



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 20, 2008
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 Council Members. 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

- A. Minutes of a Regular Meeting of the Winters City Council Held on Tuesday, May 6, 2008 (pp 1-7)

- B. Approval of Memorandum of Agreement with Yolo County in support of the Winters Community Family Literacy Collaborative (pp 8-11)
- C. Resolution 2008-19 A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIII B of the California Constitution for the Fiscal Year 2008-2009 (pp 12-15)

PRESENTATIONS

DISCUSSION ITEMS

1. Public Hearing and First Reading of Ordinance No. 2008-09, an Ordinance of the City Council of the City of Winters Amending Chapter 17.96 of the Zoning Code Pertaining to Requirements for On-Sale Liquor Establishments (pp 16-22)
2. Introduction and Waive the First Reading of Ordinance 2008-08, an Ordinance of the City Council of the City of Winters approving an Amendment to The Anderson Place Development Agreement located at 723 Railroad Avenue (APN 003-322-20) (pp 23-111)
3. Second Reading and Adoption of Ordinance 2007-04, an Ordinance of the City Council of the City of Winters amending Chapter 10.16 of the Winters Municipal Code Pertaining to Stopping, Standing, and Parking (pp 112-117)
4. Choice of Sites and Designs for Park Monument Signs (pp 118-125)

COMMUNITY DEVELOPMENT AGENCY

CONSENT CALENDAR

- A. Consultant Services Agreement with PKF Consulting for a Phase I Hotel Market Demand Analysis (pp 126-157)

DISCUSSION ITEMS

CITY MANAGER REPORT

COUNCIL/STAFF COMMENTS

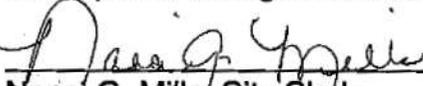
INFORMATION ONLY

EXECUTIVE SESSION

Meeting with City Manager to Discuss City Manager Evaluation
Pursuant to Section 54957 of the Government Code

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 20, 2008, 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 May 14, 2008, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on Tuesday, May 6, 2008

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

Those present were: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin and Mayor Fridae. Also present were City Manager John Donlevy, Chief of Police Bruce Muramoto, Director of Financial Management Shelly Gunby, Economic Development Director/Asst. Executive Director-CDA Cas Ellena, Associate Elliot Landes, and City Clerk Nanci Mills. Absent were Council Member Tom Stone and City Attorney John Wallace.

Pledge of Allegiance

Approval of Agenda: Council Member Anderson requested that Items B and D of the Consent Calendar be moved to the Discussion Calendar. These changes were approved unanimously.

PUBLIC COMMENTS

Catherine (Catt) Hasbrook, 511 Putah Creek Road, representing Winters Track & Field team, spoke against the removal of the trees along Hemenway Street, which are near several field event venues. This area is also used as a roll call area for the track team and the trees hold a special significance for many students. (These public comments were originally heard following Discussion Item #1.)

CONSENT CALENDAR

- A. Minutes of a Regular City Council Meeting of the Winters City Council held on April 15, 2008; Minutes of a Special City Council Meeting of the Winters City Council held on April 29, 2008
- B. Resolution 2008-18, A Resolution of the City Council of the City of Winters, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009 **(Moved to Discussion Item 7)**
- C. Authorization to amend the Professional Services Contract with ZSI Incorporated in the amount of \$23,860 for design of renovation plans or the East Street Sewer Pump Station Motor Control Centers (re: Purchase and Design of the Scada System)

- D. Approval of Contract with Foresight Consulting for the Preparation of a Water and Sewer Rate Analysis **(Moved to Discussion Item 6)**

City Manager Donlevy gave an overview. Council Member Anderson requested that Items B and D be moved to the Discussion Calendar and made a motion to approve the Consent Calendar as amended. Seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

PRESENTATIONS: None

DISCUSSION ITEMS

Community Development Agency Director Michael Martin opened a joint City Council and Community Development Agency meeting at 7:40 p.m.

1. **Joint City Council/ Community Development Agency Public Hearing and Adoption of Resolution 2008-12, A Resolution of the City Council of the City of Winters Making Certain Findings Pursuant to California Health and Safety Code Section 33445 and Resolution 2008-13, A Resolution of the Winters Community Development Agency Making Findings Pursuant to California Health and Safety Code Section 33445 and Authorizing Certain Other Related Matters Regarding the Use of Tax Allocation Bond Funding for Construction of the Public Safety Facility (Joint Police/Fire Station)**

Director of Financial Management Gunby gave an overview, stating the Redevelopment Agency bonds will be used for the funding of this project, and indicated project estimates must be made at the beginning of the bond process. City Manager Donlevy added that these funds are part of the redevelopment implementation plan. Council Member Martin confirmed that any extra money received will go into the redevelopment fund.

Mayor Fridae opened the joint public hearing at 7:43 p.m. The joint public hearing was closed at 7:43 p.m. with no public comments.

Council Member Anderson made a motion to approve Resolution 2008-12, A Resolution of the City Council of the City of Winters Making Certain Findings Pursuant to California Health and Safety Code Section 33445 and Resolution 2008-13, A Resolution of the Winters Community Development Agency Making Findings Pursuant to California Health and Safety Code Section 33445 and Authorizing Certain Other Related Matters Regarding the Use of Tax Allocation

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Bond Funding for Construction of the Public Safety Facility (Joint Police/Fire Station). Seconded by Council Member Aguiar-Curry. Motion carried unanimously with the following roll call vote:

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

2. Conduct a Public Hearing and Introduce Ordinance 2007-04, an Ordinance of the City of Winters amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing, and Parking

Council Member Anderson stepped down due to a possible conflict of interest.

City Manager Donlevy gave an overview. This new ordinance would direct residents to obtain permits from the Police Department, which would allow the parking of vehicles on the street for up to 36 days per year (or 3 days per month.) The ordinance will also define what constitutes the moving of a vehicle. The new ordinance would also prohibit residents from living in a vehicle for a period not to exceed 120 hours or 5 days, but not more than 14 calendar days total per year.

Council Member Aguiar-Curry asked if the new ordinance applies to the occupation of an RV whether it is parked on the street or on personal property. City Manager Donlevy confirmed it would apply to street parking only. She also asked if there would be a fee schedule. It was confirmed that a violation would be that of a standard parking ticket, or \$20. Council Member Martin asked if the fines would increase with repeated violations. It was confirmed that all violations would remain at \$20.

Mayor Fridae opened the public hearing at 8:07 p.m.

Glenn DeVries, 410 Village Circle, inquired what prompted this new ordinance. He has seen many violators and submitted photos of the violations to the Police Department to encourage the enforcement of the existing ordinance. The existing ordinance, which states a 5 day limit, is not currently being upheld by the Police Department. Are there any guarantees this ordinance will be upheld? It was confirmed that the parking permits that will be available from the Police Department will be free of charge. Mr. DeVries believes the existing ordinance should remain in place, which he feels is "cleaner" and just needs to be enforced by the Police Department. He does not see the need for a new ordinance.

Mayor Fridae closed the public hearing at 8:10 p.m.

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City Manager Donlevy indicated 36 days (or 3 days per month) would be allowed under the new ordinance. Residents would still be subject to the 3 day/72 hour limit. The existing ordinance indicates that 5 consecutive days are allowed, where many residents move their conveyances a short distance, thus making the current ordinance an enforcement nightmare. The new ordinance has been prompted by the numerous complaints received from residents regarding neighbors who park and leave their conveyances on the street for long periods of time.

Council Member Martin asked if the new ordinance would be enforced and City Manager Donlevy replied "yes." Council Member Aguiar-Curry would like to see the Police Department make a "clean sweep" by citing all vehicles that have been parked in one place for a long period of time to set a precedence and put the residents on notice.

Cathy Cowan, 106 Third Street, agreed with Glenn DeVries. She also inquired whether the new ordinance would apply to parking in the alleyways. It would, as there is no parking allowed in the alleyways. She also inquired about vehicles parked on the sidewalks. It is not permissible as per the California Vehicle Code, as per Police Chief Muramoto. She indicated that this happens all over town.

Council Member Aguiar-Curry inquired where the vehicles would be towed to and who would incur the charge? Police Chief Muramoto stated the standard C.H.P. towing agreement would be in effect and the registered owner would be responsible for the towing/storage charges. If there is no registered owner, a junk slip will be completed by a police officer and towed to a dismantler.

Council Member Martin made a motion to introduce Ordinance 2007-04, an Ordinance of the City of Winters amending Chapter 10.16 of the Municipal Code Pertaining to Stopping, Standing, and Parking, with the second reading to be held at the May 20, 2008 City Council meeting. Seconded by Council Member Aguiar-Curry Motion carried with the following roll call vote:

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

Council Member Anderson returned to the dais at this time.

3. **Resolution 2008-17, A Resolution of the City Council of the City of Winters Amending the City of Winters 2007-2008 Adopted Operating Budget**

Director of Financial Management Gunby gave an overview, seeking approval of additional expenditures to replace an 8 year-old police car, purchase radios, and misc. equipment to be installed in police vehicles. Funds would be taken from the capital replacement fund and from interest earned from grants.

Council Member Anderson made a motion to approve Resolution 2008-17, amending the City of Winters 2007-2008 Adopted Operating Budget. Seconded by Council Member Martin. Motion carried with the following roll call vote:

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

4. Solar Power Purchase Agreement

City Manager Donlevy gave an overview and introduced Associate Elliot Landes to further outline the details of the purchase agreement.

Council Member Aguiar-Curry made a motion to approve the Solar Power Purchase Agreement. Seconded by Council Member Martin. Motion carried unanimously, with Council Member Stone absent.

5. Budget Workshop – Schedule

City Manager Donlevy gave an overview, citing a current budget deficit of approximately \$400,000. He cited this as being a serious issue since the total general fund budget is only \$3 million. City Manager Donlevy would like to schedule a workshop with the entire Council in the coming weeks to receive staff recommendations, review, formulate and adopt the 2008-2009 budget. The agreed upon date is May 27, 2008, from 6:00 to 7:30 p.m. in Council Chambers.

6. Approval of Contract with Foresight Consulting for the Preparation of a Water and Sewer Rate Analysis (Moved from Consent Item D)

City Manager Donlevy gave an overview. An RFP (Request for Proposal) was previously authorized for a water meter study, where the current rates would be reviewed as well as potential rates. As there is currently no building being done, Council Member Anderson did not believe metering was an urgent matter. Council Member Aguiar-Curry asked if there was a timeline for meter installation and City Manager Donlevy replied the City would like to move towards metering. The requirement threshold for Winters is 3,000 units, and meters must be installed within 5 years after this threshold is reached. He also stated that more than half of the City already has water meters, but are not based on current water

consumption. The Rate Analysis will look at current consumption and is needed regardless of whether water meters are installed. Council Member Anderson inquired if there was a way to conserve water without metering or a program to educate residents about water conservation and asked if the annual study was needed. City Manager Donlevy replied that Proposition 218 requires the re-adjustment of rates. Director of Financial Management Gunby indicated the study was planned 3 years ago. It was requested that the RFP include what the rates would look like and if the rates are in line, as something must be done. "

Council Member Anderson made a motion to approve the contract with Foresight Consulting for the preparation of a Water and Sewer Rate Analysis. Council Member Aguiar-Curry seconded the motion. Motion carried unanimously, with Council Member Stone absent.

7. **Resolution 2008-18, A Resolution of the City Council of the City of Winters, Preliminarily Approving the Engineer's Annual Levy Report, and Declaring its Intention to Levy and Collect Annual Assessments and Providing Notice of Hearings Thereof for the City of Winters City Wide Maintenance Assessment District, Fiscal Year 2008/2009 (Moved from Consent Item B)**

City Manager Donlevy gave an overview. Voters previously authorized expenditures, which are allowed, but only to be used for the following items: park replacement parts, electricity for parks and streetlights, lawnmowers, sprinklers, portion of public works crew, and janitorial expense for restrooms.

Council Member Anderson made a motion to approve Resolution 2008-18. Seconded by Council Member Martin. Motion carried with the following roll call vote:

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

COMMUNITY DEVELOPMENT AGENCY

CITY MANAGER REPORT: City Manager Donlevy reminded everyone of the Garage Sale of the Rich and Famous, the city-wide yard sale being held in Winters on Saturday, May 10, where only quality merchandise will be sold! He also reminded everyone of the Trestle Bridge Dedication Ceremony and

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unveiling of the monument honoring Mayor Emeritus J. Robert Chapman, to be held on Saturday, May 10, 2008 at 10:00 a.m. at the trestle bridge.

COUNCIL/STAFF COMMENTS:

Council Member Anderson said May is Bike Commute Month in our region and is sponsored by SACOG (Sacramento Area Council of Governments). Their goal is to have riders log a million miles this month. The website on which to post or record your trips is mayisbikemonth.com. Also, SACOG will be coming to Winters on May 28 from 11-11:30 a.m. for Rural Urban Connections. The Council is invited to attend. The all-day tour begins at 9:00 a.m. in Davis by bus, where you will travel up towards Capay/Esparto, to the Stone Ranch for lunch, through Woodland and back to Davis by 4:30 p.m.

Council Member Aguiar-Curry reminded everyone of the League of California Cities Northern California Division meeting to be held at the Woodland Senior Center on Thursday, May 29, as well as a meeting the following day from 9:30 a.m. to noon, which will include speakers. She also spoke of the upcoming Mayor & City Council Executive Forum Advanced Leadership conference to be held on June 4th-7th.

Mayor Fridae said May 17th is Celebrate E.A.R.T.H. at Rotary Park, where there will be a speaker forum at 11:00 a.m., as well as locally produced foods & family activities for all age. He also reminded everyone to bike or walk to work next week in celebration of E.A.R.T.H. Mayor Fridae also added that this weekend (May 10th-11th) is the Double Century Bike Race.

INFORMATION ONLY: None

EXECUTIVE SESSION

Meeting with City Manager to Discuss City Manager Evaluation
Pursuant to Section 54957 of the Government Code

ADJOURNMENT:

Mayor Fridae adjourned the meeting into executive session in memory of Tom Stone's father, Thomas Stone, who passed away on May 3rd, 2008.

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : May 20, 2008
FROM: John W. Donlevy, Jr. 
SUBJECT: Approval of Memorandum of Agreement with Yolo County in support of the Winters Community Family Literacy Collaborative

RECOMMENDATION:

The City Council based on the recommendation of the City Manager approve the Memorandum of Agreement Between Yolo County, by and through its Public Library, and the City of Winters.

BACKGROUND:

The Winters Community Family Literacy Collaborative is seeking to partner with the City of Winters for the purpose of pursuing a First 5 Yolo Integrated Services Grant which will provide family literacy services for children ages 0-5 and their families, focusing on early learning and school readiness. If the grant is approved this agreement shall remain in effect through June 30, 2009.

Literary services provided through this grant will take place at the earliest stages of family development and will include bilingual storytimes and model sharing stories with children in clinics and at prenatal clinics. At each prenatal, well baby and well child visit the expectant and new parent will receive a book to build their home library. Additionally, clinicians will use books to measure eye acuity and alertness and reflexes. Parents and their youngsters, ages 0-5, will receive follow up visits from Collaborative staff and they will be encouraged to visit the library where family literacy will be reinforced with bilingual storytimes and parenting workshops on choosing books to read with their children. New parents will receive a Books for Babies package with books and materials encouraging parents to read to their babies.

The Collaborative has asked for the following in kind contributions from the City of Winters, these in kind contributions are listed in the attached agreement:

1. Publication of events and volunteer recruitment in English and Spanish in the City's newsletter;
2. Publication of events on the City's website;
3. Listing of events on the City's community calendar;

4. Facilitate discussion regarding the Collaborative with the City of Winters Hispanic Advisory Committee;
5. Use of City meeting space when available;
6. Staff participation in Collaborative meetings.

Other partners in the Collaborative are the Winters Friends of the Library, CommuniCare Health Centers, Winters Healthcare Foundation and PICO.

FISCAL IMPACT:

None with this action.

Agreement No. _____

Winters Community Family Literacy Collaborative

**Memorandum of Agreement
Between Yolo County, by and through its Public Library,
and the City of Winters**

This Agreement ("Agreement") is made and entered into this _____ day of _____, 2008, between Yolo County, a political subdivision of the State of California ("County") and the City of Winters (City).

RECITALS

WHEREAS, the Winters Community Family Literacy Collaborative (Collaborative) is formed with organizations serving the City of Winters, with Yolo County Library as the lead agency, for the purpose of providing family literacy services for children ages 0-5 and their families, focusing on early learning and school readiness; and

WHEREAS, the Winters Community Family Literacy Collaborative will be funded through available grants through the First 5 Yolo Integrated Services Grant; and

WHEREAS, this is a multiple year grant, renewable annually which if awarded, the grant will initiate services from Fall 2008 through June 2009;

NOW, THEREFORE County and City agree as follows:

1. Description of services.
 - a. *hist*
 - b.
 - c.
2. Term.
 - a. This Agreement shall become effective upon the approval of the Yolo County Board of Supervisors. It shall remain in effect through June 30, 2009, unless terminated in accordance with the provisions of this Agreement.
 - b. Either party upon thirty (30) days advance written notice to the other party may terminate this Agreement at any time.
3. Notice.

All notices and demands of any kind which either party may require or desire to serve on the other in connection with the Agreement must be served in writing either by facsimile,

personal service, e-mail or by first class mail and addressed to the party to be served as follows:

COUNTY:

CITY:

This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year above set forth.

COUNTY OF YOLO

CITY OF WOODLAND

By _____
Duane Chamberlain, Chair
Yolo County Board of Supervisors

By _____

Attest:
Ana Morales
Yolo County Board of Supervisors

Approved as to Form:

By _____
Deputy (Seal)

Robyn Truitt Drivon, County Counsel



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : May 20, 2008

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

FROM: Shelly A. Gunby, Director of Financial Management

A handwritten signature in cursive script, appearing to read "Shelly", is written over the printed name "Shelly A. Gunby".

SUBJECT: Appropriation Limit for Fiscal Year 2008-2009

RECOMMENDATION:

City Council approve Resolution 2008-19, A Resolution of the City Council of the City of Winters Establishing an Appropriation Limit Pursuant to Article XIIIB of the California Constitution for Fiscal Year 2008-2009

BACKGROUND:

Article XIIIB of the California Constitution places a limit on the appropriations of all state and local agencies in California. It requires an annual review of the appropriation limit calculation. Resolution 2008-19 establishes the appropriation limit for the City of Winters pursuant to Article XIIIB of the California Constitution for the Fiscal Year 2008 - 2009. This limit will be used when preparing the annual budget for the city to insure that appropriations are within the limit.

FISCAL IMPACT:

None

ATTACHMENTS:

Resolution 2008-19
Attachment A-Appropriation Limit Calculation

RESOLUTION 2008-19
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
WINTERS ESTABLISHING AN APPROPRIATION LIMIT
PURSUANT TO ARTICLE XIII B OF THE CALIFORNIA
CONSTITUTION FOR FISCAL YEAR 2008-2009

WHEREAS, Article XIII B of the Constitution of the State of California provides for the annual appropriations of governmental units to be the subject of limitations, and

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal 2008-2009 pursuant to Article XIII B of the Constitution of the State of California be established in the amount of \$5,342,858 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 20th day of May 2008 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

**CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2008-2009
YEAR ENDED JUNE 30, 2009**

APPROPRIATION LIMIT, FISCAL YEAR 2007-08	\$	5,038,928
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		1.060316
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2006-2007	\$	5,342,858

2008-2009
APPROPRIATION LIMIT

Per Capita change = 4.29
Population change = 1.67

Per capital converted to a ratio

$$\frac{4.29+100}{100} = 1.0429$$

Population converted to a ratio

$$\frac{1.67+100}{100} = 1.0167$$

Calculation Factor for FY 2007-2008

$$1.0429 \times 1.0167 = 1.060316$$



**CITY COUNCIL STAFF REPORT
MAY 20, 2008**

TO: Honorable Mayor and Councilmembers
THROUGH: John W. Donlevy, Jr. – City Manager *JD*
FROM: Jeff Fisher, Contract Planner
SUBJECT: Public Hearing and consideration of a city initiated Zoning Code Text Amendment to exclude Rotary Park from the requirements of Zoning Code Section 17.96.030.

RECOMMENDATION: Staff recommends that the City Council take the following actions: (1) receive the staff report; (2) conduct the public hearing; and (3) make a recommendation to the City Council to adopt a Zoning Code Text Amendment which would exclude Rotary Park from the requirements of Zoning Code Section 17.96.030 which requires "on-sale liquor establishments" to be located a minimum distance of 200 feet from public parks; (4) schedule the second reading of the ordinance for the June 3, 2008 Council meeting.

BACKGROUND: The Community Development Department has been in discussions with a private party who has expressed interest in operating a micro-brewery in the Central Business District (CBD) of downtown Winters. The potential brewery site is located at 9 East Main Street, (APN 003-224-04). This site is located approximately 142 feet from Rotary Park. Rotary Park is located on East Main Street, between Railroad Avenue and Elliott Street (APN 003-222-24).

Staff supports the possibility of such a business in the CBD for a variety of reasons. However, since no application for a use permit to allow a brewery has been filed with the city, neither this staff report nor the subsequent public hearing are intended to discuss or make recommendations regarding the proposed brewery or any other businesses which may express interest in operating in the CBD in the future. This staff report and the public hearing are intended to discuss a recommendation to amend the Zoning Code which would exclude Rotary Park from the requirements of Zoning Code Section 17.96.030. A result of the amendment would permit a private party to submit an application for a use permit to operate a brewery or some other "on-sale liquor establishment" in the Central Business District.

The Planning Commission at its April 22, 2008 meeting voted 4-0 to recommend approval of the Zoning Code Text Amendment. Two Commissioners were recused from

the hearing due to a conflict of interest. There was no public testimony given during the hearing and there is no known public opposition to the proposed Zoning Code text amendment.

DISCUSSION: Upon review of the Zoning Code, staff determined that a brewery at this site would not be permitted due to its proximity to Rotary Park. According to Zoning Code Section 17.96.030, "on-sale liquor establishments" in the Central Business District (CBD) are not permitted to operate within a distance of 200 feet from a public park. The Zoning Code Section is as follows:

"No on-sale liquor establishments shall be maintained within five hundred (500) feet such consideration points as schools (public and private); established churches or other places of worship; hospitals, clinics, or other health care facilities; public parks and playgrounds and other similar uses, except that veterans' clubs, fraternal organizations and bona fide restaurants may be closer than five hundred (500) feet from one another or any of the reference points. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route intended and available for public passage to other such establishments, or to the nearest property line of any above referenced consideration points. The separation requirement shall be reduced to two hundred (200) feet for operations located within the central business district."

It is staff's interpretation that the intent of this Zoning Code section and its separation requirement was to keep children from being exposed to alcoholic beverages. However, it is also staff's interpretation that because of its proximity to the CBD and actual use, Rotary Park is more of town square and gathering point. Unfortunately, the Zoning Code does not contain an official definition of a park in its "Introductory Provisions and Definitions" Section (Chapter 17.04). That being said, staff believes that the Zoning Code as it relates to the Central Business District should be amended to exclude Rotary Park from its park separation requirement as it relates to business establishments. There are no amenities at Rotary Park which can be considered as attractions for children. Staff believes that the uses of Rotary Park are more consistent with those of a public square or city plaza than those uses for which the original exclusion was established.

Furthermore, there is an existing "on-sale liquor establishment" located directly across Railroad Avenue from Rotary Park. Although that bar is considered a "legal, non-conforming use", it is located within the required 200 feet separation area denoted in the Zoning Code. Therefore, there is precedent for "on-sale liquor establishments" in the immediate vicinity of Rotary Park. The Community Development Department has not received any evidence that there is a direct correlation between the proximity of such establishments to Rotary Park and children's exposure to alcoholic beverages.

Staff also believes that this particular Zoning Code section restricts new business opportunities in the downtown area and is inconsistent with the Goals and Policies of the General Plan, specifically General Plan Policy I.D.3. which states:

"The City's first priority for new commercial development shall be the Central Business District."

For these reasons, staff recommends that Zoning Code Section 17.96.030 be amended to exclude Rotary Park from the separation requirement as reflected in the proposed revision as follows:

"No on-sale liquor establishments shall be authorized or maintained within five hundred (500) feet of sensitive uses. Sensitive uses includes schools (public or private); established churches or places of worship; hospitals, clinics, or other health care facilities; public parks, playgrounds or other park or recreational uses; or another on-sale liquor establishment. The separation requirement between on-sale liquor establishments and a sensitive use shall be reduced to two hundred (200) feet within the central business district. For the purposes of this section, distance shall be measured from the nearest entrance used by patrons of such establishments along the shortest route intended and available for public passage to the entrance of other such establishments, or to the nearest property line of any of the other sensitive use. Veterans' clubs, fraternal organizations and restaurants are excluded from the separation requirement of this section. The separation requirement shall not be applicable to Rotary Park and Rotary Park is expressly excluded from the definition of a sensitive use."

REQUIRED ACTIONS:

Two actions are required by the City Council to process the city initiated Zoning Code Text Amendment:

1. Confirmation of CEQA exemption finding – General Rule Exemption Section 15061[b](3).
2. Confirmation of the findings for a Zoning Code Text Amendment and adoption of the city initiated Zoning Code Text Amendment.

APPLICABLE REGULATIONS:

This project is subject to the following regulations:

- The California Environmental Quality Act (CEQA)
- State of California Planning and Zoning Law
- City of Winters General Plan
- City of Winters Zoning Ordinance

PROJECT NOTIFICATION: Public notice advertising for the public hearing on this project was prepared by the Community Development Department's Administrative Assistant in accordance with notification procedures set forth in the City of Winters' Municipal Code and State Planning Law. Two methods of public notice were used: a legal notice was published in the Winters Express on Thursday, May 8, 2008, and notices were mailed to all property owners who own real property within 300 feet of the project boundaries at least 10 days prior to the May 20, 2008 City Council hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Wednesday, May 14, 2008.

ENVIRONMENTAL ASSESSMENT: The Zoning Code Text Amendment has been reviewed in accordance with the California Environmental Quality Act (CEQA) is considered categorically exempt under CEQA Guidelines General Rule Exemption Section 15061[b](3).

CEQA Findings:

1. The project qualifies for an exemption from the provisions of CEQA, General Rule Exemption Section 15061[b](3) in that the proposed Zoning Code Text Amendment allows for continued operation of existing businesses and "on-sale liquor establishments" will be subject to a conditional use permit and CEQA review will occur on a project by project basis.
2. The City Council has considered comments received on the project during the public review process.
3. The exemption finding reflects the independent judgment and analysis of the City of Winters.
4. The City Council hereby confirms a General Rule Exemption - Section 15061[b](3) for the City of Winters Zoning Code Amendment.

Zoning Code Text Amendment Findings:

1. The proposed Zoning Code Text Amendment is generally consistent with the goals, policies, and objectives of the General Plan in that no conflicts have been identified.
2. The proposed Zoning Code Text Amendment will not adversely affect surrounding properties in that there is an existing "on-sale liquor establishment" within 200 feet from Rotary Park. Therefore, there is precedent for "on-sale liquor establishments" in the immediate vicinity of Rotary Park. The Community Development Department has not received any evidence that there is a direct correlation between the proximity of such establishments to Rotary Park and children's exposure to alcoholic beverages.
3. The proposed Zoning Code Text Amendment will not be detrimental to public health, safety, and the general welfare and serves the goals and purposes of the Zoning Code.

STAFF RECOMMENDATION

Staff recommends approval of the project by making an affirmative motion as follows:

MOVE THAT THE WINTERS CITY COUNCIL ADOPT THE ZONING CODE TEXT AMENDMENT BASED ON THE IDENTIFIED FINDINGS OF FACT AND BY TAKING THE FOLLOWING ACTIONS:

- Confirmation of exemption from the provisions of CEQA.

- Confirmation of Zoning Code Text Amendment findings.

ALTERNATIVES:

The City Council can elect to modify any aspect of the approval or to deny the city-initiated Zoning Code Text Amendment. If the City Council chooses to deny the request, the Council would need to submit findings for the official record that would illustrate the reasoning behind the decision to deny the request.

