



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, January 18, 2011  
6:30 p.m.  
**AGENDA**

*Members of the City Council*

*Woody Fridae, Mayor  
Cecilia Aguiar-Curry, Mayor Pro-Tempore  
Harold Anderson  
Michael Martin  
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 Winters City Council Held on Tuesday, January 4, 2011 (pp 1-8)
- B. Update on Questions Raised at the December 21, 2010 Joint City Council/Planning Commission Meeting - Presentation of the Status Report on the Analysis of Land Use Designations and Zoning of the Properties along East Grant Avenue (SR 128) between Morgan Street and Interstate 505 (pp 9)

### PRESENTATIONS

Administer Oath to Fire Department members

A Proclamation of the City Council of the City of Winters  
Honoring Eagle Scout La'akea Drumright (pp 10)

### DISCUSSION ITEMS

- 1. Resolution 2011-02, A Resolution of the City Council of the City of Winters Accepting Dedication of Land as Described in the Recorded Map of Putah Creek Hamlet No. 1, Phase 1 (Yolo County APNS 038-070-033 and 038-180-046 (Parcels Abutting Putah Creek) (pp 11-13)
- 2. Status of Utility User Tax Receipts (pp 14-15)
- 3. Status Report – 201 First Street, John Rogers Building (pp 16)
- 4. Appointment of Economic Development Advisory Committee Members

---

### COMMUNITY DEVELOPMENT AGENCY

- 1. Redevelopment Agency Status Update (pp 17-18)
- 2. Resolution No. 2011-03, A Resolution of the City Council of the City of Winters Extending the Exclusive Negotiating Rights Agreement By and Between the City of Winters Community Development

- Agency and Yackzan Group, Inc. for the Development of the Grant Avenue Commercial Property (pp 19-21)
3. Approval of Month-to-Month Sub-Lease Between the City of Winters Community Development Agency and the Winters Chamber of Commerce for the Winters Visitors Center (pp 22-40)
- 

CITY MANAGER REPORT

INFORMATION ONLY

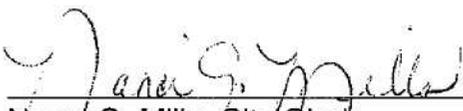
EXECUTIVE SESSION

Grant Avenue Commercial Project - Land Negotiation Parameters – Pursuant to Government Code Section 54956.8 – Negotiating Party John Donlevy, City Manager

Conference with Labor Negotiator, John Donlevy, City Manager – Pursuant to Government Code Section 54957.6  
City Manager  
City Attorney  
Department Heads  
Management  
Mid-Management  
Winters Police Officers  
Winters Fire  
Confidential  
Winters Employee Association

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the January 18, 2011 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 January 12, 2011, and made available to the public during normal business hours.

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

*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](http://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](http://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 Regular Meeting of the Winters City Council Held on January 4, 2011

Mayor Fridae called the meeting to order at 6:30 p.m.

Present: Council Members Cecilia Aguiar-Curry, Harold Anderson, Michael Martin, Tom Stone and Mayor Woody Fridae  
Absent: None  
Staff: City Manager John Donlevy, City Clerk Nanci Mills, Housing Programs Manager Dan Maguire, Environmental Services Manager Carol Scianna, Community Development Director Nellie Dyer, Fire Chief Scott Dozier, Police Chief Bruce Muramoto, Lieutenant Sergio Ramirez, Police Officers Matt Martin, Justin Wilson, and Jeremy Warren, Reserve Police Officer Tony Hurtado, and Administrative Assistant Tracy Jensen.

Police Officer Jose Ramirez led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Aguiar-Curry, second by Council Member Stone to approve the agenda. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS:** Council Member Aguiar-Curry said there will be a USDA Rural Development meeting on Wednesday, January 12<sup>th</sup> from 4-6pm at the Yolo County Housing Authority to review the results of numerous surveys taken in 2010. She would like to see Chamber and staff members attend, as well as prospective Economic Development Advisory Committee members. Ms. Aguiar-Curry also expressed her thanks to Stream Keeper Rich Marovich for obtaining donations from PG&E to purchase gravel, and asked if Council could receive an update of the progress of Putah Creek at a Council meeting in the spring. Ms. Aguiar-Curry also thanked the Chamber of Commerce for including City Council meeting notices on their website. The Yolo County Water Agency will hold a meeting next Monday from 3-5pm, where the Northern California Water Association will give a presentation on land use policies in Yolo County.

Council Member Stone said the next Chamber mixer will be held at the Center for the Arts, 14 Main St., and will be co-sponsored by the Center for the Arts and

Eagle Drug. The Citizen of the Year celebration honoring some very worthy people will be held at the Community Center on January 22.

Council Member Martin wished everyone a happy New Year and said he is looking forward to a positive year for the City of Winters and the economy in general. Mr. Martin said we will have to work together and that we have our work cut out for us.

Council Member Anderson said he has a conflict with the Yolo County Transportation District (YCTD) meeting scheduled on Monday, January 10, as he is already scheduled to attend a Winters Putah Creek Committee (WPCC) the same evening. Council Member Martin agreed to fill in for Council Member Anderson at the Yolo County Transportation District meeting.

Mayor Fridae said the 97<sup>th</sup> Annual Yolo County Farm Bureau meeting is being held on Thursday, January 20<sup>th</sup>. Anyone interested in attending should contact Mayor Fridae or City Manager Donlevy.

**PUBLIC COMMENTS:** None

### **CONSENT CALENDAR**

- A. **Minutes of the Joint Meeting of the Winters City Council and Winters Planning Commission Held on Tuesday, December 21, 2010**
- B. **Winters Little League Lease Agreement**
- C. **Resolution 2011-01, a Resolution of the City Council of the City of Winters Appointing a Member to Serve on the Yolo County Waste Advisory Committee**

City Manager Donlevy gave a brief overview and said working with Monty Molina on the Little League Lease Agreement was a very positive experience. Council Member Anderson asked about long-term maintenance portion of the agreement which involves the public works staff and said there might be a conflict during the 15-year period stated. City Manager Donlevy said there will be an annual maintenance schedule, where staff will work together with Little League to come up with a maintenance schedule each year. Standard operating procedures will be in place as the recent improvements to the Little League field have been a big investment for Little League. Council Member Aguiar-Curry requested two corrections to be made to the minutes of the 12/21/10 joint meeting: the City of Modesto to be corrected to the City of Grass Valley, and the Davis and Woodland Clear Water Agencies was corrected to the Davis and Woodland Clean Water Agencies. Motion by Council Member Aguiar-Curry and seconded

by Council Member Anderson to approve the Consent Calendar with said corrections. Motion carried unanimously.

## **PRESENTATIONS**

### **1. Promotion of Jose Ramirez to Rank of Corporal**

Mayor Fridae introduced Corporal Jose Ramirez and asked Chief of Police Bruce Muramoto to speak on his behalf. Chief Muramoto reviewed Corporal Ramirez' extensive and exemplary law enforcement history, and said Corporal Ramirez excels in DUI arrests and has been recognized by Mothers Against Drunk Driving (MADD.) This was punctuated by the fact that Corporal Ramirez made the last DUI arrest in 2010 and the first DUI arrest in 2011. Mayor Fridae thanked Corporal Ramirez for his continued service to the City of Winters.

## **DISCUSSION ITEMS**

### **1. Public Hearing and Adoption of Ordinance 2010-12, an Ordinance of the City of Winters Authorizing Amendment of the CalPERS Contract for 2% @ 50 (Different Level of Benefits) Applicable to Local Police Members**

City Manager Donlevy gave an overview. Mayor Fridae opened the public hearing at 7:01 p.m. and closed the public hearing at 7:01 with no public input.

Motion by Council Member Anderson to adopt Ordinance 2010-12 authorizing an amendment of the CalPERS contract for 2% @ 50 (Different Level of Benefits) applicable to local police members. Seconded by Council Member Aguiar-Curry. Motion carried with the following vote:

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

### **2. Update of Police-Fire Facility-Furniture Acquisition**

Police Chief Bruce Muramoto gave an update and provided photos of furnishings from Western Contract Furniture, the vendor who had been recommended by the Project Team and affirmed by the Public Safety Facility Committee to provide furnishings for the facility. Council Member Aguiar-Curry said she had taken a tour of the facility and asked if they planned on filling every room or whether it

would be phased, filling only the rooms being used. Chief Muramoto said the plan is to furnish all rooms, which has been budgeted and to also take advantage of the current pricing. Council Member Stone supported furnishing all the rooms at the same time for continuity and also to be available for times when multi-police agencies come to Winters, where vacant areas could be used as staging areas. Council Member Aguiar-Curry asked if the proposal from Western Contract Furniture included beds for the sleeper program, or bookcases. Chief Dozier said although the proposal from Western Contract Furniture does not include beds or bedding, they do have a selection of bunking equipment. Staff is also looking at other vendors for beds and bedding. Chief Muramoto said a contract and pricing with a detailed list of furniture will come back to Council at a later meeting, but he and Chief Dozier wanted to give the Council an update of their progress.

