



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, June 15, 2010
6:30 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*

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

Roll Call

Pledge of Allegiance

Approval of Agenda

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 City Council of the City of Winters Held on Tuesday, June 1, 2010 (pp 1-6)
- B. Accept Recommendations from Council Members to Re-appoint Winters Putah Creek Committee Members to the Winters Putah Creek Committee (WPCC). Also, Accept Recommendation for New Student Representative (pp 7)
- C. City Manager's Contract: Amendment #3 - Retirement and Administrative Leave Benefit Reductions (pp 8-11)
- D. Resolution 2010-37, 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 2010-2011 (pp 12-15)
- E. Approval of Amplified Sound Permit for Winters Friends of the Library Annual July Gazebo Concerts Held on Thursday Evenings (pp 16-18)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Joint Public Hearing with Community Development Agency, Adopt Resolution 2010-04, a Resolution Authorizing the Executive Director to Execute and Amended and Restated Owner Participation Agreement with Central Valley Coalition for Affordable Housing, and Adopt Resolution 2010-36, a Resolution Authorizing the City Manager to Execute a Payment in Lieu of Property Taxes, and a Maintenance Agreement with the Developer of the Orchard Village Project (pp 19-92)
- 2. Joint Public Hearing with Community Development Agency, Adopt Resolution 2010-38, a Resolution Approving a Community Development Block Grant CDBG Allocation for Public Improvements in Support of New Housing Construction, Homeownership Assistance, and a Public Facility Set-Aside Grant Application in the Amount of \$800,000 for the Fiscal Year 2010-2011 (pp 93-102)

3. Public Hearing, Second Reading and Adoption of Ordinance 2010-04, An Ordinance of the City Council of the City of Winters, Amending Title 2, Chapter 2.56 of the Winters Municipal Code Regarding Disaster and Emergency Organization (pp 103-106)
4. Public Hearing and Adoption of Resolution 2010-xx, A Resolution of the City Council of the City of Winters Approving a 2010/2011 Application for Funding and the Execution of a Grant Agreement and Any Amendments Thereto from the General Native American Allocation of the State CDBG Program **(Information to Follow)**
5. Public Hearing and Adoption of Resolution 2010-39, A Resolution of the City Council of the City of Winters Approving the Tentative Parcel Map (Jordan Tentative Parcel Map) for the Property Located at the Southwest Quadrant of Interstate 505 and State Route 128 (Grant Avenue) Totaling 11.72 Acres (pp 107-141)
6. Public Hearing, Second Reading and Adoption of Ordinance 2010-05, an Ordinance of the City of Winters Amending Title 17, Chapter 17.120 of the Winters Municipal Code Regarding Vacant and Abandoned Property Registration (pp 142-144)
7. Resolution 2010-34, A Resolution of the City Council of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for Fiscal Year 2010-2011 and 2011-2012 (pp 145-148)

COMMUNITY DEVELOPMENT AGENCY

1. Joint Public Hearing with the City Council, Adopt Resolution 2010-04, a Resolution Authorizing the Executive Director to Execute and Amended and Restated Owner Participation Agreement with Central Valley Coalition for Affordable Housing, and Adopt Resolution 2010-36, a Resolution Authorizing the City Manager to Execute a Payment in Lieu of Property Taxes, and a Maintenance Agreement with the Developer of the Orchard Village Project **(Documentation Under Discussion Item #1)**
2. Joint Public Hearing with the City Council, Adopt Resolution 2010-38, a Resolution Approving a Community Development Block Grant CDBG Allocation for Public Improvements in Support of New Housing Construction, Homeownership Assistance, and a Public Facility Set-Aside Grant Application in the Amount of \$800,000 for the Fiscal Year 2010-2011 **(Documentation Under Discussion Item #2)**
3. Resolution 2010-35, A Resolution of the Community Development Agency of the City of Winters Approving and Adopting a Budget of Estimated Revenues and Expenditures for Fiscal year 2010-2011 and 2011-2012 (pp 149-150)

4. Neighborhood Foreclosure Program (pp 151-152)

CITY MANAGER REPORT

INFORMATION ONLY

1. Dog Attack (pp 153)
2. Investment Report for March 2010 (pp 154-155)
3. Treasurer Report for March 2010 (pp 156-162)
4. Investment Report for April 2010 (pp 163-164)
5. Treasurer Report for April 2010 (pp 165-171)

EXECUTIVE SESSION

Consultation with Real Property Negotiator per Government Code Section 54957.6 – 426 Cottage Circle, Winters, CA, APN 030-920-08

City Manager Performance Evaluation Pursuant to Section 54957 of the Government Code

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the June 15, 2010 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 June 10, 2010, and made available to the public during normal business hours.

Nancy Jensen, Administrative Asst. for
Nanci G. Mills, City Clerk *Nanci G. Mills*

Questions about this agenda – Please call the City Clerk's Office (530) 795-4910 ext. 101. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

General Notes: Meeting facilities are accessible to persons with disabilities. To arrange aid or services to modify or accommodate persons with disability to participate in a public meeting, contact the City Clerk.

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

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

How to obtain City Council Agendas:

View on the internet: www.cityofwinters.org/administrative/admin_council.htm

Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.

Email Subscription: You may contact the City Clerk's Office to be placed on the list. An agenda summary is printed in the Winters Express newspaper.

City Council agenda packets are available for review or copying at the following locations:

Winters Library – 708 Railroad Avenue

City Clerk's Office – City Hall – 318 First Street

During Council meetings – Right side as you enter the Council Chambers

City Council meetings are televised live on City of Winters Government Channel 20 (available to those who subscribe to cable television) and replayed following the meeting.

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on Tuesday, June 1, 2010

Mayor Michael Martin called the meeting to order at 5:00 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Woody Fridae, Tom Stone and Mayor Michael Martin.
Staff: City Manager John Donlevy, Director of Financial Management Shelly Gunby, Housing Programs Manager Dan Maguire, Fire Chief Scott Dozier, Police Chief Bruce Muramoto, Grant Writer Dawn Van Dyke, Public Works Director Eric Lucero, Environmental Services Manager Carol Scianna and City Clerk Nanci Mills.

Bruce Muramoto led the Pledge of Allegiance.

Budget Workshop

City Manager Donlevy gave an overview of the Fiscal Years 2010-2011 and 2011-2012 Budget staff report.

Director of Financial Management Shelly Gunby went over the power point slide presentation.

Break from 6:15 p.m. to 6:30 p.m.

Council Meeting

Approval of Agenda: Motion by Council Member Aguiar-Curry, second by Council Member Fridae to approve the agenda with moving Discussion Item #7 (HEALS) to Discussion Item #1. Motion carried unanimously.

COUNCIL/STAFF COMMENTS: Council Member Anderson attended the Phase IV creek meeting.

Council Member Fridae said that the Winters Roundtable Group would be hosting the forum on Measure W and Y at the Community Center on June 2nd.

Council Member Stone said the next Winters Chamber of Commerce Mixer is being held jointly by Ace Hardware and Center for the Arts.

Council Member Aguiar-Curry indicated that it was Legislative Action Day in Sacramento on June 2nd. She also said the Car Bridge Negative Declaration is out for review and wanted to thank the Winters Friends of the Library for all that they are doing with the nice picnic and the programs for children.

Mayor Martin stated that on June 14th the local jurisdiction would be meeting and sharing ideas with other jurisdictions regarding shared services.

PUBLIC COMMENTS: Ed Dawkins indicated that Winters was a very special place and that there is a petition being circulated. He thought perhaps the Gateway to Winters would look better without a big Burger King sign, and asked Council to consider a sign that possibly said something like "Visit Winters – The Greatest Little Town in California. We don't have a Towering Fast Food Sign, but we do have Good Food, Art, and Culture is our Line."

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on May 4, 2010

Council Member Aguiar-Curry made a motion to approve the Consent Calendar, second by Council Member Fridae. Motion carried unanimously.

DISCUSSION ITEMS

1. Healthy Eating Active Living Cities Campaign (HEAL) Resolution

City Manager Donlevy gave an overview of staff report.

Ana Kormos from Winters Healthcare talked about the petition and the meaning of formula food.

Council Member Aguiar-Curry made a motion to adopt Resolution 2010-27, a Resolution of the City Council of the City of Winters in Support of the Healthy Eating Active Living Cities Campaign, with the following changes: remove the next to last paragraph, and amend the last paragraph to read as follows:

BE IT RESOLVED THAT THE COUNCIL OF THE CITY OF WINTERS encourages other cities and counties to follow its lead and to take an active role in advancing the concepts encompassed within the Healthy Eating

Active Living Campaign.

Second by Councilmember Anderson. Motion carried unanimously by the following vote:

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

City Council took a break from 7:30 to 7:45 p.m.

Council Member Stone left the meeting.

2. **Public Hearing and Adoption of Resolution 2010-25, A Resolution of the City Council of the City of Winters, Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2010/2011**

City Manager Donlevy gave an overview.

Mayor Martin opened the public hearing at 7:45, closed the public hearing at 7:45 p.m.

Council Member Anderson made a motion to Adopt Resolution 2010-25, A Resolution of the City Council of the City of Winters, Approving the Annual Levy Report, and Ordering the Levy and Collection of Assessments Within the City of Winters City-Wide Maintenance Assessment District, Fiscal Year 2010/2011. Second by Council Member Aguiar-Curry. Motion carried by the following vote:

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

3. **Public Hearing and Waive First Reading of Ordinance 2010-04, An Ordinance of the City Council of the City of Winters, Amending Title 2, Chapter 2.56 of the Winters Municipal Code Regarding Disaster and Emergency Organization**

Grant Writer Dawn Vandyke gave an overview of the staff report.

Mayor Martin opened the public hearing at 7:50.

Mr. Gail Wingard asked why the police chief wasn't listed.

City Manager Donlevy responded that all staff had a part in the Disaster and Emergency Plan.

Mayor Martin closed the public hearing at 7:53 p.m.

Council Member Aguiar-Curry made a motion to waive the first reading of Ordinance 2010-04, amending Title 2, Chapter 2.56 of the Winters Municipal Code regarding Disaster and Emergency Organization. Second by Council Member Fridae. Motion carried by the following vote:

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

4. **Resolution 2010-29, A Resolution of the City Council of the City of Winters, Approving the City of Winters Emergency Operations Plan**

Grant Writer Dawn VanDyke gave an overview of the staff report.

Mayor Martin asked if the City provided training?

City Manager Donlevy indicated that the City holds annual training.

Council Member Fridae made a motion to adopt Resolution 2010-29, a Resolution of the City Council of Winters Approving the City of Winters Emergency Operations Plan. Seconded by Council Member Aguiar-Curry. Motion carried by the following vote:

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

5. **Introduction of Ordinance 2010-05, A Ordinance of the City of Winters Amending Title 17, Chapter 17.120 of the Winters Municipal Code Regarding Vacant and Abandoned Property Registration**

Housing Programs Manager Dan Maguire gave an overview of the staff report.

Council Member Aguiar-Curry made a motion to waive the first reading and Introduce Ordinance 2010-05, amending Title 17, Chapter 17.120 of the Winters Municipal Code

regarding vacant and abandoned property registration. Seconded by Council Member Anderson. Motion carried by the following vote:

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

6. **Resolution 2010-31, A Resolution of the City Council of the City of Winters, Transferring CDBG Program Income to the First Time Home Buyer Revolving Loan Fund**

Housing Manager Dan Maguire gave an overview of the staff report.

Mayor Martin opened the public hearing at 8:06 p.m. Mayor Martin closed the public hearing at 8:06 p.m.

Council Member Fridae made a motion to adopt Resolution 2010-31, A Resolution of the City Council of the City of Winters, Transferring CDBG Program Income to the First Time Home Buyer Revolving Loan Fund. Second by Council Member Anderson. Motion carried by the following vote:

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

7. **Approval for City Manager to Negotiate Construction Contract with Whitehawk Construction to Install Water Meters in the Amount of \$323,187.00**

Environmental Services Manager Carol Scianna gave an overview of the staff report. The revised staff report requests Council to authorize expenditures up to \$372,000 for construction plus 15% contingency.

Mr. Gail Wingard asked the Council if the boxes were "traffic rated" boxes. Also to please let people know that this is happening.

Council Member Aguiar Curry made a motion to award the construction contract for water meter installation to Whitehawk Construction, to authorize the City Manager to execute the contract on the City's behalf and to authorize expenditures in the amount of \$372,000.00. Second by Council Member Fridae. Motion carried unanimously with Council Member Stone absent.

Council returned to Budget Workshop.

Council Member Fridae indicated that he would like to see Option 2 with targeted, strategically-located lighting aimed at \$40,000 and to keep the janitorial service.

Council Member Anderson wants to see detailed map on lighting.

City Manager Donlevy indicated that he would bring this back to Council at the next meeting.

City Manager Report: Winters won the Davis World Cup and a Complete Streets Joint Workshop has been scheduled for July 13th at 6:30 p.m.

.INFORMATION ONLY

1. Investment Report for February, 2010
2. Treasurer Report for February, 2010

Council adjourned in to Executive Session at 9:00 p.m.

EXECUTIVE SESSION

City Manager Performance Evaluation Pursuant to Section 54957 of the Government Code

Back to regular session at 9:20, with no reportable action.

ADJOURNMENT

Mayor Martin adjourned the regular meeting of the Winters City Council at 9:20 p.m.

Michael Martin, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Accept Recommendations from Councilmembers Anderson, Curry and Mayor Martin to reappoint Winters Putah Creek Committee Members Bill Biasi, Eric Larsen and Joe Castro respectively to the Winters Putah Creek Committee (WPCC). Also, accept recommendation for new Student Representative, Anderson Bouwens.

RECOMMENDATION: Accept Recommendations from Councilmembers Anderson, Curry and Mayor Martin to reappoint Winters Putah Creek Committee Members Bill Biasi, Eric Larsen and Joe Castro respectively to the Winters Putah Creek Committee (WPCC). Also, except recommendation for new student Representative, Anderson Bouwens.

BACKGROUND: The terms of the WPCC committee members Biasi, Larsen and Castro are due to expire on August 1, 2010. All three of these members have been great assets to the WPCC and have expressed an interest in continuing to serve on the committee for another four year term. The specified Councilmembers have also confirmed that they would like to have these WPCC members continue to be their designees as follows:

Anderson designee - Bill Biasi

Curry designee- Eric Larsen

Martin designee- Joe Castro

Our Current Student Representative Justin Hyer, did a recruitment for a new student representative replacement and Anderson Bouwens is the recommended designee.

FISCAL IMPACT: None



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: City Manager's Contract: Amendment #3- Deferred Compensation and Administrative Leave Benefits

RECOMMENDATION:

That the City Council approve CITY MANAGER'S CONTRACT AGREEMENT #3- John W. Donlevy, Jr.

BACKGROUND:

The employment relationship between the City Manager and the City Council is governed through a contract which was effective in September, 2001. In order to change levels of benefits and compensation, amendments must be approved by the City Council.

DISCUSSION:

With the decline of City revenues due to the national recession, raids by the State and the local economy, measures have been required to maintain City services and retain jobs within the City organization.

The City Manager, the City's Executive Management Team, Mid-Management and Miscellaneous Employees have agreed to reductions in compensation and benefits in order to help the City's General Fund.

The attached City Manager's Contract Services Amendment #3 provides for the following:

1. **Deferred Compensation:** City Manager agreed to donate the 7% Deferred Compensation amount to the City's General Fund for a two year period.
2. **Administrative Leave Benefits:** City Manager foregoes the ability to take accrued benefits as cash. City agrees to allow accrual during the two year period, with a termination of any accrued benefits at the end of the period.

The effect of these changes will be immediate and will last between a two year period between July 1, 2010 and June 30, 2012.

FISCAL IMPACT:

The total reduction of compensation and benefits amounts to approximately 9.7% of the City Manager's salary, or \$12,075.33.

CITY MANAGER SERVICES CONTRACT AMENDMENT #3

John W. Donlevy, Jr.

THIS CONTRACT Amendment #3 is made and entered into this 15th day of June, 2010 by and between the City of Winters, California a municipal corporation, hereinafter referred to as "City" and John W. Donlevy, Jr. hereinafter referred to as "Donlevy."

Whereas, Donlevy has been employed by City since September 10, 2001 in the capacity of City Manager of the City of Winters; and

Whereas, City and Donlevy entered into a City Managers Services Contract to govern the employment relationship between the City and Donlevy;

Whereas, the City is experiencing fiscal issues due to the national economic problems, raids on City revenues by the State of California, and declining City revenues, generally; and

Whereas, Donlevy and other members of the City's Management Team have agreed to suspend, for a two year period, certain retirement and administrative leave cash out benefits in order to maintain City services and retain jobs;

NOW, THEREFORE, CITY AND DONLEVY in consideration of mutual covenants and agreements herein contained, agree to the following amendments:

1. Section 10 is amended to read as follows:
 - a. RETIREMENT/DEFERRED COMPENSATION. City agrees to pay the retirement contributions for Donlevy in the Public Employee's Retirement System (PERS). City also agrees to provide a deferred compensation program and contribute an amount equal to 7% of Donlevy's annual compensation to said plan on his behalf.
 - b. Donlevy agrees that between July 1, 2010 and June 30, 2012, the 7% deferred compensation amount shall be donated back to the City's General Fund to support City services.

2. SECTION 7 is amended to read as follows:

- a. ADMINISTRATIVE LEAVE. Donlevy shall receive the same Administrative Leave Benefit as the other Management level personnel of the City.
- b. Donlevy agrees that between June 1, 2010 and June 30, 2012 to forego eligibility to cash-out un-used Administrative Leave benefits in order to reduce burdens on the City's General Fund.
- c. City agrees that Donlevy may accrue un-used Administrative Leave benefits for use up to June 30, 2012. Any remaining accrued Administrative Benefits on the books from this period will be terminated on July 1, 2012.

This amendment entered this 15th day of June, 2010.

DATED: _____

CITY OF WINTERS

BY: _____

MAYOR

DATED: _____

DONLEVY

BY: _____

John W. Donlevy, Jr.

APPROVED AS TO FORM:

CITY ATTORNEY



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Appropriation Limit for Fiscal Year 2010-2011

RECOMMENDATION:

City Council approve Resolution 2010-37, 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 2010-2011.

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 2010-37 establishes the appropriation limit for the City of Winters pursuant to article XIII B of the California Constitution for the Fiscal Year 2010-2011. This limit was used in preparing the annual budget for the City to insure that appropriations are within the limit.

FISCAL IMPACT:

None

ATTACHEMENTS:

Resolution 2010-37
Attachment A-Appropriation Limit Calculation

RESOLUTION 2010-37
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 2010-2011

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

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that an appropriation limit for the Fiscal 2010-2011 pursuant to Article XIII B of the Constitution of the State of California be established in the amount of \$5,287,774 and the same is hereby approved.

PASSED AND ADOPTED by the City Council, City of Winters, the 15th day of June 2010 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 2010-2011
YEAR ENDED JUNE 30, 2011**

APPROPRIATION LIMIT, FISCAL YEAR 2008-09	\$	5,396,412
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		0.979863
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2009-2010	\$	5,287,744

Attachment A

**CITY OF WINTERS
APPROPRIATION LIMIT
FOR FISCAL YEAR 2010-2011
YEAR ENDED JUNE 30, 2011**

APPROPRIATION LIMIT, FISCAL YEAR 2008-09	\$	5,396,412
ADJUSTMENT FACTOR:		
POPULATION GROWTH PERCENT		0.979863
ANNUAL ADJUSTMENT IN DOLLARS		
APPROPRIATION LIMIT FISCAL YEAR 2009-2010	\$	5,287,744



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager on Behalf of
Winters Friends of the Library 
SUBJECT: Amplified Sound Permit for July Gazebo Concerts at
Rotary Park

RECOMMENDATION:

Staff recommends approval of Amplified Sound Permit for the annual Winters Friends of the Library (WfoL) July Gazebo Concerts held on Thursday evenings from 7:00pm-8:30pm.

BACKGROUND:

The July Gazebo Concerts have become a welcomed tradition here in Winters. This is a family friendly event held on Thursday evenings in Rotary Park. WfoL has notified the surrounding neighbors and received approval by the neighbors surrounding Rotary Park. WfoL is in the process of obtaining their Temporary Food Permit from Yolo County for the concert events.

FISCAL IMPACT: None

Date of Application: 10/8/10 To City Council: _____

Name of Person(s)/ Organization: Winters Friends of the Library Contact: Carol Scanlon
Business Address: P.O. Box 963 Telephone: 795-4910 #110
Telephone: _____

Type of Event: July Gazebo Concerts

Purpose of Event: (ie; fundraiser, parade, festival, etc.): Summer Music
Date/Time of Event: Thursdays From: 7pm To: 8:30 pm
Location/Address of Event: Rotary Park

Rated Output of Amplifier in Watts: 40 Number of Speakers: 4

I have provided a list of and contacted all property owners adjacent to and within 300 feet of the event. Their approval of this event is indicated by their signature on the attached petition. Complaints about the sound will result in a warning and a request to reduce the volume. Additional complaints will result in the cessation of amplified sound. All amplified sound must be extinguished no later 10:00 p.m. pursuant to Winters Municipal Code Title VI; Chapter 7-Noise Control. Signing below certifies that all information contained within this application is correct. In the event that any of this information is found to be fraudulent, it may result in an automatic denial of this application.

Signature: [Handwritten Signature]

For City Use Only

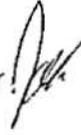
Proof of Insurance: N/A (Not City Property) Yes No
Rental Fee Paid: N/A (Not City Property) Yes No
Police Department: Approved Denied Date: _____
Authorized Signature: _____
City Council: Approved Denied Date: _____
Authorized Signature: _____



CITY COUNCIL AND
COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Mayor and Council Members
Honorable Chairman and Board of Directors

DATE: June 15, 2010

THROUGH: John W. Donlevy, Jr., City Manager and Executive Director 

FROM: Nelia Dyer, Community Development Director
Dan Maguire, Housing Programs Manager *DM*

SUBJECT: Resolution 2010-04, A Resolution of the Winters Community Development Agency Authorizing the Executive Director to Execute an Amended and Restated Owner Participation Agreement with the Central Valley Coalition for Affordable Housing, a California Non-Profit Public Benefit Corporation; and Resolution 2010-36, A Resolution of the City Council Authorizing the City Manager to Execute a Payment In Lieu of Property Taxes Agreement, and a Maintenance Agreement with the Developer for the Development of the Orchard Village Affordable Housing Project

RECOMMENDATION:

Staff recommends the City Council and the Community Development Agency:

1. Receive the staff report
2. Conduct a joint public hearing
3. Approval by the Community Development Agency of an Amended and Restated Owner Participation Agreement (OPA) with Central Valley Coalition for Affordable Housing (CVCAH), a California Non-Profit Public Benefit Corporation, and City Council approval of a Payment in Lieu of Taxes Agreement and a Maintenance Agreement between the City and the Developer 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 two-story buildings and a one-story community center on approximately 5 acres. The 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 occupancy of 73 units would be restricted for 55 years pursuant to an Affordable Housing Covenant, as described in the OPA, with 17 units affordable to households earning 30% of Area Median Income (AMI), 19 units affordable to households earning 50% AMI, and 37 units affordable to households earning 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 003-360-026 & 003-360-025) 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 developer's park requirement. The two properties will be divided by the extension of Dutton Street to the northern border of the property.

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 at the January 27, 2009 meeting.

On May 19, 2009 the Community Development Agency adopted Resolution 2009-30, authorizing the Executive Director to execute an owner participation agreement with the CVCAH. The proposed OPA under consideration at this meeting supersedes and replaces the prior owner participation agreement. In the intervening time since the approval of Resolution 2009-30 (May 19, 2009), the developer has secured sufficient additional funding to execute the project, including a successful nine-percent (9%) tax credit allocation from the California Tax Credit Allocation Committee.

The OPA is a legal agreement between the Community Development Agency and the property owner (CVCAH) within the project area that sets forth certain conditions 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 as the Agency authorized financial assistance for the development.

The key provisions of the Amended and Restated Owner Participation Agreement and related documents include the following:

- 1) Financial assistance extended for the development shall consist of a grant from the Agency's low and moderate income housing fund, not to exceed \$1,300,000 to provide partial financing for the purchase of the property.
- 2) Twenty-six percent (24%) of the 74 units (i.e. 17 units) shall be affordable Extremely-Low Income Households, twenty-six percent (26% -19 units) will be affordable to Very-Low Income Households, and forty-seven (51% - 37 units) will be affordable to 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 the respective target income households, adjusted for family size appropriate to the unit.
- 3) The Developer shall pay to the City, when due, all development fees in connection with the Project. Impact fees will be paid pursuant to the 2010-2011 impact fee schedule.
- 4) City Manager and Executive Director will have the authority to issue waivers and/or enter into amendments to the 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 the Agreement will require the consideration, action and written consent of City Council and Agency Board, as applicable.
- 5) The City will enter into a Payment In Lieu of Taxes Agreement (PILOT Agreement) that will compensate the City for a portion of the real and personal property tax levy that City would have received.
- 6) The City will also enter into a Maintenance Agreement to require the property owner or lessee, and any successors in interest, to maintain the Project and the Site to certain City standards
- 7) The amended OPA sets forth expanded definitions of Annual Operating Expenses, Gross Revenue, and Residual Receipts (refer to section 101).
- 8) The amended OPA also adds challenges to Agreement language wherein the Developer agrees to defend, indemnify, assume all responsibility for, and hold harmless Indemnitees harmless from and against any and all legal challenges based on approval of this agreement (refer to section 607.3)

FISCAL IMPACT:

\$1,300,000 from the 2007 bond issuance proceeds are authorized 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 2010-04, a Resolution of the Winters Community Development Agency Authorizing the Executive Director to Execute an Amended and Restated 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) Amended and Restated Owner Participation Agreement By and Between the Community Development Agency of The City of Winters and Central Valley Coalition for Affordable Housing. (Attachments to the OPA available at City Hall and can be provided upon request)
- 3) Resolution 2010-36, a Resolution of the City of Winters Authorizing the City Manager to Execute a Payment in Lieu of Taxes Agreement and a Maintenance Agreement with the Developer of the Orchard Village Project.
- 4) Payment In Lieu of Taxes Agreement ("PILOT") between the City of Winters and Winters Pacific Associates ("the Developer partnership")
- 5) Maintenance Agreement between the City of Winters and Winters Pacific Associates ("the Developer partnership").

RESOLUTION NO. 2010-04

A RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS AUTHORIZING THE AGENCY CHAIRMAN TO EXECUTE AN AMENDED AND RESTATED 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 purchasing certain real property within the Project Area (the "Site") and is proposing to develop the Property with seventy-four (74) multi-family units, with seventy-three (73) of the units designated as affordable housing, 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 the City and Agency will only be providing routine governmental functions and performing conventional lending activities for the Project; 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 finance a portion of the cost to purchase the Property; and

WHEREAS, the provision of the Agency Grant is necessary to make the Project economically feasible and affordable to very-low and extremely low income households; and

WHEREAS, the Agency has negotiated a proposed Amended and Restated Owner Participation Agreement (the "OPA") with the Developer, substantially in the form on file with the Agency Secretary, which provides for the development of the Project; and

WHEREAS, the Agency previously approved an Owner Participation Agreement, dated May 19, 2009 pertaining to the Property and the Project, and

this OPA supersedes and replaces the previous Owner Participation Agreement; and

WHEREAS, Agency and Developer will execute an Affordable Housing Covenant substantially in the form attached as Attachment No. 5 to the OPA to be recorded against the Property that sets forth certain affordability requirements for 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; and

WHEREAS, the Agency has determined that the OPA (i) is consistent with the Redevelopment Plan and the implementation plan for the Project Area, (ii) will be of benefit to the Project Area, and (iii) will further the goals of the Redevelopment Plan by providing affordable housing in the Project Area.

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

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 further finds that the development of the Project in accordance with the OPA will assist in the elimination of blight in the Project Area, will facilitate the development of affordable housing, will further the goals of the Redevelopment Plan, and will be consistent with the Implementation Plan adopted in connection therewith.

Section 3. The Agency hereby approves and authorizes the execution of the OPA between the Agency and the Developer, substantially in the form on file with the Agency Secretary, and in a form acceptable to Agency Counsel, and authorizes the recordation of a Memorandum of the OPA in the Official Records of Yolo County. The Agency Chairman 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.

