision (>100, each additional 100 lots)	-	$0.00	$0	$363.40	$0	$0	$0.00	$0	$0
Non-Fee	Non-User Fee Activities	-	$0.00	$0	$35,682.00	$0	$0	$0.00	$0	$0
0	Flat (fixed fee), Deposit (deposit with hourly rate), Hourly (hourly rate), Non-Fee (no fee charged), Annual (annual hours)									
	Grand Total			**$28,310**		**$114,019**	**($85,709)**		**$114,014**	**$85,704**

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City of Winters - Public Works and Engineering Fee Analysis FY 05/06
RECOMMENDED FEE RESULTS

Fee #	Fee Area	Recoverable Units of Service	Current Fee	Current Revenue	Full Cost per Unit	Total Cost	Surplus (Deficit)	Recommended Fee / DEPOSIT	Revenue at Recommended Fee	Additional Revenue
1	Site Plan Review	3	$0	$0	$305	$915	($915)	$305	$915	$915
2	Grading P/C <50 CY	-	$0	$0	$305	$0	$0	$305	$0	$0
3	Grading P/C 51 to 100 CY	-	$15	$0	$305	$0	$0	$305	$0	$0
4	Grading P/C 101 to 1,000K CY	-	$23	$0	$381	$0	$0	$381	$0	$0
5	Grading P/C 1001 to 10K CY	-	$30	$0	$533	$0	$0	$533	$0	$0
6	Grading P/C > 10,001 (per add'l 10K CY)	-	$30	$0	$152	$0	$0	$152	$0	$0
9	Grading INSP <50 CY	-	$15	$0	$219	$0	$0	$219	$0	$0
10	Grading INSP 51 to 100 CY	-	$22	$0	$219	$0	$0	$219	$0	$0
11	Grading INSP 101 to 1,000K CY	-	$96	$0	$274	$0	$0	$274	$0	$0
12	Grading INSP 1001 to 10K CY	-	$180	$0	$384	$0	$0	$384	$0	$0
13	Grading INSP > 10,001 (per add'l 10K CY)	-	$198	$0	$110	$0	$0	$110	$0	$0
16	Public Improvement Plan Check ($0-$100K),	1	$105	$105	$7,619	$7,619	($7,514)	$7,619	$7,619	$7,514
17	Public Improvement Plan Check ($100,001K-$500K),	-	$460	$0	$21,028	$0	$0	$21,028	$0	$0
18	Public Improvement Plan Check ($500,001K - $1M)	-	$810	$0	$22,247	$0	$0	$22,247	$0	$0
19	Public Improvement Plan Check (>$1M)	-	$2,960	$0	$43,198	$0	$0	$43,198	$0	$0
20	Private Improvement Plan Check ($0-$100K),	-	$105	$0	$7,619	$0	$0	$7,619	$0	$0
21	Private Improvement Plan Check ($100,001K-$300K),	-	$285	$0	$15,771	$0	$0	$15,771	$0	$0
22	Private Improvement Plan Check (>$300K)	-	$810	$0	$16,685	$0	$0	$16,685	$0	$0
24	Public Improvement Inspection ($0-$100K),	1	$5,145	$5,145	$10,971	$10,971	($5,826)	$10,971	$10,971	$5,826
25	Public Improvement Inspection ($100,0011K-$500K),	-	$22,540	$0	$65,826	$0	$0	$65,826	$0	$0
26	Public Improvement Inspection ($500,001 - $1M)	-	$39,690	$0	$119,584	$0	$0	$119,584	$0	$0
27	Public Improvement Inspection (>$1M)	-	$145,040	$0	$164,565	$0	$0	$164,565	$0	$0
28	Private Improvement Inspection ($0-$100K),	-	$5,145	$0	$10,971	$0	$0	$10,971	$0	$0
29	Private Improvement Inspection ($100,001K-$300K),	-	$13,965	$0	$33,078	$0	$0	$33,078	$0	$0
30	Private Improvement Inspection (>$300K)	-	$39,690	$0	$60,091	$0	$0	$60,091	$0	$0
32	Final Map Review-Parcel (1-4 lots)	-	$180	$0	$1,504	$0	$0	$1,504	$0	$0
33	Final Map Review-Subdivision (5-25 lots)	-	$293	$0	$2,054	$0	$0	$2,054	$0	$0
34	Final Map Review-Subdivision (26-100 lots)	-	$713	$0	$2,475	$0	$0	$2,475	$0	$0
35	Final Map Review-Subdivision (>100, each additional 100 lots)	-	$900	$0	$521	$0	$0	$521	$0	$0
38	Hydrant Permit	-	$100	$0	$371	$0	$0	$371	$0	$0
39	Late Payment Door Hanger - Penalty	40	$0	$0	$19	$766	($766)	$19	$760	$760
40	Water Shut-Off/Turn On	-	$25	$0	$101	$0	$0	$101	$0	$0
42	After Hours Shut-Off/Turn On (Non-Emergency, min 3 hours)	-	$123	$0	$623	$0	$0	$623	$0	$0
43	User Bypass of city Shutoff (City time in addition to materials) - penalty	-	$550	$0	$425	$0	$0	$425	$0	$0

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Fee #	Fee Area	Recoverable Units of Service	Current Fee	Current Revenue	Full Cost per Unit	Total Cost	Surplus (Deficit)	Recommended Fee / DEPOSIT	Revenue at Recommended Fee	Additional Revenue
44	Water Meter Installation (all types of meters, meter & box charged separate)	-	$550	$0	$756	$0	$0	$756	$0	$0
45	Water Meter Installation Inspection by City	-	$25	$0	$185	$0	$0	$185	$0	$0
46	Commercial Meter Install/Upgrade/Relocate - (deposit + T&M)	-	$550	$0	$1,458	$0	$0	$0	$0	$0
48	Water Tap at Main - City provided	-	$0	$0	$487	$0	$0	$0	$0	$0
49	Water Tap at Main & Run Service - City Provided	-	$0	$0	$1,358	$0	$0	$0	$0	$0
50	Inspection of Contractor's Water/Run Service at Main	-	$0	$0	$169	$0	$0	$0	$0	$0
51	Sewer Tap at Main - City provided	-	$0	$0	$489	$0	$0	$489	$0	$0
52	Sewer Tap at Main & Run Service - City Provided	-	$0	$0	$1,792	$0	$0	$0	$0	$0
53	Inspection of Contractor's Sewer/Run Service at Main	1	$0	$0	$167	$168	($168)	$0	$0	$0
54	Encroachment Permit Issuance	20	$0	$0	$54	$1,079	($1,079)	$0	$0	$0
55	Install/Replacement/Repair Driveway	-	$25	$0	$128	$0	$0	$0	$0	$0
57	Sidewalk Repair/Install/Repl., 0 to 250 s.f.	-	$0	$0	$261	$0	$0	$261	$0	$0
58	Sidewalk Repair/Install/Repl., 251 to 1000 s.f.	-	$0	$0	$393	$0	$0	$393	$0	$0
59	Sidewalk Repair/Install/Repl, >1001 s.f. (Est fee using cost estimate)	-	$0	$0	$0	$0	$0	$0	$0	$0
62	Curb/Gutter Install/Repl., 0 to 25 l.f.	-	$0	$0	$261	$0	$0	$261	$0	$0
63	Curb/Gutter Install/Repl., 26 to 100 l.f.	-	$0	$0	$393	$0	$0	$393	$0	$0
64	Curb/Gutter Install/Repl, >100 l.f. (Est fee using cost estimate)	-	$0	$0	$0	$0	$0	$0	$0	$0
67	ADA Compl at Sidewalk	-	$0	$0	$128	$0	$0	$128	$0	$0
68	Manholes	-	$0	$0	$128	$0	$0	$128	$0	$0
69	Boreholes First 10	-	$0	$0	$128	$0	$0	$128	$0	$0
70	Boreholes 11+	-	$0	$0	$261	$0	$0	$261	$0	$0
71	Sidewalk Dining - Annual Permit	-	$0	$0	$486	$0	$0	$486	$0	$0
73	Temporary Private Use of Public ROW - per instance	-	$0	$0	$214	$0	$0	$214	$0	$0
75	Temporary Refuse Storage	-	$0	$0	$159	$0	$0	$159	$0	$0
76	Temp Street Closure Permit	-	$0	$0	$107	$0	$0	$107	$0	$0
77	Tree Removal Application and Inspection	-	$0	$0	$180	$0	$0	$180	$0	$0
78	Utility Excav. Permit - Annual Blanket Issuance	-	$0	$0	$53	$0	$0	$53	$0	$0
79	Utility Excav. Permit - Per work instance	-	$0	$0	$194	$0	$0	$194	$0	$0
80	Utility Excav. Permit -0 to 50 s.f.	-	$0	$0	$194	$0	$0	$194	$0	$0
81	Utility Excav. Permit - 51 to 100 s.f.	-	$0	$0	$263	$0	$0	$263	$0	$0
82	Utility Excav. Permit - > 101 (Est fee using construction cost est)	-	$0	$0	$0	$0	$0	$0	$0	$0
83	Street Cut in Moratorium Street	-	$0	$0	$321	$0	$0	$321	$0	$0
84	Other Minor Encroachment Inspection	20	$25	$500	$131	$2,629	($2,129)	$131	$2,620	$2,120
85	Inspection of Upgrade/Relocation of Existing Service - Contractor	-	$0	$0	$167	$0	$0	$167	$0	$0
86	Upgrade/Relocation of Existing Service - City provided	-	$0	$0	$1,222	$0	$0	$1,222	$0	$0
87	Banner	-	$0	$0	$517	$0	$0	$517	$0	$0
88	Oversize Load Single	3	$16	$48	$34	$102	($54)	$34	$102	$54
89	Backflow Testing Program Administration - Annual	-	$0	$0	$52	$0	$0	$52	$0	$0
90	Research (per hour)	-	$0	$0	$155	$0	$0	$155	$0	$0
91	After Hours Inspection (per hour - minimum 3 MOU hours)	-	$0	$0	$576	$0	$0	$576	$0	$0
92	Barricade Rental	-	$0	$0	$61	$0	$0	$61	$0	$0

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Fee #	Fee Area	Recoverable Units of Service	Current Fee	Current Revenue	Full Cost per Unit	Total Cost	Surplus (Deficit)	Recommended Fee / DEPOSIT	Revenue at Recommended Fee	Additional Revenue
93	SUPPORT TO PLANNING	-	$0	$0	$2,530	$0	$0	$0	$0	$0
94	SUPPORT TO BUILDING	-	$0	$0	$2,530	$0	$0	$0	$0	$0
95	SUPPORT TO CIP	-	$0	$0	$107,009	$0	$0	$0	$0	$0
96	SUPPORT TO O&M	-	$0	$0	$844,481	$0	$0	$0	$0	$0
97	ADMIN ASST FULL COST HOURLY	1	$0	$0	$105	$106	($106)	$105	$105	$105
98	SR MAINT WORKER FULL COST HOURLY	1	$0	$0	$128	$128	($128)	$128	$128	$128
99	PW DIR FULL COST HOURLY	1	$0	$0	$211	$211	($211)	$211	$211	$211
100	MW III FULL COST HOURLY	1	$0	$0	$112	$112	($112)	$112	$112	$112
101	MW II FULL COST HOURLY	1	$0	$0	$99	$100	($100)	$99	$99	$99
102	MW I FULL COST HOURLY	1	$0	$0	$66	$66	($66)	$66	$66	$66
NF	Non-User Fee Activities	-	$0	$0	$0	$0	$0	$0	$0	$0
0										
	Grand Total			**$5,798**		**$24,972**	**($19,174)**		**$23,708**	**$17,910**

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CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: December 18, 2007

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

FROM: Carol Scianna, Management Analyst CS

SUBJECT: Approval of Vegetation Management Plan for the Winters Putah Creek Nature Park

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RECOMMENDATION:
The Winters Putah Creek Committee (WPCC) recommends the approval of the Vegetation Management Plan for the Winters Putah Creek Nature Park. The WPCC has worked diligently to reach a consensus on the current version of the vegetation plan. Input from the community was also received and reviewed as part of the process to formulate a plan that manages vegetation, addresses the need for restoration and improves public access to the nature park.

BACKGROUND:
This plan describes general procedures to be used for managing vegetation on public lands bordering Putah Creek between the Railroad Avenue vehicle bridge and Interstate 505. This area is referred to as the Winters Putah Creek Nature Park, which totals about 40 acres, about 20 percent of which is open water.
In 2006, the Lower Putah Creek Coordinating Committee held a series of public meetings in Winters to review data collected for the Watershed Management Action Plan and identify priority sites for restoration. The community gave the nature park top priority for watershed restoration. This Vegetation Management Plan is part of a comprehensive effort to replace invasive weeds with native vegetation throughout 30 miles of Lower Putah Creek and its tributaries. The plan will become a part of the updated Putah Creek Master Plan that is scheduled for adoption in 2008.
This plan is considered a living document and will be updated periodically as needed.

FISCAL IMPACT: None at this time, most of the efforts in the nature park have been funded through grants.

Draft 11/24/07

VEGETATION MANAGEMENT PLAN

Prepared by:

Winters Putah Creek Committee

Draft November 24, 2007

Draft 11/24/07

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Appendix D - Map of Existing Weeds
Appendix E – Federal and State Laws Affecting Restoration Work
Appendix F – Communication Plan
Appendix G- Grant Opportunities

1 Purpose of this Document

This plan describes general procedures to be used for managing vegetation on public lands bordering Putah Creek between the Railroad Avenue Bridge and Interstate 505, as shown in Figure 1[1]. This land area, referred to as the Winters Putah Creek Nature Park, totals about 40 acres, about 20 percent of which is open water.

In 2006, the Lower Putah Creek Coordinating Committee held a series of public meetings in Winters to review data collected for the Watershed Management Action Plan and identify priority sites for restoration. The community gave the Nature Park top priority for watershed restoration. This Vegetation Management Plan is part of a comprehensive effort to replace invasive weeds with native vegetation throughout 30 miles of Lower Putah Creek and tributaries. The plan will become a part of the updated Putah Creek Master Plan that is scheduled for adoption in 2007, and will be updated periodically as needed. A historical background of the formation of Winters Putah Creek Park and restoration activities is provided in Appendix A.

Figure 1: Extent of Winters Putah Creek Nature Park

With the removal of star thistle, the establishment of paths, and other improvements, the Putah Creek Nature Park has become a significant asset to the community that is enjoyed by many. This plan has the objective of facilitating continued improvements to enhance recreational uses and restore habitat, including replacement of invasive plants with native species and removal of plants that inhibit access to the creek. This plan also recognizes the importance of minimizing disruption of existing recreational uses during the restoration process, and the need to balance habitat restoration with recreational needs.

[1] Some of the inscribed land in Figure 1 is under private ownership.

2 Current Plant Species

2.1 Natives[2]

The upper north bank is populated by native trees including, valley oak (Quercus lobata), and buckeye (Aesculus californica). Sycamore (Platanus racemosa), white alder (Alnus rhombifolia), cottonwood (Populus fremontii), Oregon Ash (Fraxinus latifolia), and willow (Salix sp.) grow within the creek channel. Many of these trees have reached a considerable height and host woodpeckers, hawks, egrets, herons, and other desirable birds.

Of perennial native shrubs not planted by volunteer efforts within the past ten years, elderberry (Sambucus mexicana) and wild rose (Rosa californica) are the most prevalent. Poison oak (Rhus diversiloba) is also present on the lower terraces, and California grape (Vitus californica) is common along the steeper creek banks.

Except for some naturally occurring annuals such as miner's lettuce (Montia perifoliata) and sparsely occurring lupines (Lupinus sp.), the population of annuals is dominated by non-native annual grasses and dicotyledonous weeds.

2.2 Invasives

Of the 32 acres of land between the Railroad Avenue bridge to the west and Interstate 505 to the east, approximately twenty-five percent is covered by one or more of 12 priority invasive weeds: arundo, black locust, catalpa, domestic almond, English ivy, eucalyptus, fig, Himalayan blackberry, pepper tree, tamarisk, tree-of-heaven and Virginia creeper. Throughout the riparian corridor of Lower Putah Creek there are 1,800 occurrences of 20 primary invasive weeds occupying approximately 10 percent of the land area. Winters Putah Creek Park has about the same number of weeds per acre as the average reach of Putah Creek and has the highest population of eucalyptus upstream of the Interstate 505 overpass. A complete listing of invasive weeds found in the creek channel and their distribution is provided in Chapter 7 of the *Lower Putah Creek Watershed Management Action Plan.*

2.3 Walnut (Juglans Hindsii)

Walnut trees may or may not be native and will be treated on a case by case basis.

3 Protection of Existing Vegetation

3.1 General Approach to Projects

To ensure the success of plant removal and restoration projects, work plans will be carefully reviewed at the time funding opportunities are evaluated. The committee will work closely with funding proponents and grant administrators to craft grant concepts or applications that are protective of native vegetation and compliant with this Vegetation Management Plan and the wishes of the community. Grant administrators and/or City Staff will provide annual work plans for committee review and approval.

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[2] Appendix D of the *Lower Putah Creek Watershed Management Action Plan* provides a complete inventory of native and non-native plants in the Lower Putah Creek watershed.

3.2 Protection of Native Trees

All native trees should be protected from damage during the removal of non-native vegetation, tree cutting, spraying, grading, or other restoration activities, though channel reshaping may require removal of some natives.

Existing native trees provide shade and greenery and help dissipate noise from Putah Creek Road. Some of these trees, particularly native walnut, are diseased and infected with mistletoe. Diseased native trees may be removed if deemed a physical hazard to humans, wildlife or park infrastructure or become an impediment to approved future park renovation projects. Following removal, replacement plantings should be done so that there is no net loss to effective tree canopy area when trees are at maturity. A watering system should be installed to assist their initial establishment. Trees that do not survive should be replaced within one year.

3.3 Elderberry Protection

Elderberry shrubs (Sambucus sp.), prevalent along Putah Creek in Winters, are the sole host plant for the federally threatened valley elderberry longhorn beetle (Desmocerus californicus dimorphus). The Conservation Guidelines for the Valley Elderberry Longhorn Beetle (revised 1999) were developed by the U.S. Fish and Wildlife Service to "...assist Federal agencies and non-federal project applicants needing incidental take authorization through a Section 7 consultation or a Section 10(a)(1)(B) permit in developing measures to avoid and minimize adverse effects on the valley elderberry longhorn beetle." In conducting restoration work, including trail cutting to access non-native plants, spraying or mechanical removal of invasives and creek grading, measures to protect elderberry plants shall follow these guidelines to the maximum extent possible, including replacement of plants that are removed during grading.

For specific projects that may involve removal of plants 1 inch or greater, the responsible agency will obtain a permit from the U.S. Fish and Wildlife Service, which provides project-specific directions and requirements for removal and replacement.

3.4 Protection of Vegetation While Spraying

During 2004 over-spray of herbicides targeting star thistle resulted in damage to ornamentals, fruit trees, and grapes planted on residential properties along Creekside Way. In the spring of 2007 spraying to control invasive weeds unintentionally damaged non-target plants including elderberry, miners lettuce, wild rose, oak, and almond. Dennis Chambers, Yolo County Deputy Agricultural Commissioner, completed an investigation of the 2007 incident and suggested measures to reduce the risk of damage to non-native species, including:

- Timing herbicide applications when desirable species are dormant
- Directing spraying away from and shielding desirable plants
- Use of hand held application equipment

Follow-up recommendations by Putah Creek Stream Keeper Rich Marovich, are provided in Appendix B. Marovich stated the "use of Milestone® Herbicide within 20 feet of elderberries is suspended pending further studies to determine if it can safely be used in proximity to elderberries in the dormant season." Appendix B also provides information on how to manage risks of damage to non-target vegetation resulting from application of Garlon 4 herbicide.

This plan adopts the following measures to protect plants from future spray damage:

1. No spraying shall be conducted while any native deciduous plants are emerging from dormancy.
2. To protect native annuals such as miner's lettuce and other sensitive plants as well as non-target ornamentals and fruit trees, spraying should be limited to hand-held equipment such as backpack or ATV-mounted tanks. Broadcast spraying will be reviewed in advance on a case-by-case basis by the WPCC.
3. No herbicides shall be used that may damage dormant native species.
4. Treatment of individual stumps with herbicide may be conducted at any time of year provided precautions are taken to protect nearby elderberry and other non-target species.

3.5 Mowing

Grasses and other vegetation can become fire hazards when dry, and city ordinances call for mowing to reduce this fire danger. Mowing can damage desirable plants such as small native shrubs, trees and deergrass that have been planted as part of the restoration effort. All such plants should be staked prior to mowing, and mower blades should be set high enough to avoid damage to creeping wild rye grass or irrigation systems. The WPCC will coordinate the placement of stakes with Winters Public Works.

4 Removal of Invasive Species

4.1 Goals and Justification

Invasive weeds by definition rapidly spread and colonize ever-larger portions of the landscape unless they are actively controlled. Uncontrolled populations degrade downstream areas by spreading seeds, roots and stems that start new infestations. At Winters Putah Creek Park, invasive weeds, especially blackberry and arundo prevent access to the water in many areas and severely limit recreational opportunities. They also provide concealment for encampments by homeless persons and impede the discovery and removal of solid waste.