ATTACHMENTS:

1. City Council Ordinance No. 2008-09
2. Public Hearing Notice (published and mailed copies)

ORDINANCE NO. 2008-09

**AN ORDINANCE OF THE CITY OF WINTERS
AMENDING CHAPTER 17.96 OF THE ZONING CODE
PERTAINING TO REQUIREMENTS FOR ON-SALE LIQUOR ESTABLISHMENTS**

The City Council of the City of Winters hereby ordains as follows:

SECTION 1. Recitals.

- A. Section 17.96.030(a) of the City of Winters Zoning Code provides that "on-sale liquor establishments" must be separated by a minimum distance of 200 feet from certain consideration points, such as public parks, while operating within the City's Central Business District.
- B. City staff recommended amending Section 17.96.030(a) of the Zoning Code to exclude Rotary Park, which is located within the City's Central Business District, from the minimum 200 foot separation requirement.
- C. The City of Winters Planning Commission conducted a noticed public hearing on this amendment to Zoning Code Section 17.96.030(a) on April 22, 2008, and has recommended approval of the amendment.
- A. The City Council of the City of Winters has given the required notice of its intention to adopt this amendment to Zoning Code Section 17.96.030(a) and conducted a public hearing thereon on May 20, 2008.
- D. The proposed amendment to Section 17.96.030(a) of the Zoning Code is consistent with the goals, policies, and objectives of the City of Winters General Plan.
- E. The proposed amendment to Section 17.96.030(a) has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

SECTION 2. Zoning Code Amendment.

Section 17.96.030(A) of the City of Winters Zoning Code is hereby amended to read as follows:

No on-sale liquor establishments shall be authorized or maintained within five hundred (500) feet of sensitive uses. Sensitive uses includes schools (public or private); established churches or places of worship; hospitals, clinics, or other health care facilities; public parks, playgrounds or other park or recreational uses; or another on-sale liquor establishment. The separation requirement between on-sale liquor establishments and a sensitive use shall be reduced to two hundred (200) feet within the central business district. For the purposes of this section, distance shall be measured from the nearest entrance used by patrons of such establishments along the shortest route intended and available for public passage to the entrance of other such establishments, or to the nearest property line of any of the other sensitive use. Veterans' clubs,

fraternal organizations and restaurants are excluded from the separation requirement of this section. The separation requirement shall not be applicable to Rotary Park and Rotary Park is expressly excluded from the definition of a sensitive use.

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 City Clerk of the City of Winters shall cause this Ordinance to be published and posted in accordance with 36933 of the Government Code of the State of California.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on May 20, 2008, and was passed and adopted at a regular meeting of the City Council held on June 3, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: May 20, 2008

THROUGH: John W. Donlevy, Jr. 

FROM: Kate Kelly, Contract Planner

SUBJECT: Introduce and Waive the First Reading of Ordinance 2008-08 Approving an Amendment To The Anderson Place Development Agreement located at 723 Railroad Avenue (APN 003-322-20).

RECOMMENDATION: Staff recommends that the City Council take the following actions:

- 1) Receive the staff report;
- 2) Waive the first reading of the Ordinance 2008-08 approving an amendment to the Anderson Place Development Agreement by and between the City of Winters and G Street San Bernardino, LLC, a Nevada limited liability company ("G Street"), and Eva Ilona Brzeski, an individual ("Brzeski") executed on July 5, 2007 to extend the term to December 31, 2016, extend the term of the tentative map to 12/31/2013, address a codification issue, insert standardized clauses, and to clarify the project's relationship to the new water well.
- 3) Schedule Public Hearing and Second Reading of Ordinance 2008-08 for the June 3, 2008 City Council meeting.

BACKGROUND:

Last year, the City Council approved the Anderson Place project and its accompanying Development Agreement (DA) which would result in 28 multi-family residential units and 9 office suites at the project site. Because of the decline in the residential housing market, the applicant has decided to delay development of the residential/office development. As a result, the project timing is no longer consistent with the DA. This is not a circumstance limited to the Anderson Place project. In light of the changed real estate market and economy, the City of Winters is currently

processing amendments to DAs active in the City to address timing issues.

Amendments to DAs are provided for under California Government Code Section 65868 and Chapter 15.72.210 of the City of Winters Municipal Code. The following amendments are proposed for the Anderson Place DA:

1. Extend term of DA to 12/31/2016.
2. Correct error in reference to Muni Code.
3. Add standard provision re waivers.
4. Add standard provision re signatures.
5. Add standard provision re severability.
6. Extend life of tentative map to 12/31/2013.
7. Provide developers with discretion when to proceed with development. Development must be completed by 12/31/2016.
8. Change date of valuation of park land from date of recordation of DA to within 6 months of filing of final map, due to the anticipated extended delay.
9. Revise language regarding amount of annuity.
10. Change CDA obligation due to project delay. (Note: The Community Development Agency is not a party to the DA so cannot be bound by this agreement. Once developers are ready to proceed, they should apply for funding and CDA can evaluate at that time.)
11. Clarify City's intention regarding the new water well and bring requirement into consistency with other approved development projects.

DISCUSSION:

Staff supports the amendments to the DA. The City and the Applicant entered into the Anderson Place DA, providing for the mixed use development of the property in June 2007. The terms of the DA provided for the final subdivision map to be submitted to the City by December 1, 2007 and the development completed by July 5, 2012. Due to the severe decline in the residential housing market within the last year, the Applicant has deferred development of the Project and would like to pursue, via a CUP, an alternate interim commercial use of the property to provide some economic return until the market resurges.

In order to allow sufficient time for an increase in the residential housing market, staff recommends amending the DA to adjust the timing for the start and completion of the development. Without these amendments the DA would be in default. The DA provides significant public benefits which staff recommends be preserved. The amendment of the DA will accomplish that goal.

This situation is not unique to the Anderson Place project or even Winters. The development community as a whole is struggling and the City is in the process of

amending the multiple development agreements.

This amendment will also allow the City to address a codification issue, insert standardized clauses which were inadvertently neglected in the DA, and to clarify the project's relationship to the new water well.

The Planning Commission considered this request at their April 22, 2008 meeting and is recommending the Council's approval of the proposed DA amendment as presented.

APPLICABLE REGULATIONS: This project is subject to several regulations:

- The California Environmental Quality Act (CEQA)
- State Planning and Zoning Law
- City of Winters General Plan
- City of Winters Municipal Code
- City of Winters Zoning Ordinance

ENVIRONMENTAL ASSESSMENT: The proposed amendment to the DA for the Anderson Place Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is 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.

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and adopted for the Anderson Place project when it was approved in 2007. All foreseeable environmental impacts have been addressed and reduced to a less than significant level by the provisions of IS/MND. The proposed amendment to the DA simply extends the horizon for the commencement and completion of the development, addresses a codification issue, inserts standardized clauses which were inadvertently neglected in the DA, and clarifies the project's relationship to the new water well.

ATTACHMENTS:

1. Ordinance No. 2008-08
2. Proposed Amendment to the Anderson Place Development Agreement
3. Anderson Place Development Agreement – recorded July 5, 2007

Amendments to DAs are provided for under California Government Code Section 65868 and Chapter 15.72.210 of the City of Winters Municipal Code. The following amendments are proposed for the Anderson Place DA:

1. Extend term of DA to 12/31/2016.
2. Correct error in reference to Muni Code.
3. Add standard provision re waivers.
4. Add standard provision re signatures.
5. Add standard provision re severability.
6. Extend life of tentative map to 12/31/2013.
7. Provide developers with discretion when to proceed with development. Development must be completed by 12/31/2016.
8. Change date of valuation of park land from date of recordation of DA to within 6 months of filing of final map, due to the anticipated extended delay.
9. Revise language regarding amount of annuity.
10. Change CDA obligation due to project delay. (Note: The Community Development Agency is not a party to the DA so cannot be bound by this agreement. Once developers are ready to proceed, they should apply for funding and CDA can evaluate at that time.)
11. Clarify City's intention regarding the new water well and bring requirement into consistency with other approved development projects.

DISCUSSION:

Staff supports the amendments to the DA. The City and the Applicant entered into the Anderson Place DA, providing for the mixed use development of the property in June 2007. The terms of the DA provided for the final subdivision map to be submitted to the City by December 1, 2007 and the development completed by July 5, 2012. Due to the severe decline in the residential housing market within the last year, the Applicant has deferred development of the Project and would like to pursue, via a CUP, an alternate interim commercial use of the property to provide some economic return until the market resurges.

In order to allow sufficient time for an increase in the residential housing market, staff recommends amending the DA to adjust the timing for the start and completion of the development. Without these amendments the DA would be in default. The DA provides significant public benefits which staff recommends be preserved. The amendment of the DA will accomplish that goal.

This situation is not unique to the Anderson Place project or even Winters. The development community as a whole is struggling and the City is in the process of amending the multiple development agreements.

This amendment will also allow the City to address a codification issue, insert standardized clauses which were inadvertently neglected in the DA, and to clarify the project's relationship to the new water well.

The Planning Commission considered this request at their April 22, 2008 meeting and is recommending the Council's approval of the proposed DA amendment as presented.

APPLICABLE REGULATIONS: This project is subject to several regulations:

- The California Environmental Quality Act (CEQA)
- State Planning and Zoning Law
- City of Winters General Plan
- City of Winters Municipal Code
- City of Winters Zoning Ordinance

ENVIRONMENTAL ASSESSMENT: The proposed amendment to the DA for the Anderson Place Project has been reviewed in accordance with the California Environmental Quality Act (CEQA) and is 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.

An Initial Study/Mitigated Negative Declaration (IS/MND) was prepared and adopted for the Anderson Place project when it was approved in 2007. All foreseeable environmental impacts have been addressed and reduced to a less than significant level by the provisions of IS/MND. The proposed amendment to the DA simply extends the horizon for the commencement and completion of the development, addresses a codification issue, inserts standardized clauses which were inadvertently neglected in the DA, and clarifies the project's relationship to the new water well.

ATTACHMENTS:

1. Ordinance No. 2008-XX
2. Proposed Amendment to the Anderson Place Development Agreement
3. Anderson Place Development Agreement – recorded July 5, 2007

CITY OF WINTERS

ORDINANCE NO. 2008 - XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE
CITY OF WINTERS ADOPTING A FIRST AMENDMENT TO A
DEVELOPMENT AGREEMENT (ANDERSON PLACE SUBDIVISION)**

The City Council of the City of Winters hereby ordains as follows:

Section 1: Recitals

- A. To strengthen the public planning process and encourage private participation in comprehensive planning, the Legislature of the State of California adopted Section 65864 *et seq.*, of the Government Code ("Development Agreement Statute"), which authorizes the City of Winters and any person having a legal or equitable interest in real property to enter into a development agreement, establishing certain development rights in property subject to a development agreement.
- B. On July 5, 2007, the City of Winters and G Street San Bernardino, LLC, a Nevada limited liability company ("G Street"), and Eva Ilona Brzeski, an individual ("Brzeski"), executed a development agreement ("Development Agreement") providing for the mixed use development of certain real property commonly referred to as the Anderson Place subdivision (the "Project") located at 723 Railroad Avenue (APN: 003-322-20) within the boundaries of the City of Winters (the "Property").
- C. G Street and Brzeski each have a legal interest in the Property and hold fee title as tenants in common.
- D. Due to the recent decline in the residential housing market, G Street and Brzeski desire to defer development of the Project, and in the interim, to pursue an alternate short-term commercial use of the existing structure on the Property.
- E. G Street and Brzeski desire to use the existing structure on the Property to operate a boat and recreational vehicle storage, repair and sales facility pursuant to Conditional Use Permit application 2008-CUP-01.
- F. In furtherance of the Project, and in particular, to allow sufficient time for an increase in the housing market, the City of Winters, G Street, and Brzeski desire to enter into a First Amendment to make certain modifications to the

Development Agreement pursuant to Section 65868 of the Government Code and Chapter 15.72.210 of the City of Winters Municipal Code.

- G. The City of Winters Planning Commission conducted a noticed public hearing on the First Amendment on April 22, 2008, and has recommended the approval of the First Amendment.
- H. The City Council of the City of Winters has given the required notice of its intention to adopt the First Amendment and has conducted public hearings thereon pursuant to Government Code Section 65867.
- I. In accordance with Section 65867.5 of the Government Code, the City Council finds that the provisions of the First Amendment and its purposes are consistent with the goals, policies, standards and land use designations specified in the City's General Plan.
- J. The First Amendment has been reviewed in accordance with the California Environmental Quality Act ("CEQA") and is exempt pursuant to CEQA Guidelines Section 15061(b)(3).

Section 2: Approval

Pursuant to the provisions of Government Code §65864 *et seq.* and Chapter 15.72 of Title 15 of the Winters Municipal Code, the City Council of the City of Winters hereby:

1. Adopts and approves that certain document entitled, "First Amendment to Development Agreement By and Between the City of Winter and G Street San Bernardino, LLC and Eva Ilona Brzeski" relating to the development of the Property commonly know as the "Anderson Place Subdivision" attached hereto as Exhibit A.
2. Authorizes and directs the Mayor to sign the document on behalf of the City after the effective date of this Ordinance and after it has first been signed by the duly authorized representatives of G Street and Brzeski.
3. Authorizes and directs the City Clerk to record the document, after it is signed by both parties, in the Office of the Recorder of Yolo County.

Section 3. 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 4. Effective Date.

This Ordinance shall be in full force and effect 30 days after its adoption and shall be published and posted as required by law. The City Clerk of the City of Winters shall cause this Ordinance to be posted in accordance with 36933 of the Government Code of the State of California.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Winters, California, held on _____, 2008 and was passed and adopted at a regular meeting of the City Council held on _____, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

**FIRST AMENDMENT
TO
DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY OF WINTERS
AND
G STREET SAN BERNARDINO, LLC AND EVA ILONA BRZESKI
[ANDERSON PLACE SUBDIVISION]**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (hereinafter referred to as the "**First Amendment**") is entered into as of June _____, 2008 ("**Effective Date**"), by and between the CITY OF WINTERS, a municipal corporation, (the "**City**"), and G STREET SAN BERNARDINO, LLC, a Nevada limited liability company ("**G Street**") and EVA ILONA BRZESKI, an individual ("**Brzeski**"). G Street and Brzeski are collectively referred to herein as the "**Developers**".

Recitals

- A. The City and the Developers have heretofore entered into a Development Agreement, executed as of July 5, 2007, (the "**Development Agreement**"), providing for the mixed use development of certain real property commonly referred to as the Anderson Place property (the "**Project**") located within the boundaries of the City of Winters. Capitalized terms used but not defined in this First Amendment shall have the meanings given in the Development Agreement.
- B. G Street and Brzeski each have a legal interest in the Property and hold fee title as tenants in common.
- C. Due to the severe decline in the residential housing market within the last year, Developers desire to defer development of the Project, and in the interim, to pursue an alternate short-term commercial use of the existing structure on the Property.
- D. In furtherance of the Project, and in particular, to allow sufficient time for an increase in the residential housing market, the City and the Developers desire to enter into this First Amendment to make certain modifications to the Development Agreement as set forth herein.
- E. City has given the required notice of its intention to adopt this First Amendment and has conducted public hearings thereon pursuant to Government Code Section 65867. As required by Government Code Section 65867.5, City has found that the provisions of this First Amendment and its purposes are consistent with the goals, policies, standards and land use designations specified in City's General Plan.
- F. On April 22, 2008, the City of Winters Planning Commission (the "**Planning Commission**"), the initial hearing body for purposes of Development Agreement review, recommended approval of this First Amendment. On _____, 2008, the City of Winters City Council adopted its Ordinance No. _____ approving this First Amendment and authorizing its execution, and that Ordinance ("**Enacting Ordinance**") became effective on _____, 2008.

Agreement

Section 1. Amendment to Section 2.3, Agreement to be Recorded; Effective Date; Term.

Section 2.3, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. The term of this Agreement shall expire on December 31, 2016, unless extended by mutual consent of the Parties. It may be terminated as provided in Article 5 of the Development Agreement.

Section 2. Amendment to Section 2.7, Whole Agreement; Conflict with Municipal Code.

Section 2.7, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. The provisions of Title 15, Chapter 15.75 of the Winters Municipal Code entitled "Development Agreements" are incorporated by this reference into this Agreement. However, if there is a conflict between a specific provision of the Winters Municipal Code and a specific provision of this Agreement, this Agreement shall prevail.

Section 3. Addition of Section 2.10, Waivers.

Section 2.10 is added to the Development Agreement and shall read as follows:

Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

Section 4. Addition of Section 2.11, Signatures.

Section 2.11 is added to the Development Agreement and shall read as follows:

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Developers and the City. This Agreement shall insure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

Section 5. Addition of Section 2.12, Severability.

Section 2.12 is added to the Development Agreement and shall read as follows:

If any term or provision of this Agreement, or the application of any term or provision of this Agreement to a specific situation, is found to be invalid, or unenforceable, in whole or in part for any reason, the remaining terms and provisions of this Agreement shall continue in full force and effect unless an essential purpose of this Agreement would be defeated by loss of the

invalid or unenforceable provisions, in which case either Party may terminate this Agreement by providing written notice thereof to the other. In the event of such termination, the provisions of Section 5.2 relating to termination of the Agreement by mutual written consent of the Parties shall apply. Without limiting the generality of the foregoing, no judgment determining that a portion of this Agreement is unenforceable or invalid shall release Developers from its obligations to indemnify the City under this Agreement.

Section 6. Amendment to Section 3.1, Land Use Entitlements.

Section 3.1, paragraph b., of the Development Agreement is replaced in its entirety and shall read as follows:

b. Under the provisions of Government Code section 66452.6(a), the term of the Anderson Place Tentative Subdivision Map is extended until December 31, 2013.

Section 7. Amendment to Section 3.6, Commencement of Development.

Section 3.6, paragraphs a. and b., of the Development Agreement are replaced in their entirety and shall read as follows:

The Developers shall have sole discretion to determine when the final map for the Anderson Place Subdivision, and accompanying subdivision improvement plans, are submitted for City review and approval.

Section 8. Amendment to Section 4.2, 0.52 +/- Acres of Land.

Section 4.2, paragraph e.1, of the Development Agreement is replaced in its entirety and shall read as follows:

1. The land value will be determined by an appraisal made at the Developers' expense. The Developers shall provide to the City the names of three (3) qualified appraisers acceptable to the City who are both licensed by the State of California and members of the Appraisal Institute (MAI) and knowledgeable in appraising property similar in nature to the Property. The City shall select the appraiser to be used from the list and notify the Developers of its decision. The appraisal shall be presented to the City prior to the recordation of the final map for the Anderson Place Subdivision. The appraisal shall determine the fair market value of 0.52 +/- acres of the Property with the development entitlements specified in this Agreement. The date of value shall be within six (6) months of the recordation of the final map for the Anderson Place Subdivision.

Section 9. Amendment to Section 4.3, Advance Funding of Fees for Construction of New Water Well.

Section 4.3, paragraph d. is added to the Development Agreement and shall read as follows:

d. Condition of Approval 33 (Mitigation Measure No. 15) provides that "The City shall issue building permits only after the new water well is in service, and Condition of

Approval 90 provides that "Based on City water modeling, a new well is needed to serve the development. Per Mitigation Measure #15, no building permits shall be issued until the new well is in service." This paragraph clarifies the meaning and intent of both of the above Conditions of Approval, by providing that if the City Engineer has determined that an adequate water supply is not available to serve the Anderson Place Subdivision, then the City shall issue building permits only after the new water well is in service. However, if the City Engineer has determined that an adequate water supply is available to serve the Anderson Place Subdivision, then Conditions of Approval 33 and 90 shall not prevent or prohibit the issuance of building permits.

Section 10. Amendment to Section 4.4, Annuity in Lieu of Mello-Roos District.

Section 4.4, paragraph b.1, of the Development Agreement is replaced in its entirety and shall read as follows:

1. At the time of the recordation of the final map for the Anderson Place Subdivision, the City will obtain an updated fiscal impact analysis in order to determine the required amount of the annuity. From the escrow for the sale of each residential unit to a third party, the Developers will pay to the City the amount per residential unit as established by such updated fiscal impact analysis.

Section 11. Amendment to Section 4.7, Affordable Housing.

Section 4.7 of the Development Agreement is replaced in its entirety and shall read as follows:

The City hereby recommends to the Winters Community Development Agency ("CDA") that the CDA, subject to the availability of funds and subject to the satisfaction by Developers of the conditions set forth in this Section, approve a grant of Two Hundred Thousand Dollars (\$200,000.00) in CDA low and moderate income housing funds to either the Developers or a third party designated by the Developers and acceptable to the City and CDA for the construction of four (4) affordable housing units (comprised of two very low-, one low-, and one moderate-income for-sale affordable housing unit) required for the Project. Prior to the release of any CDA low and moderate income housing funds, the CDA and the Developers or its third party designee shall enter into an agreement governing the grant of funds (the "**Affordable Housing Agreement**"), which shall include requirements that (1) deed restrictions ensuring long-term affordability consistent with the provisions of the City's inclusionary housing ordinance and the California Community Redevelopment Law shall be recorded against each of the affordable units, and (2) the Developers or third party designee execute a promissory note and deed of trust to be recorded against the affordable units, which shall secure both the CDA's interest in the affordable units and the long term affordability of the affordable units. The Affordable Housing Agreement, deed restrictions, promissory notes and deeds of trust shall be prepared and approved by the CDA and the City. The grant shall be repayable to the CDA in the event that there is a default under the Affordable Housing Agreement, deed restrictions, promissory notes or deeds of trust.

Section 12. Force and Effect

The effective date of this First Amendment shall be the date that this First Amendment is signed by the City as written above. Except as modified and amended by this First Amendment, all other provisions of the Development Agreement shall remain unchanged and in full force and effect.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have entered into this First Amendment as of the date first above written.

CITY:	DEVELOPERS:
CITY OF WINTERS _____ Mayor	G STREET SAN BERNARDINO, LLC a California limited liability company By: _____ Its: _____
APPROVED AS TO FORM: _____ JOHN C. WALLACE CITY ATTORNEY	EVA ILONA BRZESKI, an individual _____ EVA ILONA BRZESKI
ATTEST: _____ NANCI MILLS CITY CLERK	

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

The City of Winters
318 First Street
Winters, California 95694
Attention: City Manager



YOLO Recorder's Office
Freddie Oakley, County Recorder
DOC- 2007-0023896-00

Acct 116-Winters - NC
Thursday, JUL 05, 2007 08:06:00
Ttl Pd \$0.00 Nbr-0000717203
FRT/X6/1-70

No fee for recording pursuant
to Government Code Section 27383

(Space Above This Line Reserved For Recorder's Use)

DEVELOPMENT AGREEMENT

**BY AND BETWEEN
THE CITY OF WINTERS**

AND

G STREET SAN BERNARDINO, LLC AND EVA ILONA BRZESKI



A DEVELOPMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND G STREET SAN
BERNARDINO, LLC AND EVA ILONA BRZESKI RELATING TO THE
DEVELOPMENT OF THE PROPERTY COMMONLY KNOWN AS THE
ANDERSON PLACE PROPERTY

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

FACTS AND CIRCUMSTANCES

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

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

- 1 -

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

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

THE PARTIES AGREE AS FOLLOWS:

TABLE OF CONTENTS

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

Article 1. Definitions

Article 2. General Provisions

Article 3. Development of the Property

Article 4. Special Development Obligations

Article 5. Default, Remedies, and Dispute Resolution

Article 6. Hold Harmless and Indemnification

ARTICLE I
DEFINITIONS

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

Section 1.1 "Agreement" means this Development Agreement.

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

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

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

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

Section 1.6 "Anderson Place Subdivision" means the multi-family residential development created by the Anderson Place Tentative Subdivision Map.

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

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

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

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

Section 1.11 "Developer" means G Street San Bernardino, LLC, a California limited liability company, and Eva Ilona Brzeski and/or their successor(s) in interest.

Section 1.12 "Discretionary Approval" means an action which requires the exercise of judgment, deliberation, or discretion on the part of the City in

approving or disapproving a particular activity.

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

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

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

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

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

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

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

Section 1.20 "Party" means either the City or the Developer, or their successors,

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

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

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

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

ARTICLE 2

GENERAL PROVISIONS

Section 2.1 All Exhibits Deemed Incorporated By Reference.

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

Section 2.2 Property to be Developed.

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

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

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

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

Section 2.4 Equitable Servitudes and Covenants Running With the Land.

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

Section 2.5 Right to Assign; Non-severable obligations.

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

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

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

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

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

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

Section 2.6 Amendment of the Agreement.

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

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Section 2.7 Whole Agreement; Conflict with Municipal Code.

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

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

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

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

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

Section 2.9 Notices.

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

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

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

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

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

G Street San Bernardino, LLC
6151 W. Century Blvd., Suite 300
Los Angeles, CA 90045
Attn: Jan Brzeski
Telephone (310) 846-1754
FAX (310) 626-9748

ARTICLE 3
DEVELOPMENT OF THE PROPERTY

Section 3.1 Land Use Entitlements.

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

1. Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program (Resolution No. 2007-09 adopted on April 3, 2007).

2. This Development Agreement (Ordinance No. 2007-05 adopted June 19, 2007 and effective on July 19, 2007, (the "Enacting Ordinance")).

3. Zoning Ordinance amendment to rezone 0.71 acres from O-F to O-F PD Overlay and 1.42 acres from C-2 to C-2 PD Overlay (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).

4. Anderson Place Tentative Subdivision Map, with Findings of Fact and Conditions of Approval, dividing The Property into 24 residential lots to create 28 residential units and 9 office suites, an internal roadway/parking areas ("Lot A"), a pedestrian pathway area ("Lot B"), subdivision feature/green space area ("Lot C"), and second internal roadway/parking area ("Lot D"). (Resolution No. 2007-10 adopted on April 3, 2007).

5. A Planned Development Permit (Ordinance No. 2007-03 adopted April 17, 2007 and effective on May 18, 2007).

6. Amendment of the Circulation Master Plan (May 19, 1992) and Standard Street Cross Sections (adopted October 2, 2001; City Council

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

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

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

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

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

Section 3.2 Consistency with General Plan.

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

Section 3.3 Vested Rights of Developer.

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

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

2. Exclusion from:

a) Subsequently enacted building moratoria.

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

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

5. The Mitigation Measures.

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

Section 3.4 Rights Retained by the City.

a. Except as specifically provided in section 3.3, all regulations of the City as expressly provided by state law, federal law, and/or local ordinance, resolution, or rule shall pertain to the development of the Property. Such regulations include, but are not limited to:

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

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

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

Section 3.5 Other Vesting Laws Inapplicable.

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

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

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

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

Section 3.6 Commencement of Development.

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

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

Section 3.7 Installation of Public Improvements.

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

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

Section 3.8 Property for Public Improvements; Offsite Improvements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3.10 Subsequent Discretionary Approvals.

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

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

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

Section 3.11 Review of Agreement.

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

Section 3.12 Compliance with Government Code § 66006.

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

ARTICLE 4

SPECIFIC DEVELOPMENT OBLIGATIONS

Section 4.1 Schools.

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

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

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

1. For each of the 28 residential units in the Anderson Place Subdivision, payment of \$3.06 per square foot of residential construction for each residential unit, payable at the time of issuance of a building permit; and

2. For all units in the Anderson Place Subdivision (including the units referenced in subparagraph 1 above), except the very low income and low income affordable units, payment of \$3.06 per square foot of residential construction for each residential unit, payable at the close of escrow.

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

Section 4.2 0.52 +/- Acre Park.

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

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

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

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

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

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

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

- b) If at the end of thirty (30) months from the recording of the final map for the Anderson Place Subdivision, the full amount under this subsection 2. has not been fully paid, then the Developer shall pay the remaining

amount owing within ten (10) business days of being notified by the City to do so. (Example: If at the end of thirty (30) months, the Developer has obtained twenty (20) building permits for market rate units and has paid fees under this subsection, then the Developer, upon notice from the City, shall pay the fees owed under this subsection for the remaining four (4) market rate units.)

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

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

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

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

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

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

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

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

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

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

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

Section 4.4 Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of The Anderson Place Subdivision per the Economic & Planning Systems reports titled "City of Winters - Anderson Place Revised Fiscal Impact Analysis", dated January 22, 2007, and "Anderson Place Fiscal Impact Analysis", dated September 15, 2006. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

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

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

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

Section 4.5 Payments to Public Safety Facility and Library Fund.

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

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

Section 4.6 Energy Efficiency.

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

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

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

c. Tankless water heaters shall be installed in all residential units. The tankless water heaters shall not be counted towards meeting the Energy Star Standards.

