



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, May 19, 2009,  
**6:00 p.m.**  
**AGENDA**

*Members of the City Council*

*Michael Martin, Mayor  
Woody Fridae, Mayor Pro Tempore  
Harold Anderson  
Cecilia Aguiar-Curry  
Tom Stone*

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

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

**BUDGET WORKSHOP FOR FISCAL YEAR 2009-2010** (pp 1-7)

Roll Call

Pledge of Allegiance

Approval of Agenda

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS**

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

### **CONSENT CALENDAR**

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

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, May 5, 2009 (pp 8-13)
- B. Resolution 2009-25, a Resolution of the City Council of the City of Winters Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Assessment District, Fiscal Year 2009-2010 (pp 14-16)
- C. Resolution 2009-26, 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 2009/2010 (pp 17-70)
- D. Approval of Consultant Contract in the Amount of \$12,999 with EDAW, Inc. for the Preparation of NEPA Cultural Resource Studies for the Downtown Streetscape Improvement Project, Phase II (pp 71-108)
- E. Request for East Main Street closure on Sunday, June 7, 2009 for EARTH Festival activities (pp 109-111)
- F. Resolution 2009-28, 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 Fiscal Year 2009-2010 (pp 112-115)
- G. Resolution 2009-29, a Resolution of the City Council of the City of Winters, 2009-2010T Transportation Claim (pp 116-123)

### **PRESENTATIONS**

### **DISCUSSION ITEMS**

- 1. I-505 Infrastructure Project – Alternative Selection and Authorization (pp 124-133)
- 2. Water Meter Ordinance-Conceptual Review of Metering Program (pp 134-142)

3. Update on Winters Healthcare Foundation Grant Community Garden (pp 143-147)

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**COMMUNITY DEVELOPMENT AGENCY**

1. Resolution 2009-30, a Resolution of the Winters Community Development Agency Authorizing the Executive Director to Execute an Owner Participation Agreement with the Central Valley Coalition for Affordable Housing, a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project (pp 148-255)
2. Consultant Services Agreement between the City of Winters and the City of West Sacramento for Project Management for the Public Safety Facility (pp 256-292)

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**CITY MANAGER REPORT**

**INFORMATION ONLY**

**EXECUTIVE SESSION**

**ADJOURNMENT**

I declare under penalty of perjury that the foregoing agenda for the May 19, 2009, 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, 2009, and made available to the public during normal business hours.

*Juicy Jensen, Admin. Asst. to Nanci G. Mills, City Clerk*

Nanci G. Mills, City Clerk

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Wednesday at 10:00 a.m.

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**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager *JD*  
**FROM:** Shelly Gunby, Director of Financial Management *Shelly*  
**SUBJECT:** Budget Workshop

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**RECOMMENDATION:**

Review the staff report and attached budget schedules and provide recommendations and comments.

**BACKGROUND:**

Every year the City of Winters is required to prepare and pass a budget prior to June 30<sup>th</sup> for the following year that begins on July 1. Staff has prepared a schedule that appears in the budget and are submitting it to Council for review, comments and recommendations. This year we are focusing on the General Fund.

**General Fund**

The General Fund is the main funding source for most of the services that the City provides, with the exception of Water, Sewer and Redevelopment. For 2009-2010 the revenues for the City of Winters are projected to be \$2,994,767. Additional resources include transfers in from the Service Reserve fund. The total amount of transfer in is \$14,000 for total resources for the year of \$3,008,767, this is a decrease of approximately 5% from estimated revenues for 2008-2009 and a reduction of approximately 9% from the 2008-2009 budget revenues.

Expenditures for 2009-2010 are projected to be \$3,370,614 which is higher than the estimated expenditures for 2008-2009 by 2%, but lower than the budgeted 2008-2009 expenditures by 2%. Staff has been extremely frugal in 2008-2009 and that is why comparing the estimates for 2008-2009 to 2009-2010 shows an increase. Most of the increase in the expenditures is due to employer Pers contributions and estimated increase in health insurance premiums.

Expenditures are budgeted to be in excess of Revenues in the amount of \$361,847. Not included in the General Fund Budget as submitted is the potential \$111, 321 that the State of California has proposed to "borrow" from us under Proposition 1A. Since

the City is required to have a budget prior to June 30, 2009, staff is recommending that we prepare the budget based on current conditions, should the state make decisions that affect our budget, we will return to the City Council for budget adjustments to compensate for state actions.

Staff was aware that Expenditures would be in excess of Revenues, we have been watching information on the country's and state's economic situation and have prepared our budget with those issues in mind. The City of Winters has been affected by the reduction in spending for non-essential items such as dining out, and arts and leisure activities. We have received lower than expected sales tax revenues in 2008-2009, and per a review with our sales tax consultants, HdL, we anticipate further reductions in sales tax in the 2009-2010 year. We expect sales tax and property tax in lieu of sales tax to decline approx \$68,800 from the amount collected in 2008-2009.

Due to the decline in housing prices and the foreclosures of homes in the City of Winters, staff is projecting that Property tax will remain at the current 2008-2009 levels. Staff has been advised that the County Assessor is reviewing assessments for those properties purchased in 2004-2006 with anticipated reduced assessed values for these homes, these reductions have been factored into the projections for property tax revenues for 2009-2010.

An additional impact on the expenditures in excess of revenues is the depletion of the PERS Reserve. The City of Winters at one time had what was called a "superfunded" CALPERS actuarial. During that time period, the city was not required to make contributions to the CALPERS system for the retirement benefits of our employees. Staff continued to budget for the employer contribution, and then transferred those amounts to a separate fund known as the PERS Reserve fund, to be used when rates increased. Staff has successfully used that fund to pay for the increased PERS rates for the last 3 years as costs have increased at a rate higher than our revenues. 2008-2009 used up the final amount of those savings, and therefore, in addition to stagnate property taxes and declining sales taxes, we no longer have the \$70,000 available from the PERS Reserve fund to help offset the increased PERS contributions for employee retirement.

Included in the steps that have been taken to minimize the expenditures in excess of revenues are the following:

- Management Staff volunteered to freeze wages, no steps, no colas for 2009-2010. This has been included in the budget.
- Other bargaining units have agreed or are being asked to agree to wage freezes for 2009-2010 and this has been factored into the budget
- All overtime for general fund employees has been eliminated from the budget (with the exception of Police Officers). No overtime will be approved or paid for those employees not working on water or sewer issues.
- All Department heads have reduced their Operations budgets by a minimum of 10% from 2008-2009 budget requests. Increase in the budget over 2008-2009 actuals are due to estimated increases in PERS rates, and health insurance premiums.
- We have frozen the following vacant positions:

- One Police Officer Position is vacant, and is not budgeted to be filled in the 2009-2010 budget as submitted.
- The Community Development Agency Director position (Cas Ellena's former position) is not budgeted to be filled by a full time person, however, we have allocated a portion of the Community Development Director time to the Community Development Agency during the time period that we anticipate continued inactivity in the Community Development Department.
- One Full time Maintenance Worker position remains vacant. The position held by Kirk Sanders has not been filled, and is budgeted to remain vacant for 2009-2010.

The impact of the expenditures in excess of revenues on our fund balance and meeting reserve requirements is shown in the chart below:

City of Winters  
Fund Balance and ability to meet Reserve Policy Requirements

Estimated General Fund fund Balance 6/30/09	\$	2,323,508
Service Reserve Fund Balance (Reserved)	\$	500,000
Cash Reserve \$3,438,840X 50%		1,516,776
Fund balance used to fund 2009-2010		361,847
Un-appropriated, unreserved Fund Balance	\$	944,885
Required Emergency Reserve (Per Policy)		.
\$2,323,508 x 25% of Fund Balance		580,877
Fund Balance Available	\$	944,885
Reserved Fund Balance (Service Reserve)		500,000
Unappropriated Unreserved Fund Balance	\$	444,885
Required Unappropriated Unreserved Fund Balance		580,877
Unappropriated Unreserved Fund Balance below Policy	\$	(135,992)

As the chart shows, we are presenting a budget that is balanced using the fund balance carried forward from prior year and this year, we are unable to meet the reserve amounts as required by our policies.. The fund balance is comprised of unappropriated, unreserved fund balance (emergency reserve), a service reserve fund balance (actually set up in a separate fund to keep separate from the other fund balances) and a cash reserve fund balance. The chart above indicates that we need to either:

- Reduce our Service reserve fund by\$135,992 so that we can meet our reserve policies.
- Operate with our unappropriated unreserved fund balance at less that the policy required amount.
- Reduce our cash reserve to less than 50% of expenditures and operate with it at an amount less than the amount required by policy.

The City has stringent reserve requirements that have allowed us to weather the

economic downturn with less disruption to services than other cities around us, however, we are now beginning to see the impact of a sustained economic downturn on our fund balances. Staff is concerned about the impact on our fund balance should the state move forward with "borrowing" \$111, 321 and the continued reduction in assessed values and inactivity in the area of economic development. The lack of building and growth of new businesses and even homes has impacted our budget tremendously.

**FISCAL IMPACT:**

None at this time.

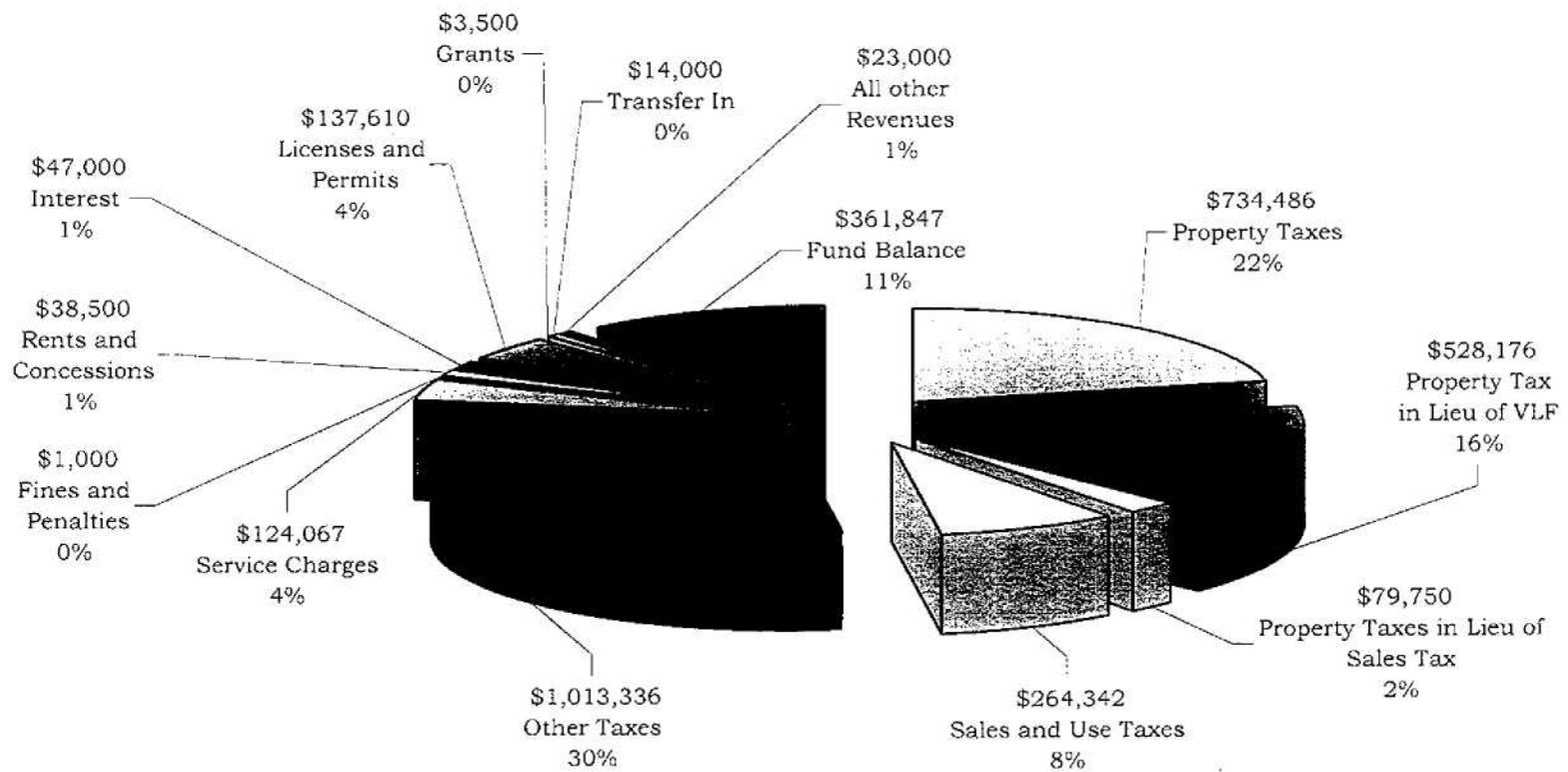
**ATTACHMENTS:**

- General Fund Comparison 2006-2010
- General Fund Revenue Chart.
- General Fund Expenditure Chart

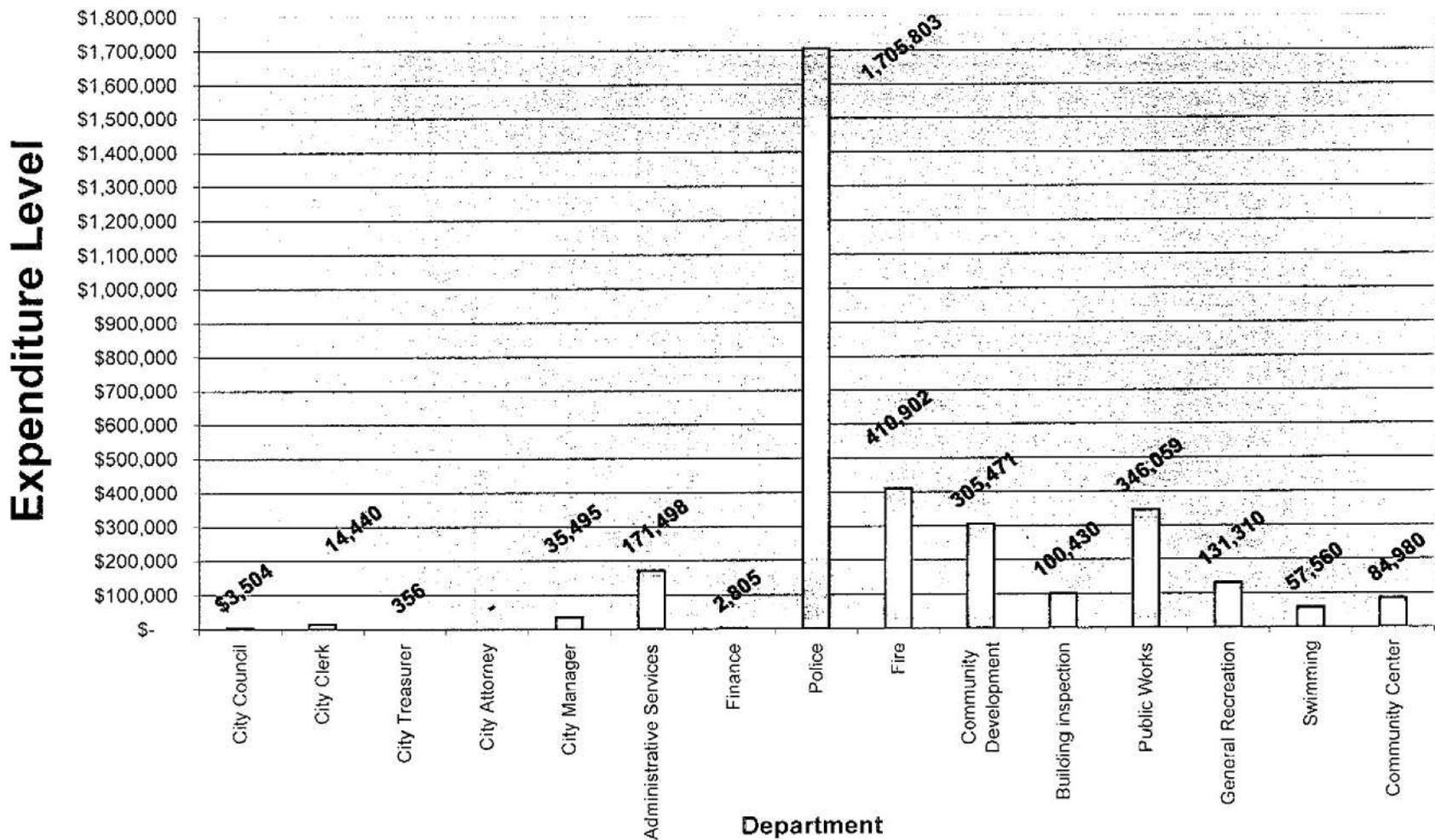
**City of Winters  
2006-2010 Budget Comparison**

	2006	2007	2008	2009	2010	Change from prior Year Estimated	
	Actual	Actual	Actual	Estimated	Proposed	In \$	In%
<b>Financial Sources:</b>							
Property Taxes	\$ 576,772	\$ 731,220	\$ 728,428	\$ 734,193	\$ 734,486	\$ 294	0%
Property Tax in Lieu of VLF	455,402	491,360	520,373	526,512	528,176	1,664	0%
Property Taxes in Lieu of Sale	91,415	93,199	70,177	130,808	79,750	(51,058)	-39%
Sales and Use Taxes	298,904	276,539	327,596	282,075	264,342	(17,733)	-6%
Other Taxes	908,877	937,692	993,364	995,374	1,013,336	17,961	2%
Service Charges	108,394	93,519	93,145	112,964	124,067	11,104	10%
Fines and Penalties	800	1,184	45	1,300	1,000	(300)	-23%
Rents and Concessions	26,000	38,561	35,574	38,500	38,500	-	0%
interest	78,000	92,070	55,074	46,420	47,000	580	1%
Licenses and Permits	73,950	146,149	85,267	139,614	137,610	(2,005)	-1%
Grants	3,600	3,152	4,960	1,500	3,500	2,000	133%
All other Revenues	84,728	76,038	100,992	21,081	23,000	1,919	9%
<b>Total Estimated Financial Source</b>	<b>\$ 2,706,843</b>	<b>\$ 2,980,683</b>	<b>\$ 3,014,993</b>	<b>\$ 3,030,341</b>	<b>\$ 2,994,767</b>	<b>\$ (35,574)</b>	<b>-1%</b>
<b>Expenditures:</b>							
City Council	\$ 437	\$ 485	\$ 683	\$ 2,955	\$ 3,504	\$ 549	19%
City Clerk	6,876	11,515	5,990	12,450	14,440	1,990	16%
City Treasurer	216	324	341	341	356	15	5%
City Attorney	30,553	65,183	61,807	-	-	-	0%
City Manager	21,052	23,473	39,790	34,541	35,495	954	3%
Administrative Services	138,932	139,662	180,945	166,124	171,498	5,374	3%
Finance	(354)	2,131	5,201	2,846	2,805	(40)	-1%
Police	1,391,671	1,566,397	1,588,778	1,568,241	1,705,803	137,562	9%
Fire	270,000	376,300	410,312	412,658	410,902	(1,756)	0%
Community Development	319,822	343,246	398,181	406,574	305,471	(101,102)	-25%
Building inspection	107,755	117,249	134,630	99,158	100,430	1,272	1%
Public Works	368,642	291,325	236,520	307,996	346,059	38,063	12%
General Recreation	85,125	96,878	116,282	123,542	131,310	7,768	6%
Swimming	17,818	18,510	93,399	76,231	57,560	(18,671)	-24%
Community Center	74,074	94,395	87,512	79,582	84,980	5,398	7%
<b>Total Budgeted Expenditures</b>	<b>\$ 2,832,618</b>	<b>\$ 3,147,072</b>	<b>\$ 3,360,371</b>	<b>\$ 3,293,238</b>	<b>\$ 3,370,614</b>	<b>\$ 77,376</b>	<b>2%</b>
Net kncrease(Decrease) in Fund B:	\$ (125,775)	\$ (166,389)	\$ (345,378)	\$ (262,898)	\$ (375,847)		
Fund Balance July 1	\$ 2,721,635	\$ 2,595,860	\$ 2,601,415	\$ 2,459,037	\$ 2,323,508		
Transfers	\$ -	\$ 171,944	\$ 203,000	\$ 127,369	\$ 14,000		
Adjustments	-	-	-	-	-		
Fund Balance June 30	<b>\$ 2,595,860</b>	<b>\$ 2,601,415</b>	<b>\$ 2,459,037</b>	<b>\$ 2,323,508</b>	<b>\$ 1,961,660</b>		

## 2009-2010 Budgeted General Fund Revenues \$3,370,614



# 2009-2010 General Fund Expenditures





Minutes of the Regular Meeting of the  
Winters City Council  
Held on Tuesday, May 5, 2009,

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

**Present:** Council Members Cecilia Aguiar-Curry, Harold Anderson, Woody Fridae, Tom Stone and Mayor Martin.

**Absent:** None

**Staff:** City Manager John Donlevy, City Attorney John Wallace, Director of Financial Management Shelly Gunby, Community Development Director Nellie Dyer, Management Analyst Dawn Van Dyke, Executive Assistant Mary Jo Rodolfa, Environmental Manager Carol Scianna, Housing Programs Manager and Contract Planner Kate Kelly.

The Pledge of Allegiance was led by Karla Knabke.

**Approval of Agenda:** City Manager Donlevy requested the CDA be convened immediately following the Consent Calendar. He also requested Discussion Items 4, 5, and 6 be moved to the Consent Calendar as Items G, H and I.

Motion by Council Member Stone, Second by Council Member Fridae to approve the agenda with the noted changes. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Anderson noted the upcoming City-Wide Yard Sale of the Rich and Famous on Saturday, May 9<sup>th</sup>. He also plans to attend the League of California Cities-Sacramento Valley Division meeting on May 8<sup>th</sup> & 9<sup>th</sup>. Council Member Fridae noted that E.A.R.T.H. Day will be on Sunday, June 7<sup>th</sup> in conjunction with the Winters Farmers Market. Congratulations to Dan Maguire, Ana Kormos and John Donlevy for their leadership in planning the Farmers Market, which was a huge success, drawing approximately 200 people. Mayor Martin also wanted to commend the organizers of the Farmers Market, which provides the opportunity to showcase Winters. Council Member Aguiar-Curry thanked staff on behalf of the Hispanic Advisory Committee for their efforts for the Community Information Night held last night, which was also televised on Channel 20. Council Member Stone echoed Council Member Fridae's comments regarding the Farmers Market. The number of people present was astounding and a lot of hard work by a lot of people made it a fabulous success. He also indicated he was sick and would be departing the meeting early.

**PUBLIC COMMENTS:** None

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 21, 2009
- B. Approval of Additional Work to Add or Replace Seven Water Valves as part of City Water Rehabilitation Project (Project No. 08-01) by TerraCon Pipelines, Inc.; Cost of Work is Estimated at \$44,000
- C. Reject All Bids for the East Street Motor Control Center, Project No. 09-03, and Authorize Staff to Solicit New Construction Bids
- D. Resolution No. 2009-24, a Resolution of the City Council of the City of Winters Adopting an Identity Theft Prevention Program
- E. Approve California Department of Transportation Disadvantaged Business Enterprise (DBE) Program Implementation Agreement
- F. Solano County Water Agency – Amendment #1 – Landowner Agreement
- G. Review Councilmember Liaison Assignments (Moved from Discussion Item #4)
- H. Utility User's Tax – Information Only (Moved from Discussion Item #5)
- I. Authorization for City Manager to Negotiate Waste Disposal Services Agreement at the Yolo County Central Landfill (Moved from Discussion Item #6)

City Manager Donlevy gave a brief overview. Council Member Anderson asked why the Consumer Price Index referenced in Item I was tied to the Bay Area, which is likely the highest CPI around. City Manager Donlevy replied that the wage per hour is tied to the Bay Area as the City of Winters does not have its own CPI, but will discuss tying into another geographic area. Council Member Aguiar-Curry requested the Council/Staff Comments in the minutes of the 4/21/09 City Council meeting reflect the TANC meeting was a Board of Directors meeting and not a public scoping meeting.

Motion by Council Member Aguiar-Curry, second by Council Member Fridae to approve the consent calendar. Motion carried unanimously.

Agency Director Fridae convened the meeting of the Community Development Agency at 7:42 p.m. As per City Attorney Wallace, due to a conflict of interest regarding the Community Development Agency item, Downtown Visitor Center, it was necessary for Agency Members Anderson and Stone and Agency Director Fridae to recuse themselves. But in doing so, a quorum would not be present. City Manager Donlevy requested that the three recused members "draw walnuts" to determine which of the three will remain in order to have a quorum. It was determined by draw that Agency Member Anderson would remain. Agency Member Stone departed the meeting at this time due to illness. Agency Member

Fridae remained on the dais and was present for the remaining City Council Discussion Items.

## **PRESENTATIONS**

Proclamations were presented by Mayor Martin to the following members of the Hispanic Advisory Committee, honoring and thanking them for their service during the last year: Karla Knabke, Leticia Quirarte, Laura Salas, Hector Carillo, Alfonso Salas, Miguel Vasquez and Crescencio Mejia.

## **DISCUSSION ITEMS**

- 1. Second Reading and Possible Adoption of four ordinances of the City of Winters adding Chapters 16.01, 16.02, 16.03 and 16.04 to the Winters Municipal Code pertaining to tentative subdivision maps, final subdivision maps, parcel maps and vesting tentative subdivision maps**

Community Development Director Nellie Dyer gave an overview. Mayor Martin asked for clarification of the requirements for 4 or less units and 5 or more units. CDD Director Dyer confirmed 5 or more units require subdivision maps and 4 or less units required a parcel map only.

Motion by Council Member Fridae, second by Council Member Aguiar-Curry to adopt Ordinance 2009-05, adding Chapter 16.01 to Title 16 of the Municipal Code pertaining to tentative subdivision maps, adopt Ordinance 2009-06, adding Chapter 16.02 to Title 16 of the Municipal Code pertaining to parcel maps, adopt Ordinance 2009-07, adding Chapter 16.03 to Title 16 of the Municipal Code pertaining to final subdivision maps, and adopt Ordinance 2009-08, repealing Chapter 16.04 entitled General Provisions, from Title 16 of the Municipal Code and adding Chapter 16.04 to Title 16 of the Municipal Code pertaining to vesting tentative maps. Motion carried with the following roll call:

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

- 2. Acceptance of Report from the City of Winters Hispanic Advisory Committee and Reauthorization of the Committee**

Management Analyst Dawn Van Dyke gave an overview. Committee Member Laura Salas said the committee's current efforts are focused on the local youth. Council Member Fridae added that most of the concerns of the Committee concern all kids and the committee's efforts are helping everyone in the community. Council Member Fridae also commented that the committee is a great group and commended staff members Mary Jo Rodolfa and Dawn Van Dyke for their efforts.

Motion by Council Member Aguiar-Curry, Second by Council Member Fridae to authorize the City of Winters Hispanic Advisory Committee for another one-year period. Motion carried unanimously, with Council Member Stone absent.

### **3. Review and Consider Taking a Position of Support of Assembly Constitutional Amendments - ACA 9 and ACA 15**

City Manager Donlevy gave an overview. Mayor Martin inquired whether the schools are being targeted by the specified amendments, as schools are already at 55%. Council Member Fridae said the Council's track record has been to not take a position on items that don't affect the City of Winters, but these amendments do, and he is in support of the amendments. Council Member Aguiar-Curry said these items came up at the last District Transportation Meeting, but she didn't want to commit without Council approval. She also stated the League supports ACA9.

Motion by Council Member Fridae, second by Council Member Aguiar-Curry to support Assembly Constitutional Amendments ACA9 and ACA15. Motion carried 3-1-1, with Mayor Martin opposing and Council Member Stone absent.

### **4. Approval of new City of Winters official logo designed by DaRe, LLC**

Following a brief overview, City Manager Donlevy indicated this was an information item only and that it be brought back to a future City Council meeting.

Woody left the dais at 8:20 p.m. prior to hearing the CDA item.

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### **COMMUNITY DEVELOPMENT AGENCY**

1. Downtown Visitor Center
  - a. Approve the Winters Visitor Center Concept Plan; and
  - b. Approve a Consultant Services Agreement with DaRe, LLC for interior design and multi-media center development.

- c. Approve a Development Budget of \$15,000 for furniture, fixtures and equipment.
- d. Conceptually authorize an agreement between the Winters Community Development Agency and the Winters Chamber of Commerce for staffing and management.

City Manager Donlevy gave a brief overview, indicating the Winters Visitor Center Concept plan would include the following elements: Winters Product Store, the Winters Concierge Desk and VisitWinters.com, a website featuring the many destinations of Winters. Agency Member Martin thought the Downtown Visitor Center was a wonderful idea and is a great way to generate interest in Winters, but said the cost to furnish and decorate was a problem. City Manager Donlevy indicated the interior design costs were included in the contract and that the first impression is critical in selling the brand.

Howard Hupe, Chamber of Commerce representative, said the Winters Visitors Center Business Plan has been developed by the Chamber of Commerce and the City of Winters. Agency Member Martin likes the commitment from the Chamber of Commerce and that Winters is on the verge of making a big change.

Sara Ogando of Da Re LLC said the interior design of the facility as proposed is needed to make an impact and to "separate ourselves" and make Winters different and unique. Agency Member Martin inquired about generating revenue. City Manager Donlevy replied there will be a Winters Product Store on site to generate revenue.

Melanie Bajakian, 488 Main Street, supports the proposed changes and said it is important to support the new logo and the Visitor's Center. A lot of hard work has gone into Main and Railroad and the young vision makes it shine. She added there is a whole new dynamic, as children who grew up in Winters are now returning to live and raise their families.

Edmund Lis, 9 Russell Street, spoke on behalf of the Chamber of Commerce, thanking the Community Development Agency for all they have done to make sure the City continues to move forward and gain momentum.

Agency Member Anderson asked about the proposed two-year contract with the Chamber of Commerce and how the success of the Visitor Center would be evaluated. City Manager Donlevy said periodic evaluations will be included in the agreement and the term of the agreement could extend 18 months instead of 2 years. The goal of the Visitor's Center is sustainability, which will be realized as revenue is generated.

Motion by Agency Member Aguiar-Curry, second by Agency Member Anderson to approve the Winters Visitor Center Concept Plan, Approve a Consultant Services Agreement with DaRe, LLC for interior design and multi-media center

development, approve a development budget of \$15,000 for furniture, fixtures, and equipment, and conceptually authorize an agreement between the Winters Community Development Agency and the Winters Chamber of Commerce for staffing and management. Motion carried with the following roll call vote:

**AYES:** Agency Members Aguiar-Curry, Anderson, and Martin  
**NOES:** None  
**ABSENT:** Agency Member Stone and Agency Director Fridae  
**ABSTAIN:** None

Agency Member Martin closed the CDA meeting at 8:53 p.m.

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**CITY MANAGER REPORT:** After some discussion, a budget workshop was scheduled with DFM Gunby to meet with the City Manager and Council on Tuesday, May 19 @ 6:00 p.m. prior to the next City Council meeting. City Manager Donlevy also indicated the State Department of Finance plans to raid cities, counties and special districts of property tax revenue in the amount of \$2 billion. For Winters, this would be approximately \$111,000. He proposed setting up a meeting with Senator Lois Wolk and Assemblywoman Mariko Yamada. Council Member Aguiar-Curry suggested additional letters be written by the Chamber of Commerce, addressing the State's proposal.

**INFORMATION ONLY:** None

**EXECUTIVE SESSION:** None

**ADJOURNMENT**

Mayor Martin adjourned the meeting at 9:05 p.m.

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Michael Martin, MAYOR

**ATTEST:**

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Nanci G. Mills, City Clerk

**CITY OF**  
**WINTERS**  
**CALIFORNIA**  
**CITY COUNCIL**  
**STAFF REPORT**

**TO:** Honorable Mayor and Council Members

**DATE :** May 19, 2009

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

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

**SUBJECT:** Resolution 2009-25, Initiating Proceedings for the Annual Levy and Collection of Assessments for the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2009/2010

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

**BACKGROUND :** The assessments from the City's landscape maintenance district are used to maintain the City's parks, landscape areas, and electricity for street lighting . The District's assessments must, by Code, and pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), be established every year. The first step is to adopt a resolution initiating the assessment proceedings and to designate the engineer of work and order the preparation of the Engineer's Report. This is the same procedure that has been followed for all previous years. The City has retained Willdan Financial Services as the Engineer of Work to prepare the fiscal Year 2009/2010 City of Winters Engineers Report and file it with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

Staff will be submitting to the City Council the necessary maps, reports and resolutions so that the assessments can be adopted prior to the last day to file with the County.

**ALTERNATIVES :** None

**FISCAL IMPACT:** None

RESOLUTION NO. 2009-25

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, INITIATING PROCEEDINGS FOR THE ANNUAL LEVY AND COLLECTION OF ASSESSMENTS FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2009/2010**

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

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

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

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

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

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

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

**RESOLUTION NO. 2009-25**

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. 2009-25 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_

Michael Martin; Mayor

ATTEST:

\_\_\_\_\_

Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members

**DATE :** May 19, 2009

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

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

**SUBJECT:** Resolution 2009-26, 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 2009/2010

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

**BACKGROUND :** The assessments from the City's landscape maintenance district are used to maintain the City's parks, landscape areas, and electricity for street lighting . The District's assessments must, by Code, and pursuant to the provisions of the *Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code of California, beginning with Section 22500* (hereinafter referred to as the "Act"), be established every year. The first step is to adopt a resolution initiating the assessment proceedings and to designate the engineer of work and order the preparation of the Engineer's Report. This is the same procedure that has been followed for all previous years. The City has retained Willdan Financial Services as the Engineer of Work to prepare the fiscal Year 2009/2010 City of Winters Engineers Report and file it with the City Clerk in accordance with *Chapter 3, Section 22623* of the Act.

Staff will be submitting to the City Council the necessary maps, reports and resolutions so that the assessments can be adopted prior to the last day to file with the County.

**ALTERNATIVES :** None

**FISCAL IMPACT:** None

**RESOLUTION NO. 2009-26**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA, PRELIMINARILY APPROVING THE ENGINEER'S ANNUAL LEVY REPORT, AND DECLARING ITS INTENTION TO LEVY AND COLLECT ANNUAL ASSESSMENTS AND PROVIDING NOTICE OF HEARINGS THEREOF FOR THE CITY OF WINTERS CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT, FISCAL YEAR 2009/2010**

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

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

**WHEREAS**, the City Council has, by previous Resolution ordered the preparation of an Engineer's Annual Levy Report (hereafter referred to as the "Report") regarding the District and assessment for Fiscal Year 2009/2010, pursuant to *Chapter 1, Section 22565* of the Act; and,

**WHEREAS**, the Engineer selected by the City Council has prepared and filed with the City Clerk said Report in connection with the District and the levy of assessments for Fiscal Year 2008/2009 (Beginning July 1, 2009 and ending June 30, 2010) in accordance with *Chapter 3, Section 22623* of the Act; and,

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

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

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

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

- a. A Description of Improvements.

- b. A Description of the District.
- c. The proposed Annual Budget for the fiscal year (Costs and Expenses).
- d. The Method of Apportionment that details the method of calculating each parcel's proportional special benefits and annual assessment.
- e. The District Roll containing the Levy for each Assessor Parcel Number within the District proposed for Fiscal Year 2009/2010.

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

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

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

**Section 6:** The City Council hereby declares its intention to seek the Annual Levy of the District pursuant to the Act, over and including the land within the District boundary, and to levy and collect assessments on all such land to pay the costs associated with the operation, maintenance and servicing of the landscaping improvements related thereto, for Fiscal Year 2009/2010.

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

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

**Section 9:** The proposed assessment for Fiscal Year 2009/2010 does not exceed the maximum assessment previously approved, and the assessments are outlined in the Engineer's Report, which details any changes or increases in the annual assessments.

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

**Section 11:** Notice is hereby given that a Public Hearing on these matters will be held by the City Council on **Tuesday, June 02, 2009 at 7:30 p.m.**, or as soon thereafter as feasible in the City Council Chambers, City Hall, located at 318 First Street, Winters, California.

**PASSED, APPROVED, AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF WINTERS, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.**

I, Nanci G. Mills, City Clerk of the City of Winters, County of Yolo, State of California do hereby certify that the foregoing Resolution No. 2009-26 was regularly adopted by the City Council of said City of Winters at a regular meeting of said council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAINED:**

\_\_\_\_\_  
Michael Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, City Clerk

**CITY OF WINTERS  
ENGINEER'S ANNUAL LEVY REPORT  
CITY-WIDE MAINTENANCE ASSESSMENT DISTRICT  
Fiscal Year 2009/2010**



**INTENT MEETING: May 19, 2009  
PUBLIC HEARING: June 2, 2009**



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**ENGINEER'S REPORT AFFIDAVIT**  
*City of Winters Maintenance District formed pursuant to the  
Landscaping and Lighting Act of 1972*

City of Winters  
Yolo County, State of California

This Report contains the complete Engineer's Annual Levy Report for the City of Winters Maintenance District including the boundaries, improvements, budgets and assessments to be levied for Fiscal Year 2009/2010, as they existed at the time of the passage of the Resolution of Intention. Reference is hereby made to the Yolo County Assessor's maps for a detailed description of the lines and dimensions of parcels within the District.

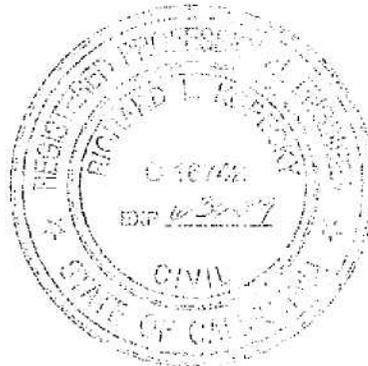
The undersigned respectfully submits the enclosed Report as directed by the City Council.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

Willdan Financial Services  
Assessment Engineer

By: 

Richard Kopecky  
R. C. E. # 16742



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## I. OVERVIEW

### A. Introduction

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

This Engineer's Annual Levy Report ("Report") has been prepared in accordance with the provisions of *Chapter 3, Section 22622* of the 1972 Act. This Report describes the District, the improvements therein, any annexations or other modifications to the District including any substantial changes to the improvements, the method of apportionment, the boundaries of the District, and financial information including the district budgets and proposed annual assessments for Fiscal Year 2009/2010. The proposed assessments are based on the historic and estimated costs to maintain the improvements that provide a special benefit to properties within the District. The costs of improvements and the annual levy including all expenditures, deficits, surpluses, revenues, and reserves are assessed to each parcel within the District proportionate to the parcel's special benefits.

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

Pursuant to *Chapter 3, beginning with Section 22620* of the 1972 Act, the City Council shall conduct a noticed annual public hearing to consider all public comments and written protests regarding the District. Following the annual public hearing and review of the Engineer's Annual Levy Report, the City Council may order amendments to the Report or confirm the Report as submitted. Following final approval of the Report and confirmation of the assessments contained therein, the City Council will by resolution: order the improvements to be made and confirm the levy and collection of assessments pursuant to *Chapter 4, Article 1, beginning with Section 22640* of the 1972 Act. The assessment rate and method of apportionment described in this Report as approved or modified by the City Council defines the assessments to be applied to each parcel within the District for Fiscal Year 2009/2010.

The assessments as approved will be submitted to the County Auditor/Controller to be included on the property tax roll for each parcel within the District. If any parcel submitted for collection is identified by the County Auditor/Controller to be an invalid parcel number for the current fiscal year, a

corrected parcel number and/or new parcel numbers will be identified and resubmitted to the County. The assessment amount to be levied and collected for the resubmitted parcel or parcels shall be based on the method of apportionment and assessment rate contained in this Report as approved by the City Council.

## **B. Applicable Legislation**

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

### **Compliance with the California Constitution**

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

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

### **Provisions of the 1972 Act (Improvements and Services)**

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

- 1) The installation or planting of landscaping.

- 2) The installation or construction of statuary, fountains, and other ornamental structures and facilities.
- 3) The installation or construction of public lighting facilities, including, but not limited to streetlights and traffic signals.
- 4) The installation or construction of any facilities which are appurtenant to any of the foregoing or which are necessary or convenient for the maintenance or servicing thereof; including but not limited to, grading, removal of debris, the installation or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities.
- 5) The installation of park or recreational improvements including, but not limited to the following:
  - a) Land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks, and drainage.
  - b) Lights, playground equipment, play courts and public restrooms.
- 6) The maintenance or servicing, or both, of any of the foregoing including the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of any improvement, including, but not limited to:
  - a) Repair, removal, or replacement of all or any part of any improvements;
  - b) Grading, clearing, removal of debris, the installation, repair or construction of curbs, gutters, walls, sidewalks, or paving, or water, irrigation, drainage, or electrical facilities;
  - c) Providing for the life, growth, health, and beauty of landscaping, including cultivation, irrigation, trimming, spraying, fertilizing, or treating for disease or injury;
  - d) The removal of trimmings, rubbish, debris, and other solid waste;
  - e) The cleaning, sandblasting, and painting of walls and other improvements to remove or cover graffiti.
  - f) Electric current or energy, gas, or other agent for the lighting or operation of any other improvements.
  - g) Water for the irrigation of any landscaping, the operation of any fountains, or the maintenance of any other improvements.
- 7) The acquisition of land for park, recreational or open-space purposes, or the acquisition of any existing improvement otherwise authorized by the 1972 Act.

- 8) Incidental expenses associated with the improvements including, but not limited to:
- a) The cost of preparation of the report, including plans, specifications, estimates, diagram, and assessment;
  - b) The costs of printing, advertising, and the publishing, posting and mailing of notices;
  - c) Compensation payable to the County for collection of assessments;
  - d) Compensation of any engineer or attorney employed to render services;
  - e) Any other expenses incidental to the construction, installation, or maintenance and servicing of the improvements; and,
  - f) Costs associated with any elections held for the approval of a new or increased assessment.

## **II. DESCRIPTION OF THE DISTRICT & IMPROVEMENTS**

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

### **A. The District**

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

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

## **B. The Improvements**

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

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

1. City Park, Rotary Park, Valley Oak Park, Blue Oak Park (formerly Putah Creek Hamlet Park), Winters Highlands Park (upon dedication and construction), and the grounds of City Hall and the Community Center: includes maintenance of sidewalks, curb and gutter, walkways, trees, shrubs, groundcover, grass, irrigation system, park lighting, play equipment and structures, ball fields, fencing, restrooms, drinking fountains, benches, tables, drainage facilities, slopes, signs, parking lot and street frontage improvements, and other related improvements and facilities.
2. Street Lighting: street, park and trail lighting within the entire District.
3. Median Island Landscaping: public landscaping and irrigation improvements in the median islands within the District.
4. Curbside Landscaping: public landscaping and fencing, behind the curb on collector and arterial streets, where the street is not fronted by a residence or business.

## **III. METHOD OF APPORTIONMENT**

### **A. General**

The 1972 Act permits the establishment of assessment districts by agencies for the purpose of providing certain public improvements which include the construction, maintenance and servicing of public lights, landscaping and

appurtenant facilities. The 1972 Act further requires that the cost of these improvements be levied according to benefit rather than assessed value:

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

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

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

## **B. Benefit Analysis**

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

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

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

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

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

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

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

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

Properties owned by other agencies and City-owned lands were reviewed to establish benefit. The Winters Unified School District receives a proportional benefit and has entered into a Joint Use Facilities Agreement with the City,

which offsets the benefits received by the School District through the equitable use of School facilities. Therefore the School District properties have been assigned a zero assessment.

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

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

### **C. Assessment Methodology**

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

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

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

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

Rate multiplied by each parcel's individual EBU determines each parcel's levy amount.

### Street Lighting & Administration

*Street Lighting & Administration Costs / Total EBU = Levy per EBU*

*Levy per EBU x Parcel's EBU = Parcel's Levy Amount-Lighting & Administration*

### Other Budget Items

*Remaining Costs / Residential EBU = Levy per Residential EBU*

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

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

## IV. DISTRICT BUDGET

### A. Description of Budget Items

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

#### **DIRECT COSTS:**

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

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

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

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

#### **ADMINISTRATION COSTS:**

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

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

#### **LEVY BREAKDOWN:**

**Reserve Collection/ (Transfer)** — The 1972 Act pursuant to *Chapter 1, Article 4 Section 22569 (a)*, provides for a District Reserve Fund. This Reserve Fund provides for the collection of funds to operate the District from the time period of July 1 (beginning of the Fiscal Year) through December 10<sup>th</sup> or when the County provides the City with the first installment of assessments collected from the property tax bills (typically January or February). Negative amounts shown for this budget item represent transfers from the Reserve Fund that reduces the Balance to Levy. Maintaining a fully funded Reserve eliminates the need for the City to transfer funds from non-District accounts to pay for operational expenses during the first half of the fiscal year and also provides the District with sufficient funds to address any unforeseen or unusual expenditures that may occur during the year.

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

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

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

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

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

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

This negative Reserve Fund Balance will be repaid and replenished through future assessment revenues.

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

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

## B. District Budget

### Fiscal Year 2009/2010 District Budget

City of Winters	
City-Wide	
2009/10 Budget	
Levy Components	Total Budget
<b>DIRECT COSTS</b>	
Park Maintenance	\$179,816.00
Street Lighting	75,000.00
Riparian Area Maintenance	0.00
Median Island Landscape Maintenance	800.00
Curbside Landscape Maintenance	1,000.00
Bank Stabilization	0.00
<b>TOTAL DIRECT</b>	<b>\$256,616.00</b>
<b>ADMINISTRATION COSTS</b>	
District Administration	\$20,700.00
County Administration Fee	2,000.00
<b>TOTAL ADMIN</b>	<b>\$22,700.00</b>
<b>COLLECTIONS/(CREDITS)/APPLIED TO LEVY</b>	
<b>TOTAL DIRECT AND ADMIN COSTS</b>	<b>\$279,316.00</b>
Reserve Collection	0.00
Capital Improvement Fund Collection/(Transfer)	0.00
Contribution Replenishment	0.00
General Fund (Contributions)	0.00
<b>TOTAL ADJUSTMENTS</b>	<b>\$0.00</b>
<b>Balance to Levy (Budgeted)</b>	<b>\$279,316.00</b>
<b>Total Revenue at Maximum Rate</b>	<b>\$189,168.75</b>
<b>Variance above/(below) Maximum Revenue</b>	<b>\$90,147.25</b>
<b>Levy at Applied Rate</b>	<b>\$189,168.75</b>
<b>Applied Charge</b>	<b>189,090.00</b>
	<b>78.75</b>
<b>DISTRICT STATISTICS</b>	
Total Parcels	2,093
Total Residential Parcels Levied	1,895
Total Non-Residential Parcels Levied	135
Total Parcels Levied	2,027
Total Equivalent Residential Benefit Units	2,250
Total Equivalent Non-Residential Benefit Units	135
<b>Applied Residential Levy per Benefit Unit</b>	<b>\$82.50</b>
<b>Applied Non-Residential Levy per Benefit Unit</b>	<b>\$26.25</b>
Maximum Levy per Residential Benefit Unit (Current Year)	\$82.50
Maximum Levy per Non-Residential Benefit Unit (Current Year)	\$26.25
<b>FUND BALANCE INFORMATION</b>	
Beginning Reserve Fund Balance	\$0.00
Reserve Fund Adjustments	0.00
Anticipated Reserve Balance	\$0.00

## **APPENDIX A - DISTRICT BOUNDARY MAPS**

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

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

## **APPENDIX B — 2009/2010 ASSESSMENT ROLL**

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

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

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

**City of Winters**  
**City-Wide Maintenance Assessment District**  
**Fiscal Year 2009/10 Applied Roll**

APN		Situs Address	Charge
003-120-003-000	511	MAIN ST	26.25
003-120-004-000		GRANT AVE	82.50
003-130-003-000	600-602	4TH ST	165.00
003-130-009-000	410	GRANT AVE	247.50
003-130-010-000	415	BAKER ST	165.00
003-130-012-000	407	EDWARDS ST	82.50
003-130-013-000	408	GRANT AVE	82.50
003-130-014-000	406	GRANT AVE	82.50
003-130-015-000	404	GRANT AVE	82.50
003-130-016-000	402	GRANT AVE	82.50
003-130-017-000	616	4TH ST	82.50
003-130-018-000	614	4TH ST	82.50
003-130-019-000	403	BAKER ST	82.50
003-130-020-000	405	BAKER ST	82.50
003-130-021-000	407	BAKER ST	82.50
003-130-022-000	409	BAKER ST	82.50
003-130-023-000	411	BAKER ST	82.50
003-130-024-000	413	BAKER ST	82.50
003-130-025-000	414	BAKER ST	82.50
003-130-026-000	412	BAKER ST	82.50
003-130-027-000	410	BAKER ST	82.50
003-130-028-000	408	BAKER ST	82.50
003-130-029-000	409	EDWARDS ST	82.50
003-130-030-000	411	EDWARDS ST	82.50
003-130-031-000	413	EDWARDS ST	82.50
003-130-032-000	415	EDWARDS ST	82.50
003-130-033-000	508	4TH ST	82.50
003-130-034-000	403	EDWARDS ST	82.50
003-130-035-000	518	4TH ST	82.50
003-130-036-000	406	BAKER ST	82.50
003-141-002-000	316	GRANT AVE	165.00
003-141-003-000	314	GRANT AVE	82.50
003-141-004-000	310	GRANT AVE	82.50
003-141-006-000	302	GRANT AVE	82.50
003-141-007-000	301	BAKER ST/604 3RD ST	165.00
003-141-008-000	303	BAKER ST A & B	165.00
003-141-009-000	307	BAKER ST	165.00
003-141-010-000	309	BAKER ST	82.50
003-141-012-000	304	GRANT AVE	82.50
003-141-013-000	308	GRANT AVE	82.50
003-141-014-000	611	4TH ST	82.50
003-141-015-000	607	4TH ST	82.50
003-141-016-000	311	BAKER ST	82.50
003-141-017-000	313	BAKER ST	82.50
003-142-002-000	318	BAKER ST	82.50
003-142-003-000	310	BAKER ST	82.50
003-142-005-000	304	BAKER ST	82.50
003-142-006-000	510	3RD ST	82.50
003-142-008-000	305	EDWARDS ST	82.50
003-142-009-000	307	EDWARDS ST	82.50
003-142-010-000	309	EDWARDS ST	82.50
003-142-011-000	311	EDWARDS ST	82.50
003-142-013-000	303	EDWARDS ST	165.00
003-142-014-000	502	3RD ST	165.00
003-142-015-000	308	BAKER ST	82.50
003-142-016-000	306	BAKER ST	82.50
003-142-017-000	315	EDWARDS ST	26.25
003-143-001-000	315	ABBAY ST	82.50
003-143-002-000	415	4TH ST/312 EDWARDS	247.50

APN		Site Address	Charge
003-143-003-000	310	EDWARDS ST	82.50
003-143-004-000	308	EDWARDS ST	82.50
003-143-005-000	306	EDWARDS ST	82.50
003-143-006-000	304	EDWARDS ST	82.50
003-143-008-000	408	3RD ST	82.50
003-143-009-000	400	3RD ST	82.50
003-143-011-000	309	ABBEY ST	82.50
003-143-012-000	311	ABBEY ST	82.50
003-143-013-000	313	ABBEY ST	82.50
003-143-014-000	418	3RD ST	82.50
003-143-015-000	410	3RD ST	82.50
003-143-016-000	307	ABBEY ST	82.50
003-143-017-000	305	ABBEY ST	82.50
003-144-001-000	215	BAKER ST	82.50
003-144-003-000	210	GRANT AVE	82.50
003-144-004-000	208	GRANT AVE	990.00
003-144-005-000	610	2ND ST	82.50
003-144-007-000	203	BAKER ST	82.50
003-144-008-000	205	BAKER ST	82.50
003-144-011-000	212	GRANT AVE	82.50
003-144-012-000	214	GRANT AVE	82.50
003-144-013-000	209	BAKER ST	82.50
003-144-015-000	600	2ND ST	165.00
003-146-001-000	215	ABBEY ST	82.50
003-146-002-000	218	EDWARDS ST	82.50
003-146-003-000	216	EDWARDS ST	82.50
003-146-004-000	214	EDWARDS ST	82.50
003-146-005-000	212	EDWARDS ST	82.50
003-146-007-000	204	EDWARDS ST A & B	165.00
003-146-011-000	207	ABBEY ST	82.50
003-146-012-000	209	ABBEY ST	82.50
003-146-013-000	211	ABBEY ST	82.50
003-146-014-000	210	EDWARDS ST	165.00
003-146-015-000	206	EDWARDS ST	82.50
003-146-017-000	205	ABBEY ST	82.50
003-146-018-000	416-18	2ND ST	165.00
003-146-019-000	201	ABBEY ST	82.50
003-146-020-000	203	ABBEY ST	82.50
003-151-001-000	617	1ST ST	82.50
003-151-002-000	14	GRANT AVE	82.50
003-151-003-000	12	GRANT AVE	82.50
003-151-004-000	8	GRANT AVE	26.25
003-151-008-000	611	1ST ST	82.50
003-151-013-000	601	1ST ST	82.50
003-151-014-000	605	1ST ST	82.50
003-151-021-000	11	BAKER ST	990.00
003-151-026-000	2	GRANT AVE	26.25
003-151-028-000	600-604	RAILROAD AVE	26.25
003-151-029-000	606	RAILROAD AVE	26.25
003-152-001-000		GRANT AVE	82.50
003-152-002-000	108	GRANT AVE	825.00
003-152-003-000	104	GRANT AVE	82.50
003-152-004-000	618	1ST ST	82.50
003-152-005-000	612	1ST ST	82.50
003-152-006-000	600	1ST ST	82.50
003-152-007-000	105	BAKER ST	82.50
003-152-008-000	109	BAKER ST	82.50
003-152-009-000	111	BAKER ST	82.50
003-152-010-000	113	BAKER ST	82.50
003-152-011-000	115	BAKER ST	82.50
003-152-012-000	117	BAKER ST	165.00
003-152-013-000	607	2ND ST	82.50
003-152-014-000	611	2ND ST	82.50
003-153-001-000	16	BAKER ST	82.50
003-153-004-000	10	BAKER ST	26.25

APN		Situs Address	Charge
003-153-005-000	8	BAKER ST	82.50
003-153-006-000	510	RAILROAD AVE	26.25
003-153-007-000	504	RAILROAD AVE	26.25
003-153-008-000	3-5	EDWARDS ST	26.25
003-153-009-000	7	EDWARDS ST	26.25
003-153-010-000	9	EDWARDS ST	82.50
003-153-011-000	15	EDWARDS ST	82.50
003-153-015-000	511	1ST ST	82.50
003-153-017-000	12	BAKER ST	82.50
003-153-018-000	14	BAKER ST	82.50
003-154-001-000	517	2ND ST	82.50
003-154-002-000	114	BAKER ST	82.50
003-154-003-000	110	BAKER ST	82.50
003-154-008-000	105	EDWARDS ST	82.50
003-154-009-000	107	EDWARDS ST	82.50
003-154-010-000	111	EDWARDS ST	82.50
003-154-013-000	115	EDWARDS ST	82.50
003-154-015-000	515	2ND ST	82.50
003-154-016-000	500	1ST ST	82.50
003-154-017-000	512	1ST ST	26.25
003-155-002-000	12	EDWARDS ST	82.50
003-155-004-000	416	RAILROAD AVE	26.25
003-155-005-000	400	RAILROAD AVE	26.25
003-155-006-000	5	ABBAY ST	26.25
003-155-007-000	11	ABBAY ST	82.50
003-155-008-000	15	ABBAY ST	82.50
003-155-009-000	17	ABBAY ST	26.25
003-155-011-000	415	1ST ST	82.50
003-155-013-000	409	1ST ST	82.50
003-155-014-000	8	EDWARDS ST	82.50
003-155-015-000	4	EDWARDS ST	26.25
003-156-003-000	106	EDWARDS ST	82.50
003-156-004-000	104	EDWARDS ST	82.50
003-156-005-000	418	1ST ST	82.50
003-156-007-000	105	ABBAY ST	82.50
003-156-009-000	119	ABBAY ST	82.50
003-156-010-000	121	ABBAY ST	82.50
003-156-011-000	123	ABBAY ST	82.50
003-156-013-000	417	2ND ST	82.50
003-156-014-000	415	2ND ST	82.50
003-156-015-000	108	EDWARDS ST	165.00
003-156-016-000	110	EDWARDS ST	82.50
003-156-017-000	111	ABBAY ST	82.50
003-156-018-000	115	ABBAY ST	165.00
003-156-019-000	412	1ST ST	82.50
003-156-020-000	408	1ST ST	82.50
003-156-021-000	101	ABBAY ST	82.50
003-160-003-000	11	E BAKER ST	26.25
003-160-004-000	10	E GRANT AVE	82.50
003-160-005-000	12	E GRANT AVE	82.50
003-160-010-000	13	E EDWARDS ST	26.25
003-160-012-000	24	E BAKER ST	82.50
003-160-013-000	26	E BAKER ST	82.50
003-160-014-000	516	EAST ST	82.50
003-160-016-000	25	E EDWARDS ST	82.50
003-160-020-000	22	E EDWARDS ST	82.50
003-160-021-000	20	E EDWARDS ST	82.50
003-160-022-000	11	E ABBAY ST	26.25
003-160-023-000	10	E EDWARDS ST	26.25
003-160-025-000	8	E EDWARDS ST	26.25
003-160-028-000	512-514	EAST ST	165.00
003-160-029-000	27	E EDWARDS ST	82.50
003-160-032-000	15	E BAKER ST	82.50
003-160-033-000	13	E BAKER ST	26.25
003-160-035-000	25	E BAKER ST	330.00

APN		Situs Address	Charge
003-160-036-000	19	E ABBEY ST	82.50
003-160-037-000	21	E ABBEY ST	82.50
003-160-041-000	18	E BAKER ST	82.50
003-160-042-000	21	E EDWARDS ST	82.50
003-160-043-000	20	E BAKER ST	82.50
003-160-044-000	23	E EDWARDS ST	82.50
003-160-047-000	7	E EDWARDS ST	26.25
003-160-048-000	11	E EDWARDS ST	26.25
003-160-053-000	7	E BAKER ST	26.25
003-160-054-000		E BAKER ST	26.25
003-160-055-000		E BAKER ST	26.25
003-160-058-000	29	E ABBEY ST	82.50
003-160-060-000	23	E ABBEY ST	82.50
003-160-062-000	613	RAILROAD AVE	26.25
003-160-063-000	517	RAILROAD AVE	26.25
003-160-064-000			26.25
003-160-065-000		E EDWARDS ST	82.50
003-160-066-000		E EDWARDS ST	82.50
003-171-001-000	437	ABBEEY ST	165.00
003-171-002-000	438	EDWARDS ST	82.50
003-171-003-000	436	EDWARDS ST	165.00
003-171-004-000	434	EDWARDS ST	82.50
003-171-005-000	432	EDWARDS ST	82.50
003-171-006-000	430	EDWARDS ST	82.50
003-171-009-000	418	HAVEN ST	26.25
003-171-010-000	419	HAVEN ST	165.00
003-171-011-000	421	ABBEEY ST	82.50
003-171-012-000	423	ABBEEY ST	82.50
003-171-014-000	431	ABBEEY ST	82.50
003-171-015-000	433	ABBEEY ST	330.00
003-171-016-000	435	ABBEEY ST	82.50
003-171-017-000	425	ABBEEY ST	82.50
003-171-018-000	427	ABBEEY ST	82.50
003-171-019-000	422	EDWARDS ST	82.50
003-171-020-000	424	EDWARDS ST	82.50
003-171-021-000	428	EDWARDS ST	82.50
003-171-022-000	426	EDWARDS ST	82.50
003-172-001-000	439	MAIN ST	82.50
003-172-005-000	430	ABBEEY ST	82.50
003-172-006-000	428	ABBEEY ST	82.50
003-172-007-000	424	ABBEEY ST	82.50
003-172-008-000	422	ABBEEY ST	165.00
003-172-009-000	318	HAVEN ST	82.50
003-172-012-000	423	MAIN ST	82.50
003-172-013-000	427	MAIN ST	82.50
003-172-014-000	431	MAIN ST	82.50
003-172-015-000	433	MAIN ST	82.50
003-172-016-000	435	MAIN ST	82.50
003-172-017-000	437	MAIN ST	82.50
003-172-018-000	421	MAIN ST	82.50
003-172-019-000	432	ABBEEY ST	82.50
003-172-022-000	434	ABBEEY ST	82.50
003-172-023-000		ABBEEY ST	82.50
003-173-003-000	400	EDWARDS ST	82.50
003-173-010-000	415	ABBEEY ST	82.50
003-173-011-000	411	ABBEEY ST	82.50
003-173-012-000	407	ABBEEY ST	82.50
003-173-013-000	409	ABBEEY ST	82.50
003-173-014-000	413	ABBEEY ST	82.50
003-173-015-000	401	ABBEEY ST	82.50
003-173-018-000	405	W ABBEEY ST	82.50
003-173-019-000	410	EDWARDS ST	82.50
003-173-020-000	414	EDWARDS ST	82.50
003-173-021-000	412	EDWARDS ST	82.50
003-173-022-000	406	EDWARDS ST	82.50

APN		Situs Address	Charge
003-173-023-000	403	ABBAY ST	82.50
003-173-024-000	404	EDWARDS ST	82.50
003-173-025-000	417	HAVEN ST	82.50
003-173-026-000	416	EDWARDS ST	82.50
003-175-002-000	410	MAIN ST	82.50
003-175-005-000	200	4TH ST	82.50
003-175-006-000	403	RUSSELL ST	82.50
003-175-007-000	405-407	RUSSELL ST	247.50
003-175-008-000	409-411	RUSSELL ST	247.50
003-175-009-000	406	MAIN ST	82.50
003-175-010-000	408	MAIN ST	82.50
003-175-012-000	412	MAIN ST	165.00
003-175-013-000	413 1/2	RUSSELL ST	82.50
003-175-014-000	413	RUSSELL ST	82.50
003-182-061-000	205	EMERY ST	82.50
003-182-062-000	438	MAIN ST	82.50
003-182-063-000	436	MAIN ST	82.50
003-182-064-000	434	MAIN ST	82.50
003-182-065-000	424	MAIN ST	82.50
003-182-066-000	422	MAIN ST	82.50
003-182-067-000	418	MAIN ST	82.50
003-182-068-000	416	MAIN ST	82.50
003-182-069-000	414	MAIN ST	82.50
003-182-071-000	437	RUSSELL ST	82.50
003-182-072-000	435	RUSSELL ST	82.50
003-182-073-000	433	RUSSELL ST	82.50
003-182-074-000	431	RUSSELL ST	82.50
003-182-076-000	425	RUSSELL ST	82.50
003-182-077-000	423	RUSSELL ST	82.50
003-182-078-000	421	RUSSELL ST	82.50
003-182-079-000	419	RUSSELL ST	82.50
003-182-080-000	417	RUSSELL ST	82.50
003-182-081-000	415	RUSSELL ST	82.50
003-182-082-000	430	MAIN ST	82.50
003-182-083-000	430	MAIN ST	82.50
003-182-084-000	428	MAIN ST	82.50
003-182-085-000	426	MAIN ST	82.50
003-182-086-000	427	RUSSELL ST	82.50
003-182-090-000	429	RUSSELL ST	82.50
003-182-091-000	203	EMERY ST	82.50
003-182-092-000	439	RUSSELL ST	82.50
003-183-016-000	442	RUSSELL ST	82.50
003-183-017-000	444	RUSSELL ST	82.50
003-183-020-000	446	RUSSELL ST	82.50
003-183-022-000	434	RUSSELL ST	82.50
003-183-023-000	432	RUSSELL ST	82.50
003-183-024-000	430	RUSSELL ST	82.50
003-183-025-000	428	RUSSELL ST	82.50
003-183-026-000	426	RUSSELL ST	82.50
003-183-027-000	424	RUSSELL ST	82.50
003-183-029-000	440	RUSSELL ST	165.00
003-183-032-000	422	RUSSELL ST	247.50
003-183-034-000	420	RUSSELL ST	82.50
003-183-035-000	436	RUSSELL ST	82.50
003-183-036-000	438	RUSSELL ST	82.50
003-183-037-000	206	EMERY ST	82.50
003-183-038-000	204	EMERY ST	82.50
003-183-039-000	202 1/2	EMERY ST	165.00
003-183-040-000	445	RUSSELL ST	82.50
003-183-042-000	416	RUSSELL ST	82.50
003-183-043-000	418	RUSSELL ST	82.50
003-183-044-000	456	RUSSELL ST	82.50
003-183-045-000	454	RUSSELL BLVD	82.50
003-183-047-000	450	RUSSELL ST	82.50
003-183-048-000	447	RUSSELL ST	82.50