Removal of invasive weeds with currently available resources is an essential first step toward restoration of habitat and recreational value. Weeds currently obstruct access for engineering surveys for future improvements. Weed control demonstrates readiness for future grant-funded improvement projects. The most competitive proposals for public funding to manage vegetation will combine geomorphic restoration with vegetation management because the results will be more permanent and sustainable.

4.2 Strategies

Efficient weed management entails selective treatment of weeds with herbicides preceded or followed by mechanical removal. Some weeds may be left to decompose in place where access for mechanical removal is limited. In addition, logs salvaged from vegetation removal activities may be recycled along the creek to help stabilize constructed flood terraces.

Equipment access is essential for economical weed spraying and removal. Many sites in Winters Putah Creek Park have limited visibility and access due to dense undergrowth especially by blackberry thickets. Pioneering trails through these thickets is an essential

first step to assess, treat and remove weeds. Measures to protect elderberry shrubs and nesting birds will be implemented before trails are constructed. Specific treatment methods for invasives are listed at the following web site: http://tncweeds.ucdavis.edu/esadocs.html.

4.3 Timing and Schedule

The timing of vegetation removal will depend upon the availability of resources, manpower, accessibility, equipment, and other factors. The season for weed control is largely limited to the winter months when native vegetation is dormant. This improves visibility and therefore worker safety and it also takes advantage of the selectivity of Roundup (glyphosate) herbicide against blackberry, arundo and eucalyptus because Roundup does not affect dormant vegetation. When weeds are intertwined with native vegetation (often the case with blackberry) then winter is the only season when blackberries can be treated without damage to native plants.

Many herbicides are also most effective in winter months when weeds are not actively growing. Treatment of weeds in spring and summer is often ineffective because the weeds are growing so fast that they dilute the herbicide with growth or the herbicide kills the top of the plant and leaves the roots alive to resprout (e.g. arundo). Roundup in particular works best in the fall and winter because it is slowly absorbed and translocated throughout the plant. Weeds treated with Roundup in the fall and winter take in the herbicide more thoroughly than at other times and control is much greater from any given application.

The season for effective weed control is often extremely limited. High rainfall and sustained high flows in Putah Creek have curtailed most weed control operations in 2002-2003, 2004-2005 and 2005-2006. Weed control with equipment is also limited by the bird nesting season (March through July) and by terms of grants that fund weed removal.

Control of herbaceous weeds such as milk thistle, yellow star thistle, mustards, and ripgut brome should be timed to coincide with native grass restoration when final grade is established. Native grasses in particular require aggressive herbaceous weed control in the first year but then provide weed resistant landscapes and diminishing requirements for weed control over time.

Figure 2 outlines a general schedule for phased removal of Eucalyptus trees and other non-natives. The east half of the Nature Park extends from the Interstate 505 bridge to the Creekside Way access point. The next quarter extends from the Creekside Way access point to the percolation dam. The fourth quarter extends from the percolation dam to the Railroad Avenue Bridge.

4.4 Species to be Removed

Invasive plant species targeted for removal are listed in Appendix C, and a map showing the location of invasives is provided in Appendix D. Woody and shrubby weeds such as eucalyptus, tamarisk, tree-of-heaven and Himalayan blackberry are the highest priority for control and removal because they compete most vigorously with native vegetation and impede surveys for other improvements.

4.5 Permissions

Some of the land inscribed in Figure 1 is under private ownership. This includes the McClish property adjacent to Interstate 505 and the apartments west of Caselli Court.

Ownership of these properties extends to the center of the creek, and the City must either obtain permission for work to be done or acquire this property.

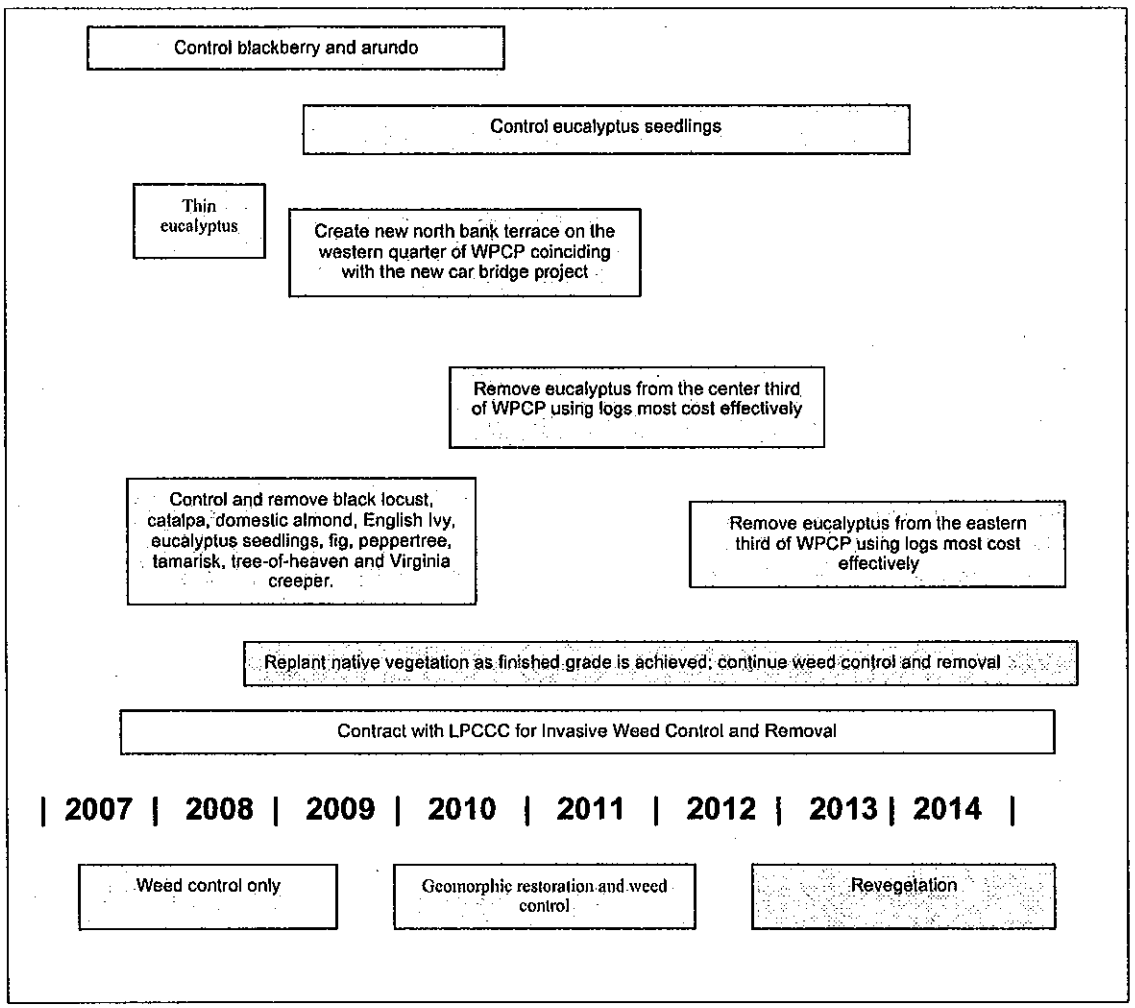

Figure 2: Proposed Schedule & Tasks for Vegetation Removal[3]

5 Re-Vegetation Plan

5.1 Goals

Re-planting with native plant species is needed to discourage the re-emergence of non-native plants and to create a sustainable natural environment that attracts wildlife populations and enhances enjoyment by Winters citizens and visitors. Re-vegetation should occur as soon as possible following removal of invasive species except for areas that may be disturbed by pending modifications to the creek channel.

[3] Pending approval for individual projects through all applicable state and federal regulations as described in Appendix E

At a neighborhood meeting of Winters citizens held on April 7, 2007, a commonly held concern was that removal of Eucalyptus trees and other vegetation would leave the area barren for many years. In some locations there are no native trees in the understory, and 20 years of growth or more will be required to establish trees that provide the amount of shade or habitat that Eucalyptus currently provide.

Vegetation removal proposals should include a schedule for replanting and a description of who will perform the work, how it will be maintained, and how it will be funded. A priority of the re-vegetation plan is to plant fast growing native trees immediately after removal of the Eucalyptus, and to nurture them with water and fertilizer to insure fast growth.

5.2 Strategy and Timing

Sites that periodically flood will often passively restore to native vegetation when weeds are removed, especially where channel form and function has been restored. However, to insure that re-vegetation of desired species can occur soon after removal of invasives and other species, future grant applications should request balanced funding to provide for re-vegetation (including irrigation systems as needed) soon after removal. In locations that are several feet above the flow channel, irrigation systems should be provided at the time of replanting.

In areas that are below the median winter flows, cleared areas may be left to scour naturally down to functional elevations before replanting. Vegetation such as cottonwoods and willows that require access to groundwater should not be planted more than two or three feet above low flow channel elevation where they naturally occur on the creek.

Water is the most essential requirement of new plantings. Through at least the first season it is a matter of survival. Plants that are close to the low flow channel in distance and elevation may not require supplemental water, but all other plantings will require irrigation by drip, micro sprinkler, sprinkler or hand watering. If drip systems are used, they must be inspected regularly and repaired as necessary. Ten gallons per tree every ten days is sufficient on loam soils for newly planted small trees. More frequent watering may be needed on sandy or gravelly soils. In any case, the soil should be allowed to dry out somewhat between watering to encourage deep rooting, but not get so dry that new growth is interrupted.

Fertilizer is essential for rapid growth and high survival rates in most settings. Some soils are relatively fertile as evidenced by robust growth of weeds, while other sites are poor in nutrients. Soils should be tested before planting and fertilizers added according to test results. Fertilizers will increase growth of weeds as well as plantings, so weed control measures such as straw mulch will be implemented. The Creekside Way site was very low in phosphorous (2 ppm) and sulfur (1 ppm).

Because proposed geomorphic restoration (cut and fill operations) would disturb plantings, re-vegetation of areas that will be graded will not be undertaken until channel restoration work is completed. Grant proposals for geomorphic restoration will include sufficient funds for re-vegetation.

5.3 Species to be Re-Planted

Species to be planted will be taken from lists gathered in nearby reference reaches. Some of the more common native plants include: alder, arroyo willow, black willow, boxelder,

California buckeye, buttonbush, cottonwood, coyote bush, creeping wild rye, elderberry, Goodings willow, miners lettuce, mugwort, mulefat, narrow-leaved milkweed, valley oak, Oregon ash, pipevine, sandbar willow, Santa Barbara sedge, showy milkweed, California sycamore, torrent sedge, toyon, yellow willow, western redbud and wild rose. Spacing depends on budget and size of the plant at maturity. Plants of the same species typically occur in clumps and plantings can mimic natural occurrences by placing plants in groupings of three or more of the same kind. Plants are grouped by zone according to elevation above the low flow channel where they naturally occur and according to natural associations and aspect. For example, Santa Barbara Sedge is almost always found on north facing slopes in the shade of oak trees. The area of each zone will be calculated and a percentage of each species will be estimated. Species composition may be adjusted based on availability.

6 Roles and Responsibilities

6.1 City of Winters

The City of Winters has served a key role in creek restoration by co-sponsoring grants, providing funds for trail improvements, coordinating with agencies, contracting for work, and facilitating the development of the Putah Creek Master Plan. City staff person Carol Scianna has played a valuable role in assisting the WPCC by distributing agendas, preparing minutes, scheduling meetings, and communicating information amongst the agencies involved in the management of the creek. As landowner, the City will be responsible for preparing CEQA documents for any major improvements that require them, such as removal of the percolation dam and modifications to the creek channel. The City will also be responsible for insuring compliance with state and federal regulations affecting restoration work (see Appendix E).

As landowner and Lead Agency, the City of Winters should be responsible for timely advanced public noticing of "destructive" activities on or near the Putah Creek Park. These activities would include at a minimum, mature tree removal, construction of access roads, channel modifications and herbicide spraying. A plan for communicating activities to Winters residents is provided in Appendix F.

6.2 Winters Putah Creek Committee

The Winters Putah Creek Committee represents the voice of the Winters community on creek restoration and enhancement. The Committee is charged with developing this Vegetation Management Plan and will provide guidance and oversight for the implementation of the Plan. In addition, the committee is responsible for coordinating volunteer cleanups and plantings, assisting with public review of the Putah Creek Master Plan, and for advising the City Council on all other important matters pertaining to the management of the creek within Winters city limits, and the Nature Park.

As pointed out in the 1995 Putah Creek Master Plan, it is imperative that the community as a whole develop a strong sense of stewardship, and given limited resources and city manpower, volunteer participation will be necessary to insure the success and sustainability of restoration efforts. Diligent follow-up work is required to insure the survival of new plantings, and to prevent the return of undesirable plant species after their initial removal. The Committee will organize and coordinate volunteer groups to assist with plantings, installation and maintenance of irrigation systems, and weed control.

Committee volunteers can be trained and supervised in the use of herbicides to provide follow-through of restoration work by continuously controlling weeds.

6.3 Lower Putah Creek Coordinating Committee

The LPCCC has proven to be very effective at winning grant funding and is encouraged to continue to apply for funding to carry out the goals of the Putah Creek Master Plan. The LPCCC may also manage restoration work, coordinate with the City to obtain necessary permits for work to be performed, and coordinate with other agencies as needed.

6.4 Putah Creek Council

The Putah Creek Council can assist with fostering stewardship through educational and other programs such as Adopt-a-Flat, organizing community events such as cleanups and plantings, and providing input to the restoration process informed by their bio-monitoring activities, and coordinating with other groups such as the Putah Creek Discovery Corridor.

6.5 Public Participation

The WPCC encourages public participation in decisions related to vegetation management and restoration, and welcomes comments for creek restoration project phases that will be reviewed at WPCC meetings. Opportunities for public input include monthly meetings of the WPCC, participation in public meetings that may be required under CEQA, and Winters City Council meetings. The LPCCC and other grant managers are encouraged to present plans for their work at WPCC meetings and/or at other public forums.

7 Restoration Resources and Project Management

7.1 Status of Grants

Appendix G provides a listing of the status of current and pending grants and proposed grant applications.

7.2 Proposal Review and Management of Grant Project Activities

Grant proposals or proposal drafts shall be submitted to the Winters Putah Creek Committee for review prior to submission to the funding agencies, and the Committee will make recommendations to the City Council for approval (with or without modifications). The Committee will make every effort to avoid delay of proposal preparation so as to provide for timely submission. Grant project activities will be managed by the appropriate entity and monitored by the City of Winters with the assistance of the WPCC. A discussion of current and proposed grants is included in Appendix G.

8 Reference Documents

In addition to appendices, the following documents may be referenced for further information:

- 1995 Conceptual Master Plan of the Winters Putah Creek Corridor

- Lower Putah Creek Watershed Management Action Plan
- Conservation Guidelines for the Valley Elderberry Longhorn Beetle (U.S. Fish and Wildlife Service)
- Putah Creek Terrestrial Wildlife Monitoring Program 2004 and 2005 Reports
- Integrated Regional Water Management Plan for the Sacramento Valley
- Minutes of Winters Putah Creek Committee meetings and documents submitted to the committee by citizens

Appendix A: Historical Background

Systematic planning for removal of invasive weeds along Putah Creek began with a 1993 study by the U.S. Fish and Wildlife Service entitled: "Report to Congress: Reconnaissance Planning Report Fish and Wildlife Resource Management Options for Lower Putah Creek, California." The report included maps of eucalyptus, arundo, tamarisk and tree-of-heaven as the primary invasive weeds to control. The report also identified continuity of native vegetation as a limiting factor for wildlife migration. The U.S. Fish and Wildlife Service held public meetings in Winters as part of the study.

In 1994, the Winters Putah Creek Committee was formed as a subcommittee of "Team Winters", a group of citizens that assembled to develop a vision for revitalizing the downtown business area. The committee developed a Conceptual Master Plan for the creek, and after a series of public meetings, in 1995 the City of Winters adopted a master plan for the "Winters Putah Creek Nature Park" that addressed the need for community stewardship, removal of invasive weeds, and other issues[4]. In 1996 the Committee began removing debris, planting, and watering and the first grant money was secured. In 1998 committee chair Jessica Kilkenny turned over leadership to Jeanne Wirka, who obtained additional grant funds and organized several volunteer plantings, cleanups, and path building work parties.

With the assistance of Rich Marovich, who was hired in 2000 by the Lower Putah Creek Coordinating Committee as Streamkeeper, much was accomplished on the 100 foot easement between lots on Creekside Way and the top bank of Putah Creek. This easement was acquired by the City through a development agreement. Yellow star thistle and other weeds were replaced by creeping wild rye, coyote brush, oak, toyon, elderberry, and other native species. Replacement was supported by the installation of a drip irrigation system.

In 2001 and 2002, Solano County Department of Environmental Management held a series of public meetings in Winters that identified invasive weed control as a main objective for management of Lower Putah Creek. In 2002, the Lower Putah Creek Coordinating Committee commissioned a study by EDAW to update and expand the scope of invasive weed maps for a creek-wide Watershed Management Action Plan. The EDAW study found 113 occurrences of 12 primary invasive weeds at Winters Putah Creek Park.

By 2004 public access to the north side of the Putah Creek Nature Park was facilitated by a wide path built by community volunteers that extends from the Community Center to the sewage pumping station, and CDC crews directed by the City built access trails to the creek at points near Madrone Court and Wild Rose Lane. As a result of non-sponsored volunteer efforts and daily use, narrow paths on upper and lower terraces now extend all the way from the pumping station to the Wild Rose Lane access point. Improvements proposed by the Putah Creek Master Plan would make this path handicapped accessible.

With the departure of Wirka in 2005, restoration and improvement work came to a halt, save some voluntary plantings and maintenance by residents and vegetation removal by CDC crews. The Winters Putah Creek Committee was re-instituted by City Council Resolution 2006-46 in October 2006 to carry on the mission of enhancing the recreational and environmental value of City-owned lands along Putah Creek and Dry Creek.

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[4] Prepared by Cheryl Sullivan, this plan is currently under revision.

To improve access to the creek and clear paths for spraying invasives (particularly Himalayan blackberry and arundo), the City used CDC crews and LPCCC subcontractors to clear vegetation and cut smaller Eucalyptus trees on the north bank lower terrace of the Nature Park. Most of this work was completed in February and March of 2007.

In 2007 the LPCCC and Solano County Water Agency obtained California River Parkways (Prop. 50) and CalFed Watershed Program grants to remove the percolation dam and to conduct cleanup and restoration work on the south bank. Streamkeeper Rich Marovich has plans to apply for additional River Parkways funding for narrowing of the creek channel to create improved conditions for riparian plants and to improve the fishery.

APPENDIX B: Streamkeeper Recommendations for Herbicide Applications

In April 2007, weed control operations with Milestone Herbicide (aminopyralid) caused unexpected damage to newly sprouted elderberry plants that are host plants for the federally listed Valley Elderberry Longhorn Beetle. Milestone Herbicide is highly effective for control of thistles and other broadleaved weeds and useful for establishment of native grasses; an essential component of weed resistant landscapes. Although the affected elderberries are expected to fully recover, use of Milestone Herbicide within 20 feet of elderberries is suspended pending further studies to determine if it can safely be used in proximity to elderberries in the dormant season. Beyond 20 feet and within 100 feet of elderberries, use of Milestone Herbicide is limited to directed sprays applied with diligence to avoid drift onto elderberry plants.

Roundup Herbicide (glyophosate) has been used safely in close proximity to elderberries in the season when elderberries are fully dormant to release elderberry plants and other dormant native vegetation from competition with Himalayan blackberries and is the preferred treatment in these circumstances. Roundup Herbicide is an effective and highly selective treatment for eucalyptus as a cut stump treatment in any season using diligence to avoid exposure to elderberries.

Garlon 4 Herbicide (triclopyr) is an effective and highly selective herbicide when applied as a basal bark (band of treatment around the base of the trunk) or cut stump treatment for woody weeds. Basal bark and cut stump treatments may be applied with a paint brush or hand-held sprayer under low pressure using directed sprays and diligence to avoid exposure to non-target vegetation. Use of Garlon 4 as a basal bark or foliar treatment is limited to days when high temperatures are not expected to exceed 90 degrees. This is to avoid injury to non-target vegetation from ethylene gas, a naturally occurring plant growth regulator that is produced in response to exposure to Garlon 4 Herbicide.

Ethylene gas causes the observed symptoms of herbicide effect (hooking, wilting, defoliation and die-back). High temperatures cause high release rates of ethylene gas from treated vegetation that can (and has) damaged non-target vegetation. High release rates of ethylene gas does not occur at lower temperatures. The most effective season for basal bark treatments is in late summer, fall and winter when weeds are not actively pushing top growth. Cut stump treatments may be made in any season.

All herbicide applications will be made under the supervision of a licensed pest control operator. The person responsible for supervision shall be aware of the conditions at the site of application and be available to direct and control the manner in which applications are made (per Section 6406 of Title 3, California Code of Regulations).

APPENDIX C: Summary of Target Weeds

Arundo (*Arundo donax*): Arundo, also known as false bamboo was first introduced into the watershed in the 1960s in an effort to control bank erosion on the Pleasants Creek tributary and in the upper Putah Creek watershed. It has since spread throughout Lower Putah Creek. In WPCP there were 18 occurrences totaling just under half an acre in 2002. Some of these clumps have been treated with perhaps half of the original population remaining. Arundo is best controlled with full coverage sprays of Roundup in fall and winter months.