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

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

Section 4.7 Affordable Housing.

The Winters Community Development Agency (CDA) has authorized, subject to satisfaction by developer of the conditions set forth in this Section, a grant of Two Hundred Thousand Dollars (\$200,000.00) in redevelopment agency low and moderate income housing funds to either the developer or a third party designated by the developer and acceptable to the City and CDA for the construction of the two very low-, one low-, and one moderate-income for-sale affordable housing units required for the project provided that the developer applies for and receives the first building permit for a residential structure within 18 months of the City Council's approval of the project development agreement. Prior to and as a condition on the release of CDA low and moderate income housing funds, the CDA and the developer or its third party designee shall enter into an agreement governing the grant of funds (the "Affordable Housing Agreement"), which shall include requirements that (1) deed restrictions ensuring long-term affordability consistent with the provisions of the City's inclusionary housing ordinance and the California Community Redevelopment Law shall be recorded against each of the affordable units, (2) the developer or third party designee shall execute a promissory note and deed of trust to be recorded against the affordable units, which shall secure both the CDA's interest in the affordable units and the long term affordability of the affordable units. The Affordable Housing Agreement, deed restrictions, promissory notes and deeds of trust shall be prepared and approved by the CDA and the City. The grant shall be repayable to the CDA in the event that there is a default under the Affordability Agreement, deed restrictions, promissory notes or deeds of trust.

Should circumstances beyond the control of the Developer preclude the Developer from applying for and receiving the first building permit for a residential structure within 18 months of the City Council's approval of the project development agreement, then the CDA and City shall determine, in their sole discretion, whether it is appropriate to grant the developer an extension of time in which the developer may receive its first building permit, and still receive the Affordable Housing Assistance contemplated by this Section. For purposes of Section 4.7, "circumstances beyond the control of the Developer" shall include, but are not limited to, the failure of Well #7 to be in operation, acts of God, natural disasters, and acts of the State and/or federal government. However, "circumstances beyond the control of the Developer" do not include a change in economic conditions which affect either the Developer individually or the land development/building industry generally. The CDA and City have sole discretion to determine whether an extension of time is merited based on circumstances beyond the control of the Developer, and the appropriate length of such extension.

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

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

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

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

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

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

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

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

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

Section 5.3 Developer's Remedies.

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

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

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

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

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

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

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

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

ARTICLE 6

HOLD HARMLESS AND INDEMNIFICATION

Section 6.1 Limitation of Legal Relationship.

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

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

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

Section 6.2 No Liability for Acts of the Developer.

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

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

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

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

Section 6.3 Duty to Defend Challenges to this Agreement.

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

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

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

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

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

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

REMAINDER OF THE PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW

DEVELOPER
G STREET SAN BERNARDINO,
LLC AND EVA ILONA BRZESKI

By: [Signature]

Its: Developer

Dated: 6/19/07

CITY OF WINTERS
By: [Signature] (Harold R. Anderson)
Acting Mayor

Dated: 7/2/07

Attest: [Signature]
City Clerk

Approved as to form:
[Signature]
John Wallace, City Attorney
None
Attorney for Developer

.....

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

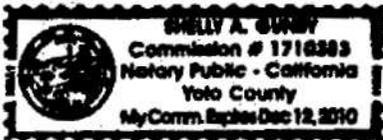
County of Yuba

On 6/19/07 before me, Sherry Shirley, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Eva Maria Brzeski
Name(s) of Signer(s)

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

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



WITNESS my hand and official seal.

Place Notary Seal Above

Sherry Shirley
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer -- Title(s): _____
- Partner -- Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

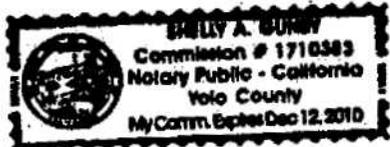
County of Yuba

On 7/2/07 before me, Sherry A. Bury, Notary Public

personally appeared Harold Anderson

- personally known to me
- (or proved to me on the basis of satisfactory evidence)

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



WITNESS my hand and official seal.

Sherry A. Bury
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

- Signer's Name: _____
- Individual
 - Corporate Officer — Title(s): _____
 - Partner — Limited General
 - Attorney in Fact
 - Trustee
 - Guardian or Conservator
 - Other: _____



Signer Is Representing: _____

LIST OF EXHIBITS

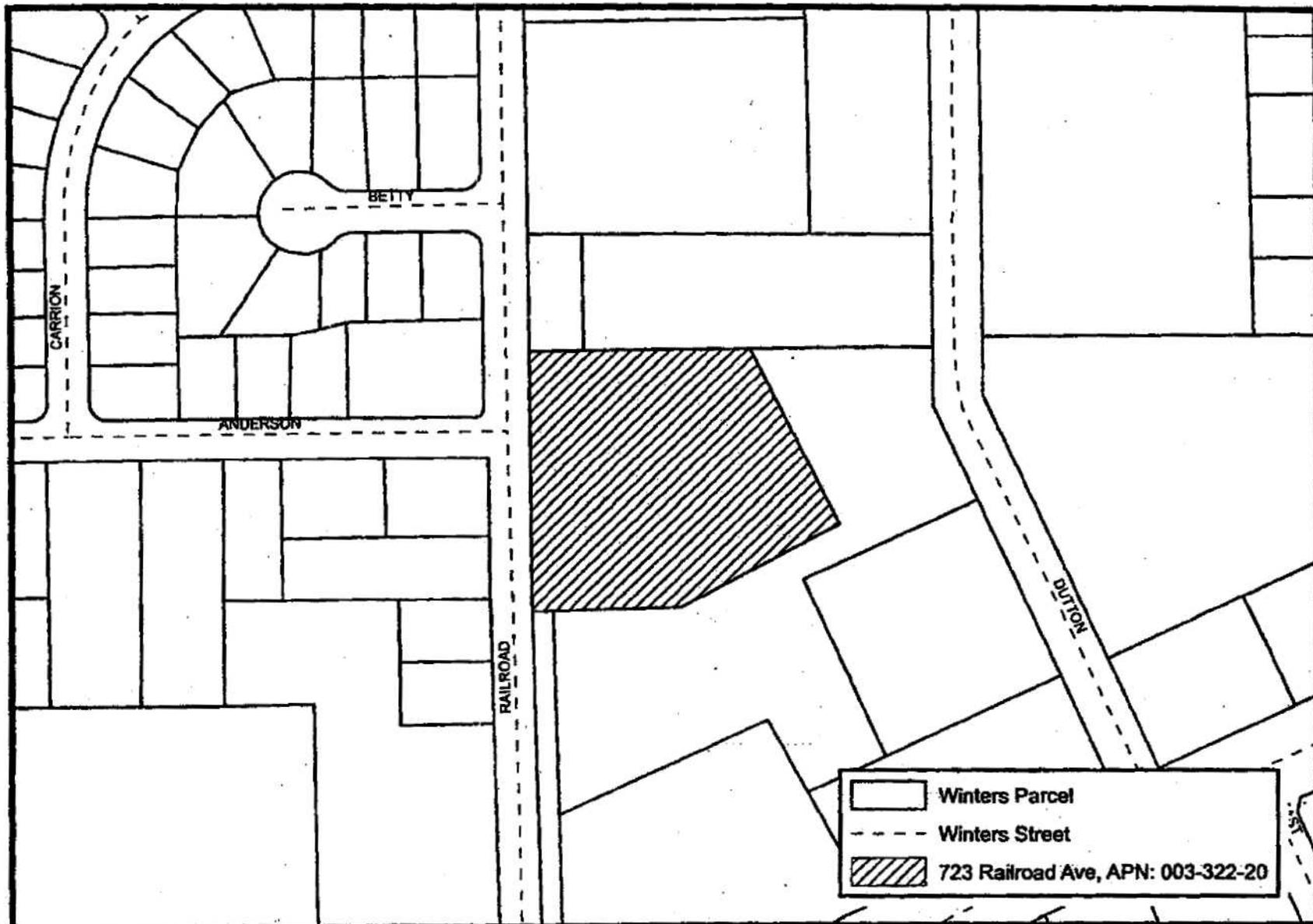
- EXHIBIT A** **Map of Anderson Place Property**
- EXHIBIT B** **Legal Description of Anderson Place Property**
- EXHIBIT C** **Anderson Place Tentative Subdivision Map**
- EXHIBIT D** **Conditions of Approval, including Mitigation Measures**
- EXHIBIT E** **School Agreement**

.....

This Agreement was adopted by Ordinance No. 2007-05 of the City Council of the City of Winters. Ordinance No. 2007-05 was adopted on June 19, 2007 and is effective on the date it is recorded with the Yolo County Recorder.

EXHIBIT A
Map of Anderson Place Property

Anderson Place Subdivision Project



0 90 180 360 Feet

Drawn by: [unclear] a Com [unclear] [unclear]

EXHIBIT B
Legal Description of Anderson Place Property

LEGAL DESCRIPTION

Real property in the City of Winters, County of Yolo, State of California, described as follows:

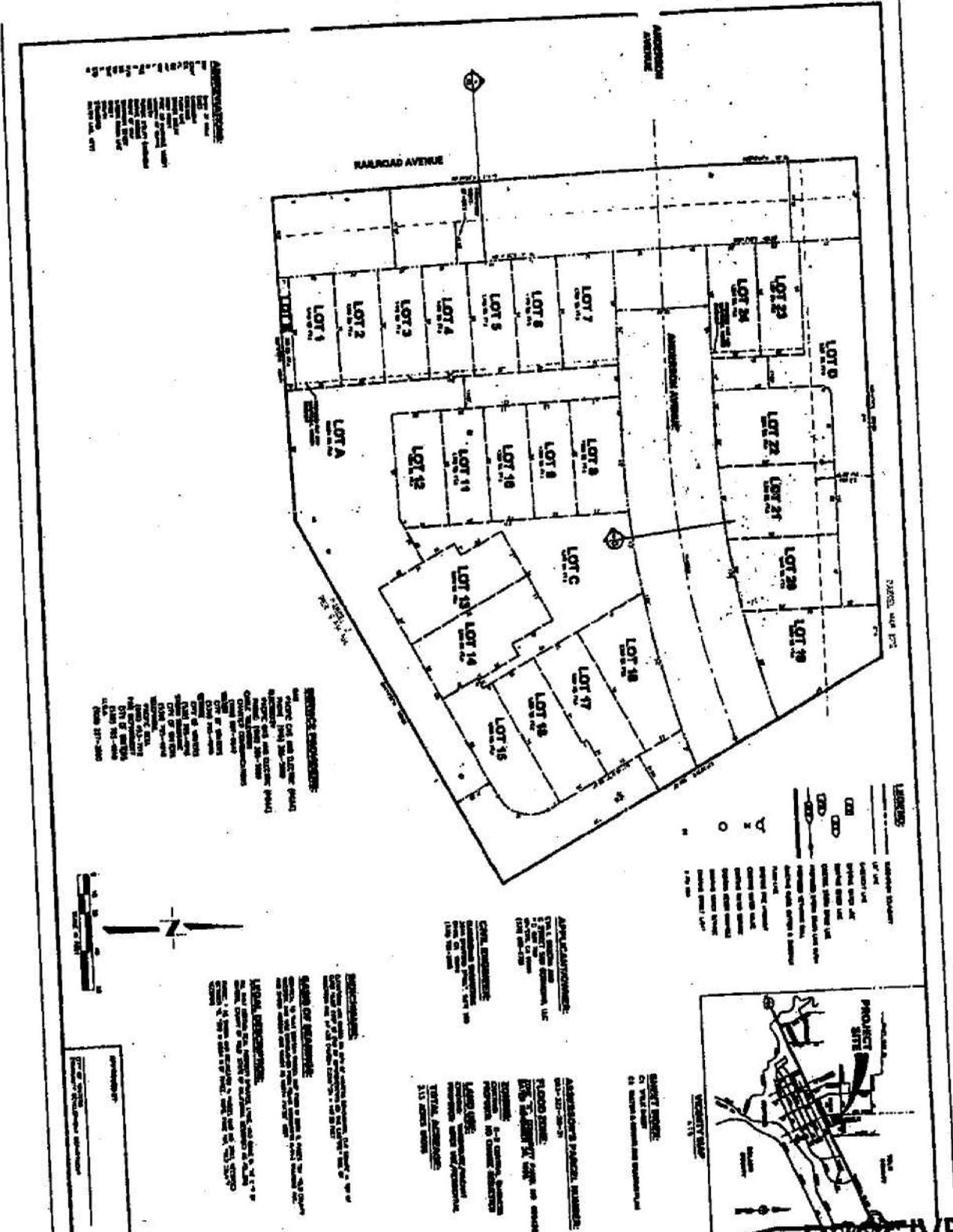
PARCEL 1, AS SHOWN AND DELINEATED ON PARCEL MAP NO. 3763, RECORDED OCTOBER 19, 1990 IN BOOK 9 OF PARCEL MAPS, PAGE 104, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, FROM AN EASTERLY PORTION OF SAID LAND, ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED BY SOUTHERN PACIFIC COMPANY, ET AL, IN DEED RECORDED OCTOBER 9, 1945 IN BOOK 225 AT PAGE 170, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, FROM THE REMAINDER OF SAID LAND, ALL MINERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS WELL AS METALIC OR OTHER SOLID MINERALS, IN AND UNDER SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED NOVEMBER 24, 1987 IN BOOK 1904 AT PAGE 343, OFFICIAL RECORDS.

APN: 003-322-20

EXHIBIT C
Anderson Place Tentative Subdivision Map

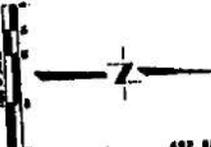


LEGEND

- Easement
- Boundary
- Right of Way
- Proposed
- Existing
- Easement
- Boundary
- Right of Way
- Proposed
- Existing

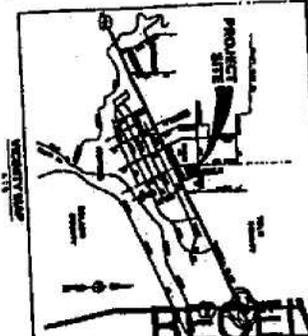
GENERAL NOTES:

1. This map is prepared in accordance with the provisions of the Subdivision Map Act, Chapter 409, of the California Civil Code.
2. The boundaries shown on this map are based on the survey of the property shown on the map.
3. The area shown on this map is not to be used for any purpose other than that for which it is intended.
4. The area shown on this map is not to be used for any purpose other than that for which it is intended.



LEGEND

- Easement
- Boundary
- Right of Way
- Proposed
- Existing



APPLICANT:
 [Name and address]

APPLICANT'S ADDRESS:
 [Address]

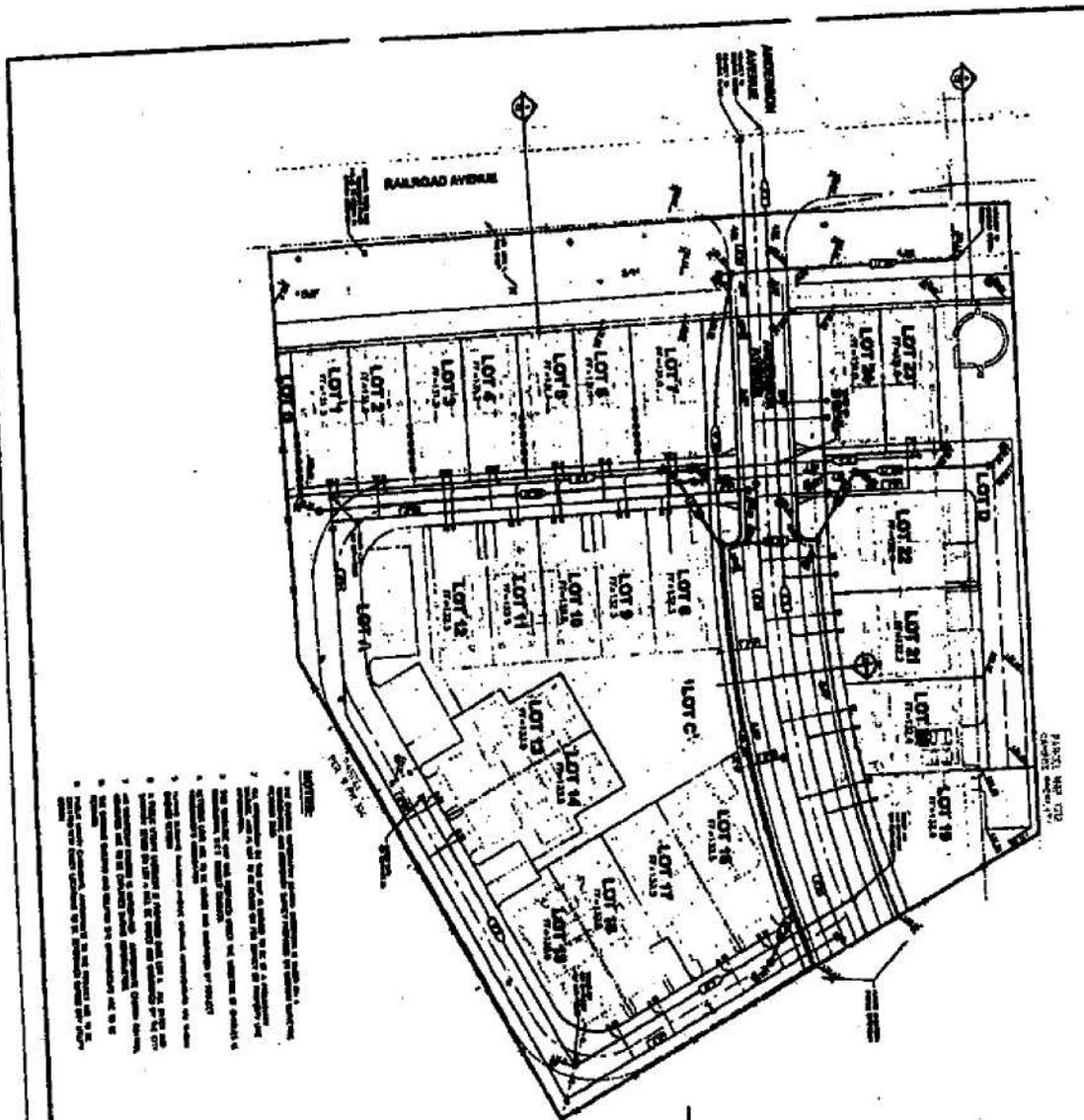
DATE:
 [Date]

SCALE:
 1" = 20'

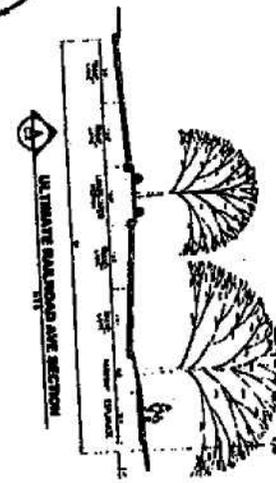
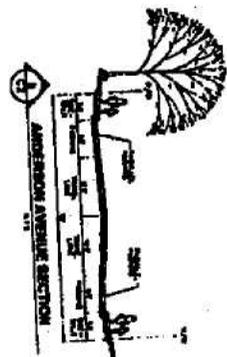
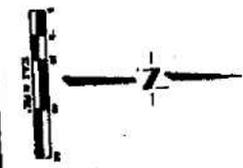
TITLE:
 [Title]

ANDERSON PLACE
TENTATIVE SUBDIVISION MAP NO. 4858
TITLE AND LOT DIMENSIONS SHEET
 WINTERS CALIFORNIA

RECEIVED
 JUN 06 2006
CITY OF WINTERS



- NOTES:**
1. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
 2. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
 3. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
 4. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
 5. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
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 9. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.
 10. THE INFORMATION CONTAINED HEREIN IS FOR INFORMATION ONLY AND DOES NOT CONSTITUTE A CONTRACT.



APPROVED BY:
 DATE: 5/17/06

ANDERSON PLACE
TENTATIVE SUBDIVISION MAP NO. 4659
WATER, SEWER, GRADING AND DRAINAGE PLAN
 WINTER'S CALIFORNIA

EXHIBIT A
 SUBDIVISION MAP NO. 4659
 WINTER'S CALIFORNIA

NO.	DATE	DESCRIPTION
1	5/17/06	PRELIMINARY PLAN
2	5/17/06	FINAL PLAN

RECEIVED
JUN 6 2006
CITY OF WINTER

EXHIBIT D

Conditions of Approval, including Mitigation Measures

FINDINGS OF FACT AND CONDITIONS OF APPROVAL FOR THE ANDERSON PLACE 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 Anderson Place 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 (including execution of the Development Agreement) 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,

Findings for Development Agreement

1. The DA is consistent with the objectives, policies, general land uses and programs specified in the General Plan.
2. The DA is compatible with the uses authorized in, and the regulations prescribed for, the zoning district in which the real property is or will be located.
3. The DA is in conformity with and will promote public convenience, general welfare and good land use practice.
4. The DA will not be detrimental to the health, safety and general welfare.
5. The DA will not adversely affect the orderly development of property or the preservation of property values.
6. The DA will meet the intent of Section 15.72.100(a) (Public Benefits) of the Winters Municipal Code.
7. The DA is consistent with Chapter 15.72 (Development Agreements) of the Winters Municipal Code.

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

City of Winters
April 3, 2007

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 October 30, 2006 Planning Commission staff report. The project shall be constructed as depicted on the maps and exhibits included in the October 30, 2006 Planning Commission staff report, except as modified by these conditions of approval. Substantive modifications require a public hearing and Council action.

General Plan Requirements

4. Pursuant to General Plan Policy II.C.1 and VI.F.2, energy efficient design shall be used. Pursuant to Policy II.C.2 of the Housing Element, energy conservation and weatherization features shall be incorporated into the home design. At a minimum this shall include: a) maximization of energy efficient techniques as identified in the July 27, 2004 Planning Commission staff report on "Proposed Energy Resolution", b) attainment of EPA Energy Star Standards in all units, c) low emission furnaces in all units, and d) avoidance of dark colored roofing on all units.
5. Pursuant to General Plan Policy II.D.4 and IV.A.1 necessary public facilities and services shall be available prior to the first occupancy of the project.
6. Pursuant to General Plan Policy IV.A.4 (second sentence), the developer shall pay in-lieu fees for the parkland not provided on site, or at the City's discretion may construct needed improvements according to City specification in lieu of paying the fees.
7. Pursuant to General Plan Policy VI.C.7, drought-tolerant and native plants, especially valley oaks, shall be used for landscaping roadsides, parks, schools, and private properties. Pursuant to General Plan Policy VI.C.8, drainage-detention areas shall incorporate areas of native vegetation and wildlife habitat.
8. Pursuant to General Plan Policy IV.B.14, there shall be a water meter on each new hook-up.
9. Pursuant to General Plan Policy IV.C.2, adequate sewer service shall be provided prior to the issuance of any individual building permit.
10. Pursuant to General Plan Policy IV.J.2, all new electrical and communication lines shall be installed underground.
11. Pursuant to General Plan Policy VI.A.6, grading shall be carried out during dry months, when possible. Areas not graded shall be disturbed as little as possible. Construction and grading areas, as well as soil stockpiles, should be covered or temporarily revegetated when left for long periods. Revegetation of slopes shall be carried out immediately upon completion of grading. Temporary drainage structures and sedimentation basins must be installed to prevent sediment from entering and thereby degrading the quality of downstream surface waters, particularly Putah Creek. The full cost of any necessary mitigation measures shall be borne by the project creating the potential

impacts. Pursuant to General Plan Policy VII.B.3, should the City allow any grading to occur during the rainy season, conditions shall be implemented to ensure that silt is not conveyed to the storm drainage system.

12. Pursuant to General Plan Policy VI.E.6, construction-related dust shall be minimized. Dust control measures shall be specified and included as requirements of the contractor(s) during all phases of construction of this project and shall be included as a part of the required construction mitigation plan for the project.
13. Pursuant to General Plan Policy VII.A.1, VII.A.2, and VII.C.4 all site work and construction activities shall be in accordance with the requirements of the City, and other applicable local, regional, state, and federal regulations.
14. Pursuant to General Plan Policy VII.C.1, necessary water service, fire hydrants, and access roads shall be provided to the satisfaction of the Fire Chief and Fire Protection District standards.
15. Pursuant to General Plan Policy VII.C.2, a minimum fire-flow rate of 1,500 gallons per minute is required for all residential uses.
16. Pursuant to General Plan Policy VIII.D.2, street trees shall be planted along all streets, in accordance with the City's Street Tree Plan and Standards. All trees shall be of a type on the approved master street tree list and shall be a minimum of fifteen gallons in size with a mature tree canopy of at least a thirty-foot diameter within fifteen years. The intent is that majestic street tree species that create large canopies at maturity will be required in all medians and streetside landscape strips. The goal is create maximum shade canopy over streets and sidewalks. The fruitless mulberry trees on the project's Railroad Avenue frontage shall be removed and replaced with trees from the approved master street tree list. The conceptual landscape plan for the subdivision feature/green space area (Lot C), Railroad Avenue frontage, residential units, and other areas shall be submitted to the Public Works and Community Development Departments for review and final approval. Landscaping of the project shall be completed prior to occupancy of the residential units and office suites.
17. Pursuant to General Plan Policy VIII.D.4, a permanent mechanism for the ongoing maintenance of street trees is required, to the satisfaction of the City Manager and City Finance Director.
18. Pursuant to General Plan Policy VIII.D.7, all lighting including street lighting, shall be designed, installed, and maintained to minimize excess light spillage, unnecessary brightness and glare, and degradation of night sky clarity.

Negative Declaration Mitigation Measures

19. **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.

20. **Mitigation Measure #2:**

- a. Construction equipment exhaust emissions shall not exceed Yolo-Solano Air Quality Management District ("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 or 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 emissions opacities, using standards as defined in the 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 be 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 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 fuel and or particulate matter traps. These alternative measures, if proposed, shall be developed in consultation with District staff.

21. Mitigation Measure #3:

- a. Nontoxic soil stabilizers according to manufacturer's specifications shall be applied to all inactive construction areas (previously graded areas inactive for ten days or more).
- b. Ground cover shall be reestablished in disturbed areas quickly.
- c. Active construction sites shall be watered at least three times daily to avoid visible dust plumes.
- d. Paving, applying water three times daily, or applying (non-toxic) soil stabilizers shall occur on all unpaved access roads, parking areas and staging areas at construction sites.
- e. Enclosing, covering, watering daily, or applying non-toxic soil binders to exposed stockpiles (dirt, sand, etc.) shall occur.
- f. A speed limit of 15 MPH for equipment and vehicles operated on unpaved areas shall be enforced.
- g. All vehicles hauling dirt, sand, soil, or other loose materials shall be covered or shall be maintained at least two feet of freeboard.
- h. Streets shall be swept at the end of the day if visible soil material is carried onto adjacent public paved roads.