APN		Situs Address	Charge
003-183-049-000		RUSSELL ST	82.50
003-183-050-000	455	RUSSELL ST	82.50
003-191-001-000	311	MAIN ST	82.50
003-191-005-000	302	ABBAY ST	26.25
003-191-006-000	301	MAIN ST	26.25
003-191-007-000	303	MAIN ST	26.25
003-191-008-000	305	MAIN ST	82.50
003-191-009-000	307	MAIN ST	82.50
003-191-010-000	309	MAIN ST	82.50
003-191-011-000	310	ABBAY ST	82.50
003-191-012-000	312	ABBAY ST	82.50
003-191-013-000	308	ABBAY ST	82.50
003-191-014-000	306	ABBAY ST	82.50
003-191-015-000	316	ABBAY ST	82.50
003-191-016-000	314	ABBAY ST	82.50
003-192-001-000	201	4TH ST	82.50
003-192-002-000	310	MAIN ST	26.25
003-192-003-000	308	MAIN ST	82.50
003-192-004-000	310	MAIN ST	82.50
003-192-005-000	304	MAIN ST	82.50
003-192-006-000	302	MAIN ST	82.50
003-192-007-000	300	MAIN ST	82.50
003-192-008-000	301	RUSSELL ST	82.50
003-192-009-000	303	RUSSELL ST	82.50
003-192-010-000	305	RUSSELL ST	82.50
003-192-012-000	307	RUSSELL ST	82.50
003-192-013-000	311	RUSSELL ST	82.50
003-193-001-000	213	MAIN ST	82.50
003-193-003-000	210	ABBAY ST	82.50
003-193-004-000	208	ABBAY ST	82.50
003-193-005-000	206	ABBAY ST	82.50
003-193-007-000	201	MAIN ST	26.25
003-193-008-000	205	MAIN ST	82.50
003-193-009-000	209	MAIN ST	82.50
003-193-010-000	214	ABBAY ST	165.00
003-193-011-000	212	ABBAY ST	82.50
003-193-012-000	310	2ND ST	165.00
003-193-013-000	204	ABBAY ST	82.50
003-194-001-000	211	RUSSELL ST	82.50
003-194-002-000	212	MAIN ST	82.50
003-194-003-000	210	MAIN ST	82.50
003-194-004-000	208	MAIN ST	82.50
003-194-005-000	206	MAIN ST	82.50
003-194-006-000	204	MAIN ST	82.50
003-194-007-000	226	2ND ST	82.50
003-194-010-000	209	RUSSELL ST	82.50
003-194-011-000	203-205	RUSSELL ST	26.25
003-201-001-000	116	ABBAY ST	165.00
003-201-002-000	110	ABBAY ST	82.50
003-201-003-000	106	ABBAY ST	82.50
003-201-008-000	107	MAIN ST	26.25
003-201-012-000	119	MAIN ST	26.25
003-201-013-000	311	2ND ST	82.50
003-201-015-000	111-117	MAIN ST	26.25
003-201-016-000	101	MAIN ST	26.25
003-202-002-000	112	MAIN ST	82.50
003-202-003-000	110	MAIN ST	82.50
003-202-004-000	108	MAIN ST	26.25
003-202-005-000	106	MAIN ST	26.25
003-202-006-000	100-104	MAIN ST	26.25
003-202-007-000	208	1ST ST	82.50
003-202-010-000	107	RUSSELL ST	82.50
003-202-011-000	123	RUSSELL ST	82.50
003-202-012-000	129	RUSSELL ST	82.50
003-202-013-000	116	MAIN ST	165.00

APN		Situs Address	Charge
003-202-014-000	114	MAIN ST	82.50
003-202-015-000	101	RUSSELL ST	82.50
003-202-017-000	105	RUSSELL ST	82.50
003-203-001-000	48	MAIN ST	26.25
003-203-002-000		MAIN ST	26.25
003-203-003-000	211	1ST ST	26.25
003-203-004-000	42-44	MAIN ST	26.25
003-203-005-000	36	MAIN ST	26.25
003-203-006-000	34	MAIN ST	26.25
003-203-007-000	30	MAIN ST	26.25
003-203-008-000	26	MAIN ST	26.25
003-203-009-000	22	MAIN ST	26.25
003-203-010-000	14	MAIN ST	26.25
003-203-011-000	2-10	MAIN ST/210 RAILROAD	26.25
003-203-012-000	200-208	RAILROAD AVE	26.25
003-203-013-000	7	RUSSELL ST	82.50
003-203-014-000	9	RUSSELL ST	82.50
003-203-015-000	11	RUSSELL ST	82.50
003-203-017-000	18	MAIN ST	26.25
003-204-002-000	311	1ST ST	26.25
003-204-005-000	318	RAILROAD AVE	26.25
003-204-006-000	314	RAILROAD AVE	26.25
003-204-007-000	310-312	RAILROAD AVE	26.25
003-204-008-000	1 - 7	MAIN ST	26.25
003-204-009-000	7-11	MAIN ST	26.25
003-204-010-000	15 A & B	MAIN ST	26.25
003-204-011-000	19-23	MAIN ST	26.25
003-204-012-000	23	MAIN ST	26.25
003-204-013-000	31	MAIN ST	26.25
003-204-014-000	33	MAIN ST	26.25
003-204-015-000	35	MAIN ST	26.25
003-204-016-000	37	MAIN ST	26.25
003-204-017-000	41-47	MAIN ST	26.25
003-221-001-000	11	E MAIN ST	82.50
003-221-002-000	14	E ABBEY ST	82.50
003-221-003-000	16	E ABBEY ST	165.00
003-221-004-000	22	E ABBEY ST	82.50
003-221-005-000	24	E ABBEY ST	82.50
003-221-006-000	26	E ABBEY ST	82.50
003-221-008-000	300	EAST ST	495.00
003-221-009-000	23	E MAIN ST	82.50
003-221-012-000	13	E MAIN ST	82.50
003-221-014-000	21	E MAIN ST	165.00
003-221-015-000	17	E MAIN ST	82.50
003-221-017-000	28	E ABBEY ST	577.50
003-222-003-000	107	ELLIOT ST	165.00
003-222-005-000	10	E MAIN ST	82.50
003-222-012-000	24	E MAIN ST	82.50
003-222-013-000	26	E MAIN ST	82.50
003-222-014-000	28	E MAIN ST	82.50
003-222-016-000	30	E MAIN ST	82.50
003-222-019-000	102	ELLIOT ST	577.50
003-222-020-000	101	ELLIOT ST	412.50
003-222-021-000	14	E MAIN ST	82.50
003-222-022-000	12	E MAIN ST	82.50
003-222-023-000	20	E MAIN ST	82.50
003-223-002-000	305	EAST ST	82.50
003-223-003-000	307	EAST ST	82.50
003-223-005-000	31	E MAIN ST	82.50
003-223-007-000	29	E MAIN ST	82.50
003-224-002-000	8	E ABBEY ST	26.25
003-224-003-000	5 & 7	E MAIN ST	26.25
003-224-004-000	9	E MAIN ST	26.25
003-230-006-000	106	3RD ST	82.50
003-230-007-000	104	3RD ST	82.50

APN		Situs Address	Charge
003-230-008-000	102	3RD ST	82.50
003-230-009-000	312	RUSSELL ST	82.50
003-230-010-000	114	3RD ST	82.50
003-230-017-000	102	RIVERVIEW CT	26.25
003-230-019-000	118	3RD ST	82.50
003-230-020-000	116	3RD ST	82.50
003-230-024-000	120	LIWAI VILLAGE CT	82.50
003-230-025-000	116	LIWAI VILLAGE CT	82.50
003-230-029-000	112	LIWAI VILLAGE CT	82.50
003-230-030-000	108	LIWAI VILLAGE CT	82.50
003-241-001-000	101	3RD ST	82.50
003-241-002-000	105	3RD ST	82.50
003-241-003-000	107	3RD ST	165.00
003-241-005-000	206	RUSSELL ST	82.50
003-241-008-000	108	2ND ST	82.50
003-241-009-000	102	2ND ST	82.50
003-241-012-000	100	WOLFSKILL ST	82.50
003-241-013-000		WOLFSKILL ST	82.50
003-241-015-000		RAILROAD AVE	82.50
003-241-017-000	204	RUSSELL ST	82.50
003-241-019-000	202	RUSSELL ST	82.50
003-241-021-000	200	WOLFSKILL ST	82.50
003-241-022-000	102	WOLFSKILL ST	82.50
003-241-023-000	210	RUSSELL ST	412.50
003-241-024-000	109	3RD ST	82.50
003-241-025-000		RUSSELL ST	82.50
003-241-027-000	110	2ND ST	82.50
003-242-001-000	105	2ND ST	82.50
003-242-003-000	115	2ND ST	82.50
003-242-004-000	124	RUSSELL ST	82.50
003-242-005-000	120	RUSSELL ST	82.50
003-242-010-000	100	1ST ST	82.50
003-242-011-000	106	RUSSELL ST	82.50
003-242-013-000	117	2ND ST	82.50
003-242-014-000	102-104	RUSSELL ST	82.50
003-242-015-000	105	WOLFSKILL ST	330.00
003-242-016-000	118	1ST ST/100 RUSSELL ST	82.50
003-242-017-000	110	1ST ST	82.50
003-243-002-000	10	RUSSELL ST	82.50
003-243-003-000	8	RUSSELL ST	82.50
003-243-005-000	12	RUSSELL ST	165.00
003-243-006-000	14	RUSSELL ST	165.00
003-243-007-000	6	RUSSELL ST	82.50
003-243-008-000	2	RUSSELL ST	26.25
003-271-002-000	802	HEMENWAY ST	82.50
003-271-008-000	804	HEMENWAY ST	82.50
003-271-009-000	800	HEMENWAY ST	82.50
003-271-011-000	900	HEMENWAY ST	82.50
003-271-012-000	902	HEMENWAY ST	82.50
003-271-013-000	302	ROSA AVE	82.50
003-271-014-000	300	ROSA AVE	82.50
003-271-015-000	304	ROSA AVE	82.50
003-271-016-000	306	ROSA AVE	82.50
003-271-017-000	308	ROSA AVE	82.50
003-271-018-000	310	ROSA AVE	82.50
003-271-019-000	312	ROSA AVE	82.50
003-271-020-000	314	ROSA AVE	82.50
003-271-021-000	315	PEACH PL	82.50
003-271-022-000	313	PEACH PL	82.50
003-271-023-000	311	PEACH PL	82.50
003-271-024-000	309	PEACH PL	82.50
003-271-025-000	307	PEACH PL	82.50
003-271-026-000	304	PEACH PL	82.50
003-271-027-000	306	PEACH PL	82.50
003-271-028-000	308	PEACH PL	82.50

APN		Situs Address	Charge
003-271-029-000	310	PEACH PL	82.50
003-271-030-000	312	PEACH PL	82.50
003-271-031-000	803	APRICOT AVE	82.50
003-271-032-000	319	ANDERSON AVE	82.50
003-271-033-000	315	ANDERSON AVE	82.50
003-271-034-000	311	ANDERSON AVE	82.50
003-271-035-000	307	ANDERSON AVE	82.50
003-271-036-000	303	ANDERSON AVE	82.50
003-272-003-000	301	ROSA AVE	82.50
003-272-004-000	303	ROSA AVE	82.50
003-272-005-000	305	ROSA AVE	82.50
003-272-006-000	307	ROSA AVE	82.50
003-272-007-000	309	ROSA AVE	82.50
003-272-008-000	311	ROSA AVE	82.50
003-272-009-000	313	ROSA AVE	82.50
003-272-010-000	315	ROSA AVE	82.50
003-272-011-000	317	ROSA AVE	82.50
003-272-012-000	910	APRICOT AVE	82.50
003-272-013-000	908	APRICOT AVE	82.50
003-272-014-000	906	APRICOT AVE	82.50
003-272-015-000	904	APRICOT AVE	82.50
003-272-016-000	902	APRICOT AVE	82.50
003-272-017-000	900	APRICOT AVE	82.50
003-272-018-000	804	APRICOT AVE	82.50
003-272-019-000	802	APRICOT AVE	82.50
003-272-020-000	800	APRICOT AVE	82.50
003-273-001-000	213	ROSA AVE	82.50
003-273-002-000	211	ROSA AVE	82.50
003-273-003-000	209	ROSA AVE	82.50
003-273-004-000	207	ROSA AVE	82.50
003-273-005-000	205	ROSA AVE	82.50
003-273-006-000	203	ROSA AVE	82.50
003-273-007-000	201	ROSA AVE	82.50
003-274-001-000	212	ROSA AVE	82.50
003-274-002-000	210	ROSA AVE	82.50
003-274-003-000	208	ROSA AVE	82.50
003-274-004-000	206	ROSA AVE	82.50
003-274-005-000	204	ROSA AVE	82.50
003-274-006-000	202	ROSA AVE	82.50
003-274-007-000	200	ROSA AVE	82.50
003-274-008-000	902	MERMOD PL	82.50
003-274-009-000	203	LENIS AVE	82.50
003-274-010-000	205	LENIS AVE	82.50
003-274-011-000	207	LENIS AVE	82.50
003-274-012-000	209	LENIS AVE	82.50
003-274-013-000	211	LENIS AVE	82.50
003-274-014-000	213	LENIS AVE	82.50
003-275-001-000	905	MERMOD PL	82.50
003-275-002-000	907	MERMOD PL	82.50
003-275-003-000	909	MERMOD PL	82.50
003-275-004-000	1001	MERMOD PL	82.50
003-275-005-000	1003	MERMOD PL	82.50
003-275-006-000	903	MERMOD PL	26.25
003-275-007-000	901	MERMOD PL	82.50
003-275-008-000	605	MERMOD PL	82.50
003-275-009-000	803	MERMOD PL	82.50
003-275-010-000	113	ANDERSON AVE	82.50
003-276-001-000	213	ANDERSON AVE	82.50
003-276-002-000	212	LENIS AVE	82.50
003-276-003-000	210	LENIS AVE	82.50
003-276-004-000	208	LENIS AVE	82.50
003-276-005-000	206	LENIS AVE	82.50
003-276-006-000	204	LENIS AVE	82.50
003-276-007-000	202	LENIS AVE	82.50
003-276-008-000	806	MERMOD PL	82.50

APN		Situs Address	Charge
003-276-009-000	201	ANDERSON AVE	82.50
003-276-010-000	203	ANDERSON AVE	82.50
003-276-011-000	205	ANDERSON AVE	82.50
003-276-012-000	207	ANDERSON AVE	82.50
003-276-013-000	209	ANDERSON AVE	82.50
003-276-014-000	211	ANDERSON AVE	82.50
003-281-007-000	716	HEMENWAY ST	82.50
003-281-008-000	716	HEMENWAY ST	82.50
003-281-009-000	714	HEMENWAY ST	82.50
003-281-010-000	712	HEMENWAY ST	82.50
003-281-011-000	710	HEMENWAY ST	82.50
003-281-012-000	708	HEMENWAY ST	82.50
003-281-013-000	700	HEMENWAY ST	82.50
003-281-016-000	301	GRANT AVE	82.50
003-281-034-000	213	GRANT AVE	82.50
003-281-035-000	215	GRANT AVE	82.50
003-282-002-000	18	ANDERSON AVE	990.00
003-282-003-000	14	ANDERSON AVE	577.50
003-282-004-000	12	ANDERSON AVE	82.50
003-282-011-000	704	RAILROAD AVE	660.00
003-282-016-000	11	GRANT AVE	26.25
003-282-019-000	106	ANDERSON AVE	330.00
003-282-020-000		MERMUD RD	82.50
003-282-021-000	10	ANDERSON AVE	82.50
003-282-022-000	722	RAILROAD AVE	82.50
003-282-023-000	717	HEMENWAY ST	82.50
003-282-024-000	715	HEMENWAY ST	82.50
003-282-025-000	3	GRANT AVE	26.25
003-321-001-000	709	DUTTON ST	26.25
003-321-003-000	19	E GRANT AVE	82.50
003-321-004-000	15	E GRANT AVE	82.50
003-322-003-000	710	DUTTON ST	26.25
003-322-020-000	723	RAILROAD AVE	26.25
003-322-022-000		RAILROAD AVE	26.25
003-322-024-000	723	RAILROAD AVE	26.25
003-330-007-000		WALNUT LN	82.50
003-330-011-000	801	DUTTON ST	3,217.50
003-330-013-000		CR 89	82.50
003-330-016-000	807	RAILROAD AVE	26.25
003-330-017-000		CR 89	26.25
003-330-018-000		DUTTON ST	26.25
003-330-019-000	812	WALNUT LN	82.50
003-330-020-000	810	WALNUT LN	82.50
003-330-021-000	808	WALNUT LN	82.50
003-330-022-000	804	WALNUT LN	82.50
003-330-023-000	800	WALNUT LN	82.50
003-330-024-000		CR 89	82.50
003-341-001-000	401	PEAR PL	82.50
003-341-002-000	403	PEAR PL	82.50
003-341-003-000	405	PEAR PL	82.50
003-341-004-000	407	PEAR PL	82.50
003-341-005-000	406	PEAR PL	82.50
003-341-006-000	404	PEAR PL	82.50
003-341-007-000	402	PEAR PL	82.50
003-341-008-000	724	APRICOT AVE	82.50
003-341-009-000	720	APRICOT AVE	82.50
003-341-010-000	716	APRICOT AVE	82.50
003-341-011-000	403	PLUM PL	82.50
003-341-012-000	405	PLUM PL	82.50
003-341-013-000	407	PLUM PL	82.50
003-341-014-000	409	PLUM PL	82.50
003-341-015-000	411	PLUM PL	82.50
003-341-016-000	412	PLUM PL	82.50
003-341-017-000	410	PLUM PL	82.50
003-341-018-000	408	PLUM PL	82.50

APN		Situs Address	Charge
003-341-019-000	406	PLUM PL	82.50
003-341-020-000	404	PLUM PL	82.50
003-341-021-000	402	PLUM PL	82.50
003-341-022-000	400	PLUM PL	82.50
003-341-023-000	401	LUIS PL	82.50
003-341-024-000	403	LUIS PL	82.50
003-341-025-000	405	LUIS PL	82.50
003-341-026-000	407	LUIS PL	82.50
003-341-027-000	409	LUIS PL	82.50
003-341-028-000	411	LUIS PL	82.50
003-341-029-000	412	LUIS PL	82.50
003-341-030-000	410	LUIS PL	82.50
003-341-031-000	408	LUIS PL	82.50
003-341-032-000	406	LUIS PL	82.50
003-341-033-000	404	LUIS PL	82.50
003-341-034-000	402	LUIS PL	82.50
003-341-035-000	400	LUIS PL	82.50
003-341-036-000	401	GRANT AVE	82.50
003-341-037-000	403	GRANT AVE	82.50
003-341-038-000	405	GRANT AVE	82.50
003-341-039-000	407	GRANT AVE	82.50
003-341-040-000	409	GRANT AVE	82.50
003-341-041-000	411	GRANT AVE	82.50
003-341-042-000	413	GRANT AVE	82.50
003-342-010-000	719	APRICOT AVE	82.50
003-342-011-000	721	APRICOT AVE	82.50
003-342-012-000	723	APRICOT AVE	82.50
003-342-015-000	717	APRICOT AVE	82.50
003-342-016-000	715	APRICOT AVE	82.50
003-342-017-000	713	APRICOT AVE	82.50
003-342-018-000	711	APRICOT AVE	82.50
003-342-019-000	709	APRICOT AVE	82.50
003-342-020-000	707	APRICOT AVE	82.50
003-342-021-000	705	APRICOT AVE	82.50
003-342-022-000	703	APRICOT AVE	82.50
003-342-023-000	701	APRICOT AVE	82.50
003-342-024-000		APRICOT AVE	82.50
003-342-025-000	725	APRICOT AVE	82.50
003-350-002-000	807	WALNUT LN	82.50
003-350-003-000	803	WALNUT LN	82.50
003-350-004-000	711	WALNUT LN	82.50
003-350-005-000	709	WALNUT LN	82.50
003-350-006-000	101	E GRANT AVE	82.50
003-350-007-000	121	E GRANT AVE	26.25
003-350-011-000	111	E GRANT AVE	26.25
003-350-012-000	115	E GRANT AVE	26.25
003-360-001-000	844	WALNUT LN	82.50
003-360-002-000	842	WALNUT LN	82.50
003-360-005-000		WALNUT LN	26.25
003-360-010-000	1035	RAILROAD AVE	82.50
003-360-012-000	836	WALNUT LN	82.50
003-360-013-000		RAILROAD AVE PCL E	26.25
003-360-014-000		RAILROAD AVE	26.25
003-360-015-000	1029	RAILROAD AVE	26.25
003-360-016-000	1029	RAILROAD AVE	26.25
003-360-018-000		RAILROAD AVE	82.50
003-360-019-000	840	WALNUT LN	82.50
003-360-020-000	127	CARRION CT (PRIVATE)	165.00
003-360-021-000	125	CARRION CT (PRIVATE)	82.50
003-360-022-000	126	CARRION CT (PRIVATE)	82.50
003-360-023-000	128	CARRION CT (PRIVATE)	82.50
003-370-006-000	400	MORGAN ST	3,135.00
003-370-023-000	509	EAST ST	82.50
003-370-024-000	507	EAST ST	82.50
003-370-025-000	505	EAST ST	26.25

APN		Situs Address	Charge
003-370-026-000	511	EAST ST	82.50
003-370-027-000	180-188	E GRANT AVE	26.25
003-370-032-000	405	EAST ST	82.50
003-370-033-000		EAST ST	82.50
003-370-034-000		E BAKER ST	3,630.00
003-370-039-000	501	EAST ST	26.25
003-380-001-000	127	WESTWOOD CT	82.50
003-380-002-000	123	WESTWOOD CT	82.50
003-380-003-000	119	WESTWOOD CT	82.50
003-380-004-000	115	WESTWOOD CT	82.50
003-380-005-000	111	WESTWOOD CT	82.50
003-380-006-000	107	WESTWOOD CT	82.50
003-380-007-000	103	WESTWOOD CT	82.50
003-380-008-000	100	WESTWOOD CT	82.50
003-380-009-000	104	WESTWOOD CT	82.50
003-380-010-000	108	WESTWOOD CT	82.50
003-380-011-000	112	WESTWOOD CT	82.50
003-380-012-000	116	WESTWOOD CT	82.50
003-380-013-000	120	WESTWOOD CT	82.50
003-380-014-000	124	WESTWOOD CT	82.50
003-380-015-000	316	RUSSELL ST	82.50
003-380-016-000	129	RIVERVIEW CT	82.50
003-380-017-000	125	RIVERVIEW CT	82.50
003-380-018-000	121	RIVERVIEW CT	82.50
003-380-019-000	117	RIVERVIEW CT	82.50
003-380-020-000	113	RIVERVIEW CT	82.50
003-380-021-000	109	RIVERVIEW CT	82.50
003-380-022-000	105	RIVERVIEW CT	82.50
003-380-023-000	101	RIVERVIEW CT	82.50
003-380-024-000	102	RIVERVIEW CT	82.50
003-380-025-000	106	RIVERVIEW CT	82.50
003-380-026-000	110	RIVERVIEW CT	82.50
003-380-027-000	114	RIVERVIEW CT	82.50
003-380-028-000	118	RIVERVIEW CT	82.50
003-380-029-000	122	RIVERVIEW CT	82.50
003-380-030-000	126	RIVERVIEW CT	82.50
003-380-031-000	130	RIVERVIEW CT	82.50
003-391-001-000	790	APRICOT AVE	82.50
003-391-002-000	786	APRICOT AVE	82.50
003-391-003-000	782	APRICOT AVE	82.50
003-391-004-000	778	APRICOT AVE	82.50
003-391-005-000		APRICOT AVE	82.50
003-392-001-000	720	HEMENWAY ST	82.50
003-392-002-000	777	APRICOT AVE	82.50
003-392-003-000	781	APRICOT AVE	82.50
003-392-004-000	785	APRICOT AVE	82.50
003-392-005-000	320	ANDERSON AVE	82.50
003-392-006-000	788	HILL PL	82.50
003-392-007-000	784	HILL PL	82.50
003-392-008-000	780	HILL PL	82.50
003-392-009-000	776	HILL PL	82.50
003-392-010-000	775	HILL PL	82.50
003-392-011-000	779	HILL PL	82.50
003-392-012-000	783	HILL PL	82.50
003-392-013-000	787	HILL PL	82.50
003-392-014-000	734	HEMENWAY ST	82.50
003-392-015-000	732	HEMENWAY ST	82.50
003-392-016-000	730	HEMENWAY ST	82.50
003-392-017-000	728	HEMENWAY ST	82.50
003-393-001-000	215	MERMOD RD	82.50
003-393-002-000	214	ANDERSON AVE	82.50
003-393-003-000	212	ANDERSON AVE	82.50
003-393-004-000	210	ANDERSON AVE	82.50
003-393-005-000	208	ANDERSON AVE	82.50
003-393-006-000	206	ANDERSON AVE	82.50

APN		Situs Address	Charge
003-393-007-000	734	MERMOD PL	82.50
003-393-008-000	732	MERMOD PL	82.50
003-393-009-000	207	MERMOD RD	82.50
003-393-010-000	209	MERMOD RD	82.50
003-393-011-000	211	MERMOD RD	82.50
003-393-012-000	213	MERMOD RD	82.50
003-394-001-000	113	MERMOD RD	82.50
003-394-002-000	114	ANDERSON AVE	82.50
003-395-001-000	729	HEMENWAY ST	82.50
003-395-002-000	212	MERMOD RD	82.50
003-395-003-000	210	MERMOD RD	82.50
003-395-004-000	208	MERMOD RD	82.50
003-395-005-000	206	MERMOD RD	82.50
003-395-006-000	204	MERMOD RD	82.50
003-395-007-000	202	MERMOD RD	82.50
003-395-008-000	200	MERMOD RD	82.50
003-395-009-000	114	MERMOD RD	82.50
003-401-001-000	450	ABBAY ST	82.50
003-401-002-000	454	ABBAY ST	82.50
003-401-003-000	458	ABBAY ST	82.50
003-401-004-000	469	MAIN ST	82.50
003-401-005-000	463	MAIN ST	82.50
003-401-006-000	459	MAIN ST	82.50
003-401-007-000	455	MAIN ST	82.50
003-401-008-000	451	MAIN ST	82.50
003-402-001-000	468	MAIN ST	82.50
003-402-002-000	464	MAIN ST	82.50
003-402-003-000	460	MAIN ST	82.50
003-402-004-000	456	MAIN ST	82.50
003-402-005-000	500	ABBAY ST	82.50
003-402-006-000	502	ABBAY ST	82.50
003-402-007-000	504	ABBAY ST	82.50
003-402-008-000	506	ABBAY ST	82.50
003-402-009-000	508	ABBAY ST	82.50
003-402-010-000	510	ABBAY ST	82.50
003-402-011-000	512	ABBAY ST	82.50
003-402-012-000	514	ABBAY ST	82.50
003-402-013-000	516	ABBAY ST	82.50
003-402-014-000	518	ABBAY ST	82.50
003-402-015-000	400	DRY CREEK LN	82.50
003-402-016-000	402	DRY CREEK LN	82.50
003-402-017-000	404	DRY CREEK LN	82.50
003-402-018-000	406	DRY CREEK LN	82.50
003-402-019-000	408	DRY CREEK LN	82.50
003-402-020-000	410	DRY CREEK LN	82.50
003-402-021-000	412	DRY CREEK LN	82.50
003-402-022-000	414	DRY CREEK LN	82.50
003-402-023-000	416	DRY CREEK LN	82.50
003-402-024-000	418	DRY CREEK LN	82.50
003-403-001-000	508	MAIN ST	82.50
003-403-002-000	504	MAIN ST	82.50
003-403-003-000	500	MAIN ST	82.50
003-403-004-000	488	MAIN ST	82.50
003-403-005-000	484	MAIN ST	82.50
003-403-006-000	480	MAIN ST	82.50
003-403-007-000	476	MAIN ST	82.50
003-403-008-000	472	MAIN ST	82.50
003-403-009-000	501	ABBAY ST	82.50
003-403-010-000	503	ABBAY ST	82.50
003-403-011-000	505	ABBAY ST	82.50
003-403-012-000	401	DRY CREEK LN	82.50
003-403-013-000	403	DRY CREEK LN	82.50
003-403-014-000	405	DRY CREEK LN	82.50
003-403-015-000	407	DRY CREEK LN	82.50
003-403-016-000	409	DRY CREEK LN	82.50

APN		Situs Address	Charge
003-403-017-000	411	DRY CREEK LN	82.50
003-403-018-000	413	DRY CREEK LN	82.50
003-403-019-000	415	DRY CREEK LN	82.50
003-403-020-000	417	DRY CREEK LN	82.50
003-403-022-000	512	MAIN ST	82.50
003-403-023-000	419	DRY CREEK LN	82.50
003-403-024-000	516	MAIN ST	82.50
003-404-001-000	450	EDWARDS ST	82.50
003-404-002-000	454	EDWARDS ST	82.50
003-404-003-000	458	EDWARDS ST	82.50
003-404-004-000	462	EDWARDS ST	82.50
003-404-005-000	466	EDWARDS ST	82.50
003-404-006-000	470	EDWARDS ST	82.50
003-404-007-000	474	EDWARDS ST	82.50
003-404-008-000	471	ABBAY ST	82.50
003-404-009-000	467	ABBAY ST	82.50
003-404-010-000	463	ABBAY ST	82.50
003-404-011-000	459	ABBAY ST	82.50
003-404-012-000	455	ABBAY ST	82.50
003-404-013-000	451	ABBAY ST	82.50
003-405-001-000	451	EDWARDS ST	82.50
003-405-002-000	455	EDWARDS ST	82.50
003-405-003-000	459	EDWARDS ST	82.50
003-405-004-000	463	EDWARDS ST	82.50
003-405-005-000	467	EDWARDS ST	82.50
003-405-006-000	471	EDWARDS ST	82.50
003-405-007-000	475	EDWARDS ST	82.50
003-405-008-000	507	MAIN ST	82.50
003-410-001-000	800	CARRION CIR	82.50
003-410-002-000	802	CARRION CIR	82.50
003-410-003-000	804	CARRION CIR	82.50
003-410-004-000	806	CARRION CIR	82.50
003-410-005-000	808	CARRION CIR	82.50
003-410-006-000	810	CARRION CIR	82.50
003-410-007-000	812	CARRION CIR	82.50
003-410-008-000	22	PRISCILLA CT	82.50
003-410-009-000	20	PRISCILLA CT	82.50
003-410-010-000	19	PRISCILLA CT	82.50
003-410-011-000	17	PRISCILLA CT	82.50
003-410-012-000	15	PRISCILLA CT	82.50
003-410-013-000	816	CARRION CIR	82.50
003-410-014-000	818	CARRION CIR	82.50
003-410-015-000	820	CARRION CIR	82.50
003-410-016-000	820	RAILROAD AVE	26.25
003-410-017-000	823	CARRION CIR	82.50
003-410-018-000	821	CARRION CIR	82.50
003-410-019-000	819	CARRION CIR	82.50
003-410-020-000	817	CARRION CIR	82.50
003-410-021-000	815	CARRION CIR	82.50
003-410-022-000	813	CARRION CIR	82.50
003-410-023-000	811	CARRION CIR	82.50
003-410-024-000	809	CARRION CIR	82.50
003-410-025-000	807	CARRION CIR	82.50
003-410-026-000	805	CARRION CIR	82.50
003-410-027-000	803	CARRION CIR	82.50
003-410-028-000	801	CARRION CIR	82.50
003-410-029-000	11	ANDERSON AVE	82.50
003-410-030-000	9	ANDERSON AVE	82.50
003-410-031-000	7	ANDERSON AVE	82.50
003-410-032-000	800	RAILROAD AVE	82.50
003-410-033-000	2	BETTY CT	82.50
003-410-034-000	4	BETTY CT	82.50
003-410-037-000	10	BETTY CT	82.50
003-410-038-000	9	BETTY CT	82.50
003-410-039-000	7	BETTY CT	82.50

APN		Situs Address	Charge
003-410-040-000	5	BETTY CT	82.50
003-410-041-000	3	BETTY CT	82.50
003-410-042-000	1	BETTY CT	82.50
003-410-043-000	6	BETTY CT	82.50
003-410-045-000	8	BETTY CT	82.50
003-421-003-000	1000	HEMENWAY ST	82.50
003-421-004-000	1002	HEMENWAY ST	82.50
003-421-005-000	1004	HEMENWAY ST	82.50
003-421-006-000	1006	HEMENWAY ST	82.50
003-421-007-000	1008	HEMENWAY ST	82.50
003-421-008-000	1010	HEMENWAY ST	82.50
003-421-009-000	1012	HEMENWAY ST	82.50
003-421-010-000	1014	HEMENWAY ST	82.50
003-421-011-000	1016	HEMENWAY ST	82.50
003-421-012-000	1018	HEMENWAY ST	82.50
003-421-013-000	1020	HEMENWAY ST	82.50
003-422-001-000	1001	HEMENWAY ST	82.50
003-422-002-000	1003	HEMENWAY ST	82.50
003-422-003-000	1005	HEMENWAY ST	82.50
003-422-004-000	1007	HEMENWAY ST	82.50
003-422-005-000	1009	HEMENWAY ST	82.50
003-422-006-000	1011	HEMENWAY ST	82.50
003-422-007-000	1013	HEMENWAY ST	82.50
003-422-008-000	1015	HEMENWAY ST	82.50
003-422-009-000	1017	HEMENWAY ST	82.50
003-422-010-000	1019	HEMENWAY ST	82.50
003-422-011-000	1021	HEMENWAY ST	82.50
003-422-012-000	1204	ALMERIA AVE	82.50
003-422-013-000	1202	ALMERIA AVE	82.50
003-422-014-000	1200	ALMERIA AVE	82.50
003-422-015-000	1106	ALMERIA AVE	82.50
003-422-016-000	1104	ALMERIA AVE	82.50
003-422-017-000	1102	ALMERIA AVE	82.50
003-422-018-000	1100	ALMERIA AVE	82.50
003-422-019-000	206	ALMERIA PL	82.50
003-422-020-000	204	ALMERIA PL	82.50
003-422-021-000	202	ALMERIA PL	82.50
003-422-022-000	200	ALMERIA PL	82.50
003-423-001-000	204	NIEMANN ST	82.50
003-423-002-000	202	NIEMANN ST	82.50
003-423-003-000	200	NIEMANN ST	82.50
003-423-004-000	112	NIEMANN ST	82.50
003-423-005-000	110	NIEMANN ST	82.50
003-423-006-000	108	NIEMANN ST	82.50
003-423-007-000	106	NIEMANN ST	82.50
003-423-008-000	104	NIEMANN ST	82.50
003-423-009-000	102	NIEMANN ST	82.50
003-423-010-000	100	NIEMANN ST	82.50
003-423-011-000	98	NIEMANN ST	82.50
003-423-012-000	96	NIEMANN ST	82.50
003-423-013-000	97	MARTINEZ WAY	82.50
003-423-014-000	99	MARTINEZ WAY	82.50
003-423-015-000	101	MARTINEZ WAY	82.50
003-423-016-000	103	MARTINEZ WAY	82.50
003-423-017-000	105	MARTINEZ WAY	82.50
003-423-018-000	107	MARTINEZ WAY	82.50
003-423-019-000	109	MARTINEZ WAY	82.50
003-423-020-000	111	MARTINEZ WAY	82.50
003-423-021-000	113	MARTINEZ WAY	82.50
003-423-022-000	201	MARTINEZ WAY	82.50
003-423-023-000	203	MARTINEZ WAY	82.50
003-423-024-000	205	MARTINEZ WAY	82.50
003-424-001-000	204	MARTINEZ WAY	82.50
003-424-002-000	202	MARTINEZ WAY	82.50
003-424-003-000	200	MARTINEZ WAY	82.50

APN		Situs Address	Charge
003-424-004-000	114	MARTINEZ WAY	82.50
003-424-005-000	112	MARTINEZ WAY	82.50
003-424-006-000	110	MARTINEZ WAY	82.50
003-424-007-000	108	MARTINEZ WAY	82.50
003-424-008-000	106	MARTINEZ WAY	82.50
003-424-009-000	104	MARTINEZ WAY	82.50
003-424-010-000	1104	MALAGA LN	82.50
003-424-011-000	1102	MALAGA LN	82.50
003-424-012-000	1100	MALAGA LN	82.50
003-424-013-000	103	ALMERIA PL	82.50
003-424-014-000	105	ALMERIA PL	82.50
003-424-015-000	107	ALMERIA PL	82.50
003-424-016-000	109	ALMERIA PL	82.50
003-424-017-000	111	ALMERIA PL	82.50
003-424-018-000	113	ALMERIA PL	82.50
003-424-019-000	201	ALMERIA PL	82.50
003-424-020-000	203	ALMERIA PL	82.50
003-424-021-000	205	ALMERIA PL	82.50
003-424-022-000	114	ALMERIA PL	82.50
003-424-023-000	112	ALMERIA PL	82.50
003-424-024-000	110	ALMERIA PL	82.50
003-424-025-000	108	ALMERIA PL	82.50
003-424-026-000	822	RAILROAD AVE	82.50
003-424-027-000	1101	MALAGA LN	82.50
003-424-028-000	1103	MALAGA LN	82.50
003-424-029-000	1105	MALAGA LN	82.50
003-430-008-000		TAYLOR ST	82.50
003-430-010-000		GRANT AVE	26.25
003-430-011-000		GRANT AVE	26.25
003-430-012-000		GRANT AVE	82.50
003-430-013-000	537	GRANT AVE	26.25
003-430-015-000		GRANT AVE	82.50
003-430-030-000		TAYLOR ST	82.50
003-430-033-000		TAYLOR ST	82.50
003-441-001-000	1001	ADAMS LN	82.50
003-441-002-000	1003	ADAMS LN	82.50
003-441-003-000	1005	ADAMS LN	82.50
003-441-004-000	1007	ADAMS LN	82.50
003-441-005-000	1009	ADAMS LN	82.50
003-441-006-000	1011	ADAMS LN	82.50
003-441-007-000	1013	ADAMS LN	82.50
003-441-008-000	1015	ADAMS LN	82.50
003-441-009-000	1017	ADAMS LN	82.50
003-441-010-000	1019	ADAMS LN	82.50
003-441-011-000	1021	ADAMS LN	82.50
003-441-012-000	1023	ADAMS LN	82.50
003-441-013-000	1025	ADAMS LN	82.50
003-441-014-000	1027	ADAMS LN	82.50
003-441-015-000	1029	ADAMS LN	82.50
003-441-016-000	1031	ADAMS LN	82.50
003-441-017-000	1033	ADAMS LN	82.50
003-441-018-000	1035	ADAMS LN	82.50
003-441-019-000	1037	ADAMS LN	82.50
003-441-020-000	1039	ADAMS LN	82.50
003-441-021-000	901	VALLEY OAK DR	82.50
003-442-001-000	1000	ADAMS LN	82.50
003-442-002-000	1002	ADAMS LN	82.50
003-442-003-000	1004	ADAMS LN	82.50
003-442-004-000	1006	ADAMS LN	82.50
003-442-005-000	1008	ADAMS LN	82.50
003-442-006-000	1010	ADAMS LN	82.50
003-442-007-000	1012	ADAMS LN	82.50
003-442-008-000	1014	ADAMS LN	82.50
003-442-009-000	1016	ADAMS LN	82.50
003-442-010-000	1018	ADAMS LN	82.50

APN		Situs Address	Charge
003-442-011-000	1020	ADAMS LN	82.50
003-442-012-000	1022	ADAMS LN	82.50
003-442-013-000	1024	ADAMS LN	82.50
003-442-014-000	1026	ADAMS LN	82.50
003-442-015-000	1028	ADAMS LN	82.50
003-442-016-000	1030	ADAMS LN	82.50
003-442-017-000	1032	ADAMS LN	82.50
003-442-018-000	1034	ADAMS LN	82.50
003-442-019-000	1036	ADAMS LN	82.50
003-442-020-000	805	VALLEY OAK DR	82.50
003-442-021-000	803	VALLEY OAK DR	82.50
003-442-022-000	801	VALLEY OAK DR	82.50
003-442-023-000	1133	MCARTHUR AVE	82.50
003-442-024-000	1129	MCARTHUR AVE	82.50
003-442-025-000	1125	MCARTHUR AVE	82.50
003-444-001-000	716	VALLEY OAK DR	82.50
003-444-002-000	714	VALLEY OAK DR	82.50
003-444-003-000	712	VALLEY OAK DR	82.50
003-444-004-000	710	VALLEY OAK DR	82.50
003-444-005-000	708	VALLEY OAK DR	82.50
003-444-006-000	706	VALLEY OAK DR	82.50
003-445-001-000	1124	MCARTHUR AVE	82.50
003-445-002-000	1128	MCARTHUR AVE	82.50
003-445-003-000	1132	MCARTHUR AVE	82.50
003-445-004-000	711	VALLEY OAK DR	82.50
003-445-005-000	709	VALLEY OAK DR	82.50
003-445-006-000	707	VALLEY OAK DR	82.50
003-445-007-000	705	VALLEY OAK DR	82.50
003-445-008-000	703	VALLEY OAK DR	82.50
003-445-010-000	701	VALLEY OAK DR	82.50
003-445-011-000	699	VALLEY OAK DR	82.50
003-450-001-000	101	QUAIL CT	82.50
003-450-002-000	103	QUAIL CT	82.50
003-450-003-000	105	QUAIL CT	82.50
003-450-004-000	107	QUAIL CT	82.50
003-450-005-000	108	QUAIL CT	82.50
003-450-006-000	106	QUAIL CT	82.50
003-450-007-000	104	QUAIL CT	82.50
003-450-008-000	102	QUAIL CT	82.50
003-450-009-000	100	QUAIL CT	82.50
003-450-014-000	1123	W GRANT AVE	26.25
003-450-015-000		W GRANT AVE	26.25
003-450-016-000		W GRANT AVE	26.25
003-450-017-000		W GRANT AVE	26.25
003-450-018-000		W GRANT AVE	26.25
003-450-020-000	700	VALLEY OAK DR	26.25
003-460-001-000	1001	MCARTHUR AVE	82.50
003-460-002-000	1005	MCARTHUR AVE	82.50
003-460-003-000	1009	MCARTHUR AVE	82.50
003-460-004-000	1015	MCARTHUR AVE	82.50
003-460-005-000	1017	MCARTHUR AVE	82.50
003-460-006-000	1021	MCARTHUR AVE	82.50
003-460-007-000	1025	MCARTHUR AVE	82.50
003-460-008-000	1029	MCARTHUR AVE	82.50
003-460-009-000	1101	MCARTHUR AVE	82.50
003-460-010-000	1105	MCARTHUR AVE	82.50
003-460-011-000	1109	MCARTHUR AVE	82.50
003-460-012-000	1113	MCARTHUR AVE	82.50
003-460-013-000	1117	MCARTHUR AVE	82.50
003-460-014-000	1121	MCARTHUR AVE	82.50
003-461-001-000	840	JACKSON ST	82.50
003-461-002-000	836	JACKSON ST	82.50
003-461-003-000	832	JACKSON ST	82.50
003-461-004-000	828	JACKSON ST	82.50
003-461-005-000	824	JACKSON ST	82.50

APN	Site Address	Charge
003-461-006-000	JACKSON ST	82.50
003-461-007-000	JACKSON ST	82.50
003-461-008-000	JACKSON ST	82.50
003-461-009-000	JACKSON ST	82.50
003-461-010-000	JACKSON ST	82.50
003-462-001-000	JACKSON ST	82.50
003-462-002-000	JACKSON ST	82.50
003-462-003-000	JACKSON ST	82.50
003-462-004-000	JACKSON ST	82.50
003-462-005-000	JACKSON ST	82.50
003-462-006-000	JACKSON ST	82.50
003-462-007-000	JACKSON ST	82.50
003-462-008-000	JACKSON ST	82.50
003-462-009-000	JACKSON ST	82.50
003-462-010-000	JACKSON ST	82.50
003-462-011-000	JACKSON ST	82.50
003-462-012-000	JACKSON ST	82.50
003-462-013-000	JACKSON ST	82.50
003-462-014-000	JACKSON ST	82.50
003-462-015-000	JACKSON ST	82.50
003-462-016-000	JACKSON ST	82.50
003-462-017-000	JACKSON ST	82.50
003-462-018-000	JACKSON ST	82.50
003-463-001-000	JACKSON ST	82.50
003-463-002-000	JACKSON ST	82.50
003-463-003-000	JACKSON ST	82.50
003-463-004-000	JACKSON ST	82.50
003-463-005-000	JACKSON ST	82.50
003-463-006-000	JACKSON ST	82.50
003-463-007-000	JACKSON ST	82.50
003-463-008-000	JACKSON ST	82.50
003-463-009-000	JACKSON ST	82.50
003-463-010-000	JACKSON ST	82.50
003-463-011-000	JACKSON ST	82.50
003-463-012-000	JACKSON ST	82.50
003-463-013-000	JACKSON ST	82.50
003-463-014-000	JACKSON ST	82.50
003-463-015-000	JACKSON ST	82.50
003-464-001-000	JACKSON ST	82.50
003-464-002-000	JACKSON ST	82.50
003-464-003-000	JACKSON ST	82.50
003-464-004-000	JACKSON ST	82.50
003-464-005-000	JACKSON ST	82.50
003-464-006-000	JACKSON ST	82.50
003-464-007-000	JACKSON ST	82.50
003-464-008-000	JACKSON ST	82.50
003-464-009-000	JACKSON ST	82.50
003-464-010-000	JACKSON ST	82.50
003-464-011-000	JACKSON ST	82.50
003-464-012-000	JACKSON ST	82.50
003-464-013-000	JACKSON ST	82.50
003-465-001-000	JACKSON ST	82.50
003-465-002-000	JACKSON ST	82.50
003-465-003-000	JACKSON ST	82.50
003-465-004-000	JACKSON ST	82.50
003-465-005-000	JACKSON ST	82.50
003-465-006-000	JACKSON ST	82.50
003-465-007-000	JACKSON ST	82.50
003-465-008-000	JACKSON ST	82.50
003-465-009-000	JACKSON ST	82.50
003-465-010-000	JACKSON ST	82.50
003-465-011-000	JACKSON ST	82.50
003-466-001-000	JACKSON ST	82.50
003-466-002-000	JACKSON ST	82.50

APN Site Address Charge

APN		Site Address	Charge
003-466-003-000	717	TAYLOR ST	82.50
003-466-004-000	721	TAYLOR ST	82.50
003-466-005-000	801	TAYLOR ST	82.50
003-466-006-000	805	TAYLOR ST	82.50
003-466-007-000	809	TAYLOR ST	82.50
003-466-008-000	813	TAYLOR ST	82.50
003-466-009-000	817	TAYLOR ST	82.50
003-466-010-000	821	TAYLOR ST	82.50
003-466-011-000	901	TAYLOR ST	82.50
003-466-012-000	905	TAYLOR ST	82.50
003-466-013-000	803# 50	W GRANT AVE	82.50
003-466-014-000	803# 45	W GRANT AVE	82.50
003-466-015-000	803# 37	W GRANT AVE	82.50
003-466-018-000	803# 80	W GRANT AVE	82.50
003-466-019-000	803# 52	W GRANT AVE	82.50
003-467-001-000	803	W GRANT AVE	5,445.00
003-467-005-000	803# 27	W GRANT AVE	82.50
003-467-006-000	803# 10	W GRANT AVE	82.50
003-467-007-000	803# 4	W GRANT AVE	82.50
003-467-010-000	803# 8	W GRANT AVE	82.50
003-468-001-000	803# 54	W GRANT AVE	82.50
003-468-003-000	803# 60	W GRANT AVE	82.50
003-468-004-000	803# 66	W GRANT AVE	82.50
003-468-005-000	803# 69	W GRANT AVE	82.50
003-468-006-000	803# 55	W GRANT AVE	82.50
003-468-007-000	803# 65	W GRANT AVE	82.50
003-469-001-000	803# 75	W GRANT AVE	82.50
003-469-003-000	803# 81	W GRANT AVE	82.50
003-471-001-000	903	VALLEY OAK DR	82.50
003-471-002-000	905	VALLEY OAK DR	82.50
003-471-003-000	907	VALLEY OAK DR	82.50
003-471-004-000	1038	KENNEDY DR	82.50
003-471-005-000	1036	KENNEDY DR	82.50
003-471-006-000	1034	KENNEDY DR	82.50
003-471-007-000	1032	KENNEDY DR	82.50
003-471-008-000	1030	KENNEDY DR	82.50
003-471-009-000	1028	KENNEDY DR	82.50
003-471-010-000	1026	KENNEDY DR	82.50
003-471-011-000	1024	KENNEDY DR	82.50
003-471-012-000	1022	KENNEDY DR	82.50
003-471-013-000	1020	KENNEDY DR	82.50
003-471-014-000	1018	KENNEDY DR	82.50
003-471-015-000	1016	KENNEDY DR	82.50
003-471-016-000	1014	KENNEDY DR	82.50
003-471-017-000	1012	KENNEDY DR	82.50
003-471-018-000	1010	KENNEDY DR	82.50
003-471-019-000	1008	KENNEDY DR	82.50
003-471-020-000	1006	KENNEDY DR	82.50
003-471-021-000	1004	KENNEDY DR	82.50
003-471-022-000	1002	KENNEDY DR	82.50
003-471-023-000	1000	KENNEDY DR	82.50
003-472-001-000	1040	EISENHOWER WAY	82.50
003-472-002-000	1038	EISENHOWER WAY	82.50
003-472-003-000	1036	EISENHOWER WAY	82.50
003-472-004-000	1034	EISENHOWER WAY	82.50
003-472-005-000	1032	EISENHOWER WAY	82.50
003-472-006-000	1030	EISENHOWER WAY	82.50
003-472-007-000	1028	EISENHOWER WAY	82.50
003-472-008-000	1026	EISENHOWER WAY	82.50
003-472-009-000	1027	KENNEDY DR	82.50
003-472-010-000	1029	KENNEDY DR	82.50
003-472-011-000	1031	KENNEDY DR	82.50
003-472-012-000	1033	KENNEDY DR	82.50
003-472-013-000	1035	KENNEDY DR	82.50
003-472-014-000	1037	KENNEDY DR	82.50

APN		Situs Address	Charge
003-472-015-000	1039	KENNEDY DR	82.50
003-472-016-000	1041	KENNEDY DR	82.50
003-473-001-000	1040	ROOSEVELT AVE	82.50
003-473-002-000	1038	ROOSEVELT AVE	82.50
003-473-003-000	1036	ROOSEVELT AVE	82.50
003-473-004-000	1034	ROOSEVELT AVE	82.50
003-473-005-000	1032	ROOSEVELT AVE	82.50
003-473-006-000	1030	ROOSEVELT AVE	82.50
003-473-007-000	1028	ROOSEVELT AVE	82.50
003-473-008-000	1026	ROOSEVELT AVE	82.50
003-473-009-000	1027	EISENHOWER WAY	82.50
003-473-010-000	1029	EISENHOWER WAY	82.50
003-473-011-000	1031	EISENHOWER WAY	82.50
003-473-012-000	1033	EISENHOWER WAY	82.50
003-473-013-000	1035	EISENHOWER WAY	82.50
003-473-014-000	1037	EISENHOWER WAY	82.50
003-473-015-000	1039	EISENHOWER WAY	82.50
003-473-016-000	1041	EISENHOWER WAY	82.50
003-474-002-000	1041	ROOSEVELT AVE	82.50
003-474-003-000	1039	ROOSEVELT AVE	82.50
003-474-004-000	1037	ROOSEVELT AVE	82.50
003-474-005-000	1035	ROOSEVELT AVE	82.50
003-474-006-000	1033	ROOSEVELT AVE	82.50
003-474-007-000	1031	ROOSEVELT AVE	82.50
003-474-008-000	1029	ROOSEVELT AVE	82.50
003-474-009-000	1027	ROOSEVELT AVE	82.50
003-474-010-000	1025	ROOSEVELT AVE	82.50
003-474-011-000	1023	ROOSEVELT AVE	82.50
003-474-012-000	1021	ROOSEVELT AVE	82.50
003-474-013-000	1019	ROOSEVELT AVE	82.50
003-474-014-000	1017	ROOSEVELT AVE	82.50
003-474-015-000	1015	ROOSEVELT AVE	82.50
003-474-016-000	1013	ROOSEVELT AVE	82.50
003-474-017-000	1011	ROOSEVELT AVE	82.50
003-474-018-000	1109	ROOSEVELT AVE	82.50
003-474-019-000	1107	ROOSEVELT AVE	82.50
003-474-020-000	1105	ROOSEVELT AVE	82.50
003-474-021-000	1103	ROOSEVELT AVE	82.50
003-474-022-000	1101	ROOSEVELT AVE	82.50
003-474-023-000	1007	ROOSEVELT AVE	82.50
003-474-026-000	1003	ROOSEVELT AVE	82.50
003-474-028-000	1001-05	ROOSEVELT AVE	82.50
003-475-001-000	1105	HOOVER ST	82.50
003-475-002-000	1103	HOOVER ST	82.50
003-475-003-000	1101	HOOVER ST	82.50
003-475-004-000	1007	HOOVER ST	82.50
003-475-005-000	1005	HOOVER ST	82.50
003-475-006-000	1003	HOOVER ST	82.50
003-475-007-000	1001	HOOVER ST	82.50
003-475-008-000	1017	KENNEDY DR	82.50
003-475-009-000	1015	KENNEDY DR	82.50
003-475-010-000	1013	KENNEDY DR	82.50
003-475-011-000	1011	KENNEDY DR	82.50
003-475-012-000	1012	TAFT CT/1012A	165.00
003-475-013-000	1014	TAFT CT	82.50
003-475-014-000	1016	TAFT CT	82.50
003-475-015-000	1018	TAFT CT/1018A	82.50
003-475-016-000	1017	TAFT CT	82.50
003-475-017-000	1015	TAFT CT	82.50
003-475-018-000	1013	TAFT CT	82.50
003-475-019-000	1011	TAFT CT/1011A	82.50
003-475-020-000	1012	ROOSEVELT AVE/1012A	82.50
003-475-021-000	1014	ROOSEVELT AVE	82.50
003-475-022-000	1016	ROOSEVELT AVE	82.50
003-475-023-000	1018	ROOSEVELT AVE	82.50

APN		Situs Address	Charge
003-480-021-000	32	E MAIN ST	2,640.00
003-480-023-000	107	CASELLI CT	82.50
003-480-024-000	105	CASELLI CT	82.50
003-480-025-000	103	CASELLI CT	82.50
003-480-026-000	101	CASELLI CT	82.50
003-480-027-000	110	E MAIN ST	82.50
003-480-028-000	108	E MAIN ST	82.50
003-480-029-000	106	E MAIN ST	82.50
003-480-030-000	104	E MAIN ST	82.50
003-480-031-000	102	E MAIN ST	82.50
003-480-032-000	100	E MAIN ST	82.50
003-480-033-000	40	E MAIN ST	82.50
003-480-034-000	38	E MAIN ST	82.50
003-480-035-000	36	E MAIN ST	82.50
003-480-036-000	34	E MAIN ST	82.50
003-480-037-000	100	CASELLI CT	82.50
003-480-038-000	102	CASELLI CT	82.50
003-480-040-000	107	E MAIN ST	82.50
003-480-041-000	105	E MAIN ST	82.50
003-480-042-000	103	E MAIN ST	82.50
003-480-043-000	101	E MAIN ST	82.50
003-480-044-000	101	LAUREN CT	82.50
003-480-045-000	103	LAUREN CT	82.50
003-480-046-000	105	LAUREN CT	82.50
003-480-047-000	107	LAUREN CT	82.50
003-480-048-000	109	LAUREN CT	82.50
003-480-049-000	111	LAUREN CT	82.50
003-480-050-000	110	LAUREN CT	82.50
003-480-051-000	401	EAST ST	82.50
003-480-052-000	399	EAST ST	82.50
003-480-053-000	108	LAUREN CT	82.50
003-480-054-000	106	LAUREN CT	82.50
003-480-055-000	104	LAUREN CT	82.50
003-480-056-000	102	LAUREN CT	82.50
003-480-057-000	100	LAUREN CT	82.50
003-480-058-000	39	E MAIN ST	82.50
003-480-059-000	37	E MAIN ST	82.50
003-480-060-000	35	E MAIN ST	82.50
003-480-061-000	33	E MAIN ST	82.50
003-480-062-000	104	CASELLI CT	82.50
003-480-063-000	106	CASELLI CT	82.50
003-491-001-000	841	WALNUT LN	82.50
003-491-002-000	101	ORCHARD LN	82.50
003-491-003-000	103	ORCHARD LN	82.50
003-491-004-000	105	ORCHARD LN	82.50
003-491-005-000	107	ORCHARD LN	82.50
003-491-006-000	109	ORCHARD LN	82.50
003-491-007-000	111	ORCHARD LN	82.50
003-491-008-000	113	ORCHARD LN	82.50
003-491-009-000	115	ORCHARD LN	82.50
003-491-010-000	114	ORCHARD LN	82.50
003-491-011-000	112	ORCHARD LN	82.50
003-491-012-000	110	ORCHARD LN	82.50
003-491-013-000	108	ORCHARD LN	82.50
003-491-014-000	106	ORCHARD LN	82.50
003-491-015-000	104	ORCHARD LN	82.50
003-491-016-000	102	ORCHARD LN	82.50
003-491-017-000	100	ORCHARD LN	82.50
003-491-018-000	839	WALNUT LN	82.50
003-491-019-000	837	WALNUT LN	82.50
003-491-020-000	101	ALMOND DR	82.50
003-491-021-000	103	ALMOND DR	82.50
003-491-022-000	105	ALMOND DR	82.50
003-491-023-000	107	ALMOND DR	82.50
003-491-024-000	109	ALMOND DR	82.50

APN		Situs Address	Charge
003-491-025-000	111	ALMOND DR	82.50
003-491-026-000	113	ALMOND DR	82.50
003-491-027-000	115	ALMOND DR	82.50
003-491-028-000	117	ALMOND DR	82.50
003-492-001-000	100	ALMOND DR	82.50
003-492-002-000	102	ALMOND DR	82.50
003-492-003-000	104	ALMOND DR	82.50
003-492-004-000	106	ALMOND DR	82.50
003-492-005-000	108	ALMOND DR	82.50
003-492-006-000	110	ALMOND DR	82.50
003-492-007-000	112	ALMOND DR	82.50
003-492-008-000	114	ALMOND DR	82.50
003-492-009-000	116	ALMOND DR	82.50
003-492-010-000	118	ALMOND DR	82.50
003-492-011-000	200	ALMOND DR	82.50
003-492-012-000	202	ALMOND DR	82.50
003-492-013-000	204	ALMOND DR	82.50
003-492-014-000	206	ALMOND DR	82.50
003-492-015-000	208	ALMOND DR	82.50
003-492-016-000	210	ALMOND DR	82.50
003-492-017-000	212	ALMOND DR	82.50
003-492-019-000	121	BROADVIEW LN	82.50
003-492-020-000	119	BROADVIEW LN	82.50
003-492-021-000	117	BROADVIEW LN	82.50
003-492-022-000	115	BROADVIEW LN	82.50
003-492-023-000	113	BROADVIEW LN	82.50
003-492-024-000	111	BROADVIEW LN	82.50
003-492-025-000	109	BROADVIEW LN	82.50
003-492-026-000	107	BROADVIEW LN	82.50
003-492-027-000	105	BROADVIEW LN	82.50
003-492-028-000	103	BROADVIEW LN	82.50
003-492-029-000	101	BROADVIEW LN	82.50
003-492-030-000	100	BROADVIEW LN	82.50
003-492-031-000	102	BROADVIEW LN	82.50
003-492-032-000	104	BROADVIEW LN	82.50
003-492-033-000	106	BROADVIEW LN	82.50
003-492-034-000	108	BROADVIEW LN	82.50
003-492-035-000	110	BROADVIEW LN	82.50
003-492-036-000	112	BROADVIEW LN	82.50
003-492-037-000	114	BROADVIEW LN	82.50
003-492-038-000	116	BROADVIEW LN	82.50
003-492-039-000	118	BROADVIEW LN	82.50
003-492-040-000	120	BROADVIEW LN	82.50
003-492-041-000	127	COLBY LN	82.50
003-492-042-000	125	COLBY LN	82.50
003-492-043-000	123	COLBY LN	82.50
003-492-044-000	121	COLBY LN	82.50
003-492-045-000	119	COLBY LN	82.50
003-492-046-000	117	COLBY LN	82.50
003-492-047-000	115	COLBY LN	82.50
003-492-048-000	113	COLBY LN	82.50
003-492-049-000	111	COLBY LN	82.50
003-492-050-000	109	COLBY LN	82.50
003-492-051-000	107	COLBY LN	82.50
003-492-052-000	105	COLBY LN	82.50
003-492-053-000	103	COLBY LN	82.50
003-492-054-000	101	COLBY LN	82.50
003-492-055-000	100	COLBY LN	82.50
003-492-056-000	102	COLBY LN	82.50
003-492-057-000	104	COLBY LN	82.50
003-492-058-000	106	COLBY LN	82.50
003-492-059-000	108	COLBY LN	82.50
003-492-060-000	110	COLBY LN	82.50
003-492-061-000	112	COLBY LN	82.50
003-492-062-000	114	COLBY LN	82.50