Black Locust (*Robinia pseudoacacia*): Black locust was introduced into the watershed by early settlers as barrier vegetation for its rapid spiny growth to 50 feet. It is widespread on Lower Putah Creek in clonal stands that sprout from root suckers and that also spread by seed. There are five occurrences in WPCP. Control is by basal bark treatment with 20 percent Garlon 4 (triclopyr) for stems under six inches or by "hack and squirt" treatment (injecting herbicide into frills cut with a machete or hatchet) in wood over six inches in diameter. There are five occurrences scattered throughout the park on both banks.

Catalpa (*Catalpa speciosa*): Catalpa is a short-lived coarse growing tree to 90 feet that has escaped from cultivation and spreads by seed. It has large leaves and is tolerant of heat. The infestation on Putah Creek is incipient with relatively few small trees that are widely scattered. There is one occurrence on the lower terrace of WPCP opposite the mid-point of the Creekside Way development.

Domestic Almond (*Prunus dulcis*): Domestic almond has escaped from commercial nut orchards and colonized lower Putah Creek especially at the top of the bank where its tolerance of summer drought has allowed it to compete with native vegetation, especially oaks and elderberry. It spreads by seed, aided by squirrels that horde the seed in buried caches. The white blooms are conspicuous in February. There are 18 occurrence of domestic almond scattered throughout WPCP on the upper banks. It is controlled with Garlon by basal bark or frill treatment.

English Ivy (*Hedera helix*): English ivy is vine that has escaped from cultivation. It smothers the landscape with vines that climb up trees breaking down branches with the weight of the vines and eventually killing the host tree. It is a reservoir for the disease, bacterial leaf scorch (*Xylella fastidiosa*) that is harmful to oaks and other native vegetation. It is a notorious refuge for rats especially near creek channels. It is evergreen and can grow in deep shade. Birds eat and disperse the berries. There is one occurrence at WPCP below Madrone Court. Basal bark treatments with 20 percent Garlon Herbicide are effective. Repeat treatment is often required.

Eucalyptus (*Eucalyptus sp.*): Eucalyptus was introduced into California during the gold rush and probably arrived in Winters during that time. Eucalyptus was promoted for timber, fuel and windbreaks by early settlers. A 1911 postcard of WPCP has the unmistakable form of a mature eucalyptus tree in the background. The species that occurs most along Putah Creek is River Red Gum (*Eucalyptus camaldulensis*) and it is also the most widely distributed Eucalyptus in the United States and in its native Australia. Eucalyptus forms monoculture stands that are allelopathic (poisonous) to

other plants. At WPCP, beavers have attempted to use saplings even though they are not a preferred food source. This is a likely sign of starvation due to lack of other food sources. The Audubon Society considers Eucalyptus to be a sink for native birds, meaning that eucalyptus trees reduce native bird populations. In creek-wide surveys of birds by river mile, WPCP has the fewest species of birds of any reach from Putah Diversion Dam to Davis. Eucalyptus dominates the lower two-thirds of WPCP on the north bank and is the most upstream population of Eucalyptus on Lower Putah Creek, spreading seeds at high flows to all downstream sites. Eucalyptus grows very rapidly in creek channels where water is abundant and is known to grow up to 1.5 inches in diameter per year on Putah Creek. Due to its large size, it is the most costly weed to control on Putah Creek. Cost of removal is approximately $1,000 per acre per inch of average trunk diameter up to 36 inches. Trees greater than 36 inches in diameter cost thousands of dollars each to remove. Equipment access also affects removal costs. Removal of logs is half the cost of the job, but it is often possible to find beneficial uses of the logs on site as revetments or fill. Due to the high cost of removal, eucalyptus work is best done in stages, creating access routes for equipment and removing the smaller trees so that equipment access routes are established and so that the larger trees can be surveyed and removal contractors can know exactly what the job entails. Seedlings up to three inches can be mowed. Saplings and branches up to twelve inches can be chipped. Larger wood can be used for restoration projects ideally on site or by hauling to other locations. Cut stumps and resprouts can be effectively treated with Roundup Herbicide, full strength as a cut stump treatment or as 5% solution sprayed onto the foliage. The south bank eucalyptus at WPCP was completely removed several years ago but a few seedlings apparently re-established since then. There are 17 occurrence os eucalyptus totaling 3.5 acres on the north bank of WPCP occurring mostly in monoculture stands.

Fig (*Ficus carica*) : Edible fig has escaped from cultivation and is rapidly spreading in the riparian corridor of Putah Creek, aided by fruit eating birds. On the Merced River fig has established large clonal populations from root suckers and is the most significant weed in that watershed. There are four occurrences of fig at WPCP, three on the north bank under the pedestrian crossing, the fourth on the north bank terrace below Creekside Way. There are hundreds of stems of fig on the north bank just upstream of WPCP.

Foxtail barley (*Hordeum jubatum*) is a native perennial grass that becomes weedy in neglected areas. It produces sharp awns (seeds) that lodge in the noses, ears, and feet of pets, and in shoes and socks. It is readily displaced by planting native grasses.

Himalayan blackberry (*Rubus discolor*) : Himalayan blackberry is an extremely invasive shrub that can dominate entire creek channels. It grows four to six feet high and is evergreen at our latitude. It is native to Eurasia. It spreads by underground stems, canes that touch ground or water and root, and by seeds, especially when eaten by birds. Himalayan blackberry impedes flood flows and traps sediment, elevating floodplains especially along the edge of the channel. Almost all of WPCP is lined with Himalayan blackberry along the edge of the channel. While Himalayan blackberry provides some food and shelter for birds, it also harbors rats that prey heavily on bird nests. Control of Himalayan blackberry requires high volumes of dilute (3%) Roundup Herbicide applied in winter months. This requires making trails through berry patches with an enclosed cab tractor. Himalayan blackberry will resprout in the trails because where tops are removed the plant does not absorb the herbicide. Dormant riparian vegetation is unaffected by

Roundup, even when the berries are mixed with dormant stems. Years with early and prolonged rainfall may greatly reduce or eliminate the season in which Himalayan blackberry can be selectively controlled. There are more than three acres of Himalayan blackberry at WPCP.

Milk Thistle (*Silybum marianum.*) is a winter annual herb native to the Mediterranean that grows to eight feet with white marbeling along the veins of dark green leaves that are tipped with woody spines. Milk thistle is most prevalent along the top of banks in sunny areas. Heavy infestations limit the movement of people and wildlife and displace native vegetation. Dense stands produce up to 1.4 million viable seeds per acre. Milk thistle accumulates nitrate to levels that are toxic to grazing animals. Control is most effective in the seedling stage with herbicides that provide residual control of germinating seeds. Milestone (aminopyralid) is particularly effective. Thistle control should be coordinated with native grass restoration to establish weed resistant landscapes

Pepper Tree (*Schinus sp*): Pepper tree is an escaped ornamental that is extremely invasive in Florida and Hawaii and in local areas of California. It is so far uncommon on Putah Creek. There are eight occurrences in WPCP. It can be controlled in winter with basal bark or frill treatments with Garlon Herbicide.

Ripgut brome (*Bromus diandrus)*: is a winter annual grass native to Europe that has spread throughout California occupying waste places and fields at low elevation. It is commonly associated with black walnut and apparently tolerates the natural herbicide (juglone) that suppresses most other undergrowth. Ripgut brome is injurious to pets and produces awns (seeds) that lodge in shoes and socks and are difficult to remove. Control of ripgut brome is best accomplished by displacement with native grasses, especially creeping wild rye after final grade is established. Creeping wild rye can also be established under black walnut. Control is established by seeding the area to native grasses and treating with Roundup Herbicide as a broadcast spray after the brome has germinated but before the native grass emerges.

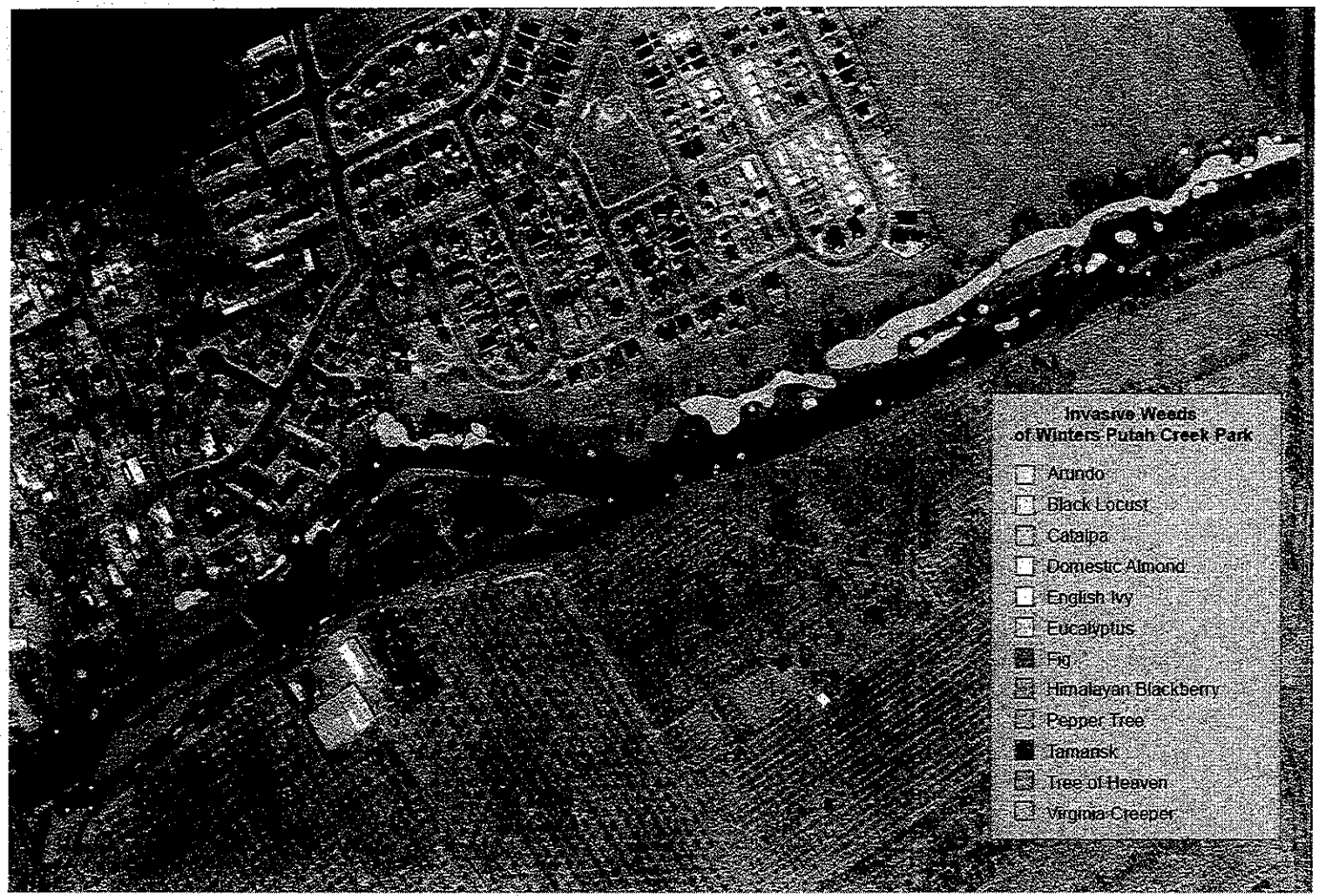
Tamarisk (*Tamarix sp.*): Tamarisk is a highly invasive coniferous shrub with magenta flowers in late March. Like arundo, it was introduced to control erosion but has taken over channels where it then induces erosion. It produces large quantities of small seeds and also spreads by root suckers. It extracts salts from the soil that inhibit other plants from growing in the vicinity. It can completely dominate creek channels. The infestation is noticeably increasing on Putah Creek. It also impedes flood flows, trapping sediment and forming mounds. There are six occurrences of Tamarisk in WPCP. It is controlled with basal bark or frill treatments with 20% Garlon 4 Herbicide or full coverage sprays of 2% Garlon 4 in fall and winter months. It can also be cut to the ground with an excavator-mounted mower and treated with 20% Garlon as a cut stump treatment.

Tree-of-heaven (*Ailanthus altissima*): Tree of Heaven was introduced by Chinese laborers at their camp sites. It is a tree to 40 feet that spreads by root suckers and seeds. It excludes all other vegetation and forms dense clumps. It grows mostly on the tops of banks and apparently does not tolerate flooding. There are 16 occurrences of Tree of Heaven totaling just under one-half acre in WPCP. Control is the same as for tamarisk.

Virginia creeper (*Parthenocissus quinquefolia*): Virginia creeper is an escaped ornamental deciduous vine that appears to have originated with a planting on Dry Creek that is rapidly spreading along Putah Creek in the Winters area. Birds spread the seed. There were two occurrences in 2002 in WPCP. Basal bark treatment with Garlon 4 Herbicide in the fall or winter is effective.

Yellow star thistle (*Centaurea solstitialis)*: Native of Eurasia, yellow start thistle was introduced into California in the gold rush with the onset and spread of alfalfa production. It occurs in clearings with sunny exposures. Milestone Herbicide and Transline Herbicide (chlopyralid) provide excellent control but resistance has been documented from repeat applications of Transline. Native grasses resist invasion by yellow star thistle once established and are the best strategy for long term control of yellow star thistle.

APPENDIX D: Map of Existing Weeds



APPENDIX E: Federal and State Laws Affecting Restoration Work

FEDERAL ENDANGERED SPECIES ACT

Pursuant to the federal ESA, the National Marine Fisheries Service (NMFS) has authority over projects that may result in take of federally listed anadromous fish species. Similarly, the USFWS has authority over projects that may result in take of federally listed wildlife and plant species. Under the ESA, the definition of "take" is to "harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct." USFWS has also interpreted the definition of "harm" to include significant habitat modification that could result in take. If a project has a likelihood that it would result in take of a federally listed species, either an incidental take permit, under Section 10(a) of the ESA, or a federal interagency consultation, under Section 7 of the ESA, is required.

CALIFORNIA ENDANGERED SPECIES ACT

Pursuant to the California Endangered Species Act (CESA) and Section 2081 of the Fish and Game Code, a permit from DFG is required for projects that could result in the take of a statelisted Threatened or Endangered species. Under CESA, "take" is defined as an activity that would directly or indirectly kill an individual of a species, but the definition does not include"harm" or "harass," as the federal act does. As a result, the threshold for a take under the CESA is higher than that under the ESA.

FEDERAL INVASIVE SPECIES LAWS AND REGULATIONS

Executive Order 11312 – Invasive Species (February 3, 1999) directs all federal agencies to prevent and control introductions of invasive non-native species (i.e., pest plants, animals, or other organisms) in a cost-effective and environmentally sound manner to minimize their economic, ecological, and human health impacts. Executive Order 11312 established a national Invasive Species Council composed of federal agencies and departments and a supporting Invasive Species Advisory Committee made up of state, local, and private entities. The Invasive Species Council and Advisory Committee oversee and facilitate implementation of the Executive Order, including preparing a National Invasive Species Management Plan. A number of other federal laws pertain to noxious and invasive weeds, including the Non-indigenous Aquatic Nuisance Prevention and Control Act of 1990 as amended (16 U.S.C.
4701 et seq.); Lacey Act as amended (18 U.S.C. 42); Federal Plant Pest Act (7 U.S.C. 150aa et seq); Federal Noxious Weed Act of 1974 as amended by the Food, Agriculture, Conservation and Trade Act of 1990 (Section 1453 "Management of Undesirable Plants on Federal Lands;" U.S.C. 2801 et seq); and the Carlson-Fogey Act of 1968 (Public Law 90-583). The U.S.Department of Agriculture and other federal agencies maintain lists of pest plants of economic or ecological concern.

STATE INVASIVE SPECIES LAWS AND REGULATIONS

A number of state laws and regulations pertain to preventing the spread of non-native invasive species (i.e., pest plants, animals, or other organisms). Section 403 of the California Food and Agricultural Code (FAC) directs the California Department of Agriculture (CDFA) to "prevent the introduction and spread of injurious insect or animal pests, plant diseases, and noxious weeds."

FAC Section 5004 defines a noxious weed as follows: "Noxious weed means any species of plant that is, or is liable to be, troublesome, aggressive, intrusive, detrimental, or destructive to agriculture, silviculture, or important native species, and difficult to control or eradicate, which the director, by regulation, designates to be a noxious weed. In determining whether or not a species shall be designated a noxious weed for the purposes of protecting silviculture or important native plant species, the director shall not make that designation if the designation will be detrimental to agriculture." The state-listed noxious weeds are indicated in Section 4500 of the CCR.

CDFA develops and enforces regulations created to protect California from the importation, cultivation, and spread of plant species that are deemed "noxious" by law. Plant species that have been designated as noxious weeds may be subject to various restrictions including the statutory provisions for weed-free areas, California Seed Law, and noxious weed management. Management or control activities taken against noxious weeds may both protect California's agricultural industry and important native species.

CALIFORNIA PEST AND NOXIOUS WEED RATINGS

State-listed pests, including noxious weeds, are rated A, B, C, D, or Q based on CDFA's view of the statewide importance of the pest, the likelihood that eradication or control efforts would be successful, and the present distribution of the pest within the state. The ratings guide CDFA, county agricultural commissioners, and others regarding appropriate actions to take. "A" ranked pests are organisms of known economic importance and are subject to state enforced actions involving eradication, quarantine, containment, rejection, or other holding actions. "B" ranked pests are similar to "A" ranked pests, but actions taken to control them are at the discretion of the individual county agricultural commissioner. "B" ranked pests also includes organisms subject to state actions and eradication only when found in a nursery. "C" ranked
pests include organisms subject to no state enforced action outside of nurseries except to retard spread. "C" ranked pests are controlled at the discretion of the county agricultural commissioners. "Q" ranked pests are organisms or disorders requiring temporary "A" action pending determination of a permanent rating. The organism is suspected to be of economic importance but its status is uncertain because of incomplete identification or inadequate information. "D" ranked organisms include parasites, predators, and organisms of little or no economic importance that require no action.

Eleven invasive weed species were recently determined by CDFA to present a serious threat and are in the process of being added to the list of noxious weed species. They include the following species located within the lower Putah Creek watershed: *Ailanthus altissima* (tree of heaven); *Arundo donax* (giant reed); *Cortaderia jubata* (jubata grass); and *Tamarisk chinensis*, *T. gallica*, *T. parviflora*, and *T. ramosissima* (salt cedar). Additional invasive weeds within the watershed are already designated as state noxious weeds. The status of invasive weeds within the watershed is provided in the Invasive Weeds section in Chapter 7, "Invasive Weeds."

CALIFORNIA ENVIRONMENTAL QUALITY ACT

The California Environmental Quality Act (CEQA), encoded in Sections 21000 et seq of the Public Resources Code (PRC) with Guidelines for implementation codified in the California Code of Regulations (CCR), Title 14, Chapter 3, Sections 15000 et seq.,

requires state and local public agencies to identify the environmental impacts of proposed discretionary activities or projects, determine if the impacts will be significant, and identify alternatives and mitigation measures that will substantially reduce or eliminate significant impacts to the environment. State owned properties are subject to the provisions of Public Resources Code Section 5024 and 5024.5

Historical resources are considered part of the environment and a project that may cause a substantial adverse effect on the significance of a historical resource is a project that may have a significant effect on the environment. The definition of "historical resources" is contained in Section 15064.5 of the CEQA Guidelines.

This list is not meant to be a comprehensive and complete list of applicable environmental regulations.

APPENDIX F: Communication Plan

Purpose of this Plan

This plan is intended to:

- Keep Winters citizens appraised of restoration plans and progress
- Notify affected property owners of pending spraying, tree cutting, vegetation removal, and other large projects such as creek bed restructuring
- Notify citizens of planned cleanups, plantings, and other opportunities for volunteer activities

Responsibilities and Mechanisms

To announce plans for restoration, proposed and successful grant applications, and other news of general interest:

- The LPCCC will update the City and the WPCC,
- The City and the WPCC will coordinate preparation of press releases

When there are major restoration efforts planned such as: tree or vegetation removal, and spraying:

- The City will coordinate schedules with LPCCC and notify both the WPCC and affected property owners.
- The City will provide press releases to the Express and City Newsletter (if possible) for activities that are scheduled more than four weeks in advance.

For shorter-schedule work such as spraying and minor vegetation removal the City will distribute handbills and use phone trees and email lists to inform affected property owners at least 48 hours in advance of work. Signs to be posted in affected areas along trails and at access points will be coordinated with applicator and public works staff.

For cleanups, plantings, and similar activities the WPCC will coordinate with the Putah Creek Council and issue press releases in the Express, City Newsletter, phone trees and to email lists one or more weeks in advance.

Development and Maintenance of Contact Information

Contact information including emails will be solicited from all interested citizens attending WPCC meetings, cleanups and other sources. This contact information will include participant's preference for receiving information and notices and be used to distribute appropriate Putah Creek Nature Park project information to interested or affected parties. The WPCC will be responsible for maintaining the lists and conveying updates to the City. The LPCCC may be available to assist with these tasks.

APPENDIX G: Grant Opportunities

Current Grants

The City has grant funds remaining in the amount of $19,900 to build trails, install signage, and construct a kiosk.

A $1.2 million grant from the Wildlife Conservation Board that has been used for restoration work over the entire watershed expires in August 2007. Almost all of the weed removal on Putah Creek has been funded by this grant.