22. **Mitigation Measure #4:** Wood burning appliances installed in the homes constructed as part of the project shall only use either pellet-fueled heaters, U.S. EPA Phase II certified wood burning heaters, or a gas fireplace. Installation of open hearth wood burning fireplaces is prohibited.
23. **Mitigation Measure #5:** 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.
24. **Mitigation Measure #6:** Special preparation of subgrades and reinforcement of foundations and floor slabs shall be conducted in full and as described in the Geotechnical Engineering Report 723 Railroad Avenue Residential (June 7, 2006) for the proposed project.
25. **Mitigation Measure #7:** Prior to demolition activities, the 27,000 square foot warehouse shall be sampled for the presence of lead-based paint and asbestos-containing materials. If the building surfaces are determined to contain concentrations of lead at or above regulatory limits, then removal in accordance with regulations shall be required prior to demolition activities. If building materials are found to contain asbestos, then removal of the asbestos-containing materials in accordance with applicable regulations shall be required prior to demolition activities.
26. **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 phase of construction of the project, the builder shall submit full architectural renderings, including building elevations and floor plans, for design review and approval.
27. **Mitigation Measure #9:** A solid noise barrier 13-feet in height shall be constructed on the southerly property line and a solid noise barrier 10-feet in height shall be constructed on the easterly property line prior to occupancy of the residential units and combined with a 10 dB noise level reduction (correction) in order to comply with the City's exterior noise standards. The barriers should be constructed of concrete masonry (CMU) units, solid concrete panels, earth berms, or any combination of these. Proposed designs/materials for the barriers shall be reviewed and approved by a qualified acoustical consultant prior to construction to ensure that they achieve the required reduction in exterior noise levels.
28. **Mitigation Measure #10:** In order to achieve compliance with the City's interior noise level standards for the residential units along the southerly property line of the project site, STC 40 rated window assemblies shall be required for all second and third floor windows with a view of the Double M Trucking facility. In order to achieve compliance with the City's interior noise level standards for the residential units along the easterly property line of the project site, STC 35 rated window assemblies shall be required for all second floor windows with a view of the Double M Trucking facility. Air conditioning or other suitable mechanical ventilation shall be provided for all residential and office units to allow residents and office users to close windows for the desired acoustical isolation. The building plans for these residences shall be reviewed and approved by a qualified acoustical professional to identify the acoustical treatments necessary to meet the City's interior noise level standards.
29. **Mitigation Measure #11:** A disclosure statement shall be provided to all prospective homebuyers disclosing that the Double M Trucking facility is located adjacent to and the Mariani Nut Company facilities near the Anderson Place Subdivision project and noise from both the Double M and Mariani facilities will be experienced at the Anderson Place project.
30. **Mitigation Measure #12:** The applicant shall fund the preparation of a fiscal impact analysis to examine project impacts on the City's general fund. The applicant shall enter into a Development

Agreement with the City that includes provisions acceptable to the City Council for mitigating any projected fiscal deficit. This may include an on-going Mello-Roos Community Facilities District (CFD) to fund eligible services, a Lighting and Landscaping District which could fund eligible park and landscaping expenses, establishment of an annuity the interest proceeds of which would cover the projected deficit, or other acceptable mechanisms.

31. **Mitigation Measure #13:** The applicant shall pay park mitigation fees to satisfy the obligation for 0.62-acre of developed parkland. Fees shall include both the value of the land and improvements that would otherwise be constructed if the parkland was provided on-site.
32. **Mitigation Measure #14:** 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 a water well, 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.
33. **Mitigation Measure #15:** The City shall issue building permits only after the new water well is in service.

Community Development

34. Construction activities shall be limited to 7:00 am to 7:00 pm, Monday through Friday only (holidays excluded) in compliance with the City's Noise Ordinance and Standard Specifications. The Applicant shall submit a Construction Noise Control Plan for review and approval by the City prior to acceptance of Final Map. This plan shall address job site noise control and establish protocols for addressing noise complaints. Job site signage with 24-hour contact information for noise complaints shall be included.
35. Foundations shall be poured in place, onsite. No pre-cast foundations will be permitted. This shall be stipulated in all construction contracts.
36. All address numbering shall be clearly visible from the street fronting the property. All buildings shall be identified by either four (4) inch illuminated numbers or six (6) inch non-illuminated numbers on contrasting background. Because the project contains residential units that will be individually owned and will utilize zero lot lines, additional addressing requirements may be necessary as determined by the Fire Department. Naming of streets shall be completed by the Street Naming Committee and the addressing shall be approved by a committee comprised of the Community Development Department, the Fire Department, the Police Department, and the Postal Service.
37. The Applicant shall pay all development impact fees, fees required by other entities, and permit fees.
38. 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.
39. 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.

40. The main electrical panel for each residence and shall be located at the exterior of the residence and capable of total electrical disconnect by a single throw. This same requirement shall apply to each office suite unless waived by the Fire and Community Development Departments.
41. A minimum one-hour occupancy separation shall be required for common walls separating residential units. A minimum one-hour occupancy separation shall be required also for common walls separating commercial and residential units. Wall construction shall be approved by the Fire and Community Development Departments.
42. All wall assemblies separating dwelling units shall comply with Sound Transmission Control per 2001 California Building Code Section 1208.
43. A deed restriction shall be recorded against the nine lots containing office suites to preclude their use as and conversion to residential rental space. The deed restriction shall also preclude the installation of a gas or electric cooking appliance and a bathtub or shower in the office suites. The deed restriction shall be recorded concurrently with the Final Map.
44. The applicant shall form a homeowners association for the project. A draft of the conditions, covenants, and restrictions (CC&Rs) necessary for the association shall be provided to City staff for review and approval. The CC&Rs shall be recorded concurrently with the Final Map.

Design Review

45. Prior to recordation of the Final Map, a deed restriction shall be recorded against each property that precludes conversion of garage area to livable areas.
46. Units on opposing sides of a street shall be compatible in terms of design and color.
47. Lights along local streets shall not exceed 20-feet in height and shall be spaced to meet illumination/safety requirements. Lights along collector and arterial streets shall be as low as feasible in order to maintain pedestrian scale. Historic-style street lamps shall be used along all streets including the private internal streets.
48. Exterior colors on residential units shall not be restricted.
49. Landscaping and signage shall be consistent with the applicable requirements of Chapters 17.76 (Landscaping and Design) and 17.80 (Signs) of the Winters Municipal Code.
50. The developer shall offer universal design features in residential units pursuant to State Law and shall provide prospective buyers with a copy of the State's most current "New Home Universal Design Option Checklist". A copy of the checklist shall be provided to the Winters Community Development Department prior to its use.
51. Details for the sound barrier and landscaping along the west and south sides of the project shall be provided for City review and approval during a subsequent Site Plan (Design Review) for the project.

Affordable Housing

52. Prior to recordation of the Final Map, an inclusionary housing agreement shall be prepared and executed for the identified income-restricted units/properties. Deed restrictions shall be recorded against four lots or four residential units to ensure permanent affordability. All agreements necessary for the affordable housing units shall be reviewed and approved by City staff. Of the four affordable units, two shall be restricted to very low-income households, one shall be restricted to a low-income household, and one shall be restricted to a moderate-income household.
53. The construction of the affordable units shall keep pace or exceed the construction of the market rate units.

54. Pursuant to Policy II.A.13 of the Housing Element, the affordable units shall be visually indistinguishable from the market-rate units.

Street Improvements

55. All proposed roads within 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. Other than Anderson Avenue and Railroad Avenue, all other streets shall be privately owned streets.
56. Anderson Avenue shall be constructed to Collector Street improvement standards with a 50-foot right of way, 40-foot face of curb to face of curb and 5-foot sidewalks each side to the existing Railroad Avenue roadway.
57. Anderson Avenue at the intersection of Railroad Avenue - Developer shall construct roadway and curb, gutter, and sidewalk improvements to the existing Railroad Avenue roadway to the satisfaction of the City Engineer.
58. Railroad Avenue:
- a) Interim Railroad Avenue improvements to include interim landscaping within the future roadway on east side of Railroad Avenue, with a 10-foot concrete pedestrian/bike path from the northern terminus of this development to the southern terminus of the development.
 - b) Developer shall design and construct permanent and temporary pedestrian and bicycle improvements on Railroad Avenue from the project site to Grant Avenue (SR 128). On the east side of Railroad Avenue, improvements shall consist of constructing a temporary off-street Class I pedestrian/bicycle asphalt concrete (AC) path from the project site south boundary to Grant Avenue. The path shall be a minimum of 8 feet wide within the existing right of way.
 - c) No parking shall be allowed on Railroad Avenue.
 - d) Developer shall install roadway striping and markings as required by the City Engineer.
59. Local Streets: Local streets shall provide for ADA compliant sidewalk turnouts where sidewalk widths do not meet ADA requirements. All sidewalks at driveway locations shall be 6-inch thick Portland Cement Concrete (PCC).
60. Tentative Map Anderson Avenue Street Cross Section, dated June 5, 2006. Conditions and Changes shall be made as follows: *Anderson Avenue shall be extended to existing Railroad Avenue with full collector roadway improvements with 40-foot curb to curb roadway width and 5-foot sidewalks on each side.*
- a) Street Cross section details as modified by these conditions of approval, including all intersection geometric design, complying with the conditions of approval, shall be revised on tentative map, submitted to the City, and approved by the City Engineer prior to submitting a final map and improvement plans.
 - b) A signing and striping, and stop plan is required and shall be approved by the City Engineer. All signing and striping shall be in accordance with the City of Winters Public Improvements Standards and Construction Standards.
 - c) Street light types shall be those historic types as approved by the City.
61. The internal roadway in the C-2/southerly portion of the project shall be one-way, have a minimum roadway width of 20-feet and minimum vertical clearance of 14-feet, and be signed and striped for no parking. The internal roadway for in the O-F/northerly portion of the project shall have a minimum roadway width

approved by the Winters Fire Department, have a minimum vertical clearance of 14-feet, and be signed and striped for no parking.

Storm Drainage and Site Grading

62. 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.
63. 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.
64. 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.
65. On-site Drainage utilities within the private streets shall be privately owned.
66. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
67. 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.
68. Drainage fees shall be paid prior to issuance of a building permit.
69. All perimeter parcels and lots shall be protected against surface runoff from adjacent properties in a manner acceptable to the City Engineer.
70. 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.
71. 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.
72. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.

73. 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 than one acre shall include a BMP to be approved by the City Engineer.
74. 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.
75. 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.
76. All inactive portions of the construction site, which have been graded will be seeded and watered until vegetation is grown.
77. Grading shall not occur when wind speeds exceeds 20 MPH over a one hour period.
78. Construction vehicle speed on unpaved roads shall not exceed 15 MPH.
79. Construction equipment and engines shall be properly maintained.
80. 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.
81. Construction practices will minimize vehicle idling.
82. Potentially windblown materials will be watered or covered.
83. Construction areas and streets will be wet swept.

Wastewater and Sewer Collection System

84. The Applicant shall obtain a no-cost Wastewater Discharge Permit from the Public Works Department prior to the issuance of a Building Permit.
85. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral and clearance required for each parcel, in accordance with City of Winters Public Improvement Standards and Construction Standards.
86. On site sewer utilities within the private streets shall be privately owned.
87. A Tentative Map Sewer Collection System 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.
88. 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.
89. 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

90. Based on City water modeling, a new well is needed to serve the development. Per Mitigation Measure #15, no building permits shall be issued until the new well is in service.
91. 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. If required, 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.
92. The property shall be connected to the City of Winters water system, with a separate water lateral and meter required for each parcel, in accordance with City of Winters Public Improvement Standards and Construction Standards.
93. On site water utilities within private streets shall be privately owned.
94. At the time the Final Map is approved, the applicant will be required to pay the appropriate City connection fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
95. 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.
96. 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.
97. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
98. 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 fire hydrants on the project's Railroad Avenue frontage, Anderson Avenue frontages, along the internal roadways, and potentially in other locations. The number and locations 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.
99. 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.
100. 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.

101. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
102. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
103. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
104. 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.
105. 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.
106. Submit four sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
107. All buildings shall have fire suppression sprinkler systems meeting or exceeding NFPA 13 and local Fire Department standards. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems. All occupants of each of the project's buildings shall be notified of a water flow in that building's fire suppression system; the Winters Fire Department shall approve the type, locations, and audible decibel level of the internal water flow alarms. Each of the project's buildings shall have an external horn and strobe unit that is approved by the Winters Fire Department. Individual fire department connections shall be installed for each of the project's buildings.

Backflow devices for each Fire Department connection shall be approved by the City Engineer and the Winters Fire Department. Each device shall be fitted with OS&Y valves at each end. Each system shall be supervised so the general water flow can be detected and water flow to each office or residential unit can be detected. Supervised systems shall be monitored on a 24-hour basis, 7 days per week by an approved monitoring station that can then report the water flow situation to the Fire Department's dispatch center.

General Public Works and Engineering Conditions

108. 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.
109. 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.
110. 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.
111. U.S. Post Office mailbox locations shall be shown on the improvement plans subject to approval by the City Engineer and Postmaster.
112. A registered landscape architect shall design public landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.

113. 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.
114. All existing and proposed utilities (electric, phone/data, and cable) including the overhead utilities on the project's Railroad Avenue frontage 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.
115. Street lighting location plan shall be submitted and approved by the City Engineer, prior to approval of improvement plans and final recordation of Map.
116. 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.
117. Occupancy of residential units shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings, unless otherwise approved by the City Engineer and Community Development Director. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
118. 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.
119. A Subdivision Improvement Agreement shall be entered into and recorded prior construction of improvements, issuance of any building permits, or recordation of a Final Map.
120. 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

121. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
122. 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.
123. 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.

Reimbursements for Applicant Installed Improvements

124. Applicant shall pay appropriate reimbursements for benefiting improvements installed by others, in the amount and at the time specified by existing reimbursement agreements.
125. 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.
126. Prepare, and submit for approval, a utility site plan prior to preparation of full improvement plans.

127. 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.
128. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
129. 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.
130. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
131. Encroachment permits if necessary shall be acquired from Yolo County, Caltrans, and PG&E.
132. 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.
133. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.
134. 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.

ANDERSON PLACE/TM COAs CC FINAL 3Apr07

EXHIBIT E
School Agreement

When Recorded, Return to:

Winters Joint Unified School District
909 West Grant Avenue
Winters, CA 95694

Exempt: Government Code §5103

MEMORANDUM OF MUTUAL BENEFIT AGREEMENT
BETWEEN EVA I. BRZESKI AND G STREET SAN BERNARDINO, LLC, AND
WINTERS JOINT UNIFIED SCHOOL DISTRICT

This Memorandum of Mutual Benefit Agreement is entered into on this 13th day of June, 2007, by and between Winters Joint Unified School District, of Yolo County, California, body politic, with an office at 909 West Grant Avenue, Winters, California, (hereinafter referred to as "District"), and Eva I. Brzeski and G Street San Bernardino, LLC, ("Developer") the owner and developer of certain real property hereinafter referred to as the Anderson Place Parcel (Yolo County Assessor's Parcel No. 003-322-20-31) and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

1. District and Developer entered into a Mutual Benefit Agreement ("Agreement") on the 13th day of June, 2007, for the purpose of reaching an agreement covering developer-mitigation impact fees necessitated by the expected impact on the District by the proposed construction and occupancy occurring on, in or about the property described on Exhibit "A." All of the foregoing is set forth in the Agreement.
2. The Term of the Agreement is indefinite with no termination date.
3. The Property which is the subject of the Agreement is described in Exhibit "A" attached hereto.
4. The duties, promises and covenants set forth in the Agreement are binding upon and inure to the benefit of the parties and their heirs, successors, assigns and personal representatives and shall constitute covenants which shall run with the land.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Mutual Benefit Agreement as of the day and year first above written.

Winters Joint Unified School District

By: Dale J. Mitchell
Name: Dale J. Mitchell
Title: Superintendent

Eva I Brzeski and G Street
San Bernardino, LLC

By: Eva I Brzeski
Name: Eva I Brzeski
Title: N.A.

-1-

By: Jan B. Brzeski
Name: Jan B. Brzeski
Title: Managing Member
G Street San Bernardino, LLC

MEMORANDUM OF MUTUAL BENEFIT AGREEMENT

Page 2 of 2

State of California
County of Orange

On June 13 2007, before me, T. Messina, Notary Public,
Notary Public, personally appeared Jan B. Brzeski,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person)
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

T. Messina
Notary Public

(SEAL)

My commission expired: 1/23/11



State of California
County of MARIN

On JUNE 14, 2007, before me, SUSAN DUPUIS,
Notary Public, personally appeared EVA I. BRZESKI,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person)
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Susan Dupuis
Notary Public

(SEAL)

My commission expired: 3-11-09



MEMORANDUM OF MUTUAL BENEFIT AGREEMENT

Page 2 of 2

State of California
County of Yolo

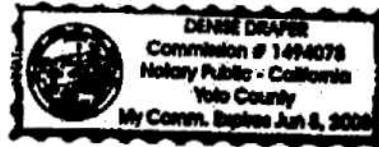
On June 20, 2007, before me, Denise Draper,
Notary Public, personally appeared Dale J. Mitchell,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Denise Draper
Notary Public

(SEAL)

My commission expired: June 8, 2008



State of California
County of _____

On _____, before me, _____,
Notary Public, personally appeared _____,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person
whose name is subscribed to the within instrument and acknowledged to me that he executed the
same in his authorized capacity, and that by his signature on the instrument, the person, or the
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

(SEAL)

My commission expired: _____

MUTUAL BENEFIT AGREEMENT BETWEEN
EVA I. BRZESKI AND G STREET SAN BERNARDINO, LLC
AND
WINTERS JOINT UNIFIED SCHOOL DISTRICT

THIS MUTUAL BENEFIT AGREEMENT ("Agreement") is entered into this 13th day of June, 2007, by and between

Eva I. Brzeski and G Street San Bernardino, LLC,
hereinafter referred to as "*Developer*"

whose address is
6151 W. Century Blvd., Suite 300
Los Angeles, CA 90045

and

WINTERS JOINT UNIFIED SCHOOL DISTRICT

Yolo County, California, hereinafter
referred to as "the District"
whose address is
909 West Grant Avenue, Winters, CA 96594

RECITALS:

- A. WHEREAS, *Developer* is the owner and developer of certain real property commonly referred to as Anderson Place Parcel located in the City of Winters, California described on Exhibit "A", attached hereto and incorporated herein by reference (Yolo County Assessor's Parcel No. 003-322-20-31) (hereinafter "Anderson Place Parcel"); and
- B. WHEREAS, the Anderson Place Parcel is located within the boundaries of the District; and
- C. WHEREAS, *Developer* represents to the District that it proposes to construct residential dwelling units on the Anderson Place Parcel consisting of a total of Twenty-eight (28) single family residential units. Of these 28 residential units, Two (2) shall be constructed for very low-income households and One (1) shall be constructed for low to moderate-income households; and

D. WHEREAS, the District's facilities are currently at capacity and the District has the authority to levy fees on developers to mitigate the impact that future development will have on the District's school facility needs within certain limits prescribed by law; and

E. WHEREAS, the District is currently levying fees pursuant to Government Code section 65995.5 ("Level II fees"); and

F. WHEREAS, *Developer* and the City of Winters ("the City") are intending to enter into a development agreement ("the Development Agreement") concerning the development of the Anderson Place Parcel, which, among other things, will provide for the voluntary payment by *Developer* of additional impact fees to the District of the equivalent of Level III fees on Twenty-Five (25) residential units in the Anderson Place Parcel; and

G. WHEREAS, *Developer* and the District desire to set forth the agreements between them in writing so that this agreement ("Agreement") may be enforced by the District.

NOW, THEREFORE, in consideration of the terms and conditions herein set forth, the District and *Developer* do hereby agree as follows:

1. *Developer* agrees to mitigate the impact on District facilities as a result of the development of the Anderson Place Parcel by the payment directly to the District of the sum of Six and 12/100 Dollars (\$6.12) per square foot of residential construction, which will be payable in two installments as follows:

A. Payment of the sum of Three and 06/100 (\$3.06) covering the square footage of residential construction for each residential unit, to be payable to the District prior to the time a building permit is issued.

B. Payment of the additional sum of Three and 06/100 (\$3.06) covering the square footage of residential construction for each residential unit to be payable at the close of escrow on the sale of each single family residential unit.

2. The payments described in paragraph 1 shall be paid on the Twenty-Five (25) market rate and affordable residential units within the Anderson Place Parcel.

3. This Agreement and specifically paragraph 1, shall not apply to the Three (3) residential units in the Project constructed specifically for very low and low income persons, it being acknowledged by the parties that those residential units would remain subject to the statutory Level II fees in the amount of Three and 06/100 Dollars (\$3.06) per square foot of residential construction.

4. *Developer* shall not be required to pay directly to the District any fees or charges in addition to the payments described in Paragraph 1. Nothing contained herein shall prevent the District from seeking other means of mitigation or additional funding for school facilities from other sources, but nothing herein obligates the District to do so. In addition, nothing contained herein shall prevent the City from requiring other impact fees from *Developer* for purposes other than school impact mitigation which may also benefit District properties.

5. A. It is anticipated that an executed copy of this Agreement will be attached as an exhibit to the Development Agreement between *Developer* and the City.

B. The District shall provide *Developer* and/or its successors in interest with two appropriate releases within a reasonable time for each residential unit for which *Developer* has paid the fees agreed upon in this Agreement as follows:

1) The first release shall be conditioned upon the payment in full of Level II fees as described in Paragraph 1A and shall serve to authorize the City to issue a building permit.

2) The second release shall be provided after the payment of the fee described in Paragraph 1 B.

C. The City has advised both the District and *Developer* that no building permit will be issued until *Developer* has paid the required Level II fees pursuant to Paragraph 1 A above and the District has notified the City of such payment by delivering a copy to the City of the release specified in B. 1) of this paragraph 5.

D. The District shall provide a release from the recorded memorandum of this Agreement to *Developer*, or to an escrow holder designated by *Developer*, when *Developer* has paid the District the additional fees for a residential unit, described in Paragraph 1 B.

E. No fee shall be required for issuance of a building permit for subdivision improvements (including, but not limited to utilities, curb, gutter, sidewalk, roads, alleys, grading, walls or monuments).

6. *Developer* acknowledges that the payments established in this Agreement are in excess of the Level II fees the District is authorized by statute to impose and agrees that it is entering into this Agreement voluntarily and that it waives any right to protest, challenge or object to the payments as set forth in this Agreement.

7. The District acknowledges that the legal limitations on the amount of payments established in this Agreement may be hereafter be amended or adjusted by legislative or administrative action, or may be invalidated or augmented as a result of court action, and agrees that it waives any right to school impact fees from *Developer*, its successors or assigns, other than as provided for in this Agreement

8. This Agreement is for the benefit of the Anderson Place Parcel and is intended to preserve its value and enhance its development. *Developer* agrees that for the benefit of the District, the City, and for itself, that it will construct and pay for any and all road improvements (including, in addition to the traveled way, such items as shoulders, bike lanes, sidewalks, and utilities) along any District property which may be required by the City or otherwise, and that it will not seek reimbursement for such improvements from the District.

9. A. The parties agree that the Anderson Place Parcel shall be held, transferred and encumbered, subject to the provisions of this Agreement, which is for the use and benefit of each and every person or entity who now or in the future owns any portion or portions of said real property. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives. *Developer* shall be permitted to sell or assign all or any portion of the properties described in Exhibit A to any other individual, partnership, corporation, licensed contractor, or limited liability company for purposes of development of residential lots or residences on such lots, subject to said assignee assuming all *Developer's* obligations hereunder.

B. A Memorandum of this Agreement in the form of Exhibit "B" to this Agreement shall be recorded in the Office of the County Recorder of Yolo County, California. Such Memorandum shall be executed by the parties before a notary, and shall constitute a covenant which shall run with the land; provided however, as to any lot within the Anderson Place Parcel on which a dwelling unit has been constructed, and for which an occupancy permit has been issued, and escrow for the sale to a third party has closed, this Agreement shall be deemed terminated and of no further force or effect.

C. Upon *Developer's* payments as described in Paragraph 1 hereof, District agrees to execute any documents necessary or convenient including, but not limited to a lien release and escrow instructions in order to release any lien existing on said lot by virtue of this Agreement or the Memorandum of Agreement referenced herein.

10. The parties acknowledge that in consideration of the payments as provided in this Agreement, the Anderson Place Parcel will be exempt from and excluded from inclusion in any landowner Mello-Roos Community Facilities District formed by the District for the purposes of financing the acquisition and development of school facilities. This section is not intended to prevent the school district from using State funds under the Leroy Greene Lease Purchase Act or other applicable legislation including, but not limited to, land donations, general obligation bonds, or other sources of funding to finance the acquisition, design, construction, or reconstruction of school facilities.

11. Should any suit brought by either party against the other for the enforcement of any rights of either party against the other pursuant to the provisions of this Agreement, or by reason of any alleged breach of any of the provisions of this Agreement or arising from this Agreement, then the successful party in such action shall be entitled to receive from the unsuccessful party all costs incurred in connection with such suit, including a reasonable allowance for attorneys' fees incurred by the successful party.

12. All notices or other communications to be given hereunder shall be in writing and shall be deemed received when personally delivered by commercial courier or otherwise, or three business days after deposit in the United States mail, postage prepaid, addressed as follows:

Developer:

Eva I. Brzeski and G Street San Bernardino,
LLC
6151 W. Century Blvd., Suite 300
Los Angeles, CA 90045
Attn: Eva Brzeski

District:

Winters Joint Unified School District
909 West Grant Avenue
Winters, CA 96594
Attn: Dr. Dale J. Mitchell, Superintendent

13. Should the provisions of State law preclude the District from levying statutory developer fees or remove the statutory limits on developer fees, this Agreement shall be considered a current obligation of *Developer* for each and every residential unit planned for the Anderson Place Parcel whether or not a building permit has been issued notwithstanding any change in the law.

14. *Developer's* obligations to make any payment under the terms of this Agreement is expressly conditioned upon approval by the City of a Development Agreement between the City and *Developer*. Should this condition not be satisfied then this Agreement shall be void, and of no further force and effect. The District shall in that event execute a release of the Memorandum of Agreement.

15. 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 Agreement.

16. This Agreement and all rights and obligations hereunder shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors, assigns and personal representatives.

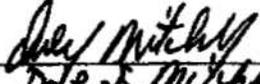
17. This Agreement constitutes the entire understanding and agreement between the parties and supersedes all previous negotiations among them. Except as otherwise expressly provided, neither this Agreement nor any of its terms may be amended, modified or waived except by written agreement. This Agreement shall, however, be construed in light of and in conjunction with the Mutual Benefit Agreement between the City of Winters and the District.

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

19. This Agreement shall be effective on the same date as the Development Agreement between *Developer* and the City is recorded in the Office of the County Recorder of Yolo County.

Winters Joint Union School District

Eva I. Brzeski and G Street
San Bernardino, LLC

By: 
Name: Dale J. Mitchell
Title: Superintendent

By: 
Name: Eva I. Brzeski
Title: NA

By: Jan B. Brzeski
Name: Jan B. Brzeski
Title: Managing Member
G Street San Bernardino, LLC

EXHIBIT A-1

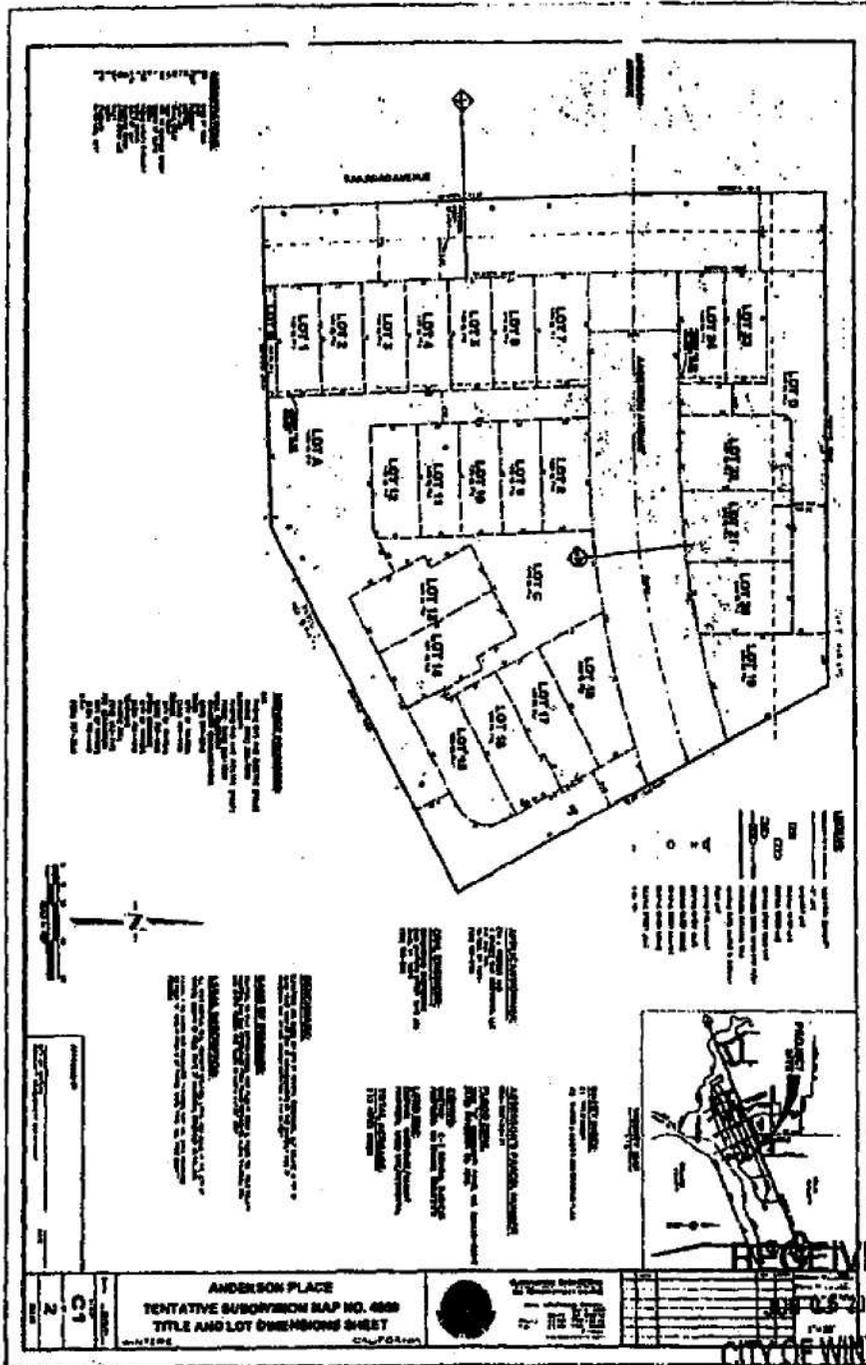
Real property in the City of Winters, County of Yolo, State of California, described as follows:

PARCEL 1, AS SHOWN AND DELINEATED ON PARCEL MAP NO. 3763, RECORDED OCTOBER 19, 1990 IN BLOCK 9 OF PARCEL MAPS, PAGE 104, YOLO COUNTY RECORDS.

