



Winters City Council Meeting  
City Council Chambers  
318 First Street  
Tuesday, August 6, 2013  
6:30 p.m.  
**AGENDA**  
(pp 1-4)

*Members of the City Council*

*Cecilia Aguiar-Curry, Mayor  
Woody Fridae, Mayor Pro-Tempore  
Harold Anderson  
Wade Cowan  
Bruce Guelden*

*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, July 16, 2013 (pp 5-9)
- B. Parade Permit Application Submitted by David & Melissa Borges (pp 10-13)
- C. Resolution 2013-25 Confirming Delinquent Utility Bills (pp 14-16)
- D. Consultant Services Agreement with Fraser & Associates for Hotel Fiscal Analysis (pp 17-23)
- E. Consultant Services Agreement with Consero Solutions for Project Management Services (pp 24-30)

### PRESENTATIONS

Plaques of Appreciation for Planning Commissioners Richard Kleeberg and Joe Tramontana

### DISCUSSION ITEMS

- 1. Bellevue North 250 LLC Annexation – Workshop (pp 31-37)
- 2. Public Hearing and Second Amendment to the Previously Approved Development Agreement for Development of the Property Commonly Known as the Hudson-Ogando Property (pp 38-54)
- 3. Public Hearing and Second Amendment to the Previously Approved Development Agreement for Development of the Property Commonly Known as Callahan Estates (pp 55-71)
- 4. Appointment of City Park Rehabilitation Committee to Study and Provide Input on Recommended Improvements for the Rehabilitation of City Park (pp 72-86)
- 5. Membership to the Yolo Natural Heritage Program Joint Powers Authority (pp 87)

---

CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY

1.

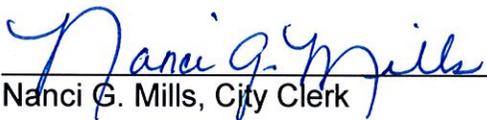
---

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the August 6, 2013 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 August 1, 2013, 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) 794-6701. 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 Hall – Finance Office - 318 First Street*

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

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

Wednesday at 10:00 a.m.

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



**Minutes of the Winters City Council Meeting  
Held on July 16, 2013**

Mayor Aguiar-Curry called the meeting to order at 6:30 p.m.

**Present:** Council Members Harold Anderson, Wade Cowan, Woody Fridae, Bruce Guelden, and Mayor Cecilia Aguiar-Curry  
**Absent:** None  
**Staff:** City Manager John Donlevy, City Attorney John Wallace, City Clerk Nanci Mills, Environmental Services Manager Carol Scianna, Public Works Superintendent Eric Lucero, Building Official Gene Ashdown, Project Manager Jim Keating, and Management Analyst Tracy Jensen.

Stephanie Carbahal led the Pledge of Allegiance.

**Approval of Agenda:** City Manager Donlevy said there were no changes. Motion by Council Member Cowan to move Discussion Item #2, Wastewater Services Monthly Update, to Discussion Item #1. Motion seconded by Council Member Council Member Fridae. Motion carried unanimously.

**COUNCIL/STAFF COMMENTS**

**PUBLIC COMMENTS:** Winters resident Cecilia Reyes said crossing Grant Avenue is dangerous and a pedestrian crossing is needed on Grant Avenue between Round Table and Lorenzo's Market. Jaime Rodarte, 305 Edwards Street, requested a street light between 3<sup>rd</sup> and 4<sup>th</sup> Streets.

**CONSENT CALENDAR**

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, July 2, 2013
- B. Resolution No. 2013-23, A Resolution of the City Council of the City of Winters Approving an Agreement for Provisions of

- Professional Consulting Services to the City of Winters by AK & Company for SB90 State Mandated Cost Reimbursement in the Amount of \$3,000.00
- C. Morgan Estates Subdivision (10/1988) - Acceptance of Irrevocable Offer of Dedication
  - D. 426 Cottage Circle (Guadalupe Arroyo) – Acceptance of Offer by Buyer
  - E. Request for Street Closure – Jeff Falyn, Nature’s Theater

City Manager Donlevy gave a brief overview. Motion by Council Member Anderson, second by Council Member Fridae to approve the consent calendar. Motion carried unanimously.

### DISCUSSION ITEMS

1. Wastewater Services Monthly Update

Jim Keating, Severn Trent Project Manager, summarized the June, 2013 Log of Operations report.

2. Public Hearing and Consideration of Resolution No. 2013-24, A Resolution of the City Council of the City of Winters Setting Water and Wastewater Rates for 8/1/13-6/30/18

Environmental Services Manager Carol Scianna gave a power point presentation and introduced Greg Clumpner, a consultant from NBS Government Finance Group who explained how the proposed tier system penalizes excessive water users. Due to Proposition 218, many cities are switching from single tiers to multiple tiers, some with as many as five tiers.

Mayor Aguiar-Curry opened the public hearing at 7:50 p.m.

Leslie Cliché, 723 Lupine Way, works for the City of Vacaville in the utilities department and said Vacaville residents are billed for their water consumption based on tiered system that is fair and equitable and is based on usage.

John Pickerel, 488 Main Street, inquired about commercial rates and when benchmarking against Woodland, the rate is three times as much in Woodland and said that Winters is the deal.

Miguel Rodriguez, 1116 Washington Avenue, requested that the water rates not be raised.

Heather Moore, 1104 Almeria Avenue, said it wasn't fair to allow their yards to turn brown or die in the heat. She waters her front and back yard for 15-20 minutes each day, which is already expensive to keep it looking nice. Please don't make it harder than it already is – keep the rates low. (Statement read by Mayor Aguiar-Curry)

Ralph Gutierrez, 107 Orchard Lane, said with five residents in their home, they qualify for low income and can't afford the new rates. He suggested the City place a 50% tax on those employees earning \$80,000 or more.

Leslie Carbahal, 606 Snapdragon Street, said she understands that adequate revenues are not being received, but there has been no other discussion on anything other than tiered rates. There has been no discussion about the setting of tiered rates based on lower level of use other than the drive for conservation. She said she sees the stick, but not the carrot and said further investigation is needed.

Stan Gale, 15 Edwards Street, suggested the City consider the square footage of the property. Based on two 6,000 sq. ft. lots vs. one 12,000 sq. ft. lot, the smaller lot would only get half of the units of water, which is unjust.

Mona Biasi, 400 Edwards Street, said the yards that are allowed to turn brown affects the quality of life. She understands the need for an increase for maintenance and infrastructure. She also understands conservation, but wants more time and more notice to plan for the time of year to plant. This increase is being proposed at the wrong time of the year. Those paying the highest-tiered rate is subsidizing everyone else. A more equitable plan would be appropriate.