The foregoing resolution was duly and regularly adopted by the Community Development Agency of the City of Winters, County of Yolo, State of California, on the 15th day of June, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Keith Fridae, Chairman
Community Development Agency

ATTEST:

Nanci G. Mills, Secretary
Community Development Agency

AMENDED AND RESTATED
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

TABLE OF CONTENTS

		<u>Page</u>
100.	DEFINITIONS; REPRESENTATIONS AND WARRANTIES	- 3 -
101.	Definitions	- 3 -
102.	Representations and Warranties.....	- 6 -
	102.1 Agency Representations	- 6 -
	102.2 Owner's Representations	- 6 -
103.	LIMITATIONS ON TRANSFER.	- 8 -
	103.1 Consent Required.	- 8 -
	103.2 Conditions Precedent to Transfer	- 9 -
	103.3 Pre-Approved Owner Transfers.....	- 9 -
	103.4 Transfer by Foreclosure.....	- 10 -
104.	Intentionally Omitted.....	- 10 -
105.	Intentionally Omitted.....	- 10 -
106.	Owner's Obligations with Respect to Hazardous Materials	- 10 -
	106.1 Duty to Prevent Hazardous Materials Contamination.....	- 11 -
	106.2 Environmental Inquiries.	- 11 -
	106.3 Environmental Indemnification.....	- 12 -
	106.4 Materiality	- 12 -
	106.5 Survivability	- 12 -
200.	OWNER COVENANTS	- 12 -
201.	Property Improvements.....	- 12 -
202.	Permits and Approvals.....	- 13 -
203.	Schedule of Performance	- 13 -
204.	Insurance Requirements».....	- 13 -
	204.1 Comprehensive or Commercial General Liability Insurance	- 13 -
	204.2 Certificate of Insurance	- 14 -
	204.3 Rights of Access	- 14 -
205.	Compliance With Laws.	- 15 -
	205.4 Generally	- 15 -
	205.5 Prevailing Wages.	- 15 -
206.	Taxes and Assessments.....	- 15 -
	206.6 Payment of Taxes	- 15 -
	206.7 Taxes.....	- 15 -
	206.8 Obligation to Refrain from Discrimination	- 16 -
300.	ADDITIONAL COVENANTS, RESTRICTIONS AND AGREEMENTS	- 17 -
301.	Use Covenants	- 17 -
302.	Unilateral Release as to Agency Property or City Property	- 17 -
303.	Affordable Units	- 18 -
304.	Rent and Income Restrictions	- 18 -
400.	FINANCIAL PROVISIONS	- 18 -
401.	Financial Assistance	- 18 -
	401.1 Disbursement of Financial Assistance.	- 19 -
	401.2 Conditions Precedent	- 19 -
	401.3 Conditions Subsequent	- 21 -

TABLE OF CONTENTS

		<u>Page</u>
	401.4 No Disbursements Required.....	- 21 -
	401.5 Inspection Rights.....	- 21 -
402.	Owner Financing.....	- 22 -
403.	Distribution of Foreclosure Proceeds	- 22 -
500.	SUBORDINATION.....	- 22 -
501.	Conditions to Subordination.....	- 22 -
	501.1 Agency Consideration of Subordination	- 22 -
	501.2 Pre-Conditions to Subordination	- 22 -
	501.3 Agency Right to Approve.....	- 23 -
	501.4 Implementation.....	- 23 -
	501.5 Definitions	- 23 -
502.	Subordination of Covenant and Performance Documents.....	- 23 -
	502.1 To Extended Use Agreements	- 23 -
	502.2 To Governmental Financing	- 23 -
	502.3 To Owner Financing.....	- 23 -
600.	DEFAULTS AND REMEDIES	- 24 -
601.	Default	- 24 -
	601.1 General Remedies.....	- 24 -
	601.2 Specific Performance; Disbursement Cessation.....	- 24 -
	601.3 Specific Performance; Return of Financial Assistance	- 24 -
602.	Institution of Legal Actions	- 24 -
603.	Termination.....	- 25 -
604.	Acceptance of Service of Process	- 25 -
605.	Rights and Remedies Are Cumulative.....	- 25 -
606.	Inaction Not a Waiver of Default	- 25 -
607.	Waiver, Release, Indemnity.....	- 25 -
	607.1 Waiver and Release.	- 25 -
	607.2 Indemnity.....	- 27 -
	607.3 Challenges to Agreement.....	- 27 -
608.	Survival.....	- 28 -
700.	GENERAL PROVISIONS.....	- 28 -
701.	Notices, Demands and Communications Between the Parties	- 28 -
702.	Term of Agreement; Enforced Delay; Extension of Times of Performance	- 29 -
703.	Successors and Assigns	- 29 -
704.	Memorandum of Agreement.....	- 30 -
705.	Relationship Among Agency, City and Owner	- 30 -
706.	City as Third Party Beneficiary	- 30 -
707.	Scope of Executive Director and City Manager Authority.....	- 30 -
708.	Counterparts.....	- 30 -
709.	Integration.....	- 30 -
710.	Titles and Captions	- 31 -
711.	Interpretation.....	- 31 -
712.	No Waiver.....	- 31 -

TABLE OF CONTENTS

	<u>Page</u>
713. Modifications	- 31 -
714. Severability	- 31 -
715. Computation of Time.....	- 31 -
716. Legal Advice.....	- 31 -
717. Time of Essence.....	- 32 -
718. Cooperation.....	- 32 -
719. Conflicts of Interest	- 32 -
720. Time for Acceptance of Agreement by Agency and City.....	- 32 -
721. Non-liability of Indemnitees	- 32 -
722. Assignment By Agency of City	- 33 -
723. Authorization	- 33 -
724. Attorneys' Fees	- 33 -
725. Discretionary Approvals	- 33 -

ATTACHMENTS

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	Schedule of Performance
Attachment No. 7	Proforma
Attachment No. 8	Joint Escrow Instructions

**AMENDED AND RESTATED
OWNER PARTICIPATION AGREEMENT**

This Amended and Restated Owner Participation Agreement (this “**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 (“**Owner**”) dated as of _____, 2010 (“**Date of Agreement**”). Agency and Owner are collectively referred to herein as the “**Parties**.”

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 promotion of affordable housing on the Property.

B. Owner qualifies, or will qualify, as an “**Owner Participant**” as that term is defined in the Community Redevelopment Law.

C. Owner has purchased or has the contractual right to purchase certain real property (the “**Property**”) comprised of approximately ten (10) acres located on two contiguous vacant legal parcels known as assessor parcel numbers 003-360-026-000 and 003-360-025-000, 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 and incorporated herein by this reference.

D. “Owner will ground lease the Property to the Winters Pacific Associates, a California Limited Partnership (the “**Partnership**”) pursuant to the Ground Lease.

D. The Partnership will construct certain improvements on the Property, including a seventy-four (74) unit permanent rental residential housing complex comprised of twelve (12) one-bedroom units (of which one will be a dedicated Manager’s unit), twenty-six (26) two-bedroom units, thirty-two (32) three-bedroom units, and four (4) four-bedroom units, together with common facilities (the “**Project**”).

E. Concurrently with this Agreement, Agency and Owner will enter into an Affordable Housing Covenant (the “**Covenant**”) which will place certain affordability restrictions on the Property for a term of 55 years, as more fully described in the Covenant.

F. 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 the Agency will only be providing routine government functions and performing conventional activities of a grantor such that it will fall within the meaning of Section 37001.05(e) of the Health and Safety Code as an exception to the requirements of Article XXXIV.

G. 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 redevelopment of real property within the Redevelopment Project jurisdictional limits.

H. Pursuant to Section 33334.2 of the California Health and Safety Code, Agency has set aside twenty percent (20%) of tax increment revenues (the “**Affordable Housing Fund**”) allocated to it to improve and increase the supply of affordable housing in the City of Winters. Agency desires to use One Million Three Hundred Thousand Dollars (\$1,300,000) from the Affordable Housing Fund to provide financial assistance (the “**Financial Assistance**”) to Owner for the purpose of funding a portion of the cost of acquisition of the Property.

I. Agency and Owner desire to enter into this Agreement in order to set forth the terms and conditions relating to: (i) the provision of Financial Assistance to Owner; and (ii) the provision of covenants to ensure that the Affordable Units remain affordable (at the levels set forth in the Covenant, or such other more restrictive terms as may apply) for the longest feasible time.

J. The purpose of this Agreement is to effectuate the Redevelopment Plan as more particularly set forth herein. The Agency has determined that (i) this Agreement (a) is consistent with the Redevelopment Plan and the implementation plan for the Redevelopment Project, (b) will be of benefit to the Redevelopment Project, and (c) will further the goals of the Redevelopment Plan by providing affordable housing in the Redevelopment Project, and (ii) the Financial Assistance is necessary to make the Project economically feasible and affordable to Very Low and Extremely Low Income households.

K. 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.

L. Agency previously approved an Owner Participation Agreement, on May 19, 2009, pertaining to the Property and the Project. This Agreement supersedes and replaces the previous Owner Participation Agreement, which is hereby terminated and shall have no further force and effect.

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 Owner hereby agree that the Recitals above are incorporated by reference and further agree as follows:

100. DEFINITIONS; REPRESENTATIONS AND WARRANTIES

101. Definitions.

“*Affiliate of Owner*” means an entity or entities in which Owner 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 this 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 Amended and Restated Owner Participation Agreement between Agency and Owner including all Attachments.

“*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, and of any other political subdivision, agency or instrumentality exercising jurisdiction over Agency, City, Owner or the Property, including, but not limited to, 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 Covenant, Attachment No. 6 – Schedule of Performance, Attachment No. 7 – Certificate of Completion,

and Attachment No. 8 -- 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 that (i) the deed transferring the Property to Owner, (ii) the Memorandum, (iii) the Ground Lease, (iv) the Covenant, and (v) the AB 987 Notice 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 Covenant to be recorded against the Property as provided in Section 301 in the form attached hereto as Attachment No. 5.

“Eligible Household” means an Extremely Low Income Household, a Very Low Income Household, or a 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.

“Ground Lease” means that certain long-term ground lease agreement covering the Property by and between Owner and the Partnership dated as of June ____, 2010.

“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.*”

“*Low Income Person*” or “*Low Income Household*” means a person or household whose gross income is 80% or less of area median income or such other standard as set forth from time to time pursuant to California Health and Safety Code Section 50079.5, as amended or any succession statute thereto.

“*Owner*” means Central Valley Coalition for Affordable Housing, a California non-profit public benefit corporation or its permitted assignee or transferee of the Property.

“*Owner Parties*” means (individually and collectively) Owner’s officers, directors, parents, partners, members, subsidiaries, affiliates, managers, successors and assigns; provided, however, that Owner Parties shall not include the Partnership or any limited partner of the Partnership.

“*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.

“*Partnership*” means Winters Pacific Associates, a California limited partnership.

“*Partnership Agreement*” means the Amended and Restated Agreement of Limited Partnership of the Partnership.

“*Performance Documents*” means this Agreement, the Memorandum, the Covenant and all other agreements between Owner and Agency contemplated therein or evidencing or securing the Affordability Restrictions. Notwithstanding the foregoing, the term “**Performance Documents**” expressly excludes the Notice of Affordability Restrictions on Transfer of Property, any conditions of approval), and any other agreements between or among Owner, any Owner Parties, the Partnership and Agency or City.

“*PILOT Agreement*” means that certain Agreement to Make Payment in Lieu of Taxes dated as of June __, 2010 between the City and the Partnership.

“*Planning Commission*” means the Planning Commission of the City of Winters.

“*Project*” is defined in Recital D.

“*Property*” means that certain real property 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.

“*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. 6 and incorporated herein, setting out the dates and/or time periods by which certain obligations set forth in this Agreement must be accomplished.

“Tax Credits” means the Federal Low-income Housing Tax Credits allocated under Section 42 of the Internal Revenue Code.

“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 Owner 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. 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 Owner’s Representations. The following representations and warranties are made to the best knowledge of Owner, which represents and warrants to Agency as follows:

a. Authority. Owner is the managing general partner of Partnership. Owner 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. True and complete copies of the originals of the documents evidencing the organization of Owner and amended to the Date of Agreement shall be delivered by Owner to Agency as of the Date of Agreement. Owner 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 Owner.

b. Records and Reporting Obligations. Owner 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. Owner'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 Owner is a party or by which it is bound.

d. No Owner Bankruptcy. Owner is not the subject of a bankruptcy proceeding.

e. No Litigation. There are no Claims (defined in Section 607.4), causes of action or other litigation or proceedings pending or threatened against Owner, or any Affiliate of Owner, that would affect Owner's ability to undertake and satisfy all of its obligations pursuant to this Agreement.

f. Broker's Commission. Owner shall be solely responsible for any commissions or fees payable to its broker, if any in connection with its acquisition of the Property and this Agreement. Owner 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. Owner Sophistication.

i. Owner 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. Owner is familiar with the Property 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 Property, 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, Owner 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 fund the Financial Assistance to Owner, then this Agreement shall automatically terminate, and neither party shall have any further rights, obligations or liabilities pursuant hereunder. Owner shall have the right to cause this Agreement, any of the Performance Documents and any of the

Financial Assistance to be deposited in the closing escrow (“Escrow”) for Owner’s acquisition of the Property, in which event Owner and Agency shall execute the joint escrow instructions (“Escrow Instructions”) attached hereto as Attachment 8. If Agency terminates this Agreement pursuant to this Subsection (ii) prior to Closing, Agency shall be entitled to withdraw any documents or Financial Assistance then held in Escrow. Owner’s representations and warranties set forth in this Section 102.2 shall survive Closing, expiration or other termination of this Agreement.

103. LIMITATIONS ON TRANSFER.

103.1 Consent Required. The qualifications and identity of Owner and its ownership of fee title to the Property are of particular concern to Agency. It is because of the demonstrated qualifications and identity of Owner that Agency has entered into this Agreement with Owner, and Owner expressly agrees to the following limitations on transfer.

a. Owner shall not enter into any amendment to its 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 Owner to fulfill its duties and obligations under this Agreement and the Covenant, or (ii) Agency’s or City’s rights and remedies under this Agreement or the Covenant. Within ten (10) days following receipt of the proposed amendment, Agency shall either approve or disapprove the requested amendment.

b. Owner shall notify Agency of any proposed transfer or assignment of this Agreement promptly upon commencement of negotiations in connection with such event. Agency’s Executive Director shall approve or disapprove any requested transfer or assignment within thirty (30) days after receipt of a written request for approval from Owner, together with such documentation as may be reasonably required by Agency’s Executive Director. The documentation to be provided by Owner to Agency’s Executive Director shall include 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 that in the reasonable opinion of Agency’s Executive Director is financially capable and has the qualifications and experience to perform the duties and obligations of Owner hereunder.

c. Prior to any proposed transfer or assignment described in Subsection (b) hereinabove being considered for approval by Agency’s Executive Director, Owner 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 Owner under this Agreement which arise after the effective date of the assignment, and in which the assignee would agree to assume, or Owner would expressly remain responsible for, all performance of Owner 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, Owner shall deliver to Agency a fully executed counterpart of the assignment and assumption agreement.

103.2 Conditions Precedent to Transfer. Neither Owner nor its successors or assigns shall assign or transfer its rights under this Agreement or its fee title to Property (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 the receipt of evidence acceptable to the Agency that all of the following conditions have been satisfied:

a. Neither Owner nor its successors or assigns is in Default under the Covenant or this 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 Property shall comply with the provisions of this Agreement and the Covenant.

c. Either (i) the purchaser or assignee is a sophisticated real estate owner, or (ii) Owner or its management company will continue to manage the Property 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 that desires to acquire the Property 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 this Agreement), and, if requested by Agency, an opinion of such purchaser or assignee's counsel to the effect that this 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, Owner shall be released of all of its obligations under the Performance Documents arising from and after the date of such approved transfer.

f. Notwithstanding anything herein to the contrary, Agency hereby approves the transfer of the Property under the initial Ground Lease from Owner to the Partnership such that no further consent of Agency is necessary for Owner to transfer the leasehold interest in the Property to the Partnership or for the Partnership to transfer the leasehold to a third party.

103.3 Pre-Approved Owner Transfers. Notwithstanding any other provision of the Covenant or Agreement to the contrary, Agency approval of a transfer or assignment of the Covenant, this Agreement, or the Property shall not be required in connection with any of the transfers listed below, provided, however, that in all events the provisions of Section 103.2(e) must be fulfilled to Agency's reasonable satisfaction. In the event of an assignment or transfer

by Owner not requiring Agency's prior approval, Owner 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 Owner submitting the assignment and assumption agreement for assignment of this Agreement and the approval of such agreement by Agency, which approval shall not be unreasonably withheld, any transfer or assignment of the Property or any interest therein or any transfer of the Project or any interest therein to an entity or entities in which Owner, retains more than 50% in the aggregate, directly or indirectly, of the ownership of the general partner interests 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 Owner**"). 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. The granting of temporary or permanent easements or permits to facilitate development of the Property.

c. 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).

d. The transfer of any stock or other beneficial interest of Owner provided such transfer does not cause a material change in the rights to manage and control Owner.

103.4 Transfer by Foreclosure. Nothing in this Agreement or the Covenant shall prohibit (i) sale or transfer of all or any portion of the Property through foreclosure of a mortgage or deed of trust permitted pursuant to this 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 this Agreement and the Covenant. Agency shall not be obligated to pay Financial Assistance to any transferee of the Property after foreclosure or transfer in lieu of foreclosure unless such transferee assumes all of Owner's and Owner's obligations under this Agreement and the Covenant (excluding repayment of any portion of the Financial Assistance not actually disbursed to such transferee).

104. Intentionally Omitted

105. Intentionally Omitted

106. Owner's Obligations with Respect to Hazardous Materials. Owner 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 Property; (ii) and 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 Property 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 Property. Owner shall take all actions necessary to promptly restore the Property to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under Applicable Laws. Owner's obligations under this Section 106 shall survive Closing, expiration or other termination of this Agreement.

106.1 Duty to Prevent Hazardous Materials Contamination. Owner 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, Owner 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. Owner 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. Owner 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 Owner relating to Owner's storage, use, transportation, handling or disposal of Hazardous Materials on or about the Property.

c. In the event of a release of any Hazardous Materials onto or from the Property, Owner 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, Owner shall furnish to Agency a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property 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, Owner shall indemnify, defend and hold the Indemnitees (as defined in Section 607.1) 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 Property 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.

106.5 Survivability. Owner'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.

200. OWNER COVENANTS

201. Property Improvements. Owner shall ensure, pursuant to the Ground Lease, that any improvements constructed on the Property comply with all approvals of 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 Partnership 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. Owner shall ensure, pursuant to the Ground Lease, that all work on the Property 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. Permits and Approvals. The Ground Lease shall provide that before commencement of construction of any portions of the Property, or other work on or about the Property, the Owner or Partnership 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 Owner 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.

203. Schedule of Performance. Owner shall satisfy all other obligations and conditions of this Agreement within the times established therefore 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 Owner 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 this Agreement, this 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 and any other agreements between or among Owner, any Owner Parties, and City.

204. Insurance Requirements»

. Owner shall take out and maintain or shall cause to be maintained throughout the term of this Agreement, insurance coverage as follows:

204.1 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 Owner, 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 a general aggregate limit is used, either the general aggregate limit shall apply separately to the Property 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 Owner's negligence, for liability arising out of the operations performed by or on behalf of Owner. 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 Property, Owner's insurance is primary coverage to Agency and City, and any insurance or self-insurance programs maintained by Agency or City is excess to Owner'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.

204.2 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-. Owner 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 Owner 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 Owner to Agency within the time provided in the Schedule of Performance.

204.3 Rights of Access. 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 hours during the period of construction for the purposes of this Agreement, including the inspection of the Property. Agency (or its representatives) shall, except in emergency situations, notify Owner prior to exercising their rights pursuant to this Section 204.3. 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.

205. Compliance With Laws.

205.1 Generally. Owner shall comply with all Applicable Laws. Owner, for itself, and its successors and assigns, agrees that Owner 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.

205.2 Prevailing Wages.

a. Compliance. Owner shall comply, and shall ensure through the Ground Lease that the Partnership and 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**") to the extent applicable in connection with the Property. Except to the extent a ruling to the contrary is obtained from the Department of Industrial Relations or the requirements for any applicable exemption are met, Owner shall, as required, comply with Prevailing Wage Laws, shall require under the Ground Lease that the Partnership and its general contractor 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. The Ground Lease shall require the Partnership to include in its general contractor agreement and subcontracts, a provision 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.

b. Prevailing Wages Waiver, Release and Indemnity. Owner's waiver, release and indemnity with respect to prevailing wage laws are set forth in Sections 607.1(a)(i) and 607.2 below.

206. Taxes and Assessments.

206.1 Payment of Taxes. Owner shall pay prior to delinquency all ad valorem real estate taxes and assessments on the Property or any portion thereof, subject to Owner's right to contest in good faith any such taxes. Owner 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.

206.2 Taxes. Owner or Partnership may apply for exemption from the payment of real or personal property taxes, including possessory interest taxes, on the Property, all as set forth in the PILOT Agreement encumbering the Property.

206.3 Obligation to Refrain from Discrimination From and after Owner's acquisition of the Property, Owner shall not restrict the rental, sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property or the Improvements, or any portion thereof, on the basis of race, color, religion, creed, sex, sexual orientation, disability, marital status, ancestry, or national origin of any person. Owner covenants for itself and all persons claiming under or through it, and this Agreement is made and accepted upon and subject to the condition 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 Property or part thereof, nor shall Owner or any person claiming under or through Owner 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, subtenants, sublessees or vendees in, of, or for the Property or the Improvements or part thereof. Owner shall include such provision in all deeds, leases, contracts and other instruments executed by Owner, and shall enforce the same diligently and in good faith.

All deeds, leases or contracts made or entered into by Owner, its successors or assigns, as to any portion of the Property or the Improvements shall contain the following language:

(a) In Deeds, the following language shall appear:

“(1) Grantee herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, that there shall be no discrimination against or segregation of a person or of a 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 property herein conveyed nor shall the grantee or any person claiming under or through the grantee 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, subtenants, sublessees or vendees in the property herein conveyed. The foregoing covenant shall run with the land.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(b) In Leases, the following language shall appear:

“(1) The lessee herein covenants by and for the lessee and lessee’s heirs, personal representatives and assigns, and all persons claiming under the lessee or through the lessee, that this lease is made subject to the condition that there shall be no discrimination against or segregation of any person or of a group of persons on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, ancestry or disability in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the property herein leased nor shall the lessee or any person claiming under or through the lessee 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 property herein leased.

“(2) Notwithstanding paragraph (1), with respect to familial status, paragraph (1) shall not be construed to apply to housing for older persons, as defined in Section 12955.9 of the Government Code. With respect to familial status, nothing in paragraph (1) shall be construed to affect Sections 51.2, 51.3, 51.4, 51.10, 51.11 and 799.5 of the Civil Code, relating to housing for senior citizens. Subdivision (d) of Section 51 and Section 1360 of the Civil Code and subdivisions (n), (o), and (p) of Section 12955 of the Government Code shall apply to paragraph (1).”

(c) In Contracts, the following language shall appear:

“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 property nor shall the transferee or any person claiming under or through the transferee establish or permit any such practice or practices of discrimination or segregation with reference to selection, location, number, use or occupancy of tenants, lessee, subtenants, sublessees or vendees of the land.”

300. ADDITIONAL COVENANTS, RESTRICTIONS AND AGREEMENTS

301. Use Covenants. Owner covenants and agrees for itself and each of the Owner Parties, that it shall cause the use, maintenance, and operation of the Property to 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 shall be recorded against the Property upon Closing and shall have a lien priority acceptable to Agency in its sole discretion (subject, however, to any and all requirements pursuant to Section 42 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder for the Project to generate Tax Credits).

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 Memorandum, the Notice of Affordability Restrictions on Transfer of Property,

and/or the Covenant, as applicable) 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.

303. Affordable Units. Pursuant to the Covenant, the Project to be constructed on the Property shall be income restricted as follows: nineteen (19) of the residential units shall be affordable to Extremely Low Income Households; seventeen (17) of the residential units shall be affordable to Very Low Income Households. The remaining residential units shall be affordable to Low Income Households except that one (1) Unit shall be an employee/manager's unit. Each income restricted residential unit is referred to herein as an "**Affordable Unit**" and collectively as the "**Affordable Units**" (subject, however, to any and all requirements pursuant to Section 42 of the Internal Revenue Code and the Treasury Regulations promulgated thereunder for the Project to generate Tax Credits). The Covenant contains additional requirements relating to the Affordable Units.

304. Rent and Income Restrictions. Pursuant to the Covenant, the Affordable Units (other than 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 Low Income, 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 Property (in addition to the Covenant), the most stringent income and rent requirements shall control; provided, however, notwithstanding anything herein to the contrary, to the extent not in violation of Community Redevelopment Law, the household size, income and rent requirements and determinations shall conform with IRC Section 42, the regulations promulgated thereunder and California Tax Credit Allocation Committee procedures.

400. FINANCIAL PROVISIONS

401. Financial Assistance. Financial assistance extended hereunder consists of a grant to Owner from Agency Affordable Housing Funds in an amount 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). Agency acknowledges that the Partnership, rather than Owner, will construct and own the Project and therefore none of the Financial Assistance shall be used for construction costs of the Project. In consideration of Owner's obligations hereunder, including Owner's obligation to provide Affordable Units, Agency agrees to extend to Owner the Financial Assistance subject to the terms and conditions of this Agreement, including Owner'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, 2011 ("**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.

401.1 Disbursement of Financial Assistance. Agency will disburse the proceeds of the Financial Assistance into the Escrow held by Chicago Title Company for the purchase of the Property.

401.2 Conditions Precedent. The conditions precedent set forth in this Section 401.1 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, Owner 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 Owner contained in each of this Agreement and the Performance Documents shall be true and correct.

b. Execution of Documents. Owner shall have executed this Agreement, and executed and acknowledged in recordable form the Memorandum of Agreement, the Covenant and any other documents required hereunder or necessary to Closing, and delivered such documents to Agency or into Escrow.

c. Insurance. Owner shall have provided proof of the insurance required under this Agreement.

d. Financial Statements and Reports. Upon Agency's request Owner 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 by Agency to Owner shall only be made upon prior written request of Owner to Agency for payment of Owner's acquisition cost of the Property, 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. Organizational Documents. Owner shall have delivered to Agency, and Agency shall have approved, Owner's 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 Property shall be delinquent.

h. Property Acquisition. Owner shall hold fee simple title to the Property.

i. Permits and Land Use Approvals. Owner shall have duly submitted an application for the Property and obtained all permits, land use approvals, and other entitlements required for the Property (whether pursuant to this Agreement or Applicable Laws), and the period for administrative and legal challenge to such permits, land use approvals, and entitlements shall have expired.

j. Escrow Instructions. The parties will execute Escrow Instructions in substantially the form attached hereto as Attachment No. 8 and incorporated by reference.

k. Environmental Compliance. The following items (i), (ii) and (iii) are collectively referred to herein as “**Environmental Compliance.**”

i. CEQA Compliance. Owner 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. Owner 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 FONSI and providing a copy thereof to Agency.

iii. Indemnity. Owner 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 401.2. Owner’s obligations under this Section shall survive Closing, expiration or other termination of this Agreement.

l. 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.

401.3 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 Owner, 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 Property if any of the following conditions subsequent (individually and collectively, “**Conditions Subsequent**”) occur.

a. Subject to Sections 103.2 and 103.3, without the prior written consent of Agency except as expressly permitted by this Agreement or the Covenant, Owner shall not directly or indirectly, voluntarily or involuntarily sell, assign, transfer, dispose of or further encumber or agree to sell, assign, transfer, dispose of or further encumber or suffer to exist any other lien against all or any portion of or any interest in Owner’s fee title to the Property, except for the Ground Lease or any other sale or transfer which is expressly permitted by the terms of this Agreement and except for any liens or encumbrances entered into prior to or concurrent with the Closing. 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 Affiliate of Owner, 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 Property may be exempt from such transaction during the period when owned by Agency. Any required consent of Agency shall not be unreasonably withheld, conditioned or delayed.

b. Subject to the cure provisions of Section 601 of this Agreement, if Owner fails to comply with the Schedule of Performance.

401.4 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 Owner or any of its successors or assigns is in Default under the Covenant, this Agreement, or any other obligation to Agency or City.

401.5 Inspection Rights.

a. “**Documentation**” as used in this Agreement, means collectively, testing, correspondence, submittals, samples, , 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 of Owner and Owner’s books and records related to the Property.

b. Each of Agency and City shall have the right, upon written notice to Owner, and during normal business hours, to inspect, examine and audit the Documentation. Owner shall pay all costs associated with such audit if Agency or City determines that the Cost

Certification and/or Property Costs were overstated, and/or the Documentation provided to Agency or City was materially incomplete, false, or misleading.

402. Owner Financing. Notwithstanding that Owner does not presently intend to do so, Owner may seek financing in addition to Financial Assistance. In such event, Owner shall seek approval of any financing obtained by Owner as defined in Section 501.5 “”. Each of City and Agency shall have the right to record a request that Agency receive notice of any default by Owner under Owner Financing or other financing obtained by Owner, or any successor thereto, with respect to the Property.

403. Distribution of Foreclosure Proceeds. The proceeds generated by any Foreclosure (defined below) of the Property or any portion thereof (“**Proceeds**”) shall be distributed as follows: (i) first, all senior liens and encumbrances on the Property shall be fully paid from the Proceeds; (ii) second, Agency shall be paid the difference between the appraised value of the completed Property (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. Owner 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 Property 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). Owner 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 relating to Owner’s fee title to the Property. Owner’s obligations under this Section shall survive Closing, expiration or other termination of this Agreement.

500. SUBORDINATION.

501. Conditions to Subordination.

501.1 Agency Consideration of Subordination. Agency shall subordinate the lien of its Performance Documents to the Extended Use Agreement (defined below). Agency shall also consider in good faith any further subordination requests subject to requirements set forth herein and otherwise in the Performance Documents, as applicable, upon written request by Owner, 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 or such other provisions as approved by Agency in writing: (i) Agency shall receive any notices of default issued by such lender to Owner; and (ii) Agency shall have the right to cure any default by Owner within forty-five (45) days after a notice of default.

501.3 Agency Right to Approve. Agency shall have the right to review and approve the terms and conditions of any senior financing of Owner 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 Owner 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 or pursuant to Section 501.5.

501.4 Implementation. To implement any such subordination, Agency agrees to cooperate with Owner and execute such subordination agreements and/or intercreditor agreements that may be reasonably required, in form and content approved by Agency counsel.

501.5 Definitions. Governmental Financing and Permanent Financing are collectively referred to herein as “**Owner Financing.**” “**Governmental Financing**” means, individually and collectively, one or more loans or grants to Owner in the form of governmental or quasi-governmental sources, which may or may not include HUD financing, Tax Credits, 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. “**Permanent Financing**” means any acquisition or other permanent financing to Owner and secured by Owner’s fee interest in the Property 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 Owner 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 Property. 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 subordinate the Performance Documents to the Extended Use Agreement recorded against the Property.

502.2 To Governmental Financing. Agency shall subordinate the Performance Documents to the Governmental Financing in accordance with Community Redevelopment Law.

502.3 To Owner Financing. Agency shall subordinate the Performance Documents to the Owner Financing in accordance with Community Redevelopment Law.