Council Member Aguiar-Curry asked if the AV equipment in the conference room would be included in this proposal. Chief Muramoto said that would be under a separate bid from a different vendor. Mayor Fridae asked if we don't spend the money that has been allotted, would we lose it. City Manager Donlevy said that prior to completion of the facility, the funds come from redevelopment. Once the facility is finished, the funds would come out of the general fund. Mayor Fridae asked about energy savings. City Manager Donlevy said a solar proposal has been received and will be brought before Council at a future meeting. Council Member Aguiar-Curry asked about purchasing furniture jointly with another agency. Chief Dozier said they are attempting to do this. Council Member Martin asked about the durability of the furnishings in the public areas. Chief Dozier said the furnishings come with a lifetime guarantee, and Chief Muramoto added that the furnishings in the high traffic areas will have a high wear and tear level. City Manager Donlevy said the facility will not be glamorous, but will set the tone for our future by having professional standards. Council Member Aguiar-Curry asked if new banquet furniture was being purchased. Chief Dozier said the community room will be furnished, but the folding chairs are property of the Winters Volunteer Fire Department.

Council Member Aguiar-Curry said the facility was currently a mess, and for \$8 million dollars, it should be cleaned up. The contractor on the job is not doing their due diligence and the area is a safety hazard. Chief Dozier said this topic was discussed at the site meeting this morning and City Manager Donlevy assured Ms. Aguiar-Curry that the facilities would be cleaned up on a regular basis. Mayor Fridae thanked Project Managers Chief Muramoto and Chief Dozier for their hard work in saving the City some money.

### **3. Economic Development Advisory Committee – Duties and Meeting Topics**

City Manager Donlevy gave an overview. The two main duties of the committee will be to review the current design guidelines and to make recommendations regarding the Grant Avenue corridor. The syllabus of topics meeting schedule was reviewed, with the appointment of committee members anticipated at the January 18<sup>th</sup> Council meeting. Council Member Stone said disclosure should be discussed with all prospects, which can be cumbersome, but is important. Mayor Fridae asked that Council members receive via e-mail the applications received to date, list of requirements, a blank application, and information regarding Form 700 (financial disclosure) and AB1234 (ethics training.)

Council Member Anderson said he was concerned about a 20 year old general plan that is set in stone and his recommendation was to remove one of its' uses. Mayor Fridae said any general plan amendments would be cost prohibitive. City Manager Donlevy said the implementation of the general plan calls for design guidelines, which are in place, but we want to update them. Land use and zoning will not be discussed by the committee, whose main objectives will be to clean up and create consistency within the design guidelines. Council Member Anderson reiterated the need to go back into the general plan to make the changes to make it consistent. Community Development Director Nellie Dyer reflected on the Burger King/Arco project, saying the main concern of the appellants was the design of the project. The Economic Development Advisory Committee (EDAC) will be asked to work on design guidelines. As per the City Managers staff report, the committee is not going to recommend changes to the land use or zoning. Mayor Fridae said the building blocks have been in place for 20 years. Now we need to fine tune the planning elements while investigating consistency. Council Member Anderson said we are starting from the premise that the land uses are the way they are supposed to be. Council Member Stone asked if the current allowable land uses were too broad or not broad enough, with not broad enough being the answer. Mayor Fridae asked Ms. Dyer for clarification at the next Council meeting prior to appointing members to the EDAC. Council Member Aguiar-Curry voiced her fear of not moving forward.

Al Vallecillo, speaking on behalf of the Winters Community Planning Association (WCPA), extended an offer to participate in the discussion to help solve these issues before moving forward. The common community vision is to promote and prepare for economic development. He would like to see community members given the opportunity to participate like they did with the Complete Streets and Downtown Master Plan and work toward a common goal. The WCPA has raised 2/3 of the cost to hire Terry Bottomley to assist with the physical design; they have a grant proposal pending, and have offered to help fund public workshops. He added that good design makes the property more profitable. Council Member Stone asked Mr. Vallecillo if the scope is not known, how is his proposal different? Sally Brown, also representing WCPA, responded that theirs would be a complimentary project, with the opportunity for the general public to provide input and vision and wants to see a real community process. Mr. Vallecillo said he would like to see a document blue print document for the Grant Avenue area

for economics that are wanted and needed. Regarding a scope of work for Mr. Bottomley, Council Member Aguiar-Curry asked what the expected outcome would be. Mr. Vallecillo said the scope of work can be shared. Ms. Brown said there is no settled scope; she has asked Mr. Bottomley if he would facilitate two meetings with the City to sit down and discuss the scope and how much this would cost. Mayor Fridae said there could be two outcomes for such a meeting: a clear vision of the area and to build consensus. Council Member Aguiar-Curry said she felt blindsided by Mr. Vallecillo & Ms. Brown and asked what the City's responsibility or obligations would be. Mr. Vallecillo asked Council to consider public opinions. Council Member Anderson asked if Mr. Vallecillo and City Manager Donlevy could get together and present to Council at one of the next meetings. Council Member Martin said community involvement is important and would like to see more community involvement as a whole, including the Hispanic population and the quiet portion of the community, not just the vocal individuals. He encouraged residents to speak out and don't be afraid to do so. Mayor Fridae thanked Mr. Vallecillo and Ms. Brown for their offer.

Nancy Adams was present to represent the quiet people and offered the following: she commends the idea of initial workshops, the process must be cost effective, and the outcome should be determined during the process. Study, do your homework and prepare. Ms. Adams referenced the TANC process, saying it was a fabulous model, wherein knowledgeable community members assisted in areas of their expertise. There needs to be a specific written document regarding zoning and the general plan. She requested that incongruity be simplified and stressed the importance of publicity and education. Mayor Fridae said the inconsistencies would be investigated.

Wade Cowan said he is all for the Economic Development Advisory Committee (EDAC) and has requested that he be the Planning Commission representative as long as it doesn't jeopardize his voting ability. The PC and PCBP zones must be erased. Not a thing will be built until then. These zones make it financially impossible to develop the property. The area should be returned to commercial zoning, C1 and C2, including live/work spaces. Until this happens, all other talk is a waste of time. Meetings are noticed in the paper, which is required by law and are open to the public. The opportunity to attend is available and anyone can attend a public meeting. But until an eraser is used, nothing will be done.

Council Member Anderson asked about the make-up of the EDAC, specifically the 1 open position and asked whether the committee should have a chamber member as well as an at-large member, bringing the number of committee members to 8. Council Members Aguiar-Curry and Martin agreed that a chamber representative to report back to the chamber board is desirable. Council agreed unanimously to increase the committee to 8 members to include an at-large member as well as a chamber representative.

Kathy Cowan reminded Council to keep it simple and not complicate things. Regarding Section 2B on the syllabus, Council Member Aguiar-Curry asked if the involvement of Terry Bottomley and the planning design piece was premature. Also, the individuals chosen for the committee by Council should take ownership of the committee and present information to the public and facilitate their meetings and workshops. Mayor Fridae said the scope of the syllabus is impressive and looks complete. He thanked City Manager Donlevy for his hard work. He suggested moving forward as modified with the addition of an 8<sup>th</sup> member and requested a clear report from Ms. Dyer at one of the next two Council meetings. Mayor Fridae asked that all Council members receive the following before the next meeting: list of applicants, requirements, and a blank application. Will Council be prepared to offer appointments at the next meeting? Will individual appointments be made after Council appointments? This is TBD. Council Member Aguiar-Curry asked other Council members to provide names to City Manager Donlevy or City Clerk Mills by January 12 for their individual picks. Debra DeAngelo of the Winters Express suggested having meetings in Council Chambers so they can be televised.

---

### **COMMUNITY DEVELOPMENT AGENCY**

1. None

---

**CITY MANAGER REPORT:** At a meeting scheduled for Friday, January 7<sup>th</sup>, Mariko Yamada will review her legislative priority topics, which include redevelopment, Cal Trans District 3, the State budget, CEQA reform, regional water quality, elderly and aging and district realignment. Regarding pre-Council meetings, Mary Jo Rodolfa will send a message to re-confirm times and locations. Council Member Aguiar-Curry asked that an Executive Session item be added to the next agenda regarding personnel matters. Council Member Martin also asked that an extension of the exclusive negotiating rights agreement be included on the next agenda, as well as a status report regarding the purchase of the old library and a breakdown of it's' usage. Council Member Stone said the new library does not allow repeat reservations in their meeting rooms and asked if staff can obtain information for the next meeting? City Manager Donlevy said he will obtain the library's policy at the next 2X3 meeting.

### **INFORMATION ONLY**

1. **November 2010 Investment Report**
2. **November 2010 Treasurer Report**

**EXECUTIVE SESSION:** None

**ADJOURNMENT**

Mayor Fridae adjourned the meeting at 9:06 p.m.

\_\_\_\_\_  
Woody Fridae, MAYOR

**ATTEST:**

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



CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Council Members  
DATE: January 18, 2011  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: Nelia C. Dyer, Community Development Director  
Laura Hollender, Contract Assistant City Attorney  
SUBJECT: Update on Questions Raised at the December 21, 2010 Joint City Council/Planning Commission Meeting - Presentation of the Status Report on the Analysis of Land Use Designations and Zoning of the Properties along East Grant Avenue (SR 128) between Morgan Street and Interstate 505 (Information Item)

---

RECOMMENDATION: None.