A California River Parkways grant in the amount of $452,000 has been received that will fund removal of the percolation dam.

The Department of Water Resources (DWR) Urban Streams Restoration Program funded a grant in the amount of $345,440 to restore the south bank of Putah Creek below the confluence with Dry Creek and other improvements on Dry Creek below Highway 128. An extension of this grant through May 2008 has been requested to allow installation of rock weirs and other bank-protection measures.

A proposal submitted under the Department of Water Resources CALFED Watershed program to follow-up on weed removal and other projects in the Dry Creek and Nature Park areas was approved in August 2007. The $536,490 grant will enhance the continuity of wildlife migration corridors, deter unauthorized vehicle access, stabilize eroding banks, reduce sediment loading, deter illegal dumping and beautify the most visible reaches of Putah Creek and contiguous portions of the Dry Creek tributary by installing a 15-foot wide native vegetation hedgerow (removing weeds and infilling existing native vegetation) along three miles of south bank of Lower Putah Creek on the southern boundary of the City of Winters; and extend bank re-vegetation of Dry Creek on the southwestern boundary of Winters. The project will feature rock vanes installed by a geomorphologist, native vegetation hedgerow and oak woodland plantings on both banks.

Planned Grant Applications

One more round of funding will be available through the California River Parkways program under Proposition 50. The LPCCC intends to submit a proposal for geomorphic restoration (re-design of the creek channel) under this program. A total statewide appropriation of $20.5 million has been proposed for 2007-8.

If the DWR Urban Streams grant is not extended, a follow up grant application could be submitted in the fall of 2007.

The California Parks Department Off-Highway Vehicle (OHV) Program funds projects to prevent damage by unauthorized use of OHVs including a past grant for vehicle barriers and restoration f areas damaged by OHVs beneath Highway 505. A new grant request for approximately $50,000 is proposed to extend existing vehicle barriers along Putah Creek Road and to provide for more robust vehicle barrier gates where needed.

The Cal/EPA Integrated Waste Management Board Farm and Ranch Cleanup Program has provided grants for removal of solid wastes from agricultural lands along Putah Creek. The City of Winters and LPCCC are proposing a new grant for cleanup of

agricultural lands on Dry Creek below Highway 128. IWMB is also interested in sponsoring spring creek cleanup grants much like the California Coastal Commission sponsors Coastal Cleanup Day each fall.

Solano County Water Agency has budgeted $2 million for capital improvement projects throughout Lower Putah Creek in accordance with the Lower Putah Creek Watershed Management Action Plan.

CITY OF WINTERS CALIFORNIA

COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chairperson and Agency Members

DATE : December 18, 2007

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

FROM: Cas Ellena, Redevelopment & Economic Development Director

SUBJECT: Resolution No. 2007-64 of the Community Development Agency Submitting the Annual Redevelopment Report to Legislative Body, State Controllers Office and State Housing & Community Development Department for Fiscal Year Ending June 30, 2007 to the City Council

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Requested CDA Action: Approve Resolution submitting the Annual Redevelopment Report to Legislative Body, State Controllers Office and State Housing & Community Development Department for Fiscal Year Ending June 30, 2007 to the City Council

Summary: Section 33080.1 of Community Redevelopment Law of the State of California, Health and Safety Code ("CRL"), requires that each redevelopment agency within the State of California present an annual report to its legislative body within six months of the end of the agency's fiscal year. Each agency is also required to transmit to the California State Controller's Office the agency's financial statement information for the fiscal year ending June 30, 2006, within six months of the end of the agency's fiscal year (December 31, 2007) and transmit to the State Department of Housing and Community Development the agency's low-and moderate-income housing activity statistics for the same fiscal period.

The Community Development Agency of the City of Winters ("Agency") 2006-07 Annual Report consists of various financial and performance information for the Winters Community Development Agency Project Area comprised of the following:

1) Independent Financial Audit and Financial Statement
2) Report to the State Controller's Office
3) Report to the State Department of Housing and Community Development
4) Accounting of Housing and Displacement Activities
5) Summary of the Agency's Efforts to Alleviate Blight in the Project Area
6) Loan Report identifying any loans made by the Agency that are $50,000 or more and which are in default or non-compliance with the terms of the loan.
7) Description of Agency-owned Property

These materials are described below:

Independent Financial Audit and Financial Statement

The CDA's Independent Financial Audit and Fiscal Statement for Fiscal Year 2006-07 is on file with the Director of Financial Management. An independent auditor conducted an audit on the Agency's financial statements and each major fund of the Agency for the year ending June 30, 2007. The auditors opinion is that the financial statements of the Agency present fairly, in all material respects, the respective financial position of the Agency's governmental activities and each major fund of the Agency as of June 30, 2007 and the respective changes in the financial position thereof and the respective budgetary comparison for the Housing Set-Aside Fund for the fiscal year then ended, in conformity with accounting principles generally accepted in the United States of America. The auditor's analysis and financial highlights concluded that the assets of the Agency exceeded its liabilities by $ 4,017,195, at the government-wide level. Of the Agency's $22,746,376 Total Assets $3,866,114 is restricted for housing projects, $846,272 is restricted for debt service and the remaining amount relates to capital assets or is unrestricted. The audit also determined that the Agency's governmental funds reported ending fund balances of $18,337,111, ($3,536,702 for the Housing Set-Aside Special Revenue Fund, $1,107,759 for the Debt Service Fund, and $13,692,650 for the Capital Projects Funds).

Report to the State Controller's Office

The Report to the State Controller's Office is a compilation of the materials described within this staff report. California Redevelopment Law requires these materials to be sent to the State Controller's Office within six months of the end of the CDA's fiscal year (by December 31, 2007).

Report to the State Department of Housing and Community Development (HCD)

Attached is a draft HCD report for the City Council's review. California Redevelopment Law requires the HCD Report to be submitted within six months of the end of the CDA's fiscal year (by December 31, 2007). This report can be transmitted electronically.

Accounting of Housing and Displacement Activities

CRL Section 33080.1 (a)(2)(c), requires a description of the Agency's affordable housing activities in the 2006-07 fiscal year. Accordingly, the following has been identified:

1) Displacement: There were no non-elderly or elderly households that were displaced or moved from their dwelling units as part of a redevelopment project of the Agency during the 2006-07 fiscal year.
2) Housing Activities: On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

Summary of the CDA's Efforts to Alleviate Blight in the Project Area ("Blight Progress Report")

CRL Section 33080.1 (a)(2)(d), requires a description of the CDA's progress, including specific actions and expenditures, in alleviating blight in the previous fiscal year. In its 2003-2008 Implementation Plan (the "Implementation Plan"), the CDA identifies various goals and objectives to alleviate blight in the Project Area. The Implementation Plan lists the CDA's five-year plan for the elimination of blight. This Blight Progress Report is described in a manner corresponding to the goals and objectives described in the Implementation Plan.

The overall goal of the CDA is to maximize the potential benefits of the CDA to the community, while preserving the historical ambiance and quality of life in Winters. In order to achieve these goals, the CDA has identified objectives that are designed to alleviate blighting conditions in the project area:

1) Objective: To provide a stable, diversified and stronger economic base for the Project Area and Community.

   Accomplishment: On August 16, 2005, the CDA authorized the lease and sublease of the second floor and a portion of the first floor of a property in downtown Winters, for a period of 10-years in order to retain the Palms

Playhouse (the "Palms") in downtown Winters. The Palms acts as an anchor tenant for the downtown, attracting a significant number of visitors from the region, expanding the "open" hours of the downtown, and bringing vibrancy thereby benefiting other downtown businesses and promoting economic development. The lease savings realized by the Palms is required to be re-invested in the Palms production for marketing, on-going improvements and toward an improved sound system which enables the Palms to attract a higher level of musical talent.

2) Objective: To provide safer, more efficient, and economical movement of persons and goods within the Project Area and community.

   Accomplishment: In March 2006, the CDA approved the Downtown Master Plan which provides a vision for the overall economic and capital development of the central business district of downtown Winters. This adopted document includes a variety of plans and policies which represent key steps in achieving the overall build-out of the area including pedestrian improvements, street improvements, parking improvements, alley way improvements etc. On October 17, 2006 the CDA authorized a $20,000 budget to begin the implementation of programs for the economic development projects as outlined in the Master Plan. In March of 2007, the CDA released a Request for Proposal for Engineering and Design Services for the Downtown Streetscape Improvement Project. Through an agreement approved on August of 2007, and amended October of 2007, the CDA authorized $1.3 million for Rick Engineering to take the CDA through the construction document phase for the Downtown Streetscape Improvement Program. Improvements including pedestrian improvements, bulb-outs at Main Street and Railroad Avenue. It is anticipated that the project will be constructed by the fall of 2008.

3) Objective: To conserve and improve existing public facilities and to provide such new facilities as needed for the improvement of the Project Area.

   Accomplishment: In 2006/07 the CDA expended $725,000 toward the development of a City/ School District swimming pool and over $600,000 toward the development of the Rotary Park / City Parking Lot and restrooms, the Community Center Shade structure, downtown bike racks, softball field improvements, and the Downtown Façade program. The Rotary Park /City Parking Lot project resulted in the creation of a Downtown Park at one of the City's main corners which acts as a gathering place for activities and events such as harvest markets, tree lighting ceremonies, etc. attracting visitors and patrons to the downtown and benefitting local businesses. The Project resulted in a net gain of 57 new parking spaces, from 65 on-site/off-site spaces to 122 on-site/off-site spaces (56 additional on-site spaces and 1 additional off-site space).

4) Objective: To enhance the physical environment of the Project Area and to emphasize its favorable environmental characteristics.

Accomplishment: On September 7, 2004, the CDA approved the Downtown Façade Improvement Program (DFIP), including the Guidelines, Agreement, Application, Rebate Claim Form, and Sample Façade Maintenance Easement needed to implement the program; and authorized CDA tax increment funds for its implementation. The CDA has continued to offer and provide funds for this program each year.

5) Objective: To maximize opportunities for the revitalization, expansion and development of commercial and industrial uses within the Project Area.

Accomplishment: In February 2007, the CDA purchased 23 Main Street in downtown Winters from the Barbour/Whitworth Family for $174,178.45. The CDA intends to provide for a permanent ten foot access easement through the property from the alley to Main Street for pedestrian purposes, as identified in the Downtown Master Plan. The Winters Center for the Arts has the option to lease back or purchase the property provided they have a bona fide development proposal for the construction of an Art Center building on the site which would be used by the Winters Center for the Arts and the public.

6) Objective: To improve and increase the community's supply of affordable housing in a manner consistent with the Housing Element of the General Plan and the policies of California Community Redevelopment Law – Consistent with Community Redevelopment Law of the State of California, Health & Safety Code Sections 33000 et seq., increase, improve, and expand the community's supply of affordable housing.

3) Accomplishment: On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters

II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

Objective: To accomplish these goals with minimum displacement of any property owner, resident or business person who may wish to remain within the Project Area.

Accomplishment: No property owners, residents or business owners were displaced due to CDA efforts.

Loan Report:

CRL Section 33080.1 (a)(2)(e), requires a list of and status report on, all loans made by the redevelopment agency that are fifty thousand dollars or more, that in the previous fiscal year were in default or not in compliance with the terms of the loan approved by the CDA. There are no loans in default or not in compliance with the terms of the loan.

Description of Agency-owned Property

CRL Section 33080.1 (a)(2)(f), requires a description of the total number of and nature of properties that the Agency owns and those properties the agency acquired in the 2005-06 fiscal year.

1) Railroad Avenue and Main Street Lot

   Address: East Side of Railroad Ave. between Abbey St and Main St, Winters
   Parcel #: APN 003-224-01
   Cost of Purchase: $120,000

   In September 2004, the CDA purchased the above mentioned property from the City for the purpose of moving forward with the development of a mixed-use project on the site and the master plan build out of the Main Street Village block. The CDA paid the appraised value of $120,000. The property has an area of 18,949 square feet or .44 acres, is zoned C-2 (Central Business District) and has no known development constraints. The property is located within the Project Area.

   On October 2, 2006, the CDA authorized staff to move forward with a Disposition and Development Agreement with Monticello Investors for the development of a mixed use project and the disposition of the property. Staff and developer are currently negotiating the development of the DDA.

2) Winters II Affordable Housing Complex Property

Address: 110 East Baker Street, Winters
Parcel #: APN 003-370-15
Cost of Purchase: $460,000

On October 19, 2004, the CDA authorized the expenditure of funds, for the purchase a 1.71 vacant parcel at 110 East Baker (the Property"), at its $460,000 appraised value, for the development of the Winters II Affordable Housing Project. The CDA became the owner on title on November 19, 2004. On March 1, 2005, the CDA entered into an Agreement to Negotiate Exclusively with the Community Housing Opportunities Corporation ("CHOC") to prepare a Disposition and Development Agreement with respect to the Property. In August of 2006, the CDA approved a Ground Lease with Bruhn Orchards Housing Associates, L.P., a California Limited Partnership that was established by CHOC, which provides for a long term lease of the Property for $1.00 per year and which provides for the development of the Property. The CDA provided a predevelopment loan in the amount $50,000, a development loan in the amount $150,000, and a grant of $1,400,000 for the project. The two loans are on favorable terms. The CDA also picked up a portion of closing costs for the project. Additionally, the City of Winters was awarded a HOME grant in 2005 and the City is loaning $2,850,280 of the HOME funds to CHOC for the Winters II project under favorable terms The Winters II project is anticipated to be ready for occupancy in January of 2008 and offers a total of 34 very-low income units: 7 at 35% of median income; 7 at 40% of median income; and 20 at 50% of median income.

3) 23 Main Street

Address: 23 Main Street
Parcel #: 003-204-12-1
Cost of Purchase: $174,178.45

In February 2007, the CDA purchased 23 Main Street in downtown Winters from the Barbour/Whitworth Family for $174,178.45. The CDA intends to provide for a permanent ten foot access easement through the property from the alley to Main Street for pedestrian purposes, as identified in the Downtown Master Plan. The Winters Center for the Arts has the option to lease back or purchase the property provide they have a bona fide development proposal for the construction of an Art Center building on the site which would be used by the Winters Center for the Arts and the public.

ATTACHMENTS:
- Independent Financial Audit and Financial Statement
- Report to the State Department of Housing and Community Development
- Resolution No. 2007-64

RESOLUTION NO. 2007-64

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS CALIFORNIA ("CDA"), SUBMITTING THE REDEVELOPMENT ANNUAL REPORT FOR FISCAL YEAR ENDING JUNE 30, 2007 TO THE CITY COUNCIL OF THE CITY OF WINTERS

WHEREAS, Section 33080.1 of Community Redevelopment Law of the State of California, Health and Safety Code, requires that each redevelopment agency within the State of California present an annual report to its legislative body within six months of the end of the agency's fiscal year; and

WHEREAS, the Community Development Agency of the City of Winters has prepared the 2006-07 Annual Report containing various financial and performance information for the Winters Community Development Agency Project Area for submission to the City Council.

NOW, THEREFORE, BE IT RESOLVED by the Community Development Agency of the City of Winters that it has submitted the Redevelopment Annual Report for Fiscal Year ending June 30, 2007 to the City Council of the City of Winters.

DULY AND REGULARLY ADOPTED this 18th day of December, 2007.

COMMUNITY DEVELOPMENT AGENCY
OF THE CITY OF WINTERS

_____
Chairperson

ATTEST:

_____
Nanci Mills, Agency Clerk

WINTERS COMMUNITY DEVELOPMENT AGENCY

FINANCIAL STATEMENTS

JUNE 30, 2007

WINTERS COMMUNITY DEVELOPMENT AGENCY
Financial Statements
June 30, 2007

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MOSS, LEVY & HARTZHEIM LLP
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INDEPENDENT AUDITOR'S REPORT

Members of the Board of the Winters Community Development Agency
Winters Community Development Agency
Winters, California

We have audited the accompanying financial statements of the governmental activities and each major fund of the Winters Community Development Agency, a component unit of the City of Winters, California, as of and for the fiscal year ended June 30, 2007, which collectively comprise the Agency's basic financial statements, as listed in the table of contents. These financial statements are the responsibility of the Agency's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Governmental Auditing Standards* issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance as to whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of the Winters Community Development Agency as of June 30, 2007, and the respective changes in the financial position thereof and the respective budgetary comparison for the Housing Set-Aside Fund for the fiscal year then ended, in conformity with accounting principles generally accepted in the United States of America.

The Agency has not presented Management's Discussion and Analysis that the Governmental Accounting Standards Board has determined is necessary to supplement, although not required to be part of, the basic financial statements.

In accordance with *Government Auditing Standards*, we have also issued our report dated August 31, 2007, on our consideration of the Agency's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control on financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting and compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be read in conjunction with this report in considering the results of our audit.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Agency's basic financial statements. The budgetary comparison Schedule of the Capital Projects Fund is presented for purposes of additional analysis and is not a required part of the basic financial statements. The budgetary comparison Schedule of the Capital Projects Fund has been subjected to the auditing procedures applied in our audit of the basic financial statements and, in our opinion, is fairly presented, in all material respects, in relation to the basic financial statements taken as a whole.

Moss, Levy & Hartzheim

Moss, Levy & Hartzheim, LLP
Beverly Hills, California
August 31, 2007

WINTERS COMMUNITY DEVELOPMENT AGENCY
STATEMENT OF NET ASSETS
JUNE 30, 2007

ASSETS

	Governmental Activities
Cash and investments	$ 6,753,434
Restricted cash and investments	11,486,225
Interest receivable	78,150
Accounts receivable	130,057
Notes receivable	329,412
Deferred charges - net of accumulated amortization	966,530
Capital assets - net of accumulated depreciation	3,002,568
Total Assets	22,746,376

LIABILITIES

Accounts payable	110,755
Interest payable	261,487
Long-term liabilities:	
Due in one year	280,000
Due in more than one year	18,076,939
Total Liabilities	18,729,181

NET ASSETS

Restricted for:	
Debt service	846,272
Low and moderate income housing	3,866,114
Capital projects	8,850,618
Total restricted net assets	13,563,004
Unrestricted	(9,545,809)
Total Net Assets	$ 4,017,195

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2007

		Program Revenue			Net (Expense)
	Expenses	Charges for Services	Capital Grants and Contributions	Operating Grants and Contributions	Revenue and Changes in Net Assets
Governmental Activities					
Expenses:					
Legal and professional	$ 115,316	$ -	$ -	$ -	$ (115,316)
Administration	268,357				(268,357)
Community development	1,472,267		475,000		(997,267)
Pass-through agreements	311,472				(311,472)
Interest on long-term debt	456,876				(456,876)
Total	$ 2,624,288	$ -	$ 475,000	$ -	(2,149,288)
General revenues:					
Taxes:					
Incremental property taxes					2,100,794
Use of money and property					374,603
Miscellaneous					1,890
Total general revenues					2,477,287
Change in Net Assets					327,999
Net Assets - Beginning of Fiscal Year					3,689,196
Net Assets - End of Fiscal Year					$ 4,017,195

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2007

	Housing Set-Aside Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash and investments	$ 2,022,848	$ 11,630	$ 4,718,956	$ 6,753,434
Restricted cash and investments with fiscal agent	1,466,595	1,169,012	8,850,618	11,486,225
Notes receivable	329,412			329,412
Accounts receivable	26,790		103,267	130,057
Interest receivable	21,628	7,459	49,063	78,150
Total Assets	$ 3,867,273	$ 1,188,101	$ 13,721,904	$ 18,777,278
LIABILITIES				
Accounts payable	$ 1,159	$ 80,342	$ 29,254	$ 110,755
Deferred revenue	329,412			329,412
Total Liabilities	330,571	80,342	29,254	440,167
FUND BALANCES				
Reserved for:				
Debt service		1,107,759		1,107,759
Low and moderate income housing	3,536,702			3,536,702
Unreserved, designated			350,000	350,000
Unreserved, undesignated			13,342,650	13,342,650
Total Fund Balances	3,536,702	1,107,759	13,692,650	18,337,111
Total Liabilities and Fund Balances	$ 3,867,273	$ 1,188,101	$ 13,721,904	$ 18,777,278

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET ASSETS
JUNE 30, 2007

FUND BALANCES - GOVERNMENTAL FUNDS	$ 18,337,111
Amounts reported for Governmental Activities in the Statement of Net Assets are different from those reported in the Governmental Funds because of the following:	
Capital assets used in Governmental Activities are not current assets or financial resources and therefore are not reported in the Governmental Funds.	3,002,568
Certain notes receivable are not available to pay for current period expenditures and, therefore are offset by deferred revenue in the Governmental Funds.	329,412
Accrued interest payable from the current portion of interest due on long-term debt has not been reported in the Governmental Funds.	(261,487)
The assets and liabilities below are not due and payable in the current period and therefore are not reported in the Governmental Funds:	
Deferred charges	966,530
Bonds payable	(18,340,000)
Compensated absences	(16,939)
NET ASSETS OF GOVERNMENTAL ACTIVITIES	$ 4,017,195

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2007

	Housing Set-Aside Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
REVENUES				
Property tax increment revenue	$ 420,158	$ 1,680,636	$ -	$ 2,100,794
Use of money and property	147,070	23,248	204,285	374,603
Miscellaneous	642		476,890	477,532
Total Revenues	567,870	1,703,884	681,175	2,952,929
EXPENDITURES				
Current:				
Legal and professional	5,994		109,322	115,316
Administration	64,418		203,939	268,357
Community development	1,391,409		56,600	1,448,009
Pass-through agreements			311,472	311,472
Capital outlay			1,464,694	1,464,694
Debt service:				
Principal	70,000	205,000		275,000
Interest	132,993	139,434		272,427
Bond issue costs		613,589		613,589
Total Expenditures	1,664,814	958,023	2,146,027	4,768,864
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(1,096,944)	745,861	(1,464,852)	(1,815,935)
OTHER FINANCING SOURCES (USES)				
Proceeds from issuance of long-term debt		11,470,000		11,470,000
Transfers in	1,466,595		10,198,245	11,664,840
Transfers out		(11,664,840)		(11,664,840)
Total Other Financing Sources (Uses)	1,466,595	(194,840)	10,198,245	11,470,000
NET CHANGE IN FUND BALANCES	369,651	551,021	8,733,393	9,654,065
FUND BALANCES, BEGINNING OF FISCAL YEAR	3,167,051	556,738	4,959,257	8,683,046
FUND BALANCES, END OF FISCAL YEAR	$ 3,536,702	$ 1,107,759	$ 13,692,650	$ 18,337,111

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
RECONCILIATION OF THE
GOVERNMENTAL FUNDS STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2007

The schedule below reconciles the Net Changes in Fund Balances reported on the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances, which measures only changes in current assets and current liabilities on the modified accrual basis, with the Change in Net Assets of Governmental Activities reported in the Statement of Activities, which is prepared on the full accrual basis.