600. DEFAULTS AND REMEDIES

601. Default. Subject to the permitted extensions of time as provided in Section 702 of this Agreement, (a) failure by either party to perform any action or covenant required by the Performance Documents within the time periods provided herein following written notice and expiration of any applicable cure periods, shall constitute a **“Default”** under the Performance Documents only, and (b) failure by either party to perform an action or covenant under the loan documents evidencing or securing the Owner Financing within the time periods provided herein and following written notice and expiration of any applicable cure periods, shall constitute a **“Default”** under the Loan Documents only. A party claiming a Default hereunder or under any of the Performance Documents shall give written notice to the other party identifying the Default complained of, to the extent required therein.

601.1 General Remedies. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days following receipt of such written notice of default immediately, with due diligence, commences to cure, correct or remedy such failure or delay and completes such cure, correction or remedy with diligence provided that, if the cure cannot be completed within such 30-day period, the defaulting party shall have 90 additional days to effect such cure. If a Default occurs under the Performance Documents, then Agency and/or City, as applicable, subject to any notice and cure provisions thereunder may exercise any right or remedy which it has thereunder, or which is otherwise available at law or in equity or by statute, and all of their rights and remedies shall be cumulative; provided however that neither Agency or City shall have any right to terminate, abridge, impair or otherwise disturb any estate or interest granted pursuant to the Ground Lease.

601.2 Specific Performance; Disbursement Cessation. Upon the occurrence of a Default, each Agency and City may, at its option, require specific performance of Owner's obligations and/or cease disbursement of Financial Assistance.

601.3 Specific Performance; Return of Financial Assistance In the event of a Default by Owner following deposit of the Financial Assistance into Escrow and prior to close of Escrow; Owner will instruct the escrow officer to return all Financial Assistance funds to Agency.

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, Owner'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 and such failure is not remedied within 90 days of written notice thereof from the Agency; or (iii) otherwise in accordance with the provisions of this Agreement, including Section 402 hereof subject in all cases to Owner's right to cure within 90 days of written notice from the Agency. In the event of termination due to a failure by Owner under such Sections, neither Agency nor Owner shall have any further rights against Agency or City, neither Agency nor City shall have any liability to Owner 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 Owner 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 Owner, service of process on Owner 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. Owner on behalf of itself, and each of the Owner 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 Owner or any Owner Parties obligation to comply with all Applicable Laws and Prevailing Wage Laws, if applicable, with respect to all or any portion of the Property (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 Owner's or Owner Parties' business operations or the relocation of any person or persons, business or businesses, or other occupant or occupants located at the Property, 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 Property or any other person or entity claiming a right to use or occupy the Property pursuant to a written or oral agreement with Owner or any Owner 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 Owner or Owner Parties to comply with all Applicable Laws with respect to the Property, 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 Property 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 by Owner of any provision of this Agreement.

vii. The subject matter of this Agreement, including the Ownership, maintenance or management of the Property, 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 Owner or Owner Parties under this Agreement or otherwise, including whether such activities or performance thereof be by Owner, any Owner Parties, or by anyone directly or indirectly employed or

contracted with by Owner or any Owner Parties and whether such damage shall accrue or be discovered before or after termination of this Agreement.

b. California Civil Code Section 1542. It is hereby intended that the releases contained in Section 601 relates to both known and unknown Claims that either Owner or any Owner Parties may have, or claim to have, against Indemnitees 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, Owner on behalf of itself and all Owner 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 601, Owner, for itself and all Owner Parties, hereby waives and relinquishes all rights and benefits which it may have under California Civil Code Section 1542.

607.2 Indemnity. Owner shall defend (with counsel reasonably acceptable to Agency and City, as applicable), indemnify, assume all responsibility for, and hold Indemnitees 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 or default by City or Agency hereunder. 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.

607.3 Challenges to Agreement. Owner shall defend (with counsel reasonably acceptable to Agency and City, as applicable), indemnify, assume all responsibility for, and hold Indemnitees harmless from and against any and all legal challenges arising out of or in any way connected with or otherwise based upon the Agency and/or City's approval or execution of this Agreement, including but not limited to, legal challenges based upon an alleged failure to comply with federal or state laws, and 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 legal challenge. The parties each acknowledge and agree that the defense, indemnification, protection and hold harmless obligations of the parties under this Section 607.3 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.

With a copy to: Meyers, Nave, Riback, Silver & Wilson
555 Capitol Mall, Suite 1200
Sacramento, CA 95814
Attention: Redevelopment Group
Telephone: (916) 556-1531
Facsimile: (916) 556-1516

To Owner Central Valley Coalition for Affordable Housing
3351 M Street, Suite 100
Merced, CA 95348
Telephone: (209) 388-0782
Facsimile: (209) 385-3770
Attention: Christina Alley

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 Owner. Owner expressly agrees that adverse changes in economic conditions, either of Owner specifically or the economy generally, changes in market conditions or demand, and/or Owner's inability to obtain financing or other lack of funding to complete the acquisition of the Property shall not constitute grounds of enforced delay pursuant to this Section 702. Owner expressly assumes the risk of such adverse economic or market changes and/or inability to obtain financing, whether or not foreseeable as of the Date of Agreement.

703. Successors and Assigns. Subject to the prohibitions against changes in the ownership, management and control of Owner set forth in the Covenant, all of the terms, covenants and conditions of this Agreement shall be binding upon Owner and its permitted successors and assigns. Whenever the term "**Owner**" is used in this Agreement, such term shall include any other permitted successors and assigns to Owner's fee title to the Property as herein provided. Any assignee pursuant to an assignment consented to by Agency shall deliver to Agency or City, as applicable, before the assignment shall be effective, a written original of the assignment of this Agreement and the party's agreement to be bound by and to perform and observe all terms, covenants and conditions of Owner under this Agreement and to assume all

obligations of Owner thereunder, which instrument must be satisfactory in form and content to Agency or City, and their respective counsel, as applicable.

704. Memorandum of Agreement. A “**Memorandum of Owner Participation Agreement**” in the form of Attachment No. 3 attached hereto shall be recorded against the Property immediately following execution of this Agreement by Agency.

705. Relationship Among Agency, City and Owner. It is hereby acknowledged that the relationship among Agency, City and Owner is not that of a partnership or joint venture and that Agency, City and Owner shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided herein or in the Attachments, neither Agency nor City shall have any rights, powers, duties or obligations with respect to the construction, development, operation, maintenance, or management of the Property. Owner agrees to indemnify, hold harmless and defend the Indemnitees from any claim made against the Indemnitees arising from a claimed relationship of partnership or joint venture between Agency and Owner or among Agency, City and Owner, or City and Owner, with respect to the construction, development, operation, maintenance, or management of the Property.

706. City as Third Party Beneficiary. Owner agrees and acknowledges that City and its officials, officers, employees, volunteers, agents, and representatives is a third-party beneficiary of this Agreement, including the releases and indemnities contained in this Agreement.

707. Scope of Executive Director and City Manager Authority. Whenever a reference is made herein to an action or approval to be undertaken by Agency, the Executive Director of Agency (“**Executive Director**”) or his or her designee is authorized to act on behalf of Agency unless specifically provided otherwise herein. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager of City (“**City Manager**”) or his or her designee is authorized to act on behalf of City unless specifically provided otherwise herein. 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 713), and approval of the Annual Payment 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 8, inclusive) constitute the entire understanding and agreement of the Agency and Owner, 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 (including the Owner Participation Agreement approved on May 19, 2009), understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no

further force or effect; provided, however, that Owner acknowledges and agrees that any conditions of approval imposed by City, and any other agreements between or among Owner, any Owner Parties, and City, whether existing before, on, or after the Date of Agreement, are separate from and in addition Owner'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 Owner 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 Owner or this Agreement shall be void, except to the extent that Owner 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 Owner, 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 Owner or its successors, or on any obligations under the terms of this Agreement. Owner 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 Owner or its successors, or on any obligations under the terms of this Agreement. Owner 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, Owner 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 Owner, which approval shall not be unreasonably withheld.

723. Authorization. Each individual or entity executing this Agreement on behalf of Owner represents and warrants that he or she or it is duly authorized to execute and deliver this Agreement on behalf of Owner and that such execution is binding upon Owner.

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 of City and Agency shall act independently, reserving full and complete discretion with respect to any approvals without reference to this Agreement. As such, Owner 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 Owner; (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 Property unless and until Agency or City (as applicable) has fully reviewed and considered the environmental impacts of the proposed Property 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 Property or take any other action in support of the proposed Property, nor are they precluded, by this Agreement or otherwise, from rejecting the Property or from imposing mitigation measures as a condition of Property approval, which measures mitigate or avoid direct or indirect environmental effects of the Property. Owner 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 Owner 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 Owner have executed this Agreement on the respective dates set forth below.

“OWNER”

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 Section 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

1427859.2

RESOLUTION NO. 2010-36

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE MAYOR TO EXECUTE A PAYMENT IN LIEU OF TAXES
AGREEMENT AND A MAINTENANCE AGREEMENT WITH WINTERS
PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP, FOR THE
PAYMENT OF CERTAIN FEES AND MAINTENANCE OF PROPERTY
RELATED TO 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 "CVCAH") is purchasing certain real property within the Project Area (the "Site"); and

WHEREAS, CVCAH will ground lease the Site to Winters Pacific Associates ("Partnership") to develop the Property with seventy-four (74) multi-family units, with seventy-three (73) of the units designated as affordable housing, 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 the City and Agency will only be providing routine governmental functions and performing conventional lending activities for the Project; and

WHEREAS, the Partnership will claim a welfare property tax exemption which will exempt Partnership from paying real estate taxes on the Site and any related improvements thereon; and

WHEREAS, the City has negotiated a proposed Payment in Lieu of Taxes Agreement (the "PILOT") with the Partnership, substantially in the form on file with the City Clerk, to compensate the City for a portion of the real and personal property tax levy that City would have received; and

WHEREAS, City has negotiated a proposed Maintenance Agreement (the "Maintenance Agreement") with the Partnership, substantially in the form on file with the City Clerk, to require the Partnership and any successors in interest to maintain the Project and the Site to certain City standards.

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

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

Section 2. The City hereby approves and authorizes the execution of the PILOT Agreement between the City and the Partnership, in substantially the form on file with the City Clerk and in a form acceptable to the City Attorney.

Section 3. The City hereby approves and authorizes the execution of the Maintenance Agreement between the City and the Partnership, in substantially the form on file with the City Clerk and in a form acceptable to the City Attorney.

Section 4. The Mayor, or his designee, is hereby authorized and directed to execute the PILOT Agreement and the Maintenance Agreement on behalf of the City, and to execute such other documents and take such other actions as necessary to carry out and implement the obligations of the City under the PILOT Agreement and the Maintenance Agreement.

The foregoing resolution was duly and regularly adopted by the City Council of the City of Winters, County of Yolo, State of California, on the 15th day of June, 2010 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Michael Martin, Mayor
City of Winters

ATTEST:

Nanci G. Mills, City Clerk
City of Winters
State of California

1460568.1

Recording requested by and when recorded mail to:

**City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager**

**EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383**

Space above this line for Recorder's use.

APN: _____

AGREEMENT TO MAKE PAYMENT IN LIEU OF TAXES

THIS AGREEMENT TO MAKE PAYMENT IN LIEU OF TAXES ("Agreement"), made this ___ day of June, 2010 by and between of WINTERS PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP ("Partnership") and CITY OF WINTERS ("City").

WHEREAS, Partnership is the ground lessee of that certain parcel of real property legally described in Exhibit A attached hereto (the "Site"); and

WHEREAS, Partnership intends to develop the Site with a seventy-four (74) unit apartment complex and claim a welfare property tax exemption which will exempt Partnership from paying real estate taxes on the Site and any related improvements thereon (collectively, the "Property"); and

WHEREAS, the aforementioned welfare exemption will result in a loss of property tax levy that the City would otherwise be entitled to and receive in connection with the Property; and

WHEREAS, in consideration of the entitlements and approvals that have been and will be granted by the City, including but not limited to charges for City impact fees pursuant to the 2010-2011 schedule adopted pursuant to Resolution No. 2010-23, in connection with the Property, Partnership has agreed to make certain payments to the City in lieu of taxes, enter into a maintenance covenant in favor of the City, and abide by the other terms and conditions, all as set forth hereinbelow; and

WHEREAS, Partnership's ability to make such payments will be impacted by the quality of the improvements constructed on the Property and the Partnership's experience in operating the Property. Accordingly, the Partnership has agreed to make certain covenants to the City with respect to the development of such improvements and Partnership's right to transfer the Property all as set forth hereinbelow.

NOW, THEREFORE, Partnership and City declare and agree that the Property shall be subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Property and of each and every person or entity who now or in the future owns any portion or portions of the Property during the term of this Agreement.

1. **Definitions.**

- a. "Annual Payments" is defined in Paragraph 2.
- b. "Annual Operating Expenses" with respect to a particular calendar year shall mean the following costs reasonably and actually incurred for the Property to the extent that they are consistent with an annual independent audit performed by a certified public accountant using generally accepted accounting principles: property taxes and assessments imposed on the Property; debt service due on a non-optional basis (excluding debt service due from residual receipts or surplus cash of the Property) on loans associated with development of the Property (including any refinancing of such loans); property management fees and reimbursements not to exceed fees and reimbursements which are standard in the industry and pursuant to a management contract; premiums for property damage and liability insurance and any other insurance required by any lender or investor or otherwise required hereunder; utility services not paid for directly by tenants, including water, sewer, trash collection and utilities relating to the common areas; maintenance and repair of the Property; any annual license or certificate of occupancy fees required for operation of the Property; security services; advertising and marketing; cash deposited into reserves for capital replacements of the Property in an amount not to exceed the lesser of \$600 per unit or the amount required by a secured lender and/or tax credit investor for the Property; cash deposited into an operating reserve in an amount not to exceed the amount required by any secured lender and/or tax credit investor for the Property; the Asset Management Fee and Managing General Partner Asset Management Fee payable pursuant to the terms of the Partnership Agreement; Adjuster Distributions, if any, that are payable pursuant to the terms of the Partnership Agreement; deferred developer fee payments provided for in the Partnership Agreement (the terms of which the City hereby acknowledges that it has reviewed and approved); payments of deductibles in connection with casualty insurance claims not normally paid from reserves, the amount of uninsured losses actually replaced, repaired or restored, and not normally paid from reserves, and other necessary and reasonable operating or maintenance expenses not listed above subject to City approval. Annual Operating Expenses shall not include the following: depreciation, amortization, depletion or other non-cash expenses or any amount expended from a reserve account.
- c. "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 Property is located, and of any other political subdivision, City or instrumentality exercising jurisdiction over City, Partnership, the Property, the Improvements, or the Property, 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.

- d. "Gross Revenue" with respect to a particular calendar year, shall mean all revenue, income, receipts, and other consideration actually received from operation and leasing of the Property. "Gross Revenue" shall include, but not be limited to: all rents, fees and charges paid by tenants, Section 8 payments or other rental subsidy payments received for the dwelling units, deposits forfeited by tenants, all cancellation fees, price index adjustments and any other rental adjustments to leases or rental agreements resulting in actual income; proceeds from vending and laundry room machines; and, the proceeds of business interruption or similar insurance. Notwithstanding anything herein to the contrary, "Gross Revenue" shall not include tenants' security deposits, loan proceeds, capital contributions, proceeds of insurance or similar sums.
- e. "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."
- f. "Partnership Agreement" means that certain Amended and Restated Agreement of Limited Partnership of the Partnership dated as of June _____, 2010.
- g. "Residual Receipts" in a particular calendar year shall mean the amount by which Gross Revenue exceeds Annual Operating Expenses.

2. PILOT Payments.

- a. In each year in which the Partnership qualifies for and actually receives a welfare property tax exemption pursuant to which it is exempt from paying property taxes in connection with the Property, Partnership shall pay to City a payment in lieu of taxes in the amount of \$21,000 (the "Annual Payment") to compensate City for a portion of the real and personal property tax levy that City would have received but for the exemption, provided that the Annual Payment(s) shall be payable only out of and up to a maximum of fifty percent (50%) of Residual Receipts. If all or any portion of any Annual Payment(s) is not fully paid, any shortfall shall be carried forward, and shall be paid from up to seventy-five percent (75%) of the Residual Receipts of the following year, and shall become fully due and payable no later than the date which is fifty-five (55) years following the date of recording of this Agreement or the issuance of a certificate of occupancy, whichever occurs later. That portion of any Annual Payment(s) which is not paid when due each year shall accrue interest at the lesser of six percent (6%) per annum or the highest rate allowed by law, whichever is less. To the extent there are Residual Receipts available to make the Annual Payment, as determined in the annual audit required by the United States Department of Agriculture pursuant to the mortgage loan anticipated to be provided to Partnership by or on behalf of the United States Department of Agriculture (or, if no such audit is required, as reflected in Partnership's annual financial statement), but Partnership fails to timely apply such Residual Receipts to make any Annual Payment(s), or portion thereof, or any accrued interest thereon, the City in addition to its other rights and remedies, shall be entitled to record a lien upon the Property for the amount of such delinquent payment provided that (i) such recordation does not constitute an event of default (or would constitute such an event given notice or the passage of time) under the loan documents of any secured lender of the Partnership and (ii) until such time as all mortgage loans secured by the Property are fully repaid and all mortgages on the Property are released, City shall not take any action (including, without limitation, the commencement of any judicial or non-judicial action or proceeding) to foreclose on or otherwise realize upon such lien. Partnership consents to the recordation of such lien subject to the foregoing, and the lien may be foreclosed upon by City if the delinquent amount remains unpaid for a period of three (3) years thereafter. Notwithstanding the foregoing, such lien shall not be recorded or foreclosed upon if such action would result in a default under any loan document encumbering the Property.
- b. No Annual Payment or any other payment in lieu of taxes shall be made or accrue for any year in which no property tax exemption is secured. The City will not request nor require the payment of any money by Partnership to Yolo County or any other governmental entity other than the City.
- c. The covenants contained in this Agreement shall run with the land and shall be binding on the parties, their assigns and successors in interest and all persons claiming an interest in the Property until such time as the Property is no longer eligible for a welfare exemption or similar exemption from the payment of real property taxes or the Partnership (or its successor) no longer claims the benefit of such exemption.

3. **Partnership's Construction.**

- a. Partnership shall develop and construct the improvements on the Property in accordance with the schematic drawings, plans, and documents submitted to and approved by the City Planning Commission, any conditions of approval reasonably required by City, and those drawings, plans, and documents (including Basic Concept Drawings, Design Development Drawings or Construction Drawings) submitted to the City and approved by the City 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.
- b. If, within a period of one (1) year after issuance of the certificate of occupancy, if any of the improvements 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, Partnership shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the work to the reasonable satisfaction of the City Engineer. Should Partnership fail to act promptly or in accordance with the requirement after written notice from City, or should the exigencies of the case require repairs, replacements or reconstruction to be made before Partnership can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Partnership shall pay to City, the actual cost of such repairs, replacements and reconstruction. Except where the exigencies of the case require immediate action, City agree to notify Partnership and Partnership in writing if any portion of the Property 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 Partnership to cure the deficiencies. Upon notification of any such defect, Partnership 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 Partnership commences to cure the defect within such 30-day period and thereafter diligently prosecutes said cure to completion. Partnership shall construct and perform the work of Improvements in conformity with all Applicable Laws. Partnership, for itself, and its successors and assigns, agrees that in the development of the Property, including construction and the Improvements, Partnership 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.
- c. Partnership 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 Property. Except to the extent Partnership obtains a ruling to the contrary from the Department of Industrial Relations or meets the requirements for any

applicable exemption, Partnership shall, as required, comply with Prevailing Wage Laws, shall require the general contractor for the Property to comply with Prevailing Wage Laws, and, upon written request by City, submit certified copies of payroll records to City and to maintain and make records available to City and its designees for inspection and copying to ensure compliance with Prevailing Wage Laws. Partnership 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 City 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, to the extent applicable, and to submit, upon request by the City certified copies of payroll records to the City and to maintain and make such payroll records available to City and its designees for inspection and copying during regular business hours at the Property or at another location within the City of Winters.

- d. Prior to the issuance of a final certificate of occupancy, for purposes of assuring compliance with this Agreement, representatives of City 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 Property. City (or its representatives) shall, except in emergency situations, notify Partnership prior to exercising their rights pursuant to this subsection (d). The City's rights of access shall be governed by the Public Improvements and Maintenance Agreement between the City and Developer and assigned to the Partnership. 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.

4. **Insurance Requirements.** Partnership 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:

- a. 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 City may approve at its discretion, including contractual liability, as shall protect Partnership and City 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 City 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 Property or the general aggregate shall be twice the required occurrence limit. Said policy shall contain, or be endorsed with, the following provisions:
 - i. City and its officials, officers, agents, employees, volunteers, and representatives, are covered as additional insured, to the extent of Partnership's negligence, for liability arising out of the operations performed by or on behalf of Partnership. The coverage shall contain no special limitations on the scope of protection afforded to City and its respective officials, officers, agents, employees, volunteers, and representatives.

- ii. 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 City by certified mail. 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.
 - iii. For claims related to the Property, Partnership's insurance is primary coverage to City and any insurance or self-insurance programs maintained by City is excess to Partnership's insurance and will not be called upon to contribute with it.
 - iv. Failure to comply with reporting or other provisions of the parties, including breach of warranties, shall not affect coverage provided to City and its respective officials, officers, agents, employees, volunteers, and representatives.
- b. Partnership 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 City by certified mail.
 - c. Partnership 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 City may reasonably require, and shall furnish or cause to be furnished to City evidence satisfactory to City that Partnership and any contractor with whom it has contracted for the performance of work contemplated under this Agreement, whether on or off the Property or otherwise pursuant to this Agreement, carries workers' compensation insurance as required by Applicable Laws.
 - d. Partnership shall maintain 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 and their respective officials, officers, agents, employees, volunteers, and representatives, and provide for thirty (30) days prior written notice to City by certified mail in the event of cancellation. If Partnership has no employees, Partnership 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."

- e. Companies writing the insurance required hereunder pursuant to which City is an additional insured 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. Partnership shall furnish a notarized certificate of insurance countersigned by an authorized agent of the insurance carrier on a form reasonably approved by City setting forth the general provisions of the insurance coverage. The countersigned certificate shall name City and its 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 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 Partnership shall be primary insurance and shall not be contributing with any insurance, self-insurance or joint self-insurance maintained by 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, if available. The required certificate shall be furnished by Partnership to City within the time provided in the Schedule of Performance.

5. Transfers.

- a. Partnership shall not transfer the Property during the term of this Agreement without first notifying the City of any proposed transfer. The City Manager shall approve or disapprove any requested transfer within thirty (30) days after receipt of a written request for approval from Partnership, together with such documentation as may be reasonably required by City Manager. The documentation to be provided by Partnership to City Manager shall include all documentation which City Manager determines is reasonably necessary to evaluate the proposed transaction and the proposed transferee's experience and qualifications. City Manager shall not unreasonably withhold its approval of a transfer or assignment to a proposed transferee/assignee who in the reasonable opinion of City Manager is financially capable and has the development qualifications and experience to perform the duties and obligations of Partnership hereunder.
- b. Prior to any proposed assignment being considered for approval by City Manager, Partnership shall deliver to City Manager the form of a proposed written assignment and assumption agreement in which the assignee would expressly agree to assume all rights and obligations of Partnership under the Agreement which arise after the effective date of the assignment, and in which the assignee would agree to assume, or Partnership would expressly remain responsible for, all performance of Partnership which arose prior to the effective date of the assignment. The assignment and assumption agreement shall be in a form reasonably acceptable to City's legal counsel. No later than the date the assignment becomes effective, Partnership shall deliver to City a fully executed counterpart of the assignment and assumption agreement.
- c. Neither Partnership nor its successors or assigns shall assign or transfer the Agreement or the Property (including any physical portion(s) thereof, component(s) thereof, direct

Partnership interest(s) therein, or right(s) thereunder) during the term of this Agreement without the prior written approval of City Manager, which approval shall not be unreasonably withheld or delayed, and shall be granted upon each City's and City's receipt of evidence acceptable to them that all of the following conditions have been satisfied:

- i. Neither Partnership nor its successors or assigns shall be in default (subject to applicable cure periods) under the Affordable Housing and Maintenance Covenant recorded as of even date herewith (the "Covenant"), or the purchaser or assignee agrees to undertake to cure any such defaults and violations to the reasonable satisfaction of the City.
 - ii. The continued operation of the Property shall comply with the provisions of the Agreement and the Covenant.
 - iii. Either (i) the purchaser or assignee or its property manager has at least five (5) year's experience in the Partnership, operation and/or management of similar size rental housing, and at least one year's experience in the Partnership, operation and/or management of rental housing containing below-market-rate units, without any record of material violations of discrimination restrictions or other Applicable Laws applicable to such, 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) Partnership or its management company will continue to manage the Property 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 thereto.
 - iv. The person or entity which is to acquire the Property 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 properties as identified by any local, state or federal regulatory agencies.
 - v. The proposed purchaser or assignee enters into a written assignment and assumption agreement in form and content reasonably satisfactory to City's legal counsel (including assumption of all waivers, indemnities, and releases set forth in the Agreement), and, if requested by City, 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, Partnership shall be released of all of its obligations under this Agreement or the Covenant and any other documents running in favor of or otherwise to the City arising from and after the date of such approved transfer.
- d. Notwithstanding any other provision of the Covenant or Agreement to the contrary, City approval of a transfer or assignment of the Agreement or the Property shall not be required in connection with any of the transfers listed below, provided, however, that where specifically required below the provisions of Paragraph 5(c)(v) must be fulfilled to

City's reasonable satisfaction. In the event of an assignment or transfer by Partnership of its interest in the Property not requiring City's prior approval, Partnership nevertheless agrees that it shall give written notice to City of such assignment or transfer within fifteen (15) days following such transfer.

- i. Subject to Partnership submitting the assignment and assumption agreement referred to above and the approval of such agreement by City, which approval shall not be unreasonably withheld, any transfer or assignment of the Property or any interest therein to an entity or entities in which Partnership retains more than 50% in the aggregate, directly or indirectly, of the Partnership of the general partner interests 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 Partnerships of such entity ("Affiliate" or "Affiliate of Partnership"). 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.
 - ii. Transfers resulting from the death or mental or physical incapacity of any member or partner of Partnership.
 - iii. Any assignment for financing purposes.
 - iv. Any transfer by foreclosure or deed in lieu of foreclosure or transfers by a lender as described above subsequent to foreclosure or deed in lieu of foreclosure.
 - v. The transfer of any stock, partnership interest, membership or other beneficial interest of Partnership provided such transfer does not cause a material change in the rights to manage and control Partnership.
 - vi. The transfer of (a) any stock, membership or other beneficial interest in any non-managing member or limited partner of Partnership or (b) any direct or indirect beneficial interest as a non-managing member or limited partner of Partnership.
 - vii. The transfer of any managing member interest, non-managing member interest, general partner or limited partner interest in Partnership to an Affiliate of Partnership so long as the initial managing member or general partner (as applicable) or Affiliate of Partnership remains a managing or co-managing member or general partner (as applicable) of Partnership and maintains control over the operation and management of Partnership.
 - viii. The removal and replacement of the general partner of Partnership pursuant to the terms of the Partnership Agreement.
- e. Nothing in the Agreement shall prohibit (i) sale or transfer of all or any portion of the Property through foreclosure of a mortgage or deed of trust, (ii) transfer to the holder of such 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.

6. **Environmental Compliance.** Partnership shall, at its sole cost and expense, promptly take (i) all actions required by any federal, state or local governmental City or political subdivision or any Applicable Laws with respect to the Property; (ii) all actions necessary to prepare the soil for Property 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 Property 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 Property. Partnership shall take all actions necessary to promptly restore the Property to an environmentally sound condition for uses contemplated by this Agreement, notwithstanding any lesser standard of remediation allowable under Applicable Laws. Partnership's obligations hereunder shall continue for the term of this Agreement.

- a. Partnership 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, Partnership 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.
- b. Partnership shall notify City, and provide to City 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.
- c. Partnership shall also report to City, 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 Partnership relating to Partnership's storage, use, transportation, handling or disposal of Hazardous Materials on or about the Property.
 - d. In the event of a release of any Hazardous Materials onto or from the Property, Partnership shall, as soon as possible after the release, furnish to City a copy of any and all reports relating thereto and copies of all correspondence with governmental agencies relating to the release. Upon request of City, Partnership shall furnish to City a copy or copies of any and all other environmental entitlements or inquiries relating to or affecting the Property including all permit applications, permits and reports including those reports and other matters which may be characterized as confidential.
 - e. From and after the date of Agreement, Partnership shall indemnify, defend and hold the City and its employees 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 Property in violation, or alleged violation, of any Applicable Laws, no matter when occurred, except to the extent caused by the City. 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.
7. **Maintenance.** The Partnership agrees to perform certain maintenance obligations that will survive the termination of this Agreement, all as set forth in that certain Maintenance Agreement attached hereto as Exhibit B.
 8. **Impact Fees.** The City agrees to charge impact fees related to the Property at the rates set forth in the 2010-2011 impact fee schedule adopted by the City Council pursuant to Resolution No. 2010-23.
 9. **Defaults.** Should either party be in default hereunder, the non-defaulting party shall provide the defaulting party with notice thereof in accordance with Paragraph 10 and not less than a thirty (30) day cure period prior to the non-defaulting party pursuing any remedies hereunder, at law or in equity. Any cure tendered by a partner of Partnership shall be deemed to have been made by Partnership.
 10. **Term.** The term of this Agreement shall be fifty five (55) years from the date of this Agreement; provided, however, that this Agreement shall terminate if Partnership (i) no longer qualifies for a property tax exemption under Applicable Law or (ii) waives its rights to such property tax exemption.
 11. **Governing Law.** This Agreement shall be recorded in the Official Records of Yolo County, State of California and shall be governed by the laws of the State of California.