DISCUSSION: At the joint City Council/Planning Commission meeting on December 21, 2010, the Community Development Director and the Contract Assistant City Attorney presented a status report on the analysis of land use designations and zoning of the properties along East Grant Avenue (SR 128) between Morgan Street and Interstate 505. During the question and answer segment of the presentation, Councilmember Anderson asked staff several questions that required staff to perform further research prior to providing answers. Specifically, Councilmember Anderson questioned whether the proposed changes were consistent with state planning law and whether the proposed changes to the General Plan would trigger the need for the state-mandated additions and/or update of the General Plan. Staff indicated at that particular meeting and the City Council meeting on January 4, 2011 that answers would be provided to the City Council at the January 18, 2011 meeting.

Staff continues to research the answers to Councilmember Anderson's questions. Answers will be provided to the Mayor and Council Members prior to the February 15<sup>th</sup> City Council meeting.



**A PROCLAMATION OF THE CITY COUNCIL  
OF THE CITY OF WINTERS HONORING  
EAGLE SCOUT LA'AKEA DRUMRIGHT**

**WHEREAS**, La'akea Drumright of Winters, California, received the prestigious Eagle Scout award from the Boy Scouts of America on December 5, 2010, an honor attained by only two percent of all Scouts; and

**WHEREAS**, La'akea, as an active member of Troop 998, has held the leadership positions of Chaplain's Aid and as Den Chief for two years; and

**WHEREAS**, La'akea earned a remarkable 28 Merit Badges, including his two favorites, Space Exploration and Wilderness Survival and attended many Scouting camps over the years and learned many skills including rock climbing, rifle shooting, first aid, cooking, knot tying and environmental science among others; and

**WHEREAS**, La'akea in his years at Winters High School played football for all four years and was the recipient of the 2010 Varsity Paul Zinselmeir Award and the 2010 Varsity Senior Scholar Athlete Award, and additionally he has competed for three years as a member of the Winters High School track team; and

**WHEREAS**, for his Eagle Project, La'akea spent 86 hours working to remodel the entire shelving system for the Helping Hands Food and Clothing Closet operated by St. Anthony's Church, an enterprise which serves the needy of Winters;

**NOW, THEREFORE, BE IT PROCLAIMED** by the City Council of the City of Winters that La'akea Drumright be congratulated for fulfilling this significant requirement for his advancement to Eagle Scout and that he be sincerely thanked for his contributions to our community.

**PASSED AND ADOPTED**, this 18<sup>th</sup> Day of January, 2011.

\_\_\_\_\_  
Mayor Woody Fridae

\_\_\_\_\_  
Mayor Pro Tem Cecilia Aguiar Curry

\_\_\_\_\_  
Councilmember Michael Martin

\_\_\_\_\_  
Councilmember Harold Anderson

\_\_\_\_\_  
Councilmember Tom Stone

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

\_\_\_\_\_  
ATTEST: City Clerk Nanci G. Mills



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** January 18, 2011  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** John C. Wallace, City Attorney  
**SUBJECT:** Resolution 2011-02, Acceptance of Lot Dedication - Putah Creek Hamlet Subdivision

---

**RECOMMENDATION:** Adoption of a Resolution accepting two lots abutting Putah Creek, APNs 038-070-033, 038-180-046, dedicated to the City of Winters on the recording of the subdivision map "Putah Creek Hamlet No. 1, Phase 1" on October 6, 1992.

**BACKGROUND:** The City as part of the approval of the Putah Creek Hamlet subdivision in 1992 received a dedication of land within 100 feet of the top of the bank of Putah Creek. This dedication was shown on the recorded map, and was a specific condition of the approval the subdivision Use Permit. The recording was sufficient evidence of ownership by the Yolo County Recorder's office, and their records reflect the City's ownership. However, as part of the Putah Creek Nature Park project, the grant authorities need a "title assurance." In dealing with the title company, a more formal recorded document is needed to show the City's ownership of the land itself, and not just ownership of a dedicated easement. Staff believes that this procedure will satisfy the grant requirements, in lieu of more formal procedures.

**FISCAL IMPACT:** None.

This document is recorded for the benefit of the City of Winters and is exempt from recording fees pursuant to Government Code Sections 6103 and 27383.

RECORDING REQUESTED BY:  
City of Winters

WHEN RECORDED MAIL TO:  
Winters City Clerk  
318 First Street  
Winters, CA 95694

Space above reserved for use of County Recorder

## RESOLUTION NO. 2011-02

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS ACCEPTING THE DEDICATION OF LAND AS DESCRIBED IN THE RECORDED MAP OF PUTAH CREEK HAMLET NO. 1, PHASE 1 (Yolo County APNs 038-070-033, 038-180-046)

**WHEREAS**, The Putah Creek Hamlet subdivision was approved in 1992, and a subdivision map was recorded as "Putah Creek Hamlet No. 1, Phase 1" on October 6, 1992, in Book 17 of Maps, at pages 66, 67, and 68, Yolo County Records; and

**WHEREAS**, the subdivision approved included a dedication of land to the City of Winters in fee, specifically those two parcels abutting Putah Creek and identified as Yolo County APNs 038-070-033 and 038-180-046; and

**WHEREAS**, Condition 52 of the Use Permit for the subdivision, City of Winters Use Permit 92-01, approved by the City of Winters prior to recording, provides for the irrevocable offer of dedication to the City of Winters of the above described land; and

**WHEREAS**, the City has accepted the offers as of the time of recordation of the "Putah Creek Hamlet No. 1, Phase 1" map on October 6, 1992; and

**WHEREAS**, the City of Winters needs to record a resolution evidencing this acceptance, in fee, of the above described real property,

**NOW, THEREFORE, BE IT RESOLVED AND ORDERED** by the City Council of the City of Winters, State of California, as follows:

**Section 1.** The City does accept, in fee simple, Outlot "A" as dedicated on that map of "Putah Creek Hamlet No. 1, Phase 1", filed October 6, 1992, in Book 17 of Maps, pages 66, 67, and 68, Yolo County Records, currently Yolo County APNs 038-070-033 and 038-180-046.

**Section 2.** That the City Clerk be, and hereby is, authorized and directed to record a certified copy of this Resolution in the Office of the County Recorder of the County of Yolo.

**Section 3.** This Resolution shall become effective immediately upon its adoption.

**Section 4.** The City Clerk shall certify the adoption of this Resolution.

On January 18, 2011, at a regularly scheduled and noticed meeting of the Winters City Council, the foregoing Resolution is hereby adopted in its entirety on the following roll call vote:

AYES:  
NOES:  
ABSENT:  
ATTEST:

\_\_\_\_\_  
W. Keith Fridae, Mayor, City of Winters

ATTEST:

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



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: January 18, 2011  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Status of Utility User Tax

---

**RECOMMENDATION:**

Staff recommends that the City Council receive this report regarding the status of the change in rate from 4.25% to 9.5% for the Utility User Tax.

**BACKGROUND:**

In June 2010, the Citizens of the City of Winters voted to increase the rate for the Utility User Tax (UUT) from 4.25% to 9.5%.

Staff notified all service providers of the change in the UUT by mail, and through contact by telephone throughout the months of June and July. The correct (9.5%) rate is posted in the online Municipal Code of the City of Winters located at [www.cityofwinters.org](http://www.cityofwinters.org).

A review of receipts shows that only PG&E is not collecting and remitting the utility user tax at 9.5%. In November, I sent bills to all providers collecting at the 4.75% rate notifying them of the balance due for the period in which they under collected the utility user tax. PG&E responded that this was their first notification and that they would start collecting at the higher rate. Since that time, I met with representatives of PG&E and have forwarded them confirmation of the notice sent out by City Attorney John Wallace in June, and provided PG&E with the address to which the notice was mailed. This was the address on file with the PUC. Representatives from PG&E are suppose to provide me with information about how they propose to resolve this situation before the end of January 2011.

A comparison of the UUT collected from 8/1/09-12/31/09 and 8/1/10-12/31/10 shows the following:

City of Winters Utility User Tax				
	Monthly Receipt 09-10	Year to Date Receipts 09-10	Monthly Receipt 10-11	Year to Date Receipts 10-11
August	19,650.96	19,650.96	32,374.88	32,374.88
September	36,161.32	55,812.28	37,757.32	70,132.20
October	30,243.21	86,055.49	37,717.81	107,850.01
November	29,095.42	115,150.91	53,794.18	161,644.19
December	26,033.84	141,184.75	20,534.70	182,178.89

The additional amount that PG&E has not collected for this time period is as follows:

City of Winters Utility User Tax		
PG&E Reciepts	Monthly Receipt	Year to Date Receipt
August	25,728.87	25,728.87
September	21,413.20	47,142.07
October	16,996.36	64,138.43
November	16,319.47	80,457.90
December	14,237.11	94,695.01

If PG&E had collected the correct amount, total collections to date would be \$276,873.90, which is only \$5,495.60 less than double collections last year. Thus, if PG&E had been paying the correct amount, we would be on target for collecting the amount budgeted. Staff will continue to work with PG&E to resolve the issue of the lack of implementation of the new rate and report back to Council when it is resolved,

**FISCAL IMPACT:**

Proper collection and remittance of the UUT will ensure that budgeted revenues are received.



CITY COUNCIL  
STAFF REPORT

**TO:** Honorable Mayor and Councilmembers  
**DATE:** January 18, 2011  
**FROM:** John W. Donlevy, Jr., City Manager *JWD*  
**SUBJECT:** 201 First Street- John Rogers Building

---

**RECOMMENDATION:**

That the City Council receive and file this report.