APN		Situs Address	Charge
003-492-063-000	116	COLBY LN	82.50
003-492-064-000	118	COLBY LN	82.50
003-492-065-000	120	COLBY LN	82.50
003-492-066-000	122	COLBY LN	82.50
003-492-067-000	124	COLBY LN	82.50
003-492-068-000	126	COLBY LN	82.50
003-501-001-000	1033	VILLAGE CIR	82.50
003-501-002-000	1031	VILLAGE CIR	82.50
003-501-003-000	1029	VILLAGE CIR	82.50
003-501-004-000	1027	VILLAGE CIR	82.50
003-501-005-000	1025	VILLAGE CIR	82.50
003-501-006-000	1023	VILLAGE CIR	82.50
003-501-007-000	1008	BERRYESSA CT	82.50
003-501-008-000	1010	BERRYESSA CT	82.50
003-501-009-000	1012	BERRYESSA CT	82.50
003-501-010-000	1014	BERRYESSA CT	82.50
003-501-011-000	408	NIEMANN ST	82.50
003-501-012-000	406	NIEMANN ST	82.50
003-501-013-000	1016	BERRYESSA CT	82.50
003-501-014-000	404	NIEMANN ST	82.50
003-501-015-000	1015	BERRYESSA CT	82.50
003-501-016-000	1013	BERRYESSA CT	82.50
003-501-017-000	1011	BERRYESSA CT	82.50
003-501-018-000	1009	BERRYESSA CT	82.50
003-501-019-000	1008	HILLVIEW LN	82.50
003-501-020-000	1010	HILLVIEW LN	82.50
003-501-021-000	1012	HILLVIEW LN	82.50
003-501-022-000	1014	HILLVIEW LN	82.50
003-501-023-000	323	HILLVIEW LN	82.50
003-501-024-000	321	HILLVIEW LN	82.50
003-501-025-000	319	HILLVIEW LN	82.50
003-501-026-000	317	HILLVIEW LN	82.50
003-501-027-000	315	HILLVIEW LN	82.50
003-501-028-000	313	HILLVIEW LN	82.50
003-501-029-000	311	HILLVIEW LN	82.50
003-501-030-000	310	NIEMANN ST	82.50
003-501-031-000	312	NIEMANN ST	82.50
003-501-032-000	314	NIEMANN ST	82.50
003-501-033-000	316	NIEMANN ST	82.50
003-501-034-000	318	NIEMANN ST	82.50
003-501-035-000	320	NIEMANN ST	82.50
003-501-036-000	400	NIEMANN ST	82.50
003-501-037-000	402	NIEMANN ST	82.50
003-502-001-000	1009	HILLVIEW LN	82.50
003-502-002-000	1011	HILLVIEW LN	82.50
003-502-003-000	1013	HILLVIEW LN	82.50
003-502-004-000	316	HILLVIEW LN	82.50
003-502-005-000	314	HILLVIEW LN	82.50
003-502-006-000	312	HILLVIEW LN	82.50
003-502-007-000	1012	VILLAGE CIR	82.50
003-502-008-000	1010	VILLAGE CIR	82.50
003-502-009-000	1008	VILLAGE CIR	82.50
003-502-010-000	313	VILLAGE CIR	82.50
003-502-011-000	315	VILLAGE CIR	82.50
003-502-012-000	317	VILLAGE CIR	82.50
003-503-001-000	1032	VILLAGE CIR	82.50
003-503-002-000	1030	VILLAGE CIR	82.50
003-503-003-000	1028	VILLAGE CIR	82.50
003-503-004-000	1026	VILLAGE CIR	82.50
003-503-005-000	1024	VILLAGE CIR	82.50
003-503-006-000	1022	VILLAGE CIR	82.50
003-503-007-000	414	VILLAGE CIR	82.50
003-503-008-000	412	VILLAGE CIR	82.50
003-503-009-000	410	VILLAGE CIR	82.50
003-503-010-000	408	VILLAGE CIR	82.50

APN		Situs Address	Charge
003-503-012-000	406	VILLAGE CIR	82.50
003-503-013-000	404	VILLAGE CIR	82.50
003-503-014-000	402	VILLAGE CIR	82.50
003-503-015-000	400	VILLAGE CIR	82.50
003-503-016-000	318	VILLAGE CIR	82.50
003-503-017-000	316	VILLAGE CIR	82.50
003-503-018-000	314	VILLAGE CIR	82.50
003-503-019-000	312	VILLAGE CIR	82.50
003-503-020-000	310	VILLAGE CIR	82.50
003-503-021-000	308	VILLAGE CIR	82.50
003-503-022-000	1005	VILLAGE CIR	82.50
003-503-023-000	1007	VILLAGE CIR	82.50
003-503-024-000	1009	VILLAGE CIR	82.50
003-503-025-000	1011	VILLAGE CIR	82.50
003-503-026-000	1013	VILLAGE CIR	82.50
003-503-027-000	1015	VILLAGE CIR	82.50
003-503-028-000	1017	VILLAGE CIR	82.50
003-503-029-000	1019	VILLAGE CIR	82.50
003-503-030-000	1021	VILLAGE CIR	82.50
003-510-007-000	718	LUPINE WAY	82.50
003-510-008-000	720	LUPINE WAY	82.50
003-510-009-000	722	LUPINE WAY	82.50
003-510-010-000	724	LUPINE WAY	82.50
003-510-011-000	726	LUPINE WAY	82.50
003-510-012-000	728	LUPINE WAY	82.50
003-510-013-000	730	LUPINE WAY	82.50
003-510-014-000	731	MAIN ST	82.50
003-510-015-000	729	MAIN ST	82.50
003-510-016-000	727	MAIN ST	82.50
003-510-017-000	725	MAIN ST	82.50
003-510-018-000	723	MAIN ST	82.50
003-510-019-000	721	MAIN ST	82.50
003-510-020-000	719	MAIN ST	82.50
003-511-001-000	743	MAIN ST	82.50
003-511-002-000	741	MAIN ST	82.50
003-511-003-000	739	MAIN ST	82.50
003-511-004-000	737	MAIN ST	82.50
003-511-005-000	735	MAIN ST	82.50
003-511-006-000	733	MAIN ST	82.50
003-511-007-000	732	FOXGLOVE CIR	82.50
003-511-008-000	734	FOXGLOVE CIR	82.50
003-511-009-000	736	FOXGLOVE CIR	82.50
003-511-010-000	738	FOXGLOVE CIR	82.50
003-511-011-000	713	FOXGLOVE CIR	82.50
003-511-012-000	711	FOXGLOVE CIR	82.50
003-511-013-000	709	FOXGLOVE CIR	82.50
003-511-014-000	707	FOXGLOVE CIR	82.50
003-511-015-000	620	FOXGLOVE CIR	82.50
003-511-016-000	615	FOXGLOVE CIR	82.50
003-512-001-000	710	FOXGLOVE CIR	82.50
003-512-002-000	708	FOXGLOVE CIR	82.50
003-512-003-000	706	FOXGLOVE CIR	82.50
003-512-004-000	618	FOXGLOVE CIR	82.50
003-512-005-000	636	FOXGLOVE CIR	82.50
003-512-006-000	634	FOXGLOVE CIR	82.50
003-512-007-000	632	FOXGLOVE CIR	82.50
003-512-008-000	615	IVY LOOP	82.50
003-512-009-000	706	IVY LOOP	82.50
003-512-010-000	708	IVY LOOP	82.50
003-512-011-000	712	IVY LOOP	82.50
003-513-001-000	641	FOXGLOVE CIR	82.50
003-513-002-000	639	FOXGLOVE CIR	82.50
003-513-003-000	637	FOXGLOVE CIR	82.50
003-513-004-000	635	FOXGLOVE CIR	82.50
003-513-005-000	633	FOXGLOVE CIR	82.50

APN		Situs Address	Charge
003-513-006-000	631	FOXGLOVE CIR	82.50
003-513-007-000	609	IVY LOOP	82.50
003-513-008-000	607	IVY LOOP	82.50
003-513-009-000	605	IVY LOOP	82.50
003-513-010-000	603	IVY LOOP	82.50
003-513-011-000	601	IVY LOOP	82.50
003-513-012-000	631	IVY LOOP	82.50
003-513-013-000	629	IVY LOOP	82.50
003-513-014-000	627	IVY LOOP	82.50
003-513-015-000	625	IVY LOOP	82.50
003-513-016-000	623	IVY LOOP	82.50
003-513-017-000	621	IVY LOOP	82.50
003-514-001-000	606	IVY LOOP	82.50
003-514-002-000	604	IVY LOOP	82.50
003-514-003-000	602	IVY LOOP	82.50
003-514-004-000	600	IVY LOOP	82.50
003-514-005-000	626	IVY LOOP	165.00
003-514-006-000	624	IVY LOOP	82.50
003-514-007-000	601	SNAPDRAGON CT	82.50
003-514-008-000	621	FICUS WAY	82.50
003-514-009-000	625	FICUS WAY	82.50
003-515-001-000	629	SNAPDRAGON ST	82.50
003-515-002-000	627	SNAPDRAGON ST	82.50
003-515-003-000	625	SNAPDRAGON ST	82.50
003-515-004-000	623	SNAPDRAGON ST	82.50
003-515-005-000	621	SNAPDRAGON ST	82.50
003-515-006-000	611	SNAPDRAGON ST	82.50
003-515-007-000	609	SNAPDRAGON ST	82.50
003-515-008-000	607	SNAPDRAGON ST	82.50
003-515-009-000	624	FICUS WAY	82.50
003-515-010-000	626	FICUS WAY	82.50
003-515-011-000	628	FICUS WAY	82.50
003-515-012-000	630	FICUS WAY	82.50
003-516-001-000	727	LUPINE WAY	82.50
003-516-002-000	725	LUPINE WAY	82.50
003-516-003-000	723	LUPINE WAY	82.50
003-516-004-000	721	LUPINE WAY	82.50
003-516-005-000	719	LUPINE WAY	82.50
003-516-006-000	717	LUPINE WAY	82.50
003-516-007-000	620	SNAPDRAGON ST	82.50
003-516-008-000	622	SNAPDRAGON ST	82.50
003-516-009-000	624	SNAPDRAGON ST	82.50
003-516-010-000	626	SNAPDRAGON ST	82.50
003-516-011-000	628	SNAPDRAGON ST	82.50
003-516-012-000	630	SNAPDRAGON ST	82.50
003-516-013-000	632	SNAPDRAGON ST	82.50
003-516-014-000	729	LUPINE WAY	82.50
003-521-001-000	717	MAIN ST	82.50
003-521-002-000	715	MAIN ST	82.50
003-521-003-000	715	ASTER WAY	82.50
003-521-004-000	713	ASTER ST	82.50
003-521-005-000	711	ASTER ST	82.50
003-521-006-000	709	ASTER ST	82.50
003-521-007-000	707	ASTER ST	82.50
003-521-008-000	716	LUPINE WAY	82.50
003-523-001-000	700	IVY LOOP	82.50
003-523-002-000	702	IVY LOOP	82.50
003-523-003-000	704	IVY CT	82.50
003-523-004-000	706	IVY CT	82.50
003-523-005-000	708	IVY CT	82.50
003-523-006-000	710	IVY CT	82.50
003-523-007-000	712	IVY CT	82.50
003-523-008-000	714	IVY CT	82.50
003-523-009-000	716	IVY CT	82.50
003-523-010-000	715	IVY CT	82.50

APN		Situs Address	Charge
003-523-011-000	713	IVY CT	82.50
003-523-012-000	711	IVY CT	82.50
003-523-013-000	709	IVY CT	82.50
003-523-014-000	707	IVY CT	82.50
003-523-015-000	705	IVY CT	82.50
003-523-016-000	706	ASTER ST	82.50
003-523-017-000	708	ASTER ST	82.50
003-523-018-000	710	ASTER ST	82.50
003-523-019-000	712	ASTER ST	82.50
003-523-020-000	714	ASTER ST	82.50
003-523-021-000	716	ASTER ST	82.50
003-524-001-000	715	LUPINE WAY	82.50
003-524-002-000	713	LUPINE WAY	82.50
003-524-003-000	711	LUPINE WAY	82.50
003-524-004-000	709	LUPINE WAY	82.50
003-524-005-000	707	LUPINE WAY	82.50
003-524-006-000	705	LUPINE WAY	82.50
003-524-007-000	618	SNAPDRAGON ST	82.50
003-524-008-000	616	SNAPDRAGON ST	82.50
003-524-009-000	614	SNAPDRAGON ST	82.50
003-524-010-000	612	SNAPDRAGON ST	82.50
003-524-011-000	610	SNAPDRAGON ST	82.50
003-524-012-000	608	SNAPDRAGON ST	82.50
003-524-013-000	606	SNAPDRAGON ST	82.50
003-524-014-000	604	SNAPDRAGON CT	82.50
003-524-015-000	602	SNAPDRAGON CT	82.50
003-524-016-000	600	SNAPDRAGON CT	82.50
003-524-017-000	620	IVY LOOP	82.50
003-524-018-000	622	IVY LOOP	82.50
003-524-019-000	415	GRANT AVE	26.25
030-210-004-000		CR 89	26.25
030-220-008-000	111	NIEMANN ST	82.50
030-220-009-000	105	NIEMANN ST	82.50
030-220-010-000		T8N R1W POR SEC 21	26.25
030-220-027-000		R1W POR SEC 21	82.50
030-220-034-000		ANDERSON AVE	26.25
030-220-035-000	435	ANDERSON AVE	26.25
030-361-004-000	1204	VALLEY OAK DR	82.50
030-361-005-000	1202	VALLEY OAK DR	82.50
030-361-006-000	1200	VALLEY OAK DR	82.50
030-361-007-000	503	DORSET CT	82.50
030-361-008-000	505	DORSET CT	82.50
030-361-009-000	508	DORSET CT	82.50
030-361-010-000	506	DORSET CT	82.50
030-361-011-000	504	DORSET CT	82.50
030-361-012-000	502	DORSET CT	82.50
030-361-013-000	500	DORSET CT	82.50
030-361-014-000	1104	VALLEY OAK DR	82.50
030-361-015-000	1102	VALLEY OAK DR	82.50
030-361-016-000	1100	VALLEY OAK DR	82.50
030-361-017-000	401	COLUMBIA WAY	82.50
030-361-018-000	403	COLUMBIA WAY	82.50
030-361-019-000	405	COLUMBIA WAY	82.50
030-361-020-000	407	COLUMBIA WAY	82.50
030-361-021-000	409	COLUMBIA WAY	82.50
030-361-022-000	411	COLUMBIA WAY	82.50
030-361-023-000	413	COLUMBIA WAY	82.50
030-361-024-000	415	COLUMBIA WAY	82.50
030-361-025-000	417	COLUMBIA WAY	82.50
030-361-026-000	1005	SUFFOLK CT	82.50
030-361-028-000	1010	SUFFOLK CT	82.50
030-361-029-000	1008	SUFFOLK CT	82.50
030-361-030-000	1006	SUFFOLK CT	82.50
030-361-031-000	1004	SUFFOLK CT	82.50
030-361-032-000	1206	VALLEY OAK DR	82.50

APN		Situs Address	Charge
030-362-001-000	404	COLUMBIA WAY	82.50
030-362-002-000	402	COLUMBIA WAY	82.50
030-362-003-000	400	COLUMBIA WAY	82.50
030-371-001-000	201	SUFFOLK PL	82.50
030-371-002-000	203	SUFFOLK PL	82.50
030-371-003-000	205	SUFFOLK PL	82.50
030-371-004-000	207	SUFFOLK PL	82.50
030-371-005-000	209	SUFFOLK PL	82.50
030-371-006-000	211	SUFFOLK PL	82.50
030-371-007-000	803	SUFFOLK PL	82.50
030-371-008-000	805	SUFFOLK PL	82.50
030-371-009-000	807	SUFFOLK PL	82.50
030-371-010-000	901	SUFFOLK PL	82.50
030-371-011-000	903	SUFFOLK PL	82.50
030-371-012-000	905	SUFFOLK PL	82.50
030-371-013-000	907	SUFFOLK PL	82.50
030-371-014-000	410	COLUMBIA WAY	82.50
030-371-015-000	408	COLUMBIA WAY	82.50
030-371-016-000	406	COLUMBIA WAY	82.50
030-371-017-000	301	HAMPSHIRE CT	82.50
030-371-018-000	303	HAMPSHIRE CT	82.50
030-371-019-000	305	HAMPSHIRE CT	82.50
030-371-020-000	307	HAMPSHIRE CT	82.50
030-371-021-000	309	HAMPSHIRE CT	82.50
030-371-022-000	311	HAMPSHIRE CT	82.50
030-371-023-000	308	HAMPSHIRE CT	82.50
030-371-024-000	306	HAMPSHIRE CT	82.50
030-371-025-000	304	HAMPSHIRE CT	82.50
030-371-026-000	302	HAMPSHIRE CT	82.50
030-371-027-000	300	HAMPSHIRE CT	82.50
030-372-001-000	1002	SUFFOLK CT	82.50
030-372-002-000	1000	SUFFOLK CT	82.50
030-372-003-000	906	SUFFOLK PL	82.50
030-372-004-000	904	SUFFOLK PL	82.50
030-372-005-000	902	SUFFOLK PL	82.50
030-372-006-000	900	SUFFOLK PL	82.50
030-372-007-000	810	SUFFOLK PL	82.50
030-372-008-000	808	SUFFOLK PL	82.50
030-372-009-000	806	SUFFOLK PL	82.50
030-372-010-000	804	SUFFOLK PL	82.50
030-372-011-000	802	SUFFOLK PL	82.50
030-372-012-000	800	SUFFOLK PL	82.50
030-372-013-000	212	SUFFOLK PL	82.50
030-372-014-000	210	SUFFOLK PL	82.50
030-372-015-000	208	SUFFOLK PL	82.50
030-372-016-000	902	SOUTHDOWN CT	82.50
030-372-017-000	904	SOUTHDOWN CT	82.50
030-372-018-000	906	SOUTHDOWN CT	82.50
030-372-019-000	908	SOUTHDOWN CT	82.50
030-372-020-000	910	SOUTHDOWN CT	82.50
030-372-021-000	909	SOUTHDOWN CT	82.50
030-372-022-000	907	SOUTHDOWN CT	82.50
030-372-023-000	905	SOUTHDOWN CT	82.50
030-372-024-000	903	SOUTHDOWN CT	82.50
030-372-025-000	901	SOUTHDOWN CT	82.50
030-381-001-000	410	MOODY SLOUGH RD	82.50
030-381-002-000	401	GRIFFIN WAY	82.50
030-381-003-000	403	GRIFFIN WAY	82.50
030-381-004-000	405	GRIFFIN WAY	82.50
030-381-005-000	407	GRIFFIN WAY	82.50
030-381-006-000	409	GRIFFIN WAY	82.50
030-381-007-000	1108	GRIFFIN WAY	82.50
030-381-010-000	1102	GRIFFIN WAY	82.50
030-381-011-000	1100	GRIFFIN WAY	82.50
030-381-013-000	1104	GRIFFIN WAY	82.50

APN		Situs Address	Charge
030-381-015-000	1106	GRIFFIN WAY	82.50
030-382-001-000	402	GRIFFIN WAY	82.50
030-382-002-000	404	GRIFFIN WAY	82.50
030-382-003-000	406	GRIFFIN WAY	82.50
030-382-004-000	408	GRIFFIN WAY	82.50
030-382-005-000	409	NIEMANN ST	82.50
030-382-006-000	407	NIEMANN ST	82.50
030-382-007-000	405	NIEMANN ST	82.50
030-382-008-000	403	NIEMANN ST	82.50
030-391-001-000	443	COTTAGE CIR	82.50
030-391-002-000	439	COTTAGE CIR	82.50
030-391-003-000	435	COTTAGE CIR	82.50
030-391-004-000	431	COTTAGE CIR	82.50
030-391-005-000	427	COTTAGE CIR	82.50
030-391-006-000	423	COTTAGE CIR	82.50
030-391-007-000	419	COTTAGE CIR	82.50
030-391-010-000	410	ANDERSON AVE	82.50
030-391-011-000	414	ANDERSON AVE	82.50
030-391-012-000	418	ANDERSON AVE	82.50
030-391-013-000	422	ANDERSON AVE	82.50
030-391-014-000	426	ANDERSON AVE	82.50
030-391-015-000	430	ANDERSON AVE	82.50
030-391-016-000	434	ANDERSON AVE	82.50
030-391-017-000	438	ANDERSON AVE	82.50
030-391-018-000	442	ANDERSON AVE	82.50
030-391-019-000	415	COTTAGE CIR	82.50
030-391-021-000	411	COTTAGE CIR	82.50
030-392-001-000	474	COTTAGE CIR	82.50
030-392-002-000	470	COTTAGE CIR	82.50
030-392-003-000	466	COTTAGE CIR	82.50
030-392-004-000	462	COTTAGE CIR	82.50
030-392-005-000	458	COTTAGE CIR	82.50
030-392-006-000		COTTAGE CIR	82.50
030-392-007-000	430	COTTAGE CIR	82.50
030-392-008-000	426	COTTAGE CIR	82.50
030-392-009-000	422	COTTAGE CIR	82.50
030-392-010-000	418	COTTAGE CIR	82.50
030-392-011-000	414	COTTAGE CIR	82.50
030-392-012-000	410	COTTAGE CIR	82.50
030-392-013-000	406	COTTAGE CIR	82.50
038-050-013-000	27600	CR 90	26.25
038-050-019-000		WALNUT LN	82.50
038-050-021-000	T8N	R1W POR SEC 22	26.25
038-050-023-000	T8N	R1W POR SEC 22	26.25
038-050-027-000		CR 89	26.25
038-050-029-000	901	E GRANT/705 TIMBER CRE	26.25
038-050-051-000	27710	CR 90	26.25
038-050-052-000		CR 89	26.25
038-050-057-000	999	E GRANT AVE	26.25
038-050-060-000		I-505 & RUSSELL BLVD	26.25
038-050-063-000		I-505/GRANT AVE	26.25
038-050-068-000		CR 89	82.50
038-050-072-000	27852	CR 90	26.25
038-050-073-000	27990	CR 90	26.25
038-070-012-000	800	E GRANT AVE/ 800A	165.00
038-070-022-000	112	E MAIN ST	26.25
038-070-028-000		T8N R1W	26.25
038-070-029-000	PCL 2	GATEWAY DR	26.25
038-070-030-000	PCL 4	GATEWAY DR	26.25
038-070-031-000	PCL 3	GATEWAY DR	26.25
038-070-032-000	PCL 1	GATEWAY DR	26.25
038-070-035-000		RUSSELL/BAKER/MAIN	82.50
038-170-002-000	412	MANZANITA WAY	82.50
038-170-003-000	408	MANZANITA WAY	82.50
038-170-004-000	404	MANZANITA WAY	82.50

Apn	Site Address	Charge
038-170-005-000	400 MANZANITA WAY	82.50
038-170-006-000	216 BLUE OAK LN	82.50
038-170-007-000	220 BLUE OAK LN	82.50
038-170-008-000	312 E MAIN ST	82.50
038-170-009-000	308 E MAIN ST	82.50
038-170-010-000	304 E MAIN ST	82.50
038-170-011-000	300 E MAIN ST	82.50
038-170-012-000	221 TOYON LN	82.50
038-170-013-000	217 TOYON LN	82.50
038-170-014-000	224 TOYON LN	82.50
038-170-015-000	212 TOYON LN	82.50
038-180-016-000	208 TOYON LN	82.50
038-180-017-000	204 TOYON LN	82.50
038-180-018-000	200 TOYON LN	82.50
038-180-019-000	301 CREEKSIDE WAY	82.50
038-180-020-000	305 CREEKSIDE WAY	82.50
038-180-021-000	205 TOYON LN	82.50
038-180-022-000	209 TOYON LN	82.50
038-180-023-000	213 TOYON LN	82.50
038-180-024-000	212 BLUE OAK LN	82.50
038-180-025-000	208 BLUE OAK LN	82.50
038-180-026-000	204 BLUE OAK LN	82.50
038-180-027-000	309 CREEKSIDE WAY	82.50
038-180-028-000	313 CREEKSIDE WAY	82.50
038-180-029-000	401 CREEKSIDE WAY	82.50
038-180-030-000	405 CREEKSIDE WAY	82.50
038-180-031-000	205 BLUE OAK LN	82.50
038-180-032-000	209 BLUE OAK LN	82.50
038-180-033-000	208 MAPLE LN	82.50
038-180-034-000	204 MAPLE LN	82.50
038-180-035-000	409 CREEKSIDE WAY	82.50
038-180-036-000	413 CREEKSIDE WAY	82.50
038-180-037-000	412 CREEKSIDE WAY	82.50
038-180-038-000	408 CREEKSIDE WAY	82.50
038-180-039-000	404 CREEKSIDE WAY	82.50
038-180-040-000	400 CREEKSIDE WAY	82.50
038-180-041-000	316 CREEKSIDE WAY	82.50
038-180-042-000	312 CREEKSIDE WAY	82.50
038-180-043-000	308 CREEKSIDE WAY	82.50
038-180-044-000	304 CREEKSIDE WAY	82.50
038-180-045-000	300 CREEKSIDE WAY	82.50
038-180-047-000	200 MADRONE CT	82.50
038-190-002-000	421 E MAIN ST	82.50
038-190-003-000	417 E MAIN ST	82.50
038-190-004-000	413 E MAIN ST	82.50
038-190-005-000	409 E MAIN ST	82.50
038-190-006-000	405 E MAIN ST	82.50
038-190-007-000	401 E MAIN ST	82.50

Apn	Site Address	Charge
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APN		Situs Address	Charge
038-190-008-000	309	E MAIN ST	82.50
038-190-009-000	305	E MAIN ST	82.50
038-190-010-000	301	E MAIN ST	82.50
038-190-011-000	213	E MAIN ST	82.50
038-190-012-000	211	E MAIN ST	82.50
038-190-013-000	209	E MAIN ST	82.50
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038-201-005-000	601	MANZANITA WAY	82.50
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038-220-011-000		E MAIN ST	82.50
038-220-012-000		E MAIN ST	82.50
903-460-001-000	803# 47	W GRANT AVE	82.50
<b>Total Charge</b>			<b>\$189,090.00</b>
<b>Parcel Count</b>			<b>2,027</b>



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members

**DATE:** May 19, 2009

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

**FROM:** Dawn Van Dyke, Management Analyst

**SUBJECT:** Approval of consultant contract in the amount of \$12, 999 with EDAW, Inc. for the preparation of NEPA Cultural Resource Studies for the Downtown Streetscape Improvement Project, Phase II.

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**RECOMMENDATION:** The City Council approve consultant contract in the amount of \$12,999, with EDAW, Inc. for the preparation of NEPA Cultural Resource Studies for the Downtown Streetscape Improvement Project, Phase II.

**BACKGROUND:** In March, 2008, the City of Winters received a \$495,000 grant through the Sacramento Area Council of Governments (SACOG) Community Design program. The funding was approved for construction of Phase II of the Downtown Streetscape Improvement Project, which will result in improvements to the intersection of First and Main streets, as well as sidewalk improvements on Railroad Avenue and a mid-block crossing on Main Street.

Community Design funds are Federal, and as such, the project is subject to NEPA. Caltrans environmental staff reviewed City staff's preliminary environmental forms and determined that the project would require a cultural resources study. General consensus was that the project cost would be between \$5,000-\$10,000.

An RFP was issued on April 8 for preparation of the study, including the following:

- Area of Potential Effects (APE) Map
- Historic Property Survey Report (HPSR)
- Archaeological Survey Report (ASR)
- Finding of Effect Report
  - If the determination of the Finding of Effect Report is that the project has a potential to effect, then a 4(f) document will be required.

Bids were opened on April 29, and it was determined that EDAW was the lowest qualified bidder at \$12,999. The highest bid was over \$37,000 and subsequent research has revealed that the range of bids was reasonable given the scope of work.

Staff recommends approval of the consultant contract. Pending approval, a notice to proceed will be issued to EDAW so work can begin immediately. The project is scheduled for construction in the fall of 2009.

**FISCAL IMPACT:** \$12,999 from Transportation Development Act funds.

**ATTACHMENTS:** Copy of proposal from EDAW. Three original copies of the proposal are available for review in the City Clerk's office.

**MAYOR:**  
Michael Martin  
**MAYOR PRO TEM:**  
Woody Fridae  
**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 May 19, 2009, by and between the City of Winters ("the CITY") and EDAW, Inc. "(CONSULTANT)", who agree as follows:

1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated \_\_\_\_\_. Consultant shall provide said services at the time, place, and in the manner specified by the \_\_\_\_\_ and Exhibit "A".

2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Fee Schedule included in Exhibit "B", but in no event shall total compensation exceed dollars (\$ \_\_\_\_\_), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.

4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.

5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

CONSULTANT

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

ATTEST:

By: \_\_\_\_\_  
Nanci G. Mills, CITY CLERK

**Exhibit "A" Provided by Consultant**

**Exhibit "B" Provided by Consultant**

## EXHIBIT "C"

### GENERAL PROVISIONS

(1) INDEPENDENT CONTRACTOR. At all times during the term of this Agreement, CONSULTANT shall be an independent contractor and shall not be an employee of CITY. CITY shall have the right to control CONSULTANT only insofar as the results of CONSULTANT'S services rendered pursuant to this Agreement; however, CITY 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 CITY 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 CITY 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, its 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 CITY 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 CITY'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.

(5) CONSULTANT NOT AGENT. Except as CITY may specify in writing, CONSULTANT shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONSULTANT shall have no authority, express or implied, pursuant to this Agreement, to bind CITY 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 CITY, 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 CITY of the desire of CITY 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. CITY 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. CITY 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 CITY 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 CITY.

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent 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, its 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 shall have any direct financial interest in this agreement. This agreement shall be voidable at the option of the CITY 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, advice, 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 decision beyond the rendition of information, advice, recommendation or counsel.

EDAW Inc  
 2022 J Street, Sacramento, California 95811  
 T 916.414.5800 F 916.414.5850 www.edaw.com

April 29, 2009

Dawn Van Dyke  
 Management Analyst  
 City of Winters  
 318 First Street  
 Winters, CA 95694

**Subject: Proposal to Prepare Environmental Documentation for the NEPA Cultural Resources Studies for the Downtown Streetscape Improvements Project Phase II**

Dear Ms. Van Dyke:

The City of Winters desires to construct pedestrian and bicycle facilities in the Downtown Core which is formally listed in the National Register of Historic Places. The City must meet the NEPA/Section 106 requirements of Caltrans and FHWA as part of the proposed undertaking. The City has performed preliminary studies and is now seeking a consultant to prepare cultural resources technical documentation for the necessary improvements in a format that has been identified by Caltrans and FHWA.

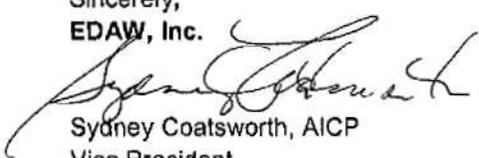
EDAW is ready to start now and will help the City meet their aggressive compliance schedule. We need no time to get up to speed as we recently completed a similar project for Caltrans District 4 and have the necessary knowledge and previous City of Winters experience to assist the City without the need for start-up time.

Following are some of the other reasons that we believe EDAW is the most qualified consultant for the proposed project:

- **Similar Projects.** EDAW has provided services similar to what is required for this Caltrans District 4 NEPA/Section 106 project on streetscape improvement projects for the City of Martinez, City of West Sacramento, City of Sacramento, City of Roseville, City of San Francisco, City of Vacaville, City of Elk Grove, County of Solano, County of Sacramento, and other local municipalities as well as the State of California, the federal government, and several public utilities. This previous experience will allow EDAW to operate efficiently and effectively within the compliance process outlined by Caltrans and FHWA.
- **Experienced Staff.** EDAW staff members are familiar with the local resources and stakeholders from previous work in the City of Winters. We have 140 professionals in our office in Sacramento that allow us to respond to almost any environmental compliance challenge. In addition to our experienced and knowledgeable cultural resources staff, EDAW offers services in graphic design, GIS, landscape architecture, and planning. This team has worked together on a number of Caltrans and municipal projects.
- **Cost Effective Defensible Documents.** EDAW will use an approach to preparing legally defensible environmental documentation for regulatory compliance for this project that is efficient, cost effective, and timely. We expect to complete our work in an expedited manner that will facilitate a quick resolution to the Caltrans/FHWA cultural resources compliance process.

EDAW would be honored to be considered for this important project. You can be assured that we will approach this with dedication, commitment, and the knowledge needed for the City of Winters to succeed. We look forward to discussing this with you further. We can be reached at (916) 414-5800 or via e-mail at mark.bowen@edaw.com.

Sincerely,  
 EDAW, Inc.

  
 Sydney Coatsworth, AICP  
 Vice President

  
 Mark Bowen  
 Project Manager

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**Cover Letter**

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**Appendix: Resumes**

# Firm Description



A complex array of local, state, and federal regulations and guidelines protect archaeological and historical resources. EDAW assists clients in meeting cultural resource requirements by providing expert planning advice and high-quality technical studies. The firm's diverse cultural resource experience includes a broad range of land development, streetscape, transportation, infrastructure, communications, energy, and military projects throughout the western United States. EDAW's staff members have technical backgrounds in architectural history, archaeology, history, and historical archaeology.

EDAW personnel have extensive experience conducting investigations for all types of historical resources. We offer specialized studies in historical research, historical archaeology, and architectural history. We have in-house capabilities for full documentation, research, and processing of historic structures and other historic period sites. EDAW has complete laboratory facilities available for the processing, identification, and analysis of historic materials. Our staff has experience on a wide variety of historic sites, including those dating to Spanish, Mexican, and Anglo-American periods as well as with Chinese-occupied sites. EDAW's historians and architectural historians have worked extensively in both urban and rural settings and have experience preparing a variety of reports such as Historic Property Survey Reports, Historic Architectural Survey Reports, Historical Resource Compliance Report, Historic American Buildings Survey, Historic American Engineering Record, Historical Resources Evaluation Reports, Finding of Effect and Finding of No Adverse Effect documents, and Primary Site Records, as well as evaluating sites for eligibility for the National Register of Historic Places and California Register of Historical Resources.

EDAW also provides in-house expertise in all phases of archaeological investigations, including archival research, literature reviews, archaeological surveys, test excavations, and data recovery programs, as well as construction monitoring and mitigation. We have a strong reputation with key reviewing agencies for the excellence of our technical studies. We have a track record of projects completed on or ahead of schedule, and within budget constraints.

Highly qualified staff members conduct complete record/archival searches, literature reviews, interpretation, and synthesis of results. Resource management and realization of full research potential are key components of our reports. We have completed many integrative management documents, including Historic Property Treatment Plans, Cultural Resource Management Plans, and Historic and Archeological Resources Protection Plans.



When Caltrans/FHWA funding and approvals are required, their environmental procedures need to be followed. EDAW has provided environmental documents and/or technical studies for projects requiring Caltrans/FHWA review in every Caltrans District in California, including environmental studies, documentation, and/or permitting for over 150 local assistance projects throughout the state. We are familiar with the procedures and expectations of Caltrans' staff, from a variety of projects. These projects have included proposed bridge replacements, seismic retrofits, new road construction, road safety improvements, bike paths, and highway interchanges. EDAW has also prepared environmental documentation for Caltrans office buildings, including two annex buildings in Sacramento, the District 11 Headquarters Building, and the Caltrans District 3 Headquarters in Marysville.

EDAW, an AECOM operating company, was founded in San Francisco in 1939, and now has offices throughout the world. The work for the Winters Streetscape project will be conducted by staff in EDAW's Sacramento office. Our project manager will be Mark Bowen.

#### Contact Information

Mark Bowen, Senior Architectural Historian  
 EDAW, Inc.  
 2022 J Street  
 Sacramento, CA 95811  
 T: (916) 414-5800  
 E: [mark.bowen@edaw.com](mailto:mark.bowen@edaw.com)

# Key Personnel

EDAW staff members possess the knowledge, experience, expertise, and availability to successfully provide cultural resources studies for the City of Winters. EDAW's staff members have technical backgrounds in archaeology, history, historical archaeology, architectural history, and Native American consultation. EDAW provides in-house expertise in all phases of archaeological and historical investigations. Our proposed staff members for this project all have experience preparing reports for Caltrans, District 4, review and recent experience with similar projects. A summary of their experience is provided here, and resumes are in the appendix.

## Education:

M.A., Public History, California State University, Sacramento, 2003

Certificate in Public History and Archaeological field school, California State University, Chico, 1996

B.A., Anthropology, California State University, Sacramento, 1999

CCPH Registered Historian #576

## Mark Bowen, Project Manager

Mark Bowen will manage this project and will be responsible for the quality of the reports and for their delivery on time and within budget. He will serve as the liaison to the City of Winters and to Caltrans, if desired by the City. Mr. Bowen is a senior historian/architectural historian with 14 years of experience conducting cultural resources inventories and evaluations in California for federal, state, and local agencies. Mr. Bowen has previous experience inventorying the historic resources of downtown Winters and recently led the Caltrans studies for a similar streetscape improvement project for the City of Martinez. The Martinez project recently received Caltrans District 4 approval and special note from Caltrans for the quality of the reports.

Mr. Bowen authors and co-authors cultural resources technical reports, including archaeological survey reports (ASR), historic property survey reports (HPSR) Finding of Effect and Finding of Effects documents (FOE), Department of Transportation Act Section 4(f) analyses, and other historic resources and historic architectural inventories/evaluations and archives/collections management documents. He specializes in historic building/structure documentation, research for thematic contexts, and design and implementation of project-specific computer databases. He has conducted research at various sources of primary and secondary documentation repositories throughout California for the purposes of environmental compliance and other litigation support. Mr. Bowen has experience in historic research, field inventory, and site assessment for Section 106 and Section 110 of the National Historic Preservation Act (NHPA), NEPA, Section 4(f) of the of the Department of Transportation (DOT) Act of 1966, California Public Resources Code 5024.5, and CEQA compliance; evaluating resources for significance (and formal listing of resources) for the California Register of Historical Resources and the National Register of Historic Places. He has assisted cities with consultation with State Historic Preservation Officers, Caltrans, and local review agencies.

He specializes in implementing Section 106 of the National Historic Preservation Act, as well as other federal and state regulations, particularly in regards to assessing the direct and indirect effects of projects on historic properties. Mr. Bowen meets the Secretary of the Interior's professional standards as a historian and architectural historian and is also experienced in archaeological field survey and excavation methods.

**Education:**

BS. Anthropology, Michigan State University, 1978

CEQA Procedures and Case Law Update, Association of Environmental Professionals (2002)

Section 106 New Implementing Regulations, Advisory Council on Historic Preservation (2000)

**Steve Heipel, Principal-in-Charge**

As Principal-in-Charge, Steve Heipel will ensure that EDAW provides adequate staff and other resources to complete the Winters Streetscape Improvements Phase II Cultural Resources studies on schedule and within budget. He will also provide peer review of EDAW's work products. Mr. Heipel is a Principal with 30 years of experience as a cultural resources specialist and environmental planner working in California, Nevada, and other western states. He has specializes in managing cultural resources technical investigations and road improvement projects in compliance with federal, state, and local laws, regulations, and policies pertaining to cultural resources and other environmental planning requirements. Mr. Heipel has managed numerous environmental documents under NEPA and CEQA and also has extensive experience conducting cultural resources inventories and impact assessments, National Register evaluations, Native American contact programs, and construction monitoring. He has experience in road improvement, bridge replacement, and bike trail projects working with various local agencies, Caltrans, and FHWA. Mr. Heipel has prepared or managed cultural resource management documents for more than for more than 80 transportation improvement projects throughout California (Caltrans Districts 1, 2, 3, 4, 5, 6, 10, and 11). His projects have been in Yolo, Solano, Sacramento, San Joaquin, Placer, Stanislaus, Calaveras, Amador, Tuolumne, Mariposa, Lassen, and numerous other California counties. He manages the preparation of cultural resource management reports (ASR, HASR, HABS/HAER, BER, Findings of Effect, and HPSR), Natural Environment Studies, Initial Studies, Negative Declarations, EIRs, EISs, Environmental Assessments/FONSIs, and CE/CE documents in compliance with Caltrans/FHWA requirements.

**Education:**

Ph.D., Anthropology, Rutgers University, 1999

M.A., Anthropology, Rutgers University, 1992

B.A., Anthropology, Montclair State College, 1985

Heritage Resources Management Program, Section 106 Training, University of Nevada, Reno, 2001

**Brian Ludwig, Senior Archaeologist**

Brian Ludwig will provide archaeological resource evaluation strategy and senior review of technical reports and APE map. Dr. Ludwig is a Senior Archaeologist with 28 years of cultural resources management and academic archaeological experience. He possesses a broad range of project experience in implementing and managing technical investigations for public projects, including several dozen transportation projects. These studies were conducted in accordance with national, state and local preservation guidelines including NEPA, CEQA, Section 106 of the National Historic Preservation Act, and the

Native American Graves Protection and Repatriation Act. Dr. Ludwig has managed and participated in a diverse range of cultural resource studies ranging from large-scale urban historic excavations to surveys of road improvement projects and documents such as HPSRs and ASRs for Caltrans review. He has developed an extensive set of skills including expertise in lithic analysis, burial and cemetery excavation techniques, and historic military materials. Recent work includes the Caltrans District 3 Building Replacement Project, and a host of transportation improvement projects for Solano County, San Joaquin County, Napa County, City of Vacaville, City of Sacramento, and other cities and counties.

**Education:**

M.A., Public History, California State University, Sacramento, May 2003  
 Thesis: "National Register Historic District Nomination for Wright and Kimbrough's Tract 24" regarding early 20th century residences.

B.A., Anthropology, California State University, Sacramento, 1999

CEQA: An Approach, UC Davis, 2000  
 Certificate, Section 106: An Advanced Seminar, National Preservation Institute, 2001

**Angel Tomes, Architectural Historian/Archaeologist**

Angel Tomes will provide a majority of the background research, field work, and draft analysis of project impacts for the history property survey report, archaeological survey report, and finding of effect and 4(f) documents, if required. Ms. Tomes conducts architectural evaluations, historic research, archaeological surveys, Native American coordination, data recovery excavations, archaeological monitoring, laboratory analysis, and archaeological curation. Ms. Tomes has experience with historic urban neighborhoods, Chinese occupation sites, historic rural residences, historic trails, historic mines, hydroelectric relicensing projects, Native American reservations, and prehistoric sites, including burials. She has authored or co-authored numerous cultural resource technical reports, such as Archaeological Survey Reports, Historic Property Survey Reports, Historic Architectural Survey Reports, Finding of Effect and Finding of No Adverse Effect documents, Department of Parks and Recreation Primary Site Records, Archaeological Monitoring Reports, and Cultural Resources Inventory Reports. Through her experience, Ms. Tomes has gained a broad knowledge of research techniques, including archival research, and is familiar with various technical report styles and requirements for federal, state, and local agencies. She has inventoried and evaluated historic resources and archaeological resources within urban environments and for projects requiring Caltrans review. A representative sample of these projects includes the Marina Vista Streetscape Project, Caltrans District 3 Headquarters, Roseville's Riverside Gateway Specific Plan/Design Guidelines and Vernon Street Historic Buildings Evaluation, Sacramento Housing and Redevelopment Agency Design Guidelines, State Route 87/Guadalupe Corridor Project, South 65th Street Area Plan EIR, College Square Planned Unit Development EIR, West Sacramento's Raley's Landing EIR and a New Comprehensive High School, as well as 20 local assistance projects requiring Caltrans review of reports for Solano County, San Joaquin County, City of Sacramento, City of Elk Grove, and several other California municipalities.

# Project Experience & References

EDAW has recent and relevant archaeological and historical cultural resources surveys, studies, and documentation experience. This section provides a description of a representative sample of our recent projects. Sample documents are provided separately.

## **Caltrans District 4 Comments:**

"The following comments point out two areas in which the document excels.

**Historic Overview.** This section does a good job of contextualizing the historic-period development of the Martinez area.

**Project Alignment History.** This section does a very good job of contextualizing the historic-period development of the APE. Including copies of the relevant historic and Sanborn maps in addition to your analysis in the text provides the appropriate level of site-specific detail necessary to support the findings presented in the ASR and HPSR."

—Christopher Caputo, Principal Investigator—Prehistoric Archaeology, and Jennifer Darcangelo, Chief, Office of Cultural Resource Studies, Caltrans  
January 7, 2009

## **Marina Vista Streetscape Project, Martinez**

### **CLIENT: City of Martinez**

EDAW completed federal and state required cultural resources compliance studies for the City of Martinez Public Works Department for their proposed Marina Vista Streetscape Project. The proposed project included several improvements to a section of Marina Vista Avenue, in downtown Martinez. Proposed improvements include new brick sidewalks, new curb and gutter, decorative street lights, street trees, enhanced pedestrian crosswalks, a bicycle lane, pedestrian bulb-outs for traffic calming, street furniture, entry signage, ADA improvements, and utility undergrounding. The proposed project is located within one of the oldest developed areas of downtown Martinez and is adjacent to a railroad alignment and the Martinez Strait. The City requested the completion of Caltrans cultural resources studies as part of the requirements for receiving local assistance funding. In response to an aggressive schedule needed by the City to avoid the loss of funding, EDAW staff completed the technical studies quickly, efficiently, and to a quality level that resulted in expedient responses from Caltrans. EDAW cultural resources staff knowledge of Caltrans guidelines, attention to the schedule, and production of quality products allowed the applicant to close the Section 106 process on time and retain the necessary funding for the proposed streetscape project. Deliverables included an HPSR and ASR in compliance with Section 106 of the National Historic Preservation Act. Caltrans District 4 not only reviewed and approved the document but also provided feedback indicating the high quality of EDAW's reports.

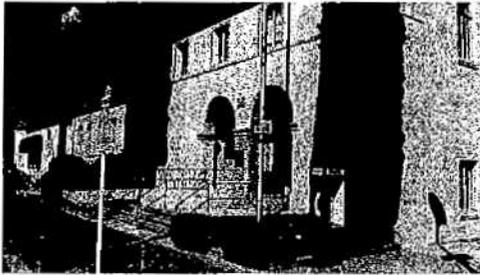
## **Riverside Gateway Specific Plan, Streetscape Design, Design Guidelines, and EIR/EA, Roseville**

### **CLIENT: City of Roseville**

The revitalization of Central Roseville is an important priority for the City of Roseville. The Riverside Avenue corridor has specifically been identified as a key priority for improvements in Roseville, as it serves as an entry to the City and a gateway to Roseville's traditional downtown. EDAW prepared a Specific Plan to identify opportunity sites for development or redevelopment that can act as catalysts and change. The EDAW team created alternative development prototypes for opportunity sites, to determine the highest and best use and



design strategies. The specific plan and streetscape design for the Riverside Gateway area serves to create an attractive, pedestrian-oriented area with linkages to surrounding neighborhoods and other destinations. EDAW also prepared the associated EIR/EA and supporting technical studies including cultural resources. EDAW inventoried and researched over 80 buildings within the project area and prepared an HPSR and Historic Resources Evaluation Report. EDAW and the City of Roseville won the APA Section Award of Merit for this project in June 2006 and the SACOG Blueprint Excellence Award in December 2006.



#### **Vernon Street Historic Buildings Inventory and Evaluation, Roseville, CA**

##### **CLIENT: City of Roseville Planning**

EDAW inventoried and evaluated a historic-era Post Office and City Hall. The City of Roseville is proposing to redevelop its downtown area and is coordinating with the US Postal Service on a new mail facility. The project involves the demolition of both locally owned and federally owned properties. EDAW staff coordinated with city staff and US Postal Service historians on the evaluation of these buildings.



#### **Caltrans District 3 Headquarters Project EIR, Marysville**

##### **CLIENT: California Dept of General Services/Caltrans**

The project involved replacing the existing Caltrans District 3 office complex with 230,000 square feet of new office space, employee parking areas, and needed support facilities to consolidate District 3 staff and operations into one location. The replacement office space required the acquisition of new land from the City of Marysville and closure of portions of several local roads. The existing office building and other ancillary structures will be removed following completion and occupancy of the replacement office facility. EDAW prepared an EIR, supporting technical studies (including biological and cultural resources), and various approval documents. The project was authorized by the State to be delivered using a design-build method. As such, the EIR addressed a variety of preliminary siting and planning schemes that would meet the State's needs for the project while allowing for flexibility in the final design stage. Groundbreaking took place on October 6, 2006, and EDAW provided environmental monitoring support during construction in compliance with the MMRP.

#### **On Call Public Works Projects, Sacramento County**

##### **CLIENT: Sacramento County Public Works**

Under this contract, EDAW is providing environmental services for a variety of public works projects including several road improvement and expansion projects. Examples of past task orders include Calvine Road Widening Permitting and Cultural Resources, Lewis Stein Road Extension Wetland Delineation, Fulton Avenue Beautification Project Phase 2 Permitting, Jacob's Slough Wetland Delineation, and Mather Field Air Cargo Access Road Expansion Rare Plant Surveys and Wetland Delineation.



### **South 65th Street Area Plan EIR, Sacramento**

#### **CLIENT: City of Sacramento**

EDAW prepared an EIR for the redevelopment of 141-acres in a portion of the East Broadway Community Plan Area of the City of Sacramento. The proposed plan involves adopting an Area Plan (including goals, policies, implementation mechanisms, development guidelines, and urban design guidelines), general plan amendments, and rezones to encourage higher density mixed land uses. The primary goals of the plan are to redevelop underutilized parcels, encourage transit-oriented development adjacent to the 65th Street Light Rail station, and extend the University District along 65th Street from California State University, Sacramento. The cultural resources studies included an inventory of over 80 buildings and structures within the plan area as well as a study of prehistoric resources.



### **Public Works On-Call Environmental Services, San Joaquin County**

#### **CLIENT: San Joaquin County**

EDAW currently is providing environmental services for a variety of public works projects in an on-call capacity. Technical reports were completed in compliance with CEQA and Section 106 for submittal to Caltrans. A representative sample of the task orders include:

- El Rancho Road Bridge Replacement (HPSR, ASR)
- Tully Road Bridge Replacement (HPSR, ASR, Historic Resource Evaluation Report)
- McBride Road Bridge Replacement (HPSR, ASR, Historic Resource Evaluation Report)

### **Suisun Valley Road Bridge 77, Solano County**

#### **CLIENT: Solano County Department of Transportation**

EDAW conducted archaeological studies prior to replacement of a National Register-eligible bridge over Suisun Creek. This work included archaeological field excavations/analysis for the National Register of Historic Places (NRHP) evaluation of prehistoric site CA-SOL-61, including two human interments. EDAW prepared HPSR, ASR, Extended Survey Report, NRHP Evaluation Report, field identification and treatment of prehistoric burials, coordinated with Native American Most Likely Descendant in compliance with the guidelines of Caltrans District 4 and State law. Over the years, EDAW has worked on at least 14 other projects for the Solano County Transportation Department.

### **Creekwalk Extension Phase II Conceptual Design and CEQA Compliance, Vacaville**

#### **CLIENT: City of Vacaville**

EDAW prepared conceptual designs for the Creekwalk Extension—Phase II project for the City in 2007 in conjunction with our work on the Opportunity Hill Downtown Master Plan. EDAW's plan addressed numerous urban design issues including streetscape character,

building-to-street relationship, vertical and horizontal mixing of uses, pedestrian connections and accessibility, a coordinated parking strategy, and opportunities to enhance the character and identity of the Downtown. Land use alternatives were developed and evaluated through a community workshop, developer interviews, and a series of city staff meetings to create a clear implementation strategy as the blueprint for future development in Opportunity Hill. The proposed project would extend the existing Creekwalk along Ulatis Creek in the downtown Vacaville area from the current terminus east to McClellan Street along the north side of Ulatis Creek adjacent to School Street. The project would provide a pedestrian connection between recreation, retail, restaurant, office, and residential uses in the historic eastern section of downtown Vacaville. The project would also be part of a Class 1 multiuse path connection along Ulatis Creek between east and west Vacaville currently bisected by Interstate 80. EDAW also prepared an IS/MND in compliance with CEQA, including an HPSR and ASR for approval by Caltrans District 4 and facilitating consultation required under Section 106.



**SHRA Historic Design Guidelines, Sacramento, CA**  
**CLIENT: Sacramento Housing and Redevelopment Agency**

EDAW developed Updated Design Guidelines for the North Sacramento, Oak Park, and Del Paso Heights redevelopment areas, administered by the Sacramento Housing and Redevelopment Agency. EDAW conducted a preliminary assessment of historic properties in conjunction with the update of the design guidelines for the historic Oak Park neighborhood. We conducted historic research and prepared the technical report. The Design Guidelines included single-family and multi-family residential and commercial sections tailored to the unique characteristics of each neighborhood. The Oak Park Design Guidelines included three special character areas that addressed the neighborhood's historic and architectural diversity, while the North Sacramento Design Guidelines addressed transit-oriented development, and the Del Paso Heights Design Guidelines highlighted new urbanist residential design. Project management included ongoing coordination of multiple public workshops and collaboration with the City of Sacramento's design review and historic preservation departments.

**Yerba Buena Island Ramps Improvement Project, San Francisco**

**CLIENT: San Francisco County Transportation Authority**

The San Francisco County Transportation Authority (Authority) proposes to remove the westbound on-ramp and the westbound off-ramp located on the eastern side of Yerba Buena Island (YBI). A new westbound on-ramp and a new westbound off-ramp that replicate the functional roles of the current ramps on the eastern side of YBI - would be constructed. The purpose of the project is to address the geometric and operational deficiencies of the existing on- and off-

ramps, to the extent physically and economically feasible; improve traffic operations to and from the new east span of the San Francisco Oakland Bay Bridge and improve traffic safety. For the proposed action, the Authority in coordination with Caltrans, District 4 is preparing a joint EIS/EIR. As part of the compliance process, EDAW is coordinating the completion of the Caltrans and FHWA cultural resources technical documentation for Section 106 and Section 4(f). EDAW cultural resources staff completed an HPSR and ASR for the proposed project. Additionally, EDAW staff integrated a separate Historic Resources Evaluation Report. As part of the required technical studies, a Finding of Effect (FOE) and 4(f) documentation are also being prepared.



**The Santa Clara Gardens Development EIR, Santa Clara**  
**CLIENT: California Department of General Services and the City of Santa Clara**

EDAW prepared the EIR for a proposed single-family and senior housing development located on one of the last remaining undeveloped parcels in the urban area of the City of Santa Clara. EDAW conducted a historic resource inventory of the Bay Area Research Extension Center facility buildings and grounds and archival research to evaluate its potential as a designed cultural landscape. BAREC was operated by the University of California, Davis, from 1952 - 2002 as an agricultural research facility. EDAW worked with an EDAW botanist regarding identification of surviving garden plantings and prepared a technical report that was incorporated into the EIR. The City of Santa Clara was the Lead Agency and DGS is a Responsible Agency under CEQA. Other Responsible Agencies include the City of San Jose, Department of Toxic Substances Control, Santa Clara Valley Water District, the Regional Water Quality Control Board, and the City of Santa Clara Redevelopment Agency.

**McCloud Mill Historic Building and Cultural Landscape Evaluation, Mount Shasta**

**CLIENT: Pacific Municipal Consultants**

The applicant is proposing to redevelop a historic mill site. EDAW undertook an analysis of the project area involving several aspects of cultural resource issues. These aspects included the inventory and evaluation of the historic-era buildings and evaluation of the site as a potential historic landscape, addressing potential impacts, both direct and indirect, to a nearby National Register of Historic Places historic district, as well as providing mitigation measures in compliance with CEQA to support the EIR.

**Louise Avenue I-5 Interchange Project, Lathrop, CA**

**CLIENT: City of Lathrop**

As a subconsultant to an engineering firm, EDAW prepared the biological resources and cultural resources technical studies in support of the PEAR for the Louise Avenue/I-5 interchange project in

the City of Lathrop. Tasks included background research, field survey and report preparation as well as meetings and consultation on issues pertaining to biological and cultural resources.



**Highway 50 Corridor Projects, Sacramento County, CA**  
**CLIENT: Highway 50 Corridor Mobility Partnership**

EDAW is working on various highway and road improvement projects along the Highway 50 Corridor as a subconsultant to an engineering prime. EDAW reviewed existing information and gathered additional information as needed to support the environmental technical studies, including cultural resources studies, and prepared the preliminary environmental analysis reports (PEARs) in compliance with the Caltrans Handbook for three projects:

- Improvements to White Rock Road between Sunrise Boulevard, the El Dorado County Line, and Highway 50 (Received Golden Eagle Award from Caltrans)
- Auxiliary lanes along Highway 50 between Sunrise Boulevard and Folsom Boulevard
- Improvements to existing Highway 50/Hazel Interchange.

**REFERENCES**

**Project:** Marina Vista Streetscape Project  
**Client:** Bellecci & Associates, Inc.  
**Contact:** Lori Treviranus, Associate Principal  
**Address:** 2290 Diamond Blvd., Suite 100, Concord, CA 94520  
**Phone:** (925) 685-4569  
**E-mail:** [lori@bellecci.com](mailto:lori@bellecci.com)

**Project:** Riverside Gateway Specific Plan, Streetscape Design, Design Guidelines, and EIR/EA, including Cultural Resources Studies  
**Client:** City of Roseville  
**Contact:** Kevin Payne, Assistant Director  
**Address:** 311 Vernon Street, Roseville, CA 95678  
**Phone:** (916) 774-5256  
**E-mail:** [kpayne@roseville.ca.us](mailto:kpayne@roseville.ca.us)

**Project:** Caltrans District 3 Headquarters and Numerous Other Projects Throughout Northern California  
**Client:** California Department of General Services (DGS) and California Department of Corrections and Rehabilitation (CDCR)  
**Contact:** Bob Sleppy, Deputy Director for the Environmental Services Branch of the Facilities, Planning, and Acquisition Division, CDCR (former Chief, Environmental Section of DGS, Real Estate Services Division)  
**Address:** 9838 Old Placerville Road, Suite B, Sacramento, CA 95827  
**Phone:** (916) 255-1141  
**E-mail:** [Bob.Sleppy@cdcr.ca.gov](mailto:Bob.Sleppy@cdcr.ca.gov)

# Project Understanding, Assumptions, Schedule, & Cost



## PROJECT UNDERSTANDING

Based on a grant from the Sacramento Area Council of Governments and the requirements of NEPA, the City of Winters is requesting the completion of Caltrans cultural resources technical studies for a streetscape project within the Downtown Winters Core area that is listed on the National Register of Historic Places. These studies will include an archaeological pedestrian survey, additional archival research, HPSR package (including APE and ASR), and a Finding of Effect. Additionally, Section 4(f) documentation may be required. EDAW proposes a phased approach to document the presence of any potentially significant cultural resources that may be present within or immediately adjacent to the project. EDAW will consult with interested parties, review all appropriate past studies and confirm the locations and present conditions of previously documented sites, buildings, and structures. EDAW will then conduct a field survey of the proposed project area and will research the potential for significant subsurface cultural materials to be discovered during the course of the project. Though unlikely, EDAW will also consider the potential for the proposed project to effect any character-defining features of the National Register listed district. The submitted technical reports will be reviewed by the City and Caltrans District 4 cultural resources staff and submitted to FHWA and the Office of Historic Preservation as necessary.

## ASSUMPTIONS

1. City will provide an appropriate base map from which to produce the APE map. This base map will show all parcels and proposed engineering features of the proposed project.
2. City will provide a clear and finalized project description for the proposed project.
3. The City will provide any appropriate and related documents regarding cultural resources within the City and will provide all previous reports, analysis, etc., regarding infrastructure (utilities installation/upgrades, sidewalk replacements, etc.).
4. Considering the nature of the streetscape project and review of existing conditions at the site, we assume that a finding of No Historic Properties Effected or No Adverse Effect is possible and thus either no formal 4(f) analysis will be necessary or a 4(f) finding of *De Minimis* will be appropriate.
5. One round of review by the City and one round of review by Caltrans will be required for the HPSR package.

**SCHEDULE**

- Draft HPSR package to City 60 days following NTP
- Final HPSR package to City 30 days following receipt of comments from Caltrans

**COST**

EDAW's estimate for the work required is \$12,999.

# Appendix: Resumes

**MARK BOWEN****Project Manager/Senior Historian/Architectural Historian****EDUCATION**

M.A., Public History, California State University, Sacramento, 2003

Certificate in Public History and Archaeological field school, California State University, Chico, 1996

B.A., History, California State University, Chico, 1996

**REGISTRATIONS**

CCPH Registered Historian #576

**AFFILIATIONS**

California Council for the Promotion of History (Treasurer 2006 to 2008)

Mark Bowen is a senior historian/architectural historian with over 14 years experience conducting cultural resources inventories and evaluations in California for federal, state, and local agencies. Mr. Bowen authors and co-authors cultural resources technical reports, including historic resources and historic architectural inventories/evaluations and archives/collections management documents. He specializes in historic building/structure documentation, research for thematic contexts, and design and implementation of project-specific computer databases. He has conducted research at various sources of primary and secondary documentation repositories throughout California as well as Nevada, Utah, Colorado, and Ohio for the purposes of environmental compliance, land use histories, water rights research, and other litigation support. Mark has experience in historic research, field inventory, and site assessment for Section 106 and Section 110 of the National Historic Preservation Act (NHPA), National Environmental Policy Act (NEPA), Section 4(f) of the of the Department of Transportation (DOT) Act of 1966, California Public Resources Code 5024.5, and California Environmental Quality Act (CEQA) compliance; evaluating resources for significance (and formal listing of resources) for the California Register of Historical Resources (CRHR) and the National Register of Historic Places (NRHP); preparation of Historic American Building Survey (HABS) and Historic American Engineering Record (HAER) documentation; developing integrated cultural resource management plans and mitigation measures; preparing reports for cultural resource and environmental compliance; developing onsite interpretive exhibits and website content; assisting the consultation with State Historic Preservation Officers and local review agencies; preparing and coordinating proposals for work and cost estimates; and managing projects. Client agencies he has worked with include the United States Forest Service (USFS), United States Air Force, United States Marine Corps, United States Navy, Army National Guard, United States Army Corps of Engineers, Caltrans, California Department of General Services Real Estate Services Division, and numerous county/city public works and planning departments. He specializes in implementing Section 106 of the National Historic Preservation Act, as well as other federal and state regulations, particularly in regards to assessing the direct and indirect effects of projects on historic properties. Mr. Bowen meets the Secretary of the Interior's professional standards as a historian and architectural historian, and is also experienced in archaeological field survey and excavation methods.

**PROJECT EXPERIENCE****Marina Vista Streetscape Project, Martinez, CA  
Cultural Resources Task Leader**

**CLIENT:** City of Martinez/Bellecci & Associates, Inc.

EDAW completed federal and state required cultural resources compliance studies for the City of Martinez Public Works Department for their proposed Marina Vista Streetscape Project. The proposed project included several improvements to a section of Marina Vista Avenue, in downtown Martinez. Proposed improvements include new brick sidewalks, new curb and gutter, decorative street lights, street trees, enhanced pedestrian crosswalks, a bicycle lane, pedestrian bulb-outs for traffic calming, street furniture, entry signage, ADA improvements, and utility undergrounding. The proposed project is located within one of the oldest developed areas of downtown Martinez and is adjacent to a railroad alignment and the Martinez Strait. The City requested the completion of Caltrans cultural resources studies as part of the requirements for receiving local assistance funding. In response to an aggressive schedule needed

**MARK BOWEN**

by the City to avoid the loss of funding, EDAW staff completed the technical studies quickly, efficiently, and to a quality level that resulted in expedient responses from Caltrans. EDAW cultural resources staff knowledge of Caltrans guidelines, attention to the schedule, and production of quality products allowed the applicant to close the Section 106 process on time and retain the necessary funding for the proposed streetscape project. Deliverables included an HPSR and ASR in compliance with Section 106 of the National Historic Preservation Act. Caltrans District 4 not only reviewed and approved the document but also provided feedback indicating the high quality of EDAW's reports.

**Yerba Buena Island Ramps Improvement Project, San Francisco, CA  
Cultural Resources Task Leader**

**CLIENT:** San Francisco County Transportation Authority

The San Francisco County Transportation Authority (Authority) proposes to remove the westbound on-ramp and the westbound off-ramp located on the eastern side of Yerba Buena Island (YBI). A new westbound on-ramp and a new westbound off-ramp that replicate the functional roles of the current ramps on the eastern side of YBI - would be constructed. The purpose of the project is to address the geometric and operational deficiencies of the existing on- and off-ramps, to the extent physically and economically feasible; improve traffic operations to and from the new east span of the San Francisco Oakland Bay Bridge and improve traffic safety. For the proposed action, the Authority in coordination with Caltrans, District 4 is preparing a joint EIS/EIR. As part of the compliance process, Mr. Bowen is coordinating the completion of the Caltrans and FHWA cultural resources technical documentation for Section 106 and Section 4(f). EDAW cultural resources staff completed an HPSR and ASR for the proposed project. Additionally, he integrated a separate Historic Resources Evaluation Report. As part of the required technical studies, a Finding of Effect (FOE) and 4(f) documentation are also being prepared.