Jeff Tenpas, 24 E. Main Street, said the water rates are not a fee for services but a built-in, hidden tax increase that voters are not getting the opportunity to vote on, with the allocated costs being applied to varying funds.

Mayor Aguiar-Curry read into record protests to the proposed rate increases by Nicholas and Catherine Jimenez and Luis Rios.

Bill Biasi, 400 Edwards Street, said residents are passionate about this issue based on the number of residents in attendance. Mr. Biasi has a large lot and takes pride in his green yard, which adds to the quality of life in Winters. When meters were installed, there was a dramatic increase of brown lawns. Many residents, who will let their yards die and stay brown, are being asked to consider a rate increase at the hottest time of the year, which is unfair. The proposed changes take time and money and Mr. Biasi does not support the tiered system. Everyone should pay the same rate for usage, where money can be saved by conserving. Based on the proposed tier system, 20% of the users will bear the increase. If the base rate was increased, it would affect everyone equally. If the rates must be raised using the tiered system, a six-month period with billing

examples should be considered. Commercial users are paying the same rate – what incentive do they have? He suggested that Council table the topic until more information is collected.

Bruno Pitton, 623 Snapdragon Street, said residential users should not subsidize commercial users and asked where the incentive was to conserve. There should be a fair rate for everyone.

Mayor Aguiar-Curry closed the public hearing at 8:18 p.m.

Motion by Council Member Fridae to direct staff to bring back a higher base rate and look at a two tier structure as opposed to a three tier structure, and asked City staff to perform community outreach. Motion seconded by Council Member Cowan. Motion carried unanimously.

City Attorney Wallace asked Greg Clumpner of NBS to come back to the August 20<sup>th</sup> City Council meeting, where he will provide some options and said a higher fixed rate will result in less volume charges.

### 3. Appointment to Planning Commission

Council Member Guelden reported that nine applications were received to fill the four vacancies on the Planning Commission, interviews were conducted and the Planning Commission Interview Committee, consisting of Council Members Cowan and Guelden, would like to present their recommendation to Council.

Motion by Council Member Guelden, second by Council Member Cowan to recommend the following applicants to a four-year term on the Planning Commission: Dave Adams, Pierre Neu, Lisa Baker and Kate Frazier.

Council Member Fridae said some people have been involved in the community and want to be involved in the process. Sally Brown and Richard Kleeberg are both involved in the community, aren't afraid to ask the hard questions and want what is best for the City. Richard also brings legal expertise and we need that kind of perspective. Council Member Fridae, who opposed the motion, requested a roll call vote:

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

Motion carried 4-1.

---

**CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS  
COMMUNITY DEVELOPMENT AGENCY**

1.

---

**CITY MANAGER REPORT:** The Investment and Treasurer Reports are closing out the last fiscal year and moving into the current fiscal year. Recently met with the project team to ramp up the proposed PG&E project, perform some public outreach, and develop an overall strategy. This is an exciting project, a high-tech educational institution with more information to follow. David Morrison of the Planning and Public Works department has been identified as the lead for Yolo County. The groundbreaking ceremony for the bridge project will be in mid-August and staff is open to ideas about retaining and displaying sections of the old bridge. The old plaques on the bridge will be re-installed on the new bridge and they will try to complete the construction of the temporary bridge this year.

**INFORMATION ONLY**

1. April 2013 Investment Report
2. April 2013 Treasurer Report

**ADJOURNMENT:** Mayor Aguiar-Curry adjourned the meeting at 9:21 p.m.

---

Cecilia Aguiar-Curry, MAYOR

ATTEST:

---

Nanci G. Mills, City Clerk



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers  
**DATE :** August 6, 2014  
**THROUGH:** John W. Donlevy, Jr., City Manager  
**FROM:** Nanci G. Mills, Director of Administrative Services  
**SUBJECT:** Parade Permit for David & Melissa Borges

---

**RECOMMENDATION:** Staff is recommending the approval of the Application for Parade Permit submitted by Winters residents David and Melissa Borges. The parade route is from 304 Creekside Way to 511 Main Street, Saint Anthony's Catholic Church, and on to 4301 Putah Creek Road, Winters.

**BACKGROUND:** The wedding procession is scheduled to take place on Saturday, August 24, 2013 between the hours of 11:30 a.m. to 2:00 p.m. Following the marriage ceremony at St. Anthony's Church, the procession will proceed to 4301 Putah Creek Road for the wedding reception. The applicants will be traveling in an open carriage, followed by approximately one dozen riders on horseback. The applicants have agreed to obey all traffic laws while traversing on the public right-of-ways and will clean up any solid waste deposited by the horses.

**FISCAL IMPACT:** Winters Police Department will be requested to provide one patrol car to be made available to lead the procession unless diverted to a priority call.

Tracy  
795 4910 x 102



PARADE PERMIT APPLICATION

Today's Date: 7/1/13 Date & Time of Parade: 11:30am 2:00pm 8/24/13

Name of Organization: N/A Contact Person: Melissa & David Borges

Phone Number & Email: (530) 400-8228 Melidavid.Borges@gmail.com

Purpose of Parade: Wedding 902-74001

Type of Conveyance: Carriage / Horses

Number of People or Entries Enrolled: 15

Type of Safety Measures Provided (barricades, etc): Carriage Follows traffic Rules, Carriage has stop lights, Horses follow carriage.

City Services Requested: NONE

\*\* Attach map with proposed route of parade

Applicant Signature Melissa Borges, David Borges

CITY USE ONLY

Fire Signature: A. Marshall 07-17-13

Police Signature: [Signature]