**BACKGROUND:**

In November, 2010, the City purchased 201 First Street from Yolo County in a transaction to relieve them of surplus property. The purchase was done in conformance with the Downtown Master Plan and as a site for potential future uses.

**DISCUSSION:**

The purchase of the property was not for immediate use. With the current fiscal state of the City, the ability of to operate another community facility is simply not within our means. Examples to support this are the Community Center and the Bobbie Greenwood Swim Center which operate at considerable deficits and rely on community funding in order to keep them open for public use.

The City has been approached by a number of groups interested in using the facility, mostly at no or little cost. This is simply not feasible for the City at this time.

Staff is recommending that 201 First Street remain closed until a time when consideration for use can be established with finances which demonstrate no fiscal impact to the City.

**FISCAL IMPACT:** None by this action.



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Chairman and Board of Directors  
**DATE:** January 18, 2011  
**FROM:** John W. Donlevy, Jr., Executive Director *JWD*  
**SUBJECT:** Redevelopment Agency Status Update

---

**RECOMMENDATION:**

That the Community Development Agency (CDA) Board of Directors receive an update on the status of redevelopment in California.

**BACKGROUND:**

On January 11, 2011, Staff listened to the League of Cities conference call on the Governors Budget Proposal and their intent to end redevelopment agencies. Some takeaways are:

- The State is intent on dissolving redevelopment agencies. This means the Winters CDA will no longer exist as an entity.
- They feel that this can be done by the legislature and through a statutory process without a constitutional amendment.
- The timeline is for this to happen no later than March 26.
- "Successor Agencies" will be created to manage outstanding debt and agency assets, presumably including land.
- Current projects will be honored but "planned" projects will not.

The Winters Community Development Agency has obligations to bond holders and to the City of Winters. We need to begin structuring a resolution of these outstanding obligations! Winters should not expect to be beholden to whomever the "successor" entity and should begin setting ourselves up for the transition if this comes to fruition.

As an Agency, the CDA has entered into many legal obligations. All of those involved did so in good faith (and under the law) and it is owed to everyone to establish means for a protection

from liability for those involved as the State moves forward with whatever they will do. As they shift authority away from those who made the obligations to "successor" entities for which the CDA may have no control, the Agency needs to protect itself.

Staff held a meeting with the CDA financial advisor (Urban Futures), disclosure counsel (Richards, Watson, Gershon), agency counsel (Iris Yang now with BBK Law), bond underwriter (Eric Scriven from DeLa Rosa Financial) and most of our City/Agency Staff.

Staff has outlined a strategy which will include the following:

- Protection of financial agreements/loans between the CDA and the City to ensure repayment.
- Disposition of Agency owned property as potential assets to repay the loans.
- Preservation of the integrity of the City as it revolves around the bonds which have been sold by the Agency and may be managed by a "Successor" Agency.
- Assurance that all public projects built by the Agency will be conveyed to the City, especially the Public Safety Facility.

The CDA currently owes the City approximately \$1.8 m. The CDA owns approximately \$2.4 m in properties in the Downtown, along Grant Ave. and the Winters II Apartments. The anticipation is that the CDA may need to transfer the properties to City ownership as a form of repayment. The State shifted all property tax increment in 2010 and the CDA has no monetary assets which can be used to repay the City.

The CDA is also the project developer on the Public Safety Facility. The City owns the land underneath, hence a form of conveyance needs to be established.

Staff is now embarking on the following:

1. Moving quickly to have the CDA properties appraised as to value.
2. Developing Purchase/Sale Agreement for the properties based on the appraised value.
3. Developing a conveyance agreement to transfer public facilities to the City.

Because of the short timeline (March 26), these items will be coming to both the City and CDA shortly.

**FISCAL IMPACT:**

The financial impacts are yet to be determined. A shift of all redevelopment funds to the State of California would exceed \$1,000,000 annually and impact many current contracts and leases.



**COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT**

**TO:** Honorable Chairman and Board of Directors  
**DATE:** January 18, 2011  
**FROM:** John W. Donlevy, Jr., Executive Director *JWD*  
**SUBJECT:** Grant Ave. Commercial- Exclusive Negotiation Agreement- Yackzan Group- Extension

---

**RECOMMENDATION:**

That the Community Development Agency (CDA) Board of Directors Approve Resolution No. 2011-03 Extending the Exclusive Negotiating Rights Agreement By and Between the City of Winters Community Development Agency and Yackzan Group, Inc. for the Development of the Grant Avenue Commercial Property

**BACKGROUND:**

In June, 2010, the Winters Community Development Agency approved an Exclusive Negotiation Agreement with the Yackzan Group for the development of a potential agreement for the 4.5 acre Grant Ave. Commercial Project site. The original agreement was for a 120 day period which expired in October, 2010.

Based on various economic issues and timing, the process has taken longer than anticipated and Staff is recommending that an extension be granted for an additional 90 days in order for a project to be developed.

The CDA Staff have continue negotiations on a variety of issues with Yackzan. This has included project scope, land acquisition costs and a variety of engineering and infrastructure issues which are yet to be resolved.

**FISCAL IMPACT:**

Staff costs and engineering which should not exceed \$5,000.

December 15, 2010

Via Electronic Mail to:  
maryjo.rodolfa@cityofwinters.org  
john.donlevy@cityofwinters.org

John W. Donlevy, Jr  
Executive Director  
Winters Community Development Agency  
318 First Street  
Winters, CA 95694

RE: Grant Ave. Commercial Project

Dear Mr. Donlevy:

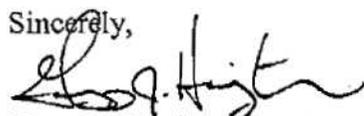
Thank you for meeting with me on December 9<sup>th</sup> regarding the Exclusive Negotiating Agreement for the Grant Avenue Commercial Project. I share the Agency's interest in seeing this project come to fruition and am committed to developing the project as proposed.

Please accept this letter as an official request for the Agency to consider extending the ENA between our parties for an additional 90 days. This addition time will be used to complete the following;

- **Engineering Meeting:** Our respective engineers will meet and discuss the projects on-site and off-site engineering. Our engineering team needs to understand what off-sites have been completed and what additional engineering projects remain. The updated information will help produce a more accurate proforma which will reflect the major offsite projects the City has already tackled.
- **Prospective Tenant Contact:** We have reached a point where it is important to establish contact with a variety of prospective tenants. We would like to actively market the project over this 90 day period in order to generate interest in the project. This information will also help determine our schedule of performance.

Upon completion of these items we will be ready to move forward with the Grant Avenue Commercial Project. We look forward to the Agency's decision regarding our request. Please don't hesitate to contact me if you have any questions.

Sincerely,

  
Gregg J. Herrington

**Resolution No: 2011-03**

**A Resolution of the City of Winters Community Development Agency  
Extending the Exclusive Negotiating Rights Agreement By and Between the City of  
Winters Community Development Agency and Yackzan Group, Inc.**

WHEREAS, in June, 2010, the Winters Community Development Agency approved an Exclusive Negotiating Rights Agreement with the Yackzan Group for the development of the 4.5 acre Grant Avenue Commercial Project site; and

WHEREAS, the original agreement was for a 120 day period which expired in October, 2010; and

WHEREAS, due to various economic issues and timing the process has taken longer than anticipated; and

WHEREAS, the City of Winters Community Development Agency wishes to extend the Exclusive Negotiating Rights Agreement with the Yackzan Group to April 17, 2011;

Now, therefore, be it resolved that the City of Winters Community Development Agency hereby adopts Resolution 2011-03 extending the Exclusive Negotiating Rights Agreement By and Between the City of Winters Community Development Agency and Yackzan Group, Inc. to April 17, 2011.

DULY AND REGULARLY ADOPTED this 18th day of February, 2011 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

CITY OF WINTERS

\_\_\_\_\_  
Woody Fridae, Mayor

ATTEST:

\_\_\_\_\_  
Nanci Mills, City Clerk



WINTERS COMMUNITY DEVELOPMENT AGENCY  
STAFF REPORT

TO: Honorable Chair and Agency members  
DATE: January 18, 2011  
FROM: John W. Donlevy, Jr.   
SUBJECT: Month-to-Month Sublease By and Between the City of Winters Community Development Agency and the Winters Chamber of Commerce

---

**RECOMMENDATION:**

Staff recommends the Community Development Agency ("CDA") approve the Month-to-Month Sublease By and Between the City of Winters Community Development Agency and the Winters Chamber of Commerce.

**BACKGROUND:**

One of the objectives identified in the CDA Five Year Implementation Plan is to provide a stable, diversified and stronger economic base for the Project Area and Community. One of the CDA's strategies for facilitating economic development is to promote Winters as a "destination" location for the purpose of attracting visitors and tourism dollars along with marketing Winters as an attractive location for "destination" types of businesses.

To that end the Winters Visitors Center was established at 11 Main Street to serve as the hub of marketing for the Winters downtown and business community by providing information resources, assisting in connecting visitors with destination activities and businesses and marketing local products.

Previously the City of Winters Community Development Agency and the Winters Chamber of Commerce entered into a 19 month sublease commencing July 1, 2009 and terminating on January 31, 2011. The CDA and the Chamber desire that the Winters Visitors Center remain open and in operation at 11 Main Street. However due to the

Governor's recently proposed budget and the uncertainty as to how much longer redevelopment funds will be available for use, it is being recommended that the new Sublease be month-to-month in nature. The attached Sublease, describes in detail the lease terms on a month-to-month basis for 11 Main Street, Winters, California.