NET CHANGE IN FUND BALANCES	$ 9,654,065
Amounts reported for governmental activities in the Statement of Activities are different because of the following:	
Certain notes receivable are reported in the governmental funds as expenditures and then offset by a deferred revenue as they are not available to pay current expenditures. This amount is the net change between notes receivable collected and issued	149,358
CAPITAL ASSET TRANSACTIONS	
Governmental Funds report capital outlays as expenditures. However, in the Statement of Activities the cost of those assets is capitalized and allocated over their estimated useful lives and reported as depreciation expense.	
Capital outlay expenditures are therefore added back to fund balance	1,329,691
Depreciation expense not reported in Governmental Funds	(39,251)
LONG-TERM DEBT ISSUANCE	
The issuance of long-term debt provides current financial resources to governmental funds. Issuance of bond principal is an other financing source on the governmental funds, but the issuance increases long-term liabilities in the statement of net assets.	(11,470,000)
The issuance of long-term debt creates bond issue costs to governmental funds. Bond issue costs are debt service expenditures on the governmental funds statements, but bond issue costs are a long-term asset in the statement of net assets.	613,589
ACCRUAL OF NON-CURRENT ITEMS	
The amounts below included in the Statement of Activities do not provide or (require) the use of current financial resources and therefore are not reported as revenue or expenditures in Governmental Funds (net change during current period):	
Deferred charges – amortization	(14,688)
Interest payable	(169,761)
Principal repayment of bonds	275,000
Compensated absences	(4)
CHANGE IN NET ASSETS OF GOVERNMENTAL ACTIVITIES	$ 327,999

See accompanying notes to financial statements

WINTERS COMMUNITY DEVELOPMENT AGENCY
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
HOUSING SET-ASIDE SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2007

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
REVENUES				
Property tax increment revenue	$ 350,787	$ 350,787	$ 420,158	$ 69,371
Use of money and property	129,264	129,264	147,070	17,806
Miscellaneous			642	642
Total Revenues	480,051	480,051	567,870	87,819
EXPENDITURES				
Current:				
Legal and professional	25,000	25,000	5,994	19,006
Adminstration	96,064	96,064	64,418	31,646
Community development	1,450,000	1,450,000	1,391,409	58,591
Debt service:				
Principal	70,000	70,000	70,000	
Interest	132,993	132,993	132,993	
Total Expenditures	1,774,057	1,774,057	1,664,814	109,243
Excess of Revenues over (under) Expenditures	(1,294,006)	(1,294,006)	(1,096,944)	197,062
OTHER FINANCING SOURCES (USES)				
Transfers in			1,466,595	1,466,595
Total Other Financing Sources (Uses)			1,466,595	1,466,595
NET CHANGE IN FUND BALANCE	(1,294,006)	(1,294,006)	369,651	1,663,657
FUND BALANCE, BEGINNING OF FISCAL YEAR	3,167,051	3,167,051	3,167,051	
FUND BALANCE, END OF FISCAL YEAR	$ 1,873,045	$ 1,873,045	$ 3,536,702	$ 1,663,657

See accompanying notes to financial statements

NOTE 1 – DESCRIPTION AND SIGNIFICANT ACCOUNTING POLICIES

A. Organization and Purpose

The Winters Community Development Agency (Agency) was established under the provisions of the Community Redevelopment Law (California Health and Safety Code, commencing with Section 33000). The primary purpose of the Agency is to eliminate blighted areas by encouraging and assisting development of residential, commercial, industrial, recreational, and public facilities. The Agency receives incremental tax revenues on the developed property due to increases in assessed value. The Agency functions as an independent entity and its policies are determined by the Council of the City in a separate capacity as members of the Community Development Agency (Board). All staff work is performed by the officials and staff of the City, or by consultants to the Agency.

The Agency is a separate legal entity subject to oversight by the City Council of Winters (Council). As the primary governing unit of the Agency, the Council exercises significant financial and management control over the Agency.

The Agency is an integral part of the City of Winters and, accordingly, the accompanying financial statements are included as a component of the basic financial statements prepared by the City. A component unit is a separate governmental unit, agency, or nonprofit corporation which, when combined with all other component units, constitutes the reporting entity as defined in the City's basic financial statements.

B. Basis of Presentation

Government-wide Statements: The Statement of Net Assets and the Statement of Activities include the financial activities of the overall Agency government. Eliminations have been made to minimize the double counting of internal activities.

The Statement of Activities presents a comparison between direct expenses and program revenues for each function of the Agency's activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the Agency's funds. Separate statements for each governmental fund are presented. The emphasis of fund financial statements is on major individual funds, each of which is displayed in a separate column. The Agency considers all its funds to be major funds.

NOTE 1 – DESCRIPTION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

C. Major Funds

Governmental Accounting Standards Board Statement No. 34 defines major funds and requires that the Agency's major governmental type funds be identified and presented separately in the fund financial statements. Major funds are defined as funds that have either assets, liabilities, revenues, or expenditures equal to ten percent of their fund-type total and five percent of the grand total. The Agency has determined that all of its funds are major funds.

The Agency reported the following major governmental funds in the accompanying financial statements:

Housing Set-Aside Special Revenue Fund – This fund accounts for the portion of City and County tax increment funds received for redevelopment related purposes and set aside for low-and-moderate-income housing.

Capital Projects Fund – This fund accounts for redevelopment project and capital outlays.

Debt Service Fund – This fund accounts for debt service payments on the Agency's long-term debt issues.

D. Basis of Accounting

The government-wide financial statements are reported using the economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when *earned* and expenses are recorded at the time liabilities are *incurred*, regardless of when the related cash flows take place.

Government funds are reported using the *current financial resources* measurement focus and the *modified accrual* basis of accounting. Under this method, revenues are recognized when *measurable and available.* The Agency considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after fiscal year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. Capital asset acquisitions are reported as *expenditures* in governmental funds. Proceeds of long-term debt is reported as *other financing sources.*

Non-exchange transactions, in which the Agency gives or receives value without directly receiving or giving equal value in exchange, include property taxes, grants, entitlements, and donations. On the accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations are recognized in the fiscal year in which all eligibility requirements have been satisfied.

NOTE 1 – DESCRIPTION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Accounting Policies

Revenue

The Agency's primary source of revenue is property taxes, referred to in the accompanying component unit financial statements as "incremental property taxes". Property taxes allocated to the Agency are computed in the following manner:

a. The assessed valuation of all property in the Project Area is determined on the date of adoption of the Redevelopment Plan by a designation of a fiscal year assessment role.

b. Property taxes related to any incremental increase in assessed values after the adoption of a Redevelopment Plan are allocated to the Agency; all taxes on the "frozen" assessed valuation of the property are allocated to the City and other districts receiving taxes from the project area.

The Agency has no power to levy tax but does receive tax increment revenue from the City's property tax through Yolo County. Any legislative property tax reduction would lower the amount of tax revenues that would otherwise be available to pay the principal and interest on bonds or loans from the City. Conversely, any increase in the tax rate or assessed valuation or any elimination of present exemptions would increase the amount of tax revenues that would be available to pay principal and interest on bonds or loans from the City.

The Agency is also authorized to finance the Redevelopment Plan from other sources, including assistance from the City, the State and federal governments, interest income, and the issuance of Agency debt.

Property Taxes

Property taxes in the State of California are administered for all local agencies at the county level, and consist of secured, unsecured, and utility tax rolls. The following is a summary of major policies and practices relating to property taxes.

Property Valuations and Tax Levies

The California Community Redevelopment Law provides that assessed valuations of a redevelopment project are, in effect, frozen at the level existing when the redevelopment plan is adopted, and all property taxes produced from this valuation continue to flow to all public agencies levying taxes on property in the project. Taxes produced from any increases in the assessed valuation of a project over the "frozen base" may be allocated to a redevelopment agency to pay or repay costs incurred on behalf of the project. The assessed valuation of a project may be temporarily or permanently reduced below the frozen base as a result of ownership of property by a redevelopment agency pending resale to a developer (temporary), or because a permanent reduction of the assessed valuation will cause a concurrent reduction of the frozen base so that the production of tax increment income from new development will not be impaired.

NOTE 1 – DESCRIPTION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

E. Accounting Policies (Continued)

Tax Levy Dates

All lien dates attach annually on January 1 preceding the fiscal year for which the taxes are levied. The fiscal year begins July 1 and ends June 30 of the following year. Taxes are levied on both real and secured personal property as it exists at that time. Liens against real estate, as well as the tax on personal property, are not relieved by subsequent renewal or change in ownership.

Tax Collections

The county tax collector is responsible for all property tax collections. Taxes and assessments on secured and utility rolls which constitute a lien against the property, may be paid in two installments; the first installment is due on November 1 of the fiscal year and is delinquent if not paid by December 10, the second installment is due on March 1 of the fiscal year and is delinquent if not paid by April 10. Unsecured personal property taxes do not constitute a lien against real property unless the taxes become delinquent. Payment must be made in one installment, which is delinquent if not paid by August 31 of the fiscal year. Significant penalties are imposed by the county for late payments.

F. Budgets and Budgetary Accounting

The budget for the Agency is adopted by the City Council members, in their capacity as members of the Community Development Agency Board, and provides for the general operation of the capital projects, special revenue, and debt service funds. The budget becomes effective on July 1 of every year. Debt service on the bond issue constitutes a legally authorized "nonappropriated budget".

Expenditures in excess of budgeted amounts are allowed by law but must be approved individually by the City Council.

G. Long-Term Obligations

In the government-wide financial statements, long-term debt and other long-term obligations are reported as liabilities in the statement of net assets. Bond issuance costs are deferred and amortized over the life of the bonds. This item is reported as deferred charges and is amortized over the term of the related debt.

H. Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTE 1 – DESCRIPTION AND SIGNIFICANT ACCOUNTING POLICIES (Continued)

I. Encumbrances

Encumbrances represent commitments related to unperformed contracts for goods or services. Encumbrance accounting, under which purchase orders, contracts, and other commitments for the expenditure of resources are recorded to reserve that portion of the applicable appropriation, is utilized by the Agency.

J. Capital Assets

All capital assets are valued at historical cost or estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair value on the date contributed.

The purpose of depreciation is to spread the cost of capital assets equitably among all users over the life of these capital assets. The amount charged to depreciation expense each fiscal year represents that fiscal year's pro rata share of the cost of capital assets.

GASB Statement No. 34 requires that all capital assets with limited useful lives be depreciated over their estimated useful lives. Depreciation of all capital assets is charged as an expense against operations each fiscal year and the total amount of depreciation taken over the years, called accumulated depreciation, is reported on the statement of net assets as a reduction in the book value of capital assets.

Major outlays for capital assets and improvements are capitalized as projects are constructed. Interest incurred during the construction phase is reflected in the capitalized value of the capital asset constructed, net of interest earned on the invested proceeds over the same period.

Buildings and improvements are depreciated using the straight-line method over estimated useful lives of 50 years. Improvements other than buildings are depreciated over 10 years using the straight-line method. Infrastructure is depreciated over 50 years using the straight-line method.

The capitalization policy of the Agency is as follows:

Type	Cost
Infrastructure	$200,000 or more
Equipment	$ 5,000 or more
Improvements	$ 5,000 or more

NOTE 2 - RECONCILIATION OF GOVERNMENT-WIDE AND GOVERNMENTAL FUNDS FINANCIAL STATEMENTS

1. Explanation of certain differences between the governmental funds balance sheet and the government-wide statement of net assets

The governmental funds balance sheet includes a reconciliation between fund balances-total governmental funds and net assets-governmental activities as reported in the government-wide statement of net assets.

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds. The capital assets reported in the *Statement of Net Assets* are as follows:

Land	$ 638,685
Depreciable infrastructure, net of accumulated depreciation	1,463,508
Depreciable improvements, net of accumulated depreciation	900,375
	$ 3,002,568

Deferred charges are not available to pay for current-period expenditures and therefore are not reported as governmental fund assets. These deferred charges net of accumulated amortization are as follows:

Deferred bond issuance costs, net of accumulated amortization of $ 45,142	$ 966,530

Certain liabilities, including bonds payable, accrued interest, and compensated absences are not due and payable in the current period and therefore are not reported in the funds. These liabilities are as follows:

Tax allocation bonds payable	$ 18,340,000
Accrued interest payable	261,487
Compensated absences payable	16,939
	$ 18,618,426

NOTE 2 - RECONCILIATION OF GOVERNMENT-WIDE AND GOVERNMENTAL FUNDS FINANCIAL STATEMENTS (Continued)

2. Explanation of certain differences between the Governmental Funds Statement of Revenues, Expenditures, and Changes in Fund Balances and the government-wide Statement of Activities.

The governmental funds Statement of Revenues, Expenditures, and Changes in Fund Balances includes a reconciliation between net changes in fund balances – total governmental funds and *changes in net assets* of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. The details of this difference are as follows:

Capital outlay capitalized for fiscal year	$ 1,329,691
Current fiscal year depreciation	(39,251)
	$ 1,290,440

Another element of that reconciliation states that "the issuance of long-term debt provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds". The details of this adjustment are as follows:

Amortization of deferred charges	$ (14,688)
Issuance of bonds	(11,470,000)
Bond issuance costs	613,589
Repayment of bond principal	275,000
Change in accrued interest payable	(169,761)
Change in compensated absences	(4)
Total long-term debt adjustment	$ (10,765,864)

NOTE 3 - CASH AND INVESTMENTS

Cash and investments are reported as follows in the Statement of Net Assets:

Cash and investments	$ 6,753,434
Restricted cash and investments	11,486,225
Total	$ 18,239,659

NOTE 3 - CASH AND INVESTMENTS (Continued)

Cash and investments held by the Agency at June 30, 2007 consisted of the following:

Cash and investments pooled with the City of Winters	$ 11,638,883
Investments	6,600,776
Total	$ 18,239,659

Investments Authorized by the California Government code and the Agency's Investment Policy

The table below identifies the investment types that are authorized for the Agency by the California Government Code (or the Agency's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the Agency's investment policy, where more restrictive) that address interest rate risk, credit risk, and concentration of credit risk. This table does not address investments of debt proceeds held by bond trustee that are governed by the provisions of debt agreements of the Agency, rather than the general provisions of the California Government Code or the Agency's investment policy.

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Investment Fund (State Pool)	N/A	$40 million	$40 million
U.S. Treasury Obligations	5 years	None	None
U.S. Government Agency Issues	5 years	None	None
Insured Deposits with Banks and Savings and Loans	N/A	None	15%
Repurchase Agreements	90 days	None	15%
Bankers Acceptance (must be dollar denominated)	9 months	40%	15%
Commercial Paper	6 months	15%	15%
Negotiable Time Certificates of Deposit	5 years	30%	15%
Medium Term Corporate Notes	5 years	30%	10%

Investments Authorized by Debt Agreements

Investment of debt proceeds held by bond trustees are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the Agency's investment policy. The table below identifies the investment types that are authorized for investments held by bond trustee. The table also identifies certain provisions of these debt agreements that address interest rate risk, credit risk, and concentration of credit risk.

NOTE 3 - CASH AND INVESTMENTS (Continued)

Investments Authorized by Debt Agreements (Continued)

Authorized Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
U.S. Treasury Obligations	5 years	None	None
U.S. Agency Securities	5 years	None	None
Banker's Acceptances	270 days	40%	15%
Commercial Paper	180 days	15%	15%

Per the Agency's investment policy, if special circumstances arise that necessitate the purchase of securities beyond the five year limitation, the requests must be approved by the Board prior to purchase.

Disclosures Relating to Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways that the Agency manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity evenly over time as necessary to provide the cash flows and liquidity needed for operations.

Information about the sensitivity of the fair values of the Agency's investments held by bond trustees to market interest rate fluctuations is provided by the following table that shows the distribution of the Agency's investments by maturity (see the City's Comprehensive Annual Financial Report for risk disclosure relating to the pooled cash and investments with the City of Winters).

		Remaining Maturity (in Months)					
Investment Type	Totals	12 Months Or Less	13 to 24 Months	25-36 Months	37-48 Months	49-60 Months	More Than 60 Months
State Investment Pool (LAIF)	$ 5,438,854	$ 5,438,854	$ -	$ -	$ -	$ -	$ -
Held by bond trustees:							
Money market funds	619,654	80,457					539,197
Investment contracts:							
IXIS	542,268						542,268
	$ 6,600,776	$ 5,519,311	$ -	$ -	$ -	$ -	$ 1,081,465

NOTE 3 - CASH AND INVESTMENTS (Continued)

Investments with Fair Values Highly Sensitive to Interest Rate Fluctuations

The Agency has no investments (including investments held by bond trustees) that are highly sensitive to interest rate fluctuations (to a greater degree than already indicated in the information provided above). See the City's Comprehensive Financial Report for more information regarding these disclosures.

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Presented below is the minimum rating required by (where applicable) the California Government Code, the Agency's investment policy, or debt agreements, and the actual rating as of fiscal year end for each investment type.

				Rating as of Fiscal Year End			
Investment Type	Amount	Minimum Legal Rating	Exempt From Disclosure	AAA	AA	A	Not Rated
State Investment Pool (LAIF)	$ 5,438,854	N/A	$ -	$ -	$ -	$ -	$ 5,438,854
Held by bond trustees:							
Money market funds	619,654	N/A				619,654	
Investment contracts	542,268	N/A					542,268
Total	$ 6,600,776		$ -	$ -	$ -	$ 619,654	$ 5,981,122

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g. broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the Agency's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits. The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure Agency deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits.

See the City of Winters' Comprehensive Financial Report for more information relating to custodial credit risk for amounts reported as cash and investments pooled with the City.

NOTE 4 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended June 30, 2007 was as follows:

	July 1, 2006 Balance	Additions	Transfers	June 30, 2007 Balance
Capital assets, not being depreciated:				
Land	$ 464,994	$ 173,691	$ -	$ 638,685
Construction in progress	584,446		(584,446)	
Total capital assets, not being depreciated	1,049,440	173,691	(584,446)	638,685
Capital assets, being depreciated:				
Improvements other than buildings	201,861	725,000		926,861
Infrastructure	482,576	431,000	584,446	1,498,022
Equipment	5,431			5,431
Total capital assets, being depreciated	689,868	1,156,000	584,446	2,430,314
Less accumulated depreciation for:				
Improvements other than buildings	(16,318)	(10,168)		(26,486)
Infrastructure	(6,245)	(28,269)		(34,514)
Equipment	(4,617)	(814)		(5,431)
Total accumulated depreciation, net	(27,180)	(39,251)		(66,431)
Total capital assets, net	$ 1,712,128	$ 1,290,440	$ -	$ 3,002,568

Depreciation is charged to community development expense in the Statement of Activities.

NOTE 5 - LONG-TERM DEBT

The following is a summary of long-term debt activity of the Agency for the fiscal year ended June 30, 2007:

	July 1, 2006	Additions	Deletions	June 30, 2007	Due within one year
Tax Allocation Bonds					
Series 2004	$ 7,145,000	$ -	$ (275,000)	$ 6,870,000	$ 280,000
Series 2007		11,470,000		11,470,000	
Compensated Absences	16,935	4		16,939	
Totals	$ 7,161,935	$ 11,470,004	$ (275,000)	$ 18,356,939	$ 280,000

NOTE 5 - LONG-TERM DEBT (Continued)

Tax Allocation Bonds – Series 2004

On February 27, 2004, the Agency issued $7,820,000 of Tax Allocation Bonds bearing interest between 2.00% and 4.63% and payable semi-annually on March 1 and September 1. These bonds will provide funds to aid in the financing of redevelopment in the project area. The Bonds are special obligations of the Agency and are payable as to principal, interest, and any premiums upon redemption at any time exclusively from the pledged tax revenues of the Agency. The outstanding principal balance of the 2004 Series bonds at June 30, 2007 is $6,870,000.