**Winters Road/Railroad Avenue Bridge Replacement Project, Winters, CA  
Project Manager/Architectural Historian**

**CLIENT:** TY Lin/USACE

Mr. Bowen conducted Section 106 and Section 4(f) studies of buildings and a historic bridge scheduled for replacement.

**West Sacramento Clarksburg Branch Compliance, Yolo County, CA  
Architectural Historian**

**CLIENT:** City of West Sacramento

Mr. Bowen assisted the City of West Sacramento with cultural resources studies for a railroad acquisition project. He coordinated with the Office of Historic Preservation to complete cultural resources studies pertaining to railroad alignment.

**First Street Bridge Over the Napa River, Napa County, CA  
Architectural Historian**

**CLIENT:** TY Lin/USACE

Mr. Bowen conducted Section 4(f) studies and cultural resources studies of buildings near the Napa First Street Bridge.

**Historic Architectural Survey Report, Highway 156, San Benito County, CA  
Architectural Historian**

**CLIENT:** Caltrans, District 5

Mr. Bowen conducted a field survey and research. He authored historic context and site-specific historic significance information. Mr. Bowen completed two

**MARK BOWEN**

separate projects, one for the stretch from San Juan Bautista to Mitchell Road and another from Castroville to Prunedale.

**Survey of Historic Properties, Folsom Corridor Rail Project, Regional Transit District, Sacramento, CA**

**Architectural Historian**

**CLIENT:** Regional Transportation Authority

Mr. Bowen assisted with research of properties within the district and prepared maps and graphics for the final report.

**Evaluation of Glenshire Historic Bridge, Nevada County, CA**

**Architectural Historian**

**CLIENT:** KEA Environmental

Mr. Bowen assisted in mapping and draft report production in the evaluation of a Truckee bridge's historical significance under CEQA and Section 106.

**Larkspur Bridges, Marin County, CA**

**Architectural Historian**

**CLIENT:** Parsons Brinkerhoff

Mr. Bowen managed a multidisciplinary team to conduct NEPA and CEQA compliance for three bridges within the City of Larkspur.

**Sonoma Bridges Evaluation and Finding of Effect, Sonoma County, CA**

**Architectural Historian**

**CLIENT:** Imbsen and Associates; Caltrans

Mr. Bowen assisted with cultural resources studies for seismic retrofit projects on the Bohemian Highway, Wohler, and Moscow Road bridges in Sonoma County. He wrote evaluation reports and presented findings at the Sonoma County Landmarks Commission meeting.

**I-80 Pedestrian Overcrossing, Sacramento, CA**

**Architectural Historian**

**CLIENT:** URS

Mr. Bowen conducted cultural resources studies of impacts of a pedestrian crossing over components of a historic district.

**Historic Property Survey Report; Bridge Evaluation, Bohemian Highway Bridge at Monte Rio, Sonoma County, CA**

**Architectural Historian**

**CLIENT:** Sonoma County Public Works

Mr. Bowen conducted field survey, research, and authored reports.

**American River Bridge Evaluation, Sacramento, CA**

**Architectural Historian**

**CLIENT:** Williams Communications

Mr. Bowen conducted evaluation and FOE of the American River Bridge for the fiber optic alignment. He evaluated bridge for eligibility for listing in the National Register of Historic Places (NRHP) and the California Register of Historical Resources (CRHR).

**Tower Bridge, Sacramento, CA**

**Architectural Historian**

**CLIENT:** Parsons Brinckerhoff

Mr. Bowen completed HAER and Interpretive Kiosk mitigation for a bicycle/pedestrian walkway improvement project on a historic bridge in City of Sacramento.

**MARK BOWEN****Honcut Bridge HAER, Butte and Yuba Counties, CA****Architectural Historian****CLIENT:** Yuba County Public Works

Mr. Bowen authored HAER documentation for Honcut Bridge replacement project between Butte and Yuba Counties. He conducted research, authored a report, and assisted with photo documentation of the bridge.

**Historic Resource Research and Evaluation, Port of Los Angeles Berths, Los Angeles, CA****Architectural Historian****CLIENT:** Port of Los Angeles

Mr. Bowen co-authored evaluation reports of various berths and assisted with the compliance process. He conducted historic resource research and documentation of Port of Los Angeles Berths 147 and 171-173. Co-wrote evaluation reports of berths and assisted with evaluation under the NRHP and the CRHR. He also inventoried and evaluated port buildings for listing in the CRHR and provided content for mitigation Web site, including text for the removal of the historic Badger Avenue Bridge.

**Historic Architectural Survey Report, Highway 101: Pismo Beach, San Luis Obispo County, CA****Architectural Historian****CLIENT:** Caltrans, District 5

Mr. Bowen provided research, mapping, and production assistance.

**Lower Sacramento Road Evaluation (Kettleman to Harney Lane), San Joaquin County, CA****Architectural Historian****CLIENT:** Mark Thomas Engineers

Mr. Bowen conducted cultural resources studies for road-widening project in Lodi. He inventoried and evaluated resources included residential and agricultural buildings, structures, and roads.

**Historic Architectural Survey Report; Historic Resource Evaluation Report, Road 80, Tulare County, CA****Architectural Historian****CLIENT:** Tulare County Public Works

Mr. Bowen conducted a field survey, research, and authored reports. Assisted Tulare County and Caltrans with cultural resources studies for a major road-widening project between the cities of Dinuba and Visalia. Resources evaluated included residential and agricultural buildings and structures, railroad alignments, irrigation canals, roads, and bridges.

**Historic Architectural Survey Report; Historic Resource Evaluation Report, Lower Sacramento Road, San Joaquin County, CA****Architectural Historian****CLIENT:** San Joaquin County Public Works

Mr. Bowen conducted a field survey, research, and authored reports. He conducted cultural resources studies for road-widening project in the City of Lodi. Resources inventoried and evaluated included residential and agricultural buildings and structures, irrigation canals, roads, and bridges.

**Weaverville East Connector Evaluation, Trinity County, CA****Architectural Historian****CLIENT:** City of Weaverville

Mr. Bowen co-authored an historic architectural survey report and historic resource evaluation report for Weaverville East Connector.

**STEVE HEIPEL**  
**Principal/Senior Project Manager**

**EDUCATION**

BS, Anthropology, Michigan State University, 1978

CEQA Procedures and Case Law Update, Association of Environmental Professionals (2002)

Section 106 New Implementing Regulations, Advisory Council on Historic Preservation (2000)

**AFFILIATIONS**

Society for California Archaeology

Society for American Archaeology

Association of Environmental Professionals

Society of American Military Engineers

**PROFESSIONAL PAPERS**

"Perspectives on a Mining Landscape Near Weaverville." Co-author of a paper presented at the Society for California Archaeology Annual Meetings, San Diego, California (1998).

"Archaeological Indications of California's Historic Chute Logging Industry." Co-author of a paper presented at the Society for California Archaeology Annual Meetings, Sacramento, California (1991).

"A Preliminary Assessment of Land Use Differences Between the Alsiuge and Apwaruge Divisions of the Ethnographic Atsugewi." Paper presented at the Society for California Archaeology Annual Meetings, Redding, California (1987).

Steve Heipel is a Principal with 30 years of professional experience as a project manager, environmental planner, and cultural resources specialist working in California, Nevada, and other western states. He has a broad range of project experience and specializes in managing cultural resources technical investigations and development projects in compliance with federal, state, and local laws, regulations, and policies pertaining to cultural resources and other environmental planning requirements. Mr. Heipel has managed numerous environmental documents under California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), including facility redevelopment and relocation, and also has extensive experience conducting cultural resources inventories and impact assessments, National Register evaluations, Native American contact programs, and construction monitoring. He has extensive experience in bridge replacement, road improvement, and facility projects working with various local agencies, Caltrans, and FHWA. Mr. Heipel has prepared or managed cultural resource management documents for more than 50 bridge replacement projects and managed environmental documentation for more than 80 transportation improvement projects throughout California (Caltrans Districts 1, 2, 3, 4, 5, 6, 10, and 11). His projects have been in San Joaquin, Solano, Sacramento, Yolo, Placer, Stanislaus, Calaveras, Amador, Tuolumne, Mariposa, Lassen, and numerous other California counties. He manages the preparation of cultural resource management reports (ASR, HASR, HABS/HAER, BER, Findings of Effect, and HPSR), Natural Environment Studies, Initial Studies, Negative Declarations, EIRs, EISs, Environmental Assessments/FONSIs, and CE/CE documents in compliance with Caltrans/FHWA requirements.

**PROJECT EXPERIENCE**

**Riverside Gateway Specific Plan, Streetscape Design, Design Guidelines, and EIR/EA, Roseville, CA**

**EIR Project Manager**

**CLIENT:** City of Roseville

The Riverside Avenue corridor has specifically been identified as a key priority for improvements in Roseville, as it serves as an entry to the City and a gateway to Roseville's traditional downtown. EDAW prepared a Specific Plan to identify opportunity sites for development or redevelopment that can act as catalysts and change. The specific plan and streetscape design for the Riverside Gateway area serves to create an attractive, pedestrian-oriented area with linkages to surrounding neighborhoods and other destinations. EDAW also prepared the associated EIR/EA and supporting technical studies including an HPSR. EDAW inventoried and researched over 80 buildings within the project area and prepared an HPSR and Historic Resources Evaluation Report. EDAW and the City of Roseville won the APA Section Award of Merit for this project in June 2006 and the SACOG Blueprint Excellence Award in December 2006.

**Caltrans District 3 Headquarters Project EIR, Marysville, CA**  
**Project Manager**

**CLIENT:** California Department of General Services/Caltrans

The project involves replacing the existing Caltrans District 3 office complex with approximately 230,000 square feet of new office space, employee parking areas, and needed support facilities to consolidate District 3 staff and operations into one location. EDAW worked with State staff and the Master Architect to prepare an EIR and supporting technical studies, including

**STEVE HEIPEL**

cultural resources studies. Mr. Heipel managed preparation of the EIR and supporting technical studies in coordination with DGS and Caltrans under a very ambitious project schedule.

**On-Call Environmental Services, San Joaquin County, CA****Principal-in-Charge****CLIENT: San Joaquin County Department of Public Works**

EDAW is providing environmental services for a variety of public works projects in an on-call capacity. Mr. Heipel is serving as principal-in-charge, serving as principle contact, overseeing the task orders, ensuring adequate staffing, and providing quality assurance. EDAW has completed services for over 30 projects under this agreement to date.

**Various Bike Paths and Bridges, Solano County****Principal-in-Charge****CLIENT: Solano County Transportation Department**

EDAW prepared CEQA/NEPA compliance documents and cultural and biological technical investigations for replacement of existing bridges, road widening projects and bike paths. Tasks include preparation of environmental documents, Natural Environment Studies, Historic Property Survey Reports, and Archaeological Survey Reports based on records searches, Native American and agency consultation, and field reconnaissance. Technical documents meet Caltrans and FHWA requirements. All of these were local assistance transportation projects that required Caltrans coordination/approval of technical reports. Over the years, Mr. Heipel has provided environmental services for at least 14 projects for the County.

**Yerba Buena Island Ramps Improvement Project, San Francisco, CA****Senior Cultural Resources Specialist****CLIENT: San Francisco County Transportation Authority**

The San Francisco County Transportation Authority proposes to remove the westbound on-ramp and the westbound off-ramp located on the eastern side of Yerba Buena Island. For the proposed action, the Authority in coordination with Caltrans, District 4 is preparing a joint EIS/EIR. As part of the compliance process, EDAW is coordinating the completion of the Caltrans and FHWA cultural resources technical documentation for Section 106 and Section 4(f). EDAW cultural resources staff completed an HPSR, ASR and Historic Resources Evaluation Report. As part of the required technical studies, a Finding of Effect and 4(f) documentation are also being prepared. Mr. Heipel provided peer review of all of the cultural resources deliverables.

**Creekwalk Extension Phase II Conceptual Design and CEQA****Compliance, Vacaville, CA****Principal-in-Charge****CLIENT: City of Vacaville**

EDAW prepared conceptual designs for the Creekwalk Extension – Phase II project for the City in 2007 in conjunction with our work on the Opportunity Hill Downtown Master Plan. EDAW's plan addressed numerous urban design issues including streetscape character, building-to-street relationship, vertical and horizontal mixing of uses, pedestrian connections and accessibility, a coordinated parking strategy, and opportunities to enhance the character and identity of the Downtown. The project would provide a pedestrian connection between recreation, retail, restaurant, office, and residential uses in the historic eastern section of downtown Vacaville. The project would also be part of a Class 1 multiuse path connection. EDAW also prepared an IS/MND, including an HPSR and ASR for approval by Caltrans District 4 and facilitating consultation required under Section 106.

**BRIAN V. LUDWIG, PH.D.**  
**Senior Archaeologist**

**EDUCATION**

Ph.D., Anthropology, Rutgers University,  
1999

M.A., Anthropology, Rutgers University, 1992

B.A., Anthropology, Montclair State College,  
1985

Heritage Resources Management Program,  
Section 106 Training, University of Nevada,  
Reno, 2001

**AFFILIATIONS**

Society for Historical Archaeology

Society for California Archaeology

Eastern States Archaeological Federation

**AWARDS AND HONORS**

AEP Outstanding Public Involvement/  
Education Program, March 2009 –  
Stewardship of the Lower Putah Creek  
Watershed

**CERTIFICATIONS**

Register of Professional Archaeologists

Dr. Brian Ludwig is a Senior Archaeologist with 28 years of cultural resources management and academic archaeological experience. He possesses a broad range of project experience in implementing and managing technical investigations for numerous public and private concerns. These studies were conducted in accordance with national, state and local preservation guidelines including the California Environmental Quality Act (CEQA), the National Environmental Policy Act (NEPA), Section 106 of the National Historic Preservation Act, and the Native American Graves Protection and Repatriation Act. Dr. Ludwig managed and participated in a diverse range of cultural resource studies ranging from large-scale historic excavations in downtown Manhattan to surveys of Federal Energy Regulatory Commission (FERC)-licensed hydroelectric facilities in the Sierra Nevada of California as well as the guidance of cultural landscape studies in California and Nevada. He developed an extensive set of skills including expertise in lithic analysis and experimental technological studies, burial and cemetery excavation techniques, and historic military materials. Documentation efforts included historic and prehistoric analyses, project resource inventory reports, National Register evaluations, cultural resources management plans, Historic Property Survey Reports, and Archaeological Survey Reports.

**PROJECT EXPERIENCE**

**Suisun Valley Road Bridge 77, Solano County, CA**

**Project Manager/Senior Archaeologist**

**CLIENT:** Solano County Department of Transportation

Dr. Ludwig conducted archaeological field excavations/analysis for the National Register of Historic Places (NRHP) evaluation of prehistoric site CA-SOL-61. Project was conducted prior to replacement of a National Register eligible 1910 bridge over Suisun Creek. Prehistoric cultural resources noted on this site included insitu lithic, floral and faunal materials and two human interments. Co-authored Historical Property Survey Report (HPSR), Archaeological Survey Report (ASR), Extended Survey Report, NRHP Evaluation Report.

**Marina Vista Streetscape Project, Martinez, CA**

**Senior Archaeologist**

**CLIENT:** City of Martinez/Bellecci & Associates, Inc.

EDAW completed federal and state required cultural resources compliance studies for the City of Martinez Public Works Department for their proposed Marina Vista Streetscape Project. The proposed project included several improvements to a section of Marina Vista Avenue, in downtown Martinez. Proposed improvements include new brick sidewalks, new curb and gutter, decorative street lights, street trees, enhanced pedestrian crosswalks, a bicycle lane, pedestrian bulb-outs for traffic calming, street furniture, entry signage, ADA improvements, and utility undergrounding. The proposed project is located within one of the oldest developed areas of downtown Martinez and is adjacent to a railroad alignment and the Martinez Strait. The City requested the completion of Caltrans cultural resources studies as part of the requirements for receiving local assistance funding. In response to an aggressive schedule needed by the City to avoid the loss of funding, EDAW staff completed the technical studies quickly, efficiently, and to a quality level that resulted in expedient responses from Caltrans. EDAW cultural resources staff knowledge of Caltrans guidelines, attention to the schedule, and production of quality products allowed the applicant to close the Section 106

**BRIAN V. LUDWIG, PH.D.**

process on time and retain the necessary funding for the proposed streetscape project. Deliverables included an HPSR and ASR in compliance with Section 106 of the National Historic Preservation Act. Caltrans District 4 not only reviewed and approved the document but also provided feedback indicating the high quality of EDAW's reports. Dr. Ludwig contributed to the ASR and provided senior review of all of the cultural resources deliverables.

**Yerba Buena Island Ramps Improvement Project, San Francisco, CA  
Senior Archaeologist**

**CLIENT:** San Francisco County Transportation Authority

The San Francisco County Transportation Authority (Authority) proposes to remove the westbound on-ramp and the westbound off-ramp located on the eastern side of Yerba Buena Island (YBI). A new westbound on-ramp and a new westbound off-ramp that replicate the functional roles of the current ramps on the eastern side of YBI - would be constructed. The purpose of the project is to address the geometric and operational deficiencies of the existing on- and off-ramps, to the extent physically and economically feasible; improve traffic operations to and from the new east span of the San Francisco Oakland Bay Bridge and improve traffic safety. For the proposed action, the Authority in coordination with Caltrans, District 4 is preparing a joint EIS/EIR. As part of the compliance process, EDAW is coordinating the completion of the Caltrans and FHWA cultural resources technical documentation for Section 106 and Section 4(f). EDAW cultural resources staff completed an HPSR, ASR and Historic Resources Evaluation Report. As part of the required technical studies, a Finding of Effect (FOE) and 4(f) documentation are also being prepared. Dr. Ludwig prepared draft ASR and provided senior review of all of the cultural resources deliverables.

**Riverside Gateway Specific Plan, Design Guidelines, and EIR, Placer County, CA**

**Senior Archaeologist**

**CLIENT:** City of Roseville

The revitalization of Central Roseville is an important priority for the City of Roseville, as established by the City Council in 1999. The Riverside Avenue corridor has specifically been identified as a key priority for improvements in Roseville, as it serves as an entry to the City and a gateway to Roseville's traditional downtown. EDAW is preparing a Specific Plan, Streetscape Design, Design Guidelines, and associated environmental documentation that will help meet the City's goals for revitalizing this corridor, and provide an attractive, vibrant entryway to downtown Roseville. EDAW's approach to preparing the Specific Plan will be to identify opportunity sites for development or redevelopment that can act as catalysts and change. EDAW's cultural resources investigations related to the project included extensive historical research, an archaeological inventory, and a detailed historical architecture assessment of potentially significant properties within the project area.

**Ulatis Creekwalk Extension Phase II Conceptual Design and CEQA Compliance, Vacaville, CA**

**Cultural Resources Task Leader**

**CLIENT:** City of Vacaville

EDAW prepared conceptual designs for the Creekwalk Extension – Phase II project for the City in 2007 in conjunction with our work on the Opportunity Hill Downtown Master Plan. EDAW's plan addressed numerous urban design issues including streetscape character, building-to-street relationship, vertical and horizontal mixing of uses, pedestrian connections and accessibility, a coordinated parking strategy, and opportunities to enhance

**BRIAN V. LUDWIG, PH.D.**

the character and identity of the Downtown. The project would provide a pedestrian connection between recreation, retail, restaurant, office, and residential uses in the historic eastern section of downtown Vacaville. The project would also be part of a Class 1 multiuse path connection. EDAW also prepared an IS/MND, including an HPSR and ASR for approval by Caltrans District 4 and facilitating consultation required under Section 106.

**Auburn Plaza Commercial Development and Associated Improvements to Highway 49 Environmental Assessment, Auburn, Placer County, CA  
Senior Archaeologist**

**CLIENT:** Placer County

The plaza project is a 10-acre office, commercial, and retail center that would provide approximately 75,000 square feet of building space and associated improvements to Highway 49. EDAW prepared the EA and cultural resources studies and testing in compliance with NEPA and NHPA Section 106. Dr. Ludwig conducted Native American consultation, conducted an intensive field archaeological survey and testing, and prepared the final cultural resources technical report and NEPA document section. While remains of a home from the 1860s and of Cal-Ida Lumber Company operations had been on or near the site, the site was determined to be ineligible for listing on the NRHP.

**Highway 50 Corridor Projects, Sacramento County, CA  
Senior Archaeologist**

**CLIENT:** Highway 50 Corridor Mobility Partnership

EDAW is working on various highway and road improvement projects along the Highway 50 Corridor as a subconsultant to an engineering prime. EDAW reviewed existing information and gathered additional information as needed to support the environmental technical studies, including cultural resources studies, and prepared the preliminary environmental analysis reports (PEARs) in compliance with the Caltrans Handbook for three projects:

- Improvements to White Rock Road between Sunrise Boulevard, the El Dorado County Line, and Highway 50 (Received Golden Eagle Award from Caltrans)
- Auxiliary lanes along Highway 50 between Sunrise Boulevard and Folsom Boulevard
- Improvements to existing Highway 50/Hazel Interchange.

**Raley's Landing EIR, Yolo County, CA  
Senior Archaeologist**

**CLIENT:** City of West Sacramento

EDAW prepared the EIR for the Raley's Landing mixed-use development. The project would consist of multifamily residential units, a hotel with a large conference center, surface and multilevel parking, and commercial, office, and open space features oriented toward the Sacramento River waterfront. Under the proposed project, residences would be located near a large number of workplaces, as well as near present and future public transit systems. The EIR evaluated a full range of environmental issues including cultural resources. Cultural resources investigations included extensive documentary research, Native American consultation and coordination, surface survey and subsurface excavations, analysis, and presentation of findings in a cultural resources field report and in the professional community. Documented resources included evidence for Native American habitation, and the remains of an early river-front ship building and maintenance facility. The EIR was certified.

**BRIAN V. LUDWIG, PH.D.**

**Caltrans District 3 Building Replacement Project EIR, Yuba County, CA  
Senior Archaeologist**

**CLIENT:** California Department of General Services, RESD/Caltrans  
The project involves replacing the existing Caltrans District 3 office complex with approximately 230,000 square feet of new office space, employee parking areas, and needed support facilities (e.g., maintenance/storage buildings) to consolidate District 3 staff and operations into one location. EDAW worked with State staff and the Master Architect to prepare an EIR, supporting technical studies, and various approval documents. The EIR was certified, and the project received Silver LEED certification.

**Modesto Redevelopment Area Master Plan, Modesto County, CA  
Senior Archaeologist**

**CLIENT:** City of Modesto Redevelopment Agency  
EDAW prepared the Modesto Redevelopment Master Plan, an improvement plan and development strategy for the 2000-acre Modesto Redevelopment Area. The plan includes land use, circulation, open space, and urban design, and infrastructure policies and land use recommendations. Ongoing coordination with public agencies and citizen's committees ensured that the plan reflects a wide variety of interests. The plan was developed in conjunction with a traffic study, a market study, and planning for the Tuolumne River Regional Park prepared by EDAW's landscape architects.

**Redwood City Downtown Area Plan EIR, San Mateo County, CA  
Cultural Resources Task Manager**

**CLIENT:** City of Redwood City  
Dr. Ludwig conducted extensive field and documentary research for a proposed project involving the redevelopment of several portions of downtown Redwood City. The cultural resources component of this study also included an assessment and review of previous cultural resources and architectural studies concerning the restoration of the original San Mateo courthouse, a focus of some of the downtown redevelopment activities. Also produced the cultural resources section of the project EIR.

**State Route 87/Guadalupe Corridor, San Jose, CA  
Archaeologist**

**CLIENT:** Caltrans, District 4  
Dr. Ludwig provided on-call archaeological monitoring and data recovery assistance for a 3.1-mile highway project during construction. Historic and prehistoric cultural resources were encountered including several Native American interments.

**Truckee Agricultural Inspection Station Relocation, Nevada County, CA  
Cultural Task Manager**

**CLIENT:** California Department of General Services/CDFA/Caltrans  
Dr. Ludwig completed test excavations and NRHP evaluation of prehistoric site CA-NEV-461 to be impacted by the relocation of the current inspection station on Interstate 80. Testing was conducted utilizing the guidance of the California Archaeological Resource Identification and Data Acquisition Program (CARIDAP) procedures and recorded the character of a sparse scatter of lithic artifacts.

**ANGEL TOMES****Architectural Historian/Archaeologist****EDUCATION**

M.A., Public History, California State University, Sacramento, May 2003

Thesis: "National Register Historic District Nomination for Wright and Kimbrough's Tract 24" regarding early 20th century residences.

B.A., Anthropology, California State University, Sacramento, 1999

CEQA: An Approach, UC Davis, 2000

Certificate, Section 106: An Advanced Seminar, National Preservation Institute, 2001

Cultural Landscapes, Instructed by Charles Birnbaum, National Preservation Institute, 2004

**AFFILIATIONS**

Register of Professional Historians, California Council for the Promotion of History, since 2004

Angel Tomes conducts architectural evaluations, historic research, archaeological surveys, Native American coordination, data recovery excavations, archaeological monitoring, laboratory analysis, and archaeological curation. Ms. Tomes has California archaeological experience with historic urban neighborhoods, Chinese occupation sites, historic rural residences, historic trails, historic mines, hydroelectric relicensing projects, Native American reservations, and prehistoric sites, including burials. She has authored or co-authored numerous cultural resource technical reports, such as Archaeological Survey Reports, Historic Property Survey Reports, Historic Architectural Survey Reports, Finding of Effect and Finding of No Adverse Effect documents, Department of Parks and Recreation Primary Site Records, Archaeological Monitoring Reports, and Cultural Resources Inventory Reports. Through her experience, Ms. Tomes has gained a broad knowledge of research techniques, including archival research, and prehistoric research. She is familiar with various technical report styles and requirements for federal, state, and local agencies.

**PROJECT EXPERIENCE****Marina Vista Streetscape Project, Martinez, CA****Architectural Historian/Archaeologist**

**CLIENT:** City of Martinez/Bellecci & Associates, Inc.

EDAW completed federal and state required cultural resources compliance studies for the City of Martinez Public Works Department for their proposed Marina Vista Streetscape Project. The proposed project included several improvements to a section of Marina Vista Avenue, in downtown Martinez. Proposed improvements include new brick sidewalks, new curb and gutter, decorative street lights, street trees, enhanced pedestrian crosswalks, a bicycle lane, pedestrian bulb-outs for traffic calming, street furniture, entry signage, ADA improvements, and utility undergrounding. The proposed project is located within one of the oldest developed areas of downtown Martinez and is adjacent to a railroad alignment and the Martinez Strait. The City requested the completion of Caltrans cultural resources studies as part of the requirements for receiving local assistance funding. In response to an aggressive schedule needed by the City to avoid the loss of funding, EDAW staff completed the technical studies quickly, efficiently, and to a quality level that resulted in expedient responses from Caltrans. EDAW cultural resources staff knowledge of Caltrans guidelines, attention to the schedule, and production of quality products allowed the applicant to close the Section 106 process on time and retain the necessary funding for the proposed streetscape project. Ms. Tomes conducted research and drafted HPSR in compliance with Section 106 of the National Historic Preservation Act. Caltrans District 4 not only reviewed and approved the document but also provided feedback indicating the high quality of EDAW's reports.

**Riverside Gateway Specific Plan, Streetscape Design, Design Guidelines, and EIR/EA, Roseville, CA****Architectural Historian**

**CLIENT:** City of Roseville

The revitalization of Central Roseville is an important priority for the City of Roseville, as established by the City Council in 1999. The Riverside Avenue corridor has specifically been identified as a key priority for improvements in Roseville, as it serves as an entry to the City and a gateway to Roseville's traditional downtown. EDAW prepared a Specific Plan, Streetscape Design,

**ANGEL TOMES**

Design Guidelines, and associated environmental documentation that included historic resource assessments and HPSR by Ms. Tomes that will help meet the City's goals for revitalizing this corridor, and provide an attractive, vibrant entryway to downtown Roseville. Ms. Tomes inventoried and researched over 80 buildings within the project area.

**Vernon Street Historic Buildings Evaluation, Roseville, CA****CLIENT: City of Roseville Planning**

EDAW inventoried and evaluated a historic-era Post Office and City Hall buildings. The city of Roseville is proposing to redevelop its downtown area. The project involves the demolition of both locally owned and federally owned properties.

**Elmhurst Terrace Historic Building Evaluation, Sacramento, CA****CLIENT: H.F. Properties, LLC**

EDAW evaluated a historic-era building to determine its eligibility for inclusion in the California Register of Historical resources. The client is proposing the relocation or demolition of this historic-era residence as a part of a development project in East Sacramento.

**State Route 87/Guadalupe Corridor, San Jose, CA****Archaeologist****CLIENT: Caltrans, District 4**

Performed wet-screening of cultural artifacts recovered from late 1800s Woolen Mills Chinatown. Prepared samples for curation and catalogue of materials in a project-specific database. Project included a 3.1-mile corridor to improve State Route 87 to freeway status.

**Sacramento Design Guidelines, Sacramento, CA****Architectural Historian****CLIENT: Sacramento Housing and Redevelopment Agency**

Conducted a preliminary assessment of historic properties for the Sacramento Housing and Redevelopment Agency in conjunction with the update of the design guidelines for the historic Oak Park neighborhood. Conducted historic research and authored technical report.

**Caltrans District 3 Headquarters Office EIR, Marysville, CA****Archaeologist****CLIENT: Department of General Services (DGS), Real Estate Services Division (RES D)**

Ms. Tomes conducted records search and authored cultural resources EIR section. Cultural resource related issues included potential disturbance of subsurface cultural deposits and consideration of a historic-era building. Resources were researched and evaluated for potential eligibility to the California Register of Historical Resources and mitigation measures were recommended for impacts considered potentially significant. The Final EIR was certified by the Department of General Services and Caltrans on October 3, 2005 and construction took place in 2006-2007.

**McCloud Mill Site Historic Landscape Analysis, Siskiyou County, CA****Architectural Historian****CLIENT: Pacific Municipal Consultants**

Ms. Tomes undertook an analysis of the project area involving several aspects of cultural resource issues. These aspects included the evaluation of the McCloud Mill site as a potential historic landscape, addressing potential impacts, both direct and indirect, to a nearby National Register of Historic Places historic district, as well as providing mitigation measures for potential

**ANGEL TOMES**

Revised Archaeological Survey Report and Historic Property Survey Report for Solano County and Caltrans, District 4, review and approval.

**The Santa Clara Gardens Development Project, Santa Clara, CA  
Architectural Historian**

**CLIENT:** Department of General Services, Real Estate Services Division  
EDAW prepared the EIR for the Santa Clara Gardens Development Project which is a proposed single-family and senior housing development located on one of the last remaining undeveloped parcels in the urban area of the City of Santa Clara. Key environmental issues associated with the project include conversion of land that qualifies for Prime Farmland classification, hazardous materials associated with past agricultural operations, transportation and circulation impacts associated with the new development including impacts on the surrounding neighborhood, nighttime lighting and glare, and historic resources. Ms. Tomes conducted a historic resource inventory of the Bay Area Research Extension Center (BAREC) facility buildings and grounds and archival research to evaluate its potential as a designed cultural landscape. BAREC was operated by the University of California, Davis, from 1952 - 2002 as an agricultural research facility. Worked with EDAW botanist regarding identification of surviving plantings. Authored technical report that was incorporated into the EIR.

**South 65th Street Area Plan EIR, Sacramento, CA  
Architectural Historian**

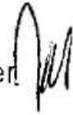
**CLIENT:** City of Sacramento  
EDAW is preparing California Environmental Quality Act (CEQA) documentation (Initial Study/Notice of Preparation (NOP), Draft and Final EIRs, Mitigation Monitoring Program, Findings, etc.) for the redevelopment of 141-acres in a portion of the East Broadway Community Plan Area of the City of Sacramento. The proposed plan involves adopting an Area Plan (including goals, policies, implementation mechanisms, development guidelines, and urban design guidelines), general plan amendments, and rezones to encourage higher density mixed land uses. The primary goals of the plan are to redevelop underutilized parcels, encourage transit-oriented development (TOD) adjacent to the 65th Street Light Rail station, and extend the University District along 65th Street from California State University, Sacramento. Inventoried over 80 buildings and structures within the plan area. Authored the technical report.

**New Comprehensive High School Project Focused EIR, West Sacramento, CA  
Architectural Historian**

**CLIENT:** Washington Unified School District  
Washington Unified School District, in the developing area of West Sacramento, is proposing to construct a new 3,000-student comprehensive high school with a full range of amenities, including a lighted stadium, performing arts theater, and sports facilities. The district intends to design a campus complex with extended opportunities such as a joint-use community library, community aquatics center, and community college classes. The design process will be iterative, with environmental concerns being taken into account during site planning. Key environmental issues are expected to be transportation and circulation, hazards and hazardous materials, and cultural resources. The project is anticipated to be controversial, and several public workshops and meetings will be held during the environmental process to inform the public and gather information. Architectural inventory and evaluation of historic-era properties within the project area. Prepared technical report.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** EARTH Festival Committee   
**SUBJECT:** Request for East Main Street closure on Sunday, June 7, 2009 for EARTH Festival activities.

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**RECOMMENDATION:** The City Council approve the request for East Main Street Closure on Sunday, June 7, 2009 for EARTH Festival activities.

**BACKGROUND:** The second annual EARTH Festival is scheduled for Sunday, June 7, from 10 a.m. – 2 p.m. in Rotary Park. The focus of the festival is environmental programs/projects centering on Energy, Agriculture, Recycling & conservation, Transportation alternatives and Habitat.

For the transportation portion of the event, a Yolobus clean natural gas bus will be on display, as well as several alternative fuel vehicles. Also, the ReCreate trailer will be present, where students can create art out of recycled materials. In order to leave the Rotary Park parking lot open for visitors to the festival and the Farmers Market, the committee is requesting closure of East Main Street between Railroad Avenue and Elliot street, to allow for these displays/activities.

The only property impacted on this block of East Main Street during these hours is Steady Eddy's. The owners have signed the attached request forms.

**FISCAL IMPACT:** Unknown.



**City of Winters Request for Street Closure**

This application is for citizens or groups that have occasion to request that streets be temporarily closed for such things as bicycle races, running contests, block parties and other such events requiring the re-routing of traffic. For a parade or amplified sound an additional permit is required.

A request to close streets shall be filed with the Police and Public Works Departments at least ten (10) business days prior to the date the street would be closed.

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

Request to close these streets shall be processed in much the same manner except that the request shall be submitted to the City Council by the Police Department. Requests to close the streets herein listed shall be submitted at least thirty (30) business days prior to the street closure.

Requests for street closures that are not submitted by the minimum time lines may be granted only by the Winters City Council.

Name: Dawn VanDyke Organization: City of Winters

Address: 318 First St. Mailing Address: SAML

Telephone: 795-4910 X 108 Today's Date: 5-7-09

Streets Requested: East Main St RR to Elliot

Date of Street Closure: 6-7-09 Time of Street Closure: 9:00<sup>AM</sup>-2:00<sup>PM</sup>

Description of Activity: EARTH Festival

Services Requested of City: signage - barricades

APPROVED: [Signature] Police Department [Signature] Public Works Department





**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager *JWD*  
**FROM:** Shelly A. Gunby, Director of Financial Management *Shelly*  
**SUBJECT:** Appropriation Limit for Fiscal Year 2009-2010

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**RECOMMENDATION:**

City Council approve Resolution 2009-28, 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 Fiscal Year 2009-2010

**BACKGROUND:**

Article XIII B 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 2009-28 establishes the appropriation limit for the City of Winters pursuant to Article XIII B of the California Constitution for the Fiscal Year 2009 - 2010. 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 2009-28  
Attachment A-Appropriation Limit Calculation

**RESOLUTION 2009-28**  
**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF**  
**WINTERS ESTABLISHING AN APPROPRIATION LIMIT**  
**PURSUANT TO ARTICLE XIIB OF THE CALIFORNIA**  
**CONSTITUTION FOR FISCAL YEAR 2009-2010**

**WHEREAS**, Article XIIB 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 2009-2010 pursuant to Article XIIB of the Constitution of the State of California be established in the amount of \$5,396,412 and the same is hereby approved.

**PASSED AND ADOPTED** by the City Council, City of Winters, the 19th day of May 2009 by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Mike Martin, Mayor

**ATTEST:**

\_\_\_\_\_  
Nanci G. Mills, CITY CLERK

**CITY OF WINTERS  
APPROPRIATION LIMIT  
FOR FISCAL YEAR 2008-2009  
YEAR ENDED JUNE 30, 2010**

APPROPRIATION LIMIT, FISCAL YEAR 2008-09	\$	5,342,858
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		1.010024
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2009-2010	\$	5,396,412

2008-2009  
APPROPRIATION LIMIT

Per Capita change = 0.38

Population change = 0.62

Per capital converted to a ratio

$$\frac{.38+100}{100} = 1.0038$$

Population converted to a ratio

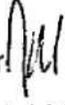
$$\frac{.62+100}{100} = 1.0062$$

Calculation Factor for FY 2009-2010

$$1.0038 \times 1.0062 = 1.010024$$



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Council Members  
**DATE:** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Shelly A. Gunby, Director of Financial Management  
**SUBJECT:** Resolution 2009-29 for Claim of Transportation Development Act Funding

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**RECOMMENDATION:**

Approve Resolution 2009-29, A Resolution of the City Council of the City of Winters for the Claim of Transportation Development Act Funding from the Sacramento Area Council of Governments (SACOG).

**BACKGROUND:**

The City of Winters receives funding from the Sacramento Area Council of Governments (SACOG) for transportation needs each year. A portion of the Local Transportation Funds (LTF) received is used to fund the bus service for the citizens of the City of Winters. LTF funds not used for the bus service may be used for certain street and road expenditures. The total LTF allocation for 2009-2010 is \$297,697, of which \$120,709 will be expended for the Yolo Bus Service, \$8,931 will be expended for SACOG planning expenses, and the balance of \$168,057 available to be used for street and road work.

The City must file a claim of the estimated expenditures for transportation needs to be funded by the Transportation Development Act each year in order to receive the funds. Attached is the 2009-2010 Annual Project and Expenditure Plan and the 2009-2010 Transportation Development Act Claim

**FISCAL IMPACT:**

Continues SACOG funding for the bus service, provides some small amount of funding for street expenditures and provides for funding for transportation planning activities.

**RESOLUTION 2009-29**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
WINTERS FOR THE CLAIM OF TRANSPORTATION  
DEVELOPMENT ACT FUNDING FROM THE SACRAMENTO  
AREA COUNCIL OF GOVERNMENTS**

**WHEREAS**, Section 99260 of the Public Utilities Code requires a local agency to file an estimated claim of transportation needs for each fiscal year; and

**WHEREAS**, the Sacramento Area Council of Governments (SACOG) is designated as the Transportation Planning Agency for the City of Winters to receive such claims for approval pursuant to Rules and Regulations adopted by the Secretary of the Business Transportation Agency; and

**WHEREAS**, SACOG has adopted finding of apportionment of Local Transportation Funds and State Assistance Funds for Fiscal Year 2009-2010; and

**WHEREAS**, surplus funds may be used for certain street and road expenditures

**NOW, THEREFORE BE IT RESOLVED** that the attached Fiscal Year 2009-2010 Annual Project and Expenditure Plan and the Fiscal Year 2009-2010 Transportation Development Act Claim be hereby approved and that the City Manager and/or his designee be authorized to execute the attached claims and forward to SACOG.

**PASSED AND ADOPTED** by the City Council, City of Winters, the 19th day of May 2009

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

---

Mike Martin, Mayor

**ATTEST:**

---

Nanci G. Mills, CITY CLERK

**TRANSPORTATION DEVELOPMENT ACT  
CLAIM CHECKLIST**

Please check the following items as either included with the attached TDA claim package or on file at SACOG.

Item	Claimant	Attached	On File
TDA-1 Annual Transportation Development Claim	All Claimants		N/A
TDA-2 Project and Expenditure Plan (for the fiscal year of this claim and prior fiscal year)	All Claimants		N/A
TDA-3 Status of Previously Approved Projects	All Claimants		N/A
TDA-4 Statement of Conformance	All Claimants		N/A
TDA-5 TDA Claim Certification	All Claimants		N/A
Resolution by governing body that authorized the claim	All Claimants		N/A
CHP Safety Compliance Report (completed within the last 13 months)	Claimants for transit service		
Statement of projected or estimated revenues and expenditures for the prior fiscal year	Claimants for transit service		
Adopted or proposed budget for the fiscal year of the claim and the prior fiscal year	Claimants for transit service		
Signed copy of transit service contract	Claimants for transit service		
Areawide transfer agreement and resolution	Claimants for transit service		
Information establishing eligibility under efficiency criteria	Claimants for transit service		
Certification that claim is consistent with Capital Improvement Program	Claimants for transit service		
Compliance with PUC Sections 99155 and 99155.5	Claimants for transit service		
STA Operator Qualifying Criteria calculation based on Section 99314.6	Claimants for transit service		

**TDA-1**  
**TRANSPORTATION DEVELOPMENT ACT CLAIM**

**TO:** Sacramento Area Council of Governments  
 1415 L Street, Suite 300  
 Sacramento, CA 95814

**FROM:**

Claimant	City of Winters
Address	318 First St
City	Winters, CA                      Zip Code 95694
Contact Person	Shelly A. Gunby, Director of Financial Management
Telephone	530-795-4910 ext 104
E-Mail	<a href="mailto:shelly.gunby@cityofwinters.org">shelly.gunby@cityofwinters.org</a>
Facsimile	530-795-4935

The above claimant hereby requests, in accordance with authority granted under the Transportation Development Act and applicable rules and regulations adopted by the Sacramento Area Council of Governments (SACOG), that its request for funding be approved as follows:

<b>LTF:</b>	
297,697	FY 2009-2010
	FY
	FY
	FY
	FY

<b>STA:</b>	
	FY

Submitted by: **Shelly A. Gunby**

---

Title: **Director of Financial Management**

---

Date: **5/26/09**

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**TDA-2**  
**ANNUAL PROJECTION AND EXPENDITURE PLAN**

Claimant:							Fiscal Year:		
Project Title and TDA Article Number	Sources of Funding								
	TDA LTF	TDA STA	Transit Fares	Measure A	Road Fund	Developer Fees/ Const. Tax	Federal/ State	Other	Total
Winters Bus Service Article 4 Section 99260(a)	\$120,709								\$120,709
Streets and Roads Article 8 Section 99400(a)	\$168,057								\$168,057
SACOG Planning	\$8,931								\$8,931
<b>TOTAL REQUEST</b>	\$297,687	\$	\$	\$	\$	\$	\$	\$	\$297,687

**TDA-3**  
**STATUS OF PREVIOUSLY APPROVED PROJECTS**

**Instructions** — Describe the status of all prior fiscal year TDA claim projects and any projects from previous years that are still active, as follows:

- Include both operating and capital budgets
- Approved amounts should be specified in TDA claims approved by SACOG
- Expenditures should be to date
- Project status should be either "Complete" or "Active"

<b>Fiscal Year</b>	<b>Project Title</b>	<b>Amount Approved</b>		<b>Expenditures</b>		<b>Project Status</b>
08-09	Bus Service	\$150,444		116,110		Active
06-07	Streets	242,957		23,340		Active
07-08	Streets	105,374				Active
08-09	Streets	128,517				Active
<b>TOTAL</b>		\$627,292	\$	\$139,450	\$	

**TDA-4**  
**STATEMENT OF CONFORMANCE**

Form TDA-4 must be completed and signed by the Administrative Office of the submitting claimant.

The City of Winters

hereby certifies that the Transportation Development Act claim for fiscal years 2009-2010

in the amount of \$ 297,697 (LTF) and \$ -0- (STA)

for a total of \$ 297,697 conforms with the requirements of the Transportation Development Act and applicable rules and regulations (see Attachment A for listing of conformance requirements).

Certified by Chief Financial Officer \_\_\_\_\_

Title Director of Financial Management

Date 5/26/09

**TDA-5**  
**TDA CLAIM CERTIFICATION FORM**

I, Shelly A. Gunby, Chief Financial Officer for the City of Winters

do hereby attest, as required under the California Code of Regulations, Title 21, Division 3, Chapter 2, Section 6632, to the reasonableness and accuracy of the following:

- (a) The attached budget or proposed budget for FY 2009-2010
- (b) The attached certification by the Department of the California Highway Patrol verifying that Not applicable is in compliance with Section 1808.1 of the Vehicle Code, as required in Public Utilities Code Section 99251.
- (c) The estimated amount of 2009-2010 maximum eligibility for moneys from the Local Transportation Fund and State Assistance Fund, as defined in Section 6634 is \$ 297,697.

Signature of Chief Financial Officer \_\_\_\_\_

Agency Name City of Winters

Date 5/26/09



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** May 19, 2009  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** I-505 Infrastructure Project- Alternative Selection and Authorization

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**RECOMMENDATION:**

That the City Council:

1. Receive a Staff Report on options for water and sewer infrastructure to the Grant Ave. and I505 Interchange; and
2. Review and Select a preferred alternative; and
3. Provide authorization for the development of a project budget sheet for the selected alternative; and
4. Authorize Staff to proceed with the design of the selected alternative.

**BACKGROUND:**

Since 1988, the City of Winters has worked toward gaining water and sewer utilities to the Grant Ave. and I-505 Interchange. This location is seen as a strategic economic development corridor for the City and a key to the fiscal sustainability of the City. From a jobs and tax revenue standpoint, it is our main location for economic expansion.

Over the years, many freeway serving businesses and developers have shown interest in locating to Winters, but have been unable to do so because of the lack of infrastructure in the area. In the past five (5) years, major businesses, including the makers of Godiva Chocolate products has shown interest in locating to Winters. Light industrial and research companies have also shown interest. All have located elsewhere, depriving Winters of the opportunity for jobs and increases in the overall tax base.

The City has gone through a number of attempts to fund projects and gain development in this area without success. In 1998, the City adopted the "Gateway Specific Plan" which encompasses a multi-use development to occur on the south side of Grant Ave. The Gateway project has never materialized due to the infrastructure constraints.

Since 2002, the City has been in negotiations with property owners of key south Grant Ave. parcels to grant easements for the utilities. These negotiations have received mixed results and are currently ongoing.

The City currently has multiple developers interested in the I505 location. This includes interest in the development of lodging and freeway serving businesses. Daily, over 30,000 cars per day drive past Winters along a 40 mile stretch which has no services or food outlets. 15,000 cars each day, drive through the Grant /I505 intersection.

Winters is seen as a desirable location, but the County is currently considering opening other off ramp locations along I505 in their General Plan Update. The result could be a significant loss of economic, jobs and revenue opportunities if other sites are developed first.

With the 2007 sale of sewer and water bonds, City Staff is recommending their use in extending needed infrastructure to the I505. These funds would be reimbursed through future development and connection into the lines. The current bidding climate is ideal for this project and the City can expect outstanding bids at this time.

Needed economic development is expected to occur almost immediately following installation.

## **DISCUSSION:**

Staff has developed six (6) alternatives for extending the needed infrastructure to I505. These are included and attached in this report as Options A-F. A cost sheet for the options is also included.

The extension of the utilities includes servicing the key parcels of the Gateway Specific Plan which is located on the south side of Grant Ave. and parcels located on the north side of Grant Ave. at County Road 90. These properties make up a quadrant of strategically critical properties within the interchange.

These options have been developed based on the interest of the property owners in gaining utilities and acceptance and granting of easements to make the overall project happen. Each of the properties will be included in a "Zone of Benefit" which will allocate costs for the project which will be reimbursed once the properties are developed.

In total, the option costs range from \$1 million to \$1.4 million.

The options include:

- **Option A:** This would include an extension from East Baker through a created easement on two south side properties. It would also include a roadway easement to create a new parcel and access to the most easterly edge of the

- City. The water and sewer line will service the entire interchange.
- **Option B:** This would extend utilities from East Main St. along Grant Ave and service each of the properties on the north side of Grant. It would not service the largest south side parcel but would service the both sides of the interchange at County Road 90.
  - **Option C:** This is the same as option B, but would install a gravity sewer line in conjunction with the existing Grant Ave. force main versus a pump station to carry effluent.
  - **Option D:** This would service all parcels both north and south along Grant. This option may be hampered by the ability to gain an easement from the largest south side parcel.
  - **Option E:** This would extend from East Main St. and service north side properties and the south side property at the interchange. It would include a pump station located on Grant Ave. to force effluent.
  - **Option F:** Same as Option E, but it would eliminate the pump station and service the sewer through the existing forced main.

In an analysis of the options, the most desirable options are A and E/F.

Option A is the easiest to construct and permit and is the most cost effective. The main issue with A is the inability to gain an easement for this property.

Options E/F would provide maximum coverage to developable properties within the interchange. The only difference would be the use of a pump station or gravity line which would be determined during the design process.

Staff is asking that the City Council receive a presentation on the options and authorize the development of one of the projects.

Design would occur almost immediately and it is expected that the project would be constructed within the next six months.

#### **FISCAL IMPACT:**

Between \$1 million and \$1.4 million paid through 2007 Sewer and Water Bonds. A Zone of Benefit will be established to reimburse the City through the development of the properties.

#### **ATTACHMENTS:**

Project Budget Estimates  
Options A-F

**Gateway Masterplan Utility Cost Estimate (Major Backbone)**  
**(PRELIMINARY - NOT FOR CONSTRUCTION)**

*Option A*

<u>Item</u>	<u>Water Master Plan</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Qty</u>	<u>Amount</u>
1	Gateway Area (14-inch) Water Mains (Project 8) <sup>1</sup>	FT	\$100	1550	\$155,000
2	14" Water Valves	EA	\$5,000	1	\$5,000
3	Connect to existing 14" & remove blowoff	EA	\$3,000	1	\$3,000
4	Gateway Area (8-inch) Water Mains (Project 8) <sup>1</sup>	FT	\$50	1750	\$87,500
5	8" Water Valves	EA	\$2,000	1	\$2,000
6	6" FH w/lateral & valve	EA	\$7,500	2	\$15,000
7	Connect to existing 8" & remove blowoff	EA	\$3,000	1	\$3,000
8	Traffic Control	LS	\$20,000	1	\$20,000
<b>Sub-Total</b>					<b>\$290,500</b>
<b><u>Sewer Master Plan</u></b>					
9	Future Pump Station B (Project 7) <sup>2,3</sup>	LS		1	\$250,000
10	Force Main for Future PS B (Project 8) <sup>2,3</sup>	LF	\$100	1230	\$123,000
12	8" Sewer Main (VCP)	LF	\$42	490	\$20,580
13	48" Manhole	EA	\$5,500	4	\$22,000
14	Connect FM to existing MH	EA	\$3,000	1	\$3,000
15	East Street Pump Station (Additional Pump) <sup>2</sup>	LS	\$60,000	1	\$60,000
<b>Sub-Total</b>					<b>\$478,580</b>
<b>TOTAL (excluding electrical, gas, &amp; stormwater)</b>					<b>\$769,080</b>
27	Contingency		20%		\$153,816
28	Design, CM, & Inspection		24%		\$184,579
<b>TOTAL</b>					<b>\$1,107,475</b>

Notes:

- 1 Facility function or cost determined from Water Master Plan December 2006.
- 2 Facility function or cost determined from Sewer System Master Plan December 2006.
- 3 Facility structure/size determination based on entire 63 acre PC/PB area developed
- 4 All roadway development and improvements are not incorporated and assumed to be part of the development.
- 5 All dimensions and pipe sizes are estimates for project planning purposes.
- 6 CEQA costs are not included.
- 7 Fee for Drainage Zone Impact would be offset by construction of permanent Storm Drainage Master Plan facilities.
- 8 This cost estimate does not include Grant Avenue Improvements(minor storm drainage, curb, gutter, sidewalk, pavement, landscaping, etc.).
- 9 Land acquisition and easement cost are not included with this cost opinion.

**North Highway Commercial and Jordan/McClish Cost Estimate (Major Backbone)  
(PRELIMINARY)**

**D**

Item	Water Master Plan	Units	Unit Cost	<b>B</b> North Highway Commercial		<b>C</b>		<b>D</b> N. Hwy Comm & Jordan/McClish	
				Scenario 1		Scenario 2		Scenario 3	
				Qty	Amount	Qty	Amount	Qty	Amount
1	Grant Avenue (14-inch) Water Mains (Project 8) <sup>1</sup>	LF	\$100	1550	\$155,000	1550	\$155,000	1550	\$155,000
2	14" Water Valves	EA	\$5,000	1	\$5,000	1	\$5,000	1	\$5,000
3	Connect to existing 14" & remove blowoff	EA	\$3,000	1	\$3,000	1	\$3,000	1	\$3,000
4	Gateway Area (8-inch) Water Mains (Mod Project 8) <sup>1</sup>	LF	\$50	0	\$0	0	\$0	535	\$26,750
5	8" Water Valves	EA	\$2,000	0	\$0	0	\$0	2	\$4,000
4	8" Blow-off Valve	EA	\$3,000	1	\$3,000	1	\$3,000	0	\$0
5	6" FH w/lateral & valve	EA	\$7,500	2	\$15,000	2	\$15,000	4	\$30,000
6	Traffic Control	LS	\$20,000	1	\$20,000	1	\$20,000	1	\$20,000
<b>Sub-Total</b>					<b>\$201,000</b>		<b>\$201,000</b>		<b>\$243,750</b>
<b>Sewer Master Plan</b>									
9	Future Pump Station B (Mod Project 7) <sup>2,3</sup>	LS	\$250,000	1	\$250,000	0	\$0	1.25	\$312,500
10	Force Main for Future PS B (Mod Project 8) <sup>2,3</sup>	LF	\$100	140	\$14,000	0	\$0	150	\$15,000
11	SCADA per City Standard	LS	\$30,000	1	\$30,000	0	\$0	1	\$30,000
12	8" Sewer Main (Grant Avenue)	LF	\$70	1550	\$108,500	0	\$0	1600	\$112,000
13	8" Sewer Main (Jordan/McClish)	LF	\$42	0	\$0	0	\$0	500	\$21,000
14	10" Sewer Main (Grant Avenue)	LF	\$80	0	\$0	3800	\$304,000	1000	\$80,000
15	10" Sewer Main (Jordan/McClish)	LF	\$50	0	\$0	0	\$0	960	\$48,000
16	48" Manhole	EA	\$5,500	2	\$11,000	9	\$49,500	10	\$55,000
17	East Street Pump Station (Additional Pump) <sup>2</sup>	LS	\$60,000	1	\$60,000	1	\$60,000	1	\$60,000
18	Traffic Control	LS	\$20,000	1	\$20,000	2	\$40,000	1	\$20,000
<b>Sub-Total</b>					<b>\$493,500</b>		<b>\$453,500</b>		<b>\$753,500</b>
<b>TOTAL (excluding electrical, gas, &amp; stormwater)</b>					<b>\$694,500</b>		<b>\$654,500</b>		<b>\$997,250</b>
15	Contingency		20%		\$138,900		\$130,900		\$199,450
16	Design, CM, & Inspection		24%		\$166,680		\$157,080		\$239,340
<b>TOTAL</b>					<b>\$1,000,080</b>		<b>\$942,480</b>		<b>\$1,436,040</b>

Notes:

- 1 Facility function or cost determined from Water Master Plan December 2006.
- 2 Facility function or cost based on Sewer System Master Plan December 2006.
- 3 Facility structure/size determination based on north highway commercial acreage and Jordan/McClish developable acreage.
- 4 All roadway development and improvements are not incorporated and assumed to be part of the development.
- 5 All dimensions and pipe sizes are estimates for project planning purposes.
- 6 CEQA costs are not included.
- 7 Fee for Drainage Zone Impact would be offset by construction of permanent Storm Drainage Master Plan facilities.
- 8 This cost estimate does not include Grant Avenue improvements (minor storm drainage, curb, gutter, sidewalk, pavement, landscaping, etc.).
- 9 Land acquisition and easement cost are not included with this cost opinion.

**North Highway Commercial and Jordan Cost Estimate (Major Backbone)  
(PRELIMINARY)**

Item	Water Master Plan	Units	Unit Cost	<b>E</b>		<b>F</b>		
				N. Hwy Comm & Jordan		N. Hwy Comm & Jordan		
				Scenario 4		Scenario 5		
				Qty	Amount	Qty	Amount	
1	Grant Avenue (14-inch) Water Mains (Project 8) <sup>1</sup>	LF	\$100		1550	\$155,000	1550	\$155,000
2	14" Water Valves	EA	\$5,000		1	\$5,000	1	\$5,000
3	Connect to existing 14" & remove blowoff	EA	\$3,000		1	\$3,000	1	\$3,000
4	Gateway Area (8-inch) Water Mains (Mod Project 8) <sup>1</sup>	LF	\$50		550	\$27,500	550	\$27,500
5	8" Water Valves	EA	\$2,000		2	\$4,000	2	\$4,000
4	8" Blow-off Valve	EA	\$3,000		1	\$3,000	1	\$3,000
5	6" FH w/lateral & valve	EA	\$7,500		4	\$30,000	4	\$30,000
6	Traffic Control	LS	\$20,000		1	\$20,000	1	\$20,000
<b>Sub-Total</b>						<b>\$247,500</b>		<b>\$247,500</b>
<b>Sewer Master Plan</b>								
9	Future Pump Station B (Mod Project 7) <sup>2,3</sup>	LS	\$250,000		1.25	\$312,500	0	\$0
10	Force Main for Future PS B (Mod Project 8) <sup>2,3</sup>	LF	\$100		140	\$14,000	0	\$0
11	SCADA per City Standard	LS	\$30,000		1	\$30,000	0	\$0
12	8" Sewer Main (Grant Avenue)	LF	\$70		1550	\$108,500	0	\$0
13	8" Sewer Main (Jordan)	LF	\$42		625	\$26,250	550	\$23,100
14	10" Sewer Main (Grant Avenue)	LF	\$80		0	\$0	3800	\$304,000
16	48" Manhole	EA	\$5,500		5	\$27,500	11	\$60,500
17	East Street Pump Station (Additional Pump) <sup>2</sup>	LS	\$60,000		1	\$60,000	1	\$60,000
18	Traffic Control	LS	\$20,000		1	\$20,000	2	\$40,000
<b>Sub-Total</b>						<b>\$598,750</b>		<b>\$487,600</b>
<b>TOTAL (excluding electrical, gas, &amp; stormwater)</b>						<b>\$846,250</b>		<b>\$735,100</b>
15	Contingency		20%			\$169,250		\$147,020
16	Design, CM, & Inspection		24%			\$203,100		\$176,424
<b>TOTAL</b>						<b>\$1,218,600</b>		<b>\$1,058,544</b>

Notes:

- 1 Facility function or cost determined from Water Master Plan December 2006.
- 2 Facility function or cost based on Sewer System Master Plan December 2006.
- 3 Facility structure/size determination based on north highway commercial acreage and Jordan developable acreage.
- 4 All roadway development and improvements are not incorporated and assumed to be part of the development.
- 5 All dimensions and pipe sizes are estimates for project planning purposes.
- 6 CEQA costs are not included.
- 7 Fee for Drainage Zone Impact would be offset by construction of permanent Storm Drainage Master Plan facilities.
- 8 This cost estimate does not include Grant Avenue improvements (minor storm drainage, curb, gutter, sidewalk, pavement, landscaping, etc.).
- 9 Land acquisition and easement cost are not included with this cost opinion.