**FISCAL IMPACT:**

- \$2,400 per month for staffing of the Winters Visitors Center by the Winters Chamber of Commerce
- Maintenance, repair and replacement costs, taxes, utilities (including but not limited to electricity, gas, water, sewer, and garbage), and other charges directly to the providing or taxing persons or entities. The Winters Chamber of Commerce will be responsible for the normal operating costs of telephone service, computer service, FAX service and similar costs.
- Revenues from the Winters Product Store and Winters Visitors Center operations will be used to offset any or all operating costs of the Winters Visitors Center.

SUBLEASE  
(Month-to-Month)

THIS MONTH-TO-MONTH SUBLEASE, is executed in duplicate at Winters, California effective as of \_\_\_\_\_, by and between the City of Winters Community Development Agency, a public body, corporate and politic ("Agency" or "Sub-Landlord"), and the Winters Chamber of Commerce ("CHAMBER" or "Sub-Tenant").

RECITALS

A. WINTERS OPERA HOUSE PARTNERS ("Master Landlord"), as Landlord, and Agency, as Tenant, entered into a written Lease dated as of January 28, 2009 (the "Master Lease"), regarding that certain real property located at 11 Main Street, Winters, California (the "Premises"). A copy of the Master Lease is attached as **Exhibit A**.

B. The Agency is charged with implementing the City of Winters Community Development Project Area Plan (the "Redevelopment Plan") and has legal authority under Health and Safety Code section 33430 to lease any property within the redevelopment project area for purposes of redevelopment.

C. The Agency has determined that an appropriate part of its redevelopment plan is to provide a location and concept to serve visitor attraction and interest in the many facets of Winters, including Downtown. The Agency plans that the Visitors Center will become a hub of marketing and development for the Winters Downtown and business community.

D. To assist in the goals specified above, The Agency will assist the plan by entering into a market rate Master Lease for the Premises and subleasing the Premises to CHAMBER, at below-market rent.

E. In exchange for such assistance, CHAMBER agrees to diligently and actively proceed to staff the Visitor Center as provided below, and to fulfill the terms and conditions of this Sublease.

F. This Sublease is conditioned on the redevelopment and use of the Premises in conformity with the Redevelopment Plan.

G. Capitalized terms used but not defined in this Agreement shall have the respective meanings provided in the Master Lease.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Sub-Landlord and Sub-Tenant hereby agree as follows:

1. Recitals. The recitals above are incorporated by reference as though fully stated herein.

2. Master Lease. Except as otherwise expressly provided in this Sublease, the covenants, agreements, provisions and conditions of the Master Lease (to the extent that they are not inconsistent with the terms of this Sublease) are made a part of and incorporated into this Sublease as if fully restated herein.

3. Sublease Subject to Master Lease. This Sublease is subject and subordinate to the Master Lease. During the term hereof, Sub-Tenant shall be bound by the terms and conditions of the Master Lease, as they may be amended, except as otherwise specifically provided in this Sublease; and the rights of Sub-Tenant are subordinate to the terms and conditions of the Master Lease. Except as otherwise agreed to by Master Landlord, Sub-Landlord and Sub-Tenant, this Sublease shall terminate if the Master Lease is terminated for any reason.

4. Subleasing. Sub-Landlord subleases to Sub-Tenant and Sub-Tenant subleases from Sub-Landlord, on a month-to-month basis at the rent and upon all the terms and conditions set forth herein, the Premises, approximately 750 square feet at 11 Main Street, Winters, California.

5. Term. The term of this Sublease shall be a month-to-month lease commencing on February 1, 2011. Such tenancy shall be terminable upon thirty (30) days written notice served by either party, unless sooner terminated as provided herein or in the Master Lease.

6. Rent. Commencing on the Commencement Date, Sub-Tenant shall pay as rent, without deduction or set-off, ONE DOLLAR (\$1.00) per month (the "Sublease Rent").

7. Staffing. The assistance of The Agency is specifically conditioned upon the CHAMBER staffing the Visitors Center. Staffing is defined under this agreement as those obligations of CHAMBER listed in the Winters Visitors Center Concept Plan and Performance Expectations Dated May 22, 2009, attached hereto as **Exhibit B**, Winters Visitors Center Concept Plan and Performance Expectations, and made a part hereof. For the staffing services, The Agency shall pay to CHAMBER the contract sum of \$2,400 per month. Both parties acknowledge that the relationship of such staffing is that of an independent contractor, defined by the terms in Exhibit B, attached hereto. Both parties are acting as independent contractors, and no employment, joint venture, or partnership is created therefrom. Any and all expenses of CHAMBER, arising from this sublease agreement, shall remain the sole responsibility of CHAMBER. No employment relation is created by this agreement.

8. Other Charges. Sub-Tenant acknowledges that pursuant to the Master Lease, Sub-Landlord is obligated to pay maintenance, repair and replacement costs, taxes, utilities (including but not limited to electricity, gas, water, sewer, and garbage), and other charges directly to the providing or taxing persons or entities rather than to Master Landlord. Sub-Tenant shall not be responsible for those charges.

9. Sub-Tenant's Maintenance and Repair. Agency shall, at its own expense, undertake to keep, maintain and repair all fixed and permanent portions of the

Premises. Sub-Tenant shall, at its own expense keep, maintain and repair all Sub-Tenant's personal property and trade fixtures, during the term of this Lease, in good working and sanitary order. Sub-Tenant shall be liable for any damage to the Premises resulting from the acts or omissions of Sub-Tenant or its authorized representatives.

10. Holding Over. If Sub-Tenant remains in possession of the Premises after the expiration of the Sublease Term, with the express written consent of Sub-Landlord, such occupancy shall be a tenancy from month to month at the rental and on the terms set forth in this Sublease, plus all other charges payable hereunder.

11. Assignment. Sub-Tenant may not assign or sub-sublet ("Transfer") the Premises or Sub-Tenant's interest in the Sublease, or any portion thereof, without prior written consent and approval of both the Sub-Landlord and Master Landlord. It is the specific and unique nature of CHAMBER that has generated this sub-lease, and The Agency will not generally favor any assignment during the term of this sub-lease. Before any Transfer shall be effective the assignee or sub-subtenant must assume, in writing, all of the obligations of Sub-Tenant under this Sublease. Any such Transfer shall not, in any way, affect or limit the liability of Sub-Tenant under the terms of this Sublease even if after such Transfer the terms of this Sublease are materially changed or altered without the consent of Sub-Tenant, the consent of whom shall be unnecessary. Regardless of Landlord's consent, no Transfer shall relieve Sub-Tenant of Sub-Tenant's obligations under this Sublease or alter the primary liability of Sub-Tenant to pay the rent and other sums due, and to perform and to comply with all other obligations of Sub-Tenant hereunder. Any assignee shall deliver to Sub-Landlord, before the assignment shall be effective, a written original of the assignment of this Sublease and the party's agreement to be bound by and to perform and observe all terms, covenants and conditions of Sub-Tenant under this Sublease (including all restrictions on use, assignment and subletting) and to assume all obligations of Sub-Tenant under this Sublease, which instruments must be satisfactory in form and content to Sub-Landlord. Sub-Tenant shall pay to Sub-Landlord any and all consideration paid or payable by any sub-subtenant or assignee in excess of the rent payable by Sub-Tenant to Sub-Landlord hereunder. Consent to any one assignment or sublease shall not be deemed consent to any subsequent assignment or sublease. In the event of default by any sub-subtenant, in the performance of any of the terms hereof, Sub-Landlord may proceed directly against Sub-Tenant or any guarantor(s) or anyone else responsible for the performance of this Sublease, including the assignee or sub-subtenant, without the necessity of first exhausting Sub-Landlord's remedies against any other person or entity responsible therefor to Sub-Landlord, or any security then held by Sublandlord or Sub-Tenant. Sub-Landlord may consent to subsequent assignments or subleases or amendments or modifications to this Sublease or any sub-sublease, without notifying Sub-Tenant, any successor of Sub-Tenant, or anyone else liable under this Sublease without obtaining its or their consent thereto and such action shall not relieve Sub-Tenant or any such other parties of liability under this Sublease or the sub-sublease.

12. Quiet Enjoyment. As long as Sub-Tenant is not in default of this Sublease, Sub-Landlord shall be obligated to perform all of its obligations under the

Master Lease, and during the term of this Sublease Sub-Tenant shall have quiet enjoyment of the Premises.

13. Use and Continuous Operating Covenant.

(a) The Premises shall be used and occupied only for the use set forth in the Master Lease and for no other purpose. Such use is conditioned on the redevelopment and use of the Premises in conformity with the Redevelopment Plan.

(b) Sub-Tenant shall conduct the business of the Winters Visitors Center, as set forth in Section 4 of the Master Lease, at all times in a manner of such character and quality as is reasonably designed to produce an economically reasonable return and meet the goals of Sub-Landlord as set forth in the Recitals.

14. Sub-Landlord's Obligations Under Master Lease. Sub-Landlord agrees to maintain the Master Lease during the Sublease Term, subject, however, to any termination of the Master Lease as set forth therein. Sub-Landlord's performance of its obligations under this Sublease is expressly conditioned on performance by the Master Landlord of its obligations under the Master Lease and Sub-Landlord will not be liable to Sub-Tenant for any Master Landlord default or breach.