EXCEPTING THEREFROM, FROM AN EASTERLY PORTION OF SAID LAND, ALL PETROLEUM, OIL, NATURAL GAS AND PRODUCTS DERIVED THEREFROM, WITHIN OR UNDERLYING SAID LAND, WITHOUT THE RIGHT OF SURFACT ENTRY, AS RESERVED BY SOUTHERN PACIFIC COMPANY, ET AL, IN DEED RECORDED OCTOBER 9, 1945 IN BOOK 225 AT PAGE 170, OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM, FROM THE REMAINDER OF SAID LAND, ALL MINTERALS AND MINERAL RIGHTS, INTERESTS AND ROYALTIES, INCLUDING, WITHOUT LIMITING THE GENERALITY THEREOF, ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES AS WELL AS METALIC OR OTHER SOLID MINTERALS, IN AND UNDER SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC TRANSPORTATION COMPANY, RECORDED NOVEMBER 24, 1987 IN BOOK 1904 AT PAGE 343, OFFICIAL RECORDS.

APN: 003-322-20



RECEIVED
 JUN 26 2006
 CITY OF WINTERS

EXHIBIT A-2



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE : May 20, 2008
FROM: John W. Donlevy, Jr., City Manager
SUBJECT: Second Reading and Adoption of Ordinance 2007-04, an Ordinance of the City Council of the City of Winters amending Chapter 10.16 of the Winters Municipal Code Pertaining to Stopping, Standing and Parking

RECOMMENDATION:

That the City Council:

1. Hold a Second Reading of Ordinance 2007-04, and;
2. Adopt Ordinance No. 2007-04, AN ORDINANCE OF THE CITY OF WINTERS AMENDING CHAPTER 10.16 OF THE WINTERS MUNICIPAL CODE PERTAINING TO STOPPING, STANDING, AND PARKING.

BACKGROUND:

Over the past few years, Staff has received an ever increasing rise in complaints from residents regarding persons regularly storing their recreational vehicles, trailers and boats on the public street. Specifically, the complaints center around unattached "fifth wheels", recreational trailers and boats being parked in front of residences on the public street for extended periods of time. In some cases, permanently.

Under the City's Municipal Code, parking is limited to 120 consecutive hours of parking before a vehicle must be moved. Unfortunately, this requires the Police Department to chalk the tires and schedule re-checks. The definition of "move" is also vague.

The Municipal Code also prohibits the parking or storage of commercial vehicles in residential areas.

In a review of many City streets, the storage of cars, boats and trailers is becoming pervasive. These range from the smaller tent trailers or ski boats to the very large travel trailers. In some cases, the size of these vehicles rival those of commercial vehicles and are being parked on a residential street. The result of this storage has multiple effects:

- Visual Nuisance- Outside storage in the public right of way impacts the attractiveness of the neighborhood. As one resident has put it, "the view outside my living room window says Country Squire". In some cases, these trailers are not newer models, making them extremely unattractive.

*Parking Ordinance Revision
Agenda Report- May 20, 2008
Page 2*

- Maintenance- Residents know that the City is not enforcing No Parking on Street Sweeping Days. In most cases, these trailers are not moved, resulting in an accumulation of debris due to the lack of street sweeping.
- Safety- In some cases, these trailers are being stored on corner lots and on side streets. The large trailers are parked on or near the corners, creating a large visual barrier to cars making turns. In all practicality, this creates a blind intersection for motorists turning due to the reduced site distance.
- Enforcement- Due to limited staffing and repeated complaints, the Police Department finds itself in a "cat and mouse" game with some trailer owners. Many residents are extremely frustrated by neighbors storing trailers and repeatedly call for service because the trailer has been in the same location for in excess of 120 hours. The problem arises in the definition of whether the trailer has been "moved". The result is an adversarial situation where neighbor is pitted against neighbor, one neighbor feeling he is being falsely accused by Police of storing the trailer, and another neighbor feeling his rights to a "nice" neighborhood, unfettered by someone storing a large trailer in front of their home and "the City is doing nothing about it".

Additionally, Staff is encountering problems with persons living and/or occupying trailers and recreational vehicles on City streets. In some cases, persons have been emptying restroom tanks into public trash cans.

DISCUSSION:

Staff is recommending that the City Council adopt the attached amendment to the municipal code to refine the parking ordinance to increase clarity and place more clearly defined restrictions on the storage of recreational trailers and boats in the public right of way. This proposed amendment would include:

1. Prohibition of parking unattached trailers in or on any public right of way within the City of Winters.
2. A 72 hour parking restriction for all vehicles and trailers on Winters street.
3. Establishment of a permitting process whereby residents with recreational trailers or boats can purchase an on street storage permit for up to 36 total days per year for a specified trailer parked in front of their owner occupied residence. Under the permit, trailers could be stored unattached for a cumulative period of not more than 36 days total in any calendar year.
4. A re-definition of moving a vehicle to mean " a minimum of 1,000 linear feet" from a specified address and non-parking in front of the address for a period of not less than 72 hours, or on to a private property.
5. A strict prohibition against persons living or occupying a recreational vehicle unless permitted for a period not to exceed 120 hours, but not more than 14 calendar days total per year.

The Ordinance will not provide for the prohibition of storage of recreational trailers, boats or vehicles on private property, outside of the public right of way. This recommendation only deals with storage in the streets or public right of way.

FISCAL IMPACT:

Costs for increased enforcement and increased revenues from citations. Actual amounts to be determined.

ATTACHMENT:

Ordinance 2007-04.

ORDINANCE NO. 2007-04

AN ORDINANCE OF THE CITY OF WINTERS
AMENDING CHAPTER 10.16 OF THE MUNICIPAL CODE
PERTAINING TO STOPPING, STANDING, AND PARKING

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

SECTION 1: Section 10.16.010 of the Municipal Code of the City of Winters is hereby amended to read as follows:

Section 10.16.010 Application of Regulations

A. The provisions of this chapter prohibiting the stopping, standing or parking of a vehicle shall apply at all times or at those times specified in this Chapter, except when it is necessary to stop a vehicle to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device.

B. The provisions of this Chapter imposing a time limit on standing or parking shall not relieve any person from the duty to observe other and more restrictive provisions of the Vehicle Code or this code of this city prohibiting or limiting the standing or parking of vehicles in specified places or at specified times.

C. For purposes of this Chapter:

"Vehicle" means any device used for the transportation of persons or property as defined in section 670 of the California Vehicle Code.

"Unattached trailer" means a vehicle that is not self-propelled, was originally designed for carrying persons or property, including boats, and for being drawn by a motorized vehicle, and is not attached to a motorized vehicle that is capable of immediately propelling and towing such unattached trailer.

"Recreational vehicle" means any vehicle, whether self-propelled or drawn by another motorized vehicle, which was originally designed or permanently altered, and equipped or used for human habitation. The term "recreational vehicle" includes, but is not limited to, motor homes, travel trailers, 5th-wheel trailers, campers, and tent trailers. The term "habitation" means the use of a vehicle for temporary or permanent living quarters.

SECTION 2: Section 10.16.050 of the Municipal Code of the City of Winters is hereby amended to read as follows:

Section 10.16.050 Use of streets for storage of vehicles prohibited

No person who owns or has possession, custody or control of any vehicle or recreational vehicle shall park such vehicle or recreational vehicle upon any street or alley for more than a consecutive seventy-two (72) hour period.

No person who owns or has possession, custody or control of an unattached trailer shall leave standing any unattached trailer upon any street or alley within the City.

For purposes of this Chapter, a vehicle or recreational vehicle shall be deemed to be parked in violation of this section when it has not moved at least one thousand (1,000) feet or on to a private property within a consecutive seventy-two (72) hour period.

Any vehicle, recreational vehicle or unattached trailer parked in violation of this Chapter may be removed by the Chief of Police, or his/her designee, in accordance with Sections 22651 and 22669 of the California Vehicle Code.

SECTION 3: Section 10.16.055 is added to Chapter 10.16 of the Municipal Code of the City of Winters to read as follows:

10.16.055 Habitation of Vehicles on Streets

It shall be unlawful for any person who owns or has possession, custody or control of any vehicle, recreational vehicle or unattached trailer, to use or allow the use of such vehicle for human habitation or occupancy. The term "habitation" means the use of a vehicle for temporary or permanent living quarters.

SECTION 4: Section 10.16.270 is added to Chapter 10.16 of the Municipal Code of the City of Winters to read as follows:

10.16.270 Exemptions, Issuance of Permits

Notwithstanding sections 10.16.050 and 10.16.055, the Chief of Police, or his/her designee, may issue permits for the temporary stopping, parking, standing or habitation of vehicles, recreational vehicles or unattached trailers on a street or alley, subject to the following conditions:

- A. A permit for the temporary stopping, parking or standing of vehicles shall be for up to a maximum of thirty-six (36) total days per calendar year for each vehicle. A permit for the temporary habitation or occupancy of a vehicle shall be for up to a maximum of fourteen (14) total days per calendar year for each vehicle, however, each habitation or occupancy period shall not exceed one hundred and twenty (120) consecutive hours. Each habitation or occupancy period must be separated by at least ten (10) days.
- B. A permit for stopping, standing or parking of a vehicle may only be issued to the property owner of a single family residence.
- C. No more than one (1) permit may be issued to a property owner at any given time.
- D. A permit shall restrict the stopping, parking or standing of a vehicle, recreational vehicle or unattached trailer to that portion of the street or alley immediately in front of and abutting the property upon which the single family residence is located.

E. A permit shall be immediately revocable if the vehicle, recreational vehicle or unattached trailer poses a safety concern, in the sole and absolute discretion of the Chief of Police.

F. The Chief of Police, or his/her designee, may impose any additional conditions that he/she deems necessary to protect the health, safety and general welfare of the community.

Appeals regarding the issuance of permit by any interested person may be made to the City Manager within ten (10) days of issuance. The decision of the City Manager regarding any appeals shall be final.

The City Council may by resolution establish fees for the issuance of permits authorized by this Section.

SECTION 5. 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 6. 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 May 6, 2008, and was passed and adopted at a regular meeting of the City Council held on May 20, 2008 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Woody Fridae, Mayor

ATTEST:

Nanci G. Mills, City Clerk


**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : May 20, 2008
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Elliot Landes, Associate
SUBJECT: Choice of Sites and Designs for Park Monument Signs

RECOMMENDATION: The Council consider staff recommendation for sites of monument signs at four City parks, and approve or recommend changes.

BACKGROUND: The City Council at the Tuesday, Oct. 16, 2007 meeting, unanimously approved the priority list of expenditures for the Workforce Housing Reward Program, including \$15,345 for the purchase of concrete signs for Rotary Park, City Park, Blue Oak Park and Valley Oak Park. The Workforce Housing Reward Program is funded through the Department of Housing and Community Development and is based on a per-bedroom analysis for each residential unit affordable to very-low and low-income households permitted during the program year. The contract for this grant program was executed in Oct. for funds in the amount of \$136,254.

Staff is recommending signs in the same design as the monument sign at the Bobbie Greenwood Swim Center. The sign is manufactured by Quick Crete Inc. of Norco, CA. It is model Q-9S and has a curved shape and is 129" wide and 50" high at the peak of the curve. The price per sign is \$3,577 including shipping. Four signs would be \$14,308, with an additional \$1,037 in grant funds available for installation.

Council is being asked to choose four sites from five possible, now that the Winters Putah Creek Nature Park is being developed. Council is being asked to approve the sign designs and locations, or make changes.

The five potential sites are:

- 1) Blue Oak Park
- 2) Valley Oak Park
- 3) City Park
- 4) Winters Putah Creek Nature Park
- 5) Rotary Park

Staff recommends eliminating either 4 or 5 above.

Staff is recommending the following locations for the signs:

Blue Oak Park

The sign will be located behind the semi-circular plaza on East Main Street, near the edge of the plaza, with lettering on the inside of the sign curve (unlike the other signs), so the curve of the sign can follow the curve of the plaza.

Valley Oak Park

The sign will be located behind the sidewalk along Valley Oak Drive, just north of the path that leads from the sidewalk into the park. The current wood sign will be removed.

City Park

The sign will be located along the Main Street side of the park, across from WPNS, five yards east of the east most tree and 18 yards west of the Felicia Diaz sign. No signs will be removed.

Winters Putah Creek Nature Park

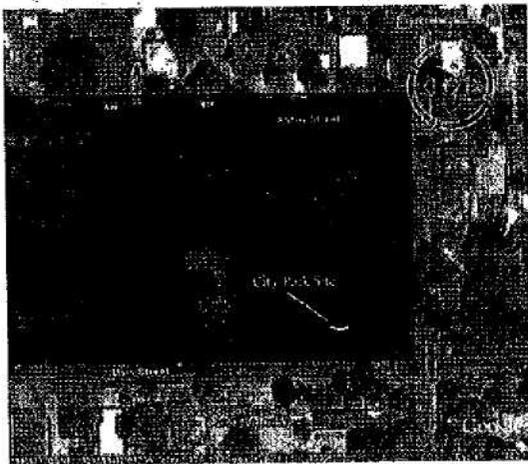
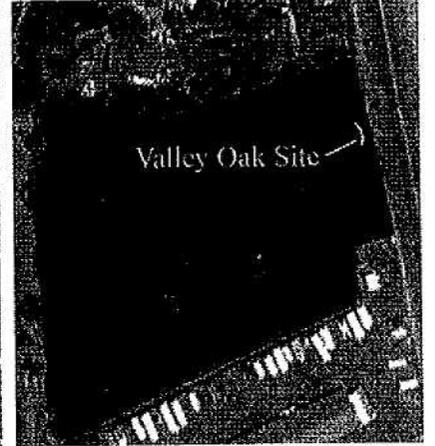
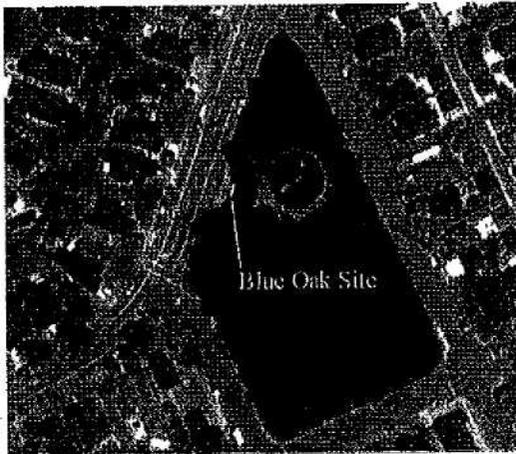
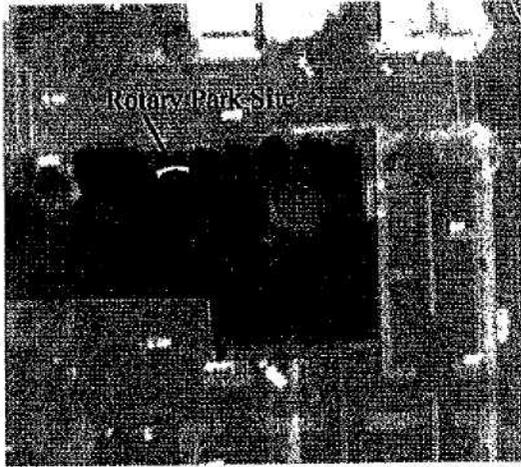
The sign will be located facing the east edge of the amphitheater green, on the south side of the path that leads west from that spot. Council can decide not to put in a sign for this park, and put one in Rotary Park instead, because the funding only covers four signs total.

Rotary Park

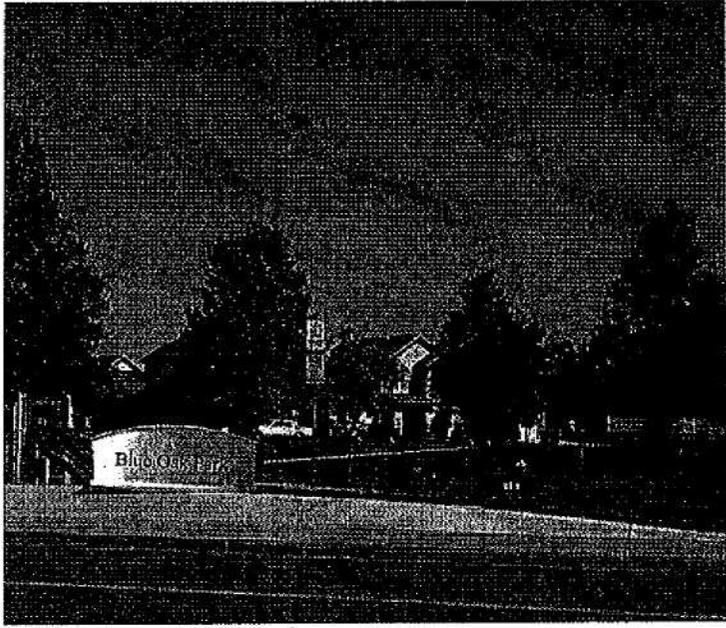
The sign will be located facing the north edge of the park, near the Gazebo. Council can decide not to put in a sign for this park, and put one in the Putah Creek Nature Park instead, because the funding only covers four signs total.

FISCAL IMPACT:

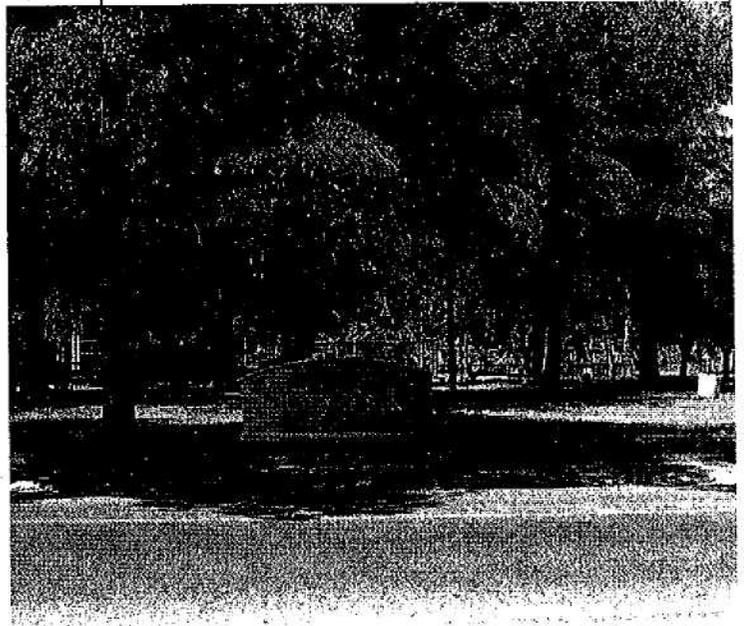
\$15,345, to be paid from the Workforce Housing Reward Program.



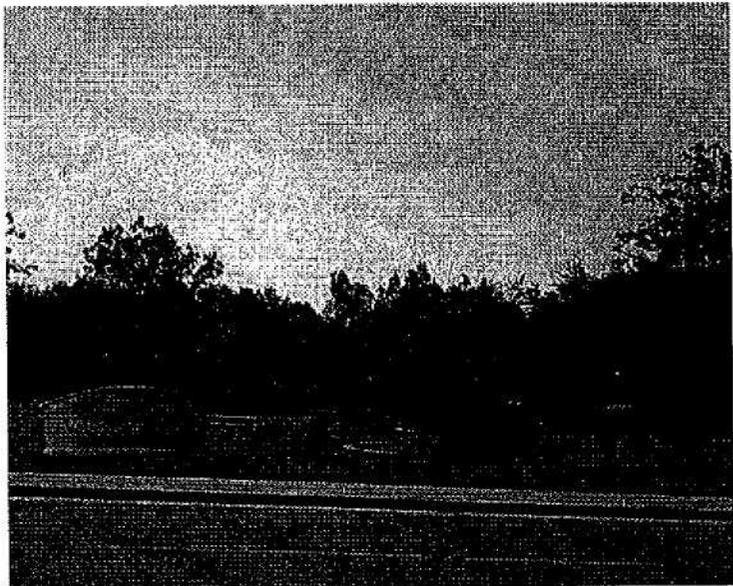
Sites for Monument Signs



Blue Oak Park



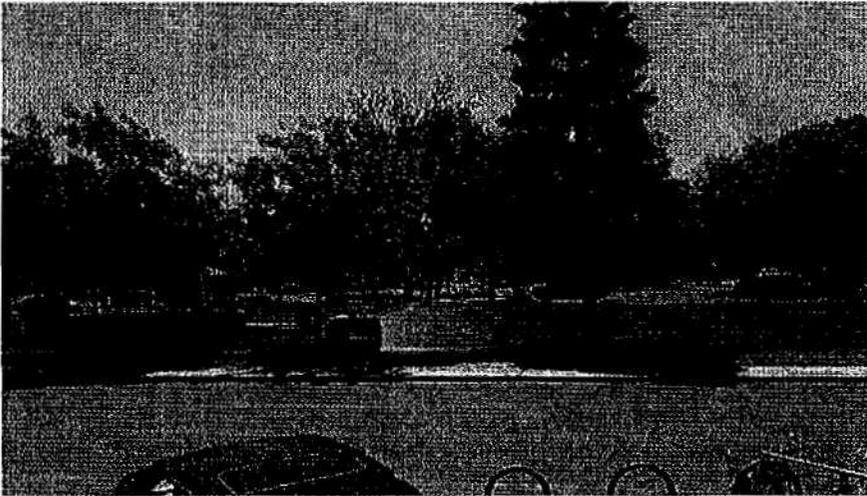
City Park



Valley Oak Park



Winters Putah Creek Nature Park



Rotary Park



QUICK CRETE PRODUCTS CORP
P.O. BOX 839
731 PARKRIDGE AVE.
NORCO, CA 92860-0639
(951) 737-6240
Fax(951) 737-7032
www.quickcrete.com

Price Quotation

Quote No. 0084498
Quote Date 2/28/2008

SOLD TO: 01-CITOWIN
CITY OF WINTERS
318 FIRST ST.
WINTERS, CA 95684

SHIP TO: 0008
CITY OF WINTERS PARK SIGNS
ADDRESS _____
XST _____
WINTERS, CA _____

Confirm To: ELLIOT LANDES
Phone: (530) 795-4910 Ext: 119
Email Address:

Fax: (530) 795-4935

Ship To Contact: ELLIOT LANDES
Phone: (530) 304-0207 Ext:
Email Address:

REVISED
2/28/08

Fax: (530) 795-4935

NET 307 NON-CANCELLABLE P.O.

JOHN TORGESON

*****ONE TIME ONLY SPECIAL PRICING BASED ON CUSTOMER PLACING ORDER FOR (3)
SIGNS MINIMUM BY 12/31/08*****

COLOR & TEXTURE TO MATCH INV#76751

Q9S 1.00 EACH 3,577.00 3,577.00

129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH ARCH.
C1-NATURAL, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
INCLUDE (8) 3/4" DIA. X 20" L. ANCHOR BOLTS, EPOXY AND PATCH KIT.

CONVEX SIDE TO READ:
1ST LINE: City Park (10"HT. X __"DP.) T.B.D.

FONT: QUICK CRETE STANDARD FONTS (T.B.D.)
PAINT: QUICK CRETE STANDARD COLORS (T.B.D.)

**ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS AND INSTALLATION REQUIRED BY OTHERS.

Q9S 1.00 EACH 3,577.00 3,577.00

129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH ARCH.
C1-NATURAL, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
INCLUDE (8) 3/4" DIA. X 20" L. ANCHOR BOLTS, EPOXY AND PATCH KIT.

CONVEX SIDE TO READ:
1ST LINE: Valley Oak Park (10"HT. X __"DP.) T.B.D.

FONT: QUICK CRETE STANDARD FONTS (T.B.D.)
PAINT: QUICK CRETE STANDARD COLORS (T.B.D.)

**ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS AND INSTALLATION REQUIRED BY OTHERS.

Q9S 1.00 EACH 3,577.00 3,577.00

129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH ARCH.
C1-NATURAL, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
INCLUDE (8) 3/4" DIA. X 20" L. ANCHOR BOLTS, EPOXY AND PATCH KIT.

CONCAVE SIDE TO READ:
1ST LINE: Blue Oak Park (10"HT. X __"DP.) T.B.D.

FONT: QUICK CRETE STANDARD FONTS (T.B.D.)
PAINT: QUICK CRETE STANDARD COLORS (T.B.D.)

**ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS AND INSTALLATION REQUIRED BY OTHERS.

Q9S 1.00 EACH 3,577.00 3,577.00





QUICK CRETE PRODUCTS CORP
P.O. BOX 639
731 PARKRIDGE AVE,
NORCO, CA 92860-0639
(951) 737-8240
Fax (951) 737-7032
www.quickcrete.com

Price Quotation

Quote No. 0084486
Quote Date 2/28/2008

SOLD TO: 01-CITOWIN
CITY OF WINTERS
318 FIRST ST.
WINTERS, CA 95684

SHIP TO: 0006
CITY OF WINTERS PARK SIGNS
ADDRESS _____
XST _____
WINTERS, CA _____

REVISED
2/28/08

Confirm To: ELLIOT LANDES
Phone: (530) 795-4910 Ext: 119
Email Address: _____

Fax (530) 795-4935

Ship To Contact: ELLIOT LANDES
Phone: (530) 304-0207 Ext: _____
Email Address: _____

Fax (530) 795-4935

NET 30 / NON-CANCELLABLE P.O.

JOHN TORGESON

129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH ARCH.

C1-NATURAL, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
INCLUDE (8) 3/4" DIA. X 20" L. ANCHOR BOLTS, EPOXY AND PATCH KIT.

CONVEX SIDE TO READ:

1ST LINE: Fuzah Creek Nature Park (10"HT. X ___"DP.) T.B.D.

FONT: QUICK CRETE STANDARD FONTS (T.B.D.)

PAINT: QUICK CRETE STANDARD COLORS (T.B.D.)

**ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS AND INSTALLATION REQUIRED BY OTHERS.

Q9S 2.00 EACH 3,577.00 7,154.00

129" L. X 50" HT. X 8" THK. PRECAST CONCRETE ONE SIDED, 156"R. RADIUS, MONUMENT SIGN WITH ARCH.

C1-NATURAL, T4-MEDIUM SANDBLAST, STANDARD GLOSS SEALER.
INCLUDE (8) 3/4" DIA. X 20" L. ANCHOR BOLTS, EPOXY AND PATCH KIT.

CONVEX SIDE TO READ:

1ST LINE: Rotary Park (10"HT. X ___"DP.) T.B.D.

FONT: QUICK CRETE STANDARD FONTS (T.B.D.)

PAINT: QUICK CRETE STANDARD COLORS (T.B.D.)

**ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS AND INSTALLATION REQUIRED BY OTHERS.

ALL STRUCTURAL ENGINEERING, CALCULATIONS, PERMITS, FOOTINGS, ASSEMBLY AND INSTALLATION BY OTHERS. CUSTOMER IS RESPONSIBLE FOR OFFLOADING MONUMENT SIGNS WEIGHING MORE THAN 7,500 LBS.