12. **Notices.** 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; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. 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 (3rd) day from the date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) 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 City: City of Winters
318 First Street
Winters CA 95694
Attention: City Manager

To Partnership: Winters Pacific Associates, a California Limited Partnership
430 E. State Street, Ste. 100
Eagle, ID 83616
Attention: Caleb Roope

With copy to: Wachovia Affordable Housing Community Development Corporation
MAC D1053-100
301 South College Street
Charlotte, NC 28288
Attention: Michael Loose, Asset Management

And to: Joel Hjelmaas, Counsel
Wells Fargo Bank, N.A.
MAC X2401-06T
1 Home Campus, 6th Floor
Des Moines, IA 50328-0001

(Remainder of this Page Intentionally Left Blank – Signature Page to Follow)

IN WITNESS WHEREOF, Partnership and City execute this Agreement on the date first written above.

Winters Pacific Associates,
A California Limited Partnership

The City of Winters

By: TPC Holdings IV, LLC, its Administrative
General Partner

By: _____

By: _____
Caleb Roope, Manager

Its: _____

By: Central Valley Coalition for Affordable
Housing, its Managing General Partner

By: _____
Christina Alley, Chief Executive Officer
Central Valley Coalition for Affordable
Housing

ALL-PURPOSE ACKNOWLEDGMENT

State of Idaho
County of Ada

On _____ 2010 before me, Peter Van Dorne, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Caleb Roope, Manager of TPC Holdings IV, LLC, an Idaho limited liability company, Administrative General Partner of Winters Pacific Associates, a California Limited Partnership

Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Signature of Notary Public
Commission Expires: 07/26/2011

State of California
County of Merced

On _____, 2010 before me, _____, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Alley, CEO of Central Valley Coalition for Affordable Housing, a California non-profit corporation, Managing General Partner of Riverbank Pacific Associates, a California Limited Partnership
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

State of California
County of Yolo

On _____, 2010 before me, _____, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____
Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Exhibit A
Legal Description

Exhibit B
Maintenance Agreement

1460750.1

Recording requested by and when recorded mail to:

**City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager**

**EXEMPT FROM RECORDING FEES PER
GOVERNMENT CODE §§6103, 27383**

Space above this line for Recorder's use.

APN: _____

MAINTENANCE AGREEMENT

THIS MAINTENANCE AGREEMENT ("Agreement") is made this ___ day of June, 2010 by and between of WINTERS PACIFIC ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP ("Owner") and CITY OF WINTERS ("City").

WHEREAS, Owner is the ground lessee of that certain parcel of real property legally described in Exhibit A attached hereto (the "Site"); and

WHEREAS, Owner intends to develop the Site with a seventy-four (74) unit apartment complex and related improvements thereon ("Improvements"; together with the Site, the "Property"); and

WHEREAS, Owner agrees to maintain the Property to certain standards required by the City as set forth herein.

NOW, THEREFORE, Owner and City declare and agree that the Property shall be subject to the covenants and restrictions hereinafter set forth expressly and exclusively for the use and benefit of the Property and of each and every person or entity who now or in the future owns any portion or portions of the Property during the term of this Agreement.

1. **Maintenance.** The Owner shall maintain the Property (such maintenance to include buildings, sidewalks, pedestrian lighting, landscaping, irrigation of landscaping, architectural elements identifying the Property and any and all other improvements on the Property and in the public right-of-way to the nearest curblines abutting the Property) in accordance with the Maintenance Standards (as hereinafter defined). To accomplish the maintenance, Owner 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 1 shall remain in effect for the term of this Agreement set forth hereinbelow.

The following standards (collectively, "Maintenance Standards") shall be complied with by Owner and its maintenance staff, contractors and subcontractors:

- i. 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.
 - ii. 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.
 - iii. All maintenance work shall conform to all applicable federal and state Occupation Safety and Health Act standards and regulations for the performance of maintenance.
 - iv. 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.
 - v. The Property shall be maintained in conformance with this Agreement and in accordance with the custom and practice generally applicable to comparable multi-family residential Properties located within Yolo County, California.
 - vi. Public right-of-way improvements to the curblin(e) on and abutting the Property shall be maintained as required hereinabove in good condition and in accordance with the custom and practice generally applicable to public rights-of-way within the City of Winters.
2. **Enforcement.** If Owner does not maintain the Improvements and all other private and public improvements (if any) on the Property to the curblin(e) on and abutting the Property in the manner set forth herein and in accordance with the Maintenance Standards, 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 Owner. However, prior to taking any such action, City agrees to notify Owner 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 Owner to cure the

deficiencies. Upon notification of any maintenance deficiency, Owner 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 Owner shall have 24 hours to rectify the problem. In the event Owner 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, then City shall have the right to maintain such improvements in accordance with the Maintenance Standards until such time as Owner cures its deficiency; provided, however, that City shall not have the right to (i) construct improvements on the Property or (ii) charge owner for costs in excess of the minimum amount necessary to bring the Property into compliance with the Maintenance Standards set forth herein. Owner agrees to pay City upon demand all reasonable out of pocket costs incurred by City for such maintenance. Until so paid, City shall have a lien on the Property for the amount of such charges or costs, which lien the City shall be entitled to record against the Property provided that (i) the existence and/or recordation of such lien does not constitute an event of default under the applicable loan documents of any mortgage loan secured by the Property (or would constitute an event of default after passage of time or notice is given) and (ii) until such time as all mortgage loans secured by the Property are fully repaid and all mortgages on the Property are released, City shall not take any action (including, without limitation, the commencement of any judicial or non-judicial action or proceeding) to foreclose on or otherwise realize upon such lien. Any lien in favor of City created or claimed under this Section 2 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 any 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. Owner acknowledges and agrees that City may also pursue any and all other remedies available in law or equity in the event of a breach of this Agreement; provided, however, that nothing herein shall constitute a waiver by Owner of its right to dispute a claim by City that the Property is not being maintained in accordance with the Maintenance Standard.

3. **Term.** The term of this Agreement shall be fifty five (55) years from the date of this Agreement.
4. **Governing Law.** This Agreement shall be recorded in the Official Records of Yolo County, State of California and shall be governed by the laws of the State of California.
5. **Notices.** 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; or (c) by a nationally recognized overnight courier service and marked for next day business delivery. 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 (3rd) day from the

date it is postmarked if delivered by first-class mail, postage prepaid, return receipt requested; and (c) 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 City: City of Winters
318 First Street
Winters CA 95694
Attention: City Manager

To Owner: Central Valley Coalition For Affordable Housing
3351 M Street, Suite 100
Merced, CA 95348
Attention: Executive Director

With copy to: TPC Holdings IV, LLC
430 E. State Street, Ste. 100
Eagle, ID 83616
Attention: Caleb Roope

And to: Wachovia Affordable Housing Community Development
Corporation
MAC D1053-100
301 South College Street
Charlotte, NC 28288
Attention: Michael Loose, Asset Management

And to: Joel Hjelmaas, Counsel
Wells Fargo Bank, N.A.
MAC X2401-06T
1 Home Campus, 6th Floor
Des Moines, IA 50328-0001

(Remainder of this Page Intentionally Left Blank – Signature Page to Follow)

IN WITNESS WHEREOF, Owner and City execute this Agreement on the date first written above.

Winters Pacific Associates,
A California Limited Owner

The City of Winters

By: TPC Holdings IV, LLC, its Administrative
General Partner

By: _____

By: _____
Caleb Roope, Manager

Its: _____

By: Central Valley Coalition for Affordable
Housing, its Managing General Partner

By: _____
Christina Alley, Chief Executive Officer
Central Valley Coalition for Affordable
Housing

ALL-PURPOSE ACKNOWLEDGMENT

State of Idaho
County of Ada

On _____ 2010 before me, Peter Van Dorne, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Caleb Roope, Manager of TPC Holdings IV, LLC, an Idaho limited liability company, Administrative General Partner of Winters Pacific Associates, a California Limited Owner

Name(s) of Signer(s)

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

WITNESS my hand and official seal.

Signature of Notary Public
Commission Expires: 07/26/2011

State of California
County of Merced

On _____, 2010 before me, _____, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Christina Alley, CEO of Central Valley Coalition for Affordable Housing, a California non-profit corporation, Managing General Partner of Riverbank Pacific Associates, a California Limited Owner

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

State of California
County of Yolo

On _____, 2010 before me, _____, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared _____

Name(s) of Signer(s)

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

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

Exhibit A
Legal Description



CITY COUNCIL / COMMUNITY DEVELOPMENT AGENCY STAFF REPORT

TO: Honorable Mayor and Councilmembers
Honorable Chairman and Board of Directors

DATE : June 15, 2010

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

FROM: Dan Maguire, Housing Programs Manager *DM*

SUBJECT: Public Hearing and Consideration of Community Development Block Grant Application for Public Improvements in Support of New Housing Construction, Homeownership Assistance and a Public Facility set-aside activity, Resolution 2010-38

RECOMMENDATION:

Staff recommends that the City Council and Community Development Agency take the following actions: (1) receive the staff report; (2) conduct the joint public hearing; and (3) adopt Resolution No. 2010-38 approving a Community Development Block Grant (CDBG) General Allocation for Public Improvements in Support of New Housing Construction, Homeownership Assistance, and a Public Facility set-aside grant application in the amount of \$800,000 for the Fiscal Year 2010-2011.

BACKGROUND:

Staff is working with a consultant retained by the project developer (Winters Pacific Associates) to prepare a Community Development Block Grant application for infrastructure activity in support of the Orchard Village multi-family rental project. The total estimated cost of the infrastructure for the project is \$280,000 and includes the development of the 1.6 acre project park and the asphalt pedestrian walkway. The Homeownership Assistance Program funds total \$386,000. The Public Facility Set-Aside activity totals \$80,000 to be used to develop the 3.4 acres of land, contiguous to the project park, as additional park space.

DISCUSSION:

Under the CDBG General Allocation program, the maximum grant is \$800,000. Staff proposes that the City apply for the maximum grant amount available for the 2010-2011 funding cycle. The grant application includes additional funding for Activity Delivery and General Administration, as allowed by CDBG guidelines. Based on the program guidelines outlined in the Notice of Funding Availability (NOFA), if the California Department of Housing and Community Development (HCD) approves the grant

application, the City of Winters would have thirty (30) months to complete the infrastructure improvements and operate the Homeownership Assistance Program.

ALTERNATIVES:

The City Council and Community Development Agency have the option of not submitting a CDBG application; however, staff would not recommend this alternative as funding for infrastructure is difficult to obtain. If the City is successful in it's CDBG grant application, it would relieve the developer of significant infrastructure costs they would otherwise be required to fund to complete the project.

FISCAL IMPACT:

The City would incur an expense of \$1,300,000 for this project with the funding commitment from the Community Development Agency housing bond proceeds (2004 & 2007 bond issuances).

ATTACHMENTS:

Resolution No. 2010-38
Application Summary

**RESOLUTION 2010-38
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING A 2010/2011 APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS
THERETO FROM THE GENERAL/NATIVE AMERICAN ALLOCATION OF THE
STATE CDBG PROGRAM**

Be it Resolved by the City Council of the City of Winters as follows:

Section 1:

The City Council has reviewed and hereby approves an application for up to \$800,000 for the following activities:

General Program Administration	\$ 54,000
Homeownership Assistance	\$386,000
Public Improvements in Support of New Housing Construction	\$280,000
Set-Aside – Public Facility	\$ 80,000

Section 2:

The City Council has determined that federal Citizen Participation Requirements were met during the development of this application.

Section 3: The City Council hereby approves the use of Local Leverage Funding Sources listed below to be used as the City's leverage for this application.

In-Kind Staff	\$ 20,000
---------------	-----------

Section 4

The City Manager of the City of Winters is hereby authorized and directed to sign this application and act on the City's behalf in all matters pertaining to this application

Section 5

If the application is approved, the City Manager is authorized to enter into and sign the grant agreement and any subsequent amendments with the State of California for the purposes of this grant.

Section 6

If the application is approved, the City Manager is authorized to sign the Funds Requests and other required reporting forms.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Winters held on Tuesday, June 15, 2010, by the following vote:

AYES:
NOES:
ABSENT:

Michael Martin, Mayor
City of Winters

STATE OF CALIFORNIA
City of Winters

I, Nanci Mills, City Clerk of the City of Winters, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said City Council on this 15th Day of June, 2010.

Nanci Mills, City Clerk, City of Winters
State of California

By:_____

APPLICATION SUMMARY - Forms

A. State Community Development Block Grant Program Allocation



- General Allocation 2010 - 2011 or Native American Allocation 2008 - 2011

If applying for both, separate applications are required.

B. Application Information

Jurisdiction Name: City of Winters DUNS #: 8667055711

Address: 318 First Street

City: Winters State: CA Zip Code: 95694

Is this application being submitted on behalf of more than one jurisdiction?

- NO or YES Complete the following. (Please note that the implementation of a Joint Powers Agreement or Memorandum of Understanding between the applicants is required.)

Second Jurisdiction's Name:

Address: JPA or MOU on Page

City: State: Zip Code:

C. Authorized Representative Information (per the Resolution)

Name: John W. Donlevy, Jr. Title: City Manager
Phone: 530-795-4910 Ext: 110 FAX: 530-795-4935
E-mail: john.donlevy@cityofwinters.org

Check here if address information is the same as above; if not, fill in information below.

Address:
City: State: Zip Code:

Signature: Date:



APPLICATION SUMMARY - Forms

D. Applicant Contact Information (if different from above)

Check here if address information is the same as above; if not, fill in information below.

Name: Dawn Van Dyke Title: Management Analyst

Agency: City of Winters

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: 530-795-4910 E-mail: dawn.vandyke@cityofwinters.com

FAX: 530-795-4935

E. Legislative Representative Information

	District #	First Name	Last Name
Assembly	<u>8</u>	<u>Mariko</u>	<u>Yamada</u>
Senate	<u>5</u>	<u>Lois</u>	<u>Wolk</u>
Congress	<u>1</u>	<u>Mike</u>	<u>Thompson</u>
	District #	First Name	Last Name
Assembly	_____	_____	_____
Senate	_____	_____	_____
Congress	_____	_____	_____

F. Target Populations- Primary Purpose(s) of each proposed Activity

On the next page (Requested Funding for All Proposed Activities), in the noted column, enter the **primary** number(s) that correspond to the target population(s) that each activity will specifically address. For example, a homeless shelter will most likely serve many target populations shown, but the **primary** target population will be the homeless.

- | | | |
|------------------------|-----------------------|----------------------------------|
| 1. Physically Disabled | 7. Families | 13. Victims of Domestic Violence |
| 2. Persons with AIDS | 8. Farmworkers | 14. Dually-Diagnosed |
| 3. Youths | 9. Seniors | 15. Prevent Homelessness |
| 4. Single Adults | 10. Mentally Ill | 16. Help the homeless |
| 5. Single Men | 11. Veterans | 17. Help those with HIV/AIDS |
| 6. Single Women | 12. Substance Abusers | 18. Other |

APPLICATION SUMMARY - Forms

G. Requested Funding for All Proposed Activities

Note: See instructions for funding limitations.

Activity	Amount Requested	Activity Administrator	Target Populations	Result of PTA grant/Phase of previously funded activity?
GENERAL ADMINISTRATION				
(Maximum of 7.5% of total funding requested)	\$ 54,000	<input checked="" type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination		
Activity # 1: <u>Public Improvements in Support of New Housing Construction</u>				
Activity Amount	\$ 250,000	<input checked="" type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>7</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Grant # _____
Activity Delivery	\$ 30,000		Proposed # of Beneficiaries: <u>216</u>	
Activity TOTAL	\$ 280,000			
Activity # 2: <u>Homeownership Assistance</u>				
Activity Amount	\$ 353,000	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>7</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$ 33,000		Proposed # of Beneficiaries: <u>6</u>	
Activity TOTAL	\$ 386,000			
Activity # 3: _____				
Activity Amount	\$	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: _____	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: _____	
Activity TOTAL	\$			
10% Set-Aside Activity: <u>Public Facility</u>				
Activity Amount	\$ 80,000	<input type="checkbox"/> Applicant Staff <input type="checkbox"/> Other <input type="checkbox"/> Combination	Target I.D. #: <u>7</u>	<input type="checkbox"/> Yes <input type="checkbox"/> No Grant # _____
Activity Delivery	\$		Proposed # of Beneficiaries: <u>1104</u>	
Activity TOTAL	\$ 80,000			
\$ <u>800,000</u>		← TOTAL Funding Requested		

APPLICATION SUMMARY - Forms

H. State Objectives:

If you are claiming state objective points for activities within this application, select which objective(s) and indicate for which activity and where supporting documentation can be found.

Note: *The Capacity Building objective is not activity-specific and can only be claimed once per application.*

Although only a maximum of 50 points will be awarded per application, select all objectives that are applicable to this application.

>>See Appendix F for additional information on State Objectives<<

State Objective Claimed:	For Activity(ies):	Application Page #
1. Infrastructure Proposals	1	
2. SELECT		
3. SELECT		
4. SELECT		

I. Section 504 Self-Evaluation:

HUD requires jurisdictions to have documented their compliance with Section 504. Applicants must attach a Section 504 Self-Certification form with their Application Package. It is important to note that the form itself does not constitute the jurisdiction's efforts to meet Section 504. The jurisdiction should have performed an analysis and evaluation of each factor and prepared a Section 504 Plan. The self-certification form is used to certify that the jurisdiction has performed this analysis and evaluation and to record areas of compliance or problems.

>>See the CDBG Grant Management Manual for additional information<<

RESIDENTIAL RELOCATION PLAN - Forms

J. Residential Anti-Displacement and Relocation Assistance Plan Checklist (Required for All Applicants)

1. Does the proposed activity include acquisition of real property?

No. (If no, go to #3 below)

Yes. If yes, check the appropriate box below and answer question 2 and 3.

Site Control under option to purchase.

Site is identified but no negotiations have taken place.

Site not identified (Stop here and go to next Section)

2. Will site acquisition require use of eminent domain?

Yes. (see note) No.

Note: CDBG funds cannot be used with eminent domain. Site acquisition under this circumstance may not be eligible.

3. Will the activity involve acquisition or rehabilitation of site with structures and are structures currently occupied?

Yes. The applicant must provide documentation showing that persons in the project have received a General Information Notice and provide a copy of a project-specific relocation plan, which was made public. The plan must address how many persons will be displaced and services and benefits made available.

No. The applicant must provide documentation of why no person will be displaced (i.e., property being acquired has no structures on it, or structures on the property have been vacant for over 120 days).

4. Will this project cause the elimination of affordable housing units and trigger Section 104(d) replacement requirements?

Yes. Successful applicants must provide a plan to CDBG staff for replacing all affordable housing units eliminated as a special condition of the contract.

No.

APPLICATION FUNDNG SOURCES/USES/PROGRAM INCOME/LEVERAGE - Forms

ALL ACTIVITIES – ALL FUNDING SOURCES

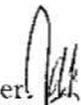
USES	SOURCES						
	STATE OR FEDERAL				LEVERAGE		
	State CDBG	Program Income Available: <u>77,657</u> (all uncommitted RLA funds) Program Income Committed:	Other State Funds	Federal Funds	Local Funds	Private	Totals:
<u>General Admin</u>	\$ <u>54000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>54000</u>
<u>PIHNC</u>	\$ <u>250000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>250000</u>
<u>PIHNC Act. Del</u>	\$ <u>30000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>30000</u>
<u>Homeownership Assistance</u>	\$ <u>353000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>353000</u>
<u>Homeownership Assistance Act. Del</u>	\$ <u>33000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>33000</u>
<u>Set-Aside Public Facility</u>	\$ <u>80000</u>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ <u>80000</u>
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council members

DATE: June 15, 2010

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

FROM: Dawn Van Dyke, Management Analyst 

SUBJECT: Public Hearing and second reading of Ordinance # 2010-04, An Ordinance Amending Title 2, Chapter 2.56 of the Winters Municipal Code Regarding Disaster and Emergency Organization

RECOMMENDATION: That the City Council open the public hearing and second reading of Ordinance 2010-04 Amending Title 2, Chapter 2.56 of the Winters Municipal Code Regarding Disaster and Emergency Organization. This amendment will designate the City Manager as the director of emergency services for the City of Winters.

BACKGROUND: The City of Winters is committed to having in place plans that provide for the preservation of life and the minimization of property damage during an emergency. The City's previous Emergency Operations Plan was approved by the City Council in 1995. The City was fortunate to be included in a grant through the City of Woodland Fire Department with the express purpose of reviewing and updating the emergency operation plans for the cities of Woodland, Davis and Winters. City staff worked with Howell Consulting in reviewing the City's existing plan and supporting documents and checked for compliance with the Standardized Emergency Management System (SEMS) and the National Incident Management System (NIMS) policies, procedures and guidelines.

During review of the plan, staff discovered the City's current ordinance names the Mayor as the director of emergency services. Due to the fact that ongoing staff-level training is required in order to properly hold and execute the office and duties of director of emergency services, and the fact that in Winters, the office of Mayor changes every two years, staff is recommending that a new ordinance be adopted that amends the Municipal Code and designates the City Manager as the director of emergency services for the City of Winters.

Ordinance 2010-04 creates a Disaster Council, which would be enacted in the case of emergency, and of which the Mayor would be the chairperson and City Council would be members.

FISCAL IMPACT: None

ATTACHMENTS: Ordinance 2010-04

CITY OF WINTERS ORDINANCE NO. 2010-04

AN ORDINANCE AMENDING TITLE 2, CHAPTER 2.56 OF THE WINTERS MUNICIPAL CODE REGARDING DISASTER AND EMERGENCY ORGANIZATION

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

SECTION 1: PURPOSE

The purpose of this ordinance is to amend a section of the Winters Municipal Code designating Disaster council membership. This ordinance will amend the section to designate the Winters City Manager as the director of emergency services for the City of Winters.

SECTION 2: AMENDMENT OF TITLE 2, CHAPTER 2.56

Title 2, Chapter 2.56 of the Winters Municipal Code is hereby amended to read as follows:

2.56.30 Disaster council membership.

The Winters disaster council is hereby created and shall consist of the following:

- (a) The city council; the mayor, who shall be chairperson.
- (b) The Winters City Manager shall serve as the director of emergency services, and shall be vice chairperson.
- (c) The assistant director of emergency services, as designated by the Winters City Manager.
- (d) Such chiefs of emergency services as are provided for in a current emergency plan of this city, adopted pursuant to this ordinance.
- (e) Such representatives of civic, business, labor, veterans, professional, or other organizations having an official emergency responsibility, as may be appointed by the director with the advice and consent of the city council.

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced, after public hearing, and the title thereof read at the regular meeting of the City Council on June 1, 2010, and the second reading occurred at the regular meeting of the City Council on

_____.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this _____, 2010, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

MAYOR MICHAEL MARTIN

ATTEST:

NANCI G. MILLS, CITY CLERK



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and City Council Members
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nelia C. Dyer, Community Development Director 
SUBJECT: Public Hearing and Adoption of Resolution 2010-39, A Resolution of the City Council of the City of Winters Approving the Tentative Parcel Map (Jordan Tentative Parcel Map) for the Property Located at the Southwest Quadrant of Interstate 505 and State Route 128 (Grant Avenue) Totaling 11.72 Acres (APNs 038-070-028, 029, 030, 031 & 032)

REQUEST: The applicant requests approval of a proposed new Tentative Parcel Map for the property located in the southwest quadrant of Interstate 505 and State Route 128 (Grant Avenue) to: 1) realign Gateway Drive and narrow it from a 70-foot ROW to a 60-foot ROW; and 2) reconfigure the lot layout to match the new roadway alignment. The result will be three front lots on larger acreage than the prior front four, plus the right-of-way parcel for realigned Gateway Drive and a smaller back parcel.

Applicant: Bryan Bonino
Laugenour and Meikle Civil Engineers
608 Court Street
Woodland, CA 95695

Owner: Jordan Family Partnership IV (Mary Jordan)
1600 Executive Court
Sacramento, CA 95825

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

- 1) Receive the staff report;
- 2) Conduct the Public Hearing to solicit public comment; and
- 3) Approve Resolution 2010-39, A Resolution of the City Council of the City of Winters Approving the Tentative Parcel Map (Jordan Tentative Parcel Map) for the Property Located at the Southwest Quadrant of Interstate 505 and State Route 128 (Grant Avenue) Totaling 11.72

SURROUNDING LAND USES AND SETTING: Surrounding land uses are as follows:

- North: SR 128 (Grant Avenue); Chevron Gas Station; vacant Highway Commercial property
- East: Interstate 505
- South: Putah Creek
- West: Vacant Industrial/Business Park property (within the Gateway Master Plan)

Historically, the site has been used for agriculture and riparian open space. It is currently fallow. The most recent crop was winter wheat. The general topographic character is flat with less than one foot of elevation change across the property (elevation 127 ft to 128 ft). There is no natural vegetation on the portion of the site planned for development. There are three cottonwood trees (16 inches, 18 inches, and 24 inches) within the right-of-way along SR 128 (Grant Avenue).

LAND USE DESIGNATIONS: General Plan ~ The General Plan land use designation for the property is Planned Commercial/Business Park (PCB) with a band of Open Space (OS) along the Putah Creek corridor. The PCB designation covers 11.47 acres of the property and the OS designation covers 0.25 acres (of the Remainder Parcel) adjoining Putah Creek. PCB is described as follows in the General Plan (GP, page I-3):

Planned Commercial/Business Park (PCB)

This designation provides for restaurants, service stations, hotels and motels, retail and amusement uses, which are oriented principally to highway and through traffic, offices, light industrial, and wholesale commercial uses, public and quasi-public uses, and similar and compatible uses. The FAR shall not exceed 0.40.

All development under this designation shall be approved pursuant to an adopted master development plan (e.g., specific plan). As these master development plans are approved, the Planned Commercial/Business Park designation shall be replaced through a general plan amendment with the Highway Service Commercial, Business/Industrial Park, Open Space, or Public Quasi-Public designations as the City deems appropriate based on the approved master development plan.

OS is described as follows in the General Plan (GP, page I-4):

Open Space (OS)

This designation provides for agricultural uses, recreational uses, riparian vegetation and wildlife habitat protection, water retention, public and quasi-public uses, and similar and compatible uses consistent with the open space purposes of this designation. The FAR shall not exceed 0.05. The precise location of the boundary of the Open Space designation along Putah and Dry Creeks shall be determined by the City in conjunction with individual project proposals based on creek setback requirements and site-specific conditions.

GATEWAY MASTER PLAN - The property lies within the boundaries of the Gateway Master Plan (GMP). It comprises the eastern portion of the property intended for highway commercial development, as opposed to the western portion of the GMP intended for industrial/business park development. The GMP designates the property as Highway Commercial (GMP, p. 7). The GMP

defers to the General Plan regarding allowed uses (GMP, p. 9)

ZONING - The zoning for the property is Highway Service Commercial–Planned Development Overlay (C-H/P-D). The C-H zone designation is described as follows in the Zoning Code:

Section 8-1.5109 Highway Service Commercial (C-H) Zone.

A. Purpose. The purpose of the Highway Service Commercial (CH) Zone is to provide for commercial services and transient residential uses which are appropriate to highway locations and dependent upon highway travel. Principal permitted uses include minor automobile repair, restaurants including drive-thrus, service station, and minor utility services.

The P-D zone designation is described as follows in the Zoning Code:

Section 8-1.5117 Planned Development (P-D) Overlay Zone

A. Purpose. In order to achieve the General Plan goal “to promote the development of a cohesive and aesthetically pleasing urban structure for Winters”, the P-D Overlay Zone has been included within the scope of the Zoning Ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category. Principal permitted uses include any uses or combination of uses which are found to be in overall conformity with the standards, regulations, intent, and purposes of the General Plan applicable to the project site, pursuant to an approved P-D permit.

BACKGROUND: The entire Gateway Master Plan (GMP) area, of which this property is a part, was annexed (the Matz Annexation) into the City on August 4, 1992 (City Council Resolution No. 92-46). The GMP was approved by the Planning Commission on June 29, 1993 (Planning Commission Resolution No. 93-04). A Mitigated Negative Declaration was prepared for CEQA clearance. The GMP was approved by motion of the City Council on July 22, 1993 (as evidenced in the minutes of that meeting).

The GMP is comprehensive for the first phase of development (defined as the front four highway commercial lots). Infrastructure and utility planning contained in the GMP is provided only for Phase 1 although the Preliminary Utility Plan exhibit appears to address the entire plan area. The Traffic analysis (including the Wilbur Smith Traffic Study, September 18, 1992) addresses only Phase 1.

The GMP includes Building and Signage Design Themes (commencing on page 19) that appear to be intended to apply to the entire commercial highway area (page 25). The Landscape Design Elements component (commencing on page 29) together with the Putah Creek analysis (commencing on page 39) appear to address the entire plan area. The Flood Hazard Map Revision Study (Yolo Engineers September 1992) appears to address the entire plan area.

The original Parcel Map for the subject property (Attachment 3, Matz Parcel Map No. 4057, October 1993) was approved at the same time as the approval of the GMP. The Mitigated Negative Declaration prepared for the GMP also covered the Matz Parcel Map.

PROJECT DESCRIPTION: The application is for a proposed new Tentative Parcel Map (Exhibit 2, Jordan Tentative Parcel Map No. 4975) to: 1) realign Gateway Drive and narrow it from a 70-foot ROW to a 60-foot ROW; and 2) reconfigure the lot layout to match the new roadway alignment. The result will be three front lots on larger acreage than the prior front four, plus the right-of-way parcel for realigned Gateway Drive and a smaller back parcel.