15. Sub-Tenant's Obligations Under Master Lease. The rights and obligations of the Sub-Landlord under the Master Lease (except as to Rent or Early Termination) are hereby deemed to be the rights and obligations of Sub-Tenant under this Sublease, and inure to the benefit of and are binding on Sub-Tenant. As between Sub-Landlord and Sub-Tenant only, in the event of a conflict between the terms of the Master Lease and the terms of this Sublease, this Sublease will control.

16. Indemnity and Insurance.

(a) Indemnity. Sub-Tenant agrees to protect, defend, indemnify, and hold harmless Sub-Landlord and City and their respective partners, affiliates, subsidiaries, directors, officials, officers, successors and assigns, agents, employees, volunteers, and representatives harmless from and against any and all liabilities, claims, expenses, losses and damages, orders, fines, penalties and expenses of any kind whatsoever (including but not limited to reasonable attorneys fees and costs) that may at any time be asserted against Sub-Landlord or City arising out of or in connection with the Master Lease and/or this Sublease (except to the extent caused by Sub-Landlord's or City's sole or active negligence or willful misconduct), or resulting from or in connection with the obligation to comply with all laws with respect to the Premises, including, without limitation, all applicable federal and state labor laws and standards.

(b) Insurance. Sub-Tenant shall carry such insurance as required of Sub-Tenant under the Master Lease, and Sub-Landlord shall be named as an additional insured on all such policies.

17. Release. Sub-Tenant fully releases and discharges Sub-Landlord and City from all and any manner of rights, demands, liabilities, obligations, claims, or cause

of actions, in law or equity, of whatever kind or nature, whether known or unknown, whether now existing or hereinafter arising, which arise from or relate in any manner to the Sub-Landlord or City arising out of or in connection with this Sublease or the Master Lease, except to the extent caused by Sub-Landlord's or City's sole or active negligence or willful misconduct. Sub-Tenant acknowledges and agrees that the release and waiver set forth in this section is material consideration for Sub-Landlord's sublease of the Premises to Sub-Tenant on the terms set forth herein and that, but for this release and waiver, Sub-Landlord would not have subleased the Premises to Sub-Tenant. It is hereby intended that the above release relates to both known and unknown claims that the Sub-Tenant may have, or claim to have, against the Sub-Landlord or the City 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, the Sub-Tenant 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 FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

18. Consent of Master Landlord. The signature of Master Landlord at the end of this document shall constitute its consent to the terms of this Sublease.

19. Attorneys' Fees. If Sub-Landlord or Sub-Tenant (each a "party") brings an action to enforce the terms of this Sublease, to declare rights hereunder or for any other relief against another party or parties, the prevailing party in any such action, on trial and appeal, shall be entitled to its reasonable attorneys' fees and costs of suit to be paid by the losing party as fixed by the Court.

20. Notices. All notices to be given hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or delivered by personal or courier delivery, or sent by facsimile (immediately followed by one of the preceding methods), to the addresses indicated below, or to such other place as Sub-Landlord or Sub-Tenant may designate in a written notice given to the other party. Notices shall be deemed served upon the earlier of receipt or three (3) days after the date of mailing.

To Sub-Landlord: City of Winters Community  
Development Agency  
Attn: Executive Director  
318 First Street  
Winters, CA 95694  
Telephone: (530) 795-4910  
Facsimile: (530) 795-4935

To Sub-Tenant: Winters Chamber of Commerce  
Attn: Al Aldrete, Executive Director  
11 Main Street  
Winters, CA 95694  
Telephone: (530) 795-2329  
Facsimile: (530) 795-3202

21. Non-Discrimination. The Tenant herein covenants by and for itself, its successors and assigns, and all persons claiming under or through it, and this Sublease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of any basis listed in subdivision (a) or (d) of Section 12955 of the Government Code, as those bases are defined in Sections 12926, 12926.1, subdivision (m) and paragraph (1) of subdivision (p) of Section 12955, and Section 12955.2 of the Government Code, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the Premises herein leased nor shall the Tenant himself or herself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, subtenants, or vendees in the Premises herein leased.

22. No Brokers. Neither party has had any contact or dealings regarding the Premises, or any communication in connection with this Sublease, through any real estate broker or other person who is entitled to a commission or finder's fee in connection with this transaction. In the event that any broker or finder perfects a claim for a commission or finder's fee based upon any contact, dealings or communication with either party, then the party upon whose contact, dealings or communication the claim is based shall indemnify and hold the other party harmless from all costs and expenses (including but not limited to attorneys' fees) incurred by such other party in connection with such claim.

23. Counterparts. This Sublease may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument..

24. Force Majeure. In the event that either Party hereto is delayed, hindered in or prevented from the performance of any act required under this Agreement by reason of a cause beyond the reasonable control of the obligated Party, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Such cause shall include "acts of God;" strikes; lockouts; weather in which work cannot proceed (even if normal); protests; riots; terrorism or insurrection; war; unavailability of materials from normal sources; delays by governmental authorities, including courts; the inaction of any utility company (e.g. PG&E) not caused or contributed to by the Party claiming the delay; and shall specifically include a lack of funding resources on the part of the Sub-Landlord.

25. Miscellaneous. This Sublease constitutes the entire understanding of Sub-Landlord and Sub-Tenant with respect to the matters covered by it and supersedes all prior Subleases and understandings, written or oral, between Sub-Landlord and Sub-Tenant with respect to such matters. This Sublease may not be modified or amended, nor may any term or provision be waived or discharged, except in writing signed by the party or parties against whom such amendment, modification, waiver, or discharge is sought to be enforced. The waiver by any party of any breach by another party of any provision of this Sublease will not constitute or operate as a waiver of any other breach of such provision or of any other provision by such party, nor will any failure to enforce any provision operate as a waiver of such provision or any other provision. This Sublease will be construed in accordance with, and be governed by, the laws of the State of California, with venue in Yolo County, California. This Sublease will benefit and be binding upon the parties to it and their respective heirs, representatives, successors and assigns. If any provision of this Sublease or the application of any such provision shall be held by a court of competent jurisdiction to be invalid, void or unenforceable to any extent, the remaining provisions of this Sublease and the application thereof shall remain in full force and effect and shall not be affected, impaired or invalidated.

IN WITNESS WHEREOF, the parties have executed this Sublease the day and year first above written.

SUB-LANDLORD:

City of Winters Community Development Agency, a public body, corporate and politic

By: \_\_\_\_\_  
Its: Executive Director

SUB-TENANT:

Winters Chamber of Commerce

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

Approved as to Form:

By: \_\_\_\_\_  
Its: Agency Counsel

CONSENT OF MASTER LANDLORD

The undersigned hereby consents to the foregoing Sublease and to Sub-Tenant's use of the Premises.

MASTER LANDLORD:

\_\_\_\_\_

# EXHIBIT A

## LEASE

THIS LEASE, executed in duplicate at Winters, California on this JANUARY 28, 2009, by and between Winters Opera House Partners, herein referred to as "LESSOR", and the Winters Community Development Agency, herein collectively referred to as "LESSEE".

WITNESSETH:

WHEREAS, LESSOR is desirous of leasing unto LESSEE and LESSEE is desirous of leasing from LESSOR approximately 750 square feet of inside commercial property, more or less, hereinafter "THE PREMISES", 11 Main Street, Winters, California, hereinafter "the property;" excluded is the interior hallway and entry way to the Opera House stairway. This common area will not be used for storage and will remain clean and clear.

There is no parking on the premises and business owners and employees are encouraged to park in the city parking lot and leave street parking for customers.

NOW THEREFORE, it is hereby mutually understood and agreed by and between the parties hereto as follows:

1. **Leasing and Description of Premises:** LESSOR hereby leases to LESSEE and LESSEE hereby hires from LESSOR THE PREMISES. THE PREMISES shall consist of walls, ceiling, and flooring. LESSEE shall be responsible for the installation of plumbing, plumbing fixtures, electricity, water lines, floor covers, utilities, dividing wall in old kitchen, and any utility services to be hooked up to outside city or private services. All installations and improvements of LESSEE shall be subject to the written approval of LESSOR, at LESSOR's sole discretion.
2. **Term:** The term of this lease shall be for 2 (TWO) YEARS, commencing on FEBRUARY 1, 2009, ending on JANUARY 31, 2011.
3. **Rent:** Upon the commencement of the term of this lease, Lessee shall pay rent to Lessor for the leased premises at the rate of \$937.50 per month, plus approximately \$35 in City of Winters water, sewer and municipal tax (20 percent of the city bill for the Opera House building), plus a \$700 deposit for a total of \$1,637.50. Such rent shall continue, payable monthly in advance, for the next ten (10) months of the term hereof. On the first anniversary date, February 1, 2010, and for the remaining duration of this lease, the monthly rental for the ensuing twelve (12) months shall be adjusted upward or downward (but never less than the base rent provided hereinabove; \$937.50) in the same percentage proportion that the Bureau of Labor Statistics, United States Department of Labor, Consumer Price Index, All Items for All Urban Consumers, shall be increased or decreased over the price index which is published nearest in point of time to the commencement of the term hereof. In the event said index is discontinued, revised or replaced during the term of this lease or any extension thereof, such other governmental index or computation with which it is revised or replaced, shall be deemed the basis of the re-computation.
4. **Use:** The premises shall be used for a retail business, tourism/chamber office, city offices or other purposes reasonably related to Main Street business, and for no other purposes. No use shall be made or permitted to be made of said premises, nor acts done which will increase the existing rate of insurance upon the building in which the said premises may be located or cause a cancellation of any insurance policy covering said building, or any part thereof, nor shall LESSOR sell, or permit to be kept, used, or sold, in or about said premises, any articles which may be prohibited by a standard form of fire insurance policy. LESSEE shall make no repairs or alterations to the premises without the consent of the LESSOR

in writing first. Said consent shall be given at LESSOR's sole discretion. All repairs, alterations or attachments of property to the premises shall, upon expiration or sooner termination of this lease, become the sole property of the LESSOR.