PLEASE NOTE: PRICE BASED ON 10"HT. LETTERS, PRICE MAY CHANGE ONCE LETTER SIZE IS DETERMINED

*****PLEASE NOTE*****

A 50% DEPOSIT OF \$ 11,509.00 IS REQUIRED BEFORE PRODUCTION.

DELIVERY REQUESTED ON:

(PLEASE FILL IN THE REQUESTED DELIVERY DATE ABOVE)





QUICK CRETE PRODUCTS CORP
P.O. BOX 639
731 PANGLOSS AVE.
NORCO, CA 92860-0639
(951) 737-4240
Fax:(951) 737-7032
www.quickcrete.com

Price Quotation

Quote No. 0084498
Quote Date 2/28/2008

SOLD TO: 01-CITOWIN
CITY OF WINTERS
318 FIRST ST.
WINTERS, CA 95894

SHIP TO: 0005
CITY OF WINTERS PARK SIGNS
ADDRESS _____
XSIT _____
WINTERS, CA _____



Confirm To: ELLIOT LANDES
Phone: (930) 795-4910 Ext: 119
Email Address: _____

Fax: (930) 795-4935

SHIP To Contact: ELLIOT LANDES
Phone: (930) 304-0207 Ext: _____
Email Address: _____

Fax: (930) 795-4935

NET 30 / NON-CANCELLABLE P.O.

JOHN TORGESEN

TERMS & CONDITIONS

QUICK CRETE PRODUCTS PURCHASED NEW ARE GUARANTEED FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP, UNDER NORMAL USE, FOR A PERIOD OF ONE YEAR FROM THE ORIGINAL DATE OF DELIVERY. DAMAGE INCURRED FROM VANDALISM AND ACTS OF GOD ARE NOT COVERED. REPLACEMENT AND REPAIR SHALL BE AT THE DISCRETION OF QUICK CRETE PRODUCTS CORP. QUICK CRETE SHALL NOT BE LIABLE TO YOU OR ANY OTHER PARTY FOR LOSS OF PROPERTY, LOSS OF USE, LOSS OF SAVINGS, LOSS OF PROFITS, INSTALLATION CHARGES, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE MATERIAL, INDIRECT OR OTHER SIMILAR DAMAGES ARISING FROM BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY; EVEN IF QUICK CRETE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGES.

In the event of a claim for defective goods, Quick Crete shall be allowed to inspect such materials or upon request shall be furnished a sample of such materials. Goods claimed to be defective shall not be returned without Quick Crete's written prior authorization. Quick Crete is only liable to replace, or credit you, at Quick Crete's option, for defective materials. Where you are to inspect as a condition of purchase, you shall be responsible for any charges for inspection, analysis or tests.

Quick Crete shall not be liable for its failure to perform due to strikes, labor difficulties, judicial action, fire, flood, war, sabotage, riot, breadstrikes or failure of plant or equipment, delays in or lack of transportation, government allocations, delays of supplies or unavailability of material or any other cause beyond Quick Crete's control. If Quick Crete, in its discretion, determines that its performance would result in Quick Crete's incurring a loss because of causes beyond Quick Crete's control, Quick Crete may terminate this agreement, without penalty or obligation to you.

Shipments and deliveries shall be subject to approval of Quick Crete's credit department. Quick Crete reserves the right to demand you give a security interest in your inventory to Quick Crete before making any shipment to you that is not C.O.D. If you fail to fulfil the terms of payment, Quick Crete may defer further shipments or may at its option cancel any unshipped balance. No failure of Quick Crete to exercise any right accruing from any default by you shall impede Quick Crete's rights in the event you subsequently default. In the event Quick Crete has a security interest in your inventory, this invoice shall become a demand note.

Quick Crete shall retain title of the goods sold until the goods are paid for in full. If payment is not made when due, Quick Crete may, at its option and without notice, enter the premises where the goods may be located and repossess the goods. This reservation of title in Quick Crete and the right to repossess shall be in addition to any and all other remedies Quick Crete may have under law or equity. Any and all of the above mentioned remedies may be used at the same time and the use of any of these shall not constitute a waiver of the right to use any other available remedies.

This transaction shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. The parties expressly consent to be subject to the exclusive jurisdiction of the California State courts. The parties agree that recede of an order in Riverside County constitutes performance, and that Riverside County, California Court is the proper venue.

You agree your acknowledgment on the bottom of this page shall constitute your acceptance of the terms and conditions contained herein and/or referred to in Quick Crete's Price Quotation. You agree to pay within the terms specified on the invoice/prize quotation. Any delinquent account will bear interest at 2% per month, or 24% per year. You agree to pay all reasonable collection costs and attorney's fees incurred in collection of this account.

Any excises, taxes or issues which Quick Crete may be required to pay or collect under any existing or future law, upon or with respect to the sale, purchase, delivery, storage, processing, use, consumption or transportation of any of the material covered hereby shall be your responsibility, and you agree to pay the amount thereof to Quick Crete.

The above Terms and Conditions represent the entire agreement between Quick Crete and the customer with respect to the sale of goods supplied hereunder and cannot be modified except by a new written contract signed by both Quick Crete and the customer. By signing below, customer agrees to be conclusively bound for the above mentioned products and / or services.

Elizabeth Ceja
Quick Crete Products Corp. Date

02/28/2008

John Torgeson
Customer Authorization Date 3/27/08

Customer Initial





**COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

TO: Honorable Chairman and Board of Directors
DATE : May 20, 2008
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Cas Ellena, Redevelopment & Economic Development Director *CE*
SUBJECT: Consultant Services Agreement with PKF Consulting for a Phase I Hotel Market Demand Analysis

RECOMMENDATION: Staff recommends the Community Development Agency ("CDA") approve the Consultant Services Agreement with PKF Consulting for a Hotel Market Demand Analysis

BACKGROUND: The CDA is moving forward with its Economic Development Strategy (the "Strategy"). A key part of the Strategy is the develop of lodging in Winters, both higher end lodging near I-505 and boutique hotel lodging within the Downtown core. Staff has identified possible sites near the freeway which are zoned appropriately, out of the flood zone area which could potentially accommodate a higher-end hotel. On a separate track, the City has recently issued a request for proposal for a feasibility study to analyze the feasibility of a rehabilitation and reuse of the historic DeVilbuss (aka Buckhorn Steak and Roadhouse), the Masonic building and the Bank of Winters (aka Putah Creek Café). This study will look into the possibility of utilizing the DeVilbuss as a boutique hotel.

SUMMARY: Before the CDA expends significant staff time and resources to attract a potential hotel development for its freeway serving properties, it needs to first obtain information regarding the hotel market demand and to analyze whether or not a hotel could be successful in Winters. Without this analysis, credible hoteliers and developers will not even consider Winters as a potential lodging location.

A Phase I Market Demand Analysis ("Analysis") would provide the following information:

- 1) Site Analysis** – Since the location of a hotel development within its market is of major importance to the success of a project, an Analysis will evaluate possible hotel sites in Winters and each sites advantage and disadvantages in comparison with potential competitors;
- 2) Area Review** – An Analysis will evaluate relevant statistical data regarding our local and regional market area to determine whether the economic environment appears suitable for hotel development;

3) Primary Research - an Analysis will provide primary market research within the local market including interviews with key demand generators, inspection and evaluation of competitive and comparable facilities and discussions with executives knowledgeable about the area's lodging market;

4) Supply and Demand Estimates - the Analysis will estimate the current demand for lodging facilities and the projected future demand in our competitive market area;

5) Facilities Recommendations - the Analysis will make facilities recommendations based on our demonstrated market demand including: concept and quality level of the property; number, size and mix of hotel rooms; appropriate franchise affiliations; sizing of restaurant and banquet and meeting space; and related services and amenities to be provided, including parking, recreation and other facilities;

6) Market Share Estimates - an Analysis will determine our fair share ratio, i.e. relating our potential property size to our competitive market supply (existing and potential) and based on our proposed project attributes (location, price, quality and amenities), the Analysis will project what we could reasonable expect to capture in our first five years of operation;

7) Interim Summary Report - the Analysis will provide a summary report outlying the conclusions and opinions concerning the ability of the local market to support a proposed hotel development. The Analysis will also include estimates of attainable average daily rates and occupancy levels for each of the first five years of operation.

The CDA may or may not desire a Phase II study. A Phase II study would go into greater economic feasibility analysis of a more specific proposed hotel and would provide valuable information to the CDA should it determine to assist with a potential hotel development. Whether or not the CDA desires a Phase II study may depend on the outcome of the Phase I study.

Additionally, the CDA may or may or may not desire a Phase III, formal report presentation. Again, this may depend upon the conclusions of the Phase I study.

Staff has contacted PKF Consulting ("PKF") to request a proposal for a Hotel Market Demand Analysis. Staff selected PKF not only because of their long-standing expertise in the hotel industry but also because of their specialized knowledge and familiarity with the greater Sacramento area lodging market. They are currently doing work in Vacaville, Davis and West Sacramento.

FISCAL IMPACT: The Proposal submitted by PFK provides for a Phase I Market Demand Analysis for \$9,500; a Phase II Analysis of Economic Feasibility for \$3,000; and a Phase III Formal Report Presentation for \$3,000. The attached Consultant Services Agreement provides for the Phase I Study at a not to exceed amount of \$9,500.

ATTACHMENTS:

- Consultant Services Agreement including Proposal from PKF Consulting dated May 8, 2008

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



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

CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____

THIS AGREEMENT is made at Winters, California, as of _____, by and between the City of Winters Community Development Agency ("the CDA") and PKF Consulting "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the CDA the Services described in Exhibit "A" for the Phase I Market Demand Analysis, which is the CONSULTANT'S Proposal dated May 8, 2008. Consultant shall provide said services at the time, place, and in the manner specified by the Anticipated Delivery Date identified in Exhibit "A".
2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included under the Professional Fees section in Exhibit "A", but in no event shall total compensation exceed Nine Thousand, Five Hundred Dollars (\$9,500), for Phase I without the CDA's prior written approval. CDA 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 "B" 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

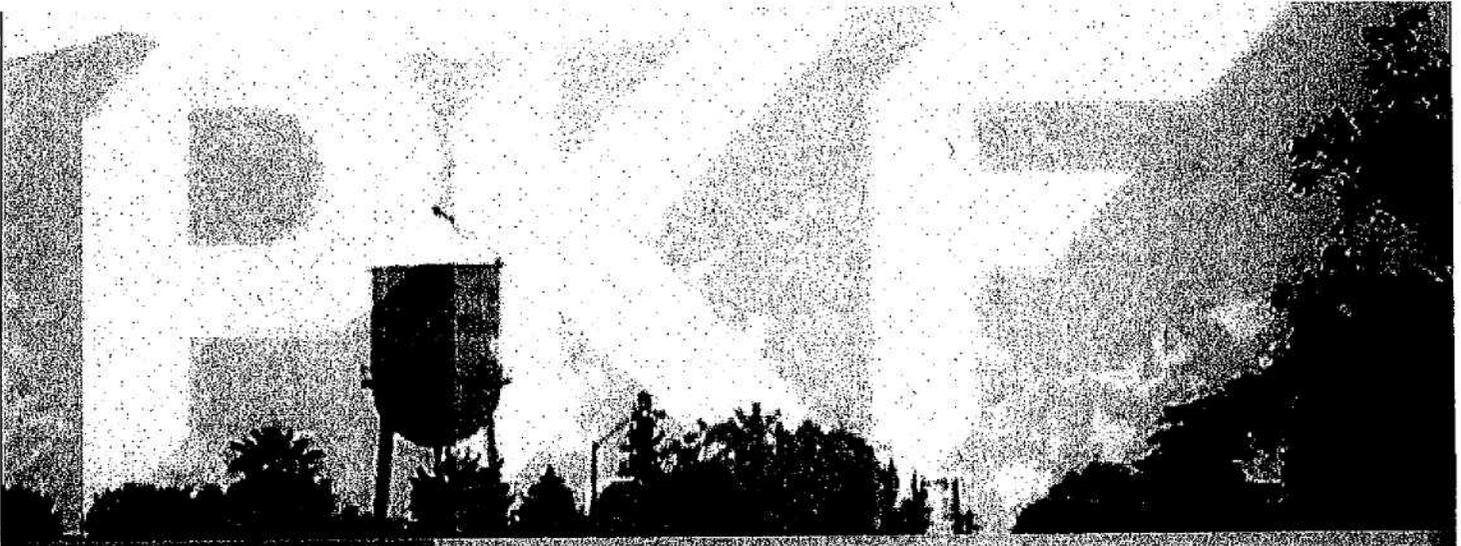
By: _____
John W. Donlevy, Jr., Executive Director

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CDA Secretary



Proposal

**Proposed Hotel
Winters, California**



Prepared For:

Ms. Cas Ellena
Redevelopment & Economic Development Director
City of Winters
318 First Street
Winters, CA 95694

Prepared By:

PKF Consulting
San Francisco

Date of the Proposal:

May 8, 2008

PKF
CONSULTING
www.pkfc.com



425 California Street
Suite 1650
San Francisco, CA 94104
Telephone (415) 421-6378
Telefax (415) 958-7708

Sent via email to cas.ellena@cityofwinters.org
No hard copy to follow

May 8, 2008

Ms. Cas Ellena
Redevelopment & Economic Development Director
City of Winters
318 First Street
Winters, CA 95694

Re: Proposed Hotel – Winters, CA

Dear Ms. Ellena:

Pursuant to our discussions, we are pleased to submit this proposal to perform a study of the potential market demand and financial feasibility for the development of a proposed hotel to be located in Winters, California.

A. Introduction

As we understand it, representatives of the City of Winters ("the City") are evaluating the need for a hotel within the City. In order to assist the City in assessing whether a hotel is a viable development opportunity, we propose to perform a study that would encompass the following:

- Evaluate the appropriateness of identified sites within the City for the development of a hotel facility;
- Analyze the current and future market demand for hotel rooms in the local market area;
- Provide key planning criteria as to the sizing, concept, amenities to be provided, and timing of the development;

- Develop a forecast of the likely occupancy levels and average daily room rates ("ADR") the recommended hotel could reasonably achieve over its first five-years of operation;
- Develop a statement of estimated annual operating results for the proposed project for its first ten years of operation. This statement would reflect all potential revenues and expenses associated with ongoing operations and would be the basis for analyzing the future economic feasibility of the hotel (Optional Phase);
- Working with you, develop an estimate of the total development cost of the proposed hotel. Based on this cost estimate, together with our cash flow forecast, we will be able to evaluate the financial feasibility of the proposed development (Optional Phase); and,
- At the appropriate time, prepare a formal report on the market and economic feasibility of the proposed development. This report would be suitable for presentation to third parties for the purpose of securing mortgage financing and/or equity participation. This report would also be suitable for use in the negotiation of a lease, management or franchise agreement, as well as for presentation to representatives of local government agencies (Optional Phase).

The work program for the study will be concerned with the determination of current and potential future demand for hotel rooms, assessment of the existing and potential future competitive hotel supply, and the share of the market that could reasonably be attained by the proposed subject facility. Our work plan for such a study will be conducted in several phases, as detailed later in this proposal.

B. PKF Consulting

As a point of background, we would like to provide you with a brief overview of our Firm. PKF Consulting is a national firm of management consultants, appraisers and industry specialists who provide a wide range of services to the hospitality, tourism and real estate industries. Headquartered in San Francisco, the Firm has offices in New York, Philadelphia, Atlanta, Houston, Dallas, Los Angeles, Indianapolis, Seattle, Sacramento, Bozeman and Washington, D.C. with nearly 100 professionals and support staff serving both public and private sector clients.

As a member of the Pannell Kerr Forster International Ltd worldwide firms, PKF Consulting has direct access to the resources of one of the world's largest accounting and consulting firms, with over 250 offices in 75 countries. In addition, PKF Consulting is an affiliate of Colliers International, one of the world's largest real estate advisory firms. Two wholly owned subsidiaries of PKF Consulting and the services they provide include:

PKF Hospitality Research

- Provides custom research to a variety of clients in the hospitality industry delivers intelligence services and maintains the Firm's extensive proprietary database of hospitality industry statistics.

PKF Capital

- Provides hospitality investment sales ("brokerage") and investment banking services.

Senior professionals of the Firm have been part of the hospitality business for more than twenty-five years. They lead teams of consultants who bring a broad range of experience – corporate finance, hotel operations, resort planning, international tourism, real estate valuations – to meet client needs. Real estate professionals carry the MAI (Member of the Appraisal Institute), ISHC (International Society of Hospitality Consultants), FRICS (Royal Institute of Chartered Surveyors) and CRE (Counselor of Real Estate) designations.

Since its inception, PKF Consulting has placed a special emphasis on serving the hospitality, tourism and real estate industries. This work includes market analyses, feasibility studies and market value appraisals in virtually every major domestic (U.S.) market and many foreign markets throughout the Americas and Asia, providing the Firm with an unsurpassed body of knowledge regarding past and present market performances.

The Firm is staffed and equipped to provide the hospitality and real estate industries with the following key services:

- Market and Feasibility Studies
- Real Estate Appraisals and Business Valuations
- Tourism and Recreational Studies
- Strategic Planning
- Operational Reviews
- Asset Management
- Financial Consulting Services
- Litigation Support, Expert Witness and Arbitration Services

Our broad client base relies on us to assist in the development, operation, acquisition and/or disposition of hotels, resorts, convention centers, golf courses, city and country clubs, restaurants, health clubs, and mixed-use projects. Specifically, we provide consulting, appraisal and customized research to the following:

- Hotel owners and developers
- Hotel management and franchise companies

- Tourism organizations
- Financial institutions, insurance companies and investors
- Sports organizations
- Clubs
- Public agencies and governments
- Attorneys, architects and land planners

In addition to our long-standing expertise in the hotel industry, we would bring to you in this engagement substantial familiarity with the greater Sacramento area lodging market. Presented below is a partial listing of hotels we have appraised or evaluated over the past several years located in the local market area.

Partial Listing of Sacramento Hotel Projects	
Hyatt Place*	9 th and X Street Hotel *
Embassy Suites Hotel	Residence Inn
Sheraton Grand	Marriott Hotel *
Hyatt Regency	Host Hotel at Sacramento Airport
Clarion Hotel	Citizen Hotel **
Hilton Hotel	Hampton Inn and Suites
Courtyard by Marriott at UC Davis	Homewood Suites**
Delta King	Holiday Inn Express
Historic Railroad Depot Hotel *	Springhill Suites
Hilton Garden Inn Downtown *	Four Points by Sheraton
Radisson Hotel	Intercontinental Hotel*
Doubletree Hotel	Red Lion Hotel
Vagabond Inn	Redevelopment of the Marshall Hotel*
Proposed* Under construction**	

In order to give you a further understanding of the depth of our experience, attached for your review is a partial listing of additional existing and proposed hotels, resorts, and other types of properties our office has evaluated during the past several years.

Given the historical role of PKF Consulting in the hospitality and real estate industries, and our knowledge of the local market, we are of the opinion that there is no firm that can provide the services available through us. More background and information on our Firm can be obtained from our web site at www.pkfc.com.

To assist you in evaluating the market support for the proposed hotel, we intend to conduct a study as discussed in the following text.

C. Phase I – Market Demand Analysis**1. Introductory Meeting**

The first phase of our engagement will involve meeting with you and your associates for the purpose of understanding your goals and objectives for this project, as well as to review in detail any preliminary development programming you may have for this development.

2. Site Analysis

Since the location of a hotel development within its market is of major importance to the success of a project, we will analyze and evaluate the following factors regarding the locations identified by the City for a hotel development and possible advantages/disadvantages in comparison with potential competitors:

- Accessibility of the transportation network and demand generators
- Visibility from various access points
- Ambiance of the area as it might impact demand
- Relationship to demand sources and attractions
- Climate and seasonality which may impact demand

3. Area Review

We will gather and analyze relevant statistical data regarding the local and regional market area to determine whether the economic environment appears suitable for the project. We will examine possible correlation between key economic factors and the demand for hotel rooms and will use available forecasts of these indicators in our evaluation of potential future demand.

4. Primary Research

We will perform primary market research within the local market. This will include interviews with key demand generators, inspection and evaluation of competitive and comparable facilities and discussions with executives knowledgeable about the area's lodging market. Among those whom we may conduct such interviews are:

- Owners and managers of potentially competitive hotels
- Appropriate city and county officials
- Major employers in the market area
- Management of local tourist attractions
- Officials in tourism, development, and transportation
- Bankers, editors, and development-organization representatives
- Convention Bureau authorities

- Redevelopment Agency officials
- Local Real Estate professionals

5. Supply and Demand Estimates

On the basis of the foregoing analysis, we will estimate potential growth in both the demand for, and the supply of lodging facilities in the competitive market area. We will then evaluate each of the principal segments of demand and describe their characteristics in this particular market and their historical performance. Then we will estimate growth rates in demand for each of these market segments and project the anticipated future demand.

The next step is an estimate of the competitive supply, including historical growth trends and potential additions to the supply. We will evaluate the competitive potential of proposed or rumored projects with respect to your development, and estimate expected performance of the competitive supply over the projection period for the subject property.

6. Facilities Recommendations

We will review plans you may have for the project and prepare recommendations for facilities that, in our opinion, will best meet demonstrated market demand, including:

- Concept and quality level of the property;
- Number, size and mix of hotel rooms;
- Appropriate franchise ("brand") affiliations;
- Sizing of restaurant and banquet and meeting space; and,
- Related services and amenities to be provided, including parking, recreation and other facilities.

These recommendations can provide you with background for a design program and will serve as the basis for our estimate of operating results.

7. Market Share Estimates

As a starting point for our estimate of the proposed hotel's operating performance, we will relate the property's size to the competitive supply, both existing and potential. This ratio, called fair share, is then related to projected competitive demand and adjusted to reflect the share of the market which we would reasonably expect the property to capture in its first five years of operation based on identifiable attributes demanded in the market such as: location, price, quality, and amenities. Based on this analysis, we will develop our projection of the potential occupancy and average room rate the hotel could achieve over its first five years of operation.

8. Interim Summary Report

To provide you with a preliminary indication of our findings regarding the potential for the proposed development, we will furnish you with a brief (five to ten pages) summary report outlining our initial conclusions and opinions concerning the ability of the local market to support the planned project at the subject site. In addition, this report will also include our estimates of attainable average daily rates and occupancy levels for each of the first five years of operation of the proposed development. Due to the abbreviated nature of this report, it is restricted for your internal management use.

At the conclusion of the first phase of the report, if the initial results are positive and with your authorization, we would next develop a detailed cash flow forecast for the proposed hotel.

D. Phase II – Analysis of Economic Feasibility (Optional Phase)

1. Projected Operating Results

Using our market research as a basis, we would develop a detailed cash flow forecast for the first ten years of operation of the proposed hotel. This forecast would include all revenues and expenses and result in a "bottom line" of income before depreciation, amortization, interest, and taxes on income ("EBITDA").

Since the estimated operating results will be based on estimates and assumptions, which are subject to uncertainty and variation, we will not represent them as results that will actually be achieved. The estimated operating results will be used to evaluate the overall feasibility of the project.

2. Analysis of Economic Feasibility

After we have developed the above cash flow forecast, we will then develop an analysis of the economic viability of the proposed project. Working with you, we will develop an estimate of the total development cost of the proposed project, as well as a recommended financing plan. We will then calculate the project's total return on invested capital as well as the return on an assumed equity investment. Should we determine that the return on investment does not meet current market requirements necessary to attract investors, we will highlight the level of difference and discuss with you ways in which it may be mitigated.

Our foregoing findings of Phase II of our analysis will be presented to you both verbally, and in a brief letter report. Due to the abbreviated nature of this summary report, it is restricted for your internal management use.

E. Phase III – Formal Report Presentation (Optional Phase)

At the conclusion of Phase I and II, if you so desire, we will prepare a detailed report outlining our conclusions and recommendations concerning the hotel development. The report will be presented in a format generally acceptable to major sources of debt and equity financing and franchise and management organizations. Though the exact format of the reports will evolve as the engagement progresses, the following probable section headings provide an outline of the expected final reports.

- Introduction (Project Concept and Study Methodology)
- Summary of Conclusions and Recommendations
- Area Economic/Demographic Review
- Site Location Evaluation
- Competitive Supply and Demand
- Recommended Facilities
- Market Position - Subject Property
- Statement of Estimated Annual Operating Results
- Feasibility Analysis

F. Anticipated Delivery Date

Based on our present scheduling and your timely acceptance, we should be able to commence Phase I of the engagement within approximately one to two weeks of receiving your authorization to proceed. Barring unforeseen circumstances, we envision completing Phase I of our study within approximately two to three weeks. Phases II and III would be initiated upon receipt of your authorization, and would require approximately one to two additional weeks each to complete.

G. Professional Fees

Our fees are commensurate with services rendered and are based on time expended by our professionals, charged at our normal billing rates as indicated below, and are not in any way contingent upon the results of our work.

Our normal hourly billing rates at this time are as follows.

Executive and Senior Vice Presidents	\$325 - \$450
Vice Presidents	\$225 - \$325
Associates	\$175 - \$225
Consultants	\$100 - \$175

Based on our understanding of the scope of this engagement, we estimate our professional fee for various phases of the engagement to be as follows.

Phase I - Market Demand Analysis	\$9,500
Phase II - Analysis of Economic Feasibility	\$3,000
Phase III - Formal Report Presentation	\$3,000
Total	\$15,000

As can be noted, the professional fee for completing Phase I of this study is \$9,500 with the total fee for this engagement being \$15,500, if an analysis of the economic feasibility of the project and formal report is required.

In addition to our professional fees, we require reimbursement for any out-of-pocket expenses incurred in the performance of the assignment. Such expenses may include transportation and lodging costs, out-of-pocket expenses incurred by us while in the field, supplies, and report printing costs.

If, at any time during the course of the study, we form an initial opinion that there is insufficient market support for the proposed hotel, we will suspend the assignment at that point and discuss our findings with you. If you desire that we terminate the assignment at this point, we will write you a brief letter summarizing our findings and charge you only for that time actually incurred to date at our regular hourly rates, plus expenses. Again, we will only proceed from one phase to the next upon your authorization.

As it is customary in assignments of this nature, we request a retainer of \$7,500 to commence the assignment. The remaining balance of our fees, plus out-of-pocket expenses, will be billed to you at the end of each phase of the study. The final copies of the report will be released after the receipt of all payments.

H. Limitations of the Study

Our report will be subject to the attached standard statement of assumptions and limiting conditions.

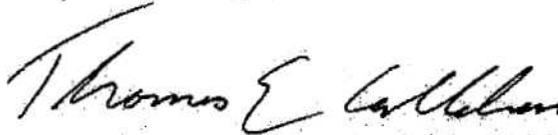
I. Approval and Acceptance

If this letter correctly states the nature of the work to be undertaken and the arrangements are satisfactory, please sign the enclosed copy of this letter and return it to us, together with the requested retainer, as our authorization to commence the assignment.

We appreciate the opportunity to submit this proposal and we look forward to working with you on this very interesting assignment.

Yours sincerely,

PKF Consulting



Thomas E. Callahan, CPA, CRE, MAI, FRICS
Co-President & Chief Executive Officer

Approved and Accepted:

By: _____

Title: _____

Date: _____

Scope of Work Required:

Phase I – Market Demand Analysis	_____
Phase II – Economic Feasibility Analysis	_____
Phase III – Formal Report	_____

Addenda

Addendum A
Statement of Assumptions and Limiting Conditions

Statement of Assumptions and Limiting Conditions

Economic and Social Trends - The consultant assumes no responsibility for economic, physical or demographic factors which may affect or alter the opinions in this report if said economic, physical or demographic factors were not present as of the date of the letter of transmittal accompanying this report. The consultant is not obligated to predict future political, economic or social trends.

Information Furnished by Others - In preparing the report, the consultant was required to rely on information furnished by other individuals or found in previously existing records and/or documents. Unless otherwise indicated, such information is presumed to be reliable. However, no warranty, either express or implied, is given by the consultant for the accuracy of such information and the consultant assumes no responsibility for information relied upon later found to have been inaccurate. The consultant reserves the right to make such adjustments to the analyses, opinions and conclusions set forth in this report as may be required by consideration of additional data or more reliable data that may become available.

Hidden Conditions - The consultant assumes no responsibility for hidden or unapparent conditions of the properties, subsoil, ground water or structures. No responsibility is assumed for arranging for engineering, geologic or environmental studies that may be required to discover such hidden or unapparent conditions.