The scheduled annual minimum debt service requirements at June 30, 2007 is as follows:

Fiscal Year Ended June 30,	Principal	Interest	Total
2008	$ 280,000	$ 266,876	$ 546,876
2009	280,000	261,277	541,277
2010	220,000	256,001	476,001
2011	230,000	250,767	480,767
2012	235,000	244,893	479,893
2013-2017	975,000	1,124,695	2,099,695
2018-2022	955,000	954,495	1,909,495
2023-2027	1,175,000	719,730	1,894,730
2028-2032	1,465,000	419,670	1,884,670
2033-2035	1,055,000	74,890	1,129,890
Totals	$ 6,870,000	$ 4,573,294	$ 11,443,294

Tax Allocation Bonds – Series 2007

On May 31, 2007, the Agency issued $11,470,000 of Tax Allocation Bonds bearing interest between 3.50% and 4.75% and payable semi-annually on March 1 and September 1. These bonds will provide funds to aid in the financing of redevelopment in the project area. The Bonds are special obligations of the Agency and are payable as to principal, interest, and any premiums upon redemption at any time exclusively from the pledged tax revenues of the Agency. The outstanding principal balance of the 2007 Series bonds at June 30, 2007 is $11,470,000.

The scheduled annual minimum debt service requirements at June 30, 2007 is as follows:

NOTE 5 - LONG-TERM DEBT (Continued)

Fiscal Year Ended June 30,	Principal	Interest	Total
2008	$ -	$ 367,499	$ 367,499
2009	15,000	514,522	529,522
2010	240,000	509,460	749,460
2011	240,000	499,860	739,860
2012	250,000	490,060	740,060
2013-2017	870,000	2,319,600	3,189,600
2018-2022	695,000	2,190,344	2,885,344
2023-2027	1,245,000	1,988,166	3,233,166
2028-2032	1,945,000	1,637,722	3,582,722
2033-2037	3,640,000	1,059,263	4,699,263
2038-2039	2,330,000	112,338	2,442,338
Totals	$ 11,470,000	$ 11,688,834	$ 23,158,834

Compensated Absences

The Agency accrues accumulated vacation and compensating time due to its employees. The total amount due at June 30, 2007 is $16,939.

NOTE 6 - NET ASSETS

GASB Statement No. 34 adds the concept of Net Assets, which is measured on the full accrual basis, to the concept of Fund Balance, which is measured on the modified accrual basis.

Net Assets are divided into three captions under GASB Statement No. 34. These captions apply only to Net Assets as determined at the government-wide level, and are described below:

Invested in Capital Assets, net of related debt describes the portion of Net Assets which is represented by the current net book value of the Agency's capital assets, less the outstanding balance of any debt issued to finance these assets.

Restricted describes the portion of Net Assets which is restricted as to use by the terms and conditions of agreements with outside parties, governmental regulations, laws, or other restrictions which the Agency cannot unilaterally alter. These principally include debt service requirements and redevelopment funds restricted to low and moderate income housing purposes.

Unrestricted describes the portion of Net Assets which is not restricted as to use.

NOTE 7 - FUND EQUITY

Reservation of Fund Balances

The Agency has established certain fund balance reserve accounts to report the amounts in the following funds which represent available spendable resources restricted for a specified purpose:

Low and moderate housing	$ 3,536,702	$ -
Debt service		1,107,759
Total	$ 3,536,702	$ 1,107,759

NOTE 8 – NOTES RECEIVABLE

The Agency has issued various first-time homebuyer loans to residents of the City. These loans are payable to the Agency upon sale, transfer of ownership, change in status from owner-occupied to rental, refinancing, or in thirty years, whichever occurs first. The balance of these loans as of June 30, 2007 is $329,412.

SUPPLEMENTAL INFORMATION

WINTERS COMMUNITY DEVELOPMENT AGENCY
SCHEDULE OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL
CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2007

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	Positive (Negative)
REVENUES				
Property tax increment revenue	$ 1,403,148	$ 1,403,148	$ -	$ (1,403,148)
Use of money and property	205,701	205,701	204,285	(1,416)
Miscellaneous			476,890	476,890
Total Revenues	1,608,849	1,608,849	681,175	(927,674)
EXPENDITURES				
Current:				
Legal and professional		5,128	109,322	(104,194)
Administration	291,792	291,792	203,939	87,853
Community development	222,274	222,274	56,600	165,674
Pass through agreements	493,275	493,275	311,472	181,803
Capital outlay	2,512,000	3,215,997	1,464,694	1,751,303
Debt service:				
Principal	205,000	205,000		205,000
Interest	139,434	139,434		139,434
Total Expenditures	3,863,775	4,572,900	2,146,027	2,426,873
EXCESS OF REVENUES OVER (UNDER) EXPENDITURES	(2,254,926)	(2,964,051)	(1,464,852)	1,499,199
OTHER FINANCING SOURCES (USES)				
Transfers in	22,978	22,978	10,198,245	10,175,267
Total Other Financing Sources (Uses)	22,978	22,978	10,198,245	10,175,267
NET CHANGE IN FUND BALANCE	(2,231,948)	(2,941,073)	8,733,393	11,674,466
FUND BALANCE, BEGINNING OF FISCAL YEAR	4,959,257	4,959,257	4,959,257	
FUND BALANCE, END OF FISCAL YEAR	$ 2,727,309	$ 2,018,184	$ 13,692,650	$ 11,674,466

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REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Members of the Board of the Winters Community Development Agency
Winters Community Development Agency
Winters, California

We have audited the financial statements of the governmental activities and each major fund of the Winters Community Development Agency (Agency), a component unit of the City of Winters, as of and for the fiscal year ended June 30, 2007 which collectively comprise the Agency's basic financial statements, and have issued our report thereon dated August 31, 2007. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered the Agency's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

A control deficiency exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect misstatements on a timely basis. A significant deficiency is a control deficiency, or combination of control deficiencies, that adversely affects the Agency's ability to initiate, authorize, record, process, or report financial data reliably in accordance with generally accepted accounting principles such that there is more than a remote likelihood that a misstatement of the Agency's financial statements that is more than inconsequential will not be prevented or detected by the Agency's internal control.

A material weakness is a significant deficiency, or combination of significant deficiencies, that results in more than a remote likelihood that a material misstatement of the financial statements will not be prevented or detected by the Agency's internal control.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and would not necessarily identify all deficiencies in internal control that might be significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the component unit financial statements of the Agency are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. Such provisions include those provisions of laws and regulations identified in the *Guidelines for Compliance Audits of California Redevelopment Agencies* issued by the California State Controller. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

We noted certain other matters that we reported to management of the Agency in a separate letter dated August 31, 2007.

This report is intended solely for the information and use of the Agency's Board of Directors, management, and the California State Controller's Office Division of Accounting and Reporting, and is not intended to be and should not be used by anyone other than these specified parties.

Moss, Levy & Hartzheim

Moss, Levy & Hartzheim, LLP
Beverly Hills, California
August 31, 2007

CITY OF WINTERS CALIFORNIA

COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chair and Agency Members

DATE : November 20, 2007

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

FROM: Cas Ellena, Redevelopment & Economic Development Director

SUBJECT: Direction Regarding Housing Funding Priorities

RECOMMENDATION: Receive staff report and provide direction on housing funding priorities.

BACKGROUND: The City of Winters has recently received two requests from developers for low-income housing funds. The first request (Request #1) is for a proposed new construction, low-income housing rental project to be located at the former Village on the Park site. The project is in an early concept stage but it is anticipated that it would provide approximately 88 low income units. The second request (Request #2) is for the acquisition and rehabilitation of the Almondwood Apartments, an existing low-income housing project at risk of going to market rate. The acquisition/rehabilitation would provide for the 39 units to be available to very low income households for a period of 55 years. Should the CDA approve the designation of funds for these projects, staff will begin to negotiate deal terms with the respective developers for the use of the low income funds. The deal terms will come back to the CDA for consideration and once approved will be used as the backbone for the development of loan agreements which will also come back to the CDA for approval. Preliminary review of these requests indicates both projects have the potential for viability and both are consistent with the CDC's Housing goals as identified in the CDA Redevelopment Plan and the Five Year Implementation Plan. These projects are identified in the Tables below as Request #1 and Request #2 respectively.

Also considered in the tables below are possible funding scenarios for the City's current housing programs and the use of low-income housing funds to assist one or more of the market rate housing development projects currently in the pipeline but which have slowed or have stopped development due to current market conditions. The low-income housing funds could be used toward the development of the affordable housing component.

Staff is requesting the Community Development Agency ("CDA") provide direction regarding the prioritization of the above mentioned projects and the CDA's existing programs. Table 1 below identifies: 1) various fund accounts; 2) the balances in these fund accounts; and 3) the balance that would be remaining if projects are funded as

identified. Table 2 lists: 1) potential projects and existing programs; 2) proposed funding amounts; and 3) the recommended funding source (from Table 1).

Note: The State is projecting a significant budget deficit in the near future, and since in the past when the State has experienced a serious fiscal deficit, it has enacted legislation to transfer excess funds in low income housing accounts, which were unencumbered, to State coffers, staff recommends the CDA prioritize the expenditure of its housing funds for viable projects and move forward to encumber funds and implement projects as soon as possible.

TABLE 1

Fund Accounts	**Amount Available**	**Amount Remaining after Project Funding**
2004 Housing Bond Issuance Grant to Non-profit or public improvements (Private Activity)	$1,310,437 ($156,188 - $3,093 of which can be loan)	-0-
2004 Non-Housing Bond Issuance – Grant to non-profit of public improvements (Private Activity)	$1,894,776 ($1.3M for DT Improvements and $500k for possible property acquisition) (381,370 - $190,685 of which can be loan)	Not used for Housing Projects
2007 Housing Bond Issuance Grant to non-profit or public improvements (Private Activity)	$1,446,096 ($126,640 - $53,330 of which can be loan)	$751,605 (all private activity and loan capacity used)
2007 Non-Housing Bond Issuance - Grant to non-profit or public improvements (Private Activity)	$8,850,618 ($8,000,000 for Public Safety Building) (885,062 - $442,531 of which can be loan)	$8,528,736 (Prvt Act - $563,180 of which $120,649 can be loan)
CDBG Sm Bus RLF	173,200*	$73,200
HOME RLF	49,400	-0-
CDBG – 1st Time Homebuyer RLF	48,600	-0-
CDBG Housing Rehab RLF	29,300	-0-
Housing TI	589,900	$100,000

*Though these funds could be reallocated for housing projects, staff recommends $73,000 remain in the small business RLF as incentives for business attraction/retention efforts

TABLE 2

Project/Obligations	Proposed Funding Amounts	Recommended Funding Source
Request #1	$1,300,000	-2004 Housing Bond Issuance $1,154,249 Grant -2007 Housing Bond Issuance $145,751 Grant
Request #2	600,000	-CDBG 1st Tm Homebuyer RLF $48,600 - Loan -CDBG Sm Bus RLF $100,000 – Loan -CDBG Housing Rehab RLF * $29,300 Loan -2007 Housing Bond Issuance $422,100- Grant
Senior Rehabilitation	300,000	-HOME -$49,400 – Loan -2004 Housing Bond Issuance Prvt Act grant -$156,188 -2007 Housing Bond Issuance Loan-$53,320 -Housing Tax Increment $11,782 -2007 Housing Bond Issue Prvt Act -$ 73,320
Police/Fire Home Ownership	300,000	-Housing Tax Increment $300,000
Hudson-Ogando Callihan Winters Highland	500,000	-2007 Housing Proceeds Grant - if non-profit; or -Housing Tax Increment Loan $178,118 -2007 Non-housing Bonds $321,882 Prvt Act Loan

*The CDBG 1st Time Home Buyer RLF and the CDBG Small Business RLF can be rolled into the CDBG Housing Rehab RLF, following a public hearing, and can be complied and used as a housing rehab loan to the multi-family affordable housing acquisition and rehabilitation project.

FISCAL IMPACT: None by this action. The CDA is only providing direction for the future expenditure of funds.

CITY OF WINTERS CALIFORNIA

COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chairman and Members of the Board

DATE: December 18, 2007

THROUGH: John W. Donlevy, Jr., Executive Director

FROM: Kate Kelly, Planning Manager

SUBJECT: Authorization to enter into professional services contract with PMC to prepare a hybrid Form Based Code for the Downtown Master Plan area.

RECOMMENDATION:
Staff recommends that the Community Development Agency ("CDA") authorize staff to enter into contract, not to exceed $55,000.00, with PMC for the preparation of a hybrid Form Based Code for the Downtown Master Plan area.

BACKGROUND:
The Downtown Master Plan provides a vision for the overall economic and capital development of the central business district of downtown Winters. The adopted document includes a variety of plans and policies which represent key steps in achieving the overall buildout of the area. A key element of the Downtown Master Plan includes the development of a hybrid Form Based Code to serve as expanded design guidelines for the central business district. The hybrid aspect of the code would provide additional guidance on uses, parking and densities.

In August the City circulated a RFP for a consultant to prepare a hybrid Form Based Code to 14 consultants who are leaders in the field. The proposal was due in September and PMC was the only respondent. Although their proposal was very strong, it was 32% over our budget and staff rejected the proposal. Subsequently, Mark Brodeur from PMC and staff has had several long conversations regarding the project and the budget. Mr. Brodeur has revised his proposal and significantly modified his budget approach to bring their cost proposal in line with our budget.

The scope of work includes:

Meetings and Outreach - two community meetings, a two day charrette, a joint Planning Commission/City Council Workshop, and meetings with staff. Spanish outreach and translation will be provided.

Documents – two drafts and the final Code including illustrations and At-A-Glace Sheets, permitted use matrix, densities, building placement, parking requirements, and allowable types of buildings, signs and storefronts.

Hearings – one Planning Commission and One City Council hearing

Based upon their revised proposal and budget staff recommends that the City retain PMC with Mr. Brodeur as Project Director to prepare our hybrid Form Based Code.

FISCAL IMPACT:
Not to exceed $55,000
Funding Sources:

Community Development Agency	$36,000
SACOG Civic Engagement Grant	$19,000

ATTACHMENTS

Professional Services Contract including Scope of Work and Budget

CITY OF WINTERS
CALIFORNIA

CONSULTANT SERVICES AGREEMENT
Agreement No. 002-07

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters ("the CITY") and _____ "(CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated _____. Consultant shall provide said services at the time, place, and in the manner specified by the _____ and Exhibit "A". Services shall commence upon notice to proceed from the City.

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars ($_____), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. FACILITIES AND EQUIPMENT. CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

6.

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit "A" Scope of Work
Provided by Consultant

CITY OF WINTERS CALIFORNIA

CONSULTANT SERVICES AGREEMENT

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters Community Development Agency ("the Agency") and Pacific Municipal Consultants "(Consultant)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, Consultants shall provide to the Agency the Services described in Exhibit "A", which is the Consultant's Proposal dated October 5, 2007 Consultant shall provide said services at the time, place, and in the manner specified by the Agency and Project Understand/Scope of Work shown in Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Cost Proposal included in Exhibit "B", but in no event shall total compensation exceed FIFTY-FIVE THOUSAND dollars ($55,000.00), without the Agency's prior written approval. Agency shall pay Consultant within thirty (30) days for services rendered pursuant to the Agreement and upon acceptance of the following deliverables as provided for in the Scope of Work:

- Completion of Phase 1 (Issue Identification and Analysis)
- Completion of Phase 2 (Draft the Downtown Code)
- Phase 3 to Completion of Administrative Draft (Tasks 3.1 – 3.3)
- Phase 3 to Final Draft Code (Tasks 3.4 – 3.7)
- Completion of Phase 4 (Public Hearings and Last Steps)

If at any time the completion of a milestone is delayed for sixty days for reasons beyond the reasonable control of the Consultant, Agency shall make payment for services performed on a percentage completed basis up to the total, and not to exceed, the amount due for the milestone.

3. FACILITIES AND EQUIPMENT. Consultant shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. GENERAL PROVISIONS. The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. EXHIBITS. All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

City of Winters Community Development Agency
a municipal corporation

By: _____
John W. Donlevy, Jr., Executive Director

Consultant

By: _____

ATTEST:

By: _____
Nanci G. Mills, Agency Clerk

PROJECT APPROACH & SCOPE OF WORK

PROJECT APPROACH

Project Director, Mark Brodeur has read the Request for Proposal and has met with John Donlevy, City Manager, to gain a fuller understanding of what the City of Winters is looking for. He also spent a good deal of time following that meeting to get better acquainted with your downtown area.

If the old saying "***the devil is in the details***" then this project is ALL about details. Poorly written or unclear regulations can confound developers. Worse yet, overly burdensome regulations will keep the good ones from developing quality projects in your downtown. The same poorly written regulations can also undo much of a vision. That is why we say it is important to select a design/planning consultant who has written regulations for several downtowns. We know what works!

Once you have read our Scope of Work you will see that we have the requisite ***downtown*** planning experience. We will recommend the types of regulations that your downtown needs. You will also see that while you seek a form-based code, we are proposing to give you something ***better and more customized*** to your downtown. We hope you have had a chance to review a form-based code and like us, are confounded by the new urbanist jargon that make these documents cumbersome and unacceptable. In the end, you will have all the good things that a form-based code promises and then some.

COORDINATION/COMMUNICATION WITH CITY STAFF

At PMC, we understand the importance of effective communication and coordination between the consultant and City staff. No one knows ***local*** community issues, political issues, and zoning constraints better than Winters' planning staff. We can help build on this local knowledge.

PMC has helped dozens of communities prepare zoning tools that meet their needs and achieve important community needs. More importantly, our staff are "behind the counter" in communities in California every day, implementing zoning codes in a real world setting. Success to us is working with staff and the community to develop the right zoning tools that are easy to use. Throughout the process, PMC staff will work closely with staff to gain knowledge, discuss issues, and deliberate appropriate solutions.

PUBLIC PARTICIPATION

PMC believes that the key to the successful development of form-based Zoning provisions for historic Downtown Winters is early and meaningful involvement by the public, the development community, decision-makers, and staff. PMC has developed and facilitated a variety of public participation processes, ranging from focused community workshops and public hearings to a combination of advisory committee meetings, community workshops, small focus group meetings for stakeholders, as well as study sessions and public hearings.

PMC has been recognized for conducting numerous award winning outreach events for projects quite similar to this. Using the expertise of our in-house public affairs staff, PMC will craft a unique public participation program for the project based on the nature of the issues, audience/stakeholders, political and practical landscapes, and communication preferences.

DEVELOP EFFECTIVE AND INNOVATIVE FORM BASED ZONING PROVISIONS

PMC staff has extensive experience writing, administering, amending, and enforcing zoning provisions for dozens of communities throughout California. PMC is uniquely qualified to develop a type of

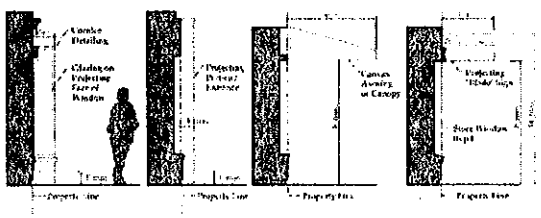
PROJECT APPROACH & SCOPE OF WORK

"hybrid" form based (or "context based") zoning documents that are effective, appropriate, and easy to implement. Our experience developing and implementing Zoning Ordinances has allowed us to assess several techniques and approaches. To add to the talent of our original team, PMC has hired Mark Brodeur, formerly with downtownsolutions to serve as the Project Director for this project. Mr. Bodeur is well known for his downtown revitalization projects in California and pioneered a number of creative codes for transit oriented, mixed-use and mixed-income housing communities, using tools such as building prototype testing; a neighborhood DNA approach to zoning districts and transitions, and context sensitive design standards. In addition, Mark brings a number of other specific code types for downtowns that few competitors recognize. This experience gives him an extensive understanding of the political, administrative and community support for such approaches.

PMC understands that the form based zoning provisions for Downtown Winters needs to reflect and enable the desirable historic development (organic urbanism) patterns by emphasizing form and function with more flexibility in allowed uses and specific development standards. The following scope of work identifies the critical elements we feel are necessary for achieving this.

IMPLEMENTATION

The Downtown Winters Master Plan has already given the City a number of implementation tools to create a core with more intensity, a diversity of uses, and a more pedestrian-oriented environment. We propose to add to these tools with our "DowntownCode". Implementation tools may include, but not be limited to:



- A series of "downtown-specific" codes including but not limited to: mixed use ordinance, live-work ordinance, storefront design ordinance, cottage courtyards, outdoor retail sales, retail establishment size provisions, sign code, urban parking standards, California Historic Building Code.
- Development incentives (economic assistance, density bonuses, design assistance)
- Model design templates/prototypes (to demonstrate form preferences for priority redevelopment sites/areas in order to lessen developer uncertainty about regulatory approvals)

At the City's discretion, we can also produce marketing or education tools/collateral such as informational pamphlets, public and private sector compliance checklists, a staff training program, and/or scheduled check-up consultations post-adoption.

SCOPE OF WORK

This section outlines the tasks associated with our scope of work in preparing the Form Based Code for the City of Winters' Downtown Master Plan. It is expected that some of these tasks will be done concurrently.

PHASE 1 – ISSUE IDENTIFICATION AND ANALYSIS

Task 1.1 - Kick-off Meeting/Issue Identification.