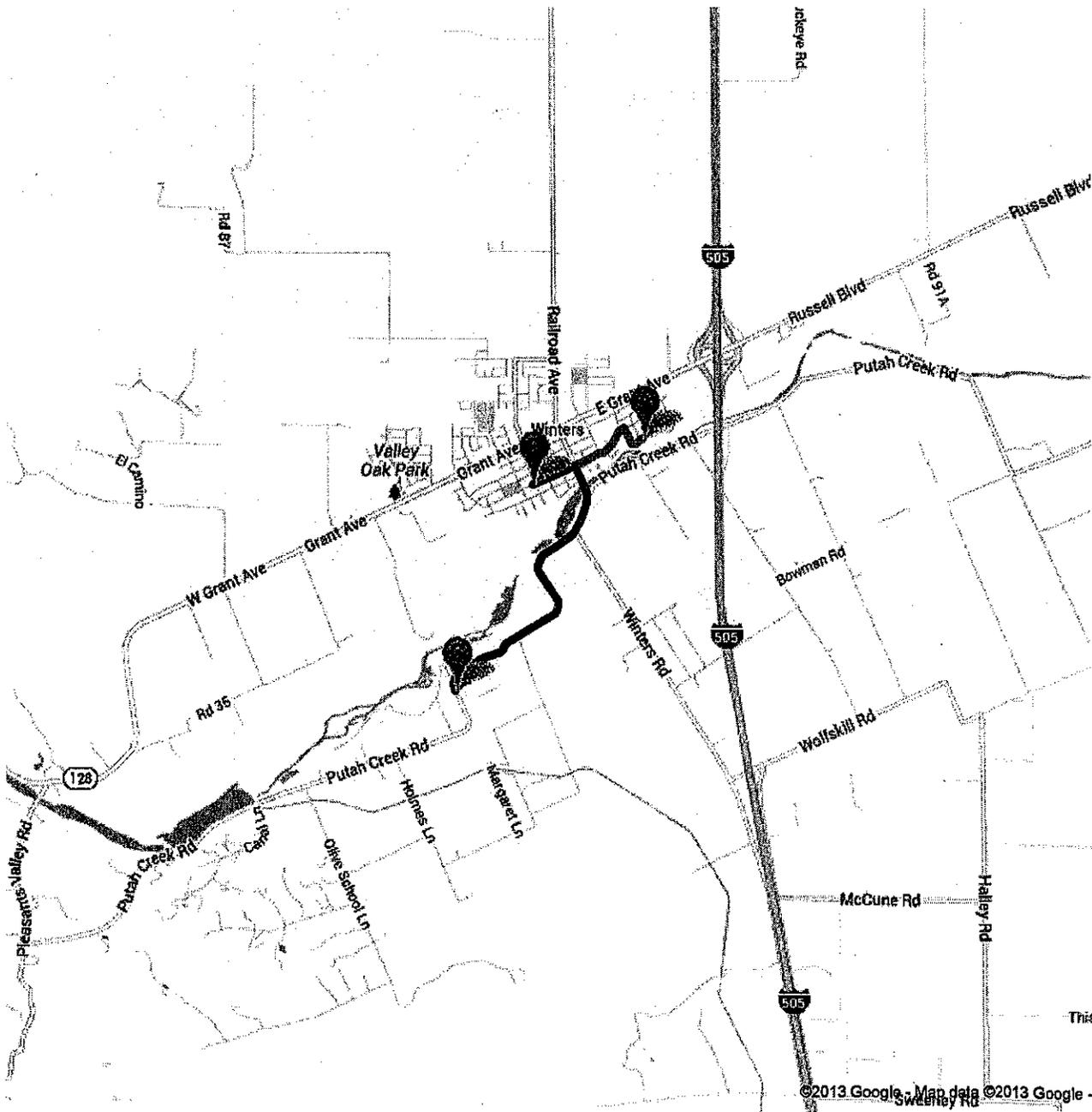
APPROVED or DENIED by City Council on (date) \_\_\_\_\_

NOTES: \_\_\_\_\_

REV 042913



Directions to 4301 Putah Creek Rd, Winters, CA 95694  
3.0 mi – about 9 mins



 304 Creekside Way, Winters, CA 95694

- 
- 1. Head west on **Creekside Way** toward **Toyon Ln** go 0.2 mi  
total 0.2 mi
  -  2. Turn left onto **E Main St** go 200 ft  
total 0.2 mi
  -  3. Turn left to stay on **E Main St**  
Destination will be on the right  
About 3 mins go 0.6 mi  
total 0.8 mi

**Total: 0.8 mi – about 4 mins**

 **Saint Anthony Catholic Church**  
511 Main St, Winters, CA 95694

total 0.0 mi

- 
- 4. Head northeast on **Main St** toward **3rd St**  
About 1 min go 0.3 mi  
total 0.3 mi
  -  5. Turn right onto **Railroad Ave** go 446 ft  
total 0.4 mi
  - 6. Continue onto **Winters Rd** go 0.1 mi  
total 0.5 mi
  - 7. Continue onto **Putah Creek Rd**  
Destination will be on the right  
About 3 mins go 1.7 mi  
total 2.1 mi

**Total: 2.1 mi – about 5 mins**

 4301 Putah Creek Rd, Winters, CA 95694

These directions are for planning purposes only. You may find that construction projects, traffic, weather, or other events may cause conditions to differ from the map results, and you should plan your route accordingly. You must obey all signs or notices regarding your route.

Map data ©2013 Google

Directions weren't right? Please find your route on [maps.google.com](http://maps.google.com) and click "Report a problem" at the bottom left.



CITY COUNCIL  
STAFF REPORT

TO: Honorable Mayor and Councilmembers  
DATE: August 6, 2013  
THROUGH: John W. Donlevy, Jr., City Manager  
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*  
SUBJECT: Resolution 2013-25 Confirming Delinquent Utility Bills

---

**RECOMMENDATION:**

Staff recommends that the City Council approve Resolution 2013-25 A Resolution of the City Council of the City of Winters Confirming Delinquent Utility Bills.

**BACKGROUND:**

The City of Winters bills each property owner for water, sewer and municipal services tax on a monthly basis. The Finance Department has procedures in place to collect charges that are not paid on a timely basis., This resolution allows for the unpaid amounts to be placed on the property owner's property as a lien, and be assessed to the property owner on the property tax bill issued by the County of Yolo. Past due amounts are collected by the County of Yolo at the time property taxes are paid, and then remitted to the City of Winters, thereby preventing accounts from becoming uncollectible.

**FISCAL IMPACT:**

None

**RESOLUTION 2013-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS  
CONFIRMING DELINQUENT UTILITY BILLS**

**WHEREAS**, the City of Winters provides utility services within the city limits;  
and

**WHEREAS**, the Municipal Code of the City of Winters by its terms provides that the owners of the respective real properties are the recipient of said services, and liable for the costs therefor; and

**WHEREAS**, several of said property owners have failed to pay for said utility services;

**NOW THEREFORE**, the City Council of the City of Winters does hereby resolve as follows:

The City of Winters has delinquent accounts regarding the accounts and in the amounts included on Attachment A.