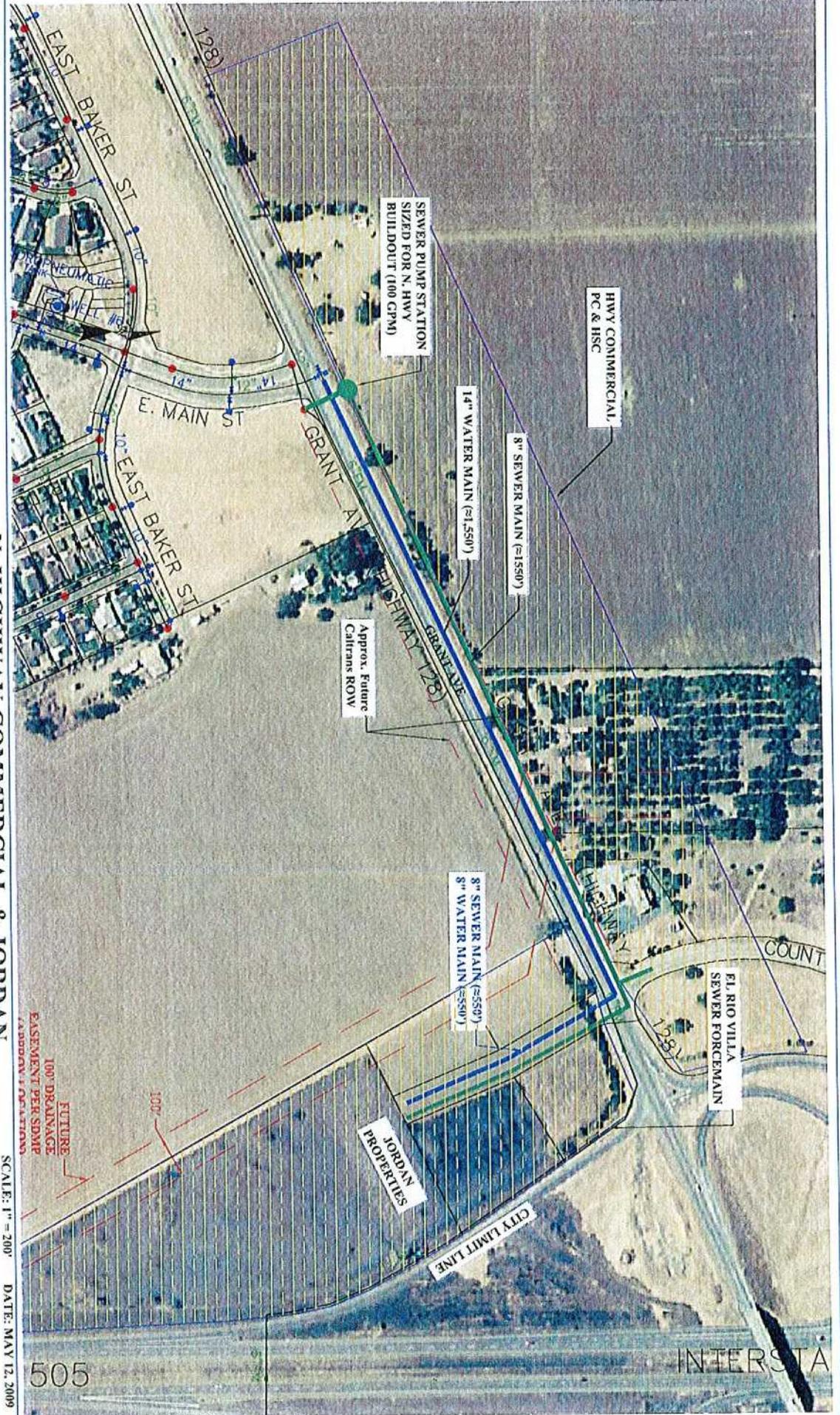


**PONTICELLO ENTERPRISES**  
**CONSULTING ENGINEERS**  
 10100 Highway 4  
 Westfield, NJ 07090  
 Phone: (530) 668-5863  
 Fax: (530) 668-5893

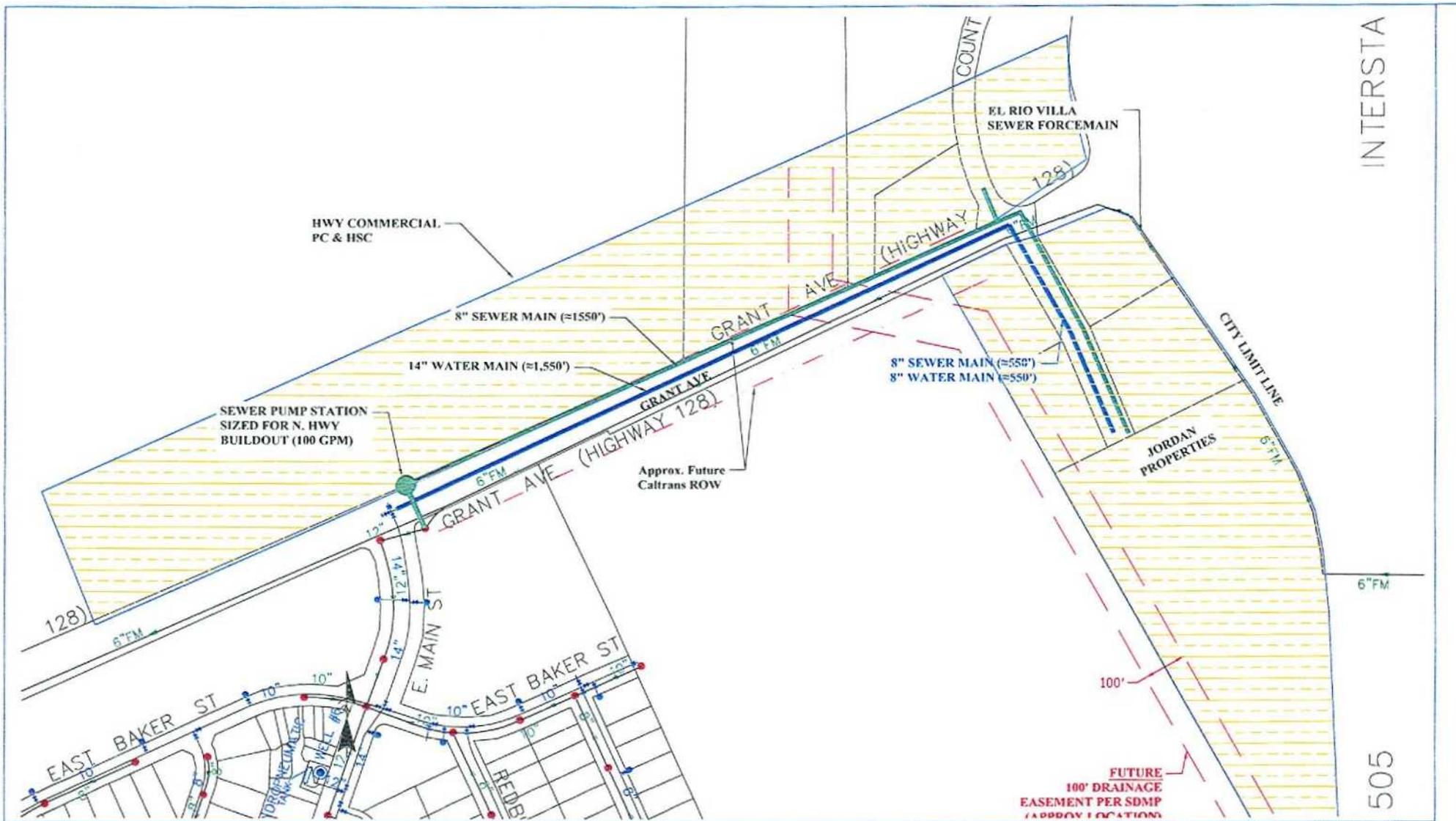
Nicholas J. Ponticello, PE  
 License No. 49584  
 Expiration 9/30/2008

**N. HIGHWAY COMMERCIAL & JORDAN  
 SCENARIO 4  
 CONCEPT PLAN AND COST OPINION**

**PRELIMINARY**



SCALE: 1" = 200'  
 DATE: MAY 12, 2009



**N. HIGHWAY COMMERCIAL & JORDAN  
SCENARIO 4  
CONCEPT PLAN AND COST OPINION**

SCALE: 1" = 200' DATE: MAY 12, 2009

**PONTICELLO ENTERPRISES**  
CONSULTING ENGINEERS  
1216 Fortna Avenue  
Woodland, CA 95776  
Phone: (530) 668-5883  
Fax: (530) 668-5893

Nicholas J. Ponticello, PE  
License No. 49584  
Expiration 9/30/2008

**PRELIMINARY**

INTERSTA

505



**NORTH HIGHWAY COMMERCIAL & JORDAN  
SCENARIO 5  
CONCEPT PLAN AND COST OPINION**

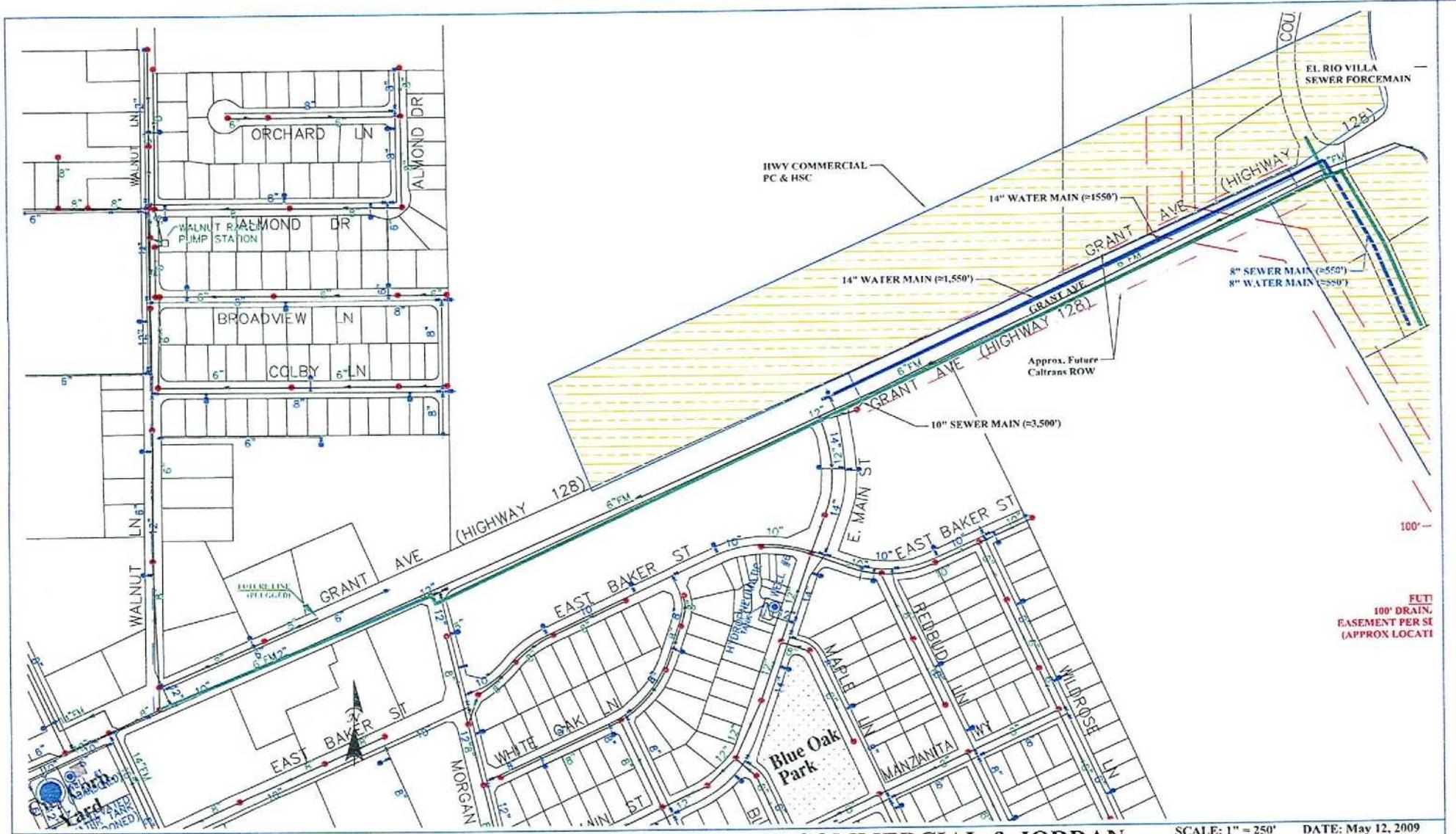
SCALE: 1" = 250' DATE: May 12, 2009

**PRELIMINARY**

**PONTICELLO ENTERPRISES**  
CONSULTING ENGINEERS  
1218 Fortina Avenue  
Woodland, CA 95776  
Phone: (530) 668-5893  
Fax: (530) 668-5893

Nicholas J. Ponticello, PE  
License No. 49584  
Expiration 9/30/2008

FUTURE  
100' DRAINAGE  
EASEMENT PER SIDE  
(APPROXIMATE LOCATION)



**NORTH HIGHWAY COMMERCIAL & JORDAN  
SCENARIO 5  
CONCEPT PLAN AND COST OPINION**

SCALE: 1" = 250' DATE: May 12, 2009

**PONTICELLO ENTERPRISES**  
CONSULTING ENGINEERS  
1216 Fortino Avenue  
Woodland, CA 95776  
Phone: (530) 668-5883  
Fax: (530) 668-5893

Nicholas J. Ponticello, PE  
License No. 49584  
Expiration 9/30/2008

**PRELIMINARY**



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager *JD*  
**FROM:** Shelly Gunby, Director of Financial Management *Shelly*  
**SUBJECT:** Water Meter Installation

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**RECOMMENDATION:**

Review proposed water meter Ordinance concept and direct staff on implementing water meter installation for both commercial and residential properties.

**BACKGROUND:**

In January 2009, Council approved increases in the water and sewer rates and was advised by our consultant that we should implement metering for our commercial accounts as soon as possible, and develop a program for implementing metering for residential accounts as well. Since the implementation of the water and sewer rates, we have had 4 requests to install meters for commercial accounts so that the amount of water being used can be monitored and the businesses can be billed on actual consumption instead of the flat rate.

Currently we have 59 commercial accounts that are metered, 12 of which we estimate will need to have the meter replaced with a new meter with radio read capability. 47 of the existing meters need to retrofit with radio read capability. The cost of the retrofit of the existing meters is \$17,440.00 to be funded with water bond proceeds.

62 commercial accounts require meter installation; some of the accounts already have the pit dug and require the installation of the meter only. The cost to a commercial account will vary from \$295.69 for an account with an existing pit for a ¾" meter to \$9,637.93 for a 6" compound meter that requires a pit as well as the meter and radio transmitter. These costs will be paid by the commercial customer. Staff recommends that a payment plan be implemented for these customers allowing the cost of the meter installation to be paid over a period of six months to three years depending on the cost of the meter installation. Staff recommends implementing a plan to get all commercial properties metered by January 2010.

In addition to the meters, staff recommends purchase of Radix handheld reader, Orion Laptop system and Accounting integration software at a cost of \$24,000, also to be funded from water bond proceeds. Staff will use the commercial accounts to get the new radio read system installed and "debugged" before moving forward with residential

metering.

Residential accounts requiring meters would cost approximately \$736-\$782 for installation of a meter requiring a pit (based on a ¾" or 1" connection). Staff recommends implementing a plan to get all residential properties metered by January 2012.

Staff recommends that a payment plan be put in place allowing the cost of the meter installation to be paid over a period of 3 years. Additionally, staff recommends allowing those homeowners qualifying as low or very low income to apply to have the cost of the meter and installation provided as a grant from our housing tax allocation bond proceeds, or to have a lien placed on their property for payment at date of sale. Section 521(g) of the California Water Code allows for the reduction in water meter installation costs to be offered to qualifying households to relieve any unreasonable burden placed on low income families. Staff would apply the income limits used for the First time homebuyer program to qualify homeowners for the grant.

Should City Council agree with the concept presented, staff will make any changes as directed by council and prepare for a public hearing and adoption of the ordinance by June 30, 2009, as well as a resolution setting the cost for meters and installation and establishing the payment plans recommended above. Staff will also provide a contract with the water meter supply company for approval by council to begin purchasing the required equipment for the implementation of the water meter installation program.

**FISCAL IMPACT:**

Use of low income housing funds to finance the installation of meters for qualifying households, as well as use of funds from the water bond issue to purchase and install meters for those customers that opt for one of the payment plans for the cost of the meter and installation.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY OF WINTERS REPEALING SECTIONS 13.04.050, 13.04.110, AND 13.04.320 AND ADDING SECTIONS 13.04.320, 13.04.330, 13.04.340, 13.04.350, AND 13.04.360 TO CHAPTER 13.04 OF THE WINTERS MUNICIPAL CODE PERTAINING TO WATER SERVICE**

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

**SECTION 1. Purpose.**

(A) The provisions of California Water Code Sections 521, et seq., impose various requirements for the installation and use of water meters. This Ordinance is enacted to implement these state laws and further advance the water conservation goals of the City of Winters.

(B) Water furnished or used without any method of determination of the quantities of water used by the person to whom the water is furnished has caused, and will continue to cause, waste and unreasonable use of water, and that this waste and unreasonable use should be identified, isolated, and eliminated.

(C) Water metering and volumetric pricing are among the most efficient conservation tools, providing information on how much water is being used and pricing to encourage conservation.

(D) Without water meters, it is impossible for homeowners and businesses to know how much water they are using, thereby inhibiting conservation, punishing those who conserve, and rewarding those who waste water.

(E) Existing law requires the installation of a water meter as a condition of water service provided pursuant to a connection installed on or after January 1, 1992, but the continuing widespread absence of water meters and the lack of volumetric pricing could result in the inefficient use of water for municipal and industrial uses.

(F) The purpose of this Ordinance is to (1) clearly set forth water meter requirements for both new and existing water service consumers, and (2) to enact and implement a water meter retrofit program that provides for all water connections within the City to ultimately be metered.

**SECTION 2. Repeal of Existing Sections.** The following sections of the Municipal Code of the City of Winters are hereby repealed in their entirety:

Section 13.04.050 entitled, "Meters and meter rate."

Section 13.04.110 entitled, "Information for fixing rates."

Section 13.04.320 entitled, "Installation of meters."

**SECTION 3. Amendment of Existing Section 13.04.010.** Section 13.04.010 of the Municipal Code of the City of Winters, entitled, "Definitions", is amended to replace the definition of the term "Consumer". The new definition shall read as follows:

"Consumer", as used in Chapter 13.04, shall mean any person or entity using water supplied by the city water system. "Consumer" includes residential users, nonresidential users, tenants of single-family dwellings or duplexes, record owners of real property, and management companies responsible for property management of real property.

**SECTION 4. Addition of New Sections.** The following sections are hereby added to Chapter 13.04 of the Municipal Code of the City of Winters to read as follows:

**13.04.320 Installation of water meters on water service connections made on or after January 1, 1992.**

A. In accordance with the provisions of California Water Code Section 525, no new water service connections may be attached to the city water distribution system, unless such connection is equipped with a water meter. As used in this section, "new water service connection" includes any existing water service connection that is used to provide water to buildings or residential units constructed on or after January 1, 1992. Fire service connections are exempt from the provisions of this chapter. The superintendent of the water department may adopt standards and requirements to implement the provisions of this section.

B. Prior to the installation of a water meter in accordance with the terms of this section, the consumer shall pay all applicable fees, which may be established from time to time by resolution of the city council, to recover the costs incurred by the city in providing, installing or supervising the installation of a water meter.

C. Water meters for water service connections made on or after January 1, 1992 shall be installed by the city or under the city's supervision in accordance with all applicable city water and building codes, regulations, and standards, as such standards may be established from time to time.

D. A water meter for a water service connection made on or after January 1, 1992 shall not be installed by a party other than the city unless a plumbing permit has been issued.

E. No occupancy permit for any structure served by a water service connection made on or after January 1, 1992 shall be issued until meter installation is complete, inspected by the city, and deemed to be in compliance with all applicable city regulations and standards.

**13.04.330 Installation of meter upon sale of property.**

A. Prior to the sale of any property receiving water service from the city through an unmetered water service connection, a water meter shall be installed. Water service shall not be provided to the property after the transfer of property ownership until meter installation is complete, inspected by the city, and deemed to be in compliance with all applicable city regulations and standards.

B. Water meters shall be installed by the city or under the city's supervision in accordance with all applicable city water and building codes, regulations, and standards, as such standards may be established from time to time. A water meter shall not be installed by a party other than the city unless a plumbing permit has been issued.

#### **13.04.340 Phased meter installation program.**

A. The city shall install water meters on all existing unmetred water service connections through a phased meter installation program. The phased meter installation program shall be approved by resolution of the city council. Consumers shall pay such rates, fees and/or charges as may be established from time to time by resolution of the city council to fund, among other costs, the development and implementation of the phased meter installation program.

B. In accordance with California Water Code Section 521(g), a low-income installation charge reduction for water meter costs shall be offered to qualifying households to relieve any unreasonable burden placed on low income families. Any household with a total income no greater than that specified by the U.S. Department of Housing and Urban Development as "very low income" may apply for a reduction in the water meter installation charge. An application for a reduced installation charge shall be filed with the city Director of Financial Management. The amount of the installation charge reduction shall be established by resolution of the city council.

#### **13.04.350 Reading meters.**

The consumer receiving city water service shall keep water meters unobstructed and accessible for reading, maintenance and repair, and shall provide the City's employees and/or its contractors access to the premises where the consumer receives water service as may be required by the city for such purposes. Compliance with this section shall be a condition of receiving or continuing to receive city water service.

#### **13.04.360 Testing meters.**

A. Any consumer may request in writing that the meter through which water is being furnished be examined and tested by the city to determine whether the meter is registering accurately the amount of water that is being delivered through it. Upon receipt of such request, the city shall examine and test the meter. If the meter is found to register over or under three percent (3%) more or less water than actually passes through it, the consumer's water bill will be adjusted accordingly. If the meter is found to register a variance of three percent (3%) or less, no billing adjustment will be made. Meter testing will be performed at a consumer's request, at no charge to the consumer, not more than once every twelve (12) months.

B. If a consumer requests more frequent testing, the consumer's request shall be accompanied by a deposit of an amount established by resolution of the city council, to recover testing and inspection costs incurred by the city. Upon receipt of such request, the city shall examine and test the meter. If the meter is found to register over or under three percent (3%) more or less water than actually passes through it, the consumer's water bill will be adjusted accordingly and the deposit shall be returned, without interest. If the meter is found to register a variance of three percent (3%) or less, no billing adjustment will be made and the deposit shall be used by the city to pay its inspection and testing costs.

**13.04.370 Water meter use – Indemnity.**

No person other than authorized employees of the city or other persons duly authorized by the city shall install, maintain, repair, move, replace, adjust, tamper with, manipulate, damage, disconnect or remove any water meter. Any person or entity performing any of the foregoing actions without the authorization of the city, shall pay the city's costs of investigating and repairing any resulting damage and/or replacing any removed item(s), and shall indemnify and hold harmless city, its officers and employees from any claims, actions, costs (including attorney fees), damages or other liability resulting or arising from such damage or unauthorized removal.

**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 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 and published 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 \_\_\_\_\_, 2009 and was passed and adopted at a regular meeting of the City Council held on \_\_\_\_\_, 2009 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

1185263.4

City of Winters  
Proposed Water Meter Installation Program

Meter Installation for Units with Existing Pits (Both Residential and Commercial)

Meter Size	Meter Type	Meter Price *	Box Price	Installation Labor	Total for units with existing Pit	Direct Cost	Quarterly Pmt Plan	Monthly Payment Plan (60 mo)	Amount for Lien on Property **
3/4"	disc	\$ 195.69		\$ 100.00	\$ 295.69	\$ 295.69	\$ 85.59	\$ 6.09	\$ 295.69
1"	disc	\$ 241.23		\$ 100.00	\$ 341.23	\$ 341.23	\$ 97.09	\$ 6.91	\$ 341.23
1-1/2 "	disc	\$ 406.23		\$ 125.00	\$ 531.23	\$ 531.23	\$ 145.63	\$ 10.37	\$ 531.23
2"	disc	\$ 520.48		\$ 150.00	\$ 670.48	\$ 670.48	\$ 191.04	\$ 13.60	\$ 670.48
2"	turbo with strainer	\$ 1,047.73		\$ 150.00	\$ 1,197.73	\$ 1,197.73	\$ 325.75	\$ 23.19	\$ 1,197.73
2"	Compound with Strainer	\$ 1,937.73		\$ 150.00	\$ 2,087.73	\$ 2,087.73	\$ 553.14	\$ 39.39	\$ 2,087.73
4"	Compound with Strainer	\$ 4,375.23		\$ 250.00	\$ 4,625.23	\$ 4,625.23	\$1,283.21	\$ 91.37	\$ 4,625.23
6"	Compound with Strainer	\$ 6,537.73		\$ 400.00	\$ 6,937.73	\$ 6,937.73	\$1,925.14	\$ 137.07	\$ 6,937.73

Meter Installation for Units Requiring Pits (Both Residential and Commercial)

Meter Size	Meter Type	Meter Price *	Box Price	Labor for Building Pit & Meter Install	Total for Units Requiring Pits	Direct Cost	Quarterly Pmt Plan	Monthly Payment Plan (60 mo)	Amount for Lien on Property **
3/4"	disc	\$ 195.69	\$ 40.00	\$ 500.00	\$ 735.69	\$ 735.69	\$ 187.79	\$ 13.37	\$ 735.69
1"	disc	\$ 241.23	\$ 40.00	\$ 500.00	\$ 781.23	\$ 781.23	\$ 199.28	\$ 14.19	\$ 781.23
1-1/2 "	disc	\$ 406.23	\$ 40.00	\$ 500.00	\$ 946.23	\$ 946.23	\$ 241.44	\$ 17.19	\$ 946.23
2"	disc	\$ 520.48	\$ 80.00	\$ 600.00	\$ 1,200.48	\$ 1,200.48	\$ 306.02	\$ 21.79	\$ 1,200.48
2"	turbo with strainer	\$ 1,047.73	\$ 80.00	\$ 600.00	\$ 1,727.73	\$ 1,727.73	\$ 440.72	\$ 31.38	\$ 1,727.73
2"	Compound with Strainer	\$ 1,937.73	\$ 80.00	\$ 600.00	\$ 2,617.73	\$ 2,617.73	\$ 668.11	\$ 47.57	\$ 2,617.73
4"	Compound with Strainer	\$ 4,375.23	\$ 400.00	\$ 1,200.00	\$ 5,975.23	\$ 5,975.23	\$1,525.93	\$ 108.65	\$ 5,975.23
6"	Compound with Strainer	\$ 6,537.73	\$ 600.00	\$ 2,500.00	\$ 9,637.73	\$ 9,637.73	\$2,461.67	\$ 175.28	\$ 9,637.73

\*Quote updated 4/23/09

\*\* Only those residences qualifying for Affordable Housing as defined by Housing and Urban Development( HUD) Tables are eligible for this option. Interest free for 30 years, similar to First Time Homebuyer program.

a) Meters can be installed at above rates by City Staff, or customers can purchase meter and install it themshelves, or have a licensed contractor install it. A permit must be obtained whenever anyone other than City Staff installs the meter.

City of Winters  
Proposed Water Meter Installation Program

Cost of retro-fitting Existing Meters

Meter Size	Meter Type	Register	Transmitter	Total material cost	Install Labor	Estimated Cost to Retrofit
3/4"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00
1"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00
1-1/2 "	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00
2"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00
2"	turbo with strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00
2"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00
4"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00
6"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00

Business Retro fits

Meter Size	Meter Type	Register	Transmitter	Total material cost	Install Labor	Estimated Cost to Retrofit	# of meters	Estimated Total cost
3/4"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00	12	\$ 296.00
1"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00	20	\$ 304.00
1-1/2 "	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00	8	\$ 292.00
2"	disc	\$ 86.00	\$ 98.00	\$ 184.00	\$ 100.00	\$ 284.00		\$ 284.00
2"	turbo with strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00		\$ 323.00
2"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00	16	\$ 339.00
4"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00	1	\$ 324.00
6"	Compound with Strainer	\$ 125.00	\$ 98.00	\$ 223.00	\$ 100.00	\$ 323.00	2	\$ 325.00
Total estimated cost of Meter retrofit-Commercial accounts								\$ 2,487.00
Meter Reading Equipment, Software and Training								\$ 23,273.75
estimated retrofit of Residential units.						\$ 284.00	\$1,000.00	\$284,000.00
Total estimated retrofit cost (residential and commercial) To be funded from Water Bond Proceeds								\$307,273.75

## City of Winters/Yolo County 2009 Income Limits

<b>Household Size</b> (Number of Persons in Household)	1	2	3	4	5	6	7	8
Extremely Low-Income 30% of AMI	\$15,250	\$17,450	\$19,600	\$21,800	\$23,550	\$25,300	\$27,050	\$28,800
<b>Very</b> <b>Low-Income</b> 50% of AMI	\$25,400	\$29,050	\$32,650	\$36,300	\$39,200	\$42,100	\$45,000	\$47,900
<b>Low-Income</b> 80% of AMI	\$40,650	\$46,500	\$52,300	\$58,100	\$62,750	\$67,400	\$72,050	\$76,700
<b>Median</b> <b>Income</b> 100% of AMI	\$50,800	\$58,100	\$65,350	\$72,600	\$78,400	\$84,200	\$90,000	\$95,850
<b>Moderate-</b> <b>Income</b> 120% of AMI	\$60,950	\$69,700	\$78,400	\$87,100	\$94,050	\$101,050	\$108,000	\$114,950



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager. *JD*  
**FROM:** Dan Maguire, Housing Programs Manager *DM*  
**SUBJECT:** Update on Winters Healthcare Foundation grant community garden

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**RECOMMENDATION:**

Staff recommends the Council receive the staff report regarding updates on the progress of the formation of a community garden. Staff asks the City Council to provide direction regarding the proposed alternative garden plans.

**BACKGROUND:**

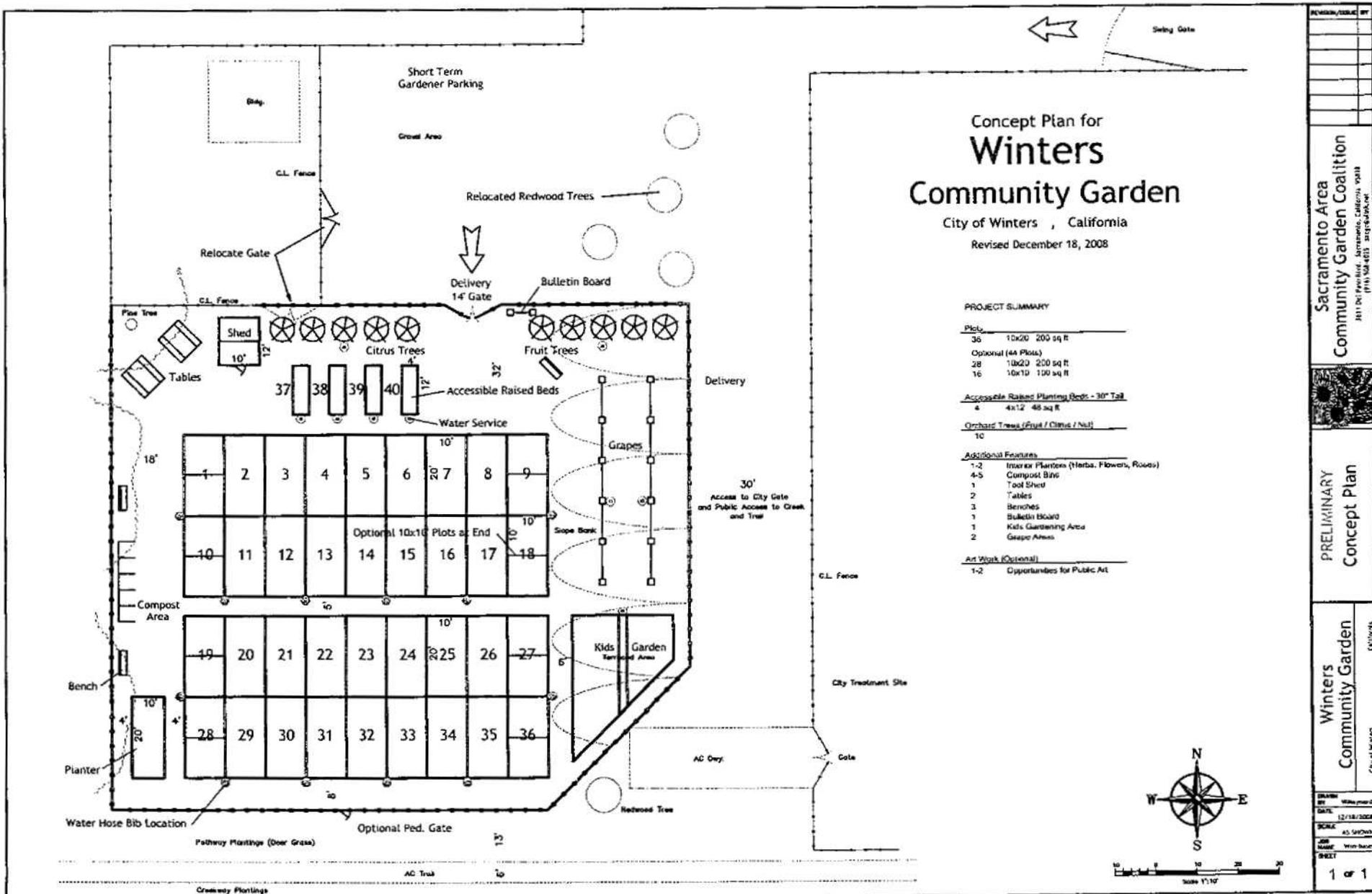
At the August 5<sup>th</sup>, 2008 City Council meeting staff requested direction from Council as to whether the City-Owned property directly west of the East Street Lift Station Facility (herein after referred to as the redwood grove site) could be used as a site for a community garden. Staff was directed by City Council to explore alternative sites for the location of the community garden. Staff provided an interim update at the September 16<sup>th</sup> City Council meeting, advising Council that five (5) sites for the garden were being evaluated. At the November 18<sup>th</sup> meeting, staff's evaluation of the various sites was presented; and Council directed staff to proceed with the redwood grove site.

The preliminary concept plan for the Community Garden at the redwood grove site called for the transplanting of the existing redwoods as part of the construction of the garden. As there had been prior communication from City Council stating opposition to the garden having any adverse impact on the existing redwood trees, staff and project partners developed alternative Concept Plans to present to Council.

Attachments #1-A & #1-B are renditions of the original concept plan, with 1-B showing the location of existing trees. Attachment # 2 is a concept plan reflecting a smaller footprint with the southern perimeter of the garden moved north of the majority of the trees, eliminating the need to transplant most of the trees, except two to three (3). Those trees could be transplanted to the area of the other trees, maintaining the total tree count and the "grove" effect. The smaller "footprint" of concept plan 1-B results in a reduction of nine (9) garden plots versus the original concept plan. Attachment #3 is a concept plan for the alternative site at the skate park.

**FISCAL IMPACT:**

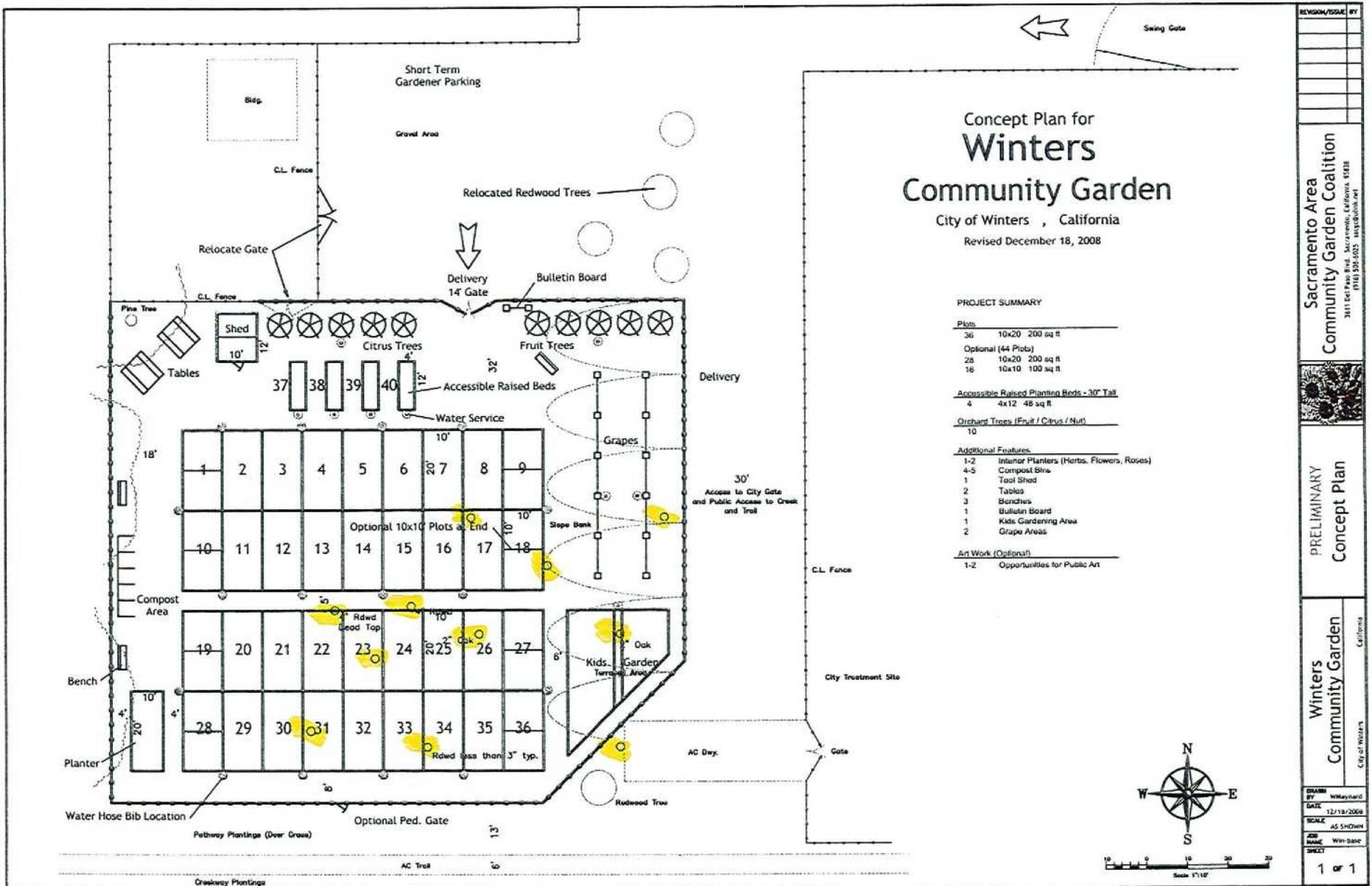
None by this action.



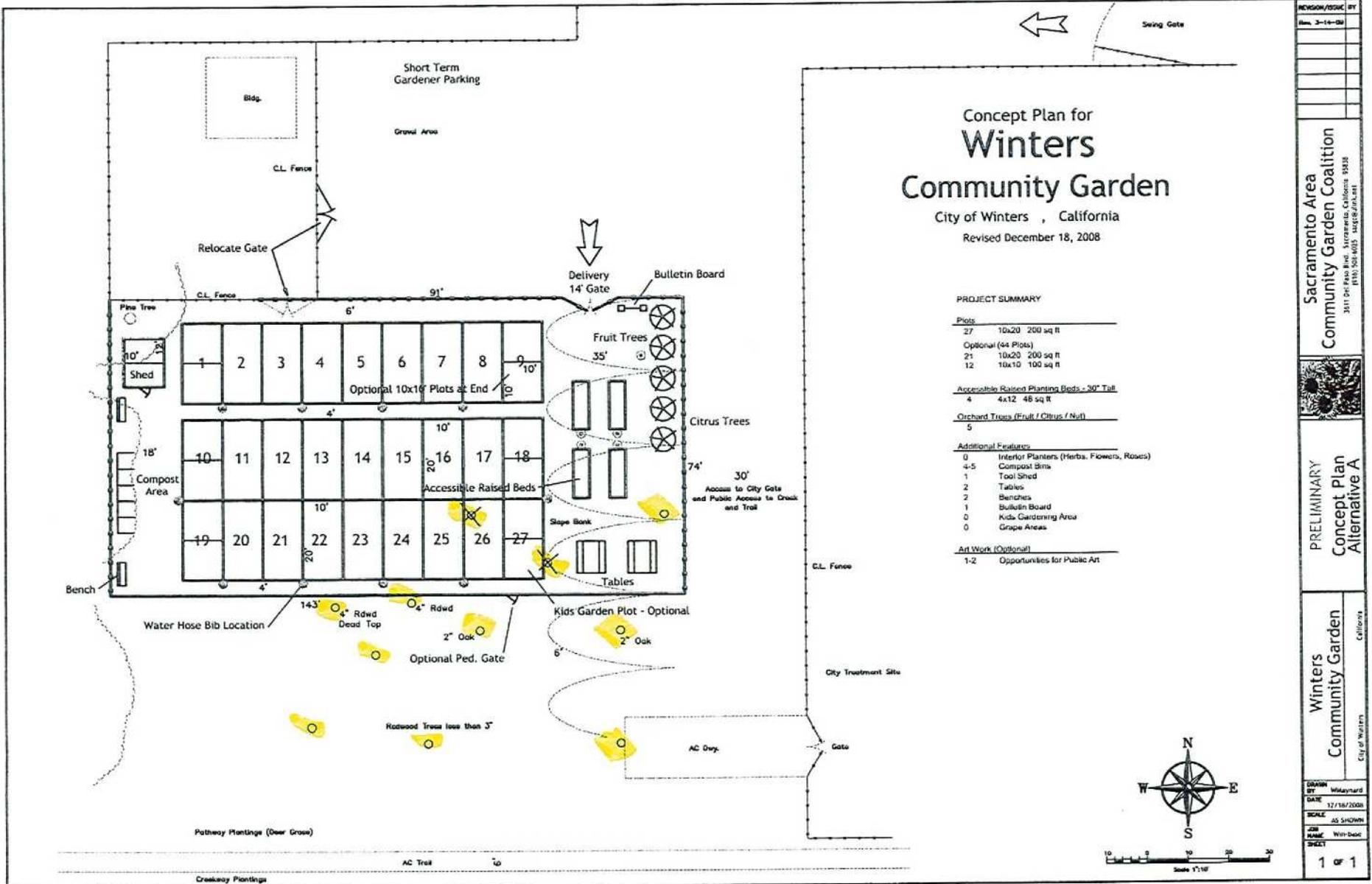
PRELIMINARY  
**Concept Plan**

Winters Community Garden  
 City of Winters

1 of 1



Attachment 2



# Concept Plan for Winters Community Garden

City of Winters, California  
Revised December 18, 2008

**PROJECT SUMMARY**

Plot	Size	Total Area
27	10x20	200 sq ft
Optional (44 Plots)		
21	10x20	200 sq ft
12	10x10	100 sq ft

Accessible Raised Planting Beds - 30" Tall  
4 4x12 48 sq ft

Orchard Trees (Fruit / Citrus / Nut)  
5

Additional Features

0	Interior Planters (Herbs, Flowers, Roses)
4-5	Compost Bins
1	Tool Shed
2	Tables
2	Benches
1	Bulletin Board
0	Kids Gardening Area
0	Grape Areas

Art Work (Optional)  
1-2 Opportunities for Public Art

REVISION/DATE BY	
Rev. 3-14-09	
Sacramento Area Community Garden Coalition <small>3011 Old Paso Blvd. Sacramento, California 95838          (916) 508-6005 sagc@afanet</small>	
PRELIMINARY Concept Plan Alternative A	
Winters Community Garden <small>City of Winters          California</small>	
DRAWN BY	Winkyard
DATE	12/18/2008
SCALE	AS SHOWN
JOB NAME	Winters
SHEET	1 of 1



# Attachment 3

## Concept Plan for Winters Community Garden

City of Winters, California

Revised March 14, 2009

### PROJECT SUMMARY

Plots	50
38	10x20 200 sq ft
12	10x10 100 sq ft

Accessible Raised Planting Beds - 30" Tall

4	4x12 48 sq ft
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Orchard Trees (Fruit / Citrus / Nut)

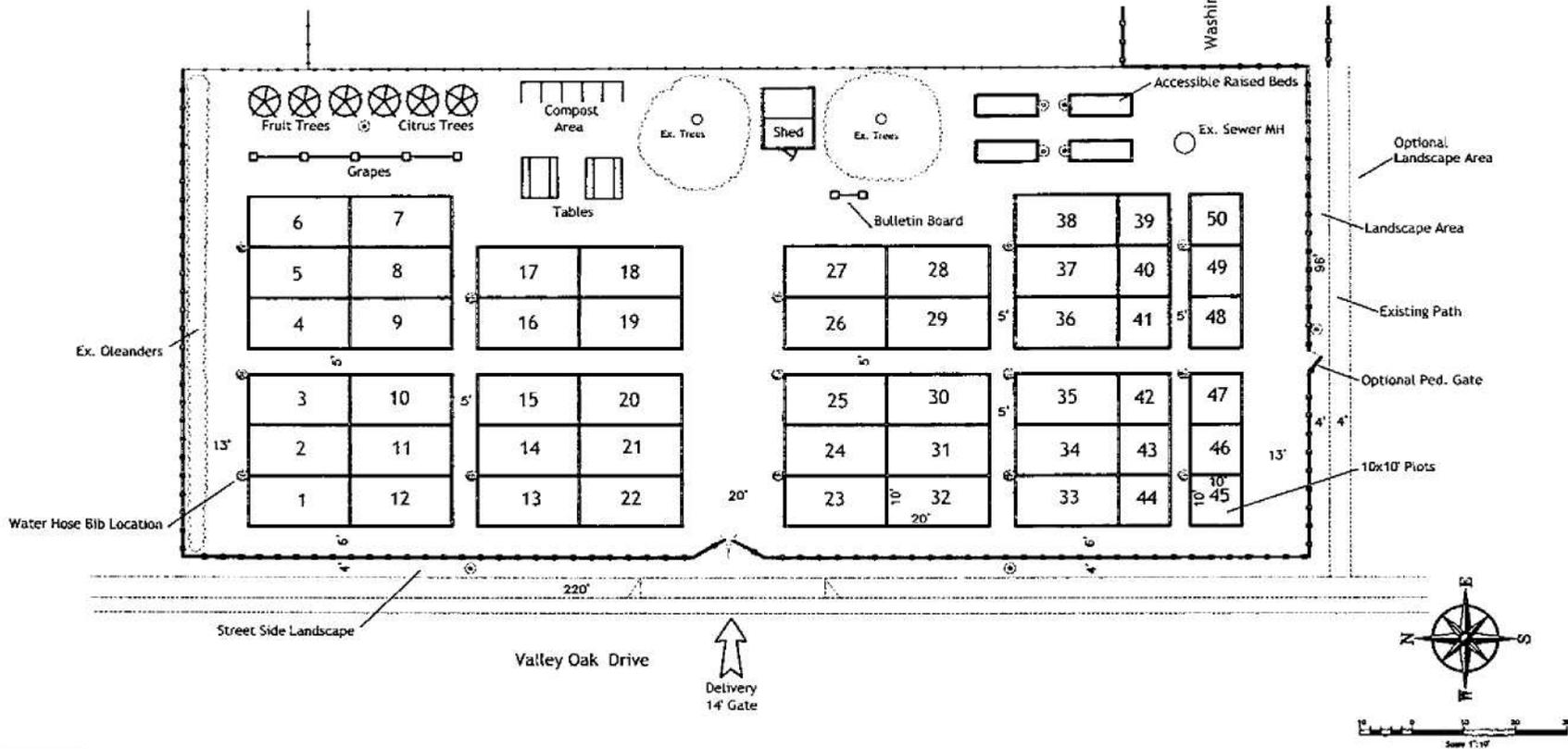
6	
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### Additional Features

0	Interior Planters (Herbs, Flowers, Roses)
4-5	Compost Bins
1	Tool Shed
2	Tables
2-4	Benches
1	Bulletin Board
1	Kids Gardening Area
1	Grape Areas

### Art Work (Optional)

1-2	Opportunities for Public Art
-----	------------------------------



NO. / DATE / ISSUE	1 / 1
Sacramento Area Community Garden Coalition <small>2011 1st Ave. West, Sacramento, California 95818          (916) 338-8020 sacgarden.org</small>	
PRELIMINARY Concept Plan Alternate Site	
Winters Community Garden <small>City of Winters</small>	Callouts
DRAWN BY: Wintersgard DATE: 12/18/2008 SCALE: AS SHOWN JOB NAME: Wintersgard SHEET: 1 of 1	



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Chairman and Board of Directors  
**DATE:** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., Executive Director *JWD*  
**FROM:** Nelia Dyer, Community Development Director *ND*  
Dan Maguire, Housing Programs Manager *DM*  
**SUBJECT:** Resolution 2009-30, a Resolution of the Winters Community Development Agency Authorizing the Executive Director to Execute an Owner Participation Agreement with the Central Valley Coalition for Affordable Housing, a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project

---

**RECOMMENDATION:**

Staff recommends the Community Development Agency:

1. Receive the staff report;
2. Conduct a public hearing;
3. Consider an Owner Participation Agreement (OPA) with Central Valley Coalition for Affordable Housing (CVCAH), a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project.

**SUMMARY OF PROJECT:**

The project is a proposed development of 74 multi-family units in a total of 11 2-story buildings and a one-story community center on approximately 5 acres. The proposed project also includes landscaping, walkways, swimming pool and hot tub, playground area, trellised picnic area and parking. On the remaining 5 acres, a total of 1.6 acres will be developed as active parkland, while the remaining land will not be developed due to seasonal wetland(s) on the property. The project site totals 10.6 acres.

The affordability of 36 units would be covenanted for 55 years in the OPA, with 19 units restricted to 30% of Area Median Income (AMI), and 17 units restricted to 50% AMI. Overall, based on anticipated additional sources of funds, the project is expected to have an additional 2 units restricted at 50% AMI, and 35 units at 55% AMI, with the manager's unit uncovered by affordability restrictions.

**BACKGROUND:**

The Orchard Village project will be located at a site on Railroad Avenue (APN #'s 003-360-05-1 & 003-360-18-1) just south of NC Foliage (1029 Railroad Avenue). The western portion of the property, which is just over five (5) acres, is the residential project site and is zoned R-4 (High Density Residential). The eastern portion of the property is comprised of 5 acres and is zoned Parks and Recreation. The five acres will include the development of a 1.6 acre park to satisfy the developers park requirement. The two properties will be divided by the extension of Dutton Street to the northern border of the property.

Staff first brought the CVCAH Apartments project to the Winters Community Development Agency (CDA) at the December 18, 2007 meeting as part of a staff report requesting direction on housing funding priorities. At the direction of the CDA, staff presented the project to the Affordable Housing Steering Committee (AHSC) at their meeting on January 28, 2008. They were favorable to the project and supportive of the developer's concerns about the project's density. CVCAH and their partner in the project, Pacific West Communities ("Pacific") proposed a reduced project density that would allow them to attain a higher number of family units, with a greater number of three and four bedroom units. This density reduction was agreed to by the AHSC, who felt the project could benefit from the reduction. The goal of increasing affordable family units is a part of the City's Housing Element. Legal Services of Northern California, a participant in the AHSC meeting, subsequently issued a letter indicating they have no objection to the density reduction.

The project was brought back to Council at the April 1, 2008 meeting and Council approved Resolution 2008-14, approving an application for funding from the State Community Development Block Grant Program (ultimately unsuccessful that funding round) and directing staff to begin negotiations with CVCAH.

A conceptual Design Review and CEQA scoping session was conducted at the Planning Commission meeting on June 24, 2008. The Mitigated Negative Declaration was released on December 18, 2008 for a 30-day comment period that ended on January 16, 2009. The Planning Commission adopted the Mitigated Negative Declaration and approved the Design Review application (2008-05-SP/DR) for the Orchard Village Project at the January 27, 2009 meeting.

**ANALYSIS**

The owner participation agreement (OPA) is a legal agreement between the Community Development Agency and the property owner (CVCAH) within the project area for the development of the subject property in accordance with the adopted redevelopment plan. The OPA commits the property owner to produce a specific project within a defined time frame under mutually-agreed upon business terms. Property owners within the project area are not required to enter into OPAs in order to develop their property. However, when any form of Community Development Agency assistance is requested for a proposed project, the Agency requires an OPA with the property owner. In the case of Orchard Village, an OPA is required since the Developer has requested financial assistance for the development in the form of a grant not to exceed \$1,300,000.

Key provisions of the OPA include the following:

- 1) Financial assistance extended for the development shall consist of a grant of tax exempt bonds from the Agency not to exceed \$1,300,000.

- 2) The project may constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of prevailing wages. The developer has not made final determinations as to the sources or requirements of Developer Financing it may seek or receive, and acknowledges that the Agency has specifically advised the Developer to see a determination from the Department of Industrial Relations as to the applicability of Prevailing Wage Laws.
- 3) Forty-nine percent (49%) of the 74 units (i.e. 36 units) shall be affordable to Very Low Income Households. The Affordable Units (other than the manager's unit) shall only be rented to Eligible Households, at rental rates no greater than that considered as affordable rent for Very Low Income Households or Lower Income Households, adjusted for family size appropriate to the unit.
- 4) The Developer shall pay to City, when due, all development fees in connection with the Project.
- 5) The Developer shall seek approval of Governmental Financing, Construction Financing, and for Permanent Financing all as necessary for construction and long term financing of the Project.
- 6) City Manager and Executive Director shall have the authority to issue waivers and/or enter into amendments to this Agreement on behalf of Agency and City so long as such actions do not materially or substantially change the terms of this Agreement and such waivers and/or amendments may include extensions of time to perform obligations hereunder. Material or substantive waivers of or amendments to this Agreement (including as provided in Section 501.1), and approval of the Annual Payment and the Annual Payment Agreement, shall require the consideration, action and written consent of City Council and Agency Board, as applicable.

The Schedule of Performance (Attachment No. 7 of the OPA) details the time periods under which the CVCAH and the Agency shall perform various aspects of the terms of the Agreement including obtaining building permits and initiating construction.

#### **FISCAL IMPACT:**

As mentioned previously, on April 1, 2008, the Community Development Agency directed staff to begin negotiations with CVCAH regarding the Orchard Village Project. Subsequent to the meeting, staff sent a letter to CVCAH, stating that the Agency approved their request that the Agency reserve \$1.3 million of grant funding for the subject project. However, since the approval of funding was not done by resolution and a public hearing was not held on the request for redevelopment funds, the funding could not be disbursed.

\$1,300,000 from the 2007 bond issuance proceeds are proposed to be granted to the project.

#### **ENVIRONMENTAL REVIEW**

An Initial Study/Mitigated Negative Declaration was prepared for the Project and circulated for public review. As part of the Planning Commission's review and approval

of the Project, the Planning Commission approved the Mitigated Negative Declaration on January 27, 2009. No additional environmental review is required. There have been no substantial changes or new information of substantial importance concerning the Project that would require major revisions of the Mitigated Negative Declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

#### **ATTACHMENTS**

1. Resolution 2009-30, a Resolution of the Winters Community Development Agency Authorizing the Executive Director to Execute an Owner Participation Agreement with the Central Valley Coalition for Affordable Housing, a California Non-Profit Public Benefit Corporation for the development of the Orchard Village Affordable Housing Project
2. Owner Participation Agreement By and Between the Community Development Agency of The City of Winters and Central Valley Coalition for Affordable Housing

**RESOLUTION NO. 2009-30**

**A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF WINTERS AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN OWNER PARTICIPATION AGREEMENT WITH THE CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, A CALIFORNIA NON-PROFIT PUBLIC BENEFIT CORPORATION, FOR THE DEVELOPMENT OF THE ORCHARD VILLAGE AFFORDABLE HOUSING PROJECT**

WHEREAS, on June 2, 1992, the City Council of the City of Winters (the "City Council") adopted Ordinance 1992-08 approving and adopting the Community Development Project Area Plan (the "Plan") for the Winters Community Development Project Area (the "Project Area"); and

WHEREAS, the Community Development Agency of the City of Winters (the "Agency") is vested with the responsibility for and is carrying out the Plan for the Project Area; and

WHEREAS, the Central Valley Coalition for Affordable Housing (the "Developer") is the owner of certain real property within the Project Area (the "Site") and is proposing to develop the Property with seventy-four (74) multi-family units and associated on-site and off-site improvements to be known as the Orchard Village Affordable Housing Project (the "Project"); and

WHEREAS, the Project is not a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution, in that it is (a) privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of Section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities; and (b) not more than forty-nine percent (49%) of the Project's dwellings, apartments, or other living accommodations may be occupied by persons of extremely low income and very low income pursuant to the Agreement; and

WHEREAS, the Developer has requested that the Agency assist with financing the Project by providing a grant in the amount of \$1,300,000 (the "Agency Grant") to pay for the development of the Project; and

WHEREAS, the Agency has negotiated a proposed Owner Participation Agreement (the "OPA") with the Developer, which provides for the development of the Project; and

WHEREAS, in implementation of the Redevelopment Plan for the Project Area, the Agency is willing to provide the Agency Grant pursuant to the OPA with the Developer, because the Project will improve and increase the community's

supply of affordable housing in a manner consistent with the Housing Element of the General Plan and the policies of the Community Redevelopment Law; and

WHEREAS, pursuant to the California Environmental Quality Act (Public Resources Code Section 21000 et seq.), the Planning Commission has previously approved a Mitigated Negative Declaration in connection with certain approvals for the proposed development of the Site in 2009;

NOW, THEREFORE, BE IT RESOLVED by the Winters Community Development Agency:

Section 1. The Agency hereby finds and determines that the foregoing recitations are true and correct and are incorporated herein by this reference.

Section 2. The Agency hereby approves and authorizes the execution of the OPA between the Agency and the Participant, in substantially the form attached to the staff report accompanying this Resolution and in a form acceptable to Agency Counsel. The Executive Director is hereby authorized and directed to execute the OPA on behalf of the Agency, and to execute such other documents and take such other actions as necessary to carry out and implement the obligations of the Agency under OPA.

I HEREBY CERTIFY THAT the foregoing resolution was duly and regularly adopted to the City Council of the City of Winters, County of Yolo, State of California, on the 19th day of May, 2009 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Woody Fridae, Agency Chairman

ATTEST:

\_\_\_\_\_  
Nanci G. Mills, Agency Clerk

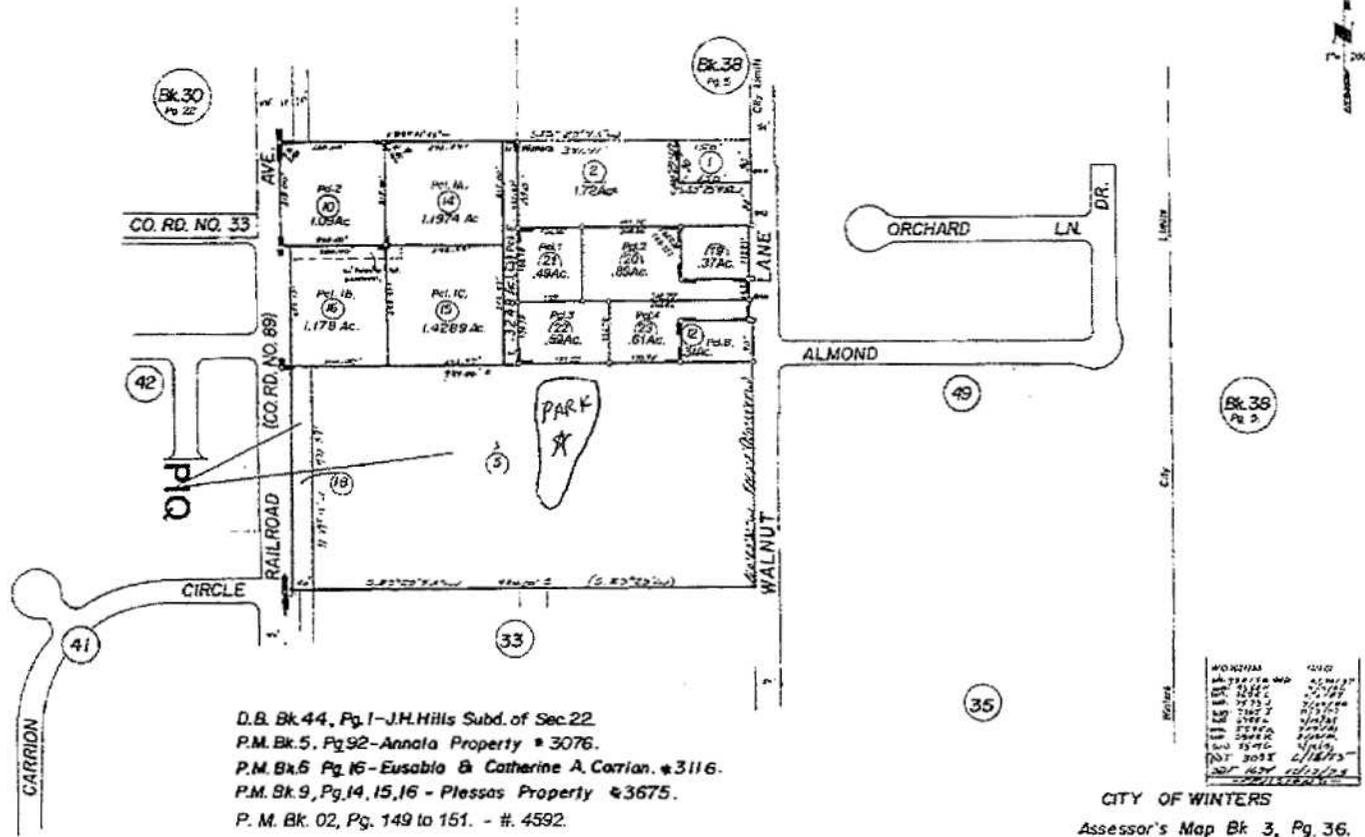
**ATTACHMENT NO. 1**  
**PROPERTY MAP**



POR. SEC. 22, T. 8 N., R. 1 W., M. D. B. & M.

CAUTION - These maps ARE NOT to be used for legal descriptions.

3-36



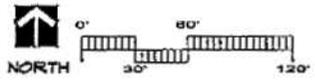
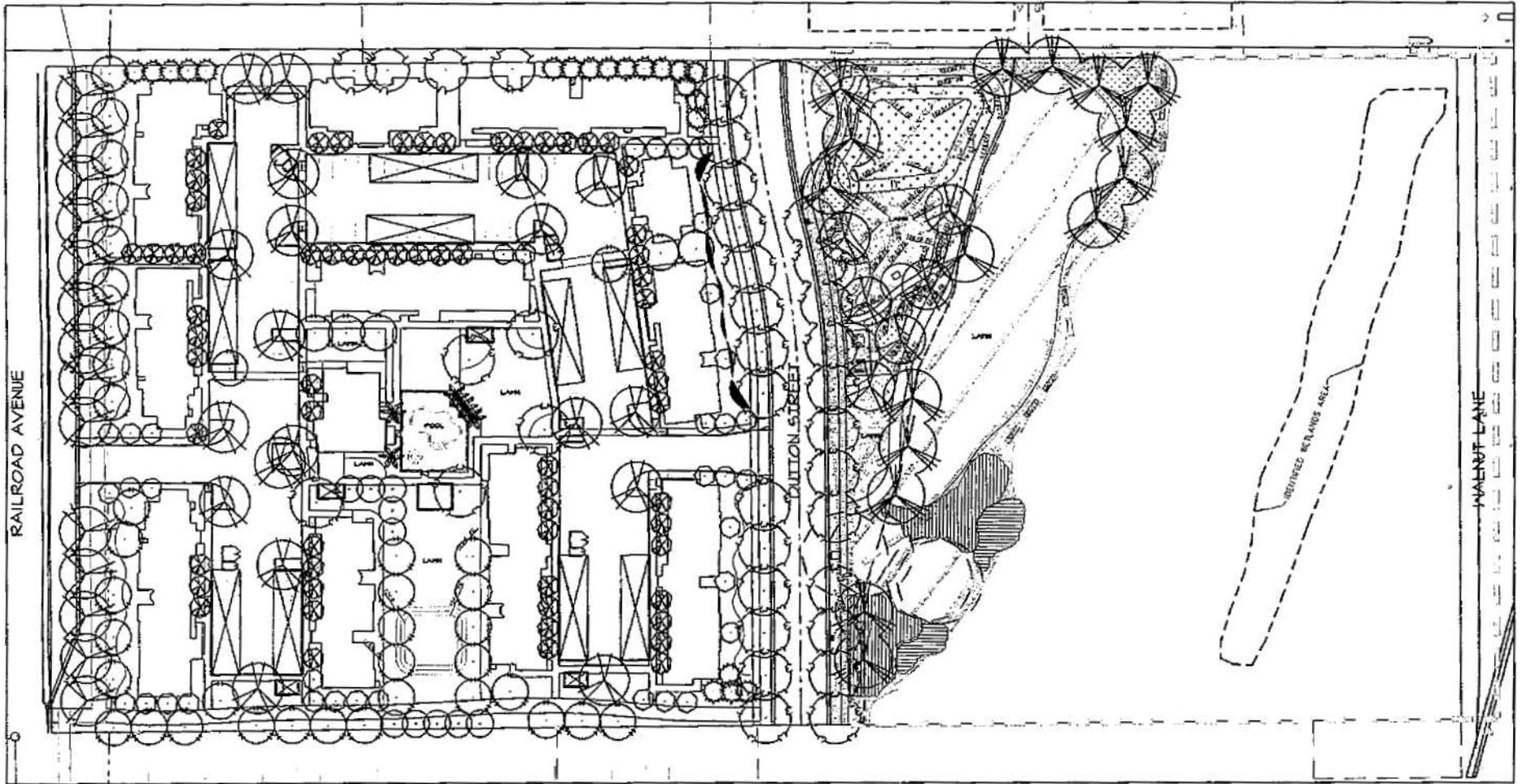
D.B. Bk. 44, Pg. 1 - J.H. Hills Subd. of Sec. 22  
 P.M. Bk. 5, Pg. 92 - Annala Property # 3076.  
 P.M. Bk. 6, Pg. 16 - Eusabio & Catherine A. Carrion # 3116.  
 P.M. Bk. 9, Pg. 14, 15, 16 - Plessas Property # 3675.  
 P.M. Bk. 02, Pg. 149 to 151. - #. 4592.

CITY OF WINTERS  
 Assessor's Map Bk. 3, Pg. 36.  
 County of Yolo, Calif.

(formerly por. 3-01)  
 NOTE - Assessor's Block Numbers Shown in Ellipses  
 Assessor's Parcel Numbers Shown in Circles

JUL 16 2003

★ 1.6 acre park



ORCHARD VILLAGE APARTMENTS  
& COMMUNITY PARK  
WINTERS, CA



THOMAS H. PHELPS  
LANDSCAPE ARCHITECTS  
AIA  
6000 Lakeside Avenue #411  
1888 Lakeside Way  
Oakland, CA 94612  
(415) 437-1000  
thp@thparch.com

**ATTACHMENT NO. 2**  
**PROPERTY LEGAL DESCRIPTION**

Escrow No.: 07-42108309-AK  
Locate No.: CACT17734-7754-4421-0031112441  
Title No.: 07-31112441-AP

**EXHIBIT "A"**

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF WINTERS, COUNTY OF YOLO, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL A:

Lot 3, J. H. Hill's Subdivision of a portion of Fractional Section 22, Township 8 North, Range 1 West, M.D.B.&M., filed October 3, 1888, in Book 44 of Deeds, page 1, Yolo County Records.