PROJECT APPROACH & SCOPE OF WORK

During the first day, key members of the PMC team will meet with City Staff to refine any expectations of the project and to understand key issues for Staff and the community. This task will also include a tour of the Downtown with City staff to understand the current conditions and how the vision of the Master Plan impacts the built environment.

We recommend the continued meetings with the Downtown Master Plan Committee (DMPC). The function of this DMPC would be to:

- Identify issues to address in the Form Based Code
- Consider context based zoning solutions and identify preferences as appropriate
- Review and provide input on draft zoning provisions

The DMPC will also be a resource to PMC staff in the development of a list of potential tools/methods for creating form based provisions for downtown Winters. As discussed in the Project Approach section, a Form Based Code can take many forms. In order to select the right method or tool for Winters, several options should be explored and discussed upfront. PMC staff will identify all available tools and assist the City in narrowing this list down and selecting the right tool for the job.

Task 1.2 – Discover Downtown's DNA

During the initial trip to Winters, PMC will measure the details of what makes up the public and private built environment (DNA) in downtown Winters. Using photography and drawings, everything including sidewalk widths, street width to building height ratios, setbacks, lot coverage, Floor Area Ratio, building widths, building heights, frontage types, sign types, residential density, storefront types and parking locations will be noted and cataloged for later use in developing the *downtowncode*.

Task 1.3 - Review Zoning Code

PMC will review the current zoning code and will identify "downtown" unfriendly provisions contained in the sections on:

- signs
- permitted uses/prohibited uses
- parking
- setbacks
- residential density
- site development regulations
-

In order for Winters to develop in a more compact and efficient manner, PMC will identify the regulations, including parking ratios that should be changed. Since Form-Based Codes deemphasize uses, DS proposes to identify a specific set of ground floor uses that are permitted and prohibited. This is a must for a downtown!

Task 1.4 - Two Day Charrette Workshop With Downtown Master Plan Committee (DMPC) and Winters Residents

As part of the initial visit, PMC will meet with the Downtown Master Committee for the first time. A charrette means that our team will immerse itself in Winters for three days. It is our intent to make all of these meetings high value and to develop a succession of actions that build upon each other so that the plan proceeds with assurance that decisions have been made and concurred upon.
The Workshops will introduce PMC to the community. Items that may be discussed include:

PROJECT APPROACH & SCOPE OF WORK

- Brief review of Scope of Services to explain what we are doing
- Verify Downtown's DNA with the DMPC and the community
- Confirm future DNA or departures from such
- Identify current zoning issues, confirm modification direction
- Confirm Master Plan Design/Development Areas and Direction
- Define typically controversial issues such as building height and density

PMC will depend on City staff to organize the DMPC, provide a secure work office for PMC, mail invitations and to secure appropriate meeting venues.

PHASE 2 – DRAFT THE DOWNTOWNCODE

PMC suggests that in order to move this project in an expeditious manner, that we begin drafting the components of the DowntownCode following our first visit . The drafting of the ordinance is a significant effort and we feel it is best to get something for people to review and react to early in the process. This is the most efficient use of everyone's time. Our experience suggests that the community prefers this approach to zoning issues.

Task 2.1 - Permitted/Prohibited Uses Matrix

PMC will develop a comprehensive use matrix for replacement of the current C-2 zoning).We do not feel it is necessary to revise the Public Facilities zoning with Form-Based provisions. PMC will research the content of uses as identified in the current zoning to ascertain if those uses are expansive enough to give the City and developers a clear enough understanding of what types of uses the community wishes to see in each district.

Task 2.2 - Permitted Urban Densities Or Floor Area Ratios

PMC will develop a range of appropriate residential infill densities for the C-2 Zone in the Downtown.. These density ranges may necessitate a General Plan amendment.

Task 2.3 - Building Placement and Size Information

PMC will develop the criteria where the building can be located on the parcel and the potential maximum size of the building. Also included will be the identification of the front "build-to" line and the other side and rear setbacks. This section will also identify the allowable Floor Area Ratio and the maximum building height.

Task 2.4 - Parking Requirements and Types/Locations

It is our experience that no other downtown development regulation does more to affect the viability of compact building form than the nature of the parking regulations. PMC will review current parking standards, and based upon our downtown experience, we will recommend new parking regulation ratios for a variety of downtown uses.

Task 2.5 - Allowable Building Types

This development criterion establishes the preferred building forms for new buildings in the downtown. These are represented as drawings and photographs to illustrate architectural building form only. A theme is not being proposed.

Task 2.6 - Allowable Building Frontage Types
This section represents how the front of the new building should interact with the public right of way. The building frontage is an important element in establishing and protecting a pedestrian or bicycle environment. This regulation is defined for each of the three districts depending largely on the type of buildings and the amount of pedestrian traffic. This section is largely contingent on diagrams and photographs to define the requirement.

Task 2.7 - Allowable Sign Types
Merchants with storefronts in downtown have completely different advertising and identification needs than merchants on a suburban commercial corridor. PMC will develop a matrix of the most desirable types, sizes and materials for signs in the master plan area. The most typical types of signs needed in a downtown include:

- Projecting
- Window
- Ghost
- Wall
- A-Frame or Sandwich board
- Awning
- Under Canopy

Task 2.8 - Allowable Storefront Types
On thing that a **form-based code will not** give you is the preferred storefront type for your downtown. The storefront is the most important architectural feature of a downtown building. Elements will include:

- Width and height
- Transparency Ratios
- Bulkhead size and scale
- Piers
- Display Windows
- Transoms
- Awnings. Brow Canopies

Task 2.9 - DowntownCode Ordinances and Special Provisions

PMC has found that for the most part, downtown zoning cannot use a typical "one-size-fits-all" approach as suggested by SACOG's Form Based Code Handbook project. If that were the case, Winters could do this assignment without the need for a consultant. Having worked with over 100 downtowns, we have discovered that there are several ordinances that are specifically needed in downtowns. These ordinances are not part of the typical regulations found in a Form Based Code.
PMC will develop a series of specialized downtown ordinances for Winters. These specific provisions and ordinances address these concerns by describing applicable limitations, design standards and operating requirements for the Master Plan Area. It will be up to the City if they want to add additional ordinances beyond what we are proposing here:

Mixed-Use Ordinance

This ordinance seeks to balance the needs of residential uses for privacy, security, and open space, with those of commercial uses, such as access, visibility, parking, loading, and extended hours of operation.

Live/Work Ordinance
This ordinance would encourage live-work projects — units that are occupied by business operators who live in the same structure that contains the commercial activity — and regulate the size and type of allowed uses for these units.

Other Ordinances and Provisions:

- Cottage Courtyards: This ordinance regulates the size, site planning, open space, and parking for cottage courtyard developments, which are clusters of four (4) to twelve (12) small detached single family homes around a central open space.
- Newspaper racks: This ordinance improves the location and appearance of newspaper racks.
- Outdoor retail sales: This ordinance would control the timing and location of outdoor retail sales and address safety concerns.
- Public art: This ordinance sets aside one (1) percent of the original estimated construction cost of a city public works project or private commercial/mixed use project for the acquisition and/or installation of art at, or near, the construction project.
- Retail establishment size ("Anti-Big Box Provision"): This ordinance would promote retail development that respects the existing Downtown context by limiting the size of retail commercial establishments.
- Storefront Vacancy: This ordinance would regulate the appearance of vacant storefronts to preserve pedestrian safety and property values.
- California State Historic Building Code: This provision would adopt the State Historic Building Code for the downtown area. The Code encourages owners to preserve historic buildings in a cost-effective manner while promoting accessibility and safety. The Code protects owners from having to use current building code standards to renovate historic structures.

- Downtown Amenity Requirements and Incentives
  This ordinance would outline requirements and incentives for urban amenities that will enhance the quality of life within the Master Plan area by encouraging pedestrian friendly design, amenities, beautification, sufficient parking, mixed-use districts, affordable housing, and access to public transit, parks, community facilities, and social services.

Task 2.10 - Definitions Illustrated

Downtown Solutions will develop an illustrated set of definitions. Use of photographs will be used extensively.

Task 2.11 - Special Standards

Downtown Solutions will discuss the applicability of the following ordinances with the City before execution:

- Environmental Standards – including tree canopy in parking lots, bio-swales, urban runoff, infrastructure needs.
- Landscape Standards – including street tree planting, hardscape materials, parking lot canopy, flower pots and baskets.
- Noise/Light Standards – Maximum permissible levels at the Storefront.
- Handicapped Access
- Restrooms

Task 2.12 - Illustrations and the "At-A-Glance" DowntownCode posters

With any DowntownCode there will be a need to prepare numerous custom illustrations for inclusion in the draft. For each of the three districts, PMC will prepare an "At-A-Glance" poster of the salient zoning provisions for each district.

PHASE 3 – REVIEW AND REFINEMENT: PERFECTING PROVISIONS FOR THE DOWNTOWNCODE

Task 3.1 – Workshop #2 Stakeholder Meetings.

Key members of the PMC team will facilitate one public workshop (Workshops #2) on the DowntownCode. PMC's Spanish language planner will meet separately with Spanish-speaking merchants.

Task 3.2 - Meeting With City Staff

Following Workshop#2 PMC staff will meet with City staff .

Task 3.3 - Administrative Draft

Following our meeting with City staff, we will take two to three weeks to finalize an administrative draft of the Code. This is the draft that the public will see and respond to.

Task 3.4 - Press Releases

PMC staff will prepare a comprehensive press release for the Winters Express. This press release will give an easy to understand overview of what is contained in the DowntownCode as well as a comparative analysis of how the downtown code differs from current zoning. The Winters Express will be asked to print at least one of the "At-A-Glance" zoning posters as part of the press release.

Task 3.5 - Joint Planning Commission/City Council Workshop on DowntownCode

PMC will host and conduct a joint workshop on the DowntownCode following the review and input received from the DMPC. This provides decision makers with a glimpse of some of DowntownCode before hearings and allows them to suggest modifications to the consultant team before the Public Draft of the DowntownCode is developed. In order to give the PC and CC sufficient time in the workshop to ask questions and debate issues, a separate and distinct public workshop will be held on a Saturday in the same week.

Task 3.6 - This Task has been removed.

Task 3.7 - Final/Planning Commission Draft Form Based Code.

Based on input received during the second workshop, as well as any additional stakeholder meetings and direction from City staff, PMC will amend the public draft to create the Final/Planning Commission Draft document. This version will be the one that moves forward to the Planning Commission and City Council for consideration and potential action.

PHASE 4 – ADOPTION: PUBLIC HEARINGS AND LAST STEPS

Task 4.1 - Planning Commission Public Hearing.

Key members of the PMC team will attend one (1) public hearing with the Planning Commission to present for consideration and recommendation on adoption of the DowntownCode. PMC can attend additional hearings for additional cost on a time and materials basis.

Task 4.2 - City Council Public Hearing.

Key members of the PMC team will attend one (1) public hearing with the City Council to present for consideration and adoption of the DowntownCode. PMC can attend additional hearings for additional cost on a time and materials basis.

Task 4.3 - Final Document (as adopted by City Council).

The PMC team will amend the Planning Commission Draft DowntownCode consistent with the direction and final action of the City Council. Due to costs constraints, PMC will deliver the final electronic version.

Exhibit "B" Cost Proposal
Provided by Consultant

COST PROPOSAL

TASK ACTIVITY	PMC Staff Project Director		PMC Staff Project Manager		PMC Staff Assoc Planner/UD		PMC Staff PR & Graphics		ACTIVITY TOTALS		TIMELINE	
	Rate	$175	Rate	$90	Rate	$85	Rate	$85	hours	Fee	Begin	End
PHASE 1 (Issue Identification and Analysis)												
1.1 Kick-off Meeting/Issue Identification	8	$1,400	12	$1,080	0	$0	0	$0	20	$2,480	Early November	Same
1.2 Workshop #1 and Stakeholder Meetings	8	$1,400	12	$1,080	0	0	12	$1,020	32	$3500	Early November	Same
1.3 Review Zoning Code	0	0	0	0	8	$680	0	0	8	$680	November	Same
1.4 Two Day Charrette	16	$2,800	16	$1,440	0	0	0	0	32	$4240	November	Same
PHASE 2 (Draft The DowntownCode)												
2.1 Permitted Use Matrix	0	0	32	$2880	0	$0	0	$0	32	$2880	December	December
2.2 Permitted Urban Densities	0	0	10	$900	0	$0	0	$0	10	$900	December	December
2.3 Building Placement	0	0	0	0	6	$510	12	$1,020	18	$1530	December	January
2.4 Parking Requirements	0	0	0	0	6	$510	0	0	6	$510	December	January
2.5 Allowable Building Types	0	0	6	$540	0	$	8	$680	14	$1220	December	January
2.6 Allowable Building Frontages	0	0	2	$180	4	$340	8	$680	14	$1200	December	January
2.7 Allowable Sign Types	0	0	0	0	4	$340	0	0	4	$340	December	January
2.8 Allowable Storefront Types	4	$700	0	0	5	$425	16	$1,360	25	$2485	December	January
2.9 Ordinance Provisions	1	$175	2	$180	24	$2,040	0	0	27	$2395	December	January
2.10 Definitions	1	$175	1	$90	8	$680	0	0	10	$945	December	January
2.11 Special Standards	1	$175	2	$180	4	$340	0	0	7	$695	December	January
2.12 Illustrations and AT-A-Glance Sheets	0	0	8	$720	0	0	32	$2720	40	$3440	December	January
PHASE 3 (Review and Refinement)												
3.1 Workshops #2	8	$1,400	16	$1,440	0	0	8	$680		$3520	February	March
3.2 Meeting With Staff	4	$700	4	$360	0	0	0	0	8	$1060	February	February

PROFESSIONAL QUALIFICATIONS

3.3 Administrative Draft	2	$350	40	$3600	20	$1700	20	$1700	82	$7350	March	March
3.4 Press Releases	0	0	0	0	0	0	16	$1,360	16	$1360	March	March
3.5 Joint PC/CC Workshop	8	$1,400	12	$1080	0	0	0	0	20	$2480	March	March
3.6 Saturday Public Workshop	0	$0	0	$0	0	0	0	$0	0	$0	March	March
3.7 Final Draft Code	0	0	12	$1,320	12	$1,140	8	$680	32	$3140	April	April
PHASE 4 Public Hearings and Last Steps												
4.1 Planning Commission Public Hearing	8	$1,400	8	$720	0	0	0	0	16	$2120	April and May	May
4.2 City Council Public Hearing	8	$1,400	8	$720	0	0	0	0	16	$2120	May	May
4.3 Final Document					8	$680	8	$680	16	$1360	June	June
Subtotal												
Direct Costs (travel/postage/phone)										**$1,050**		
TOTAL FEE - Phase One Downtown										**$55,000**	**7-8 Months**	
Optional Phase Two – Grant Avenue										**$36,000****		

*** Price is contingent on award of Phase One and assuming meetings can be held the same day.*

EXHIBIT "C"

GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, Consultant shall be an independent contractor and shall not be an employee of the Agency. The Agency shall have the right to control Consultant only insofar as the results of Consultant's services rendered pursuant to this Agreement; however, Agency shall not have the right to control the means by which Consultant accomplishes services rendered pursuant to this Agreement.

It is understood and agreed that Consultant's employees are not "employees-for-hire", but are provided as a part of professional services to serve a specific purpose for a temporary period. Should the Agency wish to hire for permanent employment an employee of Consultant within this Agreement period or for a period of one year after services are completed, Agency shall contact Consultant in writing and make such a request. Consultant shall work with Agency regarding equitable compensation for hiring away of said employee.

(2) LICENSES; PERMITS; ETC.. Consultant represents and warrants to Agency that Consultant has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Consultant to practice Consultant's profession. Consultant represents and warrants to Agency that Consultant shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for Consultant to practice his profession.

(3) TIME. Consultant shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of Consultant's obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, Consultant shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability Consultant may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. Consultant shall obtain at its sole cost and keep in full force and effect during the term of this agreement general liability insurance with personal injury, products complete coverage in the amount of $2,000,000 per occurrence. Consultant shall maintain automobile liability insurance, combined single limit in the amount of $1,000,000 per accident. The Agency, City of Winters, its officers, agents, employees and designated volunteers shall be named as additional insureds under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the Agency or other names insureds will be called upon to cover a loss covered thereunder; and (4) insurance shall be provided by an, at least, A-7 rated company. The form of said endorsements(s) shall be supplied by the Agency.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, Consultant shall maintain an Errors and Omissions Insurance policy in the

amount of not less than $1,000,000.

(d) CERTIFICATES OF INSURANCE. Consultant shall file with Agency's Clerk upon the execution of this Agreement, certificates of insurance which shall provide that no cancellation shall be made during the term of this agreement, without thirty (30) days written notice to the Agency prior to the effective date of such cancellation, or change in coverage.

Consultant shall file with the Agency Clerk concurrent with the execution of this Agreement, a Standard Accord form with endorsements providing for each of the above requirements.

(5) Consultant NOT AGENT. Except as Agency may specify in writing, Consultant shall have no authority, express or implied, to act on behalf of Agency in any capacity whatsoever as an agent. Consultant shall have no authority, express or implied, pursuant to this Agreement, to bind Agency to any obligation whatsoever.

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. Consultant shall assign only competent personnel to perform services pursuant to this Agreement. Specifically, Mark Brodeur, FIUD shall service as Project Director and shall personally provide project supervision and vision for the entire term of the project. Mr. Brodeur shall also participate in meetings with the Agency, attend/lead all project public workshops and attend all public hearings.

In the event that Agency, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by Consultant to perform services pursuant to this Agreement, Consultant shall remove any such person immediately upon receiving notice from Agency of the desire of Agency for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. Consultant shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Consultant is engaged in the geographical area in which Consultant practices his profession. Services and materials pursuant to this Agreement shall be prepared in a substantial and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in Consultant's profession. Agency shall be the sole judge as to whether the product of the Consultant is in accordance with this Agreement; however, such approval shall not be unreasonably withheld.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by either party for reason of breach of Agreement upon written notification to either party. Consultant shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. Consultant shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the Agency.

(10) PRODUCTS OF CONSULTING. All products of the Consultant resulting from this Agreement shall be the property of the Agency. Consultant shall not be held liable for any reuse of

the Agency-owned work product for purposes outside this Agreement.

(11) INDEMNIFY AND HOLD HARMLESS. Consultant shall indemnify, hold harmless the Agency, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent caused by the willful misconduct, negligent acts, errors or omissions of Consultant or any person directly or indirectly employed by or acting as agent for Consultant in the performance of this Agreement.

The Agency shall indemnify, hold harmless the Consultant, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent caused by the willful misconduct, negligent acts, errors or omissions of Agency or any person directly or indirectly employed by or acting as agent for Agency in the performance of this Agreement.

It is understood that the duty of Consultant to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve Consultant from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the Agency shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the Agency if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The Agency desires wherever possible, to hire qualified local residents to work on Agency projects. Local resident is defined as a person who resides in Yolo County.

The Agency encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) Consultant NOT PUBLIC OFFICIAL. Consultant is not a "public official" for purposes of Government Code §87200 et seq. Consultant conducts research and arrives at conclusions with respect to his or her rendition of information, advise, recommendation or counsel independent of the control and direction of the Agency or any Agency official, other than normal contract monitoring. In addition, Consultant possesses no authority with respect to any Agency decision beyond the rendition of information, advice, recommendation or counsel.

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 18, 2007

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

FROM: Shelly A. Gunby, Director of Financial Management

SUBJECT: Treasurer Report for October, 2007

RECOMMENDATION:
The City Council receives and file the City of Winters Treasurer's Report October 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, the reports for the month of October are before you.

General Fund:
General Fund revenues are 13% of budgeted. The following items affect how the cash flows into the general fund.

- The first installment of Property tax will be received in January 2008. The first installment represents 11% of budgeted revenues for the fiscal year.
- The first installment of Property tax in lieu of sales tax will be received in January 2008. The first installment represents 2% of budgeted revenues for the fiscal year.
- The first installment of Property tax in lieu of VLF will be received in January 2008. This first installment represents 8% of budget revenues for the fiscal year.
- 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 33% of budgeted.
- Building permit fees collected are 12% of budgeted, while the building permit supplement fee is 5% of budgeted

General Fund Expenditures are 21% of the budgeted expenditures. Staff is continuing to be frugal in expenditures.

Other Funds:
Fund 211: Expenditures are 25% of budgeted and the first installment of the City Wide Assessment fee will be received from the county in Janury 2008.

Fund 221: Expenditures are 26% of budgeted.

Fund 231: Expenditures are 27% of budgeted.

Funds 701 and 711: The first installment on property taxes will be received in January 2008. Expenditures for these funds are 31% of budget for the Community Development Agency Increment fund . The Low income housing expenditures are 39% of budget .

Fund 611: Revenues are 33% of budget, and Expenditures are 40% of budgeted, this is due to the implementation of capital projects for the water system.

Fund 621: The Sewer O & M fund expenditures are 27% of budgeted while revenues are 34% of budgeted. .