A summary of differences between the existing lot layout (Attachment 3, Matz Parcel Map No. 4057, October 1993) and proposed modified layout (Attachment 2, Jordan Tentative Parcel Map No. 4975) are as follows:

Existing	Proposed	Net Change
Parcel 1 APN 038-070-032 (0.84 ac)	Parcel 1 (1.71 ac)	+0.87ac (104% inc)
Parcel 2 APN 038-070-029 (0.87 ac)	Parcel 2 (2.00 ac)	+1.13ac (130% inc)
Parcel 3 APN 038-070-031 (0.87 ac)	Parcel 3 (1.03 ac)	+0.16ac (18% inc)
Parcel 4 APN 038-070-030 (0.84 ac)	Absorbed into other parcels	-0.84 ac (100% dec)
Parcel A Gateway Drive right-of-way (0.80 ac)	ROW (0.88 ac)	+0.08 ac (10 % inc)
Subtotal 4.22 acres	5.62 acres	+1.40 ac (33% inc)
Remainder Parcel APN 038-070-028 (7.50 ac)	Parcel 4 (6.10 ac)	-1.40 ac (19% dec)

The applicant has indicated that the project is necessary to accommodate a future planned stormwater diversion channel outlet and sewer lift station easement along the west side of the property that would limit development on existing Parcels 3 and 4. The applicant also wishes to create larger parcels overall along the freeway frontage indicating that they would be better suited for potential development.

In order for development to proceed on resulting parcels 1 through 3, the applicant is required to submit a development proposal for purposes of design review and secure a P-D Permit. As a part of the design review process and in order to grant the P-D Permit, the City will confirm consistency with applicable design requirements and guidance for development along Grant Avenue, the GMP design requirements, Citywide Design Guidelines, and the Putah Creek Nature Area Master Plan (adopted June 23, 2008). Following approval, construction of the subject parcel and the first segment of the Gateway Drive loop could be undertaken. So long as the proposed development on the front parcels is consistent with the assumed land uses and does not exceed the trip “budget” as discussed in the transportation/circulation section of the Initial Study, the development will fall within the prior CEQA clearances.

Access to the back parcel is proposed to occur via a 30-foot driveway access easement. A 25 x 20 foot easement for future signage is also proposed adjoining I-505 within the proposed new back parcel. As previously noted, however, while the back parcel was covered programmatically under the General Plan EIR, it does not have site specific clearance under the GMP/Matz Parcel Map Mitigated Negative Declaration. As such, development or any other discretionary actions involving the back parcel (new Parcel 4) will require subsequent site-specific CEQA clearance and is not addressed in the Initial Study.

The proposed new Parcel Map includes one half (50 feet) of an anticipated new 100-foot stormwater diversion channel outlet to Putah Creek, along the western boundary of the property. The new outlet is a separate project identified in the City’s adopted Putah Creek /Dry Creek Subbasins Drainage Report. Construction will require subsequent project-specific CEQA clearance and is not addressed in the Initial Study.

PROJECT NOTIFICATION: Public notice advertising for the public hearing on this planning application was prepared by the Community Development Department’s Administrative Assistant in accordance with notification procedures set forth in the City of Winters’ Municipal Code and State Planning Law. Two methods of public notice were used: a legal notice was published in the Winters

Express on Thursday, June 3, 2010 and notices were mailed to all property owners who own real property within three hundred feet of the project boundaries at least ten days prior to tonight's hearing. Copies of the staff report and all attachments for the proposed project have been on file, available for public review at City Hall since Thursday, June 10, 2010.

ENVIRONMENTAL ASSESSMENT: Staff has prepared an Initial Study for the project and has concluded that the Statutory Exemption provided in Section 15183 of the CEQA Guidelines (Projects Consistent with a Community Plan, General Plan, or Zoning) is most applicable to the subject project.

All mitigation measures in the Gateway Master Plan/Matz Parcel Map Mitigated Negative Declaration (adopted June 29, 1993) shall be included as conditions of approval, with the exception that the following "Suggested Mitigation Measures" shall be revised to read as follows:

#19. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way Highway 128 and Gateway Drive. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip.

#25. An updated Biological Resources Assessment shall be prepared subject to City acceptance, prior to commencement of any onsite work, to assess the potential for, and identify any current populations of, sensitive species and/or habitats on the front acreage. Habitats shall be quantified and standard mitigations/survey protocol requirements shall be imposed, including compliance with Yolo NCCP/HCP JPA Swainson's Hawk Interim Mitigation Fee Program for loss of Swainson's hawk foraging land, and applicable requirements for impacts to nesting raptors and burrowing owls.

#28. The developer shall implement all traffic conditions contained herein prior to issuance of any certificates of occupancy for buildings within the project area. The developer shall commission an appropriate traffic study of Highway 128 from the north bound offramps of I-505 to the intersection of Main street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the City Engineer prior to approval of any development, parcel or tentative parcel maps for the Parcel #4. Traffic improvement costs shall be paid in an equitable manner by the end users of the project, as approved by the City.

#33 Delete

#41 Delete

All mitigation measures in the Mitigation Monitoring and Reporting Program for the Matz Parcel Map, First Phase of the Gateway Master Plan (adopted June 29, 1993) shall be included as conditions of approval; with the exception that the following Measures shall be revised to read as follows:

#4. Landscaping and irrigation plans shall be prepared by a landscape architect, who is approved by the City, and included as part of the subdivision improvement plans and/or site plans. These plans shall be subject to review and approval by the City. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way of Highway 128 and Gateway Drive. Said plans shall

call for sleeves under the sidewalk and driveway , at each lot, for a future automatic irrigation system in the parkway strip as well as to the median islands. Drought tolerant and native plant species shall be incorporated into landscaping plans to the maximum extent possible and drip irrigation systems shall be used in the landscaping of new public and private open space areas.

#8. The developer shall commission an appropriate traffic study based on 100% build-out of the General Plan area, performed by a Traffic Engineer acceptable to the Public Works Director, of HWY 128 from the North bound off-ramps of I-505 to the intersection of Main Street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the Public Works Director prior to approval of any development permit, parcel or tentative parcel maps for the Parcel #4.

#11. A minimum 12 foot median island shall be installed in Gateway Drive. Gateway Drive shall include turn pockets and six foot sidewalks. A free right turn lane 165 feet in length, shall be added onto East bound Hwy 128. There shall be a minimum landscape width of ten feet behind the sidewalks which shall be privately maintained.

#12. Median island geometries, including location and sizes of median cuts and stacking lanes, shall be determined at the time of improvement plan submittal. The median island in Gateway Drive shall run from Hwy 128, south a minimum of 180 feet. Driveway access to all Parcels shall be limited in size, location, and number to allow for safe and efficient flow of traffic. Several parcels, depending on their use and layout may be limited to a single driveway, per parcel. All access points are subject to the approval of the Director of Public Works. In the event that access is provided through common driveways, a common access and maintenance agreement for such common facilities shall be recorded concurrent with Parcel Map. The form and content of these agreements shall be subject to approval by the Director of Public Works. These agreements shall include a clause which prohibits their modification after recordation with prior written approval by the City.

#24. Delete

#25. Delete

Development on parcels 1 through 3 cannot exceed a trip "budget" of 5,310 daily trips and/or 434 PM peak hours trips, and requires the following approvals:

- Approval of Design Review for Development Plan for Parcels 1-3
- Approval of Planned Development Permit for Parcels 1-3
- Finding of Consistency with Gateway Master Plan
- Finding of Consistency with Putah Creek Nature Area Master Plan

Development or any other discretionary actions involving the back parcel (new Parcel 4) will require subsequent site-specific CEQA clearance and is not addressed in the Initial Study for this project.

PLANNING COMMISSION RECOMMENDATION: The project was presented at a regular meeting of the Winters Planning Commission on May 25, 2010. After a public hearing and some deliberation, the Planning Commission unanimously recommended approval of the tentative parcel map (5-0-2).

FISCAL IMPACT: There is no fiscal impact associated with this action.

RECOMMENDATION: Staff recommends that the City Council make an affirmative motion as follows:

I MOVE THAT THE CITY COUNCIL OF THE CITY OF WINTERS ADOPT RESOLUTION 2010-39 APPROVING THE TENTATIVE PARCEL MAP (JORDAN TENTATIVE PARCEL MAP) FOR THE PROPERTY LOCATED AT THE SOUTHWEST QUADRANT OF INTERSTATE 505 AND STATE ROUTE 128 (GRANT AVENUE) TOTALING 11.72 ACRES

ALTERNATIVES: The City Council can elect to modify any aspect of the approval or deny the application. If the City Council chooses to deny the application, the City Council would need to submit findings for the official record that would illustrate the reasoning behind the decision to deny the project.

ATTACHMENTS:

1. Resolution 2010-39, A Resolution of the City Council of the City of Winters Approving the Tentative Parcel Map (Jordan Tentative Parcel Map) for the Property Located at the Southwest Quadrant of Interstate 505 and State Route 128 (Grant Avenue) Totaling 11.72 Acres (APNs 038-070-028, 029, 030, 031 & 032)
2. Vicinity Map
3. Jordan Tentative Parcel Map No.4975
4. Matz Parcel Map No. 4057, October 1993
5. Conditions of Approval
6. Environmental Checklist and Initial Study (AVAILABLE FOR REVIEW AT FIRST FLOOR PUBLIC COUNTER IN WINTERS CITY HALL)
7. City of Winters CEQA Compliance and Exemption Determination - Jordan Tentative Parcel Map (AVAILABLE FOR REVIEW AT FIRST FLOOR PUBLIC COUNTER IN WINTERS CITY HALL)

ATTACHMENT 1

**CITY COUNCIL
RESOLUTION 2010-39**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE TENTATIVE PARCEL MAP (JORDAN TENTATIVE PARCEL MAP) FOR THE PROPERTY LOCATED AT THE SOUTHWEST QUADRANT OF INTERSTATE 505 AND STATE ROUTE 128 (GRANT AVENUE) TOTALING 11.72 ACRES (APNs 038-070-028, 029, 030, 031, & 032)

WHEREAS, the applicant, Bryan Bonino of Laugenour and Meikle Civil Engineers, submitted an application for a Tentative Parcel Map to 1) realign Gateway Drive and narrow it from a 70-foot right-of-way (ROW) to a 60-foot ROW; and 2) reconfigure the lot layout to match the new roadway alignment on behalf of the owner, Jordan Family Partnership IV; and

WHEREAS, the Tentative Parcel Map is necessary to accommodate a future planned stormwater diversion channel outlet and sewer lift station easement along the west side of the property and create larger parcels along the freeway frontage to be better suited for potential development; and

WHEREAS, on May 25, 2010, the Planning Commission of the City of Winters held a public hearing and unanimously recommended approval of the Tentative Parcel Map to the City Council; and

WHEREAS, public hearing notices were mailed to property owners within a 300 foot radius of the subject property, and a public hearing notice was published for a minimum of 10 days prior to the public hearing; and

WHEREAS, on June 15, 2010, the City Council of the City of Winters held a public hearing at which time interested persons had an opportunity to testify either in support or opposition to the proposal;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES RESOLVE, DETERMINE, ORDER, AND FIND AS FOLLOWS:

Section 1. That the above recitations are true and correct.

Section 2. The City Council, in approving the Jordan Tentative Parcel Map, makes the following findings:

1. The proposed map is consistent with the General Plan and any applicable Specific Plan, any policy or guideline implementing the General Plan, or other applicable provisions of the Municipal Code.
2. The site is physically suitable for the type of development.
No development is proposed at this time; however, the site is physically suitable for

development that is consistent with the General Plan Land Use Designation and Zoning Classification of the property.

3. The site is physically suitable for the proposed density of development.
No development is proposed at this time; however, the site is physically suitable for the proposed density of development that is consistent with the General Plan Land Use Designation and Zoning Classification of the property.
4. The design of the subdivision will not cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.
5. The design of the subdivision will not cause serious public health problems.
6. The design of the subdivision will not conflict with easements, acquired by the public at large, for access through or use of property with the proposed subdivision.

Section 3. Environmental Clearance. The project is statutorily exempt from the California Environmental Quality Act, pursuant to California Code Regulations, Title 14, Section 15183 (Projects Consistent with a Community Plan, General Plan, or Zoning)

NOW THEREFORE BE IT RESOLVED, that the City Council does hereby approve the Jordan Tentative Parcel Map located at the southwest quadrant of Interstate 505 and State Route 128 (Grant Avenue) totaling 11.72 Acres subject to the conditions of approval in Exhibit A of this resolution.

BE IT FURTHER RESOLVED, that said recommendation of approval of the Jordan Tentative Parcel Map shall not be deemed final until the appeal period, which is 10 working days from the date of the said action, has expired.

PASSED AND ADOPTED by the City of Winters this 15th day of June 2010 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT

Mike Martin, Mayor

ATTEST:

Nanci G. Mills, City Clerk

EXHIBIT A OF RESOLUTION 2010-39

CONDITIONS OF APPROVAL FOR THE TENTATIVE PARCEL MAP FOR THE PROPERTY LOCATED AT THE SOUTHWEST QUADRANT OF INTERSTATE 505 AND STATE ROUTE 128 TOTALING 11.72 ACRES

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project applicant shall defend, indemnify, and hold harmless the City or its agents, officers, and employees, from liability, damages, penalties, costs, or expenses in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense, which include court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district, and the City Council.
2. All mitigation measures in the Gateway Master Plan/Matz Parcel Map Mitigated Negative Declaration (adopted June 29, 1993) shall be included as conditions of approval. (See Exhibit 5 of Staff Report Attachment 5) with the exception that the following "Suggested Mitigation Measures" shall be revised to read as follows:

#19. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way Highway 128 and Gateway Drive. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip.

#25. An updated Biological Resources Assessment shall be prepared subject to City acceptance, prior to commencement of any onsite work, to assess the potential for, and identify any current populations of, sensitive species and/or habitats on the front acreage. Habitats shall be quantified and standard mitigations/survey protocol requirements shall be imposed, including compliance with Yolo NCCP/HCP JPA Swainson's Hawk Interim Mitigation Fee Program for loss of Swainson's hawk foraging land, and applicable requirements for impacts to nesting raptors and burrowing owls.

#28. The developer shall implement all traffic conditions contained herein prior to issuance of any certificates of occupancy for buildings within the project area. The developer shall commission an appropriate traffic study of Highway 128 from the north bound off-ramps of I-505 to the intersection of Main street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the City Engineer prior to approval of any development, parcel or tentative parcel maps for the Parcel #4. Traffic

improvement costs shall be paid in an equitable manner by the end users of the project, as approved by the City.

#33. Delete

#41 Delete

3. All mitigation measures in the Mitigation Monitoring and Reporting Program for the Matz Parcel Map, First Phase of the Gateway Master Plan (adopted June 29, 1993) shall be included as conditions of approval (See Exhibit 6 of Staff Report Attachment 5); with the exception that the following Measures shall be revised to read as follows:

#4. Landscaping and irrigation plans shall be prepared by a landscape architect, who is approved by the City, and included as part of the subdivision improvement plans and/or site plans. These plans shall be subject to review and approval by the City. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way of Highway 128 and Gateway Drive. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip as well as to the median islands. Drought tolerant and native plant species shall be incorporated into landscaping plans to the maximum extent possible and drip irrigation systems shall be used in the landscaping of new public and private open space areas.

#8. The developer shall commission an appropriate traffic study based on 100% build-out of the General Plan area, performed by a Traffic Engineer acceptable to the Public Works Director, of HWY 128 from the North bound off-ramps of I-505 to the intersection of Main Street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the Public Works Director prior to approval of any development permit, parcel or tentative parcel maps for the Parcel #4.

#11. A minimum 12' median island shall be installed in Gateway Drive. Gateway Drive shall include turn pockets six foot sidewalks. A free right turn lane 165 feet in length, shall be added onto East bound Hwy 128. There shall be a minimum landscape width of ten feet behind the sidewalks which shall be privately maintained.

#12. Median island geometries, including location and sizes of median cuts and stacking lanes, shall be determined at the time of improvement plan submittal. The median island in Gateway Drive shall run from Hwy 128, south a minimum of 180 feet. Driveway access to all Parcels shall be limited in size, location, and number to allow for safe and efficient flow of traffic. Several parcels, depending on their use and layout may be limited to a single driveway, per parcel. All access points are subject to the approval of the Director of Public Works. In the event that access is provided through common driveways, a common access and maintenance agreement for such common facilities shall be recorded concurrent with Parcel Map. The form and content of these agreements shall be subject to approval by the Director of Public Works. These agreements shall include a clause which prohibits their modification after recordation with prior written approval by the City.

#24. Delete

#25. Delete

4. Development on parcels 1 through 3 cannot exceed a trip "budget" of 5,310 daily trips and/or 434 PM peak hours trips, and requires the following approvals:
 - a. Approval of Design Review for Development Plan for Parcels 1-3
 - b. Approval of Planned Development Permit for Parcels 1-3
 - c. Finding of Consistency with Gateway Master Plan
 - d. Finding of Consistency with Putah Creek Nature Area Master Plan
5. Development or any other discretionary actions involving the back parcel (new Parcel 4) will require subsequent site-specific CEQA clearance and is not addressed in the Initial Study for this project.
6. The applicant shall provide the City with an initial deposit of \$2500.00 to cover City Engineering, Yolo County Surveyor, and internal City administrative costs incurred by the City for the parcel map plan check. The parcel map check shall not begin until the deposit is received. The applicant shall deposit additional funds should the parcel map check expenses incurred by the City exceed the initial deposit. The City shall refund the applicant any deposit funds in excess of the City's parcel map check expenses.
7. The applicant shall submit a current title report to the City prior to recordation of the parcel map. The title report shall include the entire legal boundary of property being divided.
8. The applicant shall provide the City with one mylar and four paper copies of the recorded map.
9. The applicant shall pay all applicable taxes, fees, and charges at the rate amount in effect at the time of such taxes, fees, and charges become due and payable.
10. All street and other required public improvements shall be constructed concurrently, in a single phase operation.
11. The full access intersection into the project shall be permitted on a temporary basis. This intersection shall be eliminated by the City by installing a continuous median island down the center of HWY 128 in the event that any intersection between the North bound off ramps to I-505 and Main Street drops below level of service "C" in the future or as required by Caltrans due impacts to the Caltrans I-505.
12. On Hwy 128 median islands will be striped pursuant to City and Caltrans requirements, as part of improvements. Subdivider shall pay the City the cost of constructing, including landscaping and irrigation, for future median islands in Grant Avenue along the frontage of the property. Said fees shall be approved by the City Engineer and paid in full prior to the approval of the parcel map.

13. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan.
14. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
15. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
16. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
17. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
18. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.
19. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
20. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

21. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
22. A comprehensive Sewer Collection System Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
23. All materials and installation of the water system shall be at the applicant's expense per City of Winters Public Improvement Standards and Construction Standards.
24. If required, per the Subdivision Map Act, project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
 - a) Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
 - b) The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
 - c) The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
 - d) Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
25. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
26. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
27. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the

review and approval of the Public Works Department, Fire Department, and Community Development Department.

28. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
29. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
30. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District.
31. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
32. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
33. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The master plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan.
34. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
35. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
36. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
37. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
38. Submit three sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
39. Fire suppression sprinkler systems shall meet or exceed NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

40. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
41. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
42. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the final map from the County, prior to issuance of the first building permit.
43. A registered landscape architect shall design landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.
44. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
45. All existing and proposed utilities (Electric, phone/data, and cable) within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
46. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
47. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Winters City Engineer and Fire Department.
48. Occupancy shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
49. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
50. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, issuance of any building permits, or recordation of a final map. The agreement may address the timing and implementation of Conditions of Approval 13, 22, 33, and 44.
51. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and

Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.

52. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
53. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
54. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
55. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
56. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
57. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.
58. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
59. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.
60. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
61. Encroachment permits if necessary from will be acquired from Yolo County, Caltrans, and PG&E.
62. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
63. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

64. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.

65. Developer agrees to pay the Flood Area Storm Drainage Development Impact Fee adopted or enacted by the City to fund drainage improvements identified in the City's Moody Slough and Putah Creek/Dry Creek Subbasins Storm Drainage Master Plan Report to mitigate flooding, at the applicable rate and at the time established by ordinance or resolution. The Flood Area Storm Drainage Impact Fee is required to be paid prior to the issuance of the first building permit for the development. If a Building Permit has been issued for the development prior to the Impact Fee being adopted, then the Impact Fee shall be paid by Developer to the City within ninety (90) days from the adoption or enactment of the Flood Area Storm Drainage Impact Fee.

ATTACHMENT 2

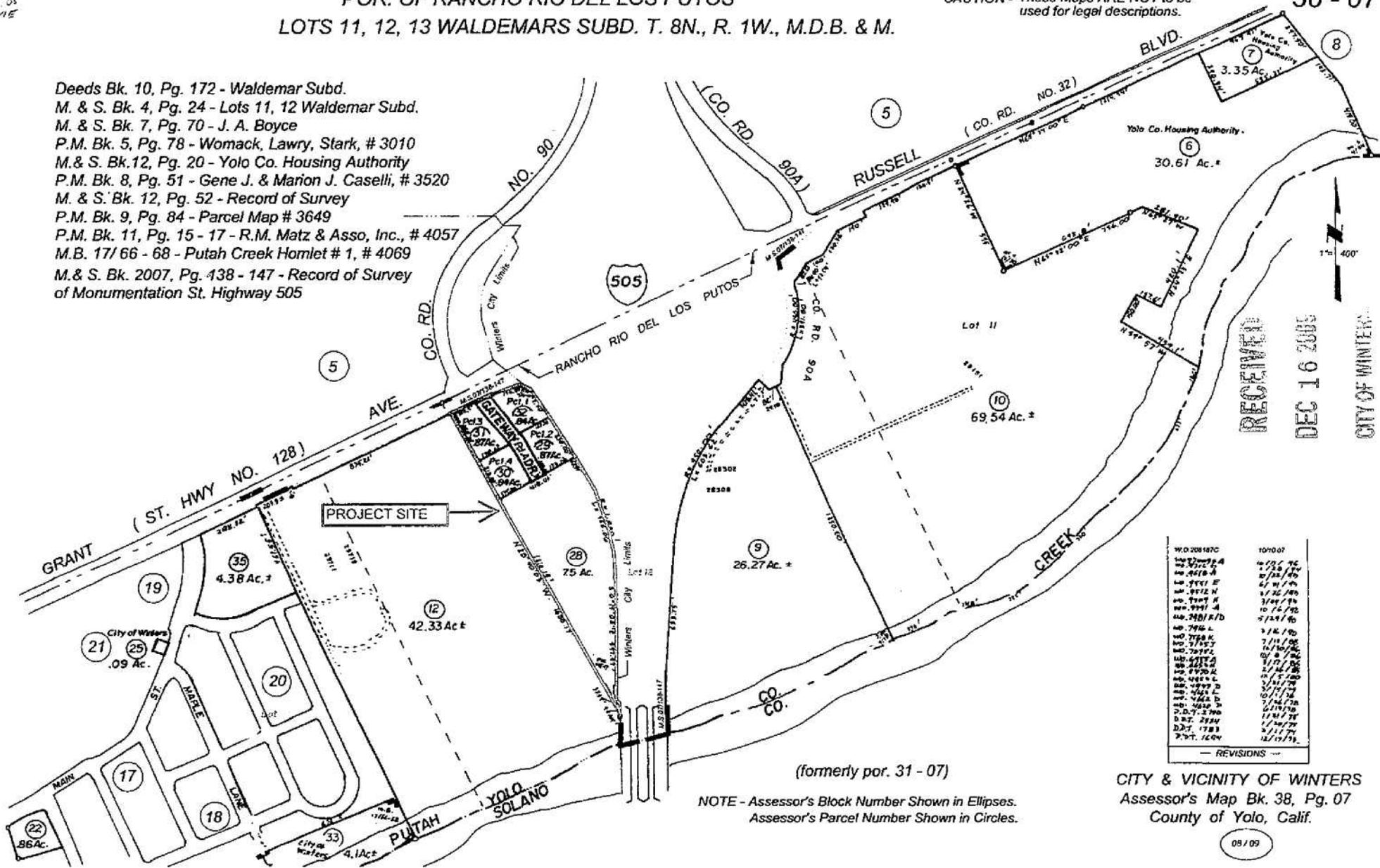
14
05
15

POR. OF RANCHO RIO DEL LOS PUTOS
LOTS 11, 12, 13 WALDEMAR SUBD. T. 8N., R. 1W., M.D.B. & M.

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

38 - 07

Deeds Bk. 10, Pg. 172 - Waldemar Subd.
 M. & S. Bk. 4, Pg. 24 - Lots 11, 12 Waldemar Subd.
 M. & S. Bk. 7, Pg. 70 - J. A. Boyce
 P.M. Bk. 5, Pg. 78 - Womack, Lawry, Stark, # 3010
 M. & S. Bk. 12, Pg. 20 - Yolo Co. Housing Authority
 P.M. Bk. 8, Pg. 51 - Gene J. & Marion J. Caselli, # 3520
 M. & S. Bk. 12, Pg. 52 - Record of Survey
 P.M. Bk. 9, Pg. 84 - Parcel Map # 3649
 P.M. Bk. 11, Pg. 15 - 17 - R.M. Matz & Asso, Inc., # 4057
 M.B. 17/66 - 68 - Putah Creek Homlet # 1, # 4069
 M. & S. Bk. 2007, Pg. 438 - 147 - Record of Survey of Monumentation St. Highway 505



90.02081870	101007
10/21/74	1/23/75
10/21/74	2/23/75
10/21/74	3/23/75
10/21/74	4/23/75
10/21/74	5/23/75
10/21/74	6/23/75
10/21/74	7/23/75
10/21/74	8/23/75
10/21/74	9/23/75
10/21/74	10/23/75
10/21/74	11/23/75
10/21/74	12/23/75
10/21/74	1/23/76
10/21/74	2/23/76
10/21/74	3/23/76
10/21/74	4/23/76
10/21/74	5/23/76
10/21/74	6/23/76
10/21/74	7/23/76
10/21/74	8/23/76
10/21/74	9/23/76
10/21/74	10/23/76
10/21/74	11/23/76
10/21/74	12/23/76
10/21/74	1/23/77
10/21/74	2/23/77
10/21/74	3/23/77
10/21/74	4/23/77
10/21/74	5/23/77
10/21/74	6/23/77
10/21/74	7/23/77
10/21/74	8/23/77
10/21/74	9/23/77
10/21/74	10/23/77
10/21/74	11/23/77
10/21/74	12/23/77

(formerly por. 31 - 07)
 NOTE - Assessor's Block Number Shown in Ellipses.
 Assessor's Parcel Number Shown in Circles.

CITY & VICINITY OF WINTERS
 Assessor's Map Bk. 38, Pg. 07
 County of Yolo, Calif.