**PASSED AND ADOPTED** by the City Council, City of Winters, this 6th day of August 2013 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

\_\_\_\_\_  
Cecilia Aguiar-Curry, Mayor

ATTEST:

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

City of Winters  
Resolution 2013-25  
Attachment A

Parcel	Amount
003-472-009	211.97
003-424-024	290.33
003-410-015	656.87
003-404-009	600.80
003-370-039	733.70
003-154-002	634.50
038-190-053	236.20
003-160-041	618.15
003-393-005	554.82
003-341-029	562.81
003-403-020	934.79
003-154-010	1,250.75
038-205-005	451.72
003-410-032	507.27
003-274-006	523.85
030-392-007	705.67
030-371-009	577.87
003-471-017	634.77
003-441-016	420.34
003-441-014	674.53
003-441-006	741.58
038-201-014	577.84
003-380-025	289.47
003-360-015	1,231.70
003-330-020	350.00
003-492-030	317.17
003-462-001	288.85
003-173-011	471.82
003-423-011	458.64
003-424-028	428.88
030-381-006	435.83
003-272-003	538.08
003-153-017	463.98
003-466-009	453.85
003-492-031	348.92
003-392-013	481.57
003-276-010	413.17
003-450-009	393.96
003-480-036	172.47
003-480-043	784.10



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Consultant Services Agreement- Hotel Fiscal Analysis-Fraser & Associates

---

**RECOMMENDATION:**

That the City Council approve a Consultant Services Agreement with Fraser & Associates for Hotel Fiscal Analysis Services.

**BACKGROUND:**

The City of Winters currently is working on two hotel projects; the Downtown Hotel and an “in development” project which would be located near the I505. Both projects will require a technical fiscal analysis to determine possible City participation from either an infrastructure or fiscal standpoint.

**DISCUSSION:**

Fraser & Associates is a premiere consultant for redevelopment and fiscal consulting within the State. A key resource is their in-depth knowledge of the hotel industry and the ability to critically analyze financial pro-forma’s for specified projects.

At this point of the overall project development and negotiation for either of these projects, the City will require this expertise in moving the projects forward for possible development agreements and presentation for consideration by the City Council.

**FISCAL IMPACT:**

Project analysis costs are estimated at \$10,000.



**CONSULTANT SERVICES AGREEMENT  
AGREEMENT No. 010-13**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and Fraser & Associates (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City hotel fiscal analysis services as described in Exhibit "A", which is the CONSULTANT'S Proposal dated July 10, 2013. Consultant shall provide said services at the time, place, and in the manner specified by the Consultant's proposal, which includes the scope of work and proposed compensation, or Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "A". Fraser and Associates will remain on-call and will be under the direction of City Manager John W. Donlevy, Jr. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

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

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

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

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

CONSULTANT

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

ATTEST:

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

**FA FRASER & ASSOCIATES**

**Redevelopment and Financial Consulting**

---

225 Holmfirth Court  
Roseville CA 95661

Phone: (916) 791-8958  
FAX: (916) 791-9234

July 10, 2013

Mr. John Donlevy, Jr.  
City Manager  
City of Winters  
318 First Street  
Winters, CA 95694

**Dear Mr . Donlevy**

At your request, Fraser & Associates is pleased to provide this proposal to assist the City of Winters with the financial analysis of the proposed hotel development project in the downtown area. The proposal includes the following scope of work, and proposed compensation.

**Scope of Services**

Fraser and Associates will assist in the evaluation of the proposed projects feasibility and build a financial pro-forma to evaluate the following to the extent required by the proposed project:

- Project Sources and Uses Analysis
- Overall Income and Return Analysis
- Projects Financing Options
- Developer Financial Qualifications

In addition to preparation of the documents listed above, Fraser and Associates can attend meetings concerning the proposed project to include assistance in negotiation of the provisions of development agreements.

**Compensation**

Services shall be compensated on a time and materials basis in conformance with the following rate schedule.

President	\$200 per hour
Associate	140 per hour
Secretarial/Administrative	70 per hour

Fraser & Associates shall also be compensated for expenses incurred in the performance of services to the Agency. Expenses include, but are not limited to: authorized travel; mileage at the current IRS rate per mile; copy expenses; shipping and messenger services; long distance phone calls; and other similar expenses.

We are requesting an initial budget authorization of \$10,000 to provide the scope of services outlined above, inclusive of expenses. We expect that the pro-forma review should run around \$5,000, and will apply the balance of the requested budget toward the negotiation process. Depending on the time it takes for that process, and the various updates to the financial analysis, we may need to receive authorization to incur additional costs.

Fraser & Associates appreciates the opportunity to submit this project scope and looks forward to working with you. Please let me know if you have any questions.

Sincerely,



Donald J. Fraser

## EXHIBIT "C"

### GENERAL PROVISIONS

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

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

(a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.

(b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.

(c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.

(d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

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

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest

in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

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

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager *[Signature]*  
**SUBJECT:** Consultant Services Agreement- Project Management Services- Consero

---

**RECOMMENDATION:**

That the City Council approve an on-call Consultant Services Agreement with Consero Solutions for project management services.

**BACKGROUND:**

With the attrition of staff and the prospects that some development may be ramping up within the City, the need for on-call services to assist with project management and implementation may become necessary within the next few months. Specifically on the horizon will be the implementation of subdivision development agreements and possibly an annexation proposal.

**DISCUSSION:**

Consero Solutions is a firm with strong connections within Yolo County and brings a proven track record for project implementation and success. From an organization and management standpoint, they bring qualifications which can be of assistance to the City for a variety of pending projects.

Staff is requesting authorization for an "on-call" contract agreement for project management services. Costs are at \$150 per hour and would be reimbursed mostly from developer reimbursement agreements and on a project by project basis.

**FISCAL IMPACT:**

To be determined based on project by project basis.



**CONSULTANT SERVICES AGREEMENT  
AGREEMENT No. 009-13**

THIS AGREEMENT is made at Winters, California, as of \_\_\_\_\_, by and between the City of Winters ("the CITY") and \_Consero Solutions (CONSULTANT)", who agree as follows:

- 1. **SERVICES.** Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Project Management Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated July 20, 2013. Consultant shall provide said services at the time, place, and in the manner specified by the Proposed 2013-14 Scope of Work for the City of Winters, or Exhibit "A".
- 2. **PAYMENT.** The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "A". Consero Solutions will remain on-call and will be under the direction of City Manager John W. Donlevy, Jr. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".
- 3. **FACILITIES AND EQUIPMENT.** CONSULTANT shall, at its sole cost and expense, furnish all facilities and equipment which may be required for furnishing services pursuant to this Agreement.
- 4. **GENERAL PROVISIONS.** The general provisions set forth in Exhibit "C" are part of this Agreement. In the event of any inconsistency between said general provisions and any other terms or conditions of this Agreement, the other term or condition shall control only insofar as it is inconsistent with general Provisions.
- 5. **EXHIBITS.** All exhibits referred to therein are attached hereto and are by this reference incorporated herein.