PARCEL B:

The West 60.00 feet of the South 471.57 feet of the North 1,414.71 feet of the fractional Northwest Quarter of Section 22, Township 8 North, Range 1 West, M.D.B.&M.  
EXCEPTING THEREFROM, all minerals and mineral rights, interests, and royalties, including, without limiting the generality thereof, oil, gas and other hydrocarbon substances, as well as metallic or other solid minerals, in and under the property; however, Grantor or its successors and assigns, shall not have the right for any purpose whatsoever to enter upon, into or through the surface of the property in connection therewith; as excepted and reserved by Southern Pacific Transportation Company, a Delaware corporation, in the Quitclaim Deed recorded May 30, 1997, as Instrument No. 97-0012564, Yolo County Records.

APN: 003-360-051 & 003-360-181

ATTACHMENT NO. 3

MEMORANDUM OF OWNER PARTICIPATION AGREEMENT

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

The document is exempt from the payment of a recording fee pursuant to Government Code § 27383.

MEMORANDUM OF OWNER PARTICIPATION AGREEMENT

THIS MEMORANDUM OF A MEMORANDUM OF OWNER PARTICIPATION AGREEMENT ("Memorandum"), dated for identification purposes as of \_\_\_\_\_, 20\_\_\_, is entered into by and among the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic ("Agency"), the CITY OF WINTERS, a municipal corporation ("City"), and CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non-profit public benefit corporation ("Developer").

1. Owner Participation Agreement. Agency, City, and Developer have executed that certain Owner Participation Agreement dated \_\_\_\_\_, 20\_\_\_, including all Attachments as defined therein (collectively, "Agreement") which provides, among other things, for (i) certain Financial Assistance to Developer under the circumstances and for purposes stated in the Agreement, (ii) Developer to construct on the Property the Improvements (including certain Affordable Units); (iii) Developer to use, operate and maintain the Project, including the Affordable Units, in accordance with the Agreement and the Affordable Housing and Maintenance Covenant dated for identification purposes as of \_\_\_\_\_, 20\_\_\_ ("Covenant") recorded against the Project which provides, among other things, for affordable housing and maintenance requirements and transfer restrictions. The Agreement is available for public inspection and copying at the office of the City Clerk, City of Winters, 318 First Street, Winters CA 95694. All of the terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

2. Unilateral Release as to Agency Property or City Property. Notwithstanding anything in the Agreement (including any of the Attachments) to the contrary, each City and Agency (as applicable) may unilaterally release from the requirements of the Agreement (including the Performance Deed of Trust, this Memorandum, the Notice of Affordability Restrictions on Transfer of Property, and/or the Covenant, as applicable) those portions of the Property, Improvements, or Project which are dedicated, granted, transferred to, or otherwise

acquired by, the Agency or City (as applicable) upon recordation of a notice specifying the scope of such release and identifying portions of the Property, Improvements, and/or Project being so released.

3. **Purpose of Memorandum.** This Memorandum is prepared for recordation purposes only, and in no way modifies the terms, conditions, provisions and covenants of the Agreement. In the event of any inconsistency between the terms, conditions, provisions and covenants of this Memorandum or the Agreement, the Agreement shall control.

The parties have executed this Memorandum on the dates specified immediately adjacent to their respective signatures.

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR  
AFFORDABLE HOUSING, a California nonprofit  
public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY  
DEVELOPMENT AGENCY, a public body  
corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: Executive Director

**"CITY"**

CITY OF WINTERS, a California municipal  
corporation

Dated:

By:

*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: City Manager

**EXHIBIT A**  
**LEGAL DESCRIPTION**

*[To be inserted]*

ATTACHMENT NO. 4

[FORM] AB 987 NOTICE

[To be completed]

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

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*The document is exempt from the payment of a recording fee pursuant to Government Code § 27383.*

**NOTICE OF AFFORDABILITY RESTRICTIONS  
 ON TRANSFER OF PROPERTY**

*Important notice to owners, purchasers, tenants, lenders, brokers, escrow and title companies, and other persons, regarding affordable housing restrictions on the real property described in this Notice of Affordability Restrictions on Transfer of Property ("Notice"):* Restrictions have been recorded with respect to the property described below ("**Property**") which restrict the price and terms at which the Property may be sold or rented. These restrictions may limit the sales price or rents of the Property to an amount which is less than the fair market value of the Property. These restrictions also limit the income of persons and households who are permitted to purchase and rent the Property.

**Title of Document Containing Affordable Housing Restrictions:** Affordable Housing and Maintenance Covenant (referred to in this Notice as the "**Affordable Housing Restrictions**"). The Property is improved, including with a seventy-four (74) unit permanent rental residential housing complex comprised of twelve (12) one-bedroom units, twenty-six (26) two-bedroom units, thirty-two (32) three-bedroom units, and four (4) four-bedroom units together with common facilities on the Property. Forty-nine percent (49%) of those units shall be income restricted as follows: Nineteen (19) units shall be affordable to Extremely Low Income Households and seventeen (17) units shall be affordable to Very Low Income Households; each of those units is referred to herein as an "**Affordable Unit**" and collectively as the "**Affordable Units**".

**Parties to Affordable Housing Restrictions:** CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non-profit public benefit corporation ("**Developer**") and the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY ("**Agency**"). The CITY OF WINTERS ("**City**") is a third-party beneficiary of the Affordable Housing Restrictions.

**The Affordable Housing Restrictions are recorded (check one)**

- as Document No. \_\_\_\_\_, official records of \_\_\_\_\_ County, on \_\_\_\_\_; or
- concurrently with the Notice, official records of Yolo County.

**Legal Description of Property:** See Exhibit A, attached hereto and incorporated by reference.

**Street Address of Property:** \_\_\_\_\_, Winters, California, 94694

**Assessor's Parcel Number of Property:** APNs 003-360-051 and 003-360-181.

**Summary of Affordable Housing Restrictions (check as applicable):**

- The Affordable Housing Restrictions restrict the amount of rent which may be charged for the rental housing unit or units on the Property, as follows: The Affordable Units shall be rented an affordable rent level pursuant to California Health and Safety Code Section 50053, as amended, or any successor statute thereto.
- The Affordable Housing Restrictions restrict the sales price which may be charged for the sale of the ownership housing unit or units on the Property, as follows: In the event of a foreclosure on the Property, a portion of the proceeds generated thereby must be paid to Agency as set forth in the Deed of Trust (including Addendum to Deed of Trust) separately recorded against the Property.
- The Affordable Housing Restrictions restrict the income level of the tenant or buyer of the Property, as follows: Nineteen (19) of the Affordable Units shall be occupied by persons or households whose gross income is 30% or less of Area Median Income pursuant to California Health and Safety Code Section 50106, as amended, or any successor statute thereto (**Extremely Low Income Households**"), and seventeen (17) of the Affordable Units shall be occupied by persons or households whose gross income is 50% or less of Area Median Income pursuant to California Health and Safety Code Section 50105, as amended, or any successor statute thereto ("**Very Low Income Households**").
- Term of Restrictions: Fifty-five (55) years, commencing on \_\_\_\_\_ and terminating on \_\_\_\_\_. Each City and Agency (as applicable) may unilaterally release from the requirements of the Affordable Housing Restrictions those portions of the Property, which are dedicated, granted, transferred to, or otherwise acquired by, the Agency or City (as applicable) upon recordation of a notice specifying the scope of such release and identifying portions of the Property being so released.

The Notice does not contain a full description of the details of all of the terms and conditions of the Affordable Housing Restrictions. You will need to obtain and read the

Affordable Housing Restrictions to fully understand the restrictions and requirements which apply to the Property. In the event of any conflict between the terms of the Notice and the terms of the Affordable Housing Restrictions, the terms of the Affordable Housing Restrictions shall control.

The Notice is being recorded and filed in compliance with Health and Safety Code Section 33334.3(f)(3) and (4), and shall be indexed against the Agency and the current owner of the Property.

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR  
AFFORDABLE HOUSING, a California nonprofit  
public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY  
DEVELOPMENT AGENCY, a public body  
corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: Executive Director

**EXHIBIT A**  
**LEGAL DESCRIPTION**

*[To be inserted]*

ATTACHMENT NO. 5

AFFORDABLE HOUSING AND MAINTENANCE COVENANT

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

The document is exempt from the payment of a recording fee pursuant to Government Code § 27383.

AFFORDABLE HOUSING AND MAINTENANCE COVENANT

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non-profit public benefit corporation ("Developer"), and the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY ("Agency"), agree as follows with reference to the following facts:

- A. Developer owns that certain real property legally described on Exhibit A ("Property").
B. Agency is acting to carry out the obligations under the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000, et seq.) with respect to affordable housing has entered into that certain Owner Participation Agreement dated \_\_\_\_\_, with Developer including all Attachments as defined therein (collectively, "Agreement") with respect to the Project. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.
C. Developer has constructed or will construct certain Improvements (as defined in the Agreement) including a seventy-four (74) unit permanent rental residential housing complex comprised of twelve (12) one-bedroom units, twenty-six (26) two-bedroom units, thirty-two (32) three-bedroom units, and four (4) four-bedroom units, together with common facilities on the Property. Forty-nine percent (49%) of those units shall be income restricted as follows: Nineteen (19) units shall be affordable to Extremely Low Income Households and seventeen (17) units shall be affordable to Very Low Income Households.
D. "Project" means the Property and the Improvements to be constructed by Developer as set forth herein, including all or any portion(s), component(s) thereof, and interest(s) therein. The Project is not a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution, in that it is (a) privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of Section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities; and (b) not more than forty-nine percent (49%) of the Project's

dwellings, apartments, or other living accommodations may be occupied by persons of low income pursuant to the Agreement (including this Covenant).

E. Execution and recordation of the Affordable Housing and Maintenance Covenant ("**Covenant**") against the Project is a condition of City and Agency to approving the Agreement.

F. Developer and Agency agree that the Project shall be subject to the conditions and restrictions, and the rights of Agency under the Covenant, and Developer further agrees that it shall require Property Manager to comply with the Covenant.

1. USE OF THE PROPERTY. The foregoing recitals are incorporated by reference into the Covenant. In addition, Developer hereby covenants and agrees that during the term of the Covenant, Developer shall use the Project in compliance with all of the following.

A. Rent and Income Restrictions.

(1) Forty-nine percent (49%) of the Project Units shall be income restricted as follows: Nineteen (19) Project Units shall be affordable to Extremely Low Income Households and seventeen (17) Project Units shall be affordable to Very Low Income Households; each of those income-restricted Project Units is referred to herein as an "**Affordable Unit**" and collectively as the "**Affordable Units**". The specific type and location of the Affordable Units shall be subject to Agency's prior written approval, but shall be generally as reflected in the Proforma. If the number of Project Units is reduced, the number of Affordable Units pursuant to the Agreement (including the Covenant) would need to be reduced accordingly so that the Project does not constitute a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution; the nature of any such reduction shall be subject to Agency's written approval and may trigger a corresponding reduction in the Financial Assistance.

(2) The Affordable Units (other than legally-required manager's unit(s), if any) shall only be rented to Eligible Households, at rental rates no greater than that considered as affordable rent for Very Low Income Households or Extremely Low Income Households, as applicable to the Eligible Household, adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053, as amended, or any successor statute thereto ("**Affordable Rent**"). "**Area Median Income**" means the median household income (adjusted for family size appropriate to the unit) of the Metropolitan Statistical Area in which Yolo County is located, as established by California Health and Safety Code Section 50093, as amended or any successor statute thereto. "**Adjusted for family size appropriate to the unit**" shall have the meaning set forth in California Health and Safety Code Section 50053, as amended, or any successor statute thereto. To the extent other regulatory covenants are in effect with respect to the Project (in addition to the Covenant), the most stringent income and rent requirements shall control; to the extent permitted by Community Redevelopment Law, the income and rent requirements shall confirm with California Tax Credit Allocation Committee procedures.

(3) The determination of a status as an Eligible Household shall be made by Developer prior to initial occupancy of the Affordable Unit by such household.

(4) No less than one (1) person per bedroom shall be allowed. No more than one (1) person shall be permitted to occupy a studio Affordable Unit, no more than two (2) persons shall be permitted to occupy a one (1) bedroom Affordable Unit, no more than three (3) persons shall be permitted to occupy a two (2) bedroom Affordable Unit, no more than four (4) persons shall be permitted to occupy a three (3) bedroom Affordable Unit, and no more than five (5) persons shall be permitted to occupy a four (4) bedroom Affordable Unit. The parties to this agreement recognize exceptions to occupancy standards can and will be made when they are required by law or by funding sources, except to the extent such exceptions (a) are not in compliance with Applicable Laws, (b) would render the Project a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution, (c) Agency's or City's obligations or liabilities under the Agreement or the Covenant would be increased, or (d) Agency's or City's rights and remedies under the Agreement or the Covenant would be materially diminished or otherwise impaired.

(5) If the number of Project units is reduced, the number of Affordable Units pursuant to the Agreement (including this Covenant) would need to be reduced accordingly so that the Project does not constitute a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution; any such reduction shall be subject to Agency's written approval and may trigger a corresponding reduction in the Financial Assistance under the Agreement.

B. Marketing and Leasing Program; Management Plan.

(1) Developer shall enter into a separate professional services agreement with a property management company or other organization ("**Property Manager**") as acceptable to Agency in order to operate the Project (including leasing, property management, and maintenance and repair services as set forth in more detail in the Covenant) and ensure that Developer's obligations (under the Agreement, Performance Documents, Applicable Laws, and otherwise) with respect to the Project are satisfied ("**Management Agreement**"). Property Manager shall have at least five (5) years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other Applicable Laws applicable to such projects. Developer shall provide documentation to the Agency as is reasonably necessary to evaluate the proposed Property Manager's experience and qualifications. No Property Manager shall be hired, or Management Agreement signed, without Agency's prior approval thereof, which shall not be unreasonably withheld.

(2) Developer shall work, and shall ensure that Property Manager works, with Agency to design a marketing and leasing program, which program shall be subject to the approval of Agency prior to lease-up and related activities, including advertising. Developer shall comply, and shall ensure that Property Manager complies, to the extent permitted by law, with the provisions of such management plan in and proposed resident selection substantially similar to the criteria attached hereto as Exhibit B, in leasing the Affordable Units, including refusing to place a household on the list or remove such household from such list if the agent determines that such household has provided false information in its application, has a history of poor performance in meeting financial obligations, especially rent,

disturbance of neighbors, destruction of property, poor housekeeping habits such as damage to the unit or the existence of health and sanitation hazards, poor landlord references, history of criminal activity involving crimes of physical violence to persons or property, unlawful drug activity, or other acts which would adversely affect the health, safety or welfare of other residents, or has, in the five years preceding the application, been evicted by a court of law. Examples of poor financial performance shall include but not be limited to the existence of accounts sent to collection for non-payment, credit accounts of status "3" or more, unpaid judgments, repossessions, outstanding liens, bankruptcy, more than two late rent payments within 12 months (consideration will be given in instances where the tenant's rent was unusually high in proportion to household income) and where the total amount of outstanding credit payments plus the projected rent exceeds 60% of gross income. Developer may not use marital status in determining eligibility. A potential tenant refused a rental unit or a place on a waiting list shall be notified in writing stating the reasons for such determination and the procedure for appeal of such decision. To the extent permitted by law, such program shall give preference in renting the Affordable Units to Eligible Households whose members live or work in Winters. Property Manager or their respective agents may not use marital status in determining eligibility. A potential tenant refused a rental unit or a place on a waiting list shall be notified in writing stating the reasons for such determination and the procedure for appeal of the decision.

C. Reporting Requirements. Annual reports and annual income certifications or recertifications must be submitted to Agency in the format and containing the information of the Project Status report, attached hereto as Exhibit C, that Developer is required to submit to the California Tax Credit Allocation Committee; provided however that the Agency shall have the right to, from time to time during the term of the Covenant, request such additional or different information necessary to meet reporting requirements imposed on City or Agency by Community Redevelopment Law and other Applicable Laws. The annual reports and annual income certification shall be submitted to Agency on or before January 31<sup>st</sup> of each year or, provided Developer provides Agency with notice, such other date as Developer may be required to submit its required reports to the California Debt Limit Allocation Committee and/or the California Tax Credit Allocation Committee. In the event that Agency requests additional or different information, Developer shall promptly supply such information in the reports required hereunder. Developer shall maintain all necessary books and records, including property, personal and financial records, in accordance with requirements prescribed by Agency with respect to all matters covered by the Covenant. Developer, at such time and in such forms as Agency may require, shall furnish to Agency, statements, records, reports, data and information pertaining to matters covered by the Covenant. Upon request for examination by Agency, Developer, at any time during normal business hours, shall make available all of its records with respect to all matters covered by the Covenant. Developer shall permit Agency to audit, examine and make excerpts or transcripts from such records.

D. Marketing Reports. Within 10 business days of Agency's request, which shall be sent pursuant to Section 15 below, Developer shall deliver to Agency marketing and leasing information, schedules and reports for the Affordable Units in form and substance reasonably acceptable to Agency.

E. Taxes. Developer may apply for exemption from the payment of real or personal property taxes, including possessory interest taxes, on the Project. In the event

Developer (including its operators or lessees or its and their successors or assigns) or any of Developer Parties is granted any exemption from the payment of real or personal property taxes of any nature, Developer shall remit to each Agency and City a payment in lieu of taxes (in an amount to be negotiated with and satisfactory to City and Agency) to compensate Agency and City for a portion of the real and personal property tax levy that City and Agency would have received but for the exemption (individually and collectively, "**Annual Payment**"). The amount of such Annual Payment due to each Agency and City shall be memorialized in a separate agreement among Developer, Agency, and City, in form and content approved by Agency counsel and the City attorney ("**Annual Payment Agreement**"). The Annual Payment shall be payable on the date that the second installment of property taxes would otherwise have been due and payable. The Annual Payment shall be payable only out of and up to a maximum of fifty percent (50%) of residual receipts of the Project, after all mandatory debt service, operating expenses and fees have been paid; provided, however, that if all or any portion of any Annual Payment is not fully paid (regardless of whether not available from the fifty percent (50%) of residual receipts of the Project, or otherwise), any shortfall shall be carried forward and compounded, and shall become fully due and payable no later the date which is fifty-five (55) years following the date of recording of the Covenant or the Final Certificate of Completion, whichever occurs later. That portion of any Annual Payment which is not paid when due each year shall accrue interest at the lesser of ten percent (10%) per annum or the highest rate allowed by Applicable Laws. To the extent Developer fails to timely make any Annual Payment, or accrued interest thereon, City and/or Agency, in addition to their other rights and remedies, shall be entitled to record a lien upon the Project for the amount of such delinquent payment.

2. LIMITATIONS ON TRANSFER.

A. Consent Required.

(1) The qualifications and identity of Developer, of Partnership, and of Partnership's managing general partner and administrative general partner are of particular concern to Agency. It is because of the demonstrated qualifications and identity that Agency and City have each entered into the Covenant with Developer, and Developer expressly agrees to the following limitations on transfer. Neither Developer nor Partnership shall enter into any amendment to their respective operating agreements, partnership agreements, by-laws, or similar applicable documents without first submitting such to Agency's Executive Director, who shall have the right to reasonably disapprove any such amendment which would materially diminish or otherwise impair (i) the ability of Developer or Partnership to fulfill its duties and obligations under the Agreement and the Covenant, or (ii) Agency's or City's rights and remedies under the Agreement or the Covenant. Within twenty (20) days following receipt of the proposed amendment, Agency shall either approve or disapprove the requested amendment.

(2) Developer shall notify Agency of any proposed transfer, assignment or refinancing promptly upon commencement of negotiations in connection with such event. Agency's Executive Director shall approve or disapprove any requested transfer, assignment or refinancing within thirty (30) days after receipt of a written request for approval from Developer, together with such documentation as may be reasonably required by Agency's Executive Director. The documentation to be provided by Developer to Agency's Executive Director shall include all loan documents in connection with any proposed refinancing and all

documentation which Agency's Executive Director determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's/transferee's experience and qualifications. Agency's Executive Director shall not unreasonably withhold its approval of a transfer or assignment to a proposed transferee/assignee who in the reasonable opinion of Agency's Executive Director is financially capable and has the development qualifications and experience to perform the duties and obligations of Developer hereunder.

(3) Prior to any proposed assignment being considered for approval by Agency's Executive Director, Developer shall deliver to Agency's Executive Director the form of a proposed written assignment and assumption agreement in which the assignee would expressly agree to assume all rights and obligations of Developer under the Agreement which arise after the effective date of the assignment, and in which the assignee would agree to assume, or Developer would expressly remain responsible for, all performance of Developer which arose prior to the effective date of the assignment. The assignment and assumption agreement shall be in a form reasonably acceptable to Agency's legal counsel. No later than the date the assignment becomes effective, Developer shall deliver to Agency a fully executed counterpart of the assignment and assumption agreement.

B. Conditions Precedent to Transfer. Developer shall not assign or transfer the Agreement or the Project (including any portion(s) thereof, component(s) thereof, interest(s) therein, or right(s) thereunder) without the prior written approval of Agency's Executive Director, which approval shall not be unreasonably withheld or delayed, and shall be granted upon each Agency's and City's receipt of evidence acceptable to them that all of the following conditions have been satisfied:

(1) Neither Developer nor its successors or assigns (including Partnership) shall be in Default under the Covenant or Agreement or otherwise in violation of the Covenant, or the purchaser or assignee agrees to undertake to cure any such Defaults and violations to the reasonable satisfaction of each City and Agency.

(2) The continued operation of the Project shall comply with the provisions of the Agreement and the Covenant.

(3) Either (i) the purchaser or assignee or its property manager has at least five (5) years' experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other Applicable Laws applicable to such projects, or (ii) the purchaser or assignee agrees to retain a property management firm with the experience and record described in subclause (i) above, or (iii) Developer or its management company will continue to manage the Project for at least one year following such transfer and during such period will provide training to the transferee and its manager in the responsibilities relating to the Affordable Units.

(4) The person or entity which is to acquire the Project does not have pending against it, and does not have a history of, significant and material building code violations or complaints concerning the maintenance, upkeep, operation and regulatory

agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies.

(5) The proposed purchaser or assignee enters into a written assignment and assumption agreement in form and content reasonably satisfactory to Agency's legal counsel (including assumption of all waivers, indemnities, and releases set forth in the Agreement), and, if requested by Agency, an opinion of such purchaser or assignee's counsel to the effect that the Agreement and the Covenant are valid, binding and enforceable obligations of such purchaser or assignee, subject to bankruptcy and other standard limitations affecting creditor's rights. Upon such an approved transfer, Developer shall be released of all of its obligations under the Performance Documents arising from and after the date of such approved transfer.

C. Pre-Approved Transfers. Notwithstanding any other provision of the Covenant or Agreement to the contrary, Agency approval of a transfer or assignment of the Covenant, the Agreement, or the Project shall not be required in connection with any of the transfers listed below, provided, however, that the provisions of Section B.(5), above, must be fulfilled to Agency's reasonable satisfaction. In the event of an assignment or transfer by Developer not requiring Agency's prior approval, Developer nevertheless agrees that it shall give at least fifteen (15) days' prior written notice to Agency of such assignment or transfer. In addition, Agency shall be entitled to review such documentation as may be reasonably required by Agency's Executive Director for the purpose of determining compliance of such assignment or transfer with the requirements of this Section.

(1) Subject to Developer submitting the assignment and assumption agreement referred to above and the approval of such agreement by Agency, which approval shall not be unreasonably withheld, any transfer or assignment of the Project or any interest therein to an entity or entities in which Developer, retains more than 50% in the aggregate, directly or indirectly, of the ownership or beneficial interest and retains full management and control of the transferee entity or entities, either directly or indirectly through another entity, subject only to certain major events requiring the consent or approval of the other owners of such entity ("**Affiliate**" or "**Affiliate of Developer**"). The term "**control**" as used herein shall mean the ability to direct the operation and management of such corporation, partnership, limited liability or other entity. Partnership shall be considered an Affiliate to the extent it meets the foregoing criteria.

(2) Transfers resulting from the death or mental or physical incapacity of any member or partner of Developer.

(3) The granting of temporary or permanent easements or permits to facilitate development of the Project.

(4) Any assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to the Agreement), including the documents securing the Developer Financing.

(5) Any transfer by foreclosure or deed in lieu of foreclosure under approved financing or transfers by a lender as described above subsequent to foreclosure or deed in lieu of foreclosure (subject to the requirements of this Covenant and the Agreement).

(6) The transfer of any stock, partnership interest, membership or other beneficial interest of Developer provided such transfer does not cause a material change in the rights to manage and control Developer.

(7) The transfer of any stock, partnership interest, membership or other beneficial interest in any non-managing member or limited partner of Developer or any direct or indirect beneficial owner of any non-managing member or limited partner of Developer.

(8) The admission of any new non-managing member or limited partner to Developer.

(9) The admission of any new co-managing member or limited partner to Developer, so long as the initial managing member limited partner or an Affiliate of Developer remains a co-managing member of Developer and maintains control over the operation and management of Developer.

(10) The transfer of any managing member interest, non-managing member interest, general partner or limited partner interest in Developer to an Affiliate of Developer so long as the initial managing member or general partner (as applicable) or Affiliate of Developer remains a managing or co-managing member or general partner (as applicable) of Developer and maintains control over the operation and management of Developer.

(11) The rental, in the ordinary course of business of the Affordable Units in accordance with the terms of the Covenant.

(12) The transfer of the Project to a limited partnership in which Developer or its wholly-controlled Affiliate is the sole general partner, and any transfer of the Project back to Developer or its Affiliate at the end of the 15-year Tax Credit compliance period.

(13) The transfer of any limited partnership interests in Developer.

(14) The removal of the general partner of Developer, provided that any successor general partner has been approved by Agency in its reasonable discretion.

D. Nothing in the Agreement or the Covenant shall prohibit (i) sale or transfer of all or any portion of the Project through foreclosure of a mortgage or deed of trust permitted pursuant to the Agreement, (ii) transfer to the holder of such permitted mortgage or deed of trust by deed in lieu of foreclosure or (iii) transfer of the Project by any such holder subsequent to acquisition by foreclosure or deed in lieu, so long as such transfer complies with the Agreement and the Covenant. Agency shall not be obligated to pay Financial Assistance to any transferee of the Project after foreclosure or transfer in lieu of foreclosure unless such transferee assumes all of Developer's obligations under the Agreement and the Covenant (excluding repayment of any portion of the Financial Assistance not actually disbursed to such transferee).

3. NON DISCRIMINATION.

A. Developer covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed.

B. All deeds, leases or contracts made relative to the Project shall contain or be subject to substantially the following nondiscrimination clauses:

(1) In deeds the following language shall appear: "The grantee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through them, that there will be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the premises herein conveyed, nor shall the grantee or any person claiming under or through him or her, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the premises herein conveyed. The foregoing covenants shall run with the land."

(2) In leases the following language shall appear: "The lessee herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and the lease is made and accepted upon and subject to the following conditions: That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, sublessees, subtenants, or vendees in the premises herein leased."

C. All deeds, leases or contracts made relative to the Project, shall contain or be subject to substantially the nondiscrimination clauses as set forth in California Health and Safety Code Section 33436, as amended, and successor statutes thereto, provided, however, the provision shall not prevent Developer from establishing preferences in accordance with all

applicable fair housing laws. The provisions of this Section 3 shall run with the land and shall be contained in each subsequent grant deed conveying title to the Project to any subsequent owner.

4. MAINTENANCE AND MANAGEMENT. Developer shall maintain the Project (such maintenance to include buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Project and any and all other improvements on the Property and in the public right-of-way to the nearest curblines(s) abutting the Property) in accordance with the maintenance standards (as hereinafter defined). To accomplish the maintenance, Developer shall either staff or contract with and hire licensed and qualified personnel to perform the maintenance work, including the provision of labor, equipment, materials, support facilities, and any and all other items necessary to comply with the requirements of the covenant. The maintenance covenants and obligations set forth in this Section 4 shall remain in effect for the period of time specified in Section 7, below.

A. The following standards (collectively, "**Maintenance Standards**") shall be complied with by Developer and its maintenance staff, contractors and subcontractors:

(1) Landscape maintenance shall include: watering/irrigation; fertilization; mowing; edging; trimming of grass; tree and shrub pruning; trimming and shaping of trees and shrubs to maintain a healthy, natural appearance, safe road conditions and visibility, and irrigation coverage; replacement, as needed, of all plant materials; control of weeds in all planters, shrubs, lawns, ground covers, or other planted areas; and staking for support of trees.

(2) Clean-up maintenance shall include: maintenance of all sidewalks, paths and other paved areas in clean and weed-free condition; maintenance of all such areas clear of dirt, mud, trash, debris or other matter which is unsafe or unsightly; removal of all trash, litter and other debris from improvements and landscaping prior to mowing; clearance and cleaning of all areas maintained prior to the end of the day on which the maintenance operations are performed to ensure that all cuttings, weeds, leaves and other debris are properly disposed of by maintenance workers.

(3) All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.

(4) Any and all chemicals, unhealthful substances, and pesticides used in and during maintenance shall be applied in strict accordance with all Applicable Laws. Precautionary measures shall be employed recognizing that all areas are open to public access.

(5) The Project shall be maintained in conformance with the Agreement and the Covenant and in accordance with the custom and practice generally applicable to comparable multi-family residential projects located within Yolo County, California. Public right-of-way improvements to the curblines(s) on and abutting the Property shall be maintained as required by the Subsection 4.A in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Winters.

B. If Developer does not maintain the Improvements and all other private and public improvements (if any) on the Property to the curblines(s) on and abutting the Property in

the manner set forth herein and in accordance with the Maintenance Standards, Agency and/or City shall have the right to maintain such private and/or public improvements, or to contract for the correction of such deficiencies, after written notice to Developer. However, prior to taking any such action, Agency agrees to notify Developer in writing if the condition of said improvements does not conform to the Maintenance Standards and to specify the deficiencies and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any maintenance deficiency, Developer shall have 30 days within which to correct, remedy or cure the deficiency. If the written notification states that the problem is urgent and relates to the public health and safety, then Developer shall have 24 hours to rectify the problem. In the event Developer fails to correct, remedy, or cure or has not commenced correcting, remedying or curing such maintenance deficiency after notification and after expiration of any applicable cure periods, including the notice and cure provisions for any holder of record of any mortgage or deed of trust pursuant to Agreement Section 213, then City and/or Agency shall have the right to maintain such improvements. Developer agrees to pay Agency upon demand all charges and costs incurred by Agency or City for such maintenance. Until so paid, Agency shall have a lien on the Project for the amount of such charges or costs, which lien shall be perfected by the recordation of a "**Notice of Claim of Lien**" against the Project. Any lien in favor of Agency created or claimed under this Section 4.B is expressly made subject and subordinate to any mortgage or deed of trust made in good faith and for value, recorded as of the date of the recordation of the Notice of Claim of Lien, and no such lien shall in any way defeat, invalidate, or impair the obligation or priority of any such mortgage or deed of trust, unless the mortgagee or beneficiary thereunder expressly subordinates his interest, of record, to such lien. Developer acknowledges and agrees that City and Agency may also pursue any and all other remedies available in law or equity in the event of a breach of the maintenance obligations and covenants set forth herein, subject to the limitations set forth in Agreement Section 600 and Section 9, below.

5. **REPLACEMENT RESERVE REQUIREMENT.** Developer covenants and agrees that in each operating year, Developer shall deposit not less than three hundred dollars (\$300.00) per residential unit into a special capital replacement and repair reserve account required by the senior lender. The capital replacement reserve account shall be used exclusively for payment of project capital replacement expenses to the extent provided in the agreement(s) with the senior lender governing such reserves.

6. **NO IMPAIRMENT OF LIEN.** No violation or breach of the covenants, conditions, restrictions, provisions or limitations contained in the Covenant shall defeat or render invalid or in any way impair the lien or charge of any mortgage, deed of trust or other financing or security instrument; provided, however, that any successor in interest to the Project shall be bound by such covenants, conditions, restrictions, limitations and provisions, whether such successor's title was acquired by foreclosure, deed in lieu of foreclosure, trustee's sale or otherwise.

7. **DURATION.** The covenants and restrictions set forth in Sections 1, 2, 4, and 5 shall remain in effect until the date which is fifty-five (55) years following the date of recording of the Covenant or the Final Certificate of Completion, whichever occurs later. The non-discrimination covenants set forth in Section 3 shall remain in effect in perpetuity.

8. UNILATERAL RELEASE AS TO AGENCY PROPERTY OR CITY PROPERTY. Notwithstanding anything in the Agreement (including any of the Attachments or this Covenant) to the contrary, each City and Agency (as applicable) may unilaterally release from the requirements of the Agreement (including the Performance Deed of Trust, the Memorandum, the Notice of Affordability Restrictions on Transfer of Property, and/or this Covenant, as applicable) those portions of the Property, Improvements, or Project which are dedicated, granted, transferred to, or otherwise acquired by, the Agency or City (as applicable) upon recordation of a notice specifying the scope of such release and identifying portions of the Property, Improvements, and/or Project being so released.

9. SUCCESSORS AND ASSIGNS. The provisions of and covenants contained in the Covenant shall inure to the benefit of Agency and its successors and assigns and shall be binding upon Developer and any successor in interest to the Project. The covenants shall run in favor of Agency and City and its and their successors and assigns for the entire period during which such covenants shall be in force and effect, without regard to whether Agency or City are owners of any land or interest therein to which such covenants relate. Agency, City, and its and their successors and assigns, in the event of any breach of any such covenants, or breach of any of Developer's obligations under the Agreement and the Covenant, shall have the right to exercise all of the rights and remedies and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach.

10. DEFAULT.

A. Any failure by Developer to perform any term or provision of this Covenant shall constitute a "**Default**" under this Covenant (1) if Developer does not cure such failure within thirty (30) days following written notice of default from Agency, including notice and opportunity to cure pursuant to Section 213.3 of the Agreement or (2) if such failure is not of a nature which can be cured within such thirty (30) day period, Developer does not within such thirty (30) day period commence substantial efforts to cure such failure, or thereafter does not within a reasonable time prosecute to completion with diligence and continuity the curing of such failure. Any failure by Developer to perform any term or provision of the balance of the Performance Documents shall also constitute a "**Default**" under this Covenant subject to any applicable notice requirements or cure periods provided in the applicable Performance Documents.

B. Any notice of default given under this Covenant shall identify the nature of the failure in performance which Agency claims constitutes the Default and the manner in which such Default may be satisfactorily cured in accordance with the terms and conditions of the Covenant. During the time periods herein specified for cure of a failure to perform, including the opportunities to cure for any senior lender, Developer shall not be considered to be in Default of the Covenant for any purposes.

C. Any failure or delay by Agency or City in asserting any of its rights or remedies, including specific performance, as to any Default shall not operate as a waiver of any Default or of any such rights or remedies or deprive Agency of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

11. ESTOPPEL CERTIFICATE. Either party may, at any time, and from time to time, deliver written notice to the other party requesting such party to certify in writing that, to the current, actual knowledge of the certifying party, (a) the Covenant is in full force and effect and a binding obligation of the parties; (b) the Covenant has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) the requesting party is not in Default in the performance of its obligations under the Covenant, or if in Default, to describe therein the nature and extent of any such defaults. The party receiving a request hereunder shall execute and return a certificate in reasonable form, or give a written, detailed response explaining why it will not do so, within forty-five (45) days following the receipt of the request. The Executive Director shall be authorized to execute any certificate requested by Developer hereunder. Developer and Agency acknowledge that a certificate hereunder may be relied upon by those tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees identified therein. The request shall clearly indicate that failure of the receiving party to respond within such forty-five (45) day period will lead to a second and final request and failure to respond to the second and final request within fifteen (15) days of receipt thereof shall be deemed approval of the estoppel certificate. Failure of Developer to execute an estoppel certificate shall not be deemed a default, provided that in the event Developer does not respond within the required forty-five (45) day period, Agency may send a second and final request to Developer and failure of Developer to respond within fifteen (15) days from receipt thereof (but only if Agency's request contains a clear statement that failure of Developer to respond within the fifteen (15) day period shall constitute an approval) shall be deemed approval by Developer of the estoppel certificate and may be relied upon as such by Agency, tenants, transferees, investors, bond counsel, underwriters and bond holders. Failure of Agency to execute an estoppel certificate shall not be deemed a default, provided that in the event Agency fails to respond within the required forty-five (45) day period, Developer may send a second and final request to Agency, and failure of Agency to respond within fifteen (15) days from receipt thereof (but only if Developer's request contains a clear statement that failure of Agency to respond within the fifteen (15) day period shall constitute an approval) shall be deemed disapproval by Agency of the estoppel certificate, which estoppel certificate may not be relied upon as such by Developer, tenants, transferees, investors, partners, bond counsel, underwriters, bond holders and Mortgagees identified therein.

12. INDEMNIFICATION LIMITATION FOR APPROVED LENDERS. Inasmuch as the covenants, reservations and restrictions of the Agreement and the Covenant run with the land, the indemnification obligations of Developer contained in the Agreement and the Covenant will be deemed applicable to any successor in interest to Developer, but, it is acknowledged and agreed, notwithstanding any other provision of the Agreement and the Covenant to the contrary, that neither an Approved Lender nor its successors in interest will assume or take subject to any liability for the indemnification obligations of Developer for acts or omissions of Developer occurring prior to transfer of title to any Approved Lender whether by foreclosure, deed in lieu of foreclosure or comparable conversion; Developer at the time of the act or omission shall remain liable under the indemnification provisions for its acts or omissions occurring prior to any transfer of title to an Approved Lender whether by foreclosure, deed in lieu of foreclosure or comparable conversion. Each Approved Lender shall indemnify Agency (and/or City, as applicable) following its acquisition of the Project by foreclosure, deed in lieu of foreclosure or comparable conversion during, and only during, any ensuing period that such Approved Lender owns and operates the Project, provided that the liability of any Approved Lender shall be

strictly limited to its acts and omissions occurring during the period of its ownership and operation of the Project.

13. SUCCESSORS AND ASSIGNS. The covenants contained in the Covenant shall be binding for the benefit of Agency and its respective successors and assigns and any successor in interest to the Project, and such covenants shall run in favor of Agency and such aforementioned parties for the entire period during which such covenants shall be in force and effect, without regard to whether Agency is or remains an owner of any land or interest therein to which such covenants relate. Agency, and such aforementioned parties, in the event of any breach of any such covenants, shall have the right to exercise all of the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach. The covenants contained in the Covenant shall be for the benefit of and shall be enforceable only by Agency, and its respective successors and such aforementioned parties.

14. CONVERSION TO FOR SALE PROJECT. If, following the date of the Covenant, Developer desires to operate the Project, or any part thereof, as a "for-sale" rather than a "rental" project, Developer may request that Agency consider amending the Covenant to address the requirements applicable to for-sale affordable units. Agency may consider, not consider, approve, or disapprove such request in its sole and absolute discretion, and the parties hereby acknowledge and agree that Agency is under no obligation to modify or amend the Covenant to accommodate any conversion of the Project to a for-sale project. Should Agency opt to do so, it will require such amendment and modification to comply with all Applicable Laws, and ensure that the Covenant remains enforceable against purchasers and superior to any liens or encumbrances.

15. NOTICES, DEMANDS AND COMMUNICATIONS BETWEEN THE PARTIES. Any approval, disapproval, demand, document or other notice to be provided under this Covenant shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; (c) by a nationally recognized overnight courier service and marked for next day business delivery; or (d) sent by facsimile (immediately followed by one of the preceding methods). All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received (a) immediately if delivered by personal deliver as provided hereinabove; (b) on the third (3<sup>rd</sup>) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; (c) upon receipt of verification of transmission if sent via facsimile provided a copy is sent the same day as provided hereinabove, and (d) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To Agency: City of Winters Community Development Agency  
318 First Street  
Winters CA 95694  
Attention: Executive Director  
Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

With a copy to: McDonough Holland & Allen PC  
1901 Harrison Street, 9th Floor  
Oakland, CA 94612  
Attention: Susanne Meyer Brown, Esq.  
Telephone: (510) 273-8780  
Facsimile: (510) 839-9104

To City: City of Winters  
318 First Street  
Winters CA 95694  
Attention: City Manager  
Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

With a copy to: Meyers, Nave, Riback, Silver & Wilson  
555 Capitol Mall, Suite 1200  
Sacramento, CA 95814  
Attention: Steven P. Rudolph, Esq.  
Telephone: (916) 556-1531  
Facsimile: (916) 556-1516

To Developer Central Valley Coalition for Affordable Housing  
3351 M Street, Suite 100  
Merced, CA 95348  
Telephone: (209) 388-0782  
Facsimile: (209) 385-3770

With a copy to: Winters Pacific Associates  
430 E. State Street, Ste. 100  
Eagle, ID 83616  
Telephone: (208) 461-0022 ext. 3033  
Facsimile: (208) 461-3267

16. ATTORNEYS' FEES. In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in said action or proceeding.

17. CITY AS THIRD PARTY BENEFICIARY. Developer agrees and acknowledges that City and its officers, officials, employees, volunteers, agents, and representatives is a third-party beneficiary of this Covenant, including with respect to the releases and indemnities contained in this Covenant.

18. MISCELLANEOUS. Each party agrees to cooperate with the other in the transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of the Covenant including releases or additional agreements. The Covenant may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. The words "**include**" and "**including**" shall be construed as if followed by the words "**without limitation.**" All exhibits and attachments hereto are incorporated by reference as though fully restated herein. The Covenant shall be interpreted as though prepared jointly by both parties. The Covenant shall be construed in accordance with and be governed by the laws of the State of California. If any provision of the Covenant shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby. Capitalized terms not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement. All waivers by and indemnity obligations of Developer contained in the Covenant shall survive the expiration or other termination of the Covenant. All indemnity obligations contained in the Covenant expressly exclude Claims to the extent caused by City's or Agency's sole or active negligence or willful misconduct. "Claims" means, collectively, any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs). A waiver by either party of a breach of any of the covenants, conditions or agreements hereunder to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof. No waiver by City or Agency of any of the condition hereof shall be effective unless in a writing expressly identifying the scope of the waiver and signed by the waiving entity. Any alteration, change or modification of or to the Covenant, in order to become effective, shall be made in writing and in each instance signed on behalf of each party hereto. "**Applicable Laws**" means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of California, the County of Yolo, City of Winters, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Agency, City, Developer, or the Project, including all applicable California Public Contracts Code requirements, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City of Winters Municipal Code, Relocation Requirements, Prevailing Wage Laws, Environmental Laws, all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and any amendments of or successors to any of the foregoing.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, Agency, City and Developer have caused the Covenant to be executed on their behalf by their respective officers thereunto duly authorized.

Dated for reference purposes only as of \_\_\_\_\_, 20\_\_.

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California nonprofit public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: Executive Director

*[Signatures Continue on Following Page]*

As to Sections 1.E (Taxes) and 17 (City as "CITY"  
Third Party Beneficiary):

CITY OF WINTERS, a California municipal  
corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**EXHIBIT A**  
**LEGAL DESCRIPTION OF PROPERTY**

## EXHIBIT B

### RESIDENT SELECTION AND PROTOCOL CRITERIA

#### GENERAL

Applicants **may not qualify** to rent an Affordable Unit if they do not meet the criteria listed below. Lack of supporting documentation or cooperation during the screening process is also grounds for disqualification. All of the following criteria, including circumstances that occur outside of the applicant's control, will be considered; all references to Property Manager include its staff, employees, independent contractors, and volunteers.

1. Total Household Income. Total household income must be at or below the Area Median Income of the unit for which the applicant is applying.
2. Credit Report: If the credit report reflects more than five negative accounts, applicants may be disqualified. All collection accounts must be addressed by the applicant with proof of payment or payment schedule. Proof of payment of outstanding utility accounts must be submitted prior to approval of the household. Outstanding collection accounts for medical treatment and home foreclosures may be excluded.
3. Eviction: If any applicant has been lawfully evicted within the last five (5) years.
4. Criminal History: *See Criminal Background Policy, below.*
5. Rental History: Negative rental history verifications received from previous landlord(s) within the last five years that indicate non-payment of rent, property damage including creating fire hazards, moving in persons that are not on the lease agreement, tenant eviction, vandalism/or damage to unit and/or common areas, interference with the rights and quiet enjoyment of others.
6. Comply: Failure to provide the appropriate information to qualify individual/family for an affordable housing unit, failure to reasonably cooperate with Property Manager.
7. Behavior: Any applicant who acts aggressively towards Property Manager appears to be impaired by alcohol or drugs, uses obscene or otherwise offensive language, or makes derogatory remarks toward Property Manager may be disqualified.
8. Local Preferences. To the extent permitted by law, preference in renting the Affordable Units shall be given to Eligible Households whose members live or work in Winters.

#### CRIMINAL BACKGROUND POLICY

As a part of the final eligibility determination, Property Manager will screen each adult applicant to assess suitability for housing. It is the policy of Property Manager to deny admission to applicants whose habits and practices may reasonably be expected to have a detrimental effect on the operations of the Project or on the quality of life for its residents or the community. However, no application will be denied without Property Manager's prior review thereof.

Factors to be considered in the screening process include a history of violent or criminal behavior towards people or property and drug related activities, (excluding past drug addictions), criminal gang related activities, physical assault and/or harm to person(s), property destruction, and ANY sexual related offense to another person(s). Property Manager may also take into consideration misdemeanor offenses that show a pattern of repeated, unlawful behavior that may have a detrimental effect on the Project, as previously stated.

***EQUAL OPPORTUNITY REQUIREMENTS***

Property Manager shall comply, and shall ensure that its staff complies with, Affirmative Fair Housing Marketing procedures, Fair Housing laws, and other Applicable Laws.

***APPLICANTS REJECTED***

Applicants may be rejected at any time during the screening process if the criteria listed in the herein are not met.

**EXHIBIT C**

**PROJECT STATUS REPORT**

*[To be inserted]*

*[Attach form of project Status report that Developer is required  
to submit to the California Tax Credit Allocation Committee]*

## ATTACHMENT NO. 6

### ADDENDUM TO PERFORMANCE DEED OF TRUST

The Addendum to Performance Deed of Trust is part of the Performance Deed of Trust dated \_\_\_\_\_ to which it is attached between CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California nonprofit public benefit corporation, as Trustor, and the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic, as Beneficiary. Trustor is alternatively referred to as "**Developer**" and Beneficiary is alternatively referred to as "**Agency**" herein. The foregoing, and the following, provisions are made a part of the Performance Deed of Trust:

1. No Discrimination.

a. Trustor covenants by and for itself and any successors in interest that there shall be no discrimination against or segregation of, any person or group of persons on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Project nor shall the grantee or any person claiming under or through him, her or it, establish or permit any practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of tenants, lessees, subtenants, sublessees, or vendees in the Project.

b. All deeds, leases or contracts made relative to the Project shall contain or be subject to, the nondiscrimination clauses set forth in California Health and Safety Code Section 33436.

2. Default; Agency Right to Cure.

a. Default. Notwithstanding any other provisions in the Performance Documents (as those terms are defined below) to the contrary, the occurrence of any of the following shall constitute a "**Default**" under the Performance Deed of Trust, and a Default may be declared under the Performance Deed of Trust solely upon the occurrence of any of the following: (i) any default by Trustor under any of the Performance Documents (defined below), subject to any applicable notice requirements or cure periods provided therein; or (ii) if Trustor assigns or assigns or delegates any of Trustor's rights or obligations under the Performance Documents except as expressly permitted therein. Upon a Default hereunder, Beneficiary may, at its option, declare that all of Developer's obligations under the Performance Documents are to be immediately performed; Beneficiary may also elect to may exercise any right or remedy which it has under any of the Performance Documents or which is otherwise available at law or in equity or by statute, and all of Beneficiary's rights and remedies shall be cumulative.

b. Secured Documents. A party claiming a Default under any of the Performance Documents shall give written notice to the other party identifying the Default complained of, to the extent required therein. Trustor's obligations under the Performance Documents are secured by the Performance Deed of Trust. "**Performance Documents**" means this Agreement, the Memorandum, the Covenant, the Performance Deed of Trust, and all other

agreements contemplated therein or evidencing or securing the Affordability Restrictions. "Affordability Restrictions" means those affordability restrictions as set forth in the Agreement and in the Covenant. Notwithstanding the foregoing, the term "Performance Documents" expressly excludes the Annual Payment Agreement, the Notice of Affordability Restrictions on Transfer of Property, any conditions of approval (including the Public Improvements Agreement and any other agreements implementing or related to any conditions of approval), and any other agreements between or among Developer, any Developer Parties, and City.

c. Right of Beneficiary to Cure Prior Deeds of Trust or Other Security Interest Default. In the event of a default or breach by Trustor of a mortgage, deed of trust or other security interest with respect to the Project, Beneficiary may cure the default prior to completion of any foreclosure. In such event, Beneficiary shall be entitled to reimbursement from the Trustor of all costs and expenses incurred by the Beneficiary in curing the default secured by a lien upon the Project to the extent of such costs and disbursements.

3. Subordination.

a. Conditions to Subordination.

(i) Agency Consideration of Subordination. Agency and City, as applicable, shall consider subordination of the Performance Documents if required by Approved Lenders extending Developer Financing or under an Extended Use Agreement, subject to requirements set forth herein and otherwise in the Performance Documents, as applicable, upon written request by Developer, and upon terms and conditions reasonably approved by Agency and/or City, as applicable. Determinations regarding subordination of the Performance Documents or Affordability Restrictions shall be made by the Agency Board; such authority is not delegated to Agency's Executive Director hereunder or under the Agreement.

(ii) Pre-Conditions to Subordination. Any subordination of the Affordability Restrictions shall be in accordance with Community Redevelopment Law, including to the requirements of California Health and Safety Code Section 33334.14. In addition, as a precondition to any subordination of any or all of the Performance Documents, each senior lender shall include in its subordination agreement and deed of trust conditions substantially similar to the following conditions: (i) Agency shall receive any notices of default issued by such lender to Developer; (ii) Agency shall have the right to cure any default by Developer within forty-five (45) days after a notice of default; (iii) if Agency takes title to the Project and offers to assume the obligations of Developer under the senior loan documents, the senior lender shall apply its normal underwriting process to evaluation of the proposed assumption and if, following the conclusion of such underwriting process, such senior lender accepts Agency as a successor to Developer as obligor under the senior loan document, then such senior lender shall not exercise its rights to accelerate its loan by reason of transfer to Agency of title to the Project, or any portion thereof; and (iv) Agency shall have the right to transfer the Project to a nonprofit corporation.

(iii) Agency Right to Approve. Agency shall have the right to review and approve the terms and conditions of any senior financing and subordination agreements, which approval shall not be unreasonably withheld. Agency shall have the right to record a

request that Agency receive notice of any default by Developer under any liens or agreements superior to any of the Performance Documents. In no event shall Agency have any obligation to subordinate any of the Performance Documents other than to an Approved Lender.

(iv) Implementation. To implement any such subordination, Agency agrees to cooperate with Developer and execute such subordination agreements and/or intercreditor agreements that may be reasonably required, in form and content approved by Agency counsel. Notwithstanding anything to the contrary in this Agreement, or in any subordination or intercreditor agreement, the terms and conditions of the Performance Documents shall remain in lien position no lower in priority than third position and only the modifications thereof agreed to by Agency in writing can be construed to be junior obligations, liens or encumbrances.

(v) Definitions. Governmental Financing, Construction Financing, and Permanent Financing are collectively referred to herein as "**Developer Financing.**" "**Governmental Financing**" means, individually and collectively, one or more loans or grants in the form of governmental or quasi-governmental sources, which may or may not include HUD Section 202 financing, federal and state low income housing tax credits as governed by Section 42 of the Internal Revenue Code (each, a "**Tax Credit**"), State of California's Department of Housing & Community Development, and/or USDA financing and extended by one or more Approved Lenders; see also Agreement Section 208.2 regarding Prevailing Wage Laws. "**Construction Financing**" means construction financing extended by one or more Approved Lenders. "**Permanent Financing**" means permanent financing extended by one or more Approved Lenders. Agency shall have the right to review and reasonably approve or disapprove the terms and conditions of any Developer Financing. "**Extended Use Agreement**" means any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) recorded against the Project. An "**Approved Lender**" is a reputable financial institution or similar lender approved by Agency in writing in Agency's reasonable discretion.

b. Subordination of Covenant and Performance Documents.

(i) To Extended Use Agreements. Agency shall consider subordination the Performance Documents to those Extended Use Agreements recorded against the Project; provided, however, that any such Extended Use Agreement, by its terms, must terminate upon foreclosure under the Performance Deed of Trust or upon a transfer of the Project by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code and all California State and Federal Regulations promulgated under Section 42 of the Internal Revenue Code or legislation or regulations thereunder, subject to all limitations upon evictions, terminations of tenancies and increases in gross rents of tenants of low-income units as and including provided in Section 42(h)(6)(E) of the Internal Revenue Code.

(ii) To Governmental Financing. Agency shall consider subordinating the Performance Documents to the Governmental Financing in accordance with Community Redevelopment Law.

(iii) To Construction Financing. Agency shall consider subordinating the Performance Documents to the Construction Financing in accordance with Community Redevelopment Law.

(iv) To Permanent Financing. Agency shall consider subordinating the Performance Documents to the Permanent Financing in accordance with Community Redevelopment Law.

4. Nonrecourse. The obligations of the Trustor hereunder shall be without recourse to any partner, member, officer, employee, agent or manager of the Trustor, and no partner, member, officer, employee, agent or manager of the Trustor shall be personally liable for the payment of any obligation of the Trustor hereunder. In the event any legal actions or proceedings are brought in respect of such obligations, any judgment against the Trustor shall be enforced only against the assets of the Trustor and not against any property of any partner, member, officer, employee, agent or manager of the Trustor.

5. Distribution of Foreclosure Proceeds. The proceeds generated by any Foreclosure (defined below) of the Project or any portion thereof ("**Proceeds**") shall be distributed as follows: (a) first, all senior liens and encumbrances on the Project shall be fully paid from the Proceeds; (b) second, Agency shall be paid the difference between the appraised value of the completed Project (or applicable portion thereof) as restricted by the Affordability Restrictions ("**Restricted Value**") and the Proceeds ("**Differential**"); (c) third, any remaining Proceeds shall be distributed in accordance with California Civil Code Section 2924k(3). The Differential shall be deposited in Agency's housing trust fund. Developer expressly acknowledges and agrees that each of this Agreement and the Performance Deed of Trust constitutes a lien against the Project and the Differential, including in accordance with California Civil Code Section 2872 and 2924 to 2924h, inclusive ("**Differential Lien**"). In the event of a Foreclosure, for purposes of distribution of the Differential only, the Differential Lien shall be considered a junior lien or encumbrance within the meaning of California Civil Code Section 2924k(3). Developer hereby irrevocably instructs any holder of the Differential or similar proceeds generated by a Foreclosure to immediately disburse the Differential to Agency, and agrees to defend, indemnify and hold Agency and such holder harmless from any and all claims related to such distribution. As used herein, "**Foreclosure**" means any judicial or non-judicial foreclosure, trustee's sale, deed-in-lieu transfer, short sale, or similar transaction.

6. Miscellaneous. Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Owner Participation Agreement by and between the Developer and Agency dated \_\_\_\_\_, 20\_\_ including all Attachments as defined therein (collectively, "**Agreement**"). The words "**include**" and "**including**" shall be construed as if followed by the words "**without limitation.**"

*[Signatures on Following Page]*

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR  
AFFORDABLE HOUSING, a California nonprofit  
public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY  
DEVELOPMENT AGENCY, a public body  
corporate and politic

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency General Counsel

**ATTACHMENT NO. 7**

**SCHEDULE OF PERFORMANCE**

ACTION	DATE
<p>1. <u>Execution and Delivery of Agreement by Agency and Recordation of Memorandum of Agreement.</u> Agency shall consider approval of the Agreement, and if approved, shall deliver one executed original to Developer and shall record the Memorandum of Agreement immediately thereafter. (§720 and §704)</p>	<p>Within thirty (30) days after delivery to Agency of three (3) executed originals.</p>
<p>2. <u>Developer Submission of Evidence of Financing.</u> Developer shall submit its evidence of financing for development of the Project. (§501)</p>	<p>On or before sixty (60) days before start of construction</p>
<p>3. <u>Agency Approval/Disapproval of Developer Evidence of Financing.</u> Agency shall approve or disapprove Developer's evidence of financing. (§501)</p>	<p>Within twenty (20) days after submission by Developer.</p>
<p>4. <u>Insurance.</u> Developer shall furnish evidence of the insurance required under the Agreement to Agency. (§402.2)</p>	<p>Not later than fifteen (15) days prior to the Closing.</p>
<p>5. <u>Developer to Deposit in Escrow.</u> Developer shall deposit Covenant, Memorandum, and Performance Deed of Trust in Escrow. (§402.2)</p>	<p>Not later than five (5) days prior to the Closing. All documents to be executed, notarized, and in recordable form.</p>
<p>6. <u>City and Other Government Permits.</u> Developer shall secure all permits, other than building permits, for the development of the Project. (§302)</p>	<p>Prior to the commencement of construction of the Improvements.</p>
<p>7. <u>Conditions Precedent.</u> All of the Conditions Precedent to Closing and the Conditions Precedent shall be satisfied (or expressly waived in writing by the appropriate party). (§402.1, §402)</p>	<p>On or before the Outside Date.</p>
<p>8. <u>Closing.</u> Agency shall close escrow and distribute the Financial Assistance as set forth in the Agreement. (Agreement; Joint Escrow Instructions, Attachment 10)</p>	<p>Within forty five (45) days following satisfaction of all of Agency's and Developer's Conditions Precedent, but in no event later than December 31, 2010 ("<b>Outside Date</b>").</p>

ACTION	DATE
9. <u>Issuance of Closure Letters.</u> If remedial work is required, Developer shall have obtained closure letters and provided copies of such closure letters to Agency. (§106)	Within ninety (90) days following the Closing.
10. <u>Commencement of Construction of Improvements.</u> Developer shall commence construction of the Improvements. Construction shall be deemed commenced when Developer has commenced excavating and grading of the Property.	Construction of the Improvements shall commence within the later of (a) twenty-four (24) months after the Date of Agreement or (b) six (6) months of Tax Credit award to Developer or Partnership, but no event later than twelve (12) months after the Outside Date.
11. <u>Completion of Construction of Developer's Improvements.</u> Developer shall complete construction of the Improvements.	No later than eighteen (18) months after commencement of construction, but no event later than thirty (30) months after the Outside Date.
12. <u>Final Certificate of Completion.</u> Agency shall provide the Certificate of Completion to Developer. (§212.2)	Within thirty (30) days following satisfactory completion of the Project, including all Improvements and Developer's written request therefor.
13. <u>Initial Occupancy of Affordable Units.</u>	No later than thirty (30) days following issuance of the Final Certificate of Completion.

The provisions of the Schedule of Performance are intended as a convenient guideline for the parties. In the event of any conflict between the Schedule of Performance and the Agreement, the Agreement shall prevail. In addition, the provisions of the Schedule of Performance are independent of and in addition to any conditions of approval imposed by City (including the Public Improvements Agreement and any other agreements implementing or related to any conditions of approval), and any other agreements between or among Developer, any Developer Parties, and City.

**ATTACHMENT NO. 8**  
**PROFORMA**

ATTACHMENT NO. 9

CERTIFICATE OF COMPLETION

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

---

*The document is exempt from the payment of a recording fee pursuant to Government Code § 27383.*

CERTIFICATE OF COMPLETION

THIS [PARTIAL/TEMPORARY/FINAL] CERTIFICATE OF COMPLETION OF CONSTRUCTION AND IMPROVEMENTS ("**[Partial/Temporary/Final] Certificate of Completion**") is made by the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY a public body corporate and politic ("**Agency**"), in favor of CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California nonprofit public benefit corporation ("**Developer**"), as of the date set forth below.

RECITALS

A. Agency and Developer have entered into that certain Owner Participation Agreement dated \_\_\_\_\_, 20\_\_\_, including all Attachments as defined therein (collectively, "**Agreement**") concerning that certain real property and improvements thereon situated in the City of Winters, California, as more fully described in Exhibit "A" attached hereto and made a part hereof (referred to herein as the "**Project**" and more particularly defined in the Agreement).

B. As referenced in Agreement Section 212, Agency is required to furnish Developer or its successors with a [Partial/Temporary/Final] Certificate of Completion upon completion of construction of the [specify scope of Improvements completed (for Partial Certificate)/Improvements (for Final Certificate)], which [Partial/Temporary/Final] Certificate of Completion is required to be in such form as to permit it to be recorded in the Recorder's Office of Sonoma County.

[Choose one Recital C, below, depending on type of Certificate of Completion issued.]

C. This Temporary Certificate of Completion is not intended nor shall it be construed to be conclusive determination of satisfactory completion of the specified aspects of any portion of the Improvements.

C. This [Partial/ /Final] Certificate of Completion is conclusive determination of satisfactory completion of the [\_\_\_\_\_/Improvements] as required by the Agreement.

NOW, THEREFORE, Agency hereby certifies as follows:

1. Developer has fully and satisfactorily completed the [\_\_\_\_\_/Improvements] in conformance with the Agreement. [Delete if a Temporary Certificate of Completion, renumber remaining paragraphs.]

2. All use, maintenance, operation, nondiscrimination and other covenants contained in the Performance Documents shall remain in effect and enforceable according to their terms.

3. All financial obligations as set forth in the Agreement shall remain in effect and enforceable according to their terms.

4. This [Partial/Temporary/Final] Certificate of Completion shall not be deemed or construed to constitute evidence of compliance with or satisfaction of [(if Partial Certificate, specify scope of remaining Improvements) or ] any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to Developer in connection with the Project or any portion thereof. This [Partial/Temporary/Final] Certificate of Completion is not a notice of completion as referred to in California Civil Code Section 3093.

[Insert if a Temporary Certificate of Completion] 4. This Temporary Certificate of Completion shall automatically expire forty-five (45) days after the Date of Issuance, below. No certificate of occupancy may be issued on the basis of this Temporary Certificate of Completion.

IN WITNESS WHEREOF, Agency has executed this [Partial/Temporary/Final] Certificate of Completion as of the "Date of Issuance", below.

*[Signatures on Following Page]*

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR  
AFFORDABLE HOUSING, a California nonprofit  
public benefit corporation

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY  
DEVELOPMENT AGENCY, a public body  
corporate and politic

Dated: \_\_\_\_\_

"Date of Issuance"

By: \_\_\_\_\_  
*[Signature must be notarized]*

Name: \_\_\_\_\_

Its: Executive Director

## ATTACHMENT NO. 10

### JOINT ESCROW INSTRUCTIONS

These escrow instructions issued by the CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body, corporate and politic ("**Agency**") and CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non-profit public benefit corporation ("**Developer**"), shall constitute joint escrow instructions ("**Instructions**") of Developer and Agency (each a "party", collectively the "**parties**") for the transaction contemplated under that certain Owner Participation Agreement dated \_\_\_\_\_, 20\_\_ between Agency and Developer including all Attachments as defined therein (collectively, "**Agreement**"). Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

1. Escrow Instructions. The parties have opened escrow no. \_\_\_\_\_ ("**Escrow**") with Placer Title Company ("**Escrow Agent**").

a. These Instructions and the Agreement constitute joint escrow instructions of the parties. Escrow Agent to whom these Instructions are delivered is hereby empowered to act thereunder. The parties hereto agree to do all acts reasonably necessary to close Escrow in the shortest possible time. All funds received in Escrow shall be deposited with other escrow funds in an interest-bearing account with a state or national bank doing business in the State of California. All disbursements shall be made by check or wire transfer from such account. All interest on the escrow funds shall belong, and be disbursed to, Agency.

b. If, in the opinion of either party, it is necessary or convenient in order to accomplish the Closing of the transaction, such party may execute supplemental escrow instructions and/or require that the parties sign supplemental joint escrow instructions; provided that if there is any inconsistency between the document, the Agreement, and the supplemental escrow instructions, then the provisions of the Agreement shall control. The parties agree to execute such other and further documents as may be reasonably necessary, helpful or appropriate to effectuate the provisions of the Agreement. Escrow Agent is instructed to release each party escrow closing statements to the respective parties.