09/09

ATTACHMENT 3

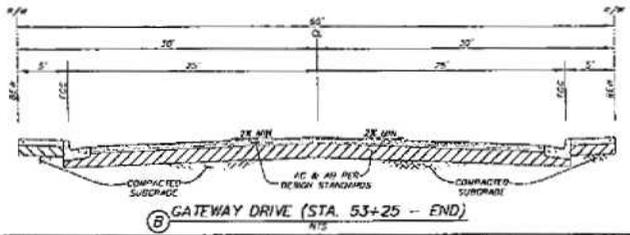
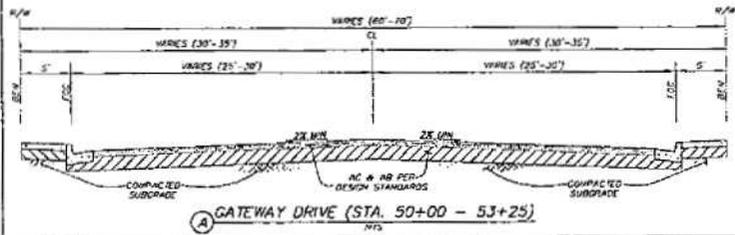
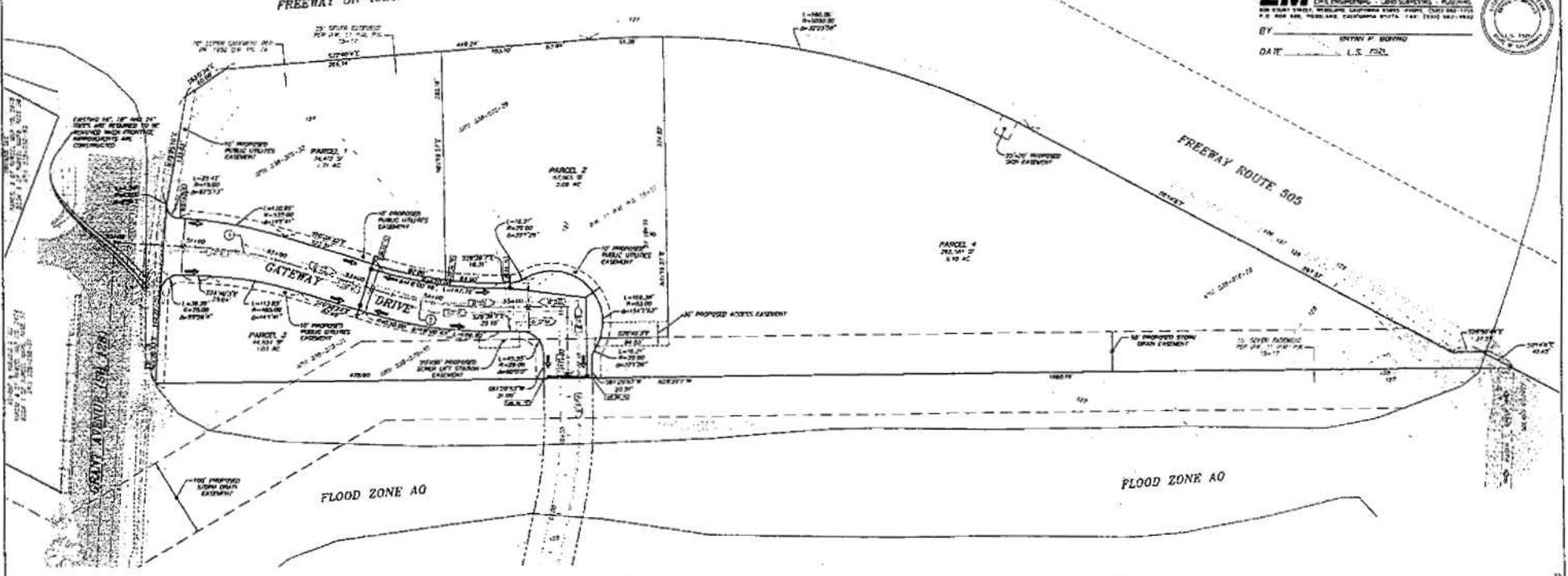
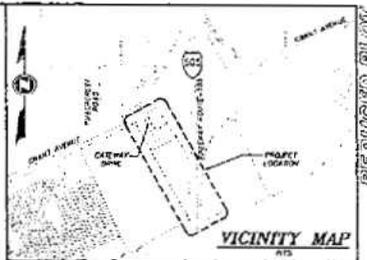
OWNER
 JORDAN FAMILY PARTNERSHIP II
 1800 EXECUTIVE COURT
 SACRAMENTO, CA 95834

ENGINEER / SURVEYOR
 LAUGENOUR AND MEIKLE CIVIL ENGINEERS
 602 COURT STREET
 WOODLAND, CA 95695
 (530) 667-1755

- NOTES**
- 1. EXISTING PARCEL A
 - 2. EXISTING USE
 - 3. PROPOSED USE
 - 4. FUTURE ZONING
 - 5. PROPOSED ZONING
 - 6. WATER SERVICE
 - 7. SEWER SERVICE
 - 8. STORM DRAINAGE
 - 9. ELECTRICAL SERVICE
 - 10. GAS SERVICE
 - 11. TELEPHONE SERVICE
 - 12. FLOOD ZONE DESIGNATION
 - 13. DRIVE AREA
 - 14. NUMBER OF PARCELS
 - 15. BASIS OF BEARING
- 15M-110-020A-020
 URBAN LAND
 COMMERCIAL
 MOUNTAIN COMMERCIAL (E-1)
 MOUNTAIN COMMERCIAL (E-1A)
 CITY OF WATERS
 CITY OF WATERS
 DRAINAGE TO DRAIN DITCH
 P & B C
 P & B C
 AT&T
 E & AO ZONING 2
 1/4" = 1" HORIZ.
 4
 STATE PLANE COORDINATE SYSTEM NAD83

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	DESCRIPTION
1	500.00'	100.00°	100.00'	CL. BC TO EC
2	500.00'	100.00°	100.00'	CL. EC TO CC



LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING
 602 COURT STREET, WOODLAND, CALIFORNIA 95695, PHONE: (530) 667-1755
 P.O. BOX 908, WOODLAND, CALIFORNIA 95695, FAX: (530) 667-1992

BY: [Signature]
 DATE: L.S. 7/20

TENTATIVE
 PARCEL MAP NO. 4975
 FOR
 JORDAN FAMILY
 SHOWN ON PARCEL MAP NO. 4037, FILED IN BOOK 11
 OF MAPS AT PAGES 13-17 OF YOLO COUNTY
 RECORDS, BEING A PORTION OF SECTION 22, TOWNSHIP
 8 NORTH, RANGE 1 WEST, MOUNT Diablo MERIDIAN,
 CITY OF WATERS, YOLO COUNTY, CALIFORNIA

LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING - LAND SURVEYING - PLANNING
 602 COURT STREET, WOODLAND, CALIFORNIA 95695, PHONE: (530) 667-1755
 P.O. BOX 908, WOODLAND, CALIFORNIA 95695, FAX: (530) 667-1992

SHEET 1 OF 1 MARCH 5, 2010

ATTACHMENT 4

ATTACHMENT 5

CONDITIONS OF APPROVAL FOR THE TENTATIVE PARCEL MAP FOR THE PROPERTY LOCATED AT THE SOUTHWEST QUADRANT OF INTERSTATE 505 AND STATE ROUTE 128 TOTALING 11.72 ACRES

1. In the event any claim, action or proceeding is commenced naming the City or its agents, officers, and employees as defendant, respondent or cross defendant arising or alleged to arise from the City's approval of this project, the project applicant shall defend, indemnify, and hold harmless the City or its agents, officers, and employees, from liability, damages, penalties, costs, or expenses in any such claim, action, or proceeding to attach, set aside, void, or annul an approval of the City of Winters, the Winters Planning Commission, any advisory agency to the City and local district, or the Winters City Council. Project applicant shall defend such action at applicant's sole cost and expense, which include court costs and attorney fees. The City shall promptly notify the applicant of any such claim, action, or proceeding and shall cooperate fully in the defense. Nothing in this condition shall be construed to prohibit the City of Winters from participating in the defense of any claim, action, or proceeding, if City bears its own attorney fees and cost, and defends the action in good faith. Applicant shall not be required to pay or perform any settlement unless the applicant in good faith approves the settlement, and the settlement imposes not direct or indirect cost on the City of Winters, or its agents, officers, and employees, the Winters Planning Commission, any advisory agency to the City, local district, and the City Council.
2. All mitigation measures in the Gateway Master Plan/Matz Parcel Map Mitigated Negative Declaration (adopted June 29, 1993) shall be included as conditions of approval. (See Exhibit 5 of Staff Report Attachment 5) with the exception that the following "Suggested Mitigation Measures" shall be revised to read as follows:

#19. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way Highway 128 and Gateway Drive. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip.

#25. An updated Biological Resources Assessment shall be prepared subject to City acceptance, prior to commencement of any onsite work, to assess the potential for, and identify any current populations of, sensitive species and/or habitats on the front acreage. Habitats shall be quantified and standard mitigations/survey protocol requirements shall be imposed, including compliance with Yolo NCCP/HCP JPA Swainson's Hawk Interim Mitigation Fee Program for loss of Swainson's hawk foraging land, and applicable requirements for impacts to nesting raptors and burrowing owls.

#28. The developer shall implement all traffic conditions contained herein prior to issuance of any certificates of occupancy for buildings within the project area. The developer shall commission an appropriate traffic study of Highway 128 from the north bound off-ramps of I-505 to the intersection of Main street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the City Engineer prior to approval of any development, parcel or tentative parcel maps for the Parcel #4. Traffic improvement costs shall be paid in an equitable manner by the end users of the project, as approved by the City.

#33. Delete

#41 Delete

3. All mitigation measures in the Mitigation Monitoring and Reporting Program for the Matz Parcel Map, First Phase of the Gateway Master Plan (adopted June 29, 1993) shall be included as conditions of approval (See Exhibit 6 of Staff Report Attachment 5); with the exception that the following Measures shall be revised to read as follows:

#4. Landscaping and irrigation plans shall be prepared by a landscape architect, who is approved by the City, and included as part of the subdivision improvement plans and/or site plans. These plans shall be subject to review and approval by the City. The improvement plans shall include landscaping and automatic irrigation for the public right-of-way of Highway 128 and Gateway Drive. Said plans shall call for sleeves under the sidewalk and driveway, at each lot, for a future automatic irrigation system in the parkway strip as well as to the median islands. Drought tolerant and native plant species shall be incorporated into landscaping plans to the maximum extent possible and drip irrigation systems shall be used in the landscaping of new public and private open space areas.

#8. The developer shall commission an appropriate traffic study based on 100% build-out of the General Plan area, performed by a Traffic Engineer acceptable to the Public Works Director, of HWY 128 from the North bound off-ramps of I-505 to the intersection of Main Street inclusive. This study shall recommend mitigation measures which will leave this stretch of roadway and all intersecting streets at LOS "C" or better, as required by the General Plan. Said study shall be completed and approved by the Public Works Director prior to approval of any development permit, parcel or tentative parcel maps for the Parcel #4.

#11. A minimum 12' median island shall be installed in Gateway Drive. Gateway Drive shall include turn pockets six foot sidewalks. A free right turn lane 165 feet in length, shall be added onto East bound Hwy 128. There shall be a minimum landscape width of ten feet behind the sidewalks which shall be privately maintained.

#12. Median island geometries, including location and sizes of median cuts and stacking lanes, shall be determined at the time of improvement plan submittal. The median island in Gateway Drive shall run from Hwy 128, south a minimum of 180 feet. Driveway access to all Parcels shall be limited in size, location, and number to allow for safe and efficient flow of traffic. Several parcels, depending on their use and layout may be limited to a single driveway, per parcel. All access points are subject to the approval of the Director of Public Works. In the event that access is provided through common driveways, a common access and maintenance agreement for such common facilities shall be recorded concurrent with Parcel Map. The form and content of these agreements shall be subject to approval by the Director of Public Works. These agreements shall include a clause which prohibits their modification after recordation with prior written approval by the City.

#24. Delete

#25. Delete

4. Development on parcels 1 through 3 cannot exceed a trip "budget" of 5,310 daily trips and/or 434 PM peak hours trips, and requires the following approvals:
 - a. Approval of Design Review for Development Plan for Parcels 1-3
 - b. Approval of Planned Development Permit for Parcels 1-3
 - c. Finding of Consistency with Gateway Master Plan
 - d. Finding of Consistency with Putah Creek Nature Area Master Plan
5. Development or any other discretionary actions involving the back parcel (new Parcel 4) will require subsequent site-specific CEQA clearance and is not addressed in the Initial Study for this project.
6. The applicant shall provide the City with an initial deposit of \$2500.00 to cover City Engineering, Yolo County Surveyor, and internal City administrative costs incurred by the City for the parcel map plan check. The parcel map check shall not begin until the deposit is received. The applicant shall deposit additional funds should the parcel map check expenses incurred by the City exceed the initial deposit. The City shall refund the applicant any deposit funds in excess of the City's parcel map check expenses.
7. The applicant shall submit a current title report to the City prior to recordation of the parcel map. The title report shall include the entire legal boundary of property being divided.
8. The applicant shall provide the City with one mylar and four paper copies of the recorded map.
9. The applicant shall pay all applicable taxes, fees, and charges at the rate amount in effect at the time of such taxes, fees, and charges become due and payable.
10. All street and other required public improvements shall be constructed concurrently, in a single phase operation.
11. The full access intersection into the project shall be permitted on a temporary basis. This intersection shall be eliminated by the City by installing a continuous median island down the center of HWY 128 in the event that any intersection between the North bound off ramps to I-505 and Main Street drops below level of service "C" in the future or as required by Caltrans due impacts to the Caltrans I-505.
12. On Hwy 128 median islands will be striped pursuant to City and Caltrans requirements, as part of improvements. Subdivider shall pay the City the cost of constructing, including landscaping and irrigation, for future median islands in Grant Avenue along the frontage of the property. Said fees shall be approved by the City Engineer and paid in full prior to the approval of the parcel map.
13. A comprehensive storm drainage plan shall be prepared by a registered civil engineer for project watershed(s), including the plan area. The plan shall identify specific storm drainage design

features to control increased runoff from the project site. The drainage plan shall demonstrate the effectiveness of the proposed storm drainage system to prevent negative impacts to existing downstream facilities and to prevent additional flooding at off-site downstream locations. All necessary calculations and assumptions and design details shall be submitted to the City Engineer for review and approval. The design features proposed by the applicant shall be consistent with the most recent version of the City's Storm Drainage Master Plan criteria and Public Improvement Standards. The plan shall incorporate secondary flood routing analysis and shall include final sizing and location of on-site and off-site storm conduit channels, structures and (detention basins if required). The Storm Drainage Plan shall be submitted for approval prior to submittal of the first final map and/or construction drawings for checking. The applicant shall pay the cost associated with all improvements required by the plan.

14. A topographic survey of the entire site and a comprehensive grading and drainage plan prepared by a registered civil engineer, shall be required for the development. The plan shall include topographic information on adjacent parcels. In addition to grading information, the grading plan shall indicate all existing trees, and trees to be removed as a result of the proposed development, if any. A statement shall appear on the site grading and drainage plan, which shall be signed by a registered civil engineer or land surveyor and shall read, "I hereby state that all improvements have been substantially constructed as presented on these plans". Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
15. Construction materials for storm drainpipes within the water table shall be pre-cast rubber-gasket reinforced concrete pipe (RGRCP).
16. Applicant shall be required to coordinate with FEMA through the City's Floodplain Administrator to determine if a CLOMR or LOMR is needed for the project as a result of possible impacts to Dry Putah Creek Flood Plain. Applicant shall obtain all necessary permits and CLOMRs/LOMRs as required prior to First Final Map approval.
17. The differential in elevation between rear and side abutting lot lines shall not exceed twelve inches (12") without construction of concrete or masonry block retaining walls.
18. If disposal and sharing of the excavated soil from the construction of the Development occurs, prior to approval of the first Final Map, Applicant shall prepare a written agreement with the other participating property owners and submit to the City.
19. All projects shall include implementation of post-construction best management practices (BMP). Post construction BMP's shall be identified on improvement plans and approved by the City Engineer. Construction of projects disturbing more than one acre of soil shall require a National Pollution Discharge Elimination System (NPDES) construction permit.
20. Landscaped slopes along streets shall not exceed 5:1; exceptions shall require approval of the City Engineer. Level areas having a minimum width of two (2) feet shall be required at the toe and top of said slopes.

21. The property shall be connected to the City of Winters sewer system, with a separate sewer lateral required for each parcel, in accordance with City of Winters Public Improvement standards and Construction Standards.
22. A comprehensive Sewer Collection System Plan shall be submitted for approval by the City Engineer prior to submittal of the final map and/or construction drawings for checking. A registered civil engineer for project shall prepare the sewer collection system plan. The plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
23. All materials and installation of the water system shall be at the applicant's expense per City of Winters Public Improvement Standards and Construction Standards.
24. If required, per the Subdivision Map Act, project Applicant shall obtain a Water Verification (WV) prior to approval of final map that addresses the following:
 - a) Actual water service to the subdivision will be predicated upon satisfaction of terms and conditions set by the water supplier
 - b) The WV is non-transferable, and can only be used for the specific tentative map for which it was issued.
 - c) The WV shall expire along with the tentative map subdivision map if a final map is not recorded within time allowed under law
 - d) Until such time as actual service connections are approved for the subdivision, the water agency may withhold water service due to a water shortage declared by the water agency.
25. At the time the Building Permit is issued, the applicant will be required to pay the appropriate City connection Fees. All domestic water services will be metered. Water meters shall be installed on all water services to the satisfaction of the City Engineer.
26. Per City of Winters Cross Connection Control Program, all types of commercial buildings and landscape irrigation services are required to maintain an approved backflow prevention assembly, at the applicant's expense. Service size and flow-rate for the backflow prevention assembly must be submitted. Location of the backflow prevention assembly shall be per the City of Winters Public Improvements Standards and Construction Standards. Prior to the installation of any backflow prevention assembly between the public water system and the owner's facility, the owner or contractor shall make application and receive approval from the City Engineer or his designated agent.
27. Per the City of Winters Cross Connection Control Program, fire protection systems are required to maintain approved backflow prevention, at the applicant's expense. Required location, service size and flow-rate for the fire protection system must be submitted. Actual location is subject to the

review and approval of the Public Works Department, Fire Department, and Community Development Department.

28. The City of Winters Plan Review Fee applies and is due upon submittal of the maps and plans for review.
29. FINAL PLANS, PERIODIC TESTS FOR FIRE HYDRANTS: All final plans for fire hydrant systems and private water mains supplying a fire hydrant system shall be submitted to the City of Winters Fire Department for approval prior to construction of the system. All fire protection systems and appurtenances thereto shall be subject to such periodic tests as required by the City of Winters Fire Department.
30. WATER PRESSURE: All water lines and fire hydrant systems must be approved by the Fire Chief and operating prior to any construction taking place on the site. Prior to issuance of building permits, water flow must be measured and certified for adequacy by the Winters Fire District.
31. REFLECTORS FOR FIRE HYDRANTS: Any fire hydrant installed will require, in addition to the blue reflector noted in Standard Drawings, an additional blue reflector and glue kit that is to be supplied to the City of Woodland Fire Department for replacement purposes.
32. All construction, new or remodeling, shall conform to the most current Uniform Fire Codes, the Winters Fire Prevention Code, and section of the National Fire Codes that the Winters Fire Chief or his/her agent may find necessary to apply.
33. Prior to approval of the first final map, a comprehensive water system plan shall be prepared by a registered civil engineer for project, and shall be submitted to the City Engineer for review and approval. The master plan shall include final sizing and location of conveyance facilities, structures, and engineering calculations. The applicant shall pay the cost associated with all improvements required by the plan.
34. Forty-eight hours notice shall be given to the Winters Fire District prior to any site inspections.
35. A hydrant use permit shall be obtained from the Public Works Department, for water used in the course of construction.
36. When the fire protection facilities are in the City of Winters, the developer shall contact the Winters Fire District Chief or his/or agent prior to construction for a pre-construction meeting.
37. All required fire accesses that are to be locked shall be locked with a system that is approved by the Fire Chief or his/her agent.
38. Submit three sets of plans for each fire suppression sprinkler system to the Fire Department for review and approval prior to the issuance of each building permit.
39. Fire suppression sprinkler systems shall meet or exceed NFPA 13-D. Water laterals shall be appropriately sized to accommodate sufficient water flows for fire suppression sprinkler systems.

40. The conditions as set forth in this document are not all inclusive. Applicant shall thoroughly review all City, state, and federal planning documents associated with this tentative map and comply with all regulations, mitigations and conditions set forth.
41. Closure calculations shall be provided at the time of initial map check submittal. All calculated points within the map shall be based upon one common set of coordinates. All information shown on the map shall be directly verifiable by information shown on the closure calculation print out. The point(s) of beginning shall be clearly defined and all lot acreage shall be shown and verifiable from information shown on the closure calculation print out. Additionally, the square footage of each lot shall be shown on the subdivision map. Reference the City of Winters Public Improvements Standards and Construction Standards for additional requirements.
42. A subdivision map (Final or Parcel) shall be processed and shall be recorded prior to issuance of a Building Permit. The Developer shall provide, to the City Engineer, one recorded Mylar copy and four print copies of the final map from the County, prior to issuance of the first building permit.
43. A registered landscape architect shall design landscape and privacy wall improvements and improvements shall be per City Standards, as applicable.
44. Joint trench/utility/composite plans shall be submitted to the City Engineer for review, prior to approval of the final map and improvement plans.
45. All existing and proposed utilities (Electric, phone/data, and cable) within 100 feet of the project boundary shall be installed underground per the subdivision ordinance and shall meet the policies, ordinances, and programs of the City of Winters and the utility providers.
46. Street lighting location plan shall be submitted and approved by the Department of Engineering, prior to approval of improvement plans and final recordation of Map.
47. Roads must be constructed and paved prior to issuance of any building permit. Under specific circumstances, temporary roads may be allowed, but must be approved by the City of Winters City Engineer and Fire Department.
48. Occupancy shall not occur until on-site and off-site improvements have been accepted by the City Council and the City has approved as-built drawings. Applicants, and/or owners shall be responsible to so inform prospective buyers, lessees, or renters of this condition.
49. If relocation of existing facilities is deemed necessary, the applicant shall perform the relocation, at the applicant's expense unless otherwise provided for through a reimbursement agreement. All public utility standards for public easements shall apply.
50. A Subdivision Improvement Agreement shall be entered into and recorded prior to construction of improvements, issuance of any building permits, or recordation of a final map. The agreement may address the timing and implementation of Conditions of Approval 13, 22, 33, and 44.
51. At the time of making the survey for the final map, the engineer or surveyor shall set sufficient durable monuments to conform to the standards described in Section 8771 of the Business and

Professions Code. All monuments necessary to establish the exterior boundaries of the subdivision shall be set or referenced prior to recordation of the final map.

52. Appropriate easements shall be required for City maintained facilities located outside of City owned property or the public right-of-way.
53. The applicant shall facilitate, with City cooperation, the abandonment of all City easements and dedications currently held but no longer necessary as determined by the Public Works Department.
54. A ten (10) foot public utility easement back of sidewalk, adjacent to all public streets within the development shall be dedicated to the City and may be required elsewhere as requested by the utility companies and approved by the City.
55. Project proponents shall enter into the City wide Landscape and Lighting Maintenance District, in order to maintain and provide for the future needs of parks, open space, street lighting, landscaping, sound walls, and other related aspects of development. The project proponent is responsible for all costs associated with this condition. The project proponent shall fulfill this condition prior to the sale of any buildable lots or parcels within the project area.
56. Applicant of multi-family residential, commercial and industrial project shall provide refuse enclosure detail showing bin locations and recycling facilities to the approval of the Public Works Department.
57. Prepare improvement plans for any work within the public right-of-way and submit them to the Public Works department for review and approval. The improvement plan sheets shall include the title block as outlined in the City of Winters Public Improvements Standards and Construction Standards. This submittal is separate from the building permit submittal. The Developer shall provide, to the City Engineer, one Mylar original and four sets of the improvement plans and electronic media (AutoCAD .DWG or DXF on Zip Disk or Compact Disk), for approval of plans by the City Engineer.
58. Conform to County Health regulations and requirements for the abandonment of a septic tanks and water wells.
59. Existing public and private facilities damaged during the course of construction shall be repaired by the subdivider, at his sole expense, to the satisfaction of the City Engineer.
60. The area of each lot, in square feet, shall be calculated and shown on the Final Map.
61. Encroachment permits if necessary from will be acquired from Yolo County, Caltrans, and PG&E.
62. All utility poles that are to be relocated in conjunction with this project shall be identified on the improvement plans, with existing and proposed locations indicated.
63. All public landscape areas shall include water laterals with meters and PG&E power service points for automatic controllers.

64. If improvements are constructed and/or installed by a party or parties other than the Applicant, which improvements benefit Applicant's property, prior to issuance of a building permit (approval of the final map) on Applicants property, Applicant shall pay a proportionate share of the costs of said improvements, including interest, prior to the issuance of building permit(s) (approval of the final map) to Applicant.
65. Developer agrees to pay the Flood Area Storm Drainage Development Impact Fee adopted or enacted by the City to fund drainage improvements identified in the City's Moody Slough and Putah Creek/Dry Creek Subbasins Storm Drainage Master Plan Report to mitigate flooding, at the applicable rate and at the time established by ordinance or resolution. The Flood Area Storm Drainage Impact Fee is required to be paid prior to the issuance of the first building permit for the development. If a Building Permit has been issued for the development prior to the Impact Fee being adopted, then the Impact Fee shall be paid by Developer to the City within ninety (90) days from the adoption or enactment of the Flood Area Storm Drainage Impact Fee.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: John C. Wallace, City Attorney
SUBJECT: Council Agenda Item Public Hearing/Adoption of Ordinance 2010-5

RECOMMENDATION: Hold Public Hearing, adopt the Ordinance.

BACKGROUND: Under the City's existing Ordinance 2009-13, Owners of Vacant or Abandoned homes are required to (1) post signs on the property indicating they are abandoned; and (2) provide a property manager contact person with 1-2 miles of Winters. This ordinance would amend these requirements, deleting (1) to avoid vandalism; and (2) extend the geographic requirements for local management to 30 miles. The City is already enforcing these two items as a matter of policy and economic convenience.

FISCAL IMPACT: None.

ORDINANCE NO. 2010-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING TITLE 17, CHAPTER 17.120 OF THE WINTERS MUNICIPAL
CODE REGARDING VACANT AND ABANDONED PROPERTY
REGISTRATION**

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

SECTION 1: PURPOSE

The purpose of this ordinance is to amend a section of the Winters Municipal Code pertaining to required provisions for of local property managers. This ordinance will amend the Chapter to change the proximity of local property managers to 30 miles, and to remove a sign requirement.

SECTION 2: AMENDMENT OF TITLE 17, CHAPTER 17.120

Title 17, Chapter 17.120 of the Winters Municipal Code is hereby amended to read as follows:

(a). Section 17.120.020 includes Definitions. The definitions for "Local" and "Out of Area" are deleted, and the new definitions shall read

"Local" means within 30 road/driving miles distant of the subject property.

"Out of Area" means in excess of 30 road/driving miles distant of the subject property.

(b) Subsection (B) of Section 17.120.060 (Security Requirements) is hereby deleted, and subsection (C) is now subsection (B)

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced and the title thereof read at the regular meeting of the City Council on June 1, 2010, and the second reading occurred at the regular meeting of the City Council, following public hearing, on June 15, 2010.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by

the City Council of the City of Winters, State of California, this _____ day of June, 2010, by the following vote, to wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

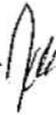
MICHAEL MARTIN, MAYOR

ATTEST:

NANCI G. MILLS, CITY CLERK



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: City of Winters

RECOMMENDATION:

That the City Council Adopt Resolution 2010-34, a Resolution of the City of Winters Approving and Adopting a Cudget of Estimated Expenditures for Fiscal Years 2010-11 and 2011-12.

BACKGROUND:

At the June 1, 2010 City Council Meeting, a budget workshop was held to develop the Fiscal Budgets for a two fiscal year cycle. Staff has implemented the actions from the workshop and included them in the preparation of the budgets in an effort to minimize the use of reserves, however, as proposed, the General Fund Budget is balanced using fund balance available for 2010-11 of \$116,601 and \$248,426 for Fiscal Year 2011-12.

Key actions approved by the City Council include the following:

1. **Employee Compensation/Benefit Reductions:** This includes two year reduction in retirement contributions and cash-out of leave benefits. This amounts to a 9.7 reduction to management personnel and between 2.5% and 8% for all other staff. Wages for all staff are frozen at current levels with no provision for merit increases or cost of living allowances.
2. **City Wide Assessment District:** The City Council approved reductions in General Fund support to the District through the reduction of street lighting and park maintenance personnel.
3. **Reclassification/Reassignment of Staff:** This includes the reduction of support to certain functions, specifically parks and community development. Due to the

implementation of the water and sewer upgrades, the Environmental Services Manager will be allocated at a higher rate to the enterprise funds.

4. **Hiring Freeze for vacant Police Officer Position:** Staff will stop recruitment of police personnel until the second half of the fiscal year in 2010-11.

The total impacts are shown as follows:

	<u>2010-2011</u>	<u>2011-2012</u>
City Wide Assessment District Self Supporting	98,922	100,230
Employee Compensation/Benefit Reductions	80,450	80,714
Reclassify Employee to Water and Sewer Only	48,486	49,190
Reclassify Employee to 100% Finance	30,475	30,475
Reclassify Employee 100% Parks	25,167	25,167
Freeze Police Officer Position Recruitment for 6 mos.	115,112	17,592
Total Savings	<u>398,612</u>	<u>303,368</u>
Original deficit as proposed 5/18/10	515,773	553,948
Proposed Deficit after making adjustments	<u>116,601</u>	<u>248,426</u>

One major change with the budget is the pending certification of the election results for the passage of Measure W. Staff will suspend the planned reductions in street lighting, pending the outcome of this election.

Measure W:

The current results from the June 8, 2010 show the passage of Measure W by a narrow margin. The proposed budget will be agendized for the July 6, 2010 City Council Meeting to discuss the uses of these funds if a certification of passage is received.

FISCAL IMPACT:

The budget and resolution gives hiring and spending authority to staff for Fiscal Years 2010-11 and 2011-12 pursuant to City policy.

**CITY COUNCIL
RESOLUTION 2010-34**

**A RESOLUTION OF THE CITY OF WINTERS APPROVING AND ADOPTING
A BUDGET OF ESTIMATED EXPENDITURES FOR FISCAL YEARS 2010-2011
AND 2011-2012.**

WHEREAS, every local agency is required to adopt a budget for the subsequent fiscal year for estimated revenues and expenditures; and

WHEREAS, every local governmental agency shall file with the county auditor of the county in which the agency conducts its principal operations, a budget for the fiscal year then in progress; and

WHEREAS, the City of Winters has determined that a 2 year budget is appropriate for the City to prudently plan it's financial future; and

WHEREAS, the City Council and Staff members have thoroughly reviewed and analyzed the proposed budget in order to determine the needs of the City of Winters;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that a budget for the Fiscal Year 2010-2011 and 2011-2012, a copy of which is on file in the City Clerk's Office, is hereby adopted for the City of Winters as follows;

Section 1. For the Fiscal Year 2010-2011, General Fund estimated revenues of \$3,094,711, use of available fund balance of \$116,602, for a total source of funds of \$3,211,313 and total appropriations of \$3,211,313.

For the Fiscal Year 2011-2012, General Fund estimated revenues of \$3,058,616, use of available fund balance of \$248,426, for a total source of funds of \$3,307,042 and total appropriations of \$3,307,042.

Section 2. For the Fiscal Year 2010-2011, Special Revenues Funds estimated revenues of \$2,346,272, use of available fund balance of \$-0- for a total source of funds of \$2,346,272 and total appropriations of \$2,283,639.

For the Fiscal Year 2011-2012, Special Revenues Funds estimated revenues of \$974,991, use of available fund balance of \$-0- for a total source of funds of \$974,991 and total appropriations of \$770,983.

Section 3. For Fiscal Year 2010-2011 Capital Revenue Funds estimated revenues of \$1,009,821, use of available fund balance of \$2,917,277 for total source of funds of \$3,927,098 and total appropriations of \$3,927,098.

For Fiscal Year 2011-2012 Capital Revenue Funds estimated revenues of \$677,692, use of available fund balance of \$-0- for total source of funds of \$677,692 and total appropriations of \$207,896.

Section 4. For Fiscal Year 2010-2011 Water O & M Fund estimated revenues of \$1,038,059 use of available fund balance of \$-0- for total source of funds of \$1,038,059 and total expenses of \$844,108.

For Fiscal Year 2011-2012 Water O & M Fund estimate estimated revenues of \$1,058,103, use of available fund balance of \$35,888 for total source of funds of \$1,093,991 and total expenses of 1,093,991.

Section 5. For Fiscal Year 2010-2011 Sewer O & M estimated revenues of \$1,318,570, use of available fund balance of \$-0- for a total source of funds of \$1,318,570 and total expenses of \$1,219,648.

For Fiscal Year 2011-2012 Sewer O & M estimated revenues of \$1,463,063, use of available fund balance of \$-0- for a total source of funds of \$1,463,063 and total expenses of \$1,208,854.