EXECUTED as of day first above-stated.

CITY OF WINTERS  
a municipal corporation

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

CONSULTANT

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

ATTEST:

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

*DRAFT***CONSEROSOLUTIONS**

TO: John Donlevy  
City Manager  
City of Winters

FROM: Petrea Marchand  
President  
Consero Solutions

RE: Proposed 2013-14 Scope of Work for City of Winters

DATE: July 20, 2013

**General terms**

This proposal serves as the scope of work for on-call services by Consero Solutions with the City of Winters, including implementation of development agreements.

- Term of contract: 12 months from \_\_\_\_\_, 2013 to \_\_\_\_\_, 2014;
- Rates: \$150/hour (P. Marchand, Founder and President) and \$80/hour (A. Meckstroth, Associate)
- Contract not to exceed \$\_\_\_\_\_.

**Scope of Work****Activities:**

- Implement development agreements, including project management and coordination with city staff;
- Assistance with securing grant or other funding as necessary to implement agreements, build on development agreement efforts, or implement other city priorities;
- Assistance with securing approval from state and federal agencies for city priorities and/or ensuring streamlined coordination between the state government, the federal government, and the City of Winters to achieve city priorities.
- Other activities as assigned by the City Manager.

**Deliverables:**

- Draft set of deadlines and tasks for each development agreement;
- Regular calls with the city manager and city staff to update on progress; and
- Monthly written updates on progress;

## **About Consero Solutions**

Consero Solutions is a consulting firm focused on developing and delivering public policy priorities to benefit local communities and the environment. Consero measures success based on achieving specific priorities, including securing funding for high-priority projects or programs. Consero further believes local communities and organizations are their own best advocates, so strives to support existing efforts – not replace them. Services provided include:

### **Development of State, Regional, and Federal Priorities**

Consero Solutions will help organizations develop a realistic suite of priorities based on input from all levels of your agency or company, as well as outside interests if desired. Consero will develop criteria to evaluate proposals and help recommend priority projects or programs to decisionmakers, including changes to state or federal laws, policies, or regulations.

### **State and Federal Advocacy**

Consero Solutions will advise your organization on strategies to secure outside funding or changes in state or federal laws, policies, or regulations. These strategies could include legislative proposals, funding research, public outreach, or advocacy at the state, regional, or federal level.

### **Natural Resources Problem Solving**

Consero Solutions will assist your organization with efforts to develop creative solutions to complex environmental issues, such as implementation of habitat restoration projects or other natural resources management priorities.

### **Grant Management**

Consero Solutions can help your organization pursue grants to implement or further public policy priorities, including researching available funding opportunities that meet specific needs.

## EXHIBIT "C"

### GENERAL PROVISIONS

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

(2) LICENSES; PERMITS; ETC.. CONSULTANT represents and warrants to CITY that CONSULTANT has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONSULTANT to practice CONSULTANT'S profession. CONSULTANT represents and warrants to CITY that CONSULTANT shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONSULTANT to practice his profession.

(3) TIME. CONSULTANT shall devote such services pursuant to this Agreement as may be reasonably necessary for satisfactory performance of CONSULTANT'S obligations pursuant to this Agreement.

(4) INSURANCE.

- (a) WORKER'S COMPENSATION. During the term of this Agreement, CONSULTANT shall fully comply with the terms of the law of California concerning worker's compensation. Said compliance shall include, but not be limited to, maintaining in full force and effect one or more policies of insurance insuring against any liability CONSULTANT may have for worker's compensation.
- (b) GENERAL LIABILITY AND AUTOMOBILE INSURANCE. CONSULTANT shall obtain at its sole cost and keep in full force and effect during the term of this agreement broad form property damage, personal injury, automobile, employer, and comprehensive form liability insurance in the amount of \$2,000,000 per occurrence; provided (1) that the CITY, its officers, agents, employees and volunteers shall be named as additional insured under the policy; and (2) that the policy shall stipulate that this insurance will operate as primary insurance; and that (3) no other insurance effected by the CITY or other names insured will be called upon to cover a loss covered there under; and (4) insurance shall be provided by an, at least, A-7 rated company.
- (c) PROFESSIONAL LIABILITY INSURANCE. During the term of this Agreement, CONSULTANT shall maintain an Errors and Omissions Insurance policy in the amount of not less than \$1,000,000.
- (d) CERTIFICATES OF INSURANCE. CONSULTANT shall file with CITY'S City Clerk upon the execution of this agreement, certificates of insurance which shall provide that no cancellation, major change in coverage, expiration, or non-renewal will be made during the term of this agreement, without thirty (30) days written notice to the CITY'S City Clerk prior to the effective date of such cancellation, or change in coverage.

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

(6) ASSIGNMENT PROHIBITED. No party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

(7) PERSONNEL. CONSULTANT shall assign only competent personnel to perform services pursuant to this Agreement. In the event that CITY, at its sole discretion, at anytime during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove any such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person or persons.

(8) STANDARD OF PERFORMANCE. CONSULTANT shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONSULTANT is engaged in the geographical area in which CONSULTANT practices his profession. CITY pursuant to this Agreement shall be prepared in a substantial, first-class, and workmanlike manner, and conform to the standards of quality normally observed by a person practicing in CONSULTANT'S profession. CITY shall be the sole judge as to whether the product of the CONSULTANT is satisfactory.

(9) CANCELLATION OF AGREEMENT. This Agreement may be canceled at any time by CITY for its convenience upon written notification to CONSULTANT. CONSULTANT shall be entitled to receive full payment for all services performed and all costs incurred to the date of receipt of written notice to cease work on the project. CONSULTANT shall be entitled to no further compensation for work performed after the date of receipt of written notice to cease work. All completed and uncompleted products up to the date of receipt of written notice to cease work shall become the property of the CITY.

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

(11) INDEMNIFY AND HOLD HARMLESS. CONSULTANT shall indemnify, hold harmless the CITY, its officers, agents and employees from all claims, suits, or actions of every name, kind and description, brought forth on account of injuries to or death of any person or damage to property to the extent arising from or connected with the willful misconduct, negligent acts, errors or omissions, ultra-hazardous activities, activities giving rise to strict liability, or defects in design by the CONSULTANT or any person directly or indirectly employed by or acting as agent for CONSULTANT in the performance of this Agreement, including the concurrent or successive passive negligence of the City, its officers, agents or employees.