5. Security Deposit: LESSEE shall keep a deposit with LESSOR in the sum of SEVEN HUNDRED DOLLARS (\$700). Said sum shall be held by LESSOR as security for the faithful performance of the LESSEE of all the terms, conditions and covenants of this lease by said LESSEE to be kept and performed during the term hereof. If at any time during the term of this lease any of the rent herein reserved shall be overdue and unpaid, or any other sum payable by LESSEE to LESSOR hereunder shall be overdue and unpaid, then LESSOR may, at the option of LESSOR (but LESSOR shall not be required to) appropriate and apply any portion of said sum to the payment of any overdue rent or other sum. Should LESSEE comply with all of the said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by LESSEE to LESSOR hereunder, the said sum shall be returned in full to LESSEE at the end of the term of this lease, together with interest thereon at 1% per annum.

6. Signs: any sign and/or signs shall be permitted only with the written approval of LESSOR. If approval of sign design or placement is required by any public agency, the responsibility of obtaining such approval shall be that of LESSEE who shall, in any event, bear the expense of installation of such sign.

7. Removal of Trade Fixtures; Conditioned upon LESSEE being in full and complete performance of all the provisions of this lease, LESSEE may remove all moveable furniture, trade fixtures, and store equipment installed in the demised premises by LESSEE, prior to the termination of this lease, and provided further that the same may be removed without damage to the building, and if damage is caused by such removal, LESSEE agrees to repair such damage at LESSEE's own cost and expense forthwith, and LESSEE also agrees to repair any damage at LESSEE's expense that may be caused by removal of any sign or signs under this lease.

8. Liability Insurance: LESSEE agrees to take out and keep in full force during the life hereof, at LESSEE's expense, public liability insurance to protect against any liability to the public incident to the use of or resulting from any accident occurring in or about said premises, the liability under each such insurance to be no less than THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for any one person injured, FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) for any one accident, and ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for property damage. These policies shall insure the contingent liability of LESSOR and are to be placed with LESSOR, and LESSEE is to obtain a written obligation on the part of the insurance carriers to notify LESSOR in writing prior to any cancellation thereof, and LESSEE agrees, if LESSEE does not keep such insurance in full force and effect, the LESSOR may take out the necessary insurance and pay the premium, and the repayments thereof shall be deemed to be part of the rental and payable as such on the next day upon which rent becomes due.

9. Personal Property Taxes: LESSEE hereby agrees to pay before delinquent any and all personal property taxes arising by reason of LESSEE's use or occupancy of the subject premises or the existence of LESSEE's personal property on said premises.

10. Successor and Assigns: The covenants and conditions herein contained shall, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and assigns of all the parties

hereto; and all the parties hereto shall be jointly and severally liable hereunder.

11. Holding Over: Any holding over after the expiration of the said term, with the consent of LESSOR, shall be construed to be a tenancy from month-to-month, at a rental each month equal to the last regular month's rent.

12. Waiver: The waiver by LESSOR of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition therein contained. The subsequent acceptance of rent hereunder by LESSOR shall not be deemed to be a waiver of any preceding breach by LESSEE of any term, covenant or condition of this lease, other than the failure of LESSEE to pay the particular rental so accepted, regardless of LESSOR's knowledge of such preceding breach at the time of acceptance of such rent.

13. Attorney's fees: In the event of any legal action concerning this lease, the losing party shall pay to the prevailing party reasonable attorney's fees and court costs to be fixed by the court wherein such judgment shall be entered.

14. Late Charge: In addition to all other rights and remedies regarding nonpayment of rent, LESSOR shall have the right to assess a late charge at the rate of one percent (1%) per day after the 1<sup>st</sup> of each month for which the rent remains unpaid. Such late charge is to cover additional administrative handling necessitated by late payment of rent and is not to be deemed interest or to include interest.

15. Subordination: this lease shall be subject to and subordinate at all times to the lien of any mortgage or mortgages or trust deed or deeds which may be placed upon the demised premises or the property of which the demised premises are a part, and the LESSEE covenants that it will execute and deliver to the LESSOR or to the nominee of the LESSOR proper subordination agreements to this effect at any time upon the request of the LESSOR and without payment being made therefore.

16. Property Taxes: LESSOR shall pay all real property taxes assessed against THE PREMISES.

17. Gas and Electric Utilities: LESSEE shall, in addition to all other sums agreed to be paid by LESSEE under this lease, pay for all gas and electric charges billed for use of the premises.

18. Payment of Utilities: Water, Garbage, and Sewer: LESSEE shall, in addition to all other sums agreed to be paid by LESSEE under this lease, pay his pro-rata share of all water, garbage and sewer charges which shall, during the term of this lease and any extension thereof, be assessed against the premises. If a total utility billing is assessed against more than one tenant, LESSEE shall pay only LESSEE's pro-rata share of said utility cost. This payment shall include any increases in costs which might be assessed by public or private agencies supplying said service. If, because of a change in the law or otherwise such charges be made directly of LESSOR then LESSEE agrees to pay such sum to LESSOR.

19. Repair and Maintenance: LESSEE shall, at LESSEE's sole cost and as part of the consideration of rental, undertake to maintain said premises and appurtenances and every part thereof in a good and sanitary order (excepting exterior walls, floor structure, windows and roof, which LESSOR agrees to repair), including but not limited to doors, plumbing facilities, and electrical facilities, of THE PREMISES.

20. Option to Renew Lease: In the event LESSEE has fully complied with all of the terms, covenants and conditions of this lease during the TWO-YEAR term. Renewal shall be on the same terms and conditions as provided for

herein, except as to the rent. Said rent shall be re-negotiated. Notice of LESSEE's intention to renew this lease shall be given by LESSEE to LESSOR at least ninety (90) days prior to the expiration of this lease.

21. Notices: Notices between the parties shall be given in writing, and mailed, postage prepaid, addressed to LESSOR c/o Winters Opera House Partners, 312 Railroad Avenue, Winters, CA 95694. Either party may change its address for purpose of notice by giving said change of address to the other party by mail as above stated.

22. Insolvency-Receiver-Bankruptcy: Either

(a) the appointment of a receiver to take possession of all or substantially all of the assets of LESSEE, or

(b) a general assignment by LESSEE for the benefit of creditors, or

(c) any action taken or suffered by LESSEE under any insolvency or bankruptcy act shall constitute a breach of this lease by LESSEE, and LESSOR may declare this lease void and be entitled to remedies provided by law and by this lease.

23. Assignment or Sub-letting: LESSEE shall have the right to market and solicit sub-lessees with the approval of the LESSOR. LESSOR shall have approval authority on a new sub-lessee, but such approval shall not be unreasonably withheld

24. Surrender of Lease not a Merger: The voluntary or other surrender of this lease by LESSEE, or mutual cancellation thereof, shall not work a merger.

25. Entry by LESSOR: LESSEE shall permit LESSOR and its agents to enter into and upon said premises at all reasonable times for the purpose of inspecting the same or for the purpose of maintaining the building in which said premises are situated, or for the purpose of making repairs, alterations or additions to any other portion of said building, including the erection and maintenance of such scaffolding, canopies, fences, and props as may be required, or for the purpose of posting notices of nonresponsibility for alterations, additions, or repairs, or for the purpose of placing upon the property in which the said premises are located any usual or ordinary "for Sale" signs, without any rebate of rent and without any liability to LESSEE for any loss of occupation or quiet enjoyment of the premises thereby occasioned; and shall permit LESSOR and its agents, at any time within ninety (90) days prior to the expiration of this lease, to place upon said premises any usual or ordinary "to let" or "to lease" signs and exhibit the premises to prospective tenants at reasonable hours.

26. Compliance with Governmental Regulations: LESSEE shall, at LESSEE's sole cost and expense, comply with all of the requirements of all Municipal, State and Federal Authorities now in force, or which may hereafter be in force, pertaining to the said premises, and shall faithfully observe in the use of the premises all Municipal ordinances and State and Federal statutes now in force or which may hereafter be in force. If there are permit requirements of the City of Winters LESSOR shall bear all costs of obtaining said permits, including processing fees, permit fees, parking in-lieu fees, and any other costs and expenses, excluding any building permit fees, incurred in obtaining said permits. LESSEE shall not be liable to LESSOR for any failure to obtain permits from the City of Winters.

27. Free from Liens: LESSEE shall keep the demised premises and the property in which the premises are situated, free from any liens arising out of any work performed, materials or obligations incurred by LESSEE.