2. Authority of Escrow Agent. Escrow Agent is authorized to, and shall:

a. Promptly execute the acknowledgment and receipt of these Instructions ("**Receipt**") and return the Receipt to the undersigned by email or facsimile and regular mail.

b. Pay and charge Developer for the premium of each Title Policy as set forth in the Agreement.

c. Pay and charge Developer for all escrow fees, charges, and costs payable.

d. Record the Memorandum of Owner Participation Agreement ("**Memorandum**") against the Project.

- e. Record the Affordable Housing and Maintenance Covenant ("**Covenant**") against the Project.
- f. Record the Performance Deed of Trust (including the Addendum thereto) against the Project.
- g. Record the AB 987 Notice against the Project.
- h. Subject to satisfaction of the Conditions Precedent to Financial Assistance, disburse the Financial Assistance as set forth in the Agreement.
- i. Issue a Title Policy in favor of each City and Agency, subject only to the permitted Exceptions.
- j. Do such other actions as necessary to fulfill Escrow Agent's obligations under the Agreement.
- k. Prepare and file with all appropriate governmental or taxing authorities a uniform settlement statement, closing statement, tax withholding forms including an IRS 1099-S form, and be responsible for withholding taxes, if any such forms are provided for or required by law.
- l. Verify that all documents were properly dated and executed personally, not under power of attorney, by the party named as the signator as set forth therein, initialed, and where applicable, witnessed and acknowledged, and that all exhibits (including correct property descriptions) were appended.

3. Closing. Except as otherwise agreed by the parties in writing, the Closing shall take place after the parties' satisfaction of all of the Conditions Precedent as set forth in the Agreement, but in no event later than the Outside Date (currently December 31, 2010). The "**Closing**" shall mean the time and day the Memorandum, the Covenant, the Performance Deed of Trust, and the AB 987 Notice are recorded with the Yolo County Recorder. The "**Closing Date**" shall mean the day on which the Closing occurs.

4. Closing Procedure. Escrow Agent shall close Escrow as follows and in the following order:

- a. Record the Memorandum of Agreement with instructions for the Recorder of Yolo County, California to deliver the recorded Memorandum of Agreement to Agency.
- b. Record the Covenant with instructions for the Recorder of Yolo County, California to deliver the recorded Covenant to Agency.
- c. Record the AB 987 Notice with instructions for the Recorder of Yolo County, California to deliver a copy of the recorded AB 987 Notice to Agency.
- d. Record the Performance Deed of Trust with instructions for the Recorder of Yolo County, California to deliver the recorded Performance Deed of Trust to Agency.

e. Instruct the Title Company to deliver to each Agency and City the Title Policy.

f. File any informational reports required by Internal Revenue Code Section 6045(e), as amended, and any other applicable requirements.

g. Forward to each party a separate accounting of all funds received from and disbursed to such party and conformed copies of all executed and recorded or filed documents deposited into Escrow, with such recording and filing date and information endorsed thereon.

5. Miscellaneous. These Instructions shall be construed in accordance with and be governed by the laws of the State of California. If any provision of these Instructions shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

6. Compliance. If Escrow Officer cannot comply with all of the foregoing terms and conditions or if Escrow Officer received any inconsistent escrow instruction from Agency or Developer, Escrow Officer is not authorized to close escrow and in such event should contact the undersigned without delay for further instruction. Agency reserves the right to withdraw any and all documents submitted herewith or under separate cover at any time prior to the close of escrow. The delivery of documents into escrow in no way binds Agency.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed these Instructions on the respective dates set forth below.

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California nonprofit public benefit corporation

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

By \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic

Dated: \_\_\_\_\_

"Date of Agreement"

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

Name: \_\_\_\_\_

Its: Executive Director

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency General Counsel

OWNER PARTICIPATION AGREEMENT

by and between the  
COMMUNITY DEVELOPMENT AGENCY OF  
THE CITY OF WINTERS,

a public body corporate and politic

and

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING,

a California non-profit public benefit corporation

**Orchard Village Affordable Housing Project**

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Attachment No. 3	Memorandum of Owner Participation Agreement
Attachment No. 4	[Form] AB 987 Notice
Attachment No. 5	Affordable Housing and Maintenance Covenant
Attachment No. 6	Addendum to Performance Deed of Trust
Attachment No. 7	Schedule of Performance
Attachment No. 8	Proforma
Attachment No. 9	[Form Partial/Temporary/Final] Certificate of Completion
Attachment No. 10	Joint Escrow Instructions

## OWNER PARTICIPATION AGREEMENT

This Owner Participation Agreement ("**Agreement**") is entered into by and between the COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body, corporate and politic ("**Agency**"), and the CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non-profit public benefit corporation ("**Developer**") dated as of the date of execution of the agreement by agency indicated on the signature page hereof ("**Date of Agreement**").

### RECITALS

The following recitals are a substantive part of this Agreement:

A. The purpose of this Agreement is to effectuate the Redevelopment Plan for the Redevelopment Project by providing funds to assist in the development on the Property of an in-fill development Project as defined below and set forth in Section 301 hereof and in the Covenant. The Project is not a "**low-rent housing project**" as that term is defined in Section 1 of Article XXXIV of the California Constitution, in that it is (a) privately owned housing, receiving no ad valorem property tax exemption, other than exemptions granted pursuant to subdivision (f) or (g) of Section 214 of the Revenue and Taxation Code, not fully reimbursed to all taxing entities; and (b) not more than forty-nine percent (49%) of the Project's dwellings, apartments, or other living accommodations may be occupied by persons of low income pursuant to the Agreement (including the Covenant).

B. Developer owns the Property in fee and qualifies as an "**Owner Participant**" as that term is defined in the Community Redevelopment Law.

C. Agency desires to enter into this Agreement because, pursuant to the Community Redevelopment Law and the Redevelopment Plan, it will provide affordable housing in the community, help to eliminate blight in the Redevelopment Project area, increase the employment opportunities within the Redevelopment Project area, and assist in providing an environment for the social, psychological and economic growth and well-being of the citizens of the City of Winters.

D. Agency is authorized and empowered under Community Redevelopment Law and the Redevelopment Plan to enter into agreements for the acquisition, disposition and development of real property and otherwise to assist in the redevelopment of real property within the Redevelopment Project area in conformity with the Redevelopment Plan; to acquire real and personal property in the Redevelopment Project area; to receive consideration for the provision by Agency of Financial Assistance; to make and execute contracts and other instruments necessary or convenient to the exercise of its powers; and to incur indebtedness to finance or refinance the Redevelopment Project.

E. Pursuant to Section 33334.2 of the California Health and Safety Code, Agency has set aside twenty percent (20%) of tax increment revenues allocated to it to improve and increase the supply of affordable housing in the City of Winters. Agency desires to use a portion of these monies to extend Financial Assistance to Developer for development of the Project.

F. Agency and Developer desire to enter into this Agreement in order to set forth the terms and conditions relating to: (i) the design, development, construction, operation, use, and maintenance of the Project; (ii) the provision of Financial Assistance to Developer; and (iii) the provision of covenants to ensure the Affordable Units shall remain affordable (at the levels set forth in the Covenant, or such other more restrictive terms as may apply) for the longest feasible time.

G. The fulfillment of this Agreement is in the vital and best interests of Agency, and of City and the health, safety and welfare of its residents and in accord with the provisions of Applicable Laws.

## A G R E E M E N T

**NOW, THEREFORE**, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agency and Developer hereby agree that the Recitals above are incorporated by reference and further agree as follows:

### 100. DEFINITIONS; REPRESENTATIONS AND WARRANTIES

#### 101. Definitions.

**"Affiliate of Developer"** means an entity or entities in which Developer retains more than fifty percent (50%) in the aggregate, directly or indirectly, of the ownership or beneficial interest and retains full management and control of the transferee entity or entities, either directly or indirectly through another entity, subject only to certain major events requiring the consent or approval of the other owners of such entity.

**"Affordable Housing Fund"** means the low and moderate income housing fund established by Agency pursuant to Section 33334.3 of the Community Redevelopment Law.

**"Affordable Unit"** and **"Affordable Units"** are defined in Section 304.

**"Affordability Restrictions"** means those affordability restrictions as set forth in the Agreement and in the Covenant.

**"Agency"** means the Community Development Agency of the City of Winters, a public body, corporate and politic, exercising governmental functions and powers and organized and existing under Chapter 2 of the Community Redevelopment Law of the State of California, and any assignee of or successor to its rights, powers and responsibilities.

**"Agency Board"** means the board of directors of the Community Development Agency of the City of Winters.

**"Agreement"** means this Owner Participation Agreement between Agency and Developer including all Attachments.

**"Annual Payment"** and **"Annual Payment Agreement"** are defined in Section 209.2

**"Applicable Laws"** means all applicable laws, ordinances, statutes, codes, orders, decrees, rules, regulations, official policies, standards and specifications (including any ordinance, resolution, rule, regulation, standard, official policy, condition, or other measure) of the United States, the State of California, the County of Yolo, City of Winters, or any other political subdivision in which the Project is located, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Agency, City, Developer, the Property, the Improvements, or the Project, including all applicable California Public Contracts Code requirements, City zoning and development standards, building, plumbing, mechanical and electrical codes, all other provisions of the City of Winters Municipal Code, Relocation Requirements, Prevailing Wage Laws, Environmental Laws, all applicable disabled and handicapped access requirements, including the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, Civil Code Section 51, *et seq.*, and any amendments of or successors to any of the foregoing.

**"Attachments"** means Attachment No. 1 – Property Map, Attachment No. 2 – Property Legal Description, Attachment No. 3 – Memorandum of Owner Participation Agreement, Attachment No. 4 – [Form] AB 987 Notice, Attachment No. 5 – Affordable Housing and Maintenance Covenant, Attachment No. 6 – Addendum to Performance Deed of Trust, Attachment No. 7 – Schedule of Performance, Attachment No. 8 – Proforma, Attachment No. 9 – [Form Partial/Temporary/Final] Certificate of Completion, and Attachment No. 10 – Joint Escrow Instructions, including executed and/or recorded versions of any of the foregoing.

**"City"** means the City of Winters, a California municipal corporation.

**"City Council"** means the City Council of the City of Winters.

**"Closing"** means the time and day the Memorandum, the Covenant, the Performance Deed of Trust, and the Agency Deed of Trust, and the AB 987 Notice, attached hereto as Attachment No. 4, are recorded with the Yolo County Recorder.

**"Community Redevelopment Law"** means the Community Redevelopment Law of the State of California (Health and Safety Code Section 33000, *et seq.*).

**"Covenant"** means the Affordable Housing and Maintenance Covenant to be recorded against the Property as provided in Section 301 in the form attached hereto as Attachment No. 5.

**"Developer"** means Central Valley Coalition for Affordable Housing, a California non-profit public benefit corporation, or its permitted assignee or transferee.

**"Developer Parties"** means (individually and collectively) Developer's officers, directors, parents, partners, members, subsidiaries, affiliates, managers, successors and assigns.

**"Eligible Household"** means a Extremely Low Income Household or a Very Low Income Household qualified in accordance with the terms of this Agreement and Applicable Laws.

**"Extremely Low Income Person"** or **"Extremely Low Income Household"** means a person or household whose gross income is 30% or less of area median income or such other

standard as set from time to time pursuant to California Health and Safety Code Section 50106, as amended, or any successor statute thereto.

**"Hazardous Materials"** means any substance, material, or waste which is or becomes regulated by any local governmental authority, the State of California, or the United States Government, including any material or substance which is: (i) defined as a "hazardous waste," "extremely hazardous waste," or "restricted hazardous waste" under Sections 25117, 25115 or 25122.7 of the California Health and Safety Code, or listed pursuant to California Health and Safety Code Section 25140; (ii) defined as a "hazardous substance" under California Health and Safety Code Section 25316 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iii) defined as a "hazardous material," "hazardous substance," or "hazardous waste" under California Health and Safety Code Section 25501 (Hazardous Materials Release Response Plans and Inventory); (iv) defined as a "hazardous substance" under California Health and Safety Code Section 25281 (Underground Storage of Hazardous Substances); (v) petroleum; (vi) friable asbestos; (vii) polychlorinated biphenyls; (viii) listed under Article 9 or defined as "hazardous" or "extremely hazardous" pursuant to Article 11 of Title 22 of the California Administrative Code, Division 4, Chapter 20; (ix) designated as "toxic pollutants" pursuant to Section 311 of the Clean Water Act (33 U.S.C. §1317); (x) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6903; or (xi) defined as "hazardous substances" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Section 9601, et seq., as the foregoing statutes and regulations now exist or may hereafter be amended. All of the foregoing are collectively referred to herein as **"Environmental Laws."**

**"Improvements"** is defined in Section 303.

**"Low and Moderate Income Housing Fund"** means Agency's low and moderate income housing fund, as established pursuant to Health and Safety Code Section 33334.3.

**"Notice of Affordability Restrictions on Transfer of Property"** means that certain [Form] AB 987 Notice in substantially the form attached hereto as Attachment No. 4.

**"Park"** means that certain approximately 1.6 acre area just west of the Dutton Street Extension as shown on the Property Map and described in the Property Legal Description, with certain Park Improvements as provided in the Public Improvements Agreement (defined below).

**"Performance Deed of Trust"** means Title Company's standard form deed of trust together with the Addendum to Performance Deed of Trust in substantially the form attached hereto as Attachment No. 6.

**"Partnership"** means Winters Pacific Associates, a California limited partnership.

**"Performance Documents"** means this Agreement, the Memorandum, the Covenant, the Performance Deed of Trust, and all other agreements contemplated therein or evidencing or securing the Affordability Restrictions. Notwithstanding the foregoing, the term **"Performance Documents"** expressly excludes the Annual Payment Agreement, the Notice of Affordability Restrictions on Transfer of Property, any conditions of approval (including the Public Improvements Agreement and any other agreements implementing or related to any conditions

of approval), and any other agreements between or among Developer, any Developer Parties, and City.

**"Planning Commission"** means the Planning Commission of the City of Winters.

**"Project"** means the Property and the Improvements to be constructed or caused to be constructed by Developer as set forth herein, including all or any portion(s), component(s) thereof, and interest(s) therein.

**"Property"** means that certain real property on which Developer will construct the Improvements; the Property is comprised of approximately ten (10) acres located on two contiguous vacant legal parcels (APNs 003-360-051 and 003-360-181) located within the Redevelopment Project area on the east side of Railroad Avenue, north of East Grant Avenue, in the City of Winters, state of California as depicted on the **"Property Map"** attached hereto as Attachment No. 1 and more particularly described in the **"Property Legal Description"** attached hereto as Attachment No. 2.

**"Public Improvements Agreement"** means that certain separate agreement between Developer and City governing public improvements and improvement and dedication of the Park, consistent with those conditions of approval imposed by City.

**"Redevelopment Plan"** means the Redevelopment Plan for the Redevelopment Project, adopted by Ordinance No. 92-08 of City Council of City on July 20, 1992, as amended, and incorporated herein by reference.

**"Redevelopment Project"** means the Winters Community Development Project, adopted by City pursuant to the Redevelopment Plan.

**"Schedule of Performance"** means the Schedule of Performance attached hereto as Attachment No. 7 and incorporated herein, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished, and as further addressed in Section 204.

**"Tax Credit"** is defined in Section 501.5.

**"Very Low Income Person"** or **"Very Low Income Household"** means a person or household whose gross income is 50% or less of area median income or such other standard as set from time to time pursuant to California Health and Safety Code Section 50105, as amended, or any successor statute thereto.

## **102. Representations and Warranties.**

**102.1 Agency Representations.** The following representations and warranties are made to the actual knowledge of Agency, which represents and warrants to Developer as follows; the phrase **"actual knowledge of Agency"** shall mean the actual knowledge of John W. Donlevy Jr., its Executive Director, with no duty of inquiry:

**a. Authority.** Agency is a public body, corporate and politic, existing pursuant to the California Community Redevelopment Law (California Health & Safety Code Section 33000, *et seq.*), which has been authorized to transact business pursuant to action of City. Agency has full right, power and lawful authority to perform its obligations hereunder and the execution, performance and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of Agency.

**b. No Conflict.** To the best of Agency's knowledge, Agency's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

**102.2 Developer's Representations.** The following representations and warranties are made to the best knowledge of Developer, which represents and warrants to Agency as follows:

**a. Authority.** Developer is the managing general partner of Partnership. Developer is a California non-profit public benefit corporation pursuant to Internal Revenue Code Section 501(c)(3) and is duly organized within and in good standing under the laws of the State of California. Partnership is a California limited partnership duly organized within and in good standing under the laws of the State of California. Partnership's administrative general partner is Roope, LLC, an California Idaho limited liability company duly organized within and in good standing under the laws of the State of California. True and complete copies of the originals of the documents evidencing the organization of each of the foregoing and amended to the Date of this Agreement shall be delivered by Developer to Agency as of the Date of Agreement. Developer has full right, power and lawful authority to undertake all obligations as provided herein and the execution, performance and delivery of this Agreement, and has been fully authorized by all requisite actions on the part of Developer.

**b. Records and Reporting Obligations.** In connection with the design, development, construction, ownership, use and operation of the Project, particularly Project Costs. Developer shall keep full and accurate Documentation and comply with reporting and other requirements set forth in the Covenant and otherwise in this Agreement, including Section 402.4 hereof.

**c. No Conflict.** Developer's execution, delivery and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Developer is a party or by which it is bound.

**d. No Developer Bankruptcy.** Developer is not the subject of a bankruptcy proceeding.

**e. No Litigation.** There are no Claims (defined in Section 607.1), causes of action or other litigation or proceedings pending or threatened against Developer, or any affiliate thereof, that would affect Developer's ability to undertake and satisfy all of its obligations pursuant to this Agreement.

**f. Broker's Commission.** Neither Developer nor any Developer Parties has engaged the services of any agent, finder or broker in connection with the transaction which is the subject of this Agreement, and that it is not liable for any real estate commissions, broker's fees or finder's fees which may accrue by means of the transaction. Developer shall be solely responsible for any commissions or fees payable to its broker, if any. Developer hereby indemnifies and holds each Agency and City harmless from and against any and all Claims which may result from any broker, agent or finder, licensed or otherwise, which it has employed in connection with the transaction covered by this Agreement.

**g. Developer Sophistication.**

i. Each of Developer and its managing member, managing general partner, administrative general partner, and acting limited partner is a sophisticated owner, builder, developer, and operator of real property (including affordable housing), familiar and experienced with requirements for such development of real property, the Project and the Project. Developer currently owns the Property; Developer and each of the foregoing Developer entities is familiar with the Project and has made, or will make prior to Closing such independent investigation as it deems necessary or appropriate including the following: the size and dimensions of the Property, the availability and adequacy of water, sewage, fire protection, and any utilities; relevant physical conditions, such as climate, geological (including slope stability), drainage, air, water or mineral conditions; the extent and conditions of title; the existence of flora and fauna including or adjacent to the Property that may be entitled to protection or considered candidates for protection under local, state or federal law; governmental laws, statutes, rules, regulations, ordinances, limitations on title, or use restrictions or requirements; and all other matters concerning the conditions, use or sale of the Project, including any existing permits, licenses, agreements, and liens, zoning reports, engineers' reports and studies and similar information.

ii. Until the expiration or earlier termination of this Agreement, Developer and each of the foregoing Developer entities shall, upon learning of any fact or condition which would cause any of the warranties and representations in this Section 102.2 not to be true, immediately give written notice of such fact or condition to Agency. Agency shall have a right to approve or disapprove such facts and conditions. If, following the disclosure of such information, Agency elects to not close Escrow, then this Agreement and Escrow shall automatically terminate, and neither party shall have any further rights, obligations or liabilities pursuant hereunder. Developer's representations and warranties set forth in this Section 102.2 shall survive Closing, expiration or other termination of this Agreement, and issuance of any Partial, Temporary, or Final Certificate of Completion, and issuance of any certificate of occupancy.

**103. LIMITATIONS ON TRANSFER.**

**103.1 Consent Required.**

a. The qualifications and identity of Developer, of Partnership, and of Partnership's managing general partner and administrative general partner are of particular concern to Agency. It is because of the demonstrated qualifications and identity that Agency and

City have each entered into the Covenant with Developer, and Developer expressly agrees to the following limitations on transfer. Developer shall not enter into any amendment to its operating agreements, partnership agreements, by-laws, or similar applicable documents without first submitting such to Agency's Executive Director, who shall have the right to reasonably disapprove any such amendment which would materially diminish or otherwise impair (i) the ability of Developer or Partnership to fulfill its duties and obligations under the Agreement and the Covenant, or (ii) Agency's or City's rights and remedies under the Agreement or the Covenant. Within twenty (20) days following receipt of the proposed amendment, Agency shall either approve or disapprove the requested amendment.

b. Developer shall notify Agency of any proposed transfer, assignment or refinancing promptly upon commencement of negotiations in connection with such event. Agency's Executive Director shall approve or disapprove any requested transfer, assignment or refinancing within thirty (30) days after receipt of a written request for approval from Developer, together with such documentation as may be reasonably required by Agency's Executive Director. The documentation to be provided by Developer to Agency's Executive Director shall include all loan documents in connection with any proposed refinancing and all documentation which Agency's Executive Director determines is reasonably necessary to evaluate the proposed transaction and the proposed assignee's/transferee's experience and qualifications. Agency's Executive Director shall not unreasonably withhold its approval of a transfer or assignment to a proposed transferee/assignee who in the reasonable opinion of Agency's Executive Director is financially capable and has the development qualifications and experience to perform the duties and obligations of Developer hereunder.

c. Prior to any proposed assignment being considered for approval by Agency's Executive Director, Developer shall deliver to Agency's Executive Director the form of a proposed written assignment and assumption agreement in which the assignee would expressly agree to assume all rights and obligations of Developer under the Agreement which arise after the effective date of the assignment, and in which the assignee would agree to assume, or Developer would expressly remain responsible for, all performance of Developer which arose prior to the effective date of the assignment. The assignment and assumption agreement shall be in a form reasonably acceptable to Agency's legal counsel. No later than the date the assignment becomes effective, Developer shall deliver to Agency a fully executed counterpart of the assignment and assumption agreement.

**103.2 Conditions Precedent to Transfer.** Neither Developer nor its successors or assigns (including Partnership) shall assign or transfer the Agreement or the Project (including any portion(s) thereof, component(s) thereof, interest(s) therein, or right(s) thereunder) without the prior written approval of Agency's Executive Director, which approval shall not be unreasonably withheld or delayed, and shall be granted upon each Agency's and City's receipt of evidence acceptable to them that all of the following conditions have been satisfied:

a. Neither Developer nor its successors or assigns (including Partnership) shall be in Default under the Covenant or Agreement or otherwise in violation of the Covenant, or the purchaser or assignee agrees to undertake to cure any such Defaults and violations to the reasonable satisfaction of each City and Agency.

b. The continued operation of the Project shall comply with the provisions of the Agreement and the Covenant.

c. Either (i) the purchaser or assignee or its property manager has at least five (5) year's experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other Applicable Laws applicable to such projects, or (ii) the purchaser or assignee agrees to retain a property management firm with the experience and record described in subclause (i) above, or (iii) Developer or its management company will continue to manage the Project for at least one year following such transfer and during such period will provide training to the transferee and its manager in the responsibilities relating to the Affordable Units.

d. The person or entity which is to acquire the Project does not have pending against it, and does not have a history of, significant and material building code violations or complaints concerning the maintenance, upkeep, operation and regulatory agreement compliance of any of its projects as identified by any local, state or federal regulatory agencies.

e. The proposed purchaser or assignee enters into a written assignment and assumption agreement in form and content reasonably satisfactory to Agency's legal counsel (including assumption of all waivers, indemnities, and releases set forth in the Agreement), and, if requested by Agency, an opinion of such purchaser or assignee's counsel to the effect that the Agreement and the Covenant are valid, binding and enforceable obligations of such purchaser or assignee, subject to bankruptcy and other standard limitations affecting creditor's rights. Upon such an approved transfer, Developer shall be released of all of its obligations under the Performance Documents arising from and after the date of such approved transfer.

**103.3 Pre-Approved Transfers.** Notwithstanding any other provision of the Covenant or Agreement to the contrary, Agency approval of a transfer or assignment of the Covenant, the Agreement, or the Project shall not be required in connection with any of the transfers listed below, provided, however, that in all events the provisions of Section 103.2e must be fulfilled to Agency's reasonable satisfaction. In the event of an assignment or transfer by Developer not requiring Agency's prior approval, Developer nevertheless agrees that it shall give at least fifteen (15) days' prior written notice to Agency of such assignment or transfer. In addition, Agency shall be entitled to review such documentation as may be reasonably required by Agency's Executive Director for the purpose of determining compliance of such assignment or transfer with the requirements of this Section.

a. Subject to Developer submitting the assignment and assumption agreement referred to above and the approval of such agreement by Agency, which approval shall not be unreasonably withheld, any transfer or assignment of the Project or any interest therein to an entity or entities in which Developer, retains more than 50% in the aggregate, directly or indirectly, of the ownership or beneficial interest and retains full management and control of the transferee entity or entities, either directly or indirectly through another entity,

subject only to certain major events requiring the consent or approval of the other owners of such entity ("**Affiliate**" or "**Affiliate of Developer**"). The term "**control**" as used herein shall mean the ability to direct the operation and management of such corporation, partnership, limited liability or other entity. Partnership shall be considered an Affiliate to the extent it meets the foregoing criteria.

b. Transfers resulting from the death or mental or physical incapacity of any member or partner of Developer.

c. The granting of temporary or permanent easements or permits to facilitate development of the Project.

d. Any assignment for financing purposes (subject to such financing being considered and approved by Agency pursuant to this Agreement), including the documents securing the Developer Financing.

e. Any transfer by foreclosure or deed in lieu of foreclosure under approved financing or transfers by a lender as described above subsequent to foreclosure or deed in lieu of foreclosure (subject to the requirements of this Agreement and the Covenant).

f. The transfer of any stock, partnership interest, membership or other beneficial interest of Developer provided such transfer does not cause a material change in the rights to manage and control Developer.

g. The transfer of any stock, partnership interest, membership or other beneficial interest in any non-managing member or limited partner of Developer or any direct or indirect beneficial owner of any non-managing member or limited partner of Developer.

h. The admission of any new non-managing member or limited partner to Developer.

i. The admission of any new co-managing member or limited partner to Developer, so long as the initial managing member limited partner or an Affiliate of Developer remains a co-managing member of Developer and maintains control over the operation and management of Developer.

j. The transfer of any managing member interest, non-managing member interest, general partner or limited partner interest in Developer to an Affiliate of Developer so long as the initial managing member or general partner (as applicable) or Affiliate of Developer remains a managing or co-managing member or general partner (as applicable) of Developer and maintains control over the operation and management of Developer.

k. The rental, in the ordinary course of business of the Affordable Units in accordance with the terms of the Covenant.

l. The transfer of the Project to a limited partnership in which Developer or its wholly-controlled Affiliate is the sole general partner, and any transfer of the Project back to Developer or its Affiliate at the end of the 15-year Tax Credit compliance period.

m. The transfer of any limited partnership interests in Developer.

n. The removal of the general partner of Developer, provided that any successor general partner has been approved by Agency in its reasonable discretion.

**103.4 Transfer by Foreclosure.** Nothing in the Agreement or the Covenant shall prohibit (i) sale or transfer of all or any portion of the Project through foreclosure of a mortgage or deed of trust permitted pursuant to the Agreement, (ii) transfer to the holder of such permitted mortgage or deed of trust by deed in lieu of foreclosure or (iii) transfer of the Property by any such holder subsequent to acquisition by foreclosure or deed in lieu, so long as such transfer complies with the Agreement and the Covenant. Agency shall not be obligated to pay Financial Assistance to any transferee of the Project after foreclosure or transfer in lieu of foreclosure unless such transferee assumes all of Developer's and Developer's obligations under the Agreement and the Covenant (excluding repayment of any portion of the Financial Assistance not actually disbursed to such transferee).

**104. Title Insurance.** Concurrent with Closing, there shall be issued to Agency a 1992 Standard Alta Loan Policy of Title Insurance or such other policy as required by Agency together with such endorsements as are requested by Agency (collectively, "**Title Policy**"), issued by Chicago Title Company ("**Title Company**") insuring that the title to the Project is vested in Developer in the condition required in this Agreement. The Title Policy shall be in the amount of the Financial Assistance. Developer shall bear all costs associated with the Title Policy.

**105. Review of Title.** Developer has caused Title Company, to deliver to Developer and to Agency a standard preliminary title report dated December 3, 2008 ("**Report**") with respect to the title to the Property, together with legible copies of the documents underlying the exceptions ("**Exceptions**") set forth in the Report and hereby approves the Report and the Exceptions. Agency hereby disapproves Exceptions 1, 2, 9, 10, 11, 12, and 13 of the Report. Agency shall also have the right to approve or disapprove any other material title exceptions not created by Agency at any time after Agency has approved the Report and the Exceptions, and any updates to the Report and the Exceptions.

**106. Developer's Obligations with Respect to Hazardous Materials.** Developer shall, at its sole cost and expense, promptly take (i) all actions required by any federal, state or local governmental agency or political subdivision or any Applicable Laws with respect to the Project; (ii) all actions necessary to prepare the soil for Project development; and (iii) all actions necessary to make full economic use of the Property pursuant to this Agreement for the purposes described in this Agreement, which actions, requirements or necessities arise from the presence upon, about or beneath the Project of any Hazardous Materials regardless of when such Hazardous Materials were introduced to the Property and regardless of who is responsible for introducing such Hazardous Materials to the Project. Developer shall take all actions necessary to promptly restore the Project to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under Applicable Laws. Developer's obligations under this Section 106 shall survive Closing, expiration or other termination of this Agreement, and issuance of any Partial, Temporary, or Final Certificate of Completion, and issuance of any certificate of occupancy.

**106.1 Duty to Prevent Hazardous Materials Contamination.** Developer shall take all reasonably necessary precautions to prevent the release of any Hazardous Materials into the environment. Such precautions shall include compliance with all Applicable Laws with respect to Hazardous Materials. In addition, Developer shall install and utilize such equipment and implement and adhere to such procedures as are consistent with Applicable Laws in respect of the disclosure, storage, use, removal and disposal of Hazardous Materials.

**106.2 Environmental Inquiries.**

a. Developer shall notify Agency, and provide to Agency a copy or copies, of the following environmental permits, disclosures, applications, entitlements or inquiries relating to the Property: notices of violation, notices to comply, citations, inquiries, clean-up or abatement orders, cease and desist orders, reports filed pursuant to self-reporting requirements and reports filed or applications made pursuant to any Applicable Laws relating to Hazardous Materials or underground tanks.

b. Developer shall also report to Agency, as soon as possible after each incident, any unusual, potentially important incidents, including all of the following:

i. All required reports of releases of Hazardous Materials, including notices of any release of Hazardous Materials as required by any Applicable Laws.

ii. All notices of suspension of any permits.

iii. All notices of violation from federal, state or local environmental authorities.

iv. All orders under Environmental Laws and the State Hazardous Substance Account Act and corresponding federal statutes, concerning investigation, compliance schedules, clean up, or other remedial actions.

v. All orders under the Porter-Cologne Act, including corrective action orders, cease and desist orders, and clean-up and abatement orders.

vi. Any notices of violation from OSHA or Cal-OSHA concerning employees' exposure to Hazardous Materials.

vii. All complaints and other pleadings filed against Developer relating to Developer's storage, use, transportation, handling or disposal of Hazardous Materials on or about the Project.

c. In the event of a release of any Hazardous Materials onto or from the Project, Developer shall, as soon as possible after the release, furnish to Agency a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of Agency, Developer shall furnish to Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Project including all permit applications, permits and reports including those reports and other matters which may be characterized as confidential.

**106.3 Environmental Indemnification.** From and after the date of Agreement, Developer shall indemnify, defend and hold the Indemnitees harmless from and against any claim, action, suit, proceeding, loss, cost, damage, liability, deficiency, fine, penalty, punitive damage, or expense (including attorneys' fees), resulting from, arising out of, or based upon the release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any such Hazardous Materials to or from, the Project in violation, or alleged violation, of any Applicable Laws, no matter when occurred, except to the extent caused by City or Agency. The indemnity shall include any damage, liability, fine, penalty, parallel indemnity, cost or expense arising from or out of any claim, action, suit or proceeding for bodily injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other economic loss, damage to the natural resource or the environment, nuisance, trespass, contamination, leak, spill, release or other adverse effect on the environment.

**106.4 Materiality.** The parties each acknowledge and agree that the obligations of the parties under this Section 106.4 are material elements of the consideration to the respective parties for the performance of their obligations under this Agreement, and that the parties would not have entered this Agreement unless such obligations were as provided for herein.

## **200. DEVELOPMENT**

**201. Property Improvements.** Developer shall develop and construct the Project, including installation of the Improvements (as described in Section 300 and the Covenant) in accordance with this Section 200; the schematic drawings, plans and documents submitted to and approved by the Planning Commission, any conditions of approval required by City, and those plans, drawings and documents (including Basic Concept Drawings, Design Development Drawings or Construction Drawings) submitted by Developer to Agency and/or City as applicable and approved by Agency and/or City, as applicable, all as provided herein, and satisfaction of Environmental Compliance. All such work shall be performed in a first-class, workmanlike manner by qualified, professional contractor(s) duly licensed in California and in good standing under Applicable Laws.

**202. Project Costs.** Any and all costs, fees, and expenses associated with the Project, including planning, Property preparation, pre-development items, design and construction of the Project including the Improvements, permits, relocating existing occupants (if applicable), Developer and consultant fees, and general development costs (collectively, "**Project Costs**") shall be borne solely by Developer. Developer has provided Agency with a proforma dated April 17, 2009 attached hereto and incorporated by reference as Attachment No. 8 ("**Proforma**") and shall revise the Proforma and submit such revisions to the Agency for review, as revisions to the Basic Concept Drawings, Design Development Drawings or Construction Drawings are made, or Project Costs change. A final Proforma shall be submitted to Agency for review and approval within five (5) days after approval of the Construction Drawings, and thereafter within five (5) days after any change in projected Project Costs (whether the result of material revisions to the Construction Drawings or otherwise). Notwithstanding anything in this Agreement to the contrary, Agency expressly disapproves any statement in the Proforma that Prevailing Wages are not required in connection with the Project.

**203. Permits and Approvals.** Before commencement of construction of any portions of the Project, or other work on or about the Property, Developer shall, at its expense, secure or cause to be secured any and all land use and other entitlements, permits and approvals which may be required by City (including all approvals required by the Planning Commission and Agency, and any other governmental agency affected by such construction or work. Agency staff will work cooperatively with Developer to assist in coordinating the expeditious processing and consideration of all necessary permits, entitlements and approvals. However, the execution of this Agreement does not constitute the granting of, or a commitment to obtain, any required land use permits, entitlements or approvals required by Agency or City. Developer shall not be permitted to obtain a certificate of occupancy for the Project, or any portion thereof, prior to completion of the Project.

**204. Schedule of Performance.** Developer shall commence and complete construction of the Improvements and satisfy all other obligations and conditions of this Agreement within the times established therefor in the Schedule of Performance, subject to the provisions of Section 702 hereof. The Schedule of Performance is subject to revision from time to time as mutually agreed upon in writing between Developer and Agency's Executive Director, and Agency's Executive Director is hereby authorized to make such revisions as he or she deems reasonably necessary. The provisions of the Schedule of Performance are intended as a convenient guideline for the parties. In the event of any conflict between the Schedule of Performance and the Agreement, the Agreement shall prevail. In addition, the provisions of the Schedule of Performance are independent of and in addition to any conditions of approval imposed by City (including the Public Improvements Agreement and any other agreements implementing or related to any conditions of approval), and any other agreements between or among Developer, any Developer Parties, and City.

**205. Design Review.**

**205.1 Basic Concept Drawings.** Within the time set forth in the Schedule of Performance, Developer shall submit to Agency conceptual drawings for the Improvements, including materials, color board, elevations of all four sides of the Improvements, preliminary landscape plans (as shown on a site plan), a traffic and circulation plan as applicable or as may be required, and a rendered perspective of the buildings on the Property (collectively, the "**Basic Concept Drawings**").

**205.2 Design Development Drawings.** After the approval of the Basic Concept Drawings by Agency, and within the time set forth in the Schedule of Performance, Developer shall submit to Agency, detailed drawings and specifications with respect to the Improvements ("**Design Development Drawings**"), which must include, among other requirements of filing, the following:

a. A fully dimensioned and detailed Property plan, which includes a landscape plan, with hardscape plans, Sections and elevations, including lighting, equipment, furnishings and planting schedules.

b. Floor plans.

- c. Roof plans.
- d. Elevations and project Sections.
- e. Tabulation of areas/uses.
- f. Elevations of major public spaces.
- g. Graphics and signage plans, together with schedules and samples or manufacturer's literature.
- h. Lighting schedules with samples or manufacturer's literature for exterior lighting and lighting on building exteriors. Lighting locations are to be shown on landscape plans and elevations.
- i. Exterior area plans.

### **205.3 Construction Drawings and Related Documents.**

**a. Construction Drawings.** After Agency's approval of the Design Development Drawings and within the time set forth in the Schedule of Performance, Developer shall prepare and submit to Agency detailed construction plans with respect to the Improvements, including a grading plan, which shall have been prepared by a registered civil engineer ("**Construction Drawings**") together with the revised Proforma.

**b. Agency Review and Approval.** Agency shall have the right to review and approve or disapprove the Basic Concept Drawings in its sole and absolute discretion. Agency shall have the right to review and reasonably approve or disapprove the Design Development Drawings, and Construction Drawings. In reviewing the Basic Concept Drawings, Design Development Drawings, and Construction Drawings, Agency shall consider the recommendations of the Planning Commission, and the City Council. Developer acknowledges and agrees that Agency is entitled to approve or disapprove the Basic Concept Drawings, Design Development Drawings, and Construction Drawings in order to satisfy Agency's obligation to promote the sound development and redevelopment of land within the Redevelopment Project, to promote a high level of design which will enhance the surrounding development, and to provide an environment for the social, economic and psychological growth and well-being of the citizens of City. Developer shall not be entitled to any monetary damages or compensation as a result of Agency's disapproval of or failure to approve or disapprove the Basic Concept Drawings, Design Development Drawings, or the Construction Drawings. Agency's right to review and approve the Basic Concept Drawings, the Design Development Drawings, and the Construction Drawings is in addition to Planning Commission review of schematic drawings and plans and nothing herein relieves Developer of its obligation to submit schematic drawings and plans to the Planning Commission in order to obtain the approvals required for the construction of the Improvements on the Property.

**205.4 Revisions.** If Developer desires to propose any material revisions to Agency approved Basic Concept Drawings, Design Development Drawings, or Construction Drawings, it shall submit such proposed changes to Agency, and shall also proceed in

accordance with any and all federal, state and local laws and regulations regarding such revisions, within the time frame set forth in the Schedule of Performance. If any material change in the basic concept of the development of the Property, Project, or Improvements is proposed in the Basic Concept Drawings, Design Development Drawings, or Construction Drawings from the basic concept set forth in the Basic Concept Drawings as originally approved by Agency, then Agency's approval of any revisions to the Basic Concept Drawings, Design Development Drawings, or Construction Drawings may be conditioned upon the renegotiation of all terms and conditions of this Agreement, including the economic terms of this Agreement. If the Basic Concept Drawings, Design Development Drawings, or Construction Drawings, as modified by the proposed change, generally and substantially conform to the requirements of this Section 205 and Section 200 generally, Agency's Executive Director shall review the proposed change and notify Developer in writing within fifteen (15) days after submission to Agency as to whether the proposed change is approved or disapproved. Agency's Executive Director is authorized to approve changes to Agency approved Basic Concept Drawings, Design Development Drawings, and Construction Drawings provided such changes (a) do not significantly reduce the cost of the proposed development; (b) do not reduce the quality of materials to be used; and (c) do not reduce the imaginative and unique qualities of the Project design. Any and all change orders or revisions required by City and its inspectors which are required under the City of Winters Municipal Code and all other applicable Uniform Codes (e.g., Building, Plumbing, Fire, Electrical, etc.) and under other Applicable Laws shall be included by Developer in its Basic Concept Drawings, Design Development Drawings and Construction Drawings and completed during the development and construction of the Project.

**205.5 Consultation and Coordination.** During the preparation of the Basic Concept Drawings, Design Development Drawings, and Construction Drawings, Agency staff and Developer shall hold progress meetings on an as needed basis to coordinate the preparation, submission, and review of the Basic Concept Drawings, Design Development Drawings, and Construction Drawings. Agency staff and Developer shall communicate and consult informally as frequently as is necessary to ensure that the formal submittal of any documents to Agency can receive timely and thorough consideration.

**205.6 Defects in Plans.** Neither City nor Agency shall be responsible either to Developer or to any third parties in any way for any defects in the Basic Concept Drawings, the Design Development Drawings, or the Construction Drawings, nor for any structural or other defects in any work done according to the approved Basic Concept Drawings, Design Development Drawings, or Construction Drawings, nor for any delays caused by review and approval processes. Developer shall hold harmless, indemnify, pay for and defend Agency, City and their respective officials, officers, employees, volunteers, agents and representatives from and against any and all present and future Claims together with any damage to property or injury to or death of any persons, arising out of or in any way relating to defects in the Basic Concept Drawings, Design Development Drawings, or the Construction Drawings, including the violation of any Applicable Laws, or for defects in any work done according to the approved Basic Concept Drawings, Design Development Drawings, and Construction Drawings.

**205.7 Architecture and Design; Applicable Codes.** The Improvements shall be of high architectural quality, shall be well landscaped and shall be effectively and aesthetically designed as set forth in this Agreement, and shall be constructed in accordance with

the Uniform Building Code (with City modifications), the City of Winters Municipal Code, and Applicable Laws.

## **206. Construction Security.**

**206.1 Payment and Performance Security.** Within ten (10) calendar days after the approval of the Construction Drawings, Developer shall furnish two security deposits in the form of a surety bond, irrevocable standby letter of credit, cash deposit, pledge of securities, certificate of deposit, or other form of security (including as provided in City of Winters Municipal Code Section 16.16.040), at the option of and subject to approval of Agency, each of which shall be equal to one hundred percent (100%) of the estimated Project Costs (as shown on the final, approved Proforma) as security (a) for the payment of all persons performing labor and furnishing materials and (b) for the faithful performance of the development and construction of the Project, including the Improvements. If the security deposits are in the form of surety bonds, the surety issuing said bonds shall be admitted in the State of California and shall be reasonably acceptable to Agency.

**206.2 Warranty; Repair and Reconstruction.** If, within a period of one (1) year after issuance of a Final Certificate of Completion for the Project, any portion thereof installed or constructed, or caused to be installed or constructed by Developer under this Agreement fails to fulfill any of the requirements of this Agreement or the specifications referred to herein due to failure of or defect in materials or workmanship, Developer shall, without delay and without cost to Agency or City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with the requirement after written notice from City or Agency, or should the exigencies of the case require repairs, replacements or reconstruction to be made before Developer can be notified, each City or Agency may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to City or Agency, as applicable, the actual cost of such repairs, replacements and reconstruction, plus fifteen percent (15%). Except where the exigencies of the case require immediate action, City and Agency agree to notify Developer in writing if any portion of the Project fails to fulfill any requirements of this Agreement and to specify the failure of or defect in materials or workmanship and the actions required to be taken by Developer to cure the deficiencies. Upon notification of any such defect, Developer shall correct, remedy or cure the defect within thirty (30) days or, if such defect cannot be cured within thirty (30) days, then within such longer period, provided Developer commences to cure the defect within such 30-day period and thereafter diligently prosecutes said cure to completion.

**207. Insurance Requirements.** Developer shall take out and maintain or shall cause its contractor to take out and maintain throughout the term of this Agreement, insurance coverage as follows:

**207.1 Comprehensive or Commercial General Liability Insurance.** Comprehensive or Commercial General Liability Insurance, at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of One Million Dollars (\$1,000,000.00) per occurrence, or such other policy limit as Agency may approve at its discretion, including contractual liability, as shall protect Developer,

City and Agency from claims for such damages. Such policy or policies shall be written on an occurrence form, and shall include a vandalism and malicious mischief endorsement and such other endorsements as Agency may reasonably require. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate limit shall apply separately to the Project or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:

a. City, Agency, and their respective officials, officers, agents, employees, volunteers, and representatives, are covered as additional insured, to the extent of Developer's negligence, for liability arising out of the operations performed by or on behalf of Developer. The coverage shall contain no special limitations on the scope of protection afforded to City, Agency, and their respective officials, officers, agents, employees, volunteers, and representatives.

b. The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to Agency and City by certified mail.

c. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

d. For claims related to the Project, Developer's insurance is primary coverage to Agency and City, and any insurance or self-insurance programs maintained by Agency or City is excess to Developer's insurance and will not be called upon to contribute with it.

e. Any failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City, Agency, and their respective officials, officers, agents, employees, volunteers, and representatives.

**207.2 Comprehensive Automobile Liability Insurance.** Developer shall also obtain and maintain throughout the term of this Agreement comprehensive automobile liability insurance with coverage at least as broad as ISO Form numbers CA 0001 06 92, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than One Million Dollars (\$1,000,000.00) per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days' prior written notice (10 days for non-payment of premium) to Agency and City by certified mail.

**207.3 Combined Single-Limit, Building's All-Risk Insurance.** After the Date of Agreement, but in all events prior to the start of construction, Developer shall also obtain and maintain until the expiration or other termination of this Agreement combined single limit, and builder's all-risk insurance in an amount not less than the full insurable value of the Improvements on a replacement cost basis together with vandalism and malicious mischief

endorsement and such other endorsements as Agency may reasonably require, and shall furnish or cause to be furnished to Agency evidence satisfactory to Agency that Developer and any contractor with whom it has contracted for the performance of work contemplated under this Agreement, whether on or off the Property, the Improvements, or otherwise pursuant to this Agreement, carries workers' compensation insurance as required by Applicable Laws.

**207.4 Workers' Compensation Insurance.** Workers' Compensation insurance meeting statutory limits of applicable Labor Code provisions, which policy shall contain or be endorsed to contain a waiver of subrogation against City, Agency, and their respective officials, officers, agents, employees, volunteers, and representatives, and provide for thirty (30) days prior written notice to Agency and City by certified mail in the event of cancellation. If Developer has no employees, Developer shall sign and file the following certification in lieu of insurance:

*"I am aware of the provisions of California Labor Code Section 3700 which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with the provisions of that code before commencing with and during the performance of the work of the contract."*

**207.5 Certificate of Insurance.** Companies writing the insurance required hereunder shall be licensed to do business in the State of California. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-. Developer shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form reasonably approved by Agency setting forth the general provisions of the insurance coverage. The countersigned certificate shall name City, Agency, and their respective officials, officers, agents, employees, volunteers, and representatives as additionally insured parties under the policies required hereunder, and any certificates shall be accompanied by a duly executed endorsement evidencing such additional insured status. The certificate and endorsements by the insurance carrier shall contain a statement of obligation on the part of the carrier to notify City and Agency of any material change, cancellation or termination of the coverage at least thirty (30) days in advance of the effective date of any such material change, cancellation or termination (10 days for non-payment of premium). Coverage provided hereunder by Developer shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of City and Agency. The required certificate shall be furnished by Developer to Agency within the time provided in the Schedule of Performance.

**207.6 Rights of Access.** Prior to the issuance of a Final Certificate of Completion, for purposes of assuring compliance with this Agreement, representatives of Agency shall have the right of access to the Property, without charges or fees, at normal construction hours during the period of construction for the purposes of this Agreement, including the inspection of the Project and the Improvements. Agency (or its representatives) shall, except in emergency situations, notify Developer prior to exercising their rights pursuant to this Section 207. City's rights of access shall be governed by the Public Improvements Agreement. Nothing herein shall be deemed to limit the ability of City to conduct code

enforcement and other administrative inspections of the Property in accordance with Applicable Laws.

## **208. Compliance With Laws.**

**208.1 Generally.** Developer shall construct and perform the work of Improvements in conformity with all Applicable Laws. Developer, for itself, and its successors and assigns, agrees that in the development of the Project, including construction and the Improvements, Developer shall not (and shall ensure that its contractors and subcontractors do not) discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, marital status, ancestry or national origin.

### **208.2 Prevailing Wages.**

**a. Applicability.** The Project and Improvements may constitute construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part out of public funds under California Labor Code Section 1720 *et seq.* Developer has not made final determinations as to the sources or requirements of Developer Financing it may seek or receive, and acknowledges that Agency has specifically advised Developer to seek a determination from the California Department of Industrial Relations as to the applicability of Prevailing Wage Laws (defined below) to all or any portion of the Project, including the Improvements, or any related off-site improvements, and further acknowledges that Agency and its employees, agents, representatives and attorneys have made no representations to Developer as to the non-applicability of Prevailing Wage Laws thereto.

**b. Compliance.** Developer shall comply, and shall ensure that its contractors and subcontractors comply, with all federal and state prevailing wage laws and labor code requirements applicable to public works and payment of prevailing wages (including the Davis-Bacon Act of 1931, California Labor Code Sections 1720 *et seq.*, California Labor Code Sections 1726 and 1781, and implementing regulations of the Department of Industrial Relations, all as amended), and such prevailing wage policies, if any, as set forth in the City of Winters Municipal Code (collectively, "**Prevailing Wage Laws**") in connection with construction and development of the Project. Except to the extent Developer obtains a ruling to the contrary from the Department of Industrial Relations or meets the requirements for exemptions for affordable housing, Developer shall, as required, comply with Prevailing Wage Laws, shall require the general contractor for the Project to comply with Prevailing Wage Laws, and, upon written request by Agency, submit certified copies of payroll records to Agency and to maintain and make records available to Agency and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Developer shall, as required, also include in its general contractor agreement and in all of its leases and other contracts, a provision, in form acceptable to Agency and/or City, as applicable, obligating the general contractor, or others as applicable, to require their respective contractors and/or subcontractors to comply with Prevailing Wage Laws, and to submit, upon request by Agency, and City, as applicable, certified copies of payroll records to Agency and City, as applicable, and to maintain and make such payroll records available to Agency and City, as applicable, and its designees for inspection and copying during regular business hours at the Property or at another location within the City of Winters.

c. **Prevailing Wages Waiver, Release and Indemnity.** As set forth in Section 607, below.

**208.3 Relocation.** If applicable, Developer shall submit to Agency a complete relocation plan for all tenants occupying the Project when the Project is acquired by Developer for Agency's review and approval. Developer shall also comply with all applicable local, state, and federal statutes and regulations and Relocation Assistance Law (as defined in Section 607.1a, below) with respect to relocation planning-advisory assistance and payment of monetary benefits (collectively, "**Relocation Requirements**").

**209. Taxes and Assessments.**

**209.1 Payment of Taxes.** Developer shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Project or any portion thereof, subject to Developer's right to contest in good faith any such taxes. Developer shall remove or have removed any such levy or attachment, or assure the satisfaction thereof within thirty (30) days following the date of attachment or levy.

**209.2 Taxes.** Developer may apply for exemption from the payment of real or personal property taxes, including possessory interest taxes, on the Project. In the event Developer (including its operators or lessees or its and their successors or assigns) or any of Developer Parties is granted any exemption from the payment of real or personal property taxes of any nature, Developer shall remit to each Agency and City a payment in lieu of taxes (in an amount to be negotiated with and satisfactory to City and Agency) to compensate Agency and City for a portion of the real and personal property tax levy that City and Agency would have received but for the exemption (individually and collectively, "**Annual Payment**"). The amount of such Annual Payment due to each Agency and City shall be memorialized in either a separate agreement among Developer, Agency, and City, in form and content approved by Agency counsel and the City attorney or via an amendment to this Agreement ("**Annual Payment Agreement**"). The Annual Payment shall be payable on the date that the second installment of property taxes would otherwise have been due and payable. The Annual Payment shall be payable only out of and up to a maximum of fifty percent (50%) of residual receipts of the Project, after all mandatory debt service, operating expenses and fees have been paid; provided, however, that if all or any portion of any Annual Payment is not fully paid (regardless of whether not available from the fifty percent (50%) of residual receipts of the Project, or otherwise), any shortfall shall be carried forward and compounded, and shall become fully due and payable no later the date which is fifty-five (55) years following the date of recording of the Covenant or the Final Certificate of Completion, whichever occurs later. That portion of any Annual Payment which is not paid when due each year shall accrue interest at the lesser of ten percent (10%) per annum or the highest rate allowed by Applicable Laws. To the extent Developer fails to timely make any Annual Payment, or accrued interest thereon, City and/or Agency, in addition to their other rights and remedies, shall be entitled to record a lien upon the Project for the amount of such delinquent payment.

**210. Project Sign.** At Agency's sole discretion, Agency may require Developer to place and maintain on the Property, during construction, a sign indicating the respective roles of Developer and Agency in the Project.

## 211. Liens and Stop Notices.

**211.1 No Liens; Developer to Satisfy.** Developer shall not allow to be placed on the Property, or any City or Agency property, or any part thereof, any lien or stop notice. If a claim of a lien or stop notice is given or recorded affecting the Project, Developer shall within forty-five (45) days of such recording or service:

- a. pay and discharge the same; or
- b. affect the release thereof by recording and delivering to Agency or City, as applicable, a surety bond in sufficient form and amount; or
- c. Agency or City, as applicable, with other assurance which such entity deems, in its sole discretion, to be satisfactory for the payment of such lien or bonded stop notice and for full and continuous protection from the effect of such lien or bonded stop notice.

**211.2 Right of Agency to Satisfy Other Liens After Title Passes.** After Closing and prior to the completion the Project, and after Developer has had written notice and has failed after a reasonable time, but in any event not more than sixty (60) days, to challenge, cure, adequately bond against, or satisfy any liens or encumbrances which are not otherwise permitted under this Agreement, Agency shall have the right, but not the obligation, to satisfy any such liens or encumbrances without further notice to Developer. In such event Developer shall be liable for and Agency shall be entitled to reimbursement by Developer for such paid lien or encumbrance.

## 212. Certificate of Completion.

**212.1 Partial and Temporary Certificates of Completion.** Upon request by Developer and in Agency's sole discretion, following completion of certain aspects of the Improvements (as determined by Agency) in accordance with this Agreement and the Covenant and in the manner and within the time periods provided therein, Agency may furnish Developer with (a) a "**Partial Certificate of Completion**" as to certain aspects or portions of the Improvements, or (b) a "**Temporary Certificate of Completion**" as to individual buildings in which the Affordable Units are located, as such are completed. Any such Partial Certificate of Completion or Temporary Certificate of Completion shall be substantially in the form of Attachment No. 9 attached hereto. No Temporary Certificate of Completion shall be conclusive determination of satisfactory completion of any aspect or portion of the Improvements, and every Temporary Certificate of Completion shall automatically expire forty-five (45) days after issuance thereof. No certificate of occupancy may be issued on the basis of an Temporary Certificate of Completion. Any Partial Certificate of Completion shall be, and shall state that it is conclusive determination of, satisfactory completion only of those aspects or portions of the Improvements as specified therein; if none is or are specified, such Partial Certificate of Completion shall be invalid ab initio. No Partial Certificate of Completion or Temporary Certificate of Completion shall constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance Improvements, the Project, or any part thereof. No Partial Certificate of

Completion or Temporary Certificate of Completion is a notice of completion as referred to in California Civil Code Section 3093.

**212.2 Final Certificate of Completion.** Following completion of the Project including all of the Improvements in accordance with this Agreement and the Covenant and in the manner and within the time periods provided therein, Agency shall furnish Developer with a "Final Certificate of Completion" substantially in the form of Attachment No. 9 attached hereto. Agency shall not unreasonably withhold, condition or delay such Final Certificate of Completion. The Final Certificate of Completion shall be, and shall state that it is, conclusive determination of satisfactory completion of the Improvements required by this Agreement and the Covenant. The Final Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of any mortgage, or any insurer of a mortgage securing money loaned to finance Improvements, the Project, or any part thereof. The Final Certificate of Completion is not a notice of completion as referred to in California Civil Code Section 3093.

### **213. Mortgage, Deed of Trust, Sale and Lease-Back Financing.**

**213.1 No Encumbrances Except Mortgages, Deeds of Trust, or Sale and Lease-Back for Development.** Mortgages and deeds of trust are permitted before completion of the Project, but only for the purpose of securing the Construction Financing. Mortgages and deeds of trust are permitted after completion of the Project, but only for the purpose of securing the Governmental Financing and Permanent Financing (as those terms are defined in Section 403) if and as approved by Agency. Developer covenants and agrees, on behalf of itself and its successors and assigns, that it shall not enter into any conveyance for such financing without the prior written approval of Agency's Executive Director, which approval shall not be unreasonably withheld, conditioned or delayed. Developer shall notify Agency in advance of any proposed mortgage or deed of trust. The words "mortgage" and "deed of trust" as used hereinafter shall include sale and lease-back financing.

**213.2 Holder Not Obligated to Construct Improvements.** The holder of any mortgage or deed of trust authorized by this Agreement shall not be obligated by the provisions of this Agreement to construct or complete the Improvements or to guarantee such construction or completion. Nothing in this Agreement shall be deemed to or be construed to permit or authorize any such holder to devote the Property to any uses or to construct any improvements thereon other than those uses or Improvements provided for or authorized by this Agreement.

**213.3 Notice of Default to Mortgagee or Deed of Trust Holders; Right to Cure.** With respect to any mortgage or deed of trust granted by Developer as provided herein, whenever Agency shall deliver any notice or demand to Developer with respect to any breach or default by Developer hereunder, Agency shall at the same time deliver to each holder of record of any mortgage or deed of trust authorized by this Agreement and superior to the Performance Documents ("**Mortgagee**"), a copy of such notice or demand, provided that Developer has given Agency prior written notice of the name and notice address of such holders of record. No notice of default shall be effective as to the holder unless such notice is given. Each such holder shall (insofar as the rights of Agency are concerned) have the right, at its option, within sixty (60) days after the receipt of the notice, to cure or remedy or commence to cure or remedy any such

default and to add the cost thereof to the mortgage debt and the lien of its mortgage. Nothing in this Agreement shall be deemed to permit or authorize such holder to undertake or continue the construction or completion of the Project (beyond the extent necessary to conserve or protect the Improvements or construction already made) without first having expressly assumed Developer's obligations to Agency by written agreement satisfactory to Agency. Any such holder properly completing Improvements as required under this Agreement shall be entitled, upon compliance with the requirements of this Section 213, to a Partial Certificate of Completion with respect to that portion of the Improvements so completed.

#### **213.4 Right of Agency to Cure Mortgage or Deed of Trust Default.**

Agency shall have the right to record a request for notice of default in a form satisfactory to Agency in its sole discretion. If a mortgage or deed of trust default or breach by Developer prior to completion of the Project, and the holder of any mortgage or deed of trust has not exercised its option to cure the default, Agency may cure the default, without acceleration of the subject loan, following prior notice thereof to Developer. In such event, Developer shall be liable for, and Agency shall be entitled to reimbursement from Developer of, all costs and expenses associated with and attributable to the curing of the mortgage or deed of trust default or breach of this Agreement by Developer and incurred by Agency in curing such default. Agency shall also be entitled to record a lien upon the Project to the extent of such incurred costs and disbursements. Any such lien shall be subject to prior encumbrances and deeds of trust. If the ownership of the Project has vested in the holder, Agency, if it so desires, may elect to purchase the Project from the holder upon such terms as are mutually acceptable to Agency and the holder. Developer shall ensure that any mortgage or deed of trust granted by Developer contains provisions reflecting the terms and conditions of this Section 213.4.

**214. Greenhouse Gas Credits.** Any and all emissions credits, greenhouse gas credits, carbon credits, pollution credits, green tags, environmental credits, renewable energy certificates, and other similar credits and allowances (including those governed by California's AB-32, the Regional Greenhouse Gas Initiative, the Kyoto Protocol, the Montreal Protocol, and similar programs) which now or in the future exist, are generated, or are receivable by or allocable to the Project (individually and collectively, "**Credits**") shall belong to Agency. As such, Developer for itself and on behalf each and all Developer Parties hereby assigns the Credits to Agency, and Agency accepts each such assignment. Developer Parties shall cooperate with Agency in the licensing, sale, trading and/or other transfer or use of such Credits, at no cost to Agency, and in accordance with Section 718. In the event the Credits must be owned or administered by City, then all references in this Section to "**Agency**" shall be deemed to be to City. Nothing in this Section is intended or shall be construed to create any Developer obligation to identify or determine whether or not such Credits exist or the Project is eligible therefor.

### **300. COVENANTS, RESTRICTIONS AND AGREEMENTS**

**301. Use Covenants.** Developer covenants and agrees for itself and each of the Developer Parties, that the development, use, maintenance, and operation of the Project shall all be in accordance with the terms and in substantially the form of the Covenant, the uses specified in the Redevelopment Plan, and this Agreement for the periods of time specified therein, which Covenant shall run with the land. The Covenant together with the Performance Deed of Trust

shall be recorded against the Project upon Closing; each shall occupy a lien priority acceptable to Agency in its sole discretion.

**302. Unilateral Release as to Agency Property or City Property.** Notwithstanding anything in this Agreement (including any of the Attachments) to the contrary each City and Agency (as applicable) may unilaterally release from the requirements of this Agreement (including the Performance Deed of Trust, the Memorandum, the Notice of Affordability Restrictions on Transfer of Property, and/or the Covenant, as applicable) those portions of the Property, Improvements, or Project which are dedicated, granted, transferred to, or otherwise acquired by, the Agency or City (as applicable) upon recordation of a notice specifying the scope of such release and identifying portions of the Property, Improvements, and/or Project being so released.

**303. Improvements.** Developer covenants and agrees for itself and each of the Developer Parties that the Project shall be used for development, maintenance, and operation thereof of a seventy-four (74) unit permanent rental residential housing complex comprised of twelve (12) one-bedroom units, twenty-six (26) two-bedroom units, thirty-two (32) three-bedroom units, and four (4) four-bedroom units (each, a "**Project Unit**" and collectively, the "**Project Units**"), together with parking, a community building (housing laundry facilities, management office, ADA accessible bathrooms, fitness room and community room) and outdoor recreational facilities (including a swimming pool, spa, playground area, and covered picnic area) (collectively, "**Improvements**"). The defined term "Improvements" expressly excludes any public improvements or Park improvements; any public improvements or Park improvements are separately required under, and separately addressed by, conditions of approval imposed by City (including the Public Improvements Agreement and any other agreements implementing or related to any conditions of approval), and any other agreements between or among Developer, any Developer Parties, and City.

**304. Affordable Units.** Forty-nine percent (49%) of the Project Units shall be income restricted as follows: Nineteen (19) Project Units shall be affordable to Extremely Low Income Households and seventeen (17) Project Units shall be affordable to Very Low Income Households; each of those income restricted Project Units is referred to herein as an "**Affordable Unit**" and collectively as the "**Affordable Units**." The specific type and location of the Affordable Units shall be subject to Agency's prior written approval, but shall be generally as reflected in the Proforma. If the number of Project Units is reduced, the number of Affordable Units pursuant to this Agreement (including the Covenant) would need to be reduced accordingly so that the Project does not constitute a "low-rent housing project" as that term is defined in Section 1 of Article XXXIV of the California Constitution; the nature of any such reduction shall be subject to Agency's written approval and may trigger a corresponding reduction in the Financial Assistance.