PASSED AND ADOPTED by the City of Winters this 15th day of June 2010 by the following vote:

AYES;
NOES;
ABSTAIN;
ABSENT;

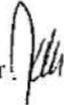
Mike Martin, Mayor

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Chairman and Boardmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: City of Winters Community Development Agency Budget for Fiscal Years 2010-2011 and 2011-2012

RECOMMENDATION:

City Council adopt Resolution 2010-35, A Resolution of the City of Winters Community Development Agency Approving and Adopting a Budget of Revenues and Estimated Expenditures for the Fiscal Years 2010-2011 and 2011-2012.

BACKGROUND:

The City of Winters Community Development Agency is required to prepare and adopt a budget each fiscal year. Due to the economy, staff felt the preparation of a two year budget was pertinent in order to expand our financial view point and prepare for ongoing fiscal issues facing the Agency.

Staff presents the budget for approval by the Board.

FISCAL IMPACT:

The budget gives hiring and spending authority to staff for fiscal years 2010-2011 and 2011-2012.

**COMMUNITY DEVELOPMENT AGENCY
RESOLUTION 2010-35**

RESOLUTION OF THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING AND ADOPTING A BUDGET OF ESTIMATED REVENUES AND EXPENDITURES FOR FISCAL YEAR 2009-2010

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

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

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

NOW, THEREFORE BE IT RESOLVED by the Community Development Agency of the City of Winters, that a budget for Fiscal Year 2010-2011 is hereby adopted for a total estimated revenues of \$1,901,194, and use of available fund balance of \$9,373,917 for a total source of funds \$11,275,111 and total appropriations of \$11,275,111, and a budget for Fiscal Year 2011-2012 is hereby adopted for a total estimated revenues of \$1,884,816, and use of available fund balance of \$2,075,640 for a total source of funds \$3,960,456 and total appropriations of \$3,960,456. A copy of the budget is on file in the City Clerk's office

PASSED AND ADOPTED by the City of Winters Community Development Agency this 15th day of June 2010 by the following vote:

**AYES;
NOES;
ABSTAIN;
ABSENT;**

Woody Fridae, Chairman

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Winters Community Development Agency
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: John C. Wallace, Agency Counsel
SUBJECT: Redevelopment: Foreclosed Housing Acquisition

RECOMMENDATION: If CDA approves the program, authority to acquire real property at 426 Cottage Circle, Winters.

BACKGROUND: Staff is working on revising a neighborhood foreclosure program with acquisition, rehabilitation, & resale program guidelines based on an existing program in Lancaster, CA. Staff has already received a favorable ruling from The Community Development Agency Bond Counsel indicating we can use housing program bond proceeds (grantable portion - approximate \$1,500,000 will be available to fund the program) to fund the acquisition and rehabilitation portion of the program. Staff is working with various stakeholders (AHSC meeting to be scheduled) including NeighborWorks to design the Winters guidelines. In the interim, an affordable property in the Cottages at Carter Ranch subdivision is scheduled for foreclosure sale on July 1, 2010. Based on the Notice of Trustee Sale, the estimated sale amount is \$109,960.07. This is probably the outstanding amount on the first mortgage. The City also has a "silent second" of approximately \$30,000.

Staff will not be able to finalize the program guidelines prior to the foreclosure sale; however, the acquisition price for this property is below the parameters that will be proposed to the CDA Board when we bring the program for adoption (estimate most properties will be in the \$150,000 range, with another \$30,000 budgeted for required rehabilitation). The subject property can be acquired for much less than what we anticipate will be the norm under the program being developed, and will protect an

existing affordable housing asset. It should also be noted that inasmuch as these are newer housing units, there will not be as much rehabilitation required.

FISCAL IMPACT: Use of Redevelopment Bond funds, up to \$1.5 million.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers, Winters City Council
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager
FROM: John C. Wallace, City Attorney
SUBJECT: Dog Attack

RECOMMENDATION: None

BACKGROUND: A 6 year old girl suffered facial injuries from a dog, reportedly a pit bull. Yolo County Animal Control is investigating the incident. A councilmember has asked about City Council options.

ANALYSIS: City Council options are limited. The State of California, under the Food and Agricultural Code, provides specific remedies for dangerous or vicious dogs. These remedies are generally applicable AFTER an attack. Until 2006, cities could not pass laws dealing with specific breeds of dog. In 2006 the law was changed, allowing cities to pass breed specific laws (BSL), but with authority only to require spaying and neutering with licensing. A number of cities have such laws. Various figures on annual dog biting incidents run into the millions, but the number of deaths is apparently about 10 to 20 annually. Primarily the laws deal with pit bulls and Rottweilers. Those two breeds account, statistically, for about two-thirds of attacks resulting in death. San Francisco includes other breeds in its code. Typically the local laws exempt qualified breeders and show dogs. The enactment of such laws carries a burden. A report must be made to the state quarterly of all dog biting incidents, including breed of dog. Other options being considered by cities include the microchipping of ALL dogs as part of licensing (for identification of owners) and, in at least one case, looking into a requirement of liability insurance as part of licensing.

FISCAL IMPACT: Cost of administering the program, to be offset by fees charged.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for March 2010

RECOMMENDATION:

The City Council receive and file the City of Winters investment report for March 2010.

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings through March 31, 2010. The City of Winters is invested in Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters. The investment earnings for March reflect investment earnings from First Northern Bank and interest payments on the various CDBG and EDBG funded loans.

FISCAL IMPACT:

None

City of Winters
Investment Report
Investment Earnings as of 3/31/10

Fund	Description	March 2010 Investment Income	Year to Date Investment Income
101	GENERAL FUND	\$ 1	\$ 2,717
208	FIRST TIME HOMEBUYER		349
212	FLOOD ASSESSMENT DISTRICT		16
251	TRAFFIC SAFETY		643
252	ASSET FORFEITURE		56
254	VEHICLE THEFT DETERRENT		202
261	TRAFFIC CONGESTION RELIEF		61
266	Proposition 1B		996
291	BEVERAGE RECYCLE GRANT		63
294	TRANSPORTATION/BUS		1,223
299	AFTER SCHOOL PROGRAM		462
311	STBG-700		11
313	STBG 96-1043	40	438
321	EDBG 99-688	657	5,884
351	RLF HOUSING REHAB		1,287
352	RLF AFFORDABLE HOUSING		40
355	RLF SMALL BUSINESS		421
356	RLF HOME PROGRAM		312
411	STREET IMPACT FEE		4,177
412	STORM IMPACT FEE		618
413	PARKS & REC IMPACT FEE		3,131
414	POLICE IMPACT FEE		422
415	FIRE IMPACT FEE		78
416	GENERAL FACILITY IMPACT FEE		999
417	WATER IMPACT FEE		2,301
418	SEWER IMPACT FEE		954
421	GENERAL FUND CAPITAL		2,281
422	LANDFILL CAPITAL		977
424	PARKS & REC CAPITAL		131
427	EQUIPMENT REPLACEMENT FUND		1,598
429	SERVICE RESERVE		2,139
482	FLOOD CONTROL STUDY		5
492	RAJA STORM DRAIN		159
494	CARF		171
496	STROM DRAIN NON-FLOOD		1
501	GENERAL DEBT SERVICE		232
611	WATER O & M		1,676
612	WATER RESERVE		280
616	WATER CONSERVATION		44
621	SEWER O & M		2,626
701	REDEVELOPMENT		2,208
703	2007 BOND PROJECT FUND		35,739
711	REDEVELOPMENT LIH		729
712	RDA LIH PROJECT AREA		4,838
713	2007 LIH BOND PROJECT		5,755
751	REDEVELOPMENT LTD		14,699
821	WINTERS LIBRARY		804
831	SWIM TEAM		52
	Total Investment Income	<u>\$ 698</u>	<u>\$ 105,005</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Treasurer Report for March 2010

RECOMMENDATION:

The City Council receive and file the City of Winters Treasurer's report for March 2010.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements, and fund balances be submitted to the City Council for review. The reports for March 2010 are before you.

General Fund Revenues are 54% of budgeted. We have received the first remittance from Yolo County for this fiscal year for Property tax, Property tax in lieu of Sales tax and Property tax in lieu of VLF.

- Property tax is approximately 50% of the amount budgeted for the year.
- Property tax in lieu of Sales tax is 14% of budgeted due to the true up from fiscal 2008-2009. The State estimates the amount of sales tax a jurisdiction will collect, and based on that estimate, remits the property tax in lieu of sales tax. Due to the recession, the state over estimated the amount of sales tax generated within the City of Winters, and therefore, the first payment for 09-10 includes the adjustment for the overpayment (true up) from 2008-2009.
- Property tax in lieu of VLF is estimated to be approximately 6% lower than budgeted due to the decline in property values, both inside and outside the redevelopment project area.
- Sales and use tax are remitted two (2) months after they are received by the State Board of Equalization. Estimates from our consultant, HdL indicates that we should be fairly close to the budgeted amounts, should no further decline in the economy occur.
- Utility taxes are received the month following the month billed, and currently we have

- received 57% of the amount budgeted.
- Municipal Services taxes are at 75% of budget.
- While the planning application and plan check fees are currently at or above budget, the building permits themselves remain at less than 50% of budget. Anticipated building permits include the permits for the Orchard Village Affordable Apartment Complex project and the Catholic Church.

General Fund Expenditures are 67% of budget, with 75% of the budget year complete.

Other Funds

Fund 211-City Wide Assessment has received approx 33% of funding, this is because we have received the first remittance from the County, the funding for City Wide Assessment (Parks and Street Lighting) is 66% from assessments on property, and currently the other 34% is funded by the general fund. Expenditures are 65% of those budgeted.

Fund 221 Gas Tax-We currently have received 24% of the amount budgeted. This is due to the fact that the State of California has held the gas tax funds until April 2010 in order to improve the cash flow for the State of California.

Fund 701 and Fund 711 Redevelopment Non Housing Tax Increment and Redevelopment Housing Increment. Both funds have received approximately 4% of the budgeted amount. Non Housing expenditures are at 54% of budget, and Housing expenditures are at 73% of budget.

Fund 702 2004 Tax Allocation Bonds(Non Housing)- All funds have been expended at this time.

Fund 611 Water-Revenues are 79% of budget and expenditures are 71% of budget.

Fund 626 Sewer-Revenues are 79% of budget and expenditures are 76% of budget.

FISCAL IMPACT:

None

City of Wintex
 General Fund Summary
 July 1, 2009 through March 31, 2010

		% Of Year Complete			75%
Account	Account Description	Budget 09-10	March Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 734,486		\$ 366,055	50%
101-41102	Property Tax in Lieu of Sales Tax	79,750		10,828	14%
101-41103	Property Tax in Lieu of VLF	528,176		250,462	47%
101-41401	Sales & Use Tax	239,250	21,861	120,733	50%
101-41402	Prop 172	25,092		12,131	48%
101-41403	Franchise Fee	227,910		85,396	37%
101-41404	Property Transfer Tax	11,000		6,277	57%
101-41405	Utility Tax	418,267	29,233	240,377	57%
101-41406	Municiple Services Tax	285,840	23,850	214,520	75%
101-41408	TOT Tax	5,100		3,116	61%
101-41407	Business Licenses	24,000	1,470	22,357	93%
101-46102	Building Permits	87,352	2,324	37,865	43%
101-46103	Encroachment Permit			2,144	
101-46104	Other Licenses & Permits	48,807	1,586	26,988	55%
101-41507	Motor Vehicle in Lieu	24,920	985	7,717	31%
101-41509	Homeowners Property Tax Relief	16,299		8,420	52%
101-48106	Post Reimbursement	3,500		1,572	45%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	150		16	11%
101-42103	Plan Check Fees	50,162	1,063	114,936	229%
101-42104	Planning Application Fees	11,901	5,600	17,046	143%
101-42105	Sales of Maps and Publications			25	
101-42107	Project Monitoring Fees	5,904		563	10%
101-42108	Police Reports	500	55	378	76%
101-42109	Fingerprint Fees	2,200	573	3,485	158%
101-42111	Towing/DUI Reimbursement	1,500	75	855	57%
101-42112	Ticket Sign Off Fees	250	100	315	126%
101-42201	Recreation Fees	10,600		2,072	20%
101-42205	Basketball Revenues	3,200		4,410	138%
101-42211	Pool Ticket Sales	3,300			0%
101-42213	Pool Proceeds			715	
101-42215	Swim Passes	5,000		2,529	51%
101-42216	Swim Lessons	600		2,595	433%
101-42217	Water Aerobics Fees			495	
101-42218	Swlm Team Reimbursement	8,000			0%
101-42301	Park Rental	500	85	435	87%
101-42302	Library Hall Rental	800		258	32%
101-42303	Community Center Rental	16,000	3,966	21,720	136%
101-44101	Rents/Leases Revenues	38,500	4,055	28,166	73%
101-43110	Fines-No Building Permits	1,000			0%
101-44102	Interest Earnings	47,000	1	2,717	6%
101-46106	Reinspect Fee	250		106	42%
101-49101	Contributions	2,165		2,285	106%
101-49102	Reimbursements/Refunds			4,784	
101-49104	Miscellaneous Revenues	20,000	1,128	7,933	40%
101-49106	Cash Over/Short			(58)	
101-49111	Fireworks Contributions	3,000			0%
101-49999	Interfund Operating Transfer	14,000		257	2%
Total Revenues		<u>\$ 3,006,231</u>	<u>\$ 98,010</u>	<u>\$ 1,635,996</u>	<u>54%</u>

City of Winters
Summary of Expenditures
July 2009 through March 2010

		% of Year Complete			75%	
Fund	Fund Description	Budget 09-10	March Actual	Actual Year to Date	Unused Budget	% of Budget Used
101	General Fund Expenditures by Depart					
110	City Council	\$ 3,891	\$ 79	\$ 232	\$ 3,659	6%
120	City Clerk	14,439	560	6,332	8,107	44%
130	City Treasurer	356	29	263	93	74%
160	City Manager	35,496	2,699	26,117	9,379	74%
170	Administrative Services	171,503	15,865	121,908	49,595	71%
180	Finance	2,807	192	2,043	764	73%
210	Police Department	1,707,844	139,864	1,294,120	413,724	76%
310	Fire Department	410,902		137,493	273,409	33%
410	Community Development	305,476	29,732	231,458	74,018	76%
420	Building Inspections	100,434	7,925	91,201	9,233	91%
610	Public Works-Administration	346,067	19,690	185,234	160,833	54%
710	Recreation	131,312	4,536	58,401	72,911	44%
720	Community Center	85,030	7,206	62,943	22,087	74%
730	Swimming Pool	57,562		51,421	6,141	89%
999	Transfers Out			108	(108)	
	Total General Fund Expenditure	\$ 3,373,119	\$ 228,377	\$ 2,269,166	\$ 1,103,953	67%
201	Fire Prevention Grant		81	155	(155)	
211	City Wide Assessment	290,831	28,537	214,007	76,824	74%
221	Gas Tax Fund	126,117	9,875	82,420	43,697	65%
223	PERS Trust Fund			249	(249)	
231	State COPS 1913	233,460	7,482	130,237	103,223	56%
243	'96 COPS MORE Grant	1,661		8	1,653	
251	Traffic Safety	15,300		175	15,125	1%
261	Traffic Congestion Relief	55,000		49,481	5,519	90%
262	Street Grants	495,000			495,000	
266	Proposition 13	398,172		496,268	(98,096)	125%
267	Grant Avenue Improvements	365,000	11,769	394,641	(29,641)	108%
291	Beverage Recycling Grant	5,000		473	4,527	9%
294	Transportation	722,789	2,776	355,055	367,734	49%
299	After School Program	152,265	12,988	145,301	6,964	95%
311	STBG 700 Housing Rehab	1,623		1,105	518	68%
313	STBG 96-1043 Housing & Public W	1,623	727	6,518	(4,895)	402%
321	EDBG 99-688 Buckhorn		1,450	11,627	(11,627)	
411	Street Impact Fee	57,350			57,350	
413	Park & Recreation Impact Fee	55,350			55,350	
414	Public Safety Impact Fee	335,564	33,700	44,521	291,043	13%
415	Fire Impact Fee	95,388	5,589	29,255	66,133	31%
416	General Facility Impact Fee	400,183	10,272	28,020	372,163	7%
417	Water Impact Fee	554,000	133,945	183,073	370,927	33%
422	Landfill Capital	17,300		8,329	8,971	48%
424	Parks & Recreation Capital			23,825	(23,825)	
427	Equipment Replacement Fund	28,285		14,646	13,639	52%
429	Service Reserve	14,000			14,000	
494	CARF	30,000		23,813	6,187	79%
495	Monitoring Fee			221	(221)	
611	Water O & M	710,468	65,459	507,255	203,213	71%
615	07 Water Bonds	1,608,076	52,028	314,394	1,293,682	20%
616	Water Conservation Fund	4,800	153	1,840	2,960	38%
621	Sewer O & M	772,253	89,233	587,315	184,938	76%
626	2007 Sewer Bond	2,621,671	1,365	239,956	2,381,715	9%
651	Central Service Overhead		(30)			
701	Community Redevelopment	2,946,538	66,355	1,589,565	1,356,973	54%
702	RDA Project Area Fund H			1,314	(1,314)	
703	2007 Bond Project Fund	7,602,000	322,108	976,921	6,625,079	13%
711	Community Redevelopment LIH	657,428	19,511	479,186	178,242	73%
712	LIH Bond Proceeds	1,600,000			1,600,000	
751	Community Redevelopment LTD			22,623	(22,623)	
821	Winters Library			348,988	(348,988)	
831	Swim Team	53,926		26,296	27,630	49%
832	Masters Swim Program	3,000		3,275	(275)	109%
833	Festival de la Comunidad	6,400		5,725	675	89%
834	Community Dinner			964	(964)	
845	Historical Photos		569	2,993	(2,993)	
	Total Expenditures	\$ 26,410,940	\$ 1,104,319	\$ 9,621,307	\$ 16,789,633	36%

City of Wintec
 Summary of Revenues
 July 1, 2009 through March 31, 2010

Fund	Fund Description	Budget FY 09-10	March Actual	Year to Date Actual	% of Year Complete	
					Unreceived Budget	Actual/ Budget %
101	General Fund	\$ 3,010,931	\$ 98,009	\$ 1,639,452	\$ 1,371,479	54%
106	Monitoring Fee	2,200		349	1,851	16%
201	Fire Prevention Grant			8	(8)	
211	City Wide Assessment	290,637		94,574	196,063	33%
212	Flood Assessment District	100		16	84	16%
221	Gas Tax	130,509		31,942	98,567	24%
231	State COPS AB1913	100,000		56,531	43,469	57%
251	Traffic Saftey	10,500		7,509	2,991	72%
252	Asset Forfieture	300		56	244	19%
254	Vehicle Theft Deterrent	1,000		202	798	20%
261	Traffic Congestion Relief	3,000	49,481	49,542	(46,542)	999%
262	Street Grants	495,000			495,000	
267	Grant Ave Improvement	400,000		371,446	28,554	93%
291	Beverage Recycling	5,200		63	5,137	1%
294	Transportation	288,766	166,568	268,823	19,943	93%
298	Workforce Grant	16,804			16,804	
301	Used Oil Grant	3,000		15,020	(12,020)	501%
311	STBG 700 Housing	1,622		1,105	517	68%
313	STBG 96-1043 Housing & Public W	8,724	727	6,518	2,206	75%
317	Civic Engagement Grant			4,685	(4,685)	
321	EDBG 99-688 Buckhorn	16,168	2,167	11,627	4,541	72%
351	RLF Housing Rehab	6,697		1,722	4,975	26%
352	RLF Affordable Housing	1,145		691	454	60%
355	RLF Small Business	1,838	2,177	18,587	(16,749)	999%
356	RLF HOME Program			312	(312)	
411	Street Impact Fee	448,277		4,177	444,100	1%
412	Storm Drain Impact Fee	5,143		618	4,525	12%
413	Parks & Recreation Impact Fee	232,630		3,366	229,264	1%
414	Public Saftey Impact Fee	200,836		625	200,211	
415	Fire Impact Fee	88,112		282	87,830	
416	General Facilities Impact Fee	129,506		1,084	128,422	1%
417	Water Impact Fee	176,024		2,301	173,723	1%
418	Sewer Impact Fee	294,958		954	294,004	
421	General Fund Capital	10,736		2,281	8,455	21%
422	Landfill Capital	6,000		977	5,023	16%
424	Parks & Recreation Capital	1,500		131	1,369	9%
427	Capital Equipment	14,788		3,850	10,938	26%
429	Service Reserve Fund	14,000		2,139	11,861	15%
481	General Plan 1992	88,612		221	88,391	
482	Flood Control Study	25		5	20	20%
492	RAJA Storm Drain	748		159	589	21%
494	CARF	2,075	415	4,847	(2,772)	234%
495	Monitoring Fee	88,612		222	88,390	
496	Storm Drain Non-Flood	5		1	4	20%
501	General Debt Service	1,092		232	860	21%
611	Water O & M	974,289	83,207	766,426	207,863	79%
612	Water Reserve	6,237	887	9,666	(3,429)	155%
616	Water Conservation	11,502		44	11,458	
617	Water Meter Fund	7,850	785	9,117	(1,267)	116%
621	Sewer O & M	1,209,711	106,300	961,396	248,315	79%
701	Community Redevelopment	1,755,134	2,200	865,739	889,395	49%
703	2007 Bond Poject Fund	187,896		35,739	152,157	19%
711	Community Redevelopment LIH	434,187		209,536	224,651	48%
712	RDA Housing Project Area	25,803		4,838	20,965	19%
713	2007 LIH Bond Project Fund	30,878		5,755	25,123	19%
751	Community Redevelopment LTD	30,663		14,699	15,964	48%
821	Winters Library	9,970		804	9,166	8%
831	Swim Team	72,627		39,861	32,766	55%
832	Masters Swim Program	3,000	13,866	13,866	(10,866)	462%
833	Festival de la Comunidad	6,400		6,954	(554)	109%
Total Revenues		\$11,363,967	\$ 526,789	\$ 5,553,692	\$ 5,810,275	49%

City of Winters
Fund Balance Report
Estimated Fund Balances as of March 31, 2010

Fund #	Description	Fund Balance 6/30/2009	Current Year Revenues	Current Year Expenditures	Transfers In/(out)	Estimated Fund Balance 3/31/2010	Change From 6/30/2009
101	General Fund	\$ 2,263,076	\$ 1,639,195	\$ 2,269,274	\$ 257	\$ 1,633,254	\$ (629,822)
201	Fire Prevention Grant	1,925	8	155	-	1,778	(147)
208	First Time Homebuyer	82,800	349	-	-	83,149	349
211	City Wide Assessment	(22,577)	94,574	214,007	-	(142,010)	(119,433)
217	Flood Assessment District	3,754	16	-	-	3,770	16
221	Gas Tax	44,307	31,942	82,420	-	(6,171)	(50,478)
223	PERS Trust Fund	249	-	-	(249)	-	(249)
231	State COPS 1913	(52,396)	56,531	130,237	-	(126,102)	(73,706)
243	'96 COPS MORE Grant	8	-	-	(8)	-	(8)
251	Traffic Safety	197,774	7,509	175	-	205,108	7,334
252	Asset Forfeiture	13,274	56	-	-	13,330	56
254	Vehicle Theft Deterrent	-	202	-	-	202	202
261	Traffic Congestion Relief	-	49,542	49,481	-	61	61
266	Proposition 1B	-	397,197	496,268	99,071	-	-
267	Grant Avenue Improvements	(37,694)	371,446	394,641	-	(60,889)	(23,195)
274	Park Grant	146	-	-	-	146	-
291	Beverage Recycling Grant	-	63	473	-	(410)	(410)
294	Transportation	552,261	268,823	255,984	(99,071)	466,029	(86,232)
299	After School Program	(6,769)	188,597	145,301	-	36,527	43,296
301	Used Oil Grant	(3,000)	15,020	-	-	12,020	15,020
311	STBG 700 Housing	-	1,105	-	(1,105)	-	-
313	STBG-96-1043 Housing and P	(29,070)	6,518	-	(6,518)	(29,070)	-
317	Civic Engagement Grant	(12,200)	4,685	-	-	(7,515)	4,685
321	EDBG 99-688 Buckhorn	-	11,627	-	(11,627)	-	-
351	RLF Housing Rehabilitation	317,065	1,287	-	434	318,786	1,721
352	RLF Affordable Housing	26,682	40	-	651	27,373	691
355	RLF Small Business	-	97,782	421	18,165	116,368	18,586
356	RLF HOME Program	74,136	312	-	-	74,448	312
411	Street Impact Fee	1,121,772	4,177	-	-	1,125,949	4,177
412	Storm Drain Impact Fee	176,593	618	-	-	177,211	618
413	Parks & Recreation Impact	742,953	3,366	-	-	746,319	3,366
414	Public Safety Impact Fee	104,173	625	44,521	-	60,277	(43,896)
415	Fire Impact Fee	23,591	282	29,255	-	(5,382)	(28,973)
416	General Facilities Impact	243,385	1,084	28,020	-	216,452	(26,936)
417	Water Impact Fee	567,175	2,301	183,073	-	386,404	(180,772)
418	Sewer Impact Fee	(190,162)	954	-	-	(189,208)	954
421	General Fund Capital	541,399	2,281	-	-	543,680	2,281
422	Landfill Capital	235,890	977	8,329	-	228,538	(7,352)
424	Parks and Recreation Capit	101,315	131	23,825	-	77,621	(23,694)
427	Equipment Replacement Fund	387,026	3,850	14,646	-	376,230	(10,796)
429	Service Reserve Fund	507,652	2,139	-	-	509,831	2,139
481	General Plan 1992	(576,131)	-	-	221	(575,910)	221
482	Flood Control Study	(123,729)	5	-	-	(123,724)	5
492	RAJA Storm Drain	28,129	159	-	-	28,288	159
494	CARF	57,332	4,847	23,813	-	38,366	(18,966)
495	Monitoring Fee	-	222	-	(221)	1	1
496	Storm Drain Non-Flood	229	1	-	-	230	1
501	General Debt Service	55,068	232	-	-	55,300	232
502	General LTD	(32,687)	-	-	-	(32,687)	-
611	Water O & M	750,453	766,426	507,255	-	1,009,624	259,171
612	Water Reserve	67,613	9,666	-	-	77,279	9,666
615	2007 Water Bonds	3,114,290	-	314,394	-	2,799,896	(314,394)
616	Water Conservation	11,314	44	1,840	-	9,518	(1,796)
617	Water Meter Fund	17,613	9,117	-	-	26,730	9,117
619	Water Debt Service Fund	(3,067,618)	-	-	-	(3,067,618)	-
621	Sewer O & M	2,716,176	961,396	587,315	-	3,090,257	374,081
626	2007 Sewer Bonds	3,473,342	-	239,956	-	3,233,386	(239,956)
629	Sewer Debt Service	(3,622,402)	-	-	-	(3,622,402)	-
651	Central Service Overhead	1,045	-	-	-	1,045	-
701	Community Redevelopment	1,371,392	843,116	1,589,565	22,623	647,566	(723,826)
702	RDA Project Area	1,314	-	1,314	-	-	(1,314)
703	2007 Bond Project Fund	9,411,009	35,739	976,921	-	8,469,827	(941,182)
711	Community Redevelopment Lt	447,851	209,536	479,186	-	178,201	(269,650)
712	RDA Housing Project Area	1,349,527	4,838	-	-	1,354,365	4,838
713	2007 LH Bond Projects	1,507,556	5,755	-	-	1,513,311	5,755
751	Community Redevelopment LT	1,023,035	14,693	-	(22,623)	1,015,111	(7,924)
821	Winters Library	250,865	804	348,988	-	(97,319)	(348,184)
831	Winters Library	63,582	39,861	26,296	-	77,147	13,565
832	Master Swim Program	558	13,865	3,275	-	11,149	10,591
833	Festival de La Comunidad	50	6,954	5,725	-	1,279	1,229
834	Community Dinner	964	-	964	-	-	(964)
845	Historical Photo Fund	611	3,525	2,993	-	1,143	532
911	General Fixed Assets	5,761,998	-	-	-	5,761,998	-
Totals		\$32,134,688	\$ 6,100,658	\$ 9,479,885	\$ -	\$28,755,461	\$(3,379,227)

City of Winters
Cash and LAIF Balances
Cash and LAIF Balances as of 3/31/10

Fund	Description	Balance 6/30/2009	Balance 3/31/2010
101	General Fund	\$ 2,313,260	\$ 1,680,704
201	Fire Prevention Grant	1,918	1,779
208	First Time Homebuyer	82,485	83,149
211	City Wide Assessment	(53,649)	(163,817)
212	Flood Assessment District	3,739	3,770
221	Gas Tax	33,351	(6,171)
231	State COPS 1918	(94,346)	(126,102)
243	COPS MORE Grant	8	
251	Traffic Safety	192,875	205,107
252	Asset Forfeiture	13,223	13,330
254	Vehicle Theft Deterrent	47,670	48,053
261	Traffic Congestion Relief	49,481	14,461
262	STP and STIP Projects		231
264	Safe Route to School Grant	(37,604)	(37,604)
267	Grant Ave Improvement	(25,496)	(58,076)
274	Park Grant	146	146
291	Beverage Recycling Fund	17,251	16,898
294	Transportation(Including Bus S	290,108	466,422
298	Workforce Grant	(16,804)	(16,804)
299	After School Program	112,220	134,348
301	Used Oil Grant	(3,000)	12,020
317	Civic Engagement Grant	(4,690)	(7,515)
351	RLF Housing Rehab	304,261	307,143
352	RLF First Time Homebuyer	9,220	9,946
355	RLF Small Business	97,424	116,369
356	RLF-HOME Program	73,854	74,449
411	Street Impact Fee	1,022,868	1,030,948
412	Storm Impact Fee	146,035	147,210
413	Parks and Recreation Impact Fe	740,128	746,320
414	Police Impact Fee	108,726	62,831
415	Fire Impact Fee	28,449	(1,790)
416	General Facilities Impact Fee	242,471	226,049
417	Water Impact Fee	565,011	386,404
418	Sewer Impact Fee	225,534	227,349
421	General Fund Capital	539,340	543,680
422	Landfill Capital	234,993	228,538
424	Parks and Recreation Capital	102,053	77,622
427	Capital Equipment Fund	386,352	376,230
429	Service Reserve	505,762	509,832
481	General Plan 1992 Study	(576,131)	(575,910)
482	Flood Control Study	1,266	1,276
492	RAJA Storm Drain	37,574	37,877
494	Capital Asset Recovery Fee	57,113	38,365
495	Monitoring Fee		1
496	Storm Drain Non-Flood	229	230
501	General Debt Service	54,858	55,300
611	Water O & M	513,978	727,211
612	Water Reserve	65,872	73,859
615	07 Water Bonds	(40,532)	(190,338)
616	Water Conservation	11,469	9,519
617	Water Meter	20,771	29,971
621	Sewer O & M	766,358	1,118,063
626	07 Sewer Bonds	(424,419)	(247,346)
629	Sewer Debt Service	7,770	7,770
651	Central Services	40,368	5,029
701	Redevelopment	1,367,627	715,454
702	2004 Bond Proceeds	3,792	
703	2007 Bond Proceeds	9,380,850	8,775,622
711	RDA Low Income Housing	441,635	175,700
712	RDA 2004 LIH Bond Proceeds	1,343,740	1,354,365
713	2007 LIH Bond Proceeds	1,501,381	1,513,310
751	Redevelopment LTD	472,445	472,445
801	Trust and Agency		954
821	Winters Library	449,287	107,819
831	Swim Team	63,816	77,146
832	Masters Swim Program	(5,017)	
833	Festival de la Comunidad	50	1,279
834	Community Dinner	964	
845	Historical Photos	611	1,644
	Total Cash	\$ 23,812,352	\$ 21,615,074



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Investment Report for April 2010

RECOMMENDATION:

The City Council receive and file the City of Winters investment report for April 2010.