Hazardous Materials - The consultant has not been provided any information regarding the presence of any material or substance on or in any portion of the subject property, which material or substance possesses or may possess toxic, hazardous and/or other harmful and/or dangerous characteristics. Unless otherwise stated in the report, the consultant did not become aware of the presence of any such material or substance during the consultant's inspection of the subject property. However, the consultant is not qualified to investigate or test for the presence of such materials or substances. The consultant assumes no responsibility for the presence of any such substance or material on or in the subject property, nor for any expertise or engineering knowledge required to discover the presence of such substance or material. Unless otherwise stated, this report assumes the subject property is in compliance with all federal, state and local environmental laws, regulations and rules.

Zoning and Land Use - Unless otherwise stated, the subject property is assumed to be in full compliance with all applicable zoning and land use regulations and restrictions.

Licenses and Permits - Unless otherwise stated, the property is assumed to have all required licenses, permits, certificates, consents or other legislative and/or administrative authority from any local, state or national government or private entity or organization that have been or can be obtained or renewed for any use on which the performance estimates contained in this report are based.

Engineering Survey - No engineering survey has been made by the consultant. Except as specifically stated, data relative to size and area of the subject property was taken from sources considered reliable and no encroachment of the subject property is considered to exist.

Subsurface Rights - No opinion is expressed as to the value of subsurface oil, gas or mineral rights or whether the property is subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

Statement of Assumptions and Limiting Conditions
(Continued)

Maps, Plats and Exhibits - Maps, plats and exhibits included in this report are for illustration only to serve as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose, nor should they be removed from, reproduced or used apart from the report.

Legal Matters - No opinion is intended to be expressed for matters which require legal expertise or specialized investigation or knowledge beyond that customarily employed by real estate consultants.

Right of Publication - Possession of this report, or a copy of it, does not carry with it the right of publication. Without the written consent of the consultant, this report may not be used for any purpose by any person other than the party to whom it is addressed. In any event, this report may be used only with properly written qualification and only in its entirety for its stated purpose.

Archeological Significance - No investigation has been made by the consultant and no information has been provided to the consultant regarding potential archeological significance of the subject property or any portion thereof. This report assumes no portion of the subject property has archeological significance.

Compliance with the Americans with Disabilities Act - The Americans with Disabilities Act ("ADA") became effective January 26, 1992. It is assumed that the property will be in direct compliance with the various detailed requirements of the ADA.

Definitions and Assumptions - The definitions and assumptions upon which our analyses, opinions and conclusions are based are set forth in appropriate sections of this report and are to be part of these general assumptions as if included here in their entirety.

Utilization of the Land and/or Improvements - It is assumed that the utilization of the land and/or improvements is within the boundaries or property described herein and that there is no encroachment or trespass.

Dissemination of Material - Neither all or any part of the contents of this report shall be disseminated to the general public through advertising or sales media, public relations media, new media or other public means of communication without the prior written consent and approval of the consultant(s).

Use in Offering Materials - This report, including all cash flow forecasts, market surveys and related data, conclusions, exhibits and supporting documentation may not be reproduced or references made to the report or to PKF Consulting in any sale offering, prospectus, public or private placement memorandum, proxy statement or other document ("Offering Material") in connection with a merger, liquidation or other corporate transaction unless PKF Consulting has approved in writing the text of any such reference or reproduction prior to the distribution and filing thereof.

Limits to Liability - PKF Consulting cannot be held liable in any cause of action resulting in litigation for any dollar amount which exceeds the total fees collected from this individual engagement.

Legal Expenses - Any legal expenses incurred in defending or representing ourselves concerning this assignment will be the responsibility of the client.

Addendum B
Listing of Projects Performed by
PKF Consulting – San Francisco Office

**PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated**

Alexis Park Hotel, Las Vegas, NV	Clarion Hotel, Sacramento, CA
Aloft Hotel (Proposed), Burlingame, CA	Clarion Hotel, Portland, OR
Aloft Hotel (Proposed), Headlandsburg, CA	Clarion Hotel San Francisco Airport, Millbrae, CA
Aloft Hotel (Proposed), Reno, CA	Clarion Suites-Lake Merritt Hotel, Oakland, CA
AmeriHost Inn, Burlingame, CA	Clarion Hotel Bay View, San Diego, CA
AmeriSuites, Las Vegas, NV	Coast Hotel, Santa Cruz, CA
AmeriSuites, Bloomington, MN	Comfort Inn, Atlanta, GA
AmeriSuites (Proposed), Dublin, CA	Comfort Inn, Anaheim, CA
AmeriSuites (Proposed), Portland, OR	Comfort Inn, Millbrae, CA
AmeriSuites (Proposed), Pleasant Hill, CA	Comfort Inn, Hayward, CA
AmeriSuites (Proposed), Rancho Cordova, CA	Comfort Inn, Temecula, CA
Amfac Hotel, Burlingame, CA	Comfort Inn, Mountain View, CA
Angel's Inn, Garden Grove, CA	Comfort Inn-Vail, Beaver Creek, CO
Azusa Inn and Grinder Restaurant, Azusa, CA	Comfort Inn-Eagle Rock, Los Angeles, CA
Avalon Hotel and Spa, Portland, OR	Comfort Suites (Proposed), Turlock, CA
Argent Hotel, San Francisco, CA	Comfort Inn Airport, Salt Lake City, UT
Bernardus Lodge, Carmel Valley, CA	Comfort Inn, San Carlos, CA
Ben Franklin Hotel, San Mateo, CA	Comfort Inn, Santa Rosa, CA
Ben Lomond Hotel, Ogden, UT	Colony Inn, S. Lake Tahoe, CA
Best Western Airport Inn, El Paso, TX	Courtyard by Marriott, Pontiac, MI
Best Western Airport Inn, Albuquerque, NM	Courtyard by Marriott, Richmond, CA
Best Western Casa Grande, Pismo Beach, CA	Courtyard by Marriott, Oakland, CA
Best Western Airtel Plaza Hotel, Van Nuys, CA	Courtyard by Marriott, Sacramento, CA
Best Western Creekside Inn, Bishop, CA	Courtyard by Marriott, Hillsboro, OR
Best Western Golden Pheasant, Willows, CA	Courtyard by Marriott, Los Altos, CA
Best Western Downtown Spearfish, Spearfish, SD	Courtyard by Marriott, Vallejo, CA
Best Western Lighthouse Inn, Pacifica, CA	Courtyard Portland-Lloyd Center, Portland, OR
Best Western Harbor Inn & Suites, West Sacramento, CA	Courtyard Portland-City Center, Portland, OR
Best Western North, Columbus, OH	Courtyard by Marriott (Proposed), Kirkland, WA
Best Western Mesilla Valley Inn, Las Cruces, NM	Crowne Plaza Hotel, Seattle, WA
Best Western Redondo Beach Inn, Redondo Beach, CA	Crowne Plaza SFO, Burlingame, CA
Best Western Ontario Airport Motel, Ontario, CA	Crown Plaza/JW Marriott, San Francisco, CA
Best Western Stockton Inn, Stockton, CA	Cupertino Hotel (Proposed), Cupertino, CA
Best Western Seven Seas Lodge, San Diego, CA	Cypress Hotel, Cupertino, CA
Best Western Wellex Inn, Union City, CA	Days Inn, Emeryville, CA
Best Western Thunderbird Inn, Eureka, CA	Days Inn, Columbus, OH
Best Western Willow Tree Inn, Compton, CA	Days Inn, Los Angeles International Airport, CA
Best Western Olympic Inn, Klamath Falls, OR	Days Inn, Modesto, CA
Best Western Continental Inn, Benton, AR	Days Inn, San Francisco, CA
Best Western Prairie Inn, Independence, KS	Days Inn, Rancho Cordova, CA
Best Western Jicarilla Inn & Casino, Dulce, NM	Days Inn at Discovery Park, West Sacramento, CA
Best Western Lakeway Inn, Bellingham, WA	Days Inn Town Center, Seattle, WA
Best Western Bucks T4 Lodge, Big Sky, MT	Days Inn, Portland, OR
Best Western Central, Denver, CO	Days Inn, Visalia, CA
Best Western Angler's Lodge, Island Park, ID	Davenport Hotel, Spokane, WA
Best Western Inn (Proposed), Orland, CA	Desert Inn Motel, Los Angeles, CA
Best Western Golden Pheasant Inn, Willows, CA	Dolphin Inn, Carmel, CA
Best Western (Proposed), Pleasant Hill, CA	Donatello Hotel & Time-Share Facility, San Francisco, CA
Best Western Eden Prairie Inn, Eden Prairie, MN	Doubletree Club Hotel, Del Mar, CA
Best Western Pikes Peak Inn, Colorado Springs, CO	Doubletree Hotel, Berkeley, CA
Best Western Eureka, Eureka, CA	Doubletree Hotel, Spokane, WA
Best Western (Proposed), Galt, CA	Doubletree Hotel, San Pedro, CA
Best Western (Proposed), Fresno, CA	Doubletree Hotel, Santa Rosa, CA
Best Western (Proposed), Lathrop, CA	Doubletree Hotel SFO, Burlingame, CA
Benbow Inn, Garberville, CA	Doubletree Hotel, Bloomington, MN
Beverly Garland Hotel, Sacramento, CA	Doubletree Hotel, Omaha, NE
Beverly Rodeo Hotel, Beverly Hills, CA	Doubletree Hotel SeaTac Airport, Seattle, WA
Biltmore Hotel & Suites, Santa Clara, CA	Doubletree Suites at the Gateway, Phoenix, AZ
Boulders Resort & Golden Door Spa, Carefree, AZ	Doubletree Guest Suites, Orlando, FL
Bryant Street Pier Hotel, San Francisco, CA	Dream Inn (and associated properties), Santa Cruz, CA
The Bunkers Resort (Proposed) Tillamook Bay, OR	Economy Inn, Sacramento, CA
Campton Place Hotel, San Francisco, CA	El Dorado Hills Hotel (Proposed), El Dorado Hills, CA
Cambridge Beaches, Bermuda	El Dorado Hotel, Santa Fe, NM
Canterbury Inn, Sacramento, CA	El Encanto Hotel, Santa Barbara, CA
Candlewood Hotel, Santa Clara, CA	Embassy Suites, Lompoc, CA
Candlewood Hotel LAX, Los Angeles, CA	Embassy Suites, South Lake Tahoe, CA
Carefree Inn, Carefree, AZ	Embassy Suites, Sacramento, CA
Captain Cook Hotel, Anchorage, AK	Embassy Suites Camelhead, Phoenix, AZ
Carsberg Hotel, Seattle, WA	Embassy Suites DIA, Denver, CO
Carmel Mission Inn, Carmel, CA	Embassy Suites (Proposed), Roseville, CA
Carmel Valley Lodge, Carmel Valley, CA	Embassy Suites (Proposed), Fresno, CA
Carmel Sands Lodge, Carmel, CA	Embassy Suites (Proposed) Fremont, CA
Cartwright Hotel, San Francisco, CA	Excel Inn, Bloomington, MN
Cavalier Inn & Suites, Garden Grove, CA	Extended Stay Hotel (Proposed), Napa, CA
Casa Munras Garden Hotel, Monterey, CA	Eureka Inn, Eureka, CA
City Center Hotel, Hayward, CA	Fairmont Hotel, Chicago, IL
Chaminade Hotel & Conference Center, Santa Cruz, CA	Fairmont Hotel, San Jose, CA
Cheeca Lodge, Islamorada, FL	Fairmont, Bermuda
Cliff Hotel, San Francisco, CA	Fairmont Resort (Proposed), Seaside, CA
Claremont Hotel, Oakland, CA	Fairfield Inn, Natomas, CA
	Fairfield Inn, American Canyon, CA
	Fairfield Inn – Atlanta Airport, Atlanta, GA

**PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated (continued)**

Fairfield Inn – Dayton North, Dayton, OH	Hampton Inn, South San Francisco, CA
Fairfield Inn – Des Moines, Clive, IA	Hampton Inn & Suites, Vacaville, CA
Fairfield Inn – Detroit Metro Airport, Romulus, MI	Hampton Inn & Suites, Turlock, CA
Fairfield Inn – Detroit / Auburn Hills, MI	Hampton Inn & Suites, Boulder, CO
Fairfield Inn – Detroit / Troy / Madison Heights, MI	Hampton Inn & Suites Airport, Salt Lake City, UT
Fairfield Inn – Detroit / Warren, MI	Hampton Inn (Proposed), El Dorado Hills, CA
Fairfield Inn – Detroit / West Canton, Canton, MI	Hampton Inn (Proposed), Truckee, CA
Fairfield Inn – Atlanta / Gwinnett Mall, Atlanta, GA	Hampton Inn (Proposed), Nevada City, CA
Fairfield Inn – Atlanta / Northlake, Atlanta, GA	Hampton Inn (Proposed), Dixon, CA
Fairfield Inn – Atlanta / Northwest, Atlanta, GA	Hampton Inn (Proposed), Sacramento, CA
Fairfield Inn – Atlanta / Peachtree Corners, Atlanta, GA	Hampton Inn & Suites (Proposed), Lemoore, CA
Fairfield Inn – Birmingham, Homewood, AL	Hampton Inn & Suites (Proposed), Roseville, CA
Fairfield Inn – Bloomington / Normal, IL	Hampton Inn & Suites (Proposed), Natomas, CA
Fairfield Inn – Buena Park, CA	Hampton Inn & Suites (Proposed), Yuba City, CA
Fairfield Inn – Charlotte / Northeast, Charlotte, NC	Hampton Inn & Suites (Proposed), Lodi, CA
Fairfield Inn – Cleveland Airport, Brook Park, OH	Hampton Inn & Suites (Proposed), Visalia, CA
Fairfield Inn – Columbus North, Columbus, OH	Hampton Inn & Suites (Proposed), Redding, CA
Fairfield Inn – Durham, NC	Hampton Inn & Suites (Proposed), Selma, CA
Fairfield Inn – Fayetteville, NC	Hampton Inn & Suites (Proposed), Vallejo, CA
Fairfield Inn – Florence, SC	Hampton Inn & Suites (Proposed), Billings, MT
Fairfield Inn – Gainesville, FL	Hilton Garden Inn, Newark, CA
Fairfield Inn – Greensboro, NC	Hilton Garden Inn, Valencia, CA
Fairfield Inn – Greenville, SC	Hilton Garden Inn, San Mateo, CA
Fairfield Inn – Hampton, VA	Hilton Garden Inn, Elk Grove, CA
Fairfield Inn – Hilton Head, SC	Hilton Garden Inn, San Leandro, CA
Fairfield Inn – Indianapolis / Castleton, Indianapolis, IN	Hilton Garden Inn (Proposed), Fairfield, CA
Fairfield Inn – Indianapolis / College Park, IN	Hilton Garden Inn (Proposed), Half Moon Bay, CA
Fairfield Inn – Johnson City, TN	Hilton Garden Inn (Proposed), Turlock, CA
Fairfield Inn – Kalamazoo, MI	Hilton Garden Inn (Proposed), Santa Rosa, CA
Fairfield Inn – Kansas City / Merriam, KS	Hilton Garden Inn (Proposed), Bozeman, MT
Fairfield Inn – Kansas City / Overland Park, KS	Hilton Garden Inn (Proposed), Elk Grove, CA
Fairfield Inn – Madison, WI	Hilton Garden Inn (Proposed), Stockton, CA
Fairfield Inn – Miami West, Miami, FL	Hilton Garden Inn (Proposed), Laguna, CA
Fairfield Inn – Milwaukee / Brookfield, WI	Hilton Garden Inn (Proposed), Reno, CA
Fairfield Inn – Orlando / International Drive, Orlando, FL	Hilton Garden Inn (Proposed), Chico, CA
Fairfield Inn – Orlando South, Orlando, FL	Hampshire Hotel (Proposed), SFO, CA
Fairfield Inn – Peoria, IL	Handlery Hotel, San Francisco, CA
Fairfield Inn – Placentia / Anaheim, Placentia, CA	Harvest Inn, Napa, CA
Fairfield Inn – Raleigh / Northeast, Raleigh, NC	Hawthorn Suites, Newark, CA
Fairfield Inn – Rockford, IL	Hawthorn Suites, (Proposed), Pleasanton, CA
Fairfield Inn – Savannah, GA	Heathman Hotel, Portland, OR
Fairfield Inn – St. Louis / Hazelwood, MO	Heathman Lodge, Beaverton, OR
Fairfield Inn – Toledo / Holland Airport, Holland, OH	Heritage Marina Hotel, San Francisco, CA
Fairfield Inn – Virginia Beach, VA	Hilton Garden Inn, Elko, NV
Fairfield Inn – Wilmington East, Wilmington, NC	Hilton Garden Inn, Morgan Hill, CA
Fidalgo Country Inn, Anacortes, WA	Hilton Garden Inn, San Leandro, CA
Five Inns, Monterey, CA	Hilton Hotel (Proposed), Campbell, CA
Fort Ord Hotel (Proposed), Seaside, CA	Hilton Hawaiian Village, Honolulu, HI
Ford Field Hotel (Proposed), Detroit, MI	Hilton Hotel, Concord, CA
Forest Inn & Suites, S. Lake Tahoe, CA	Hilton Hotel, Eugene, OR
Fountaingrove Inn, Santa Rosa, CA	Hilton Hotel, Long Beach, CA
Fountain Suites Hotel, Sacramento, CA	Hilton Hotel, Pleasanton, CA
Four Seasons Olympic, Seattle, WA	Hilton Hotel, Newark, CA
Four Seasons Troon North, Scottsdale, AZ	Hilton Hotel, Santa Clara, CA
Four Seasons Hotel, Beverly Hills, CA	Hilton Hotel, Monterey, CA
Four Seasons Clift Hotel, San Francisco, CA	Hilton Hotel (Proposed), South San Francisco, CA
Four Seasons, Maui, HI	Hilton Hotel (Proposed), Campbell, CA
Four Seasons, East Palo Alto, CA	Hilton Newark/Fremont Hotel, Newark, CA
Four Seasons Biltmore, Santa Barbara, CA	Hilton Hotel and Towers, Anaheim, CA
Four Points by Sheraton, Sunnyvale, CA	Hilton Hotel and Towers, San Jose, CA
Four Points by Sheraton, South San Francisco, CA	Hilton Hotel and Towers, San Francisco, CA
Four Points by Sheraton, San Rafael, CA	Hilton Inn, Cypress, CA
Four Points by Sheraton, Portland, OR	Hilton Inn, Sunnyvale, CA
Four Points by Sheraton (Proposed), Sacramento, CA	Hilton Inn, Sacramento, CA
Garden Court Hotel, Palo Alto, CA	Hilton Riverside, New Orleans, LA
Galleria Park Hotel, San Francisco, CA	Holiday Inn Express, Elk Grove, CA
Golden Gate Hotel, South San Francisco, CA	Holiday Inn Express (Proposed), Rocklin, CA
Good Nite Inn, Rocklin, CA	Holiday Inn Express (Proposed), Sebastopol, CA
Grand Hyatt, San Francisco, CA	Holiday Inn Express (Proposed), Fresno, CA
Graves 601 Luxury Hotel, Minneapolis, MN	Holiday Inn Express & Suites (Proposed), Delano, CA
Greenwood Inn, Beaverton, OR	Holiday Inn Express (Proposed), Turlock, CA
Governor & Avalon Hotel, Portland, OR	Holiday Inn Express (Proposed), Natomas, CA
Golden Gate Fields, Albany, CA	Holiday Inn Express Hotel & Suites, Vacaville, CA
Hampton Inn, South San Francisco, CA	Holiday Inn & Suites, Santa Maria, CA
Hampton Inn, Lathrop, CA	Holiday Inn North Central, Phoenix, AZ
Hampton Inn, Bakersfield, CA	Holiday Inn Downtown, Reno, NV
Hampton Inn Oakland Airport, Oakland, CA	Holiday Inn Golden Gateway, San Francisco, CA
Hampton Inn, Scottsdale, AZ	Holiday Inn West, Lansing, MI
Hampton Inn, Colorado Springs, CO	Holiday Inn Northeast, Sacramento, CA
	Holiday Inn Select, Fairfield, CA
	Holiday Inn, Barstow, CA
	Holiday Inn, Burbank, CA

**PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated (continued)**

Holiday Inn, Chico, CA	Hyatt Regency, Oakland, CA
Holiday Inn, Davis, CA	Hyatt Regency, Sacramento, CA
Holiday Inn, Fairfield, CA	Hyatt Regency, San Francisco, CA
Holiday Inn, Cathedral City, CA	Hyatt Regency, Bethesda, MD
Holiday Inn, Galveston, TX	Hyatt Regency, Honolulu, HI
Holiday Inn, Livermore, CA	Hyatt Hotel, San Jose, CA
Holiday Inn, Las Vegas, NV	Hyde Park Suites, San Francisco, CA
Holiday Inn, Monrovia, CA	Ibis Hotel (now Doubletree), Burlingame, CA
Holiday Inn, Pasadena, CA	Inn at Morgan Hill, Morgan Hill, CA
Holiday Inn, Pontiac, MI	InnCal, Santa Cruz, CA
Holiday Inn, Rancho Cordova, CA	InnCal, Marina, CA
Holiday Inn, Redding, CA	Ihilani Hotel, KoOlina, HI
Holiday Inn, San Clemente, CA	Inter-Continental at California Plaza, Los Angeles, CA
Holiday Inn, Vallejo, CA	Inter-Continental Hotel (Proposed), San Francisco, CA
Holiday Inn, Walnut Creek, CA	Jackson Hole Lodge, Jackson, WY
Holiday Inn, Barstow Station	King George Hotel, San Francisco, CA
Holiday Inn, Santa Clara, CA	Kimpton Hotel, Milwaukee, WI
Holiday Inn, South San Francisco, CA	Kootenai Lodge, Big Fork, MT
Holiday Inn, Rancho Cordova, CA	La Quinta Inn, Oakland, CA
Holiday Inn, Vallejo, CA	La Valencia Hotel, La Jolla, CA
Holiday Inn, Mt. Shasta, CA	Lafayette Park Hotel, Lafayette Park, CA
Holiday Inn Centre Point, Jamesburg, NJ	Lake Creek Lodge, Sister, OR
Holiday Inn Center Plaza, Fresno, CA	Lake Merritt Hotel, Oakland, CA
Holiday Inn Express, Dublin, CA	Laurel Motor Inn, San Francisco, CA
Holiday Inn Express, San Diego, CA	Lighthouse Inn, Pacific Grove, CA
Holiday Inn Express, Tucson, AZ	Legends Hotel, Angel Fire, NM
Holiday Inn Express, Santa Rosa, CA	Le Parc Hotel, West Hollywood, CA
Holiday Inn Express, El Dorado Hills, CA	Loews Beach Hotel, Santa Monica, CA
Holiday Inn Express, South San Francisco, CA	Lodge & Spa at Cordillera, Edwards, CO
Holiday Inn Express, Fisherman's Wharf, San Francisco, CA	Marriott at California State University, Fullerton, CA
Holiday Inn Express, Elk Grove, CA	Marriott Hotel and Marina, San Diego, CA
Holiday Inn Express, Cottonwood, CA	Marriott Castle Harbour, Tuckers Town, Bermuda
Holiday Inn Express, Lodi, CA	Marriott at Research Triangle Park, Durham, NC
Holiday Inn Express, Yuba City, CA	Marriott Hotel Ontario Airport, Ontario, CA
Holiday Inn Express (Proposed), Sacramento, CA	Marriott Courtyard, Portland, OR
Holiday Inn Express & Suites (Proposed), Orick, CA	Marriott Courtyard, Emeryville, CA
Homewood Suites, Oakland, CA	Marriott Hotel, Irvine, CA
Homewood Suites, Seattle, WA	Marriott Hotel, San Jose, CA
Homewood Suites, Brisbane, CA	Marriott Hotel, Livonia, MI
Homewood Suites, Tukwila, WA	Marriott Hotel, Southfield, MI
Homewood Suites, San Jose, CA	Marriott Hotel, Phoenix, AZ
Homewood Suites, Boulder, CO	Marriott Hotel City Center, Oakland, CA
Homewood Suites (Proposed), Kallispell, MT	Marriott Residence Inn, Los Altos, CA
Homewood Suites (Proposed), Missoula, MT	Marriott Resort (Proposed), Seaside, CA
Homewood Suites, Billings, MT	Marriott North-Indianapolis, Indianapolis, IN
Homewood Suites (Proposed), Natomas, CA	Marriott, Rancho Cordova, CA
Horton Park Plaza Hotel, San Diego, CA	Marriott DIA, Aurora, CO
Hotel 140 New Montgomery Street (Proposed) San Francisco, CA	Marriott, Fremont, CA
Hotel Dha, San Francisco, CA	Marriott Moscone San Francisco, San Francisco, CA
Hotel Bellevue, San Francisco, CA	Marriott SFO, Burlingame, CA
Hotel Pacific, Monterey, CA	Marriott Seattle Waterfront, Seattle, WA
Hotel Metropolis, San Francisco, CA	Mayflower Park Hotel, Seattle, WA
Hotel Union Square, San Francisco, CA	Meritage Hotel (Proposed), Napa, CA
Hotel Sainte Claire, San Jose, CA	Mesa Pavilion Hilton, Mesa, AZ
Hotel Richelieu, San Francisco, CA	Meany Tower Hotel, Seattle, WA
Hotel Triton, San Francisco, CA	Microtel, Rocklin, CA
Hotel Monaco, Seattle, WA	Microtel, Bishop, CA
Hotel Vintage Court, Seattle, WA	Microtel Inn, Morgan Hill, CA
Hotel Vitale, San Francisco, CA	Mainstay Suites Hotel (Proposed), Hayward, CA
Hotel Avante, Mountain View, CA	Ma Maison Sofitel, Los Angeles, CA
Hotel Wild Palms, Sunnyvale, CA	Malibu Beach Inn, Malibu, CA
Hotel Savoy, San Francisco, CA	Mandarin Oriental Hotel, San Francisco, CA
Hotel Serrento, Seattle, WA	Microtel Inn, Colorado Springs, CO
Hotel 1000, Seattle, WA	Mill Valley Bay Hotel (Proposed), Mill Valley, CA
Hotel Milano, San Francisco, CA	Milwaukee Marriott Hotel, Brookfield, WI
Hotel Mark Twain, San Francisco, CA	Monticello Hotel, San Francisco, CA
Hotel Teatro, Denver, CO	Montgomery Hotel, San Jose, CA
Howard Johnson Lodge, Redwood City, CA	Monterey Bay Inn, Monterey, CA
Howard Johnson Lodge, Monrovia, CA	Monterey Peninsula Hotel, Redwood City, CA
Howard Johnson Lodge, San Diego, CA	Monterey Peninsula Hotel, Monterey, CA
Howard Johnson Lodge, Riverside, CA	Monterey Beach Hotel, Monterey, CA
Howard Johnson Lodge, Santa Clara, CA	Monterey Hotel, Monterey, CA
Howard Johnson Lodge, San Luis Obispo, CA	Monterey Plaza Hotel, Monterey, CA
Howard Johnson Plaza Hotel, Culver City, CA	Motel 6, South San Francisco, CA
Howard Johnson Plaza, Everett, WA	Napa River Inn at the Haft Market, Napa, CA
Hyatt Fisherman's Wharf, San Francisco, CA	Napa Valley Lodge, Yountville, CA
Hyatt Islandia Hotel, San Diego, CA	New Seoul Hotel, Los Angeles, CA
Hyatt Place Hotel (Proposed) Healdsburg, CA	Nikko Hotel, Beverly Hills, CA
Hyatt Regency, Incline Village, NV	Nick's Cover & Cottages, Marshall, CA
Hyatt Regency, Phoenix, AZ	
Hyatt Regency, San Diego, CA	
Hyatt Regency, Guam	

**PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated (continued)**

North Cliff Hotel, Ft. Bragg, CA
 North Coast Inn, Arcata, CA
 Nob Hill Lamborne, San Francisco, CA
 O'Hara Plaza Hotel, Chicago, IL
 Oakland Marriott City Center, Oakland, CA
 Oceana Suites Hotel, Santa Monica, CA
 Omni Chicago Hotel (and Office Tower), Chicago, IL
 Omni Parkwest, Dallas, TX
 Omni Berkshire Place, New York, NY
 Omni Mandalay Hotel at Los Colinas, Dallas, TX
 Omni Houston Hotel, Houston, TX
 Omni Hotel, San Francisco, CA
 Ontario Motor Inn, Ontario, CA
 Orchard Hotel, San Francisco, CA
 Oyster Point Inn, South San Francisco, CA
 Outrigger Canoe Club, Honolulu, HI
 Papoose Creek Lodge, Cameron, MT
 Pacific Renaissance Plaza, Oakland, CA
 Palace Hotel, San Francisco, CA
 Pan Pacific Hotel, San Francisco, CA
 Parc Fifty Five Hotel, San Francisco, CA
 Park Inn, Tucson, AZ
 Park Inn, Bradenton, FL
 Park Plaza Hotel, Burlingame, CA
 Park Hyatt, San Francisco, CA
 Phoenix Inn, Woodland, CA
 Phoenix Airport Hilton, Phoenix, AZ
 Phoenix Lodge, Hayward, CA
 Pickwick Hotel, San Francisco, CA
 Piccadilly Inn Airport, Fresno, CA
 Petite Auberge, San Francisco, CA
 Playa Hotel and Conference Center, Tucson, AZ
 Plaza Hotel, Thermopolis, WY
 Palms Hotel, Las Vegas, NV
 Portland Inn, Portland, OR
 Proposed 40-Room Hotel, Calistoga, CA
 Proposed Luxury Hotel/Mixed Use, Seattle, WA
 Proposed Airport Hotel, Sacramento, CA
 Proposed Aman Hotel, San Francisco, CA
 Proposed Railey's Landing Hotel, West Sacramento, CA
 Proposed Luxury Hotel @ the Presidio, San Francisco, CA
 Proposed Hotels Gem County & Idaho City, ID
 Proposed Hotel at San Rafael Corporate Center, San Rafael, CA
 Proposed Google Hotel, Mountain View, CA
 Proposed Conference Center, Roseville, CA
 Proposed Conference Center, Folsom, CA
 Proposed Convention Center Hotel, Fresno, CA
 Proposed Vacaville Exhibition Center, Vacaville, CA
 Proposed Hotel @ Jack London Square, Oakland, CA
 Proposed Hotel @ CSUS, Sacramento, CA
 Proposed Santa Cruz Hotel, Santa Cruz, CA
 Proposed Boutique Hotel, Truckee, CA
 Proposed Boutique Hotel, Snake River Wine Valley, ID
 Proposed Hotel, Truckee, CA
 Proposed Hotel, Billings, MT
 Proposed Hotel, Bozeman, M
 Proposed Hotel, Lodi, CA
 Proposed Cal West Hotel, Sacramento, CA
 Proposed Hotel @ the Presidio, San Francisco, CA
 Proposed Hotel, Natomas, Sacramento, CA
 Proposed Hotel, Lincoln, CA
 Proposed Monterey Peninsula Hotel, Monterey, CA
 Proposed Hotel, Auburn, CA
 Proposed Hotel, Vallejo, CA
 Proposed Hotel, Campbell, CA
 Proposed Hotel, Marysville, CA
 Proposed Hotel, Novato, CA
 Proposed Hotel, Palo Alto, CA
 Proposed Hotel, Walnut Creek, CA
 Proposed Hotel, Turlock, CA
 Proposed Hotel, Tacoma, WA
 Proposed Hotel, Lacey, WA
 Proposed Hotel, Livermore, CA
 Proposed Hotel, Oroville, CA
 Proposed Hotel, Liberty Lake, WA
 Proposed Hotel, Riverbank, CA
 Proposed Hotel, Bend, OR
 Proposed Hotel, Salinas, CA
 Proposed Hotel, San Bruno, C
 Proposed Hotel San Jose, CA

Proposed Ketchum Hotel, Ketchum, ID
 Proposed Sand City Resort, Sand City, CA
 Proposed Condominium Hotel, Napa, CA
 Proposed Condominium Hotel, Pacifica, CA
 Proposed Condominium Hotel, Sand Point, ID
 Prescott Hotel, San Francisco, CA
 Post Ranch Inn, Big Sur, CA
 Provence Ranch (Proposed), Paso Robles, CA
 Quality Inn, Las Vegas, NV
 Quality Inn, Colorado Springs, CO
 Quality Inn, Lompoc, CA
 Quality Inn, Petaluma, CA
 Quality Inn, Monterey, CA
 Quality Inn, Omaha, NE
 Quality Inn, Vallejo, CA
 Quality Inn City Center, Salt Lake City, UT
 Quality Inn South Mountain, Phoenix, AZ
 Quality Inn & Executive Suites, Lompoc, CA
 Quality Inn Garden of the Gods, Colorado Springs, CO
 Red Lion Hotel – Bellevue, WA
 Red Lion Inn – Bend, OR
 Red Lion Inn – Eureka, CA
 Red Lion Hotel – Houston, TX
 Red Lion Inn – Kalispell, MT
 Red Lion – Klamath Falls, OR
 Red Lion Hotel – Modesto, CA
 Red Lion Inn – Pasco, WA
 Red Lion Bayshore Inn – Port Angeles, WA
 Red Lion Hotel-Columbia River – Portland, OR
 Red Lion Hotel-Jantzen Beach – Portland, OR
 Red Lion Hotel – Redding, CA
 Red Lion Hanford House – Richland, WA
 Red Lion Hotel – San Antonio, TX
 Red Lion Hotel – San Jose, CA
 Red Lion Inn – Yakima, WA
 Red Lion Sonoma County, Rohnert Park, CA
 Red Lion Hotel, Costa Mesa, CA
 Red Lion Hotel, Salt Lake City, UT
 Red Lion Hotel, San Diego, CA
 Red Lion Hotel, Aberdeen, WA
 Red Lion Hotel, Boise, ID
 Renaissance Hotel, Sonoma, CA
 Renaissance Hotel, Vancouver, BC
 Renaissance Hotel (Proposed), Milpitas, CA
 Renaissance Parc Fifty Five Hotel, San Francisco, CA
 Renaissance Hotel, Edmonton, Alberta
 Renaissance Club Sports, Menlo Park, CA
 Renaissance Hotel (Proposed), Jack London Square, Oakland
 Raffles Hotel (Proposed), San Francisco, CA
 Radisson Hotel, Seattle, WA
 Radisson Hotel, Sunnyvale, CA
 Radisson Hotel, Sacramento, CA
 Radisson Hotel, South San Francisco, CA
 Radisson Hotel, Union City, CA
 Radisson Hollywood Roosevelt Hotel, Los Angeles, CA
 Radisson Hotel St. Louis Airport, Bridgeton, MD
 Radisson Plaza Hotel, Carson, CA
 Radisson Suites Hotel at River Ridge, Oxnard, CA
 Radisson & Conference Center, Fresno, CA
 Radisson Hotel, Bismark, ND
 Radisson Prince Kuhio, Honolulu, HI
 Ritz-Carlton Hotel (Proposed), Seattle, WA
 Richelleu Hotel, San Francisco, CA
 Riverside Inn, Portland, OR
 River Place Hotel, Portland, OR
 Roseburg Windmill Inn, Roseburg, OR
 Aurora Inn - CO
 Clarion Fourwinds Resort
 Clarion Sacramento
 Comfort Inn – Avon, CO
 Comfort Inn – Salt Lake City, UT
 El Dorado Hotel
 Four Points Hotel – Buffalo
 Four Points Hotel – Lakeside
 Hilton – Sunnyvale, CA
 Park Inn Bradenton
 Pine Lake Trout Club
 Travelodge – Atlanta, GA
 Wynfield Inn – Westwood

PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated (continued)

<p>Wynfield Inn – Maitage Quality Inn – Colorado Springs, CO Quality Inn – South Mountain Regal Alaskan Hotel – Anchorage, AK Regal Biltmore Hotel, Tower, Office Building – Los Angeles, CA Regal Bostonian – Boston, MA Regal Cincinnati Hotel – Cincinnati, OH Regal Harvest House – Boulder, CO Regal Knickerbocker Hotel – Chicago, IL Regal Maxwell House – Nashville, TN Regal McCormick Ranch Regal Minneapolis Hotel – Minneapolis, MN Regal Riverfront Hotel – St. Louis, MO Regal UN Plaza – New York, NY Regal University Hotel – Durham, NC Radisson Berkeley Marina, Berkeley, CA Radisson, Stockton, CA Ramada Inn, Anchorage, AK Ramada Grand Avenue, Santa Ana, CA Ramada Hotel, Agoura Hills, CA Ramada SFO, Burlingame, CA Ramada Suites, Santa Maria, CA Ramada Inn Old Town, San Diego, CA Ramada Inn, Indian Wells, CA Ramada Inn, Santa Maria, CA Ramada Inn, Sunnyvale, CA Ramada Inn, Commerce, CA Ramada Inn, Anaheim, CA Ramada Inn, Fresno, CA Ramada Inn, Pleasanton, CA Residence Inn, Detroit, MI Residence Inn, Pontiac, MI Residence Inn (Proposed), Larkspur, CA Residence Inn, Colorado Springs, CO Residence Inn, Tucson, AZ Residence Inn, Pleasanton, CA Residence Inn, Torrance, CA Residence Inn, Sacramento, CA Radisson Miyako Hotel, San Francisco, CA Residence Inn by Marriott, Milpitas, CA Residence Inn by Marriott, Rancho Cordova, CA Residence Inn (Proposed), Truckee, CA Shilo Inn Suites – The Dalles, OR Shilo Inn Suites – Warrenton, OR Shilo Inn Suites – Coeur d'Alene, ID Shilo Inn Suites – Elko, NV Shilo Inn Suites – Nampa, ID Shilo Inn Suites – Tillamook, OR Shilo Inn Suites – Salem, OR Shilo Inn, Helena, MT Shilo Inn, Palm Springs, CA Shilo Inn – Boise Riverside, Boise, ID Shilo Inn – Casper-Evansville, WY Shilo Inn – Delano, CA Shilo Inn – Grants Pass, OR Shilo Inn – Nampa Blvd., Nampa, ID Shilo Inn – Washington Square, OR Shilo Inn – Tacoma, WA Shilo Inn Suites Hotel – Idaho Falls, ID Shilo Inn Suites Hotel – Lincoln City, OR Shilla Hotel, Seoul, Korea San Benito Inn, Hollister, CA Santa Monica Beach Hotel, Santa Monica, CA San Francisco Conference Center (Proposed), San Leandro, CA Sand Dollar Inn, Monterey, CA Savory Hotel, San Francisco, CA Shattuck Hotel, Berkeley, CA Serrano Hotel, San Francisco, CA Sea Ranch Lodge, Sea Ranch, CA Sheehan Hotel, San Francisco, CA Sir Francis Drake Hotel, San Francisco, CA Sixth Avenue Inn, Seattle, WA Sheraton Four Points-SFO, San Francisco, CA Sheraton Gateway Hotel, Burlingame, CA Sheraton Grand Hotel, Sacramento, CA Sheraton Inn-Buffalo Airport, Cheektowaga, NY Shilo Inn Suites Hotel – Portland 205 Suites, Portland, OR Shilo Inn Suites Hotel – Seaside Oceanfront, Seaside, OR</p>	<p>Shilo Inn Hotel – Newport, OR Shilo Inn Hotel – Pomona / Diamond Bar, CA Shilo Inn Hotel – Portland / Beaverton, Portland, OR Shilo Inn Hotel – Richland, WA Shilo Inn Hotel – Spokane, WA Shilo Inn Hotel – Yuma, AZ Shilo Inn Hotel – Salt Lake City, UT Shilo Inn Suites – Oakhurst, CA Sheraton Inn Lakeside, Kissimmee, FL Sheraton Old Town, Albuquerque, NM Sheraton Uptown Hotel, Albuquerque, NM Sheraton Hotel at Shoreline Square, Long Beach, CA Sheraton Spokane Hotel, Spokane, WA Sheraton Hotel, Racine, WI Sheraton Hotel, Rosemead, CA Sheraton Hotel, Bloomington, MN Sheraton Hotel, Rancho Cordova, CA Sheraton Hotel, Palo Alto, CA Sheraton St. Louis City Center, St. Louis, MO Sheraton Hotel (Proposed), Stockton, CA Sheraton Hotel (Proposed), Petaluma, CA South Pointe Inn, Sacramento, CA Sorrento Hotel, Seattle, CA Sofitel Hotel, Miami, FL Sofitel Hotel, Washington, DC Sofitel Hotel, Los Angeles, CA Sofitel Hotel, Redwood City, CA Sofitel Hotel, Minneapolis, MN Sofitel Hotel, Chicago, IL Spindrift Inn, Monterey, CA Staybridge Suites, Newark, CA St. Mary's Lodge, St. Mary, MT Super 8 Motel, Bakersfield, CA Super 8 Motel, San Bernardino, CA Super 8 Motel, Pleasanton, CA Super 8 Motel, South San Francisco, CA Super 8 Motel, Sacramento, CA Super 8 Motel, Hesperia, CA Super 8 Motel, Santa Rosa, CA Super 8 Motel, Modesto, CA Super 8 Motel (Proposed), Cloverdale, CA Sunnyvale Hilton, Sunnyvale, CA Sweetbriar Inn & Suites, Tualatin, OR The Peninsula, Beverly Hills, CA Ten West Hotel, Chicago, IL Teton Springs Lodge, Victor, ID Tickle Pink Inn, Carmel, CA Torrance Plaza Hotel, Torrance, CA Town & Country Hotel, San Diego, CA Towne Place Suite, Redwood City, CA Town Place Suites, Elk Grove, CA Tuscan Inn, San Francisco, CA Transbay Terminal Hotel (Proposed) San Francisco, CA Travelodge Clairemont Mesa, San Diego, CA Travelodge Space Needle, Seattle, WA Travel Inn, Vallejo, CA U.S. Grant Hotel, San Diego, CA Universal City Hilton (expansion), Los Angeles, CA Vagabond Inn, Rosemead, CA Vagabond Inn, Modesto, CA Vagabond Inn, Woodland Hills, CA Vagabond Inn, Stockton, CA Valley Lodge, Carmel Valley, CA Villa Florence Hotel, San Francisco, CA Villa Hotel, San Mateo, CA Victorian Inn, Monterey, CA Vineyard Creek Hotel & Conference Center (Proposed), Santa Rosa, CA Vintners Inn, Santa Rosa, CA Vagabond Inn, Santa Rosa, CA Vagabond Inn, Sacramento, CA Vagabond Inn and Denny's Restaurant, Sacramento, CA Warner Center Hilton and Towers, Woodland Hills, CA W Suites, Newark, CA Warwick Hotel, Denver, CO Warwick Hotel, Seattle, WA Warwick Regis Hotel, San Francisco, CA Warm Springs Ranch, Ketchum, ID Westin Hotel, Palo Alto, CA Westin Hotel (Proposed), Denver International Airport, CO</p>
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PKF Consulting – San Francisco
Partial Listing of Hotels Appraised or Evaluated (continued)

Westin Hotel @ Jack London Square (Proposed), Oakland, CA
 Westin Hotel (Proposed), Cupertino, CA
 Westland Inn, Commerce, CA
 Westminster Hotel, Berkeley, CA
 Windmill Inn, Vallejo, CA
 Windmill Inn, Roseburg, OR
 Wingate Inn, South San Francisco, CA
 White Swan, San Francisco, CA
 Woodfin Suites, Newark, CA

Woodfin Suites, San Diego, CA
 Woodfin Suites, Cypress, CA
 Woodfin Suites, Rockville, MD
 Woodfin Suites, Sunnyvale, CA
 Wyndham Hotel, Palm Springs, CA
 Wyndham Hotel, Pleasanton, CA
 Wyndham Hotel (Proposed), Fresno, CA
 Wynfield Inn Westwood, Orlando, FL
 Wynfield Inn Maingate, Kissimmee,
 Yountville Inn, Yountville, CA

PKF Consulting – San Francisco
Partial Listing of Casino Hotels Appraised or Evaluated

Aladdin Casino Hotel, Las Vegas, NV
 Alexis Park Hotel, Las Vegas, NV
 Bally's Park Place Casino Hotel, Atlantic City, NJ
 Bourbon Street Hotel & Casino, Las Vegas, NV
 Cactus Pete's Casino Hotel, Jackpot, NV
 Caesar's Boardwalk Regency, Atlantic City, NJ
 Caesar's Palace, Las Vegas, NV
 CalNeva Hotel & Casino, Crystal Bay
 Circus Circus, Las Vegas, NV
 Clarion Hotel & Casino, Reno, NV
 Del Webb Sahara, Atlantic City, NJ
 Fitzgerald's Hotel & Casino, Reno, NV
 Flamingo Hotel & Casino, Reno, NV
 Flamingo Hilton Hotel, Las Vegas, NV
 Fullhouse Resort, Deadwood, SD
 Hacienda Casino Hotel, Las Vegas, NV

Gold Dust Hotel & Casino, Reno, NV
 King 8 Hotel & Gambling Hall, Las Vegas, NV
 Lady Luck Casino Hotel, NV
 Las Vegas Hilton Hotel, Las Vegas, NV
 Proposed Resort Hotel, Deadwood, SD
 Quality Inn Hotel & Casino (and excess land), Las Vegas, NV
 Rail City Casino, Sparks, NV
 Red Lion Hotel & Casino, NV
 Regent Hotel, Las Vegas, NV
 Sands Regency Hotel & Casino, Reno, NV
 Sahara Hotel & Casino, Las Vegas, NV
 Station Hotel/Casino, Kansas City, MO
 Sands Regency Hotel Casino, Reno, NV
 Tropicana, Las Vegas, NV
 Trump's Castle, Atlantic City, NJ

PKF Consulting – San Francisco
Partial Listing of Resorts, Country Clubs, Golf Courses and Ski Areas Appraised or Evaluated

Ahwahnee Golf Course, Yosemite, CA
 Angel Fire Resort and Ski Area, Angel Fire, NM
 Aspen Skiing Company, Aspen, CO
 Auberge du Soleil, Rutherford, CA
 Blackhawk Country Club, Danville, CA
 Bayonet & Black Horse Golf Courses, Seaside, CA
 Carmel Valley Golf & Country Club, Carmel, CA
 Carneros Inn, Napa, CA
 Castle Harbor & Tuckers Point, Hamilton
 Chardonnay Golf Club, Napa, CA
 Chico Hotel Springs Resort, Chico, MT
 Claremont Resort & Spa, Oakland, CA
 Clarion Fourwinds Resort & Marina, Bloomington, IN
 Coco Palms Resort, Waialua, HI
 Colinas del Sol, La Paz, Mexico
 Copia Hotel & Spa (Proposed), Napa, CA
 Costanoa Resort, Pescadero, CA
 Del Monte Golf Course, Monterey, CA
 Desert Princess Country Club, Cathedral City, CA
 Diablo Grande Resort (Proposed), Patterson, CA
 Deer Ridge Country Club, Brentwood, CA
 Fairmont Heritage Private Residence Club, San Francisco, CA
 Fountaingrove Resort & Country Club, Santa Rosa, CA
 Four Seasons Aviara Golf Course, Carlsbad, CA
 Four Seasons Biltmore and Coral Casino, Santa Barbara, CA
 Four Seasons Resort (Proposed), Vail, CO
 Grand Summit Resort/Lake Tahoe Inn, South Lake Tahoe, CA
 Hilton Hawaiian Village, Honolulu, HI
 Hana Maui Hotel, Maui, HI
 Hotel @ Olympic Athletic Club, Seattle, WA
 Inn in Sonoma, Sonoma, CA
 Jackson Hole Ski Corp., Teton Village, WY
 Konocti Harbor Resort, Clear Lake, CA
 La Costa Resort & Spa, Carlsbad, CA
 Lighthouse Marina and Country Club, Sacramento, CA
 Lodge & Spa at Cordillera, Edwards, CO
 Marina Dunes Resort (Proposed), Marina, CA
 Marriott Resort (Proposed), Sand City, CA
 Marriott Tenaya Lodge, Yosemite, CA
 Marriott Vacation Club (Proposed), South Lake Tahoe, CA
 Meritage Resort, Napa, CA
 Montalcino Resort (Proposed), Napa, CA
 Namale Resort, Fiji
 Pacific Beach Resort, Pacifica, CA
 Palm Villas at Whitney Ranch, Henderson, NV
 Pebble Beach Golf Links, Pebble Beach, CA
 Peter Hay Golf Course, Pebble Beach, CA

Pine Lake Trout Club, Chagrin Falls, OH
 Port Ludlow Resort, Port Ludlow, WA
 Post Ranch Inn, Big Sur, CA
 Private Residence Club, Lake Placid, NY
 Quail Lodge Resort, Carmel, CA
 Rancho Mirage Country Club, Rancho Mirage, CA
 Red Lion La Posada Resort, Scottsdale, AZ
 Regal McCormick Ranch, Scottsdale, AZ
 Ridgemark Golf & Country Club, Hollister, CA
 Rio La Paz Golf Club (Proposed), Nicolaus, CA
 Ritz-Carlton Resort, Half Moon Bay, CA
 Ritz-Carlton Resort, Las Vegas, NV
 Rosewood Resort (Proposed), Telluride, CO
 Salishan Lodge, Gleneden Beach, OR
 San Juan Oaks Golf Club, Hollister, CA
 Santa Monica Beach Hotel, Santa Monica, CA
 Sand City Resort (Proposed), Sand City, CA
 Seascape Resort, Santa Cruz, CA
 Shadow Creek Golf Course, Las Vegas, NV
 Silverado Resort, Napa, CA
 Sheraton Grande Torrey Pines, La Jolla, CA
 Skamania Lodge, Stevenson, WA
 Sky Meadow Country Club, Nashua, NH
 Snowmass Lodge and Club, Snowmass, CO
 Spa Hotel and Mineral Springs, Palm Springs, CA
 Spyglass Hill Golf Course, Pebble Beach, CA
 St. James's Village Conference Resort, Reno, NV
 St. Regis Monarch Resort & Spa, Dana Point, CA
 Teton Mountain Lodge, Teton Village, WY
 The Inn at Spanish Bay, Pebble Beach, CA
 The Links at Spanish Bay, Pebble Beach, CA
 The Little Nell, Aspen, CO
 The Lodge at Pebble Beach, Pebble Beach, CA
 The Pointe Hilton at South Mountain, Phoenix, AZ
 The Pointe Hilton at Tapatio Cliffs, Phoenix, AZ
 The Snowmass Lodge and Club, Snowmass Village, CO
 Trendwest Resort, Seaside, OR
 Tom Fazio Golf Course (Proposed), Pebble Beach, CA
 Ventana Inn, Big Sur, CA
 Ventura Canyon Golf & Racquet Club, Tucson, AZ
 Waterfront Hilton Beach Resort, Huntington, CA
 Willow Valley Resort & Conference Center, Lancaster, PA
 Wolf Creek Resort, Eden, UT
 World Trade Center Club, San Francisco, CA

Addendum C

Qualifications of Thomas E. Callahan, CPA, CRE, MAI, FRICS

**QUALIFICATIONS OF
THOMAS E. CALLAHAN, CPA, CRE, FRICS, MAI
CO-PRESIDENT AND CHIEF EXECUTIVE OFFICER**

PROFESSIONAL HISTORY

Present	Co-President and Chief Executive Officer PKF Consulting San Francisco, California
Prior	Pannell Kerr Forster, Boston and Los Angeles Managing Partner Pannell Kerr Forster, Dallas and Houston Partner

AREAS OF EXPERTISE Economic, financial, operational, management and valuation consulting for the real estate, hospitality and related service industries.

REPRESENTATIVE PROJECTS

Numerous market and economic feasibility studies for hotels, motor hotels, and resorts in the United States, Europe, the Pacific, and Southeast Asia.

Acquisition studies and development planning for numerous hotels and motor hotels.

Appraisal of the market value of all types of income producing properties including: hotels, restaurants, ski resorts, office buildings, golf courses, mixed-use and retail developments.

Market and economic feasibility studies for retirement and long-term health care facilities located in Texas and California.

Preparation of master plan studies for the development of multi-use real estate projects in the Republic of China, Singapore, and the United States. These studies include highest and best use analyses for the proposed site, market and financial feasibility analyses, economic valuations and development of the management structure for project implementation.

Development of reorganization plans and expert testimony in court for bankruptcy proceedings associated with all types of hotels and resorts.

**QUALIFICATIONS OF
THOMAS E. CALLAHAN, CPA, CRE, FRICS, MAI**

**REPRESENTATIVE
PROJECTS
(Continued)**

Evaluation of the organization structure, financial controls and management information systems of the Armed Forces Recreation Center located in the Federal Republic of Germany.

Operational reviews, financial analyses, management evaluations and systems analyses for hotels, resorts, restaurants, and clubs.

Valuation of large, complex real estate and business holdings, including the Aspen Skiing Company, Aspen Colorado; Angel Fire Ski Company, Angel Fire, New Mexico; and the Embarcadero Center, San Francisco, California.

Preparation of cash flow and return on investment calculations for proposed, operating and distressed hotels, resorts, restaurants, and clubs.

Appraisal of the market value of large real estate portfolios, including all Trusthouse Forte, Inc. hotel properties; all company owned Hilton Hotels; all Vagabond Inns; all Western 6 Motels; and all of the holdings of Hotel Investors Trust.

Operational analysis, financial review and long-range development for hotels and resorts.

Market and economic feasibility study for a proposed major international class hotel to be located in Bandar Seri Begawan, Brunei.

Long-range budgeting, economic feasibility and economic impact analysis for the Industry Hills Civic Recreation Center located in the City of Industry, California.

Market and economic feasibility analysis for numerous convention and exhibit centers including the Los Angeles Convention Center and the Taipei World Trade Center.

**QUALIFICATIONS OF
THOMAS E. CALLAHAN, CPA, CRE, FRICS, MAI**

**REPRESENTATIVE
PROJECTS**

(Continued)

Development of the organizational structure and job descriptions and requirements for a multi-use facility, which includes a hotel, convention center and numerous recreational facilities.

Development of procedural manuals for the operation of major hotels.

Accounting system, internal control procedures and management information system design and implementation for hotel, club, and restaurant operations.

EDUCATION

WASHINGTON STATE UNIVERSITY
Bachelor of Arts in Business Administration

APPRAISAL INSTITUTE
Completed All Courses Required for Membership

**PROFESSIONAL
QUALIFICATIONS**

Certified Public Accountant in Massachusetts, California and Texas
Certified General Real Estate Appraiser - State of California, Oregon and Washington

**PROFESSIONAL
AFFILIATIONS**

Member of the Appraisal Institute (MAI)
Counselors of Real Estate (CRE)
International Society of Hospitality Consultants (ISHC)
Fellow Royal Institute of Chartered Surveyors (FRICS)
American Institute of Certified Public Accountants (CPA)
California Society of Certified Public Accountants
Texas Society of Certified Public Accountants
Massachusetts Society of Certified Public Accountants
American Hotel & Motel Association - Research Committee
American Institute of Certified Public Accountants - MAS
Executive Committee Member

**PROFESSIONAL
ACTIVITIES**

Guest speaker at various industry seminars

**EXPERT
TESTIMONY**

Admitted as an expert in both State and Federal courts located in New York, Massachusetts, Illinois, California, Oregon, Washington, Texas and New Mexico

EXHIBIT "B"

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 City of Winters ("CITY") nor the CDA. CDA shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CDA shall not have the right to control the means by which CONSULTANT accomplishes services rendered pursuant to this Agreement.

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CDA 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 CDA 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 broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, the CDA, their officers, agents, employees and volunteers shall be named as additional insured 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 CDA or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(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 CDA'S _____ upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the _____ prior to the effective date of such cancellation, or change in coverage.

CONSULTANT shall file with the _____ concurrent with the execution of this Agreement, the City's standard endorsement form (attached hereto) providing for each of the above requirements.

(5) CONSULTANT NOT AGENT. Except as CDA may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CDA in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CDA 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. In the event that CDA, 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 CDA of the desire of CDA 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. CDA pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CDA shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CDA for its convenience upon written notification to CONSULTANT. 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 CDA.

(10) PRODUCTS OF CONSULTING. All products of the CONSULTANT resulting from this Agreement shall be the property of the CDA.

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, the CDA, their 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 arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the CITY, the CDA, their officers, agents or employees.

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 CITY or the CDA shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CDA if this provision is violated.

(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

The City 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 CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY or CDA decision beyond the rendition of information, advice, recommendation or counsel.