It is understood that the duty of CONSULTANT to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code.

Acceptance of insurance certificates and endorsements required under this Agreement does not relieve CONSULTANT from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

(12) PROHIBITED INTERESTS. No employee of the CITY shall have any direct financial interest

in this agreement. This agreement shall be voidable at the option of the CITY if this provision is violated.

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

The City encourages an active affirmative action program on the part of its contractors, consultants, and developers.

When local projects require, subcontractors, contractors, consultants, and developers will solicit proposals from qualified local firms where possible.

As a way of responding to the provisions of the Davis-Bacon Act and this program, contractor, consultants, and developers will be asked to provide no more frequently than monthly, a report which lists the employee's residence, and ethnic origin.

(14) CONSULTANT NOT PUBLIC OFFICIAL. CONSULTANT is not a "public official" for purposes of Government Code §87200 et seq. CONSULTANT conducts research and arrives at conclusions with respect to his or her rendition of information, advice, recommendation or counsel independent of the control and direction of the CITY or any CITY official, other than normal contract monitoring. In addition, CONSULTANT possesses no authority with respect to any CITY decision beyond the rendition of information, advice, recommendation or counsel.



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Bellevue North 250 LLC Annexation- Workshop

---

**RECOMMENDATION:**

That the City Council conduct a workshop with property owners (Bellevue North 250, LLC) regarding the potential annexation of property into the City limits of Winters and provide input regarding planning and annexation process.

**BACKGROUND:**

Bellevue North 250 LLC (Bellevue) is the owner of the approximately 400 acres of property within the adopted Winters Sphere of Influence. A portion of the property has previously been annexed to the City of Winters. The owner is now interested in annexing the remainder of their property (approximately 200 acres) into the City limits. In order to annex, the subject site must be pre-zoned consistent with the adopted land use designations illustrated in the City's General Plan. In addition to the Bellevue Ranch site, an additional property located north of the existing City limits and south of the Bellevue site needs to be annexed to prevent creating an "island". In all, the area to be pre-zoned and annexed to the City is approximately 202 acres.

Bellevue also owns an additional 200+ acres of land located east and west of County Road 89 within the City's sphere and in the City limits. Bellevue is interested in preparing a specific plan for all of their land (approximately 400 acres).

**DISCUSSION:**

Bellevue has requested and opportunity to present before the City Council, a conceptual outline of a process they would follow in pursuing annexation. The outline is attached as

Attachment A to this report.

Also included are the attachments which will be presented which include:

- Arial depicting the entire Bellevue property.
- City Sphere of Influence map.
- City General Plan Designation Map
- City Zoning Map

Jeff Roberts, representing Bellevue North 250 LLC will be presenting the outline to the City Council.

It is requested that the City Council provide input to Bellevue regarding their outline and proposed process.

**FISCAL IMPACT:**

None by this action.

## Jeffrey Roberts

---

**To:** Jeffrey Roberts  
**Subject:** Winters City Council - August 6th, 2013

1. Overview of property owned in the vicinity of Winters, California
  - a. Vicinity Map ( Air Photo )
  - b. Property within existing adopted "Sphere of Influence" ( Approximately 400 acres )
  - c. Property within the existing City Limits ( Approximately 200 acres )
  - d. Property outside the Sphere of Influence and/or City Limits ( Approximately 700 acres )
2. "Specific Planning" Ideas for approximately 400 acres within the Winters Sphere of Influence
  - a. Gain an understanding of planning and infrastructure issues ( City staff, City Consultants, Planning Commission, City Council )
  - b. Gain an understanding of issues important to the residents of Winters ( Informal meetings )
  - c. Gain an understanding of issue important to Public agencies ( Public Scoping sessions and informal meetings )
  - d. Development of a conceptual "Work Plan" for City staff and City Council Review
  - e. Development of a processing timeline
  - f. Development of the "Specific Plan" document
  - g. Environmental Review of the "Specific Plan Project"
3. Next Steps
  - a. City Council authorization for the annexation of approximately 200 acres east of Road 89
  - b. Agreement(s) with the City of Winters for Project Review, Environmental Review, etc.
4. Questions / Answers / Ideas