28. Remedies of Owner on Default: In the event of any breach of this lease by LESSEE, then LESSOR besides other rights or remedies it may have, shall

have the immediate right of re-entry and may remove all persons and property from the premises; such property may be removed and stored in a public warehouse or elsewhere at the cost of, and for the account of LESSEE. Should LESSOR elect to re-enter as herein provided, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may either terminate this lease or it may from time to time, without terminating this lease, re-let said premises or any part hereof for such term or terms (which may be for a term extending beyond the term of this lease) and at such rental or rentals and upon such other terms and conditions as LESSOR in its sole discretion may deem advisable with the right to make alterations and repairs to said premises; upon each such re-letting (a) LESSEE shall be immediately liable to pay to LESSOR, in addition to any indebtedness other than rent due hereunder, the cost and expenses of such re-letting and of such alterations and repairs, incurred by LESSOR, and the amount, if any, by which the rent reserved in this lease for the period of such re-letting (up to but not beyond the term of this lease) exceeds the amount agreed to be paid as rent for the demised premises for such period on such re-letting; or (b) at the option of LESSOR rents received by LESSOR from such re-letting shall be applied: first, to the payment of any indebtedness, other than rent due hereunder from LESSEE to LESSOR; second, to the payment of any costs and expenses of such re-letting and of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by LESSOR and applied in payment of future rent as the same may become due and payable hereunder. If LESSEE has been credited with any rent to be received by such re-letting under option (a), and such rent shall not be promptly paid to LESSOR by the new tenant, or if such rentals received from such re-letting under option (b) during any month be less than that to be paid during that month by LESSEE hereunder, LESSEE shall pay any such deficiency to LESSOR. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by LESSOR shall be construed as an election on its part to terminate this lease unless a written notice of such intention be given to LESSEE or unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, should LESSOR at any time thereafter elect to terminate this lease for any breach, in addition to any other remedy it may have, it may recover from LESSEE all damages it may incur by reason of such breach, including the cost of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from LESSEE to LESSOR. LESSOR shall additionally have the right, pursuant to Civil Code Section 1951.2 upon breach and termination to recover from LESSEE the worth at the time of the award of the amount by which the unpaid rent which would have been earned after termination until the time of the award exceeds the amount of such rental loss that the LESSEE proves could have been reasonably avoided.

29. Time: Time is of the essence of this lease.

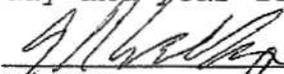
30. Integration: This lease represents the entire agreement between the parties hereto and there are no collateral oral agreements or understandings.

31. Arbitration: In the event of any dispute between LESSOR and LESSEE relevant to the construction or interpretation of this lease, they shall each select an arbitrator, the two arbitrators so selected shall select a

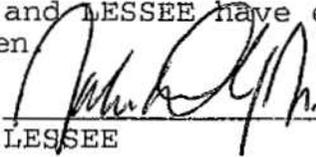
third arbitrator and the three arbitrators so selected shall hear and determine the controversy and their decisions thereon shall be final and binding upon both LESSOR and LESSEE, who shall bear the cost of such arbitration equally between them.

32. Lease Provisions: If any paragraph, term, or clause hereof is unenforceable the remaining provisions of this lease shall nevertheless remain full effective.

IN WITNESS WHERE, LESSOR and LESSEE have executed these presents, the day and year first above written.

  
\_\_\_\_\_

LESSOR

 1-28-09  
\_\_\_\_\_

LESSEE

  
\_\_\_\_\_

LESSOR

## EXHIBIT B

### Winters Visitors Center Concept Plan and Performance Expectations

The Winters Visitor Center is meant to serve as a key "destination" resource to help advance the Winters "brand". The concept is pretty simple, to provide a location and concept to serve visitor attraction and interest in the many facets of Winters, including Downtown, agri-tourism, Lake Berryessa and the surrounding area.

Some of the main goals of the Center will be to:

- Serve as an information resource through displays, web based advertisement, interactive multi-media and personalized interaction.
- Be the "concierge" of Winters. Helping visitors connect with destination activities and businesses. A high level of customer service which places people in activities and contacts to make an "ultimate Winters experience". The Visitors Center will be a visitors "insider", making the calls to wineries, ranches and attractions for those special experiences which abound in our area.
- Sell the Winters "brand". The idea of marketing food, wine, recreational amenities, destination businesses, environmental stewardship and the overall locale.
- The ultimate information resource. Inform residents, potential businesses and visitors on the many projects being advanced within Winters. From the Library and Public Safety Center to available commercial spaces, the Center will be ready to answer any question posed by potential contacts. Answering the questions of what to do, where to go and what is going on and when.
- Operate a Winters Product Store, selling products from Winters including fruits and nuts to honey, jerky, olive oil and tee shirts. Basically, "Winters stuff". Products sold here will not include crafts, novelties or products which can be purchased in galleries.

The Visitors Center will include the following elements:

- An interactive multi-media aspect to include video, advertisements for Winters destinations and key projects occurring in the area.
- Winters Product Store.
- **VisitWinters.com**, a website featuring the many destinations of Winters.
- The Winters Concierge Desk.

Generally, it is expected that the Visitor Center will become a hub of marketing for the Winters Downtown and business community. Additionally, the Visitor Center will examine opportunities for collaboration with Capay Valley Vision to explore cross marketing "Western Yolo County".

## Contract:

The following parameters will be included in the contract:

- Visitor Center Development to include:
  - Working with the Agency to develop an overall business plan. Examination of revenue and business opportunities which will maximize both the value of the Center for the Greater Winters Area and potentially generate revenues to offset expenses.
  - Contacting local destination businesses to locate their information in the Center.
  - Work with Lake Berryessa concessionaires to market the resorts from this location.
  - Development of an agri-tourism program and “Winters Experiences”. This will include packaged tours for persons to maximize their overall experience of the Winters area.
  - Content development for the center. Working with the CDA and the entire area to keep the visitors center fresh and current from businesses to activities occurring. The Center will be the hub of all information about Winters.
  - Collaboration with Capay Valley Vision for cross marketing of Western Yolo County.
- Staffing the concierge desk and providing information to visitors and residents. This will require energetic persons ready to present a positive impression for Winters. This will include:
  - Greeting and engaging visitors to help them get information they need and offering suggestions on destinations to visit.
  - Making reservations and calls for visitors to get them into areas in the Winters area.
  - Exceptional customer service is a must.
- Content development for the multi-media, website and marketing aspects. This will include working with the City to develop videos and interactive media to inform visitors about the area. Other media can include brochures, printed post cards, etc.
- Additional lease terms:
  - Any expense of the relocation of the Chamber office in the Community Center to 11 Main Street (e.g., personal property, furniture, files) will be assumed by the Winters Chamber of Commerce.
  - The Winters Chamber of Commerce will occupy approximately 120 – 150 square feet of the 11 Main Street location as a designated Winters Chamber of Commerce business office.
  - The Winters Chamber of Commerce will continue to be an independent non-profit organization operating under its bylaws and conforming to standard operating procedures for such an entity. No joint venture, partnership, or other legal connection is created by this sub-lease.

- The Winters Chamber of Commerce will be provided sufficient space on the interior and exterior of 11 Main Street for signage and identification.
- Except as specifically provided for in the Sub-Lease, the Agency will pay for, and hold Sub-Tenant harmless from, the rent due under the Master Lease, or any extension thereof.
- The Agency will pay and be responsible for all utility costs required for 11 Main Street, including gas, electricity, water, sewer, and garbage service. The Winters Chamber of Commerce will be responsible for the normal operating costs of telephone service, computer service, FAX service and similar costs.

**Performance Objectives:**

1. Business Plan, Budget and Strategy for the Center- Due August, 2009. The business plan should outline a thorough strategy on operations, marketing and business development for the Center and the Winters Community.
2. Local Destination Information (including Lake Berryessa)- Inventory and opportunity list to be marketed in the Center. September, 2009
3. Agri-Tourism Program- 12 "Experiences" tours/packages established by January, 2010.
4. Content Development- Working within the parameters of the website and advertising cards, fill no less than 20 units by January, 2010.
5. Staffing- To commence in July, 2009.

**Winters Product Store:**

The Winters Product Store is viewed as both a revenue and marketing opportunity. The sale of merchandise will provide an offsetting revenue to the Agency which will go toward the lease, marketing and reduced subsidy.

- Operation of the Winters Product Store will include:
  - Development of a business plan for the store.
  - Contacting area producers and generating product for the location.
  - Display development and preparation of marketing concepts.
  - Sales of product.

**Performance Objectives:**

1. Product Development- Working with local farms and purveyors to develop a wide variety of merchandise, including agricultural products and Winters novelties. The store will not serve as satellite or competitor with local merchants (arts, crafts, etc.)- Store should commence with opening.
2. Goal- No less than 30 products within the store.

**Conditions: Operation:**

- Agency will approve all products, media and content of the Visitors Center.
- The Chamber would be required to work in concert with the CDA on all activities involving the Center.
- Quarterly reports on the Winters Product Store.
- Chamber business can be operated from the location, within agreed upon parameters between both parties.

**Contract Parameters:**

- Contract rate of \$2,400 per month.
- 48 to 53 hours per week staffing of the Center
- Revenues from the Winters Product Store and Winters Visitors Center operations will be collected by the Winters Chamber of Commerce and deposited into a separate account to be used solely to offset any or all operating costs of the Winters Visitors Center.
- Adherence to the Visitor Center Concepts outlined above.