**305. Rent and Income Restrictions.** The Affordable Units (other than legally-required manager's unit(s), if any) shall only be rented to Eligible Households, at rental rates no greater than that considered as affordable rent for Very Low Income Households or Extremely Low Income Households, as applicable to the Eligible Household, adjusted for family size appropriate to the unit, pursuant to California Health and Safety Code Section 50053, as amended, or any successor statute thereto ("**Affordable Rent**"). "**Area Median Income**" means

the median household income (adjusted for family size appropriate to the unit) of the Metropolitan Statistical Area in which Yolo County is located, as established by California Health and Safety Code Section 50093, as amended or any successor statute thereto. "**Adjusted for family size appropriate to the unit**" shall have the meaning set forth in California Health and Safety Code Section 50053, as amended, or any successor statute thereto. To the extent other regulatory covenants are in effect with respect to the Project (in addition to the Covenant), the most stringent income and rent requirements shall control; to the extent permitted by Community Redevelopment Law, the income and rent requirements shall conform with California Tax Credit Allocation Committee procedures. To the extent permitted by law, preference in renting the Affordable Units shall be given to Eligible Households whose members live or work in Winters.

**306. Property Manager.** Developer plans to enter into a separate professional services agreement with a property management company or other organization ("**Property Manager**") as acceptable to Agency in order to operate the Project (including leasing, property management, and maintenance and repair services as set forth in more detail in the Covenant) and ensure that Developer's obligations (under this Agreement, the Performance Documents, Applicable Laws, and otherwise) with respect to the Project are satisfied ("**Management Agreement**"). The Property Manager shall have at least five (5) year's experience in the ownership, operation and management of similar size rental housing projects, and at least one year's experience in the ownership, operation and management of rental housing projects containing below-market-rate units, without any record of material violations of discrimination restrictions or other Applicable Laws applicable to such projects. Developer shall provide documentation to the Agency as is reasonably necessary to evaluate the proposed Property Manager's experience and qualifications. No Property Manager shall be hired, or Management Agreement signed, without Agency's prior approval thereof, which shall not be unreasonably withheld.

#### **400. FINANCIAL PROVISIONS**

**401. Evidence of Financing and Loan Closings.** Within the time established in the Schedule of Performance, Developer shall obtain and submit to Agency evidence, in a form acceptable to Agency, that it has obtained firm commitments for debt and equity financing necessary to undertake the design, development, construction and operation of the Project, including the Developer Financing (defined below), in accordance with this Agreement. Agency's Executive Director shall approve or disapprove such evidence of financing commitments within the time established in the Schedule of Performance; Agency's approval shall not be unreasonably withheld. If Agency's Executive Director shall reasonably disapprove any such evidence of financing, the Executive Director shall do so by written notice to Developer stating the reasons for such disapproval and, thereafter, Developer shall utilize good faith, diligent efforts to promptly obtain and submit to Agency new evidence of financing. Agency's Executive Director shall approve or disapprove such new evidence of financing in the same manner and within the same times established in the Schedule of Performance for the approval or disapproval of the evidence of financing as initially submitted to Agency. In the event Agency disapproves Developer's evidence of financing commitments or Developer fails to obtain and deliver the evidence of financing commitments to Agency as provided above, then either party may terminate this Agreement as provided herein by notice to the other party and, thereafter,

neither party shall have any rights or obligations hereunder. Prior to or simultaneous with Closing, the Construction Financing and Governmental Financing shall have closed.

**402. Financial Assistance.** Financial assistance extended for the Improvements shall consist of a grant of tax exempt bonds from the Agency not to exceed One Million, Three Hundred Thousand Dollars (\$1,300,000) ("**Financial Assistance**") No portion of Financial Assistance shall be utilized for ineligible costs as set forth in California Health & Safety Code Section 33334.2(e). All disbursements shall be held by Developer in trust and applied by Developer solely for the purposes for which the funds have been disbursed. Agency is not obligated to monitor or determine Developer's use or application of the disbursements. In consideration of Developer's obligations hereunder, including Developer's obligation to develop and construct the Project, and provide Affordable Units on the Property, Agency agrees to extend to Developer the Financial Assistance subject to the terms and conditions of this Agreement, including Developer's fulfillment of the Conditions Precedent, as set forth below. If any of the Conditions Precedent are not satisfied or expressly waived by December 31, 2010 ("**Outside Date**") this Agreement and any related City or Agency obligations, liabilities, or funding or other commitments shall automatically terminate with no liabilities to or remaining obligations of either Agency or City.

**402.1 Conditions Precedent.** The conditions precedent set forth in this Section 402.1 are conditions precedent (individually and collectively, "**Conditions Precedent**") to both Closing and disbursement of the Financial Assistance, or any portion thereof. In no event shall Agency be required to disburse any Financial Assistance before Closing and satisfaction or waiver of all Conditions Precedent. The Conditions Precedent are solely for the benefit of Agency, and shall be fulfilled or waived by the time periods provided for herein.

**a. No Default.** Subject to the expiration of any applicable cure period, Developer shall not (a) be in Default of any of its obligations under the terms of this Agreement; nor (b) be in default under any of the this Agreement or the Performance Documents; and (c) all representations and warranties of Developer contained in each of this Agreement and the Performance Documents shall be true and correct.

**b. Execution of Documents.** Developer shall have executed this Agreement, and executed and acknowledged in recordable form the Memorandum of Agreement, the Covenant, the Performance Deed of Trust, the Agency Deed of Trust, the Public Improvements Agreement, the Annual Payment Agreement, and any other documents required hereunder or necessary to Closing, and delivered such documents into Escrow.

**c. Insurance.** Developer shall have provided proof of the insurance required under this Agreement.

**d. Financial Statements and Reports.** With respect to the rental of the Affordable Units, upon Agency's request Developer shall have delivered to Agency the financial statements and written annual statements required under this Agreement, and Agency shall have approved the same.

**e. Disbursement Requests, Documentation.** Financial Assistance disbursements shall by Agency to Developer only be made upon prior written request of Developer to Agency specifying the amount of the requested disbursement and the eligible use therefor, together with such other documentation as Agency may require. Agency shall have a period of fifteen (15) business days in which to either request additional documentation or release the requested disbursement.

**f. Operating and Partnership Agreements.** Developer shall have delivered to Agency, and Agency shall have approved, Developer's operating and partnership agreements, by-laws, or similar applicable documents, together with all amendments thereto.

**g. Payment of Property Taxes.** No ad valorem property taxes or assessments assessed with respect to the Project shall be delinquent.

**h. Project Feasibility.** Developer shall have demonstrated to Agency's and City's reasonable satisfaction, that the Developer Financing, Financial Assistance, and Project equity are in balance with Project Costs, and that the Project is financially and otherwise feasible.

**i. Evidence of Financing and Loan Closings.** To the extent not previously delivered, Developer shall deliver to Agency evidence that Developer has obtained all approvals necessary for land acquisition and Developer Financing approvals and commitments for the Project as acceptable to and approved by Agency, and which shall have closed or be ready to close concurrent with Closing, and Agency shall have approved the same.

**j. Design Review.** Basic Concept Drawings, Design Development Drawings or Construction Drawings shall have been approved by Agency and City as provided in this Agreement.

**k. Construction and Completion Bonds.** Developer shall have posted the Bonds as set forth in Section 206.

**l. Project Operation.** Agency shall have approved the Property Manager, and Developer shall have delivered to Agency, Agency shall have approved and Developer shall have entered into the Management Agreement as set forth in Section 306.

**m. Permits and Land Use Approvals.** Developer shall have duly submitted an application for the Project and obtained all permits, land use approvals, and other entitlements required for the Project (whether pursuant to this Agreement or Applicable Laws), the period for administrative and legal challenge to such permits, land use approvals, and entitlements shall have expired, Developer shall have satisfied all conditions of approval imposed by City, and City shall be ready to issue building permits for the construction of the Project upon the payment of the applicable fees by Developer.

**n. Payment of Development Fees.** Developer shall have paid to City, when due, all development fees required in connection with the Project.

**o. Construction Contract.** Developer shall have secured a guaranteed maximum price contract for the Project in a form reasonably satisfactory to Agency.

**p. Escrow Instructions.** The parties will execute Joint Escrow Instructions in substantially the form attached hereto as Attachment No. 10 and incorporated by reference. The parties may execute supplemental escrow instructions as set forth therein.

**q. Environmental Compliance.** The following items (i), (ii) and (iii) are collectively referred to herein as "**Environmental Compliance.**"

**i. CEQA Compliance.** Developer shall have complied with (a) all applicable requirements of the California Environmental Quality Act, California Public Resources Code Sections 21000 *et seq.* ("**CEQA**"), CEQA guidelines, and implementing regulations (all as amended from time to time); (b) any necessary properly noticed public hearings shall have taken place; (c) City Council and Planning Agency shall have adopted resolutions certifying the CEQA documents; and (d) applicable statutes of limitations shall have expired.

**ii. NEPA Compliance.** Developer shall have complied with (a) all applicable requirements of the National Environmental Protection Act of 1969, 42 U.S.C. Section 4321, *et seq.*, NEPA guidelines, and implementing regulations (all as amended from time to time); (b) any necessary properly noticed public hearings shall have taken place; (c) all necessary documents shall have been approved or certified by responsible agencies, whether by resolution or as otherwise allowed; and (d) any applicable statute of limitations has expired. Such compliance shall include full and final satisfaction of applicable requirements relating to the California Tiger Salamander ("**CTS**") of (a) the U.S. Fish and Wildlife Service, (b) the Federal Endangered Species Act, 16 U.S.C. Section 1531, *et seq.* ("**FESA**"), FESA guidelines, and implementing regulations (all as amended from time to time), together with securing a final finding of no significant impact letter from appropriate authorities ("**FONSI**") and providing a copy thereof to Agency.

**iii. Indemnity.** Developer shall defend, indemnify and hold harmless the Indemnitees from and against any and all present and future Claims arising out of or in any way connected with Environmental Compliance or City's or Agency's termination of this Agreement for any reason, including those related to this Section 402.1.

**r. Agreement Public Review and Approval.** A properly-noticed public hearing on this Agreement shall have taken place and Agency and City Council, as applicable, shall have adopted resolutions approving this Agreement, subject to non-substantive modifications and amendments hereof. Neither City nor Agency is or shall be considered to be, obligated by this Agreement, or otherwise, to approve this Agreement or any other agreement.

**s. Relocation Requirements.** Satisfaction of any and all applicable Relocation Requirements, as defined in Section 208.3 above.

**402.2 Conditions Subsequent.** The Conditions Subsequent are solely for the benefit of Agency, and which shall be fulfilled or waived by the time periods provided for herein. Regardless of any disbursements of Financial Assistance or other performance by

Developer, Agency, or City under this Agreement, in no event shall Agency be required to disburse any further Financial Assistance nor shall Agency or City be required to perform (or continue performance of) other obligations as set forth in this Agreement or otherwise related to the Project if any of the following conditions subsequent (individually and collectively, "**Conditions Subsequent**") occur.

a. Without the prior written consent of Agency except as expressly permitted by the Agreement or the Covenant, Developer shall not directly or indirectly, voluntarily or involuntarily sells, assigns, transfers, disposes of or further encumbers or agrees to sell, assign, transfer, dispose of or further encumber or suffers to exist any other lien against all or any portion of or any interest in the Project, except for any sale or transfer which is expressly permitted by the terms of this Agreement. For the purpose of this Section, the terms "**sell**" and "**transfer**" shall include, in addition to the common and ordinary meaning of those terms and without limiting their generality, transfers made to subsidiary or affiliated entities, and any "**change in ownership**" as that term is used from time to time in California real property taxation law, irrespective of the fact that the Project may be exempt from such transaction during the period when owned by Agency.

b. Subject to extensions pursuant to Section 702 of this Agreement, if Developer fails to commence or complete construction and development of the Project (including installation of the Improvements or any portion thereof) within the time set forth in the Schedule of Performance; or

c. Once construction has been commenced, if Developer fails to diligently prosecute construction or development of the Project including installation of the Improvements or any portion thereof through completion, where such failure has not been cured within three (3) months after Developer's receipt of written notice thereof from Agency; or

d. If Developer abandons or substantially suspends construction and development of the Project (including installation of the Improvements or any portion thereof) for a period of three (3) months after Developer's receipt of written notice of such abandonment or suspension from Agency.

**402.3 No Disbursements Required.** Notwithstanding satisfaction of any of the Conditions Precedent, the Conditions Subsequent, or any prior disbursements of any Financial Assistance, Agency shall not be required to make any or further disbursements of Financial Assistance, or close the transaction contemplated by this Agreement, if Developer or any of its successors or assigns (including Partnership) in Default under the Covenant, the Agreement, or any other obligation to Agency or City whether or not related to the Project.

#### **402.4 Reimbursement of Surplus Funds.**

a. The purpose of Financial Assistance under this Agreement is to provide financial assistance to Developer in an amount equal to the difference between the amount of third-party financing that Developer is able to secure and actual Project Costs ("**Funding Gap**"), with such Financial Assistance not to exceed a maximum amount of One Million Three Hundred Thousand Dollars (\$1,300,000). Such figure is based on the Proforma.

If the actual Project Costs are less than those indicated on the final, approved Proforma, the Funding Gap and thus Financial Assistance will be reduced by an amount equal to the difference between such Proforma and actual Project Costs ("**Cost Underruns**"), on a dollar for dollar basis as set forth in subsection (b) below.

**b.** Upon issuance of the Final Certificate of Completion, and completion of the Project, Developer shall provide Agency with a cost certification in the format used by the California Tax Credit Allocation Committee ("**Cost Certification**") showing a detailed itemization of Project Costs and expenses, including external and internal payments, allocations, disbursements, and any and all sums received or expended by Developer in connection with the Project, and supporting Documentation (defined below). Agency and City, as applicable, will review the Cost Certification and Documentation within thirty (30) days of receipt and either (i) issue written approval thereof; or (ii) identify with reasonable specificity any portions or items which are insufficient to support Developer's request for payment, and shall request such and other Documentation as Agency or City deems necessary. If Agency or City proceeds pursuant to (ii) of the preceding sentence, Agency shall provide Developer with written approval of the Cost Certification when Agency or City, as applicable, is satisfied as to the sufficiency of the additional Documentation received. In the event there are Cost Underruns, Developer shall pay such sums to Agency and City on a prorata basis according to the amount of Financial Assistance disbursed by each, upon the first to occur of (a) the tax credit investor's final capital contribution; or (b) one hundred eighty (180) days from the date the Cost Certification is executed.

**c.** "**Documentation**" as used in this Agreement, means collectively, change orders, requests for clarifications, contracts with contractors, subcontractors and suppliers, inspector notes, testing, correspondence, submittals, samples, shop drawings, materials lists, invoices, receipts, reimbursable expenses, vouchers, purchase orders, books of account, records, financial information notes, daily logs, detailed list of daily labor, equipment used and related costs including rental costs, time cards and payrolls, and memoranda, pledges, hypothecations, promissory notes or similar agreements, any and all other data or financial information and Developer's books and records related to the Project (including Project Costs and the Cost Certification).

**d.** Each of Agency and City shall have the right, upon written notice to Developer, and during normal business hours, to inspect, examine and audit the Documentation. Developer shall pay all costs associated with such audit if Agency or City determines that the Cost Certification and/or Project Costs were overstated, and/or the Documentation provided to Agency or City was materially incomplete, false, or misleading.

**403. Developer Financing.** In addition to Financial Assistance, Developer shall seek approval of Governmental Financing, Construction Financing, and for Permanent Financing (as those terms are defined in Section 501.5 below) all as necessary for construction and long term financing of the Project. Developer shall complete all actions necessary to secure all approvals and commitments necessary to effectuate Developer Financing (defined in Section 501.5 below), or other alternative funding, as the case may be, in an amount satisfactory to design, develop, construct, and operate the Project. Each of City and Agency shall have the right to record a

request that Agency receive notice of any default by Developer under Developer Financing or other financing obtained by Developer with respect to the Project.

**404. Distribution of Foreclosure Proceeds.** The proceeds generated by any Foreclosure (defined below) of the Project or any portion thereof ("**Proceeds**") shall be distributed as follows: (i) first, all senior liens and encumbrances on the Project shall be fully paid from the Proceeds; (ii) second, Agency shall be paid the difference between the appraised value of the completed Project (or applicable portion thereof) as restricted by the Affordability Restrictions ("**Restricted Value**") and the Proceeds ("**Differential**"); (iii) third, any remaining Proceeds shall be distributed in accordance with California Civil Code Section 2924k(3). The Differential shall be deposited in Agency's housing trust fund. Developer expressly acknowledges and agrees that each of this Agreement, the Performance Deed of Trust, and the Agency Deed of Trust constitutes a lien against the Project and the Differential, including in accordance with California Civil Code Section 2872 and 2924 to 2924h, inclusive ("**Differential Lien**"). In the event of a Foreclosure, for purposes of distribution of the Differential only, the Differential Lien shall be considered a junior lien or encumbrance within the meaning of California Civil Code Section 2924k(3). Developer hereby irrevocably instructs any holder of the Differential or similar proceeds generated by a Foreclosure to immediately disburse the Differential to Agency, and agrees to defend, indemnify and hold Agency and such holder harmless from any and all claims related to such distribution. As used herein, "**Foreclosure**" means any judicial or non-judicial foreclosure, trustee's sale, deed-in-lieu transfer, short sale, or similar transaction.

## **500. SUBORDINATION.**

### **501. Conditions to Subordination.**

**501.1 Agency Consideration of Subordination.** Agency shall consider subordination of the Performance Documents if required by Approved Lenders extending Developer Financing or under an Extended Use Agreement, subject to requirements set forth herein and otherwise in the Performance Documents, as applicable, upon written request by Developer, and upon terms and conditions reasonably approved by Agency. Determinations regarding subordination of the Performance Documents or Affordability Restrictions shall be made by the Agency Board; such authority is not delegated to Agency's Executive Director hereunder or under the Covenant.

**501.2 Pre-Conditions to Subordination.** Any subordination of the Affordability Restrictions shall be in accordance with Community Redevelopment Law, including to the requirements of California Health and Safety Code Section 33334.14. In addition, as a precondition to any subordination of any or all of the Performance Documents, each senior lender shall include in its subordination agreement and deed of trust conditions substantially similar to the following conditions: (i) Agency shall receive any notices of default issued by such lender to Developer; (ii) Agency shall have the right to cure any default by Developer within forty-five (45) days after a notice of default; (iii) if Agency takes title to the Project and offers to assume the obligations of Developer under the senior loan documents, the senior lender shall apply its normal underwriting process to evaluation of the proposed assumption and if, following the conclusion of such underwriting process, such senior lender

accepts Agency as a successor to Developer as obligor under the senior loan document, then such senior lender shall not exercise its rights to accelerate its loan by reason of transfer to Agency of title to the Project, or any portion thereof; and (iv) Agency shall have the right to transfer the Project to a nonprofit corporation.

**501.3 Agency Right to Approve.** Agency shall have the right to review and approve the terms and conditions of any senior financing and subordination agreements, which approval shall not be unreasonably withheld. Agency shall have the right to record a request that Agency receive notice of any default by Developer under any liens or agreements superior to any of the Performance Documents. In no event shall Agency have any obligation to subordinate any of the Performance Documents other than to an Approved Lender.

**501.4 Implementation.** To implement any such subordination, Agency agrees to cooperate with Developer and execute such subordination agreements and/or intercreditor agreements that may be reasonably required, in form and content approved by Agency counsel. Notwithstanding anything to the contrary in this Agreement, or in any subordination or intercreditor agreement, the terms and conditions of the Performance Documents shall remain in lien position no lower in priority than third position and only the modifications thereof agreed to by Agency in writing can be construed to be junior obligations, liens or encumbrances.

**501.5 Definitions.** Governmental Financing, Construction Financing, and Permanent Financing are collectively referred to herein as "**Developer Financing**." "**Governmental Financing**" means, individually and collectively, one or more loans or grants in the form of governmental or quasi-governmental sources, which may or may not include HUD Section 202 financing, federal and state low income housing tax credits as governed by Section 42 of the Internal Revenue Code (each, a "**Tax Credit**"), State of California's Department of Housing & Community Development, and/or USDA financing and extended by one or more reputable financial institution(s) approved by the Agency; see also Section 208.2 regarding Prevailing Wage Laws. "**Construction Financing**" means construction financing extended by one or more reputable financial institution(s) approved by Agency. "**Permanent Financing**" means permanent financing extended by one or more reputable financial institution(s) approved by Agency. Agency shall have the right to review and reasonably approve or disapprove the terms and conditions of any Developer Financing. "**Extended Use Agreement**" means any extended low-income housing commitment (as such term is defined in Section 42(h)(6)(B) of the Internal Revenue Code) recorded against the Project. An "**Approved Lender**" is a reputable financial institution or similar lender approved by Agency in writing in Agency's reasonable discretion.

## **502. Subordination of Covenant and Performance Documents.**

**502.1 To Extended Use Agreements.** Agency shall consider subordination of the Performance Documents to those Extended Use Agreements recorded against the Project; provided, however, that any such Extended Use Agreement, by its terms, must terminate upon foreclosure under the Performance Deed of Trust or upon a transfer of the Project by instrument in lieu of foreclosure, in accordance with Section 42(h)(6)(E) of the Internal Revenue Code and all California State and Federal Regulations promulgated under Section 42 of the Internal Revenue Code or legislation or regulations thereunder, subject to all limitations upon evictions,

**602. Institution of Legal Actions.** Except as otherwise specifically provided herein, upon the occurrence of a Default, the non-defaulting party shall have the right, in addition to any other rights or remedies, to institute any action at law or in equity to cure, correct, prevent or remedy any Default, or to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in an appropriate municipal court in that County or in the Court of Appeal Third Appellate District of the State of California, as applicable. Notwithstanding anything herein to the contrary, Developer's right to recover damages in the event of a Default by Agency shall be limited to recovery of actual damages and shall exclude consequential damages.

**603. Termination.** This Agreement may be terminated (i) if there is an uncured Default, by written notice from the party not in Default; (ii) if there is a failure of a condition (which is not waived by the party whom the condition benefits) by notice from the party whom the condition benefits; or (iii) otherwise in accordance with the provisions of the Agreement, including Sections 102, 401, 402 or 719 hereof. In the event of termination due to a failure by Developer under such Sections, neither Agency nor Developer shall have any further rights against Agency or City, neither Agency nor City shall have any liability to Developer and neither City nor Agency shall have any obligation to make any further disbursements of Financial Assistance.

**604. Acceptance of Service of Process.** In the event that any legal action is commenced by Developer against Agency or City, service of process on Agency shall be made by personal service upon the Executive Director or in such other manner as may be provided by Applicable Laws and service of process on City shall be made by personal service upon the City Manager or in such other manner as may be provided by Applicable Laws. In the event that any legal action is commenced by Agency or City against Developer, service of process on Developer shall be made by personal service upon Central Valley Coalition for Affordable Housing Development, Christina Alley, Chief Executive Officer, or in such other manner as may be provided by Applicable Laws.

**605. Rights and Remedies Are Cumulative.** The rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same Default or any other Default by the other party, except as otherwise expressly provided herein.

**606. Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

## 607. Waiver, Release, Indemnity.

### 607.1 Waiver and Release.

a. Developer on behalf of itself, and each of the Developer Parties hereby fully releases and discharges each of Agency and City and its and their respective officials, officers, employees, volunteers, agents and representatives and each of them (collectively, "**Indemnitees**") from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys' fees and costs) (collectively, "**Claims**") of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, arising out of or in any way connected with or otherwise based upon any or all of the following:

i. Obligations of Developer or any Developer Parties obligation to comply with all Applicable Laws and Prevailing Wage Laws with respect to all or any portion of the Project, including the Improvements and any related off-site improvements (including if any collective bargaining entity, commences any action or administrative proceeding alleging any violation of Prevailing Wage Laws and any Claims made by contractors, subcontractors or other third party claimants (whether or not pursuant to Labor Code Sections 1726 and 1781, as amended and added by Senate Bill 966), by the California Department of Industrial Relations, or by the California Division of Labor Statistics and Research).

ii. Relocation of Developer's or Developer Parties' business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located at the Project, including the specific waiver and release of any right to any relocation benefits, assistance and/or payments under Government Code Section 7260, *et seq.* or other Applicable Laws (collectively, "**Relocation Assistance Law**"), notwithstanding that such relocation benefits, assistance and/or payments may be otherwise required under Relocation Assistance Law.

iii. Any tenant or subtenant of the Project or any other person or entity claiming a right to use or occupy the Project pursuant to a written or oral agreement with Developer or any Developer Parties, including any claims for leasehold bonus value, furniture fixtures and equipment, loss of business goodwill or assistance or benefits provided for under Relocation Assistance Law.

iv. Obligations of Developer or Developer Parties to comply with all Applicable Laws with respect to the Project, including Environmental Laws, Prevailing Wage Laws, and Public Contracts Code requirements.

v. Release, use, generation, discharge, storage or disposal of any Hazardous Materials on, under, in or about, or the transportation of any Hazardous Materials to or from, the Project or any portion thereof in violation, or alleged violation, of any Applicable Laws, no matter when occurred, except to the extent caused by Indemnitees; including any damage, liability, fine, penalty, parallel indemnity, cost or expense arising from or out of any claim, action, suit or proceeding for bodily injury (including sickness, disease or death), tangible or intangible property damage, compensation for lost wages, business income, profits or other

economic loss, damage to the natural resource or the environment, nuisance, trespass, contamination, leak, spill, release or other adverse effect on the environment.

vi. Any Default or breach by Developer or any Developer Parties of any provision of this Agreement.

vii. The subject matter of this Agreement, including the development, operating, maintenance or management of the Project, or the implementation hereof and for any damages to property or injuries to persons, including accidental death (including attorneys' fees and costs), which may be caused by any activities, errors, or omissions of Developer or Developer Parties under this Agreement or otherwise, including whether such activities or performance thereof be by Developer, any Developer Parties, or by anyone directly or indirectly employed or contracted with by Developer or any Developer Parties and whether such damage shall accrue or be discovered before or after termination of this Agreement.

viii. Any Default or breach by Agency (or City) or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement.

**b. California Civil Code Section 1542.** It is hereby intended that the releases contained in Section 607 relates to both known and unknown Claims that either Developer or any Developer Parties may have, or claim to have, against Indemnites with respect to the subject matter contained herein or the events relating thereto. By releasing and forever discharging Claims both known and unknown which are related to or which arise under or in connection with the items set out above, Developer on behalf of itself and all Developer Parties expressly waives any rights under California Civil Code Section 1542, which provides:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to the matters set forth in Section 607, Developer, for itself and all Developer Parties, hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542.

**607.2 Indemnity.** Developer shall defend (with counsel reasonably acceptable to Agency and City, as applicable), indemnify, assume all responsibility for, and hold Indemnites harmless from and against any and all present and future Claims arising out of or in any way connected with or otherwise based upon the matters set forth in this Section 607. All indemnity obligations contained in this Agreement expressly exclude Claims to the extent caused by City's or Agency's sole or active negligence or willful misconduct. Notwithstanding the foregoing sentence, each Participant shall be required to fully defend (with counsel reasonably acceptable to Agency and City) Agency and City against any and all Claims, regardless of the extent to which (or if at all) Agency and/or City is/are alleged or found to have caused or contributed to the Claim. The parties each acknowledge and agree that the defense, indemnification, protection and hold harmless obligations of the parties under this Section 607

are material elements of the consideration to the respective parties for the performance of their obligations under this Agreement, and that the parties would not have entered this Agreement unless such obligations were as provided for herein.

**608. Survival.** Developer's obligations under this Section 600 shall survive Closing, expiration or other termination of this Agreement, and issuance of any Partial, Temporary, or Final Certificate of Completion, and issuance of any certificate of occupancy.

## **700. GENERAL PROVISIONS**

**701. Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice to be provided under this Agreement shall be given in writing and shall be sent (a) for personal delivery by a delivery service that provides a record of the date of delivery, the individual to whom delivery was made, and the address where delivery was made; (b) by first-class certified United States mail, postage prepaid, return receipt requested; (c) by a nationally recognized overnight courier service and marked for next day business delivery; or (d) sent by facsimile (immediately followed by one of the preceding methods). All notices shall be addressed to the party to whom such notice is to be given at the property address stated herein or to such other address as a party may designate by written notice to the other. Any written notice, demand or communication shall be deemed received (a) immediately if delivered by personal deliver as provided hereinabove; (b) on the third (3<sup>rd</sup>) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; (c) upon receipt of verification of transmission if sent via facsimile provided a copy is sent the same day as provided hereinabove, and (d) on the next business day if sent via nationally recognized overnight courier and marked for next day business delivery. Notices sent by a party's attorney on behalf of such party shall be deemed delivered by such party.

To Agency: City of Winters Community Development Agency  
318 First Street  
Winters CA 95694  
Attention: Executive Director  
Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

With a copy to: McDonough Holland & Allen PC  
1901 Harrison Street, 9th Floor  
Oakland, CA 94612  
Attention: Susanne Meyer Brown, Esq.  
Telephone: (510) 273-8780  
Facsimile: (510) 839-9104

To City: City of Winters  
318 First Street  
Winters CA 95694  
Attention: City Manager  
Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

With a copy to: Meyers, Nave, Riback, Silver & Wilson  
555 Capitol Mall, Suite 1200  
Sacramento, CA 95814  
Attention: Steven P. Rudolph, Esq.  
Telephone: (916) 556-1531  
Facsimile: (916) 556-1516

To Developer Central Valley Coalition for Affordable Housing  
3351 M Street, Suite 100  
Merced, CA 95348  
Telephone: (209) 388-0782  
Facsimile: (209) 385-3770

With a copy to: Winters Pacific Associates  
430 E. State Street, Ste. 100  
Eagle, ID 83616  
Telephone: (208) 461-0022 ext. 3033  
Facsimile: (208) 461-3267

**702. Term of Agreement; Enforced Delay; Extension of Times of Performance.**

Subject to the limitations set forth below, performance by either party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; force majeure; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or acts or failures to act of City or any other public or governmental agency or entity (other than the acts or failures to act of Agency which shall not excuse performance by Agency). An extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of one hundred twenty (120) days, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of the Executive Director of Agency and Developer. Developer expressly agrees that adverse changes in economic conditions, either of Developer specifically or the economy generally, changes in market conditions or demand, and/or Developer's inability to obtain financing or other lack of funding to complete the Project shall not constitute grounds of enforced delay pursuant to this

or amendments to this Agreement (including as provided in Section 501.1), and approval of the Annual Payment and the Annual Payment Agreement, shall require the consideration, action and written consent of City Council and Agency Board, as applicable.

**708. Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

**709. Integration.** This Agreement (including Attachment Nos. 1 through 10, inclusive) constitute the entire understanding and agreement of the Agency and Developer, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect; provided, however, that Developer acknowledges and agrees that any conditions of approval imposed by City (including the Public Improvements Agreement and any other agreements implementing or related to any conditions of approval), and any other agreements between or among Developer, any Developer Parties, and City, whether existing before, on, or after the Date of Agreement, are separate from and in addition Developer's obligations under this Agreement. Each party is entering this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**710. Titles and Captions.** Titles and captions are for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

**711. Interpretation.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The words "**include**" and "**including**" shall be construed as if followed by the words "**without limitation.**" All exhibits and attachments to this Agreement are incorporated by reference as though fully restated herein. This Agreement shall be interpreted as though prepared jointly by both parties. The laws of the State of California, without regard to conflict of laws principles, shall govern the interpretation and enforcement of this Agreement.

**712. No Waiver.** A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement. No waiver by City or Agency of any of the Conditions Precedent or Applicable Laws shall be effective unless in a writing expressly identifying the scope of the waiver and signed by the waiving entity.

**713. Modifications.** Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party thereto.

**714. Severability.** If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by Applicable Laws.

**715. Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "**holiday**" shall mean all holidays as specified in California Government Code Sections 6700 and 6701. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

**716. Legal Advice.** Each party represents and warrants to the other the following: they have carefully read this Agreement, and in signing this Agreement, they do so with full knowledge of any right which they may have; they have received independent legal advice from their respective legal counsel as to the matters set forth in this Agreement, or have knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement; and, they have freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective officials, officers, agents, employees, volunteers, and representatives, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

**717. Time of Essence.** Time is of the essence with respect to the performance of each and every obligation and condition of this Agreement.

**718. Cooperation.** Each party agrees to cooperate with the other in the transaction and, in that regard, shall execute any and all documents which may be reasonably necessary, helpful, or appropriate to carry out the purposes and intent of this Agreement, including releases or additional agreements.

**719. Conflicts of Interest.** No member, officer, official, or employee of Agency or City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, officer, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

**720. Time for Acceptance of Agreement by Agency and City.** This Agreement, when executed by Developer and delivered to Agency and City, must be authorized, executed and delivered by each of Agency and City on or before ninety (90) days after signing and delivery of this Agreement by Developer or this Agreement shall be void, except to the extent that Developer shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

**721. Non-liability of Indemnitees.** No Indemnitees shall be personally liable to Developer, or any successor in interest, in the event of any Default or breach by Agency (or

City) or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement. Developer hereby waives and releases any claim it may have against any Indemnitee with respect to any Default or breach by Agency (or City) or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement. Developer makes such release with full knowledge of Civil Code Section 1542 and hereby waives any and all rights thereunder to the extent of the release, if such Section 1542 is applicable. Section 1542 of the Civil Code provides as follows:

"A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor."

As such relates to this Section 721, Developer hereby waives and relinquishes all rights and benefits that it may have under Section 1542 of the California Civil Code.

**722. Assignment By Agency of City.** Each of City and Agency may assign or transfer any of its rights or obligations under this Agreement with the approval of Developer, which approval shall not be unreasonably withheld; provided, however, that Agency and City may assign or transfer any of its interests hereunder to the other or any public or private entity controlled by the Agency or City at any time without the consent of Developer.

**723. Authorization.** Each individual or entity executing this Agreement on behalf of Developer represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Developer and that such execution is binding upon Developer.

**724. Attorneys' Fees.** In any action or proceeding which either party brings against the other to enforce its rights hereunder, the unsuccessful party shall pay all costs incurred by the prevailing party, including reasonable attorneys' fees, which amounts shall be a part of the judgment in said action or proceeding.

**725. Discretionary Approvals.** Each City and Agency shall act independently, reserving full and complete discretion with respect to any approvals without reference to this Agreement. As such, Developer acknowledges that (a) the execution of this Agreement does not constitute a commitment of either Agency or City to approve this Agreement, any general plan amendment, rezoning, or any other agreement, satisfy Applicable Laws, or make any findings, recommendations or issue approvals in favor of Developer; (b) no such action shall be effective unless and until approved by Agency, the Planning Commission, and the City Council in each of their sole discretion, as applicable; (c) neither Agency nor City will consider approval of the Project unless and until Agency or City (as applicable) has fully reviewed and considered the environmental impacts of the proposed Project in accordance with Environmental Laws as defined above; and (d) regardless of Environmental Compliance review, neither Agency nor City is obligated, by this Agreement or otherwise, fulfill any Environmental Compliance obligations or to adopt findings of overriding considerations for the approval of the Project or take any other action in support of the proposed Project, nor are they precluded, by this Agreement or otherwise, from rejecting the Project or from imposing mitigation measures as a condition of Project approval, which measures mitigate or avoid direct or indirect environmental effects of the

Project. Developer further acknowledges that nothing in this Agreement is intended to or shall prejudice or commit to City or Agency regarding the findings and determinations to be made with respect to the subject matter of this Agreement, nor shall either Agency or City shall be liable, in any respect, to Developer or any third party beneficiary of this Agreement for their action or inaction in approving this Agreement, granting or denying any discretionary approvals.

IN WITNESS WHEREOF, Agency and Developer have executed this Agreement on the respective dates set forth below.

**"DEVELOPER"**

CENTRAL VALLEY COALITION FOR AFFORDABLE HOUSING, a California non profit public benefit corporation

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**"AGENCY"**

CITY OF WINTERS COMMUNITY DEVELOPMENT AGENCY, a public body corporate and politic

Dated: \_\_\_\_\_

**"Date of Agreement"**

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

Name: \_\_\_\_\_

Its: Executive Director

ATTEST:

\_\_\_\_\_  
Agency Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Agency General Counsel

*[Signatures Continue on Following Page]*

As to Sections 209.2 (Taxes), and 706  
(City as Third Party Beneficiary):

**"CITY"**  
CITY OF WINTERS, a California municipal  
corporation

Dated:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: City Manager

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager   
**FROM:** Bruce K. Muramoto, Chief of Police  
**SUBJECT:** Public Safety Facility Professional Services Contract

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**RECOMMENDATION:**

Authorize the City Manager to sign Professional Services contact between the cities of Winters and West Sacramento.

**BACKGROUND:**

The Fire and Police Departments are housed in facilities that are functionally deficient, undersized for the efficient operations of the Departments, and inadequate to serve to serve the needs of the growing community.

The Public Safety Facility, Project No. 05-03, was established to design and construct a facility to house both Departments. On June 15, 2005, the City Council approved the selection of the site for the new facility. The site is located along West Main Street, north of Grant Avenue, off the future street being constructed with the Ogando-Hudson subdivision, and the land will be granted to the City with the Ogando-Hudson Final Map.

The Public Safety Facility project is currently in the final stages of plan check review. It is anticipated that the project will be put out to bid in the next 30 days. Both Chief's seek Council's approval to obtain additional professional services to assist in the preparation of construction and bid documents for the project. In addition, construction management services may be needed at various times during the project. The City of West Sacramento's proposal provides the City of Winters with project/construction management in the future if the need arises.

The City of West Sacramento has offered project management services to the City of Winters. These project management services include preparation of construction and bid documents for the new joint police and fire station and assistance with construction administration during construction. West Sacramento City Architect Randall Goodwin would be responsible for providing these services to the City of Winters. It should be noted that Mr. Goodwin was responsible for the project management of the West Sacramento City Hall complex and the recently completed Fire Station 45. Work will be charged on a T&M (time and materials) basis at \$72.00 per hour, not to exceed \$25,000.00 (Twenty Five Thousand Dollars) unless approved by the City of Winters.

#### Scope of Work

- Assistance with bidder's instructions and associated front end documents (General Conditions) into the construction documents and specifications.
- Construction administrative services. Including related submittal review, RFI responses and review of change orders.
- Work as described in the Winters PD/FD Facility Responsibility Matrix.

#### Exclusions

- Obtaining permits required for work specified in Scope of Work.
- Responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous substances, materials or wastes in any form at the project site, including but not limited to asbestos, asbestos products, PCB's or other toxic substances.
- Meetings or work not identified in the Scope of Work or responsibility matrix.
- Construction period services not specifically identified in the Scope of Work or responsibility matrix.

The contract has been reviewed and approved by City Attorney John Wallace.

#### **FISCAL IMPACT:**

The costs for contact Project Management Services for FY's 2009/2011 is not to exceed \$25,000.00.

Attachments: INTERAGENCY CONTRACT FOR SERVICES



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE:** May 19, 2009  
**THROUGH:** John W. Donlevy, Jr., City Manager,   
**FROM:** John C. Wallace, City Attorney  
**SUBJECT:** Police and Fire Facility/Project Management Agreement

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**RECOMMENDATION:** Approval

**BACKGROUND:** State law, Government Code Section 4526 and the State Public Contracts Code, establishes a preference for civil service work on public projects to the extent available. As your City staff does not have the resources to do all of the project management on the construction of the new police and fire facility, a tentative agreement has been reached with West Sacramento to provide project management services. The contract is for \$25,000, and since it is less than \$50,000 no publication or competitive bidding is required for this inter-agency agreement.

**FISCAL IMPACT:** up to \$25,000.

**RESOLUTION NO. 2009-31**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING INTERAGENCY CONTRACT FOR SERVICES (POLICE AND FIRE FACILITY)**

**WHEREAS**, The City of Winters is constructing a consolidated police and fire station facility; and

**WHEREAS**, project management is required for this public project; and

**WHEREAS**, The City recognizes that Winters city staff does not have all of the resources available for completion of the project management of the construction of the facility; and

**WHEREAS**, West Sacramento, a Yolo County city nearby, does have the staff resources to provide project management; and

**WHEREAS**, the City of Winters has determined that contracting with West Sacramento provides the most economic, feasible and readily available source for project management,

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

The Interagency Contract for Services dated April 8, 2009 by and between the City of Winters and the City of West Sacramento for Construction Management Services is hereby approved, and the Mayor, City Clerk, and City Manager are authorized to sign and complete all documents necessary for the initiation and completion of the agreement.

The Mayor, City Clerk, and City Manager are specifically authorized to make any changes required in the agreement to comply with issues or problems arising during the construction, including any issues with city, state or federal laws, so long as the contract price is not exceeded.

This Resolution shall take effect upon its adoption.

This Resolution was adopted at the regular meeting of the City Council on May 19, 2009.

On a motion by Council Member \_\_\_\_\_, seconded by Council Member \_\_\_\_\_, the foregoing Resolution was passed and adopted by the City Council of the City of Winters, State of California, this 19<sup>th</sup> day of May, 2009, by the following vote, to wit:

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

\_\_\_\_\_  
**MAYOR MICHAEL MARTIN**

ATTEST:

\_\_\_\_\_  
**NANCI G. MILLS, CITY CLERK**

## INTERAGENCY CONTRACT FOR SERVICES

THIS CONTRACT is made on April 8, 2009, by and between the CITY OF West Sacramento ("Consultant") and the City of Winters, a municipal corporation ("City") (singularly referred to as "party," collectively referred to as the "parties").

### WITNESSETH:

WHEREAS, the City and Consultant are both municipal corporations; and,

WHEREAS, the City desires to contract with the Consultant to provide Construction Management services for the new Winters joint Fire and Police Facility and the City desires the services of a Construction Manager to review construction documents sufficient to obtain bids for, and construction of a design, bid and build project for the City of Winters joint Police and Fire Facility; and,

WHEREAS, the Consultant has presented a proposal for such services to the City, dated April 8, 2009, (attached hereto and incorporated herein as Exhibit A) and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

#### A. SCOPE OF SERVICES:

1. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for completion of the services described in the Scope of Work, attached hereto and incorporated herein by this reference as Exhibit B. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

2. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status.

3. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

#### B. TIME OF PERFORMANCE:

1. The services of Consultant are to commence upon execution of this Contract by [and receipt of written notice to proceed from] City, and shall be undertaken and completed in a prompt and timely manner in accordance with the Schedule of Performance attached hereto and incorporated herein by this reference as Exhibit C.

2. In the event of a scheduling conflict between the City and the employee(s) of the Consultant, as identified in Section N.1, the Consultant and the City shall work cooperatively to reach a resolution.

3. The parties may, by written instrument, agree to extend the duration of this Contract provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section C, Compensation.

C. COMPENSATION:

1. The Consultant shall be paid for the actual fees, costs and expenses including all time and materials required and expended, but in no event shall total compensation exceed Twenty Five Thousand Dollars (\$25,000), without City's prior written approval.

2. Said amount shall be paid upon submittal of a monthly bill showing completion of the tasks that month.

3. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract.

D. TERMINATION:

This Contract may be terminated by either party upon thirty (30) days' written notice. In the event of any such termination, the Consultant shall be compensated as provided for in this Contract. Upon such termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section F hereof.

E. CHANGES:

The parties may, from time to time, request changes in the scope of the services of Consultant to be performed hereunder. Such changes, including any increase or decrease in the amount of Consultant's compensation and/or changes in the schedule must be mutually accepted and authorized, in writing, by both parties.

F. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right thereto, whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all material prepared by the Consultant, if applicable.

G. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. In the event of a conflict between the City's local rules and the Consultant's local rules, the City's local rules shall govern.

H. WARRANTY:

1. Consultant agrees and represents that it is qualified to properly provide the services set forth in Exhibit B in a manner which is consistent with the generally accepted standards of profession for the work undertaken by Consultant and consistent with federal, state, and local laws.

2. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to promptly perform its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

I. INTEREST IN CONTRACT:

Consultant covenants that it does not have any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by and in accordance with State law and the City's conflict of interest code.

J. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential to the extent permissible by law and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except as otherwise required by law.

K. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees and agents.

L. RECIPROCAL INDEMNITY AND LITIGATION COSTS:

1. Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with Consultant's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, (only if contract involves design services in connection with a public works project - see Civil Code §2782(b), §2873)] sole negligence, or willful misconduct of the City.

2. City shall indemnify, defend, and hold harmless the Consultant, its officers, officials, agents, and employees from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees arising out of or in connection with City's negligent performance of work hereunder or its negligent failure to comply with any of its obligations contained in the Contract Documents, except such loss or damage which was caused by the [active negligence, (only if

contract involves design services in connection with a public works project - see Civil Code §2782(b), §2873)] sole negligence, or willful misconduct of the Consultant.

M. INSURANCE:

1. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section or their comparable equivalent for municipal corporations participating in a risk management insurance authority. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII.

2. Prior to execution of this agreement and prior to commencement of any work, the Consultant shall furnish the City with original endorsements effecting coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the City. As an alternative to the City's forms, the Consultant's insurer may, subject to the approval of the City, provide complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by this Section. The Consultant agrees to furnish one (1) copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

3. In the case of the professional liability insurance required by this Section, the Consultant's insurer must provide a complete, certified copy of the policy.

4. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

5. Each insurance policy required by this Contract shall be endorsed to state that coverage shall not be suspended, voided, canceled, terminated by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.

6. Any deductibles must be declared to, and approved by, the City.

7. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

8. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance or work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

9. Worker's Compensation and Employer's Liability Insurance.

a. Worker's Compensation - Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and Federal statutes and regulations. The Consultant shall execute a certificate in compliance with Labor Code Section 1861, on the form provided in the Contract Documents.

b. Claims Against City - If an injury occurs to any employee of the Consultant for which the employee or his/her dependents, in the event of his death, may be entitled to compensation from the City under the provisions of said Acts, for which compensation is claimed from the City, there will be retained out of the sums due the Consultant under this Contract, an amount sufficient to cover such compensation as fixed by said Acts, until such compensation is paid or it is determined that no compensation is due. If the City is required to pay such compensation, the amount so paid will be deducted and retained from such sums due, or to become due to the Consultant.

10. Comprehensive General and Automobile Liability Insurance.

a. The insurance shall include, but shall not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than [\$1,000,000.00] per occurrence.

b. The comprehensive general and automobile liability insurance coverage shall also include, or be endorsed to include, the following:

i. Provision or endorsement naming the City and each of its officers, employees, and agents, as additional insureds in regards to: liability arising out of the performance of any work under the Contract; liability arising out of activities performed by or on behalf of the Consultant; premises owned, occupied or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

ii. Provision or endorsement stating that for any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees and volunteers to the extent the City is an additional insured. Any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

iii. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

iv. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

v. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, that set forth in Section XV, Indemnity and Litigation Costs.

11. Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than [\$1,000,000] per claim.

N. MISCELLANEOUS PROVISIONS:

1. The Consultant shall designate an employee to perform the work and who at all times shall represent the Consultant before the City on all matters relating to this Contract. The employee shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or replaced with the written approval of the City, which approval shall not be unreasonably withheld.

2. The Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

3. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship or sexual orientation.

4. The Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract.

5. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract.

6. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City: Bruce Muramoto  
Chief of Police  
318 First Street  
Winters, CA 95694

Consultant: Randall Page Goodwin

City Architect  
1110 West Capitol Ave.  
West Sacramento, CA 95691

7. This Contract shall be interpreted and governed by the laws of the State of California.

8. Any action arising out of this Contract shall be brought in Yolo County, California, regardless of where the venue may lie.

9. In any action brought by either party to enforce the terms of this Contract, the prevailing party shall be entitled to recover its reasonable attorney's fees.

Executed the day and year first above written, by the parties as follows.

**CITY:**

CITY OF WINTERS, a municipal corporation

By: \_\_\_\_\_  
John W. Donlevy, Jr., City Manager

**CONSULTANT:**

CITY OF WEST SACRAMENTO, a municipal corporation

By: \_\_\_\_\_  
Toby Ross, City Manager

**ATTEST:**

By: \_\_\_\_\_  
Kryss Rankin, City Clerk

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Robert Murphy, City Attorney

**EXHIBIT A**  
**Proposal**

EXHIBIT B

Scope of Work

## Winters PD/FD Facility Responsibility Matrix

The purpose of this memorandum is to identify the primary members of the project Delivery Team and to summarize their tasks and responsibilities in the planning and the design of each project.

The Primary members of the Project Delivery Team are:

- A/E** - Architectural/Engineering firm, Calpo Hom and Dong (CH&D) Architects
- Owner** - City of Winters (Police Chief Bruce Muramoto)
- CM** - Construction Management Consultant, City of West Sacramento (Randy Goodwin)
- Con** - Contractor, TBD

The following codes are used to indicate level of responsibility:

1. Primary responsibility
2. Supporting role
3. Information only
4. Not Applicable

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

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Construction Documents
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Bid and Award PhaseConstruction Phase
  - i. Schedule
  - ii. Close Out

1. Primary Responsibility
2. Supporting Role
3. Information Only
4. Not Applicable

## BASIC SERVICES

### General Services for all Project Phases

	CM	A/E	OWN	CON
• Maintain all records for a period of at least five Years following final completion and acceptance of the Project. (or turn them over to the City of Winters)	1	1	3	1
• Provide Project Budget Management and Control.	1	1	2	2
• Provide overall Project management and overall Construction Administration.	1	1	2	2
• Coordinate Surveys.	3	2	1	1
• Coordinate Construction Inspection.	2	2	1	1
• Comply with CEQA requirements including but not limited to title 24 Parts 2 through 10.	2	1	1	1
• Comply with current codes, laws, regulations, requirements and professional standards including those of the City of Winters Fire Marshall.	2	1	2	3
• Review, coordinate and recommend action on all				

1. Primary Responsibility
2. Supporting Role
3. Information Only
4. Not Applicable

consultant and contractor deliverables and submittals.	1	1	2	2
• 24 hour cellular phone access.	2	2	1	1
• Provide one copy of all project documentation to City.	2	1	3	1

**Team Coordinator**

	CM	A/E	OWN	CON
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• Identify and remain in contact with all affected City departments, project stakeholders, entities with jurisdiction and others as deemed appropriate.	2	1	2	3
• Coordinate performance of the A/E, CON and other subcontracts with all project stakeholders and those who will utilize or have jurisdiction over the facility.	1	2	1	2
• Obtain approvals from Authorities having jurisdiction, determining all necessary approvals and permits.	2	1	2	1
• Provide community relations and public information services.	3	2	1	3
• Manage all City held, project related consultant contracts to secure full performance of each contract required to	2	1	1	3

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

obtain an integrated and functioning project.

	CM	A/E	OWN	CON
• Provide all professional Architectural and engineering services for Project completion.	3	1	3	4
• Coordinate efforts with all project related consultants including those hired separately by the City.	2	1	1	4
• Review existing information including site visit(s). Request additional information, if needed.	2	1	2	4
• Advise, assist with/hire additional consultants as needed for successful project completion.	2	1	1	3
• Coordinate site visits for additional consultants.	2	2	1	2
• Provide one half time admin staff person.- TBD	4	4	1	4

### Scheduling

• Develop, update, and maintain a monthly Project Schedule and Project Summary	2	2	1	1
• Advise the City on all aspects of project including but not limited to, continuing evaluation of schedule.	1	1	3	1
• Develop work plan for each phase of service	2	1	2	4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

- Request resolution from City on disputed design aspects prior to affecting schedule. 2 1 2 3
- Respond to request for resolution within seven (7) days or extend related milestone. 2 2 1 3

**Meetings**

	CM	A/E	OWN	CON
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- |   |   |   |   |   |
|---|---|---|---|---|
| • Attend meetings with City Staff, members of the community and other governmental agencies necessary to manage and coordinate all aspects of the design and construction of the Project. | 2 | 1 | 1 | 3 |
| • Attend project meetings with consultants and contractors including weekly construction meetings.  | 2 | 1 | 1 | 1 |
| • Conduct Management Team meetings including discussions pertaining to:   | 2 | 1 | 1 | 1 |
| a. Value Engineering  | 2 | 1 | 1 | 2 |
| b. Constructibility   | 2 | 1 | 2 | 2 |
| c. Scheduling for Managing the Project  | 2 | 2 | 2 | 1 |
| d. Scheduling for Overall Project   | 2 | 1 | 2 | 2 |

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

e. Scheduling for Project Construction	2	2	2	1
• Document each meeting within five (4) days. Provide and distribute agendas, meeting minutes and action items.	2	1	2	2

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

	CM	A/E	OWN	CON	
<b>Cost Reporting and Budget Coordination</b>					
• Design Project within approved bid day budget	2	1	1	3	
a. For programming completion, review initial budget and report as to the accuracy.	1	1	2	4	
b. Provide revised opinion of estimate at 50% and 90% complete construction document phase	3	1	3	4	Estimating scope must be defined in CM scope
• Maintain project cost reporting and budget coordination:					
a. Report monthly on overall costs and projections including original budget, revised budget and actual expenditure and encumbrances.	2	1	3	2	
b. Integrate reporting method with current City approach.	2	2	1	3	
c. Provide construction expenditures including change orders and projected final project costs	2	1	3	2	
d. Develop and provide monthly funding and	2	1	1	2	

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

project status report including cash flow, funding status, construction status, actual expenses, variance, cost at completion and forecasts.

e. Provide final project report including final cost, explanation for all deviations from original estimate and schedule

2 1 1 3

CM A/E OWN CON

**Monthly Progress Report**

- Report monthly progress including general status, concerns and progress
 

	2	2	1	2
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  - a. Meet with city to review report information if necessary.
 

	1	1	3	4
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- Review, comment, and meet on City procedures Manual (If the procedure relates to design or construction of this project the architect will provide support)
 

	2	2	1	4
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**Project Phases**

- Specify no proprietary or sole source equipment or provide written maintenance evaluation for city review and approval
 

	3	1	2	4
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**Programming**

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

• Notice to Proceed to Programming phase	3	3	1	4
• Established and document detailed requirements for each major element of the project				
a. Design objective, limitations and criteria, functions, priorities including addressing any conflict	3	1	2	4
b. Initial approximate gross facility areas and space requirement	3	1	3	4
c. Adjacency requirements and constraints including operating procedures and communications relationships	3	1	1	4
d. Functional responsibilities and personnel	3	1	1	4
e. Flexibility, expendability and expandability	3	1	2	4
f. All special equipment and systems	3	1	2	4
g. Site requirements including utilities and existing conditions	2	1	2	4
h. Preliminary programming budget	3	1	1	4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

i. Circulation, access and parking	3	1	2	4
j. Security Criteria	3	1	1	4
k. Project Schedule	2	1	1	3
• Advise on site use, improvements, material selection, building systems and equipment and construction delivery method	3	1	2	4
• Develop diagrammatic studies for circulation, operations, adjacency for both general and special project aspects. Include flexibility and expansion.	3	1	2	4
• Convert programmed gross square footages into net area requirements.	3	1	2	4
• Advise on High Performance Building approaches (LEED)	4	4	4	4
• Early Budget V. Design Scope Calibration	3	1	2	4
<b>Planning, Environmental and Hazmat</b>				
• Meet with and coordinate mitigated negative declaration for project	3	2	1	4
a. Develop timetable and schedule of deliverables into Master Schedule	2	1	3	4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

b. Provide necessary cost estimates and construction phase impact information	2	1	3	4
c. Schedule and notify public for public meetings	2	1	1	4
d. Meet for environmental issue incorporation into documents	3	1	2	4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

	CM	A/E	OWN	CON
e. Implement required mitigation measures for CEQA compliance	3	1	1	3
f. Manage Hazmat consultant and contracts	3	2	1	3

### Schematic Design Phase

• Schedule and document progress and end user meetings	3	2	1	4
• Incorporate Geo-technical Report	3	1	1	4
• Review design with all project stakeholders	3	1	2	4
• Constructability review with a list of deductive alternates (VE) for cost control (define in CM scope)	3	1	2	4

### Design Development Phase-50%

• Constructability Review of materials and systems	3	1	2	4
• Review list of deductive alternates (VE as opposed to Bid Alternates?) for cost control	3	1	2	4
• Preliminary plan review by the building dept.	3	1	1	4
• Provide design basis report	3	1	3	4
• Review design with all project stakeholders	3	1	2	4

### Project Manual Preparation

- Prepare final technical specification including coordination of City's Division 0 and 1 information 2 1 2 4
- Clearly identify and describe all quality levels and control procedures 2 1 2 4

**Construction Documents-90%**

- Review design with all project stakeholders 2 1 2 4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

	CM	A/E	OWN	CON
<ul style="list-style-type: none"> <li>• Final plan review by the following:               <ul style="list-style-type: none"> <li>○ Building Dept.</li> <li>○ Engineering</li> <li>○ Fire</li> <li>○ Planning</li> </ul> </li> </ul>	3	1	1	4
<ul style="list-style-type: none"> <li>• Finalize list of Bid Additive/Deductive alternates</li> </ul>	1	1	1	4
<ul style="list-style-type: none"> <li>• Review Submittal for completeness and responsiveness to scope of work               <ul style="list-style-type: none"> <li>a. Final constructability Review</li> <li>b. Feasibility of Construction Methods</li> <li>c. Procurement, Installation and Construction Scheduling</li> <li>d. Alternative Design (at 90%?) with Cost considerations</li> <li>e. Cost Estimate compared to preliminary budgets</li> <li>f. Construction Economies</li> </ul> </li> </ul>	2	1	3	4
	1	1	2	4
	1	1	2	4
	2	1	2	4
	3	1	2	4
	2	1	2	4
	1	1	2	4
<ul style="list-style-type: none"> <li>• Cost Estimate Review Report and meeting to arrive at estimate</li> </ul>	2	1	2	4

1. Primary Responsibility
2. Supporting Role
3. Information Only
4. Not Applicable

### Construction Documents-100%

- Final review of design with all project stakeholders 2 1 2 4
- Review submittal for completeness and responsiveness to scope of work 2 1 2 4

### Bidding and Award Phase

- Approve construction documents, authorize Notice to Proceed, advertise to bid 2 1 1 4
- Market Project including required advertisement and calling potential bidders 2 1 1 4
- Coordinate the preparation, printing and delivery of bid documents and bidder's question 3 2 1 4

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

	CM	A/E	OWN	CON
• Coordinate and conduct pre-bid conferences	2	2	1	4
• Respond to bidder's questions	2	1	1	3
• Prepare addenda	2	1	2	3
• Attend bid opening	1	1	1	1
• Evaluate bids and recommend award	1	1	1	4
• Alter Plans and Specs to re-bid if requested by City	2	1	2	4
•				
• Review and recommend on substitution requests	2	1	2	4
• Prepare Notice of Award	2	3	1	3
• Coordinate and conduct pre-construction conference	2	2	1	2
• Provide Notice to Proceed	2	2	1	3

**Construction Phase Service**

• Administer and enforce the construction contract including compliance with Labor Standard Provisions	2	2	1	2	
• Prepare for approval Schedule of Values	2	2	2	1	Review Mobilization dollars
• Review and process progress and final pay request	1	1	2	3	

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

including evaluation of percent complete

• Apply and pay fees for all building and encroachment permits	3	3	1	1
• Apply for and pay fees for utility permits and coordinate on-site activities and outages, connections, or re-routing of services	3	2	1	2
• Set-up and maintain on-site project files, and record keeping for hardcopy and electronic documentations.	2	2	1	1
• Review and approve submittals	3	1	2	2
• Coordinate and document submittal process	2	1	2	3
• Submit SWPPP and maintain controls according to approved Plan.	3	2	2	1
• Respond to RFIs	2	1	2	2

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

	CM	A/E	OWN	CON	
• Prepare Change Orders	3	3	2	1	
• Determine Change Order hourly labor rates	2	2	1	1	
• Review and Negotiate Change Orders and maintain log	2	2	1	1	Define CM scope to review or independently price. Architect to review Change Orders within their authority.
• Manage Time and Materials, Force Account work when Change Order is not resolved or work would significantly impact schedule.	2	2	1	2	
• Coordinate supply, transfer and installation of Owner Furnished-Contractor Installed equipment	2	2	1	2	
• Coordinate supply, transfer and installation of Owner Furnished-Owner Installed equipment such as FF&E	3	2	1	1	
• Obtain Certified Payroll for review by Owner's consultant	3	2	1	1	
• Project Coordination of Public Safety	2	2	2	1	
• LEED	N/A				
○ Monitor LEED Construction Phase requirements	4	4	4	4	
○ Assemble LEED documentation for	4	4	4	4	

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

### Certification

• Manage inspector, quality control personnel, and Owner's surveyors	2	2	1	2	
• Develop inspection program including Landscape, Engineering, Building and Special Inspection, and act on non-conforming items including notification and recommendation to the city. Maintain daily documentation	2	2	1	3	Designate who calls for the inspection and delineate notification lead times
• Request inspections within time set for advance notification.	3	3	2	1	Notification time may vary with authority
• Maintain log of defective or non-conforming work. Promptly report to and update the City on status.	2	1	2	2	
• Provide monthly photographic record of project progress, problem areas, and disputed work	3	2	1	2	
• Manage direct material and equipment suppliers and coordinate delivery dates ensuring timeliness with construction schedule	3	3	2	1	

### Schedule

• Provided baseline schedule and monthly update	3	3	2	1
• Monitor monthly schedule updates recommending mitigation when necessary.	2	2	2	1
• Present updated schedule at Management	2	1	3	2

1. Primary Responsibility
2. Supporting Role
3. Information Only
4. Not Applicable

meetings. Provide monthly report including narrative on comparison between original milestones and revisions including causes for delay and mitigation.

- Identify Long Lead Items and submittal review 1 1 3 2 May require expedited submittal review

CM A/E OWN CON

**Project Close Out**

- Submit Certificates for
  - Backflow Device Test from Department of Public Works,
  - Compaction Tests from geotechnical engineer, including all trenches, AB & AC, and
  - Lines and Grades from surveyor.
- Prepare documents for final inspection, testing, and close out procedures. 2 1 3 3
- Coordinate all contractor start up, testing and training activities 2 1 3 1
- Coordinate State and Local authorities and all pertinent City departments 2 1 1 3
- Review any claims from architect or contractor and provide recommended action 1 1\* 1 4 • Architect will review only construction
- Punch list completion for substantial and final completion 2 1 2 2

1. Primary Responsibility  
 2. Supporting Role  
 3. Information Only  
 4. Not Applicable

• Develop warranty log	2	1	3	2
• Provide close out report on all reporting systems	2	1	3	2
• Issue final completion Certificate of Occupancy	2	2	1	3
• Issue operations and maintenance manuals, provide instruction to City representatives, and provide warranties.	2	3	3	1
• Prepare Notice Of Completion for Yolo County Recorder	2	3	1	3
• Receive and record receipt of operations and maintenance manuals, keys, record drawing and warranties for forwarding to the City.	2	1	3	2
• Provide electronic as-built drawings Specify type of medium and content for drawings.	3	1	3	2
• Submit LEED Documentation to USGBC	4	4	4	4

In software like AutoCAD or digital copy of paper as-builds? Current City spec is not clear.

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

- 1. Primary Responsibility
- 2. Supporting Role
- 3. Information Only
- 4. Not Applicable

## Exhibit C

### Schedule of Performance

1. Primary Responsibility
2. Supporting Role
3. Information Only
4. Not Applicable