### Jeffrey T. Roberts

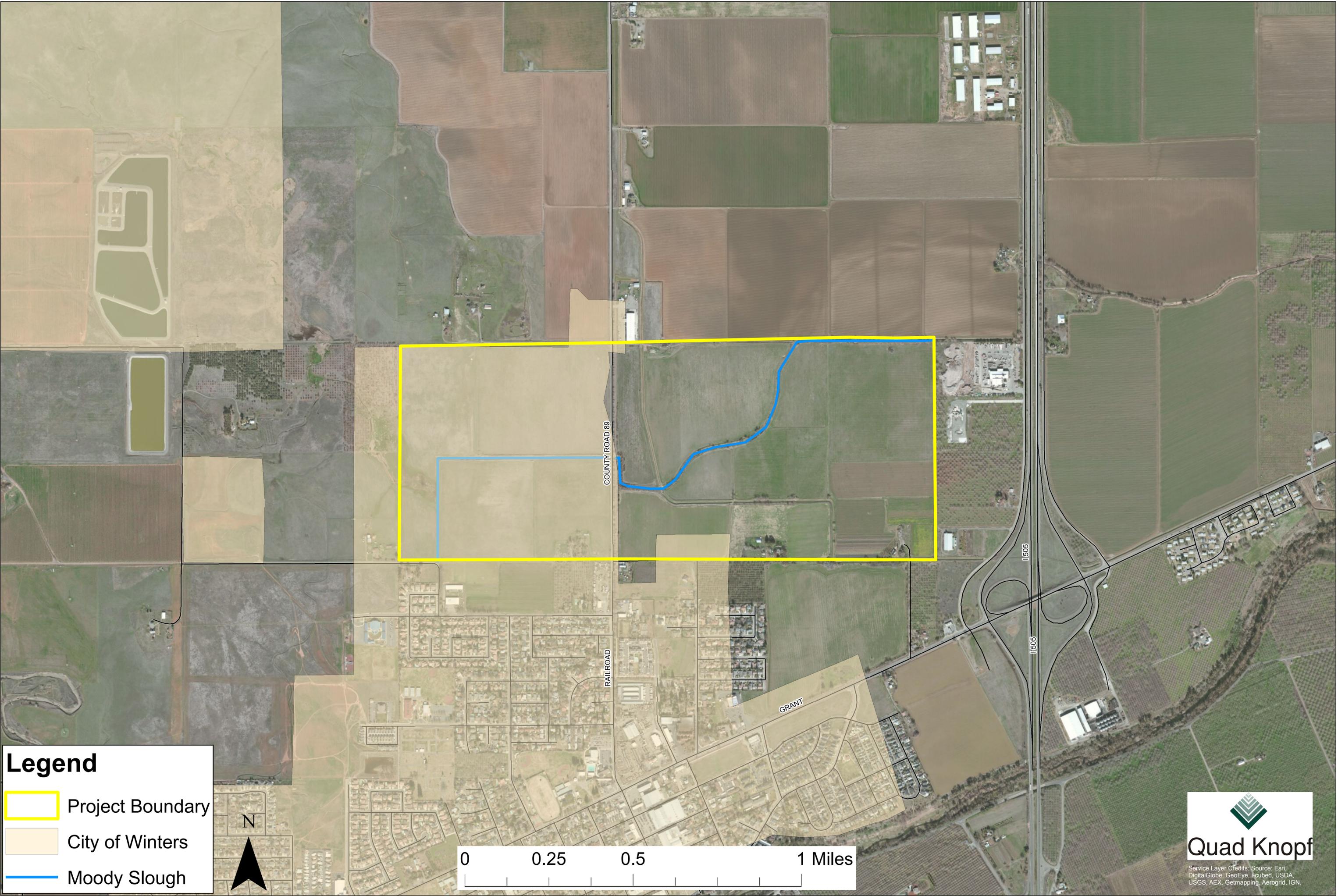
Granville Homes

*Passion, Commitment & Innovation Everlasting.*

1396 W. Herndon Suite 101, Fresno, CA 93711

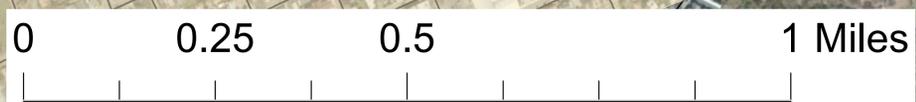
559.436.0900 / fax 559.436.1659 / cell 559.288.0688

Visit us at [www.gvhomes.com](http://www.gvhomes.com) to follow us on facebook® and YouTube®!



**Legend**

-  Project Boundary
-  City of Winters
-  Moody Slough

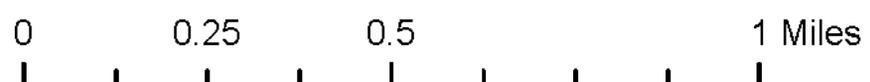
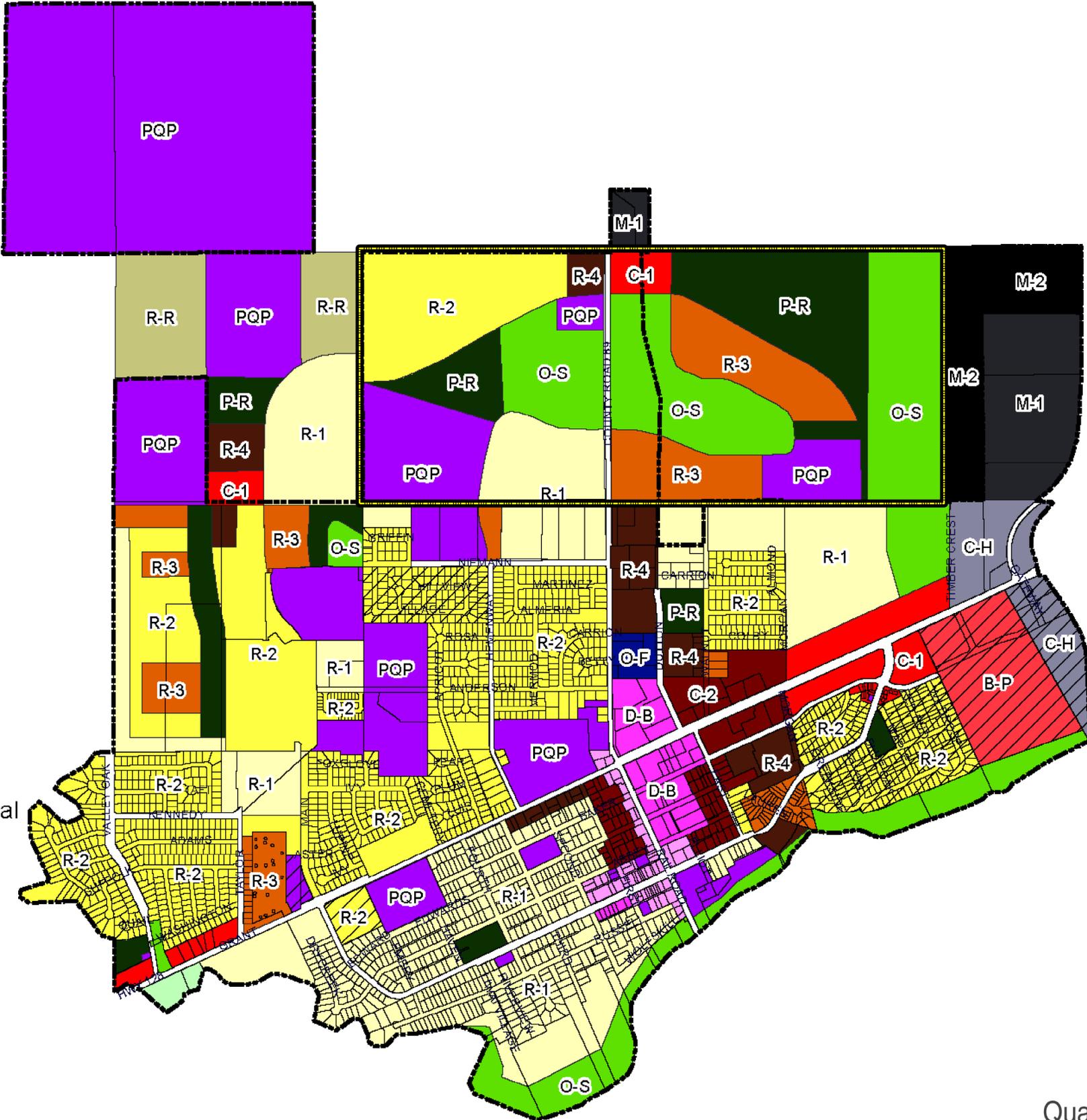