FISCAL IMPACT:
None

City of Winters
Summary of Expenditures
July 1, 2007 Through October 31, 2007

% of Year Complete 33%

Fund	Fund Description	Budget 2007-2008	October Actual	Year to Date Actual	Unused Budget	% of Budget Used
101	General Fund Expenditures by Departm					
110	City Council	$ 3,467	$ 19	$ 166	$ 3,301	5%
120	City Clerk	6,900	517	2,225	4,675	32%
130	City Treasurer	334	29	115	219	34%
150	City Attorney	41,300	2,950	15,200	26,100	37%
160	City Manager	30,048	2,147	9,322	20,726	31%
170	Administrative Services	173,814	12,966	50,444	123,370	29%
180	Finance	2,298	173	707	1,591	31%
210	Police Department	1,719,069	149,589	492,574	1,226,495	29%
310	Fire Department	433,872			433,872	
410	Community Development	410,615	32,329	120,537	290,078	29%
420	Building Inpections	128,001	8,943	41,335	86,666	32%
610	Public Works-Administration	1,015,659	15,305	67,407	948,252	7%
710	Recreation	142,776	4,783	40,476	102,300	28%
720	Community Center	92,801	7,308	25,927	66,874	28%
730	Swimming Pool	51,553	1,265	29,365	22,188	57%
	Total General Fund Expenditure	$ 4,252,507	$ 238,323	$ 895,800	$ 3,356,707	21%
211	City Wide Assessment	290,583	21,232	72,512	218,071	25%
221	Gas Tax Fund	119,169	8,040	30,473	88,696	26%
231	State COPS 1913	216,956	12,016	57,986	158,970	27%
251	Traffic Saftey	4,500			4,500	
261	Traffic Congestion Relief	103,780			103,780	
262	Street Grants	458,300			458,300	
274	Park Grant		105	105	-105	
291	Beverage Recycling Grant	6,000	1,000	1,021	4,979	17%
294	Transportation	935,750	54,297	134,254	801,496	14%
298	Workforce Housing	117,547			117,547	
311	STBG 700 Housing Rehab		53,524	53,517	-53,517	
313	STBG 96-1043 Housing & Public W		727	2,908	-2,908	
321	EDBG 99-688 Buckhorn		1,450	7,041	-7,041	
411	Street Impact Fee	1,146,206	121,875	219,762	926,444	19%
412	Storm Drain Impact Fee	8,556			8,556	
413	Park & Recreation Impact Fee	16,672	2,413	4,716	11,956	28%
414	Public Saftey Impact Fee	469,756	17,920	17,969	451,787	4%
415	Fire Impact Fee	490,556	18,200	18,249	472,307	4%
416	General Facility Impact Fee	8,555			8,555	
417	Water Impact Fee	2,102,855	33	33	2,102,822	
418	Sewer Impact Fee	4,714,695			4,714,695	
422	Landfill Capital	67,700	1,000	1,150	66,550	2%
427	Equipment Replacement Fund	163,961		83,356	80,605	51%
494	CARF	40,000			40,000	
495	Monitoring Fee			1,430	-1,430	
611	Water O & M	888,550	66,134	353,655	534,895	40%
621	Sewer O & M	1,251,367	59,491	339,673	911,694	27%
623	Sewer Bond			98,884	-98,884	
651	Central Service Overhead			-2,480	2,480	
701	Community Redevelopment	1,673,169	53,710	517,153	1,156,016	31%
702	RDA Project Area Fund H	8,667,582	160,935	260,899	8,406,683	3%
711	Community Redevelopment LIH	526,983	14,884	207,774	319,209	39%
712	LIH Bond Proceeds	1,687,684			1,687,684	
751	Community Redevelopment LTD			11,157	-11,157	
831	Swim Team	72,671		49,513	23,158	68%
	Total Expenditures	$ 30,502,610	$ 907,309	$ 3,438,510	$ 27,064,100	11%

City of Winters
General Fund Revenue Summary
July 1, 2007 Through October 31, 2007

% of Year Completed 33%

G/L Code	Account Description	Budget 2007-2008	October Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	$ 730,775			
101-41102	Property Tax in Lieu of Sales Tax	90,000			
101-41103	Property Tax in Lieu of VLF	505,925			
101-41401	Sales & Use Tax	270,000	17,500	32,681	12%
101-41402	Prop 172	25,000			0%
101-41403	Franchise Fee	205,040	37,542	37,542	18%
101-41404	Property Transfer Tax	16,000			0%
101-41405	Utility Tax	378,000	37,261	128,528	34%
101-41406	Municiple Services Tax	278,520	23,400	93,190	33%
101-41408	TOT Tax	3,200	916	1,940	61%
101-41511	Off-Highway VLF	200			0%
101-46101	Building Permit Surcharge	237,768	1,573	12,244	5%
101-41407	Business Licenses	26,200	380	2,441	9%
101-46102	Building Permits	92,853	1,950	11,302	12%
101-46103	Encroachment Permit	1,000		104	10%
101-46104	Other Licenses & Permits	48,853	580	4,333	9%
101-41507	Motor Vehicle in Lieu	51,000	1,623	10,724	21%
101-41509	Homeowners Property Tax Relief	15,000			0%
101-48106	Post Reimbursement	3,500		890	25%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	150		26	17%
101-42103	Plan Check Fees	61,387	860	5,797	9%
101-42104	Planning Application Fees	2,000		2,500	125%
101-42105	Sales of Maps and Publications	150			0%
101-42108	Police Reports	800	46	240	30%
101-42109	Fingerprint Fees	2,800	514	1,791	64%
101-42111	Towing/DUI Reimbursement	2,000	220	445	22%
101-42112	Ticket Sign Off Fees	250	75	116	46%
101-42201	Recreation Fees	7,500		2,028	27%
101-42203	Youth Drama Revenues	4,000			0%
101-42205	Basketball Revenues	4,700			0%
101-42211	Pool Ticket Sales	2,000		5,076	254%
101-42215	Swim Passes	2,000	255	518	26%
101-42216	Swim Lessons	1,800		600	33%
101-42217	Water Aerobics Fees	500			0%
101-42219	Life Guard Classes	900			0%
101-42301	Park Rental	850	30	255	30%
101-42302	Library Hall Rental	800	180	495	62%
101-42303	Community Center Rental	21,000	3,341	12,218	58%
101-42304	Community Center Insurance Collected	2,500		363	15%
101-44101	Rents/Leases Revenues	40,000	1,610	11,272	28%
101-43110	Fines-No Building Permits	750		45	6%
101-44102	Interest Earnings	96,000	14,049	14,063	15%
101-46106	Reinspect Fee	50		348	696%
101-49101	Contributions			2,669	
101-49102	Reimbursements/Refunds		63	3,378	
101-49104	Miscellaneous Revenues	20,000	1,242	53,470	267%
101-49106	Cash Over/Short		(10)		
101-49108	Commissions on Coke Machine	100			0%
101-49109	Developer Planning Reimbursement	15,000	4,558	8,697	58%
101-49901	PERS Asset Transfer	160,000			0%
101-49111	Fireworks Contributions	3,000		3,223	107%
101-49999	Interfund Operating Transfer	26,814			0%
	Total Revenues	$3,458,635	$149,758	$ 465,552	13%

City of Winters
Summary of Revenues
July 1, 2007 through October 31, 2007

% of Year Completed 33%

Fund	Fund Description	Budget 2007-2008	October Actual	Year to Date Actual	Budget to be Received	% of Budget to be Received
101	General Fund	$ 3,458,635	$149,758	$ 465,551	$ 2,993,084	13%
106	Monitoring Fee	3,023	1,085	1,085	1,938	36%
211	City Wide Assessment	285,581			285,581	
212	Flood Assessment District	137	49	49	88	36%
221	Gas Tax	130,509	22,532	33,640	96,869	26%
223	PERS Trust Fund	14,605	3,004	3,004	11,601	21%
231	State COPS AB1913	107,384	1,462	1,462	105,922	1%
243	'96 COPS MORE Grant	61	22	22	39	36%
251	Traffic Saftey	11,678	2,143	2,318	9,360	20%
252	Asset Forfieture	561	160	160	401	29%
254	Vehicle Theft Deterrent	1,093	393	393	700	36%
261	Traffic Congestion Relief	3,317	1,191	1,191	2,126	36%
262	Street Grants	485,000			485,000	
291	Beverage Recycling	5,502	180	5,180	322	94%
294	Transportation	284,505	2,099	23,045	261,460	8%
298	Workforce Grant	425,000			425,000	
311	STBG 700 Housing	5,765	53,072	55,036	(49,271)	955%
313	STBG 96-1043 Housing & Public W	7,645	727	2,908	4,737	38%
321	EDBG 99-688 Buckhorn	16,168	1,450	5,801	10,367	36%
351	RLF Housing Rehab	6,393	21,832	21,829	(15,436)	341%
352	RLF Affordable Housing	8,980	32,812	32,808	(23,828)	365%
355	RLF Small Business	22,546	4,756	12,528	10,018	56%
356	RLF HOME Program		631	631	(631)	
411	Street Impact Fee	1,444,533	18,214	25,946	1,418,587	2%
412	Storm Drain Impact Fee	9,900	1,922	1,995	7,905	20%
413	Parks & Recreation Impact Fee	4,543,552	9,901	13,842	4,529,710	
414	Public Saftey Impact Fee	1,030,201	4,224	5,272	1,024,929	1%
415	Fire Impact Fee	1,069,501	3,168	4,760	1,064,741	
416	General Facilities Impact Fee	1,579,318	4,212	6,554	1,572,764	
417	Water Impact Fee	358,039	7,513	13,262	344,777	4%
418	Sewer Impact Fee	487,558	11,118	18,001	469,557	4%
421	General Fund Capital	20,633	7,097	7,097	13,536	34%
422	Landfill Capital	14,155	4,973	4,973	9,182	35%
424	Parks & Recreation Capital	1,445,885	533	533	1,445,352	
427	Capital Equipment	67,984	7,269	106,223	(38,239)	156%
481	General Plan 1992	83,656	100	1,530	82,126	2%
482	Flood Control Study	46	17	17	29	37%
492	RAJA Storm Drain	1,374	493	493	881	36%
494	CARF	9,229	1,133	2,758	6,471	30%
495	Monitoring Fee	83,656		1,353	82,303	2%
496	Storm Drain Non-Flood	8	3	3	5	38%
501	General Debt Service	2,745	731	731	2,014	27%
611	Water O & M	925,897	76,216	305,146	620,751	33%
612	Water Reserve	3,500	539	1,204	2,296	34%
616	Water Conservation		1,942	3,883	(3,883)	
621	Sewer O & M	997,502	84,350	337,895	659,607	34%
623	Sewer Bond	8,284			8,284	
701	Community Redevelopment		26,363	37,520	(37,520)	
702	RDA Project Area Fund	75,432	29,166	29,166	46,266	39%
711	Community Redevelopment LIH	423,887	7,941	7,941	415,946	2%
712	RDA Housing Project Area		15,025	15,025	(15,025)	
751	Community Redevelopment LTD	280	101	11,258	(10,978)	999%
821	Winters Library	18,355	6,590	6,590	11,765	36%
831	Swim Team	65,238	875	59,382	5,856	91%
	Total Revenues	$ 20,054,436	$631,087	$1,698,994	$ 18,355,442	8%

City of Winters
Fund Balances Report
Estimated Fund Balances as of October 31, 2007

Fund	Fund Description	Unaudited Fund Balances 6/30/2007	Revenues 7/1/07 to 10/31/2007	Expenditures 7/1/07 to 10/31/2007	Transfers In/(Out)	Ending Fund Balance	Change From 6/30/2007
101	General Fund	$ 2,601,415	$ 465,551	$ 895,802	$ -	$ 2,171,164	$ (430,251)
208	First Time Homebuyer	77,536	1,085		-	78,621	1,085
211	City Wide Assessment	65,953		72,512	-	(6,559)	(72,512)
212	Flood Assessment District	3,515	49		-	3,564	49
221	Gas Tax	720	33,640	30,473	-	3,887	3,167
223	PERS Trust Fund	214,599	3,004		-	217,603	3,004
231	State COPS 1913	152,432	1,462	57,986	-	95,908	(56,524)
243	'96 COPS MORE Grant	1,569	22		-	1,591	22
251	Traffic Saftey	140,014	2,318		-	142,332	2,318
252	Asset Forfeiture	11,462	160		-	11,622	160
254	Vehicle Theft Deterrent	28,040	393		-	28,433	393
261	Traffic Congestion Relief	85,071	1,191		-	86,262	1,191
274	Park Grant	(531)		105	-	(636)	(105)
291	Beverage Recycling Grant	12,859	5,180	1,021	-	17,018	4,159
294	Transportation	209,694	23,045	134,254	-	98,485	(111,209)
311	STBG 700 Housing	(1,971)	55,036		(53,517)	(452)	1,519
313	STBG-96-1043 Housing and P	(29,070)	2,908		(2,908)	(29,070)	
321	EDBG 99-688 Buckhorn	1,240	5,801		(7,041)		(1,240)
351	RLF Housing Rehabilitation	41,809	422		21,407	63,638	21,829
352	RLF Affordable Housing	67,254	697		32,110	100,061	32,807
355	RLF Small Business	176,436	2,579		9,949	188,964	12,528
356	RLF HOME Program	45,071	631		-	45,702	631
411	Street Impact Fee	1,486,296	25,946	219,762	-	1,292,480	(193,816)
412	Storm Drain Impact Fee	167,201	1,995		-	169,196	1,995
413	Parks & Recreation Impact	697,042	13,842	4,716	-	706,168	9,126
414	Public Saftey Impact Fee	293,616	5,272	17,969	-	280,919	(12,697)
415	Fire Impact Fee	217,580	4,760	18,249	-	204,091	(13,489)
416	General Facilities Impact	294,940	6,554		-	301,494	6,554
417	Water Impact Fee	530,921	13,262	33	-	544,150	13,229
418	Sewer Impact Fee	(229,217)	18,001		-	(211,216)	18,001
421	General Fund Capital	506,983	7,097		-	514,080	7,097
422	Landfill Capital	355,410	4,973	1,150	-	359,233	3,823
424	Parks and Recreation Capit	163,095	533		-	163,628	533
427	Equipment Replacement Fund	459,608	7,339	83,356	98,884	482,475	22,867
481	General Plan 1992	(580,030)	100		1,430	(578,500)	1,530
482	Flood Control Study	(123,810)	17		-	(123,793)	17
492	RAJA Storm Drain	25,733	493		-	26,226	493
494	CARF	56,787	2,758		-	59,545	2,758
495	Monitoring Fee	77	1,353		(1,430)		(77)
496	Storm Drain Non-Flood	215	3		-	218	3
501	General Debt Service	52,188	731		-	52,919	731
611	Water O & M	470,027	305,146	349,773	(3,883)	421,517	(48,510)
612	Water Reserve	46,251	1,204		-	47,455	1,204
616	Water Conservation	8,813			3,883	12,696	3,883
621	Sewer O & M	2,508,967	337,895	339,673	-	2,507,189	(1,778)
623	Sewer Bond	98,884			(98,884)		(98,884)
651	Central Service Overhead	(2,480)		(2,480	-		2,480
701	Community Redevelopment	2,848,291	26,363	517,153	11,157	2,368,658	(479,633)
702	RDA Project Area	1,993,740	29,166	260,899	-	1,762,007	(231,733)
711	Community Redevelopment LI	759,672	7,941	207,774	-	559,839	(199,833)
712	RDA Housing Project Area	1,310,437	15,025		-	1,325,462	15,025
751	Community Redevelopment LT	1,107,759	11,258		(11,157)	1,107,860	101
821	Winters Library	470,773	6,590		-	477,363	6,590
831	Winters Library	53,516	59,382	49,513	-	63,385	9,869
911	General Fixed Assets	4,543,056			-	4,543,056	
	Totals	$24,497,458	$1,520,173	$3,259,693	$ -	$22,757,938	$(1,739,520)

City of Winters
Cash and LAIF Balances
As of October 31, 2007

Fund	Description	Balance 6/30/2007	Balance 10/31/2007
101	General Fund	$ 2,723,453	$ 2,264,837
208	First Time Homebuyer	76,540	78,622
211	City Wide Assessment	61,214	(11,506)
212	Flood Assessment District	3,470	3,564
221	Gas Tax	(12,804)	4,430
223	PERS Trust Fund	209,787	217,603
231	State COPS 1913	150,474	95,908
243	COPS MORE Grant	1,549	1,591
251	Traffic Saftey	135,461	142,332
252	Asset Forfeiture	13,652	11,622
254	Vehicle Theft Deterrent	27,680	28,433
261	Traffic Congestion Relief	83,978	86,262
274	Park Grant	(531)	(531)
291	Beverage Recycling Fund	12,694	17,018
294	Transportation(Including Bus S	209,741	98,485
311	STBg-700 Housing Grant	(1,971)	
321	EDBG 99-688 Buckhorn	1,240	
351	RLF Housing Rehab	29,783	51,995
352	RLF First Time Homebuyer	49,195	82,635
355	RLF Small Business	174,153	188,963
356	RLF-HOME Program	44,492	45,702
411	Street Impact Fee	1,374,015	1,197,479
412	Storm Impact Fee	135,442	139,196
413	Parks and Recreation Impact Fe	697,771	706,169
414	Police Impact Fee	290,058	286,039
415	Fire Impact Fee	215,002	209,290
416	General Facilities Impact Fee	291,150	301,493
417	Water Impact Fee	524,068	544,150
418	Sewer Impact Fee	777,409	805,341
421	General Fund Capital	500,184	514,081
422	Landfill Capital	352,467	359,233
424	Parks and Recreation Capital	162,606	163,628
427	Capital Equipment Fund	453,724	482,475
429	Service Reserve	525,253	539,537
481	General Plan 1992 Study	(580,030)	(578,500)
482	Flood Control Study	1,175	1,207
492	RAJA Storm Drain	34,869	35,815
494	Captial Asset Recovery Fee	56,069	59,545
496	Storm Drain Non-Flood	212	218
501	General Debt Service	51,281	52,916
502	General LTD		2
611	Water O & M	183,802	(26,218)
612	Water Reserve	43,159	47,361
616	Water Conservation	8,813	12,696
621	Sewer O & M	7,694	(64,258)
623	Sewer Bond	96,450	
651	Central Services	17,738	3,022
701	Redevelopment	2,735,419	2,371,541
702	2004 Bond Proceeds	1,983,537	1,910,507
703	2007 Bond Proceeds	8,850,618	8,849,838
711	RDA Low Income Housing	726,726	559,839
712	RDA 2004 LIH Bond Proceeds	1,296,123	1,325,462
713	2007 LIH Bond Proceeds	1,466,595	1,463,420
751	Redevelopment LTD	18,719	18,912
821	Winters Library	464,724	477,363
831	Swim Team	53,792	63,384
	Total Cash	$ 27,809,884	$ 26,240,148

CITY OF WINTERS CALIFORNIA

CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers

DATE: December 18, 2007

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

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

SUBJECT: Investment Report for October 2007

RECOMMENDATION:
The City Council receive and file the City of Winters monthly investment report for October 2007

BACKGROUND:
The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings October 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, a Guaranteed Investment Contract for 2004 Tax Allocation Bond Reserve, 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 October 2007 reflect investment earnings on all of the above.

FISCAL IMPACT:
None.

City of Winters
Investment Report
As of October 31, 2007

Fund	Fund Description	Interest Earned October 2007	Interest Earned 7/1/07-10/310/07
101	GENERAL FUND	$ 14,049	$ 14,063
212	FLOOD ASSESSMENT DISTRICT	49	49
223	PERS TRUST FUND	3,004	3,004
231	STATE COPS 1913	1,462	1,462
243	COPS MORE GRANT	22	22
251	TRAFFIC SAFTEY	1,963	1,963
252	ASSET FORFEITURE	160	160
254	VEHICLE THEFT DETERRENT	393	393
261	TRAFFIC CONGESTION RELIEF	1,191	1,191
291	BEVERAGE RECYCLE GRANT	180	180
294	TRANSPORTATION/BUS	2,099	2,099
311	STBG-700	14,390	14,515
313	STBG 96-1043	88	368
321	EDBG 99-688	810	3,261
351	RLF HOUSING REHAB	422	422
352	RLF AFFORDABLE HOUSING	697	697
355	RLF SMALL BUSINESS	2,579	2,579
356	RLF HOME PROGRAM	631	631
411	STREET IMPACT FEE	18,214	18,214
412	STORM IMPACT FEE	1,922	1,922
413	PARKS & REC IMPACT FEE	9,781	9,781
414	POLICE IMPACT FEE	4,124	4,124
415	FIRE IMPACT FEE	3,068	3,068
416	GENERAL FACILITY IMPACT FEE	4,162	4,162
417	WATER IMPACT FEE	7,513	7,513
418	SEWER IMPACT FEE	11,118	11,118
421	GENERAL FUND CAPITAL	7,097	7,097
422	LANDFILL CAPITAL	4,973	4,973
424	PARKS & REC CAPITAL	533	533
427	EQUIPMENT REPLACEMENT FUND	6,412	6,412
482	FLOOD CONTROL STUDY	17	17
492	RAJA STORM DRAIN	493	493
494	CARF	782	782
501	GENERAL DEBT SERVICE	731	731
612	WATER RESERVE	539	539
701	REDEVELOPMENT	23,363	23,363
702	RDA PROJECT AREA	29,166	29,166
711	REDEVELOPMENT LIH	7,941	7,941
712	RDA LIH PROJECT AREA	15,025	15,025
751	REDEVELOPMENT LTD	101	11,258
821	WINTERS LIBRARY	6,590	6,590
831	SWIM TEAM	875	875
	Total Investment Revenues	$ 208,729	$ 222,756