BACKGROUND:

The City of Winters financial policy requires at minimum, quarterly investment earnings reports. The attached report shows the earnings through April 30, 2010. The City of Winters is invested in Local Agency Investment Funds (LAIF), a savings account at our local First Northern Bank, a Guaranteed Investment Contract for the 2004 Tax Allocation Bond Reserve, and receives interest payments on the various CDBG and EDBG funded loans made to residents and businesses within the City of Winters. The investment earnings for April reflects investment earnings from all of the above sources.

FISCAL IMPACT:

None

City of Winters
Investment Report
Investment Earnings as of April 30, 2010

Fund	Description	April 2010 Investment Income	Year to Date Investment Income
101	GENERAL FUND	\$ 259	\$ 2,976
208	FIRST TIME HOMEBUYER	114	463
212	FLOOD ASSESSMENT DISTRICT	5	21
251	TRAFFIC SAFETY	128	771
252	ASSET FORFEITURE	18	74
254	VEHICLE THEFT DETERRENT	66	268
261	TRAFFIC CONGESTION RELIEF	20	81
266	Proposition 1B		996
291	BEVERAGE RECYCLE GRANT	21	83
294	TRANSPORTATION/BUS	400	1,624
299	AFTER SCHOOL PROGRAM	151	614
311	STBG-700		11
313	STBG 96-1043	39	476
321	EDBG 99-688	724	6,608
351	RLF HOUSING REHAB	422	1,709
352	RLF AFFORDABLE HOUSING	14	53
355	RLF SMALL BUSINESS	160	581
356	RLF HOME PROGRAM	102	415
411	STREET IMPACT FEE	1,295	5,472
412	STORM IMPACT FEE	202	820
413	PARKS & REC IMPACT FEE	1,025	4,156
414	POLICE IMPACT FEE	86	508
415	FIRE IMPACT FEE		78
416	GENERAL FACILITY IMPACT FEE	311	1,310
417	WATER IMPACT FEE	531	2,832
418	SEWER IMPACT FEE	312	1,266
421	GENERAL FUND CAPITAL	747	3,028
422	LANDFILL CAPITAL	314	1,291
424	PARKS & REC CAPITAL	107	238
427	EQUIPMENT REPLACEMENT FUND	517	2,115
429	SERVICE RESERVE	700	2,840
482	FLOOD CONTROL STUDY	2	7
492	RAJA STORM DRAIN	52	211
494	CARF	50	221
496	STORM DRAIN NON-FLOOD		1
501	GENERAL DEBT SERVICE	76	308
611	WATER O & M	631	2,307
612	WATER RESERVE	94	374
616	WATER CONSERVATION	13	58
621	SEWER O & M	983	3,608
701	REDEVELOPMENT	586	2,793
703	2007 BOND PROJECT FUND	12,646	48,385
711	REDEVELOPMENT LIH	180	910
712	RDA LIH PROJECT AREA	1,751	6,590
713	2007 LIH BOND PROJECT	2,232	7,986
751	REDEVELOPMENT LTD		14,699
821	WINTERS LIBRARY	141	945
831	SWIM TEAM	17	69
	Total Investment Income	<u>\$ 28,244</u>	<u>\$ 133,250</u>



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: June 15, 2010
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Treasurer Report for April 2010

RECOMMENDATION:

The City Council receive and file the City of Winters Treasurer's report for April 2010.

BACKGROUND:

The City of Winters financial policy requires monthly reports regarding receipts, disbursements, and fund balances be submitted to the City Council for review. The reports for April 2010 are before you.

General Fund Revenues are 58% of budgeted. We have received the first remittance from Yolo County for this fiscal year for Property tax, Property tax in lieu of Sales tax and Property tax in lieu of VLF.

- Property tax is approximately 50% of the amount budgeted for the year.
- Property tax in lieu of Sales tax is 14% of budgeted due to the true up from fiscal 2008-2009. The State estimates the amount of sales tax a jurisdiction will collect, and based on that estimate, remits the property tax in lieu of sales tax. Due to the recession, the state over estimated the amount of sales tax generated within the City of Winters, and therefore, the first payment for 09-10 includes the adjustment for the overpayment (true up) from 2008-2009.
- Property tax in lieu of VLF is estimated to be approximately 6% lower than budgeted due to the decline in property values, both inside and outside the redevelopment project area.
- Sales and use tax are remitted two (2) months after they are received by the State Board of Equalization. Estimates from our consultant, HdL indicates that we should be fairly close to the budgeted amounts, should no further decline in the economy occur.
- Utility taxes are received the month following the month billed, and currently we have

- received 65% of the amount budgeted.
- Municipal Services taxes are at 83% of budget.
- While the planning application and plan check fees are currently at or above budget, the building permits themselves remain at less than 50% of budget. Anticipated building permits include the permits for the Orchard Village Affordable Apartment Complex project and the Catholic Church.

General Fund Expenditures are 74% of budget, with 83% of the budget year complete.

Other Funds

Fund 211-City Wide Assessment has received approx 33% of funding, this is because we have received the first remittance from the County, the funding for City Wide Assessment (Parks and Street Lighting) is 66% from assessments on property, and currently the other 34% is funded by the general fund. Expenditures are 72% of those budgeted.

Fund 221 Gas Tax-We currently have received 72% of the amount budgeted. The State has begun remitting the Gas Tax that was held until April in order to help the State of California's cash flow issues.

Fund 701 and Fund 711 Redevelopment Non Housing Tax Increment and Redevelopment Housing Increment. Both funds have received approximately 4% of the budgeted amount. Non Housing expenditures are at 77% of budget, and Housing expenditures are at 73% of budget.

Fund 702 2004 Tax Allocation Bonds(Non Housing)- All funds have been expended at this time.

Fund 611 Water-Revenues are 87% of budget and expenditures are 78% of budget.

Fund 626 Sewer-Revenues are 88% of budget and expenditures are 86% of budget.

FISCAL IMPACT:

None

City of Winters
Cash and LAIF Balances
Cash and LAIF Balances as of 4/30/10

Fund	Description	Balance	Balance
		6/30/2009	4/30/2010
101	General Fund	2,313,260	1,534,188
201	Fire Prevention Grant	1,918	1,781
208	First Time Homebuyer	82,485	83,263
211	City Wide Assessment	(53,649)	(164,235)
212	Flood Assessment District	3,739	3,775
221	Gas Tax	33,351	43,147
231	State COPS 1913	(94,346)	(132,357)
243	COPS MORE Grant	8	
251	Traffic Safety	192,875	205,286
252	Asset Forfeiture	13,223	13,348
254	Vehicle Theft Deterrent	47,670	48,119
261	Traffic Congestion Relief	49,481	31,825
264	Safe Route to School Grant	(37,604)	(37,604)
267	Grant Ave Improvement	(25,496)	(60,890)
274	Park Grant	146	146
291	Beverage Recycling Fund	17,251	16,919
294	Transportation(Including Bus	290,108	488,548
298	Workforce Grant	(16,804)	1,409
299	After School Program	112,220	127,237
301	Used Oil Grant	(3,000)	10,837
317	Civic Engagement Grant	(4,690)	(7,515)
351	RLF Housing Rehab	304,261	307,565
352	RLF First Time Homebuyer	9,220	(40,240)
355	RLF Small Business	97,424	118,706
356	RLF-HOME Program	73,854	74,551
411	Street Impact Fee	1,022,868	1,032,244
412	Storm Impact Fee	146,035	147,413
413	Parks and Recreation Impact F	740,128	747,345
414	Police Impact Fee	108,726	60,364
415	Fire Impact Fee	28,449	
416	General Facilities Impact Fee	242,471	216,762
417	Water Impact Fee	565,011	201,428
418	Sewer Impact Fee	225,534	227,661
421	General Fund Capital	539,340	544,427
422	Landfill Capital	234,993	228,852
424	Parks and Recreation Capital	102,053	77,729
427	Capital Equipment Fund	386,352	376,747
429	Service Reserve	505,762	500,700
481	General Plan 1992 Study	(576,131)	(575,909)
482	Flood Control Study	1,266	1,278
492	RAJA Storm Drain	37,574	37,929
494	Capital Asset Recovery Fee	57,113	38,780
496	Storm Drain Non-Flood	229	231
501	General Debt Service	54,858	55,376
611	Water O & M	513,978	762,326
612	Water Reserve	65,872	75,889
615	07 Water Bonds	(40,532)	(248,776)
616	Water Conservation	11,469	9,532
617	Water Meter	20,771	31,146
621	Sewer O & M	766,358	1,167,791
626	07 Sewer Bonds	(424,419)	(247,726)
629	Sewer Debt Service	7,770	7,770
651	Central Services	40,368	12,001
701	Redevelopment	1,367,627	44,669
702	2004 Bond Proceeds	3,792	
703	2007 Bond Proceeds	9,380,850	8,476,157
711	RDA Low Income Housing	441,635	178,292
712	RDA 2004 LIH Bond Proceeds	1,343,740	1,356,117
713	2007 LIH Bond Proceeds	1,501,381	1,515,542
751	Redevelopment LTD	472,445	472,445
801	Trust and Agency		954
821	Winters Library	449,287	102,960
831	Swim Team	63,816	72,913
832	Masters Swim Program	(5,017)	
833	Festival de la Comunidad	50	1,279
834	Community Dinner	964	
845	Historical Photos	611	1,144
	Total Cash	<u>\$ 23,812,352</u>	<u>\$20,379,591</u>

City of Winters
General Fund Summary
July 1, 2009 through April 30, 2010

		% of Year Complete			83%
					17
G/L Code	Account Description	Budget FY 09-10	April Actual	Year to Date Actual	% of Budget Received
101-41101	Property Tax	\$ 734,486		\$ 366,055	50%
101-41102	Property Tax in Lieu of Sales Tax	79,750		10,828	14%
101-41103	Property Tax in Lieu of VLF	528,176		250,462	47%
101-41401	Sales & Use Tax	239,250	12,700	133,433	56%
101-41402	Prop 172	25,092		12,131	48%
101-41403	Franchise Fee	227,910	76,115	161,511	71%
101-41404	Property Transfer Tax	11,000		6,277	57%
101-41405	Utility Tax	418,267	31,758	272,135	65%
101-41406	Municiple Services Tax	285,840	23,840	238,360	83%
101-41408	TOT Tax	5,100	1,140	4,255	83%
101-41407	Business Licenses	24,000	1,315	23,672	99%
101-46102	Building Permits	87,352	1,445	39,310	45%
101-46103	Encroachment Permit			2,144	
101-46104	Other Licenses & Permits	48,807	989	27,977	57%
101-41507	Motor Vehicle in Lieu	24,920	3,336	11,053	44%
101-41509	Homeowners Property Tax Relief	16,299		8,420	52%
101-48106	Post Reimbursement	3,500		1,572	45%
101-41511	Off-Highway Motor Vehicle				
101-42102	Copy Fees	150	5	21	14%
101-42103	Plan Check Fees	50,162	(55,194)	59,742	119%
101-42104	Planning Application Fees	11,901	1,700	18,746	158%
101-42105	Sales of Maps and Publications			25	
101-42107	Project Monitoring Fees	5,904		563	10%
101-42108	Police Reports	500	46	424	85%
101-42109	Fingerprint Fees	2,200	261	3,746	170%
101-42111	Towing/DUI Reimbursement	1,500	25	880	59%
101-42112	Ticket Sign Off Fees	250	10	325	130%
101-42201	Recreation Fees	10,600		2,072	20%
101-42205	Basketball Revenues	3,200		4,410	138%
101-42211	Pool Ticket Sales	3,300			0%
101-42213	Pool Proceeds			715	
101-42215	Swim Passes	5,000		2,529	51%
101-42216	Swim Lessons	600		2,595	433%
101-42217	Water Aerobics Fees			495	
101-42218	Swim Team Reimbursement	8,000			0%
101-42301	Park Rental	500	320	755	151%
101-42302	Library Hall Rental	800		258	32%
101-42303	Community Center Rental	16,000	5,769	27,488	172%
101-44101	Rents/Leases Revenues	38,500	3,519	31,685	82%
101-43110	Fines-No Building Permits	1,000			0%
101-44102	Interest Earnings	47,000	259	2,976	6%
101-46106	Reinspect Fee	250		106	42%
101-49101	Contributions	2,165		2,285	106%
101-49102	Reimbursements/Refunds		59	4,843	
101-49104	Miscellaneous Revenues	20,000	22	7,955	40%
101-49106	Cash Over/Short		44	(13)	
101-49111	Fireworks Contributions	3,000			0%
101-49999	Interfund Operating Transfer	14,000	9,832	10,089	72%
Total Revenues		<u>\$3,006,231</u>	<u>\$119,315</u>	<u>\$ 1,755,310</u>	<u>58%</u>

City of Winters
Summary of Revenues
July 1, 2009 through April 30, 2010

		% of Year Comp				83%
Fund	Fund Description	Budget FY 09-10	April Actual	Year to Date Actual	Unreceived Budget	Actual/ Budget %
101	General Fund	\$ 3,010,931	\$ 119,402	\$ 1,758,854	\$ 1,252,077	58%
106	Monitoring Fee	2,200	114	463	1,737	21%
201	Fire Prevention Grant		2	10	(10)	
211	City Wide Assessment	290,637		94,574	196,063	33%
212	Flood Assessment District	100	5	21	79	21%
221	Gas Tax	130,509	56,919	88,861	41,648	68%
231	State COPS AB1913	100,000		56,531	43,469	57%
251	Traffic Safety	10,500	178	7,687	2,813	73%
252	Asset Forfeiture	300	18	74	226	25%
254	Vehicle Theft Deterrent	1,000	66	268	732	27%
261	Traffic Congestion Relief	3,000	17,364	66,906	(63,906)	999%
262	Street Grants	495,000			495,000	
267	Grant Ave Improvement	400,000		371,446	28,554	93%
291	Beverage Recycling	5,200	21	83	5,117	2%
294	Transportation	288,766	22,519	291,342	(2,576)	101%
298	Workforce Grant	16,804	1,409	1,409	15,395	8%
301	Used Oil Grant	3,000	17	15,037	(12,037)	501%
311	STBG 700 Housing	1,622		1,105	517	68%
313	STBG 96-1043 Housing & Public W	8,724	727	7,245	1,479	83%
317	Civic Engagement Grant			4,685	(4,685)	
321	EDBG 99-688 Buckhorn	16,168	1,450	13,078	3,090	81%
351	RLF Housing Rehab	6,697	422	2,144	4,553	32%
352	RLF Affordable Housing	1,145	14	705	440	62%
355	RLF Small Business	1,838	2,337	20,924	(19,086)	999%
356	RLF HOME Program		102	415	(415)	
411	Street Impact Fee	448,277	1,295	5,472	442,805	1%
412	Storm Drain Impact Fee	5,143	202	820	4,323	16%
413	Parks & Recreation Impact Fee	232,630	1,025	4,391	228,239	2%
414	Public Safety Impact Fee	200,836	86	711	200,125	
415	Fire Impact Fee	88,112		282	87,830	
416	General Facilities Impact Fee	129,506	311	1,394	128,112	1%
417	Water Impact Fee	176,024	1,531	3,832	172,192	2%
418	Sewer Impact Fee	294,958	312	1,266	293,692	
421	General Fund Capital	10,736	747	3,028	7,708	28%
422	Landfill Capital	6,000	314	1,291	4,709	22%
424	Parks & Recreation Capital	1,500	107	238	1,262	16%
427	Capital Equipment	14,788	517	4,367	10,421	30%
429	Service Reserve Fund	14,000	700	2,840	11,160	20%
481	General Plan 1992	88,612	1	222	88,390	
482	Flood Control Study	25	2	7	18	28%
492	RAJA Storm Drain	748	52	211	537	28%
494	CARF	2,075	415	5,262	(3,187)	254%
495	Monitoring Fee	88,612		222	88,390	
496	Storm Drain Non-Flood	5		1	4	20%
501	General Debt Service	1,092	76	308	784	28%
611	Water O & M	974,289	81,521	847,947	126,342	87%
612	Water Reserve	6,237	832	10,498	(4,261)	168%
616	Water Conservation	11,502	13	58	11,444	1%
617	Water Meter Fund	7,850	1,176	10,293	(2,443)	131%
621	Sewer O & M	1,209,711	106,436	1,067,833	141,878	88%
701	Community Redevelopment	1,755,134	7,793	873,532	881,602	50%
703	2007 Bond Project Fund	187,896	12,646	48,385	139,511	26%
711	Community Redevelopment LIH	434,187	180	209,717	224,470	48%
712	RDA Housing Project Area	25,803	1,751	6,590	19,213	26%
713	2007 LIH Bond Project Fund	30,878	2,232	7,986	22,892	26%
751	Community Redevelopment LTD	30,663		14,699	15,964	48%
821	Winters Library	9,970	141	945	9,025	9%
831	Swim Team	72,627	17	39,878	32,749	55%
832	Masters Swim Program	3,000	(11,149)	2,717	283	91%
833	Festival de la Comunidad	6,400		6,954	(554)	109%
Total Revenues		<u>\$11,363,967</u>	<u>\$434,368</u>	<u>\$5,988,064</u>	<u>\$5,375,903</u>	<u>53%</u>

City of Winters
 Summary of Expenditures
 July 2009 through April 2010

		% of Year Complete					83%
Fund	Fund Description	Budget FY 09-10	April Actual	Actual Year to Date	Unused Budget	% of Budget Used	
101	General Fund Expenditures by Department						
110	City Council	\$ 3,891	\$ 27	\$ 259	\$ 3,632	7%	
120	City Clerk	14,439	383	6,715	7,724	47%	
130	City Treasurer	356	28	291	65	82%	
160	City Manager	35,496	2,544	28,661	6,835	81%	
170	Administrative Services	171,503	11,326	133,234	38,269	78%	
180	Finance	2,807	228	2,271	536	81%	
210	Police Department	1,707,844	162,727	1,456,847	250,997	85%	
310	Fire Department	410,902		137,493	273,409	33%	
410	Community Development	305,476	12,113	243,572	61,904	80%	
420	Building Inspections	100,434	7,325	98,526	1,908	98%	
610	Public Works-Administration	346,067	17,289	202,523	143,544	59%	
650	Public Works-Parks		150	150	-150		
710	Recreation	131,312	660	59,062	72,250	45%	
720	Community Center	85,030	5,851	68,793	16,237	81%	
730	Swimming Pool	57,562		51,421	6,141	89%	
	Total General Fund Expenditure	\$ 3,373,119	\$ 220,651	\$ 2,489,818	\$ 883,301	74%	
201	Fire Prevention Grant			155	(155)		
211	City Wide Assessment	290,831	17,146	231,153	59,678	79%	
221	Gas Tax Fund	126,117	8,660	91,080	35,037	72%	
223	PERS Trust Fund			249	(249)		
231	State COPS 1913	233,460	6,766	137,003	96,457	59%	
243	'96 COPS MORE Grant	1,661		8	1,653		
251	Traffic Safety	15,300		175	15,125	1%	
261	Traffic Congestion Relief	55,000		49,481	5,519	90%	
262	Street Grants	495,000			495,000		
266	Proposition 1B	398,172		496,268	(98,096)	25%	
267	Grant Avenue Improvements	365,000		394,641	(29,641)	8%	
291	Beverage Recycling Grant	5,000		473	4,527	9%	
294	Transportation	722,789		355,055	367,734	49%	
299	After School Program	152,265	10,455	155,756	(3,491)	2%	
301	Used Oil Grant		1,200	1,200	(1,200)		
311	STBG 700 Housing Rehab	1,623		1,105	518	68%	
313	STBG 96-1043 Housing & Public W	1,623	727	7,245	(5,622)	46%	
321	EDBG 99-688 Buckhorn		1,450	13,078	(13,078)		
352	RLF Affordable Housing		55,200	55,200	(55,200)		
411	Street Impact Fee	57,350			57,350		
413	Park & Recreation Impact Fee	55,350			55,350		
414	Public Safety Impact Fee	335,564		44,521	291,043	13%	
415	Fire Impact Fee	95,388	(5,382)	23,872	71,516	25%	
416	General Facility Impact Fee	400,183		28,020	372,163	7%	
417	Water Impact Fee	554,000	186,507	369,580	184,420	67%	
422	Landfill Capital	17,300		8,329	8,971	48%	
424	Parks & Recreation Captial			23,825	(23,825)		
427	Equipment Replacement Fund	28,285		14,646	13,639	52%	
429	Service Reserve	14,000	9,832	9,832	4,168	70%	
494	CARF	30,000		23,813	6,187	79%	
495	Monitoring Fee		1	222	(222)		
611	Water O & M	710,468	48,624	555,878	154,590	78%	
615	07 Water Bonds	1,608,076	59,255	373,648	1,234,428	23%	
616	Water Conservation Fund	4,800		1,840	2,960	38%	
621	Sewer O & M	772,253	77,507	664,822	107,431	86%	
626	2007 Sewer Bond	2,621,671		239,956	2,381,715	9%	
701	Community Redevelopment	2,946,538	677,565	2,267,130	679,408	77%	
702	RDA Project Area Fund H			1,314	(1,314)		
703	2007 Bond Project Fund	7,602,000	12,899	989,820	6,612,180	13%	
711	Community Redevelopment LIH	657,428	(2,411)	476,775	180,653	73%	
712	LIH Bond Proceeds	1,600,000			1,600,000		
751	Community Redevelopment LTD			22,623	(22,623)		
821	Winters Library			348,988	(348,988)		
831	Swim Team	53,926	4,674	30,970	22,956	57%	
832	Masters Swim Program	3,000		3,275	(275)	9%	
833	Festival de la Comunidad	6,400		5,725	675	89%	
834	Community Dinner			964	(964)		
845	Historical Photos			2,993	(2,993)		
	Total Expenditures	\$ 26,410,940	\$ 1,391,326	\$ 11,012,632	\$ 15,398,308	42%	

City of Winters
Fund Balance Report
Estimated Fund Balance as of April 30, 2010

Fund	Description	Fund Balance	Current	Current	Transfers	Estimated	Change From
		6/30/2009	Year Revenues	Year Expenditures	In/(Out)	Fund Balance 4/30/2010	6/30/2009
101	General Fund	\$ 2,263,076	\$ 1,748,765	\$ 2,489,925	\$ 10,089	\$ 1,532,005	\$ (731,071)
201	Fire Prevention Grant	1,925	10	155	-	1,780	(145)
208	First Time Homebuyer	82,800	463	-	-	83,263	463
211	City Wide Assessment	(22,577)	94,574	231,153	-	(159,156)	(136,579)
212	Flood Assessment District	3,754	21	-	-	3,775	21
221	Gas Tax	44,307	88,861	91,080	-	42,088	(2,219)
223	PERS Trust Fund	249	-	-	(249)	-	(249)
231	State COPS 1913	(52,396)	56,531	137,003	-	(132,868)	(80,472)
243	'96 COPS MORE Grant	8	-	-	(8)	-	(8)
251	Traffic Safety	197,774	7,687	175	-	205,286	7,512
252	Asset Forfeiture	13,274	74	-	-	13,348	74
254	Vehicle Theft Deterrent	-	268	-	-	268	268
261	Traffic Congestion Relief	-	66,906	49,481	-	17,425	17,425
265	Proposition 13	-	397,197	496,268	99,071	-	-
267	Grant Avenue Improvements	(37,694)	371,446	394,641	-	(60,889)	(23,195)
274	Park Grant	146	-	-	-	146	-
291	Beverage Recycling Grant	-	83	473	-	(390)	(390)
294	Transportation	552,261	291,342	255,984	(99,071)	488,548	(63,713)
298	Workforce Grant	-	1,409	-	-	1,409	1,409
299	After School Program	(6,769)	194,169	155,756	-	31,644	38,413
301	Used Oil Grant	(3,000)	15,037	1,200	-	10,837	13,837
311	STBG 700 Housing	-	1,105	-	(1,105)	-	-
313	STBG-96-1043 Housing and P	(29,070)	7,245	-	(7,245)	(29,070)	-
317	Civic Engagement Grant	(12,200)	4,685	-	-	(7,515)	4,685
321	FDBG 99-688 Buckhorn	-	13,078	-	(13,078)	-	-
351	RLF Housing Rehabilitation	317,065	1,709	-	434	319,208	2,143
352	RLF Affordable Housing	26,682	53	55,200	651	(27,814)	(54,496)
355	RLF Small Business	97,782	581	-	20,343	118,706	20,924
356	RLF HOME Program	74,136	415	-	-	74,551	415
411	Street Impact Fee	1,121,772	5,472	-	-	1,127,244	5,472
412	Storm Drain Impact Fee	176,593	820	-	-	177,413	820
413	Parks & Recreation Impact	742,953	4,391	-	-	747,344	4,391
414	Public Safety Impact Fee	104,173	711	44,521	-	60,363	(43,810)
415	Fire Impact Fee	23,591	282	23,872	-	1	(23,590)
416	General Facilities Impact	243,388	1,394	28,020	-	216,762	(26,626)
417	Water Impact Fee	567,176	3,832	369,580	-	201,428	(365,748)
418	Sewer Impact Fee	(190,167)	1,266	-	-	(188,896)	1,266
421	General Fund Capital	541,399	3,028	-	-	544,427	3,028
422	Landfill Capital	235,890	1,291	8,329	-	228,852	(7,038)
424	Parks and Recreation Capit	101,315	238	23,825	-	77,728	(23,587)
427	Equipment Replacement Fund	387,026	4,367	14,646	-	376,747	(10,279)
429	Service Reserve Fund	507,692	2,840	-	(9,832)	500,700	(6,992)
481	Generas Plan 1992	(576,131)	-	-	222	(575,909)	222
482	Flood Control Study	(123,729)	7	-	-	(123,722)	7
492	RAJA Storm Drain	28,129	211	-	-	28,340	211
494	CARF	57,332	5,262	23,813	-	38,781	(18,551)
495	Monitoring Fee	-	222	-	(222)	-	-
496	Storm Drain Non-Flood	229	1	-	-	230	1
501	General Debt Service	55,068	308	-	-	55,376	308
502	General LTD	(32,687)	-	-	-	(32,687)	-
611	Water O & M	750,453	847,947	555,878	-	1,042,522	292,069
612	Water Reserve	67,613	10,498	-	-	78,111	10,498
615	2007 Water Bonds	3,114,290	-	373,648	-	2,740,642	(373,648)
616	Water Conservation	11,314	58	1,840	-	9,532	(1,782)
617	Water Meter Fund	17,613	10,293	-	-	27,906	10,293
619	Water Debt Service Fund	(3,067,618)	-	-	-	(3,067,618)	-
621	Sewer O & M	2,716,176	1,067,833	664,822	-	3,119,187	403,011
626	2007 Sewer Bonds	3,473,342	-	239,956	-	3,233,386	(239,956)
629	Sewer Debt Service	(3,622,402)	-	-	-	(3,622,402)	-
651	Central Service Overhead	1,045	-	-	-	1,045	-
701	Community Redevelopment	1,371,392	850,909	2,267,130	22,623	(22,206)	(1,393,598)
702	RDA Project Area	1,314	-	1,314	-	-	(1,314)
703	2007 Bond Project Fund	9,411,009	48,385	989,820	-	8,469,574	(941,435)
711	Community Redevelopment LI	447,851	209,717	476,775	-	180,793	(267,058)
712	RDA Housing Project Area	1,349,527	6,590	-	-	1,356,117	6,590
713	2007 LIH Bond Projects	1,507,556	7,986	-	-	1,515,542	7,986
751	Community Redevelopment LT	1,023,035	14,699	-	(22,623)	1,015,111	(7,924)
821	Winters Library	250,865	945	348,988	-	(97,178)	(348,043)
831	Winters Library	63,582	39,878	30,970	-	72,490	8,908
832	Master Swim Program	558	2,717	3,275	-	-	(558)
833	Festival de La Comunidad	50	6,954	5,725	-	1,279	1,229
834	Community Dinner	964	-	964	-	-	(964)
845	Historical Photo Fund	611	3,525	2,993	-	1,143	532
911	General Fixed Assets	5,761,998	-	-	-	5,761,998	-
Totals		\$ 32,134,688	\$ 6,528,591	\$ 10,859,198	\$ -	\$ 27,804,081	\$ (4,330,607)