# City of Winters Zoning

## Zoning Districts

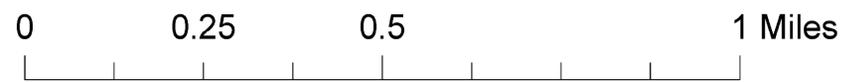
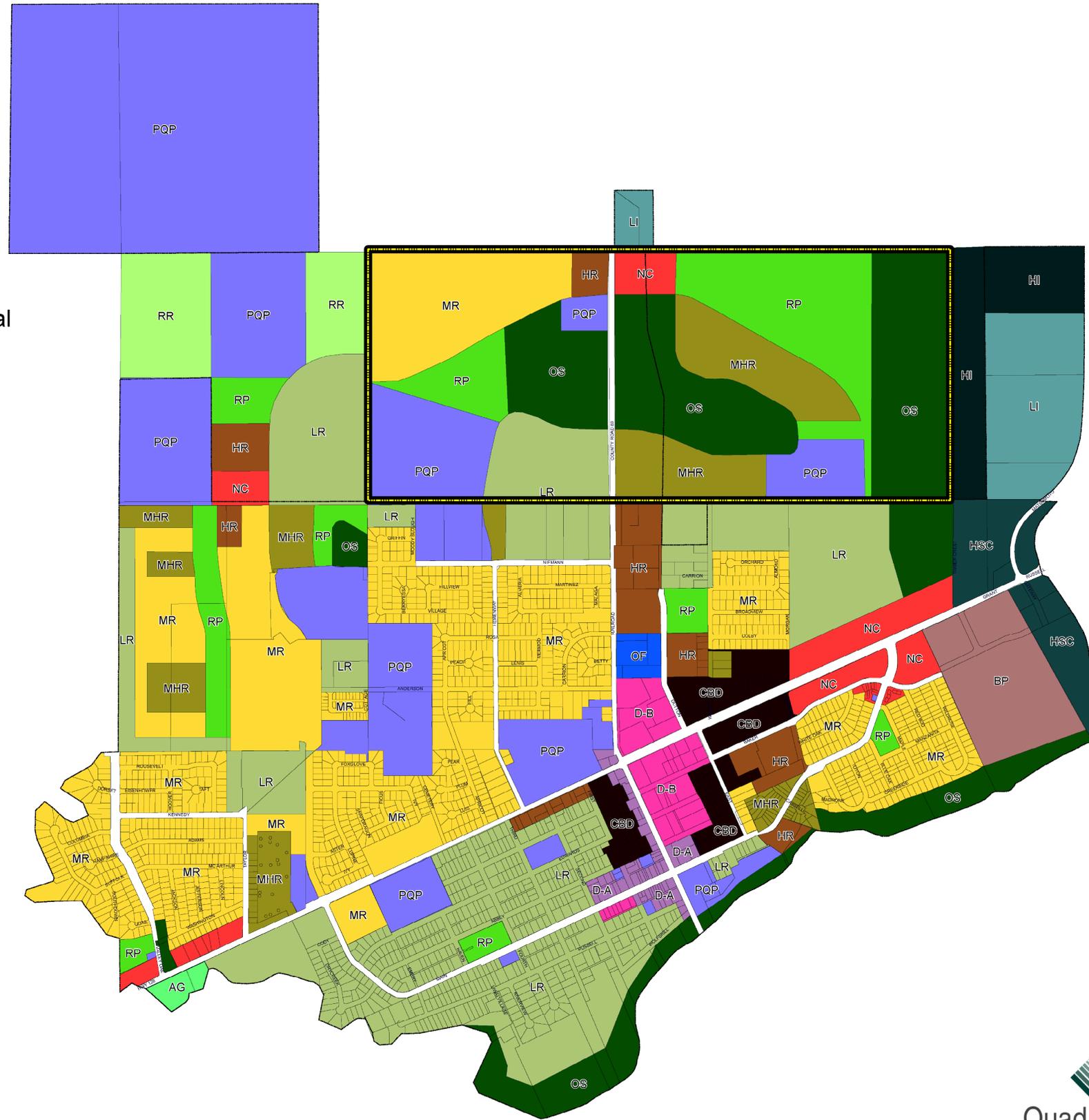
- A-1 General Agriculture
- B-P Business/Industrial Park
- C-1 Neighborhood Commercial
- C-2 Central Business District
- C-H Highway Service Commercial
- D-A Downtown A (FBC)
- D-B Downtown B (FBC)
- M-1 Light Industrial
- M-2 Heavy Industrial
- O-F Office
- O-S Open Space
- P-R Parks & Recreation
- P-QP Public Quasi Public
- R-1 Single Family Residential (7,000)
- R-2 Single Family Residential (6,000)
- R-3 Multi-Family Residential
- R-4 High Density Multi-Family Residential
- R-R Rural Residential
- Planned Development Overlay (PD)
- City Limit



# City of Winters General Plan Land Use Designations

## General Plan Land Use Designations

- AG - Agriculture
- RR - Rural Residential
- LR - Low Density Residential
- MR - Medium Density Residential
- MHR - Medium/High Density Residential
- HR - High Density Residential
- NC - Neighborhood Commercial
- CBD - Central Business District
- HSC - Highway Service Commercial
- D-A - Downtown A (FBC)
- D-B - Downtown B (FBC)
- OF - Office
- BP - Business/Industrial Park
- LI - Light Industrial
- HI - Heavy Industrial
- PQP - Public Quasi Public
- RP - Parks & Recreation
- OS - Open Space
- City Limit



Data Source: Q1-2012 Winters Parcels,  
 Resolution No. 2009-43 (October 13, 2009), Q1-2009  
 Winters Street Centerline  
 08/30/12 - Author: Jenna Moser - Winters GIS



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager *[Signature]*  
**SUBJECT:** Hudson Ogando- Second Amendment to Development Agreement

---

**RECOMMENDATION:**

That the City Council:

1. Receive a Staff Report on a proposed Second Amendment to the Hudson Ogando Subdivision;
2. Conduct a Public Hearing;
3. Re-Affirm the previously certified and approved CEQA clearance for the Hudson Ogando Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-56) adopted on November 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and
4. Approve the second amendment to the previously approved Development Agreement for development of the property commonly known as the Hudson-Ogando Property between the City of Winters and Turning Point Acquisitions V, LLC is being proposed, pursuant to Government Code sections 65864 through 65869.5 in order to extend the term of the agreement; amend the phasing, affordable housing and park obligation requirements; and change certain public improvement obligations.
5. Introduce AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HUDSON OGANDO SUBDIVISION DEVELOPMENT DATED MAY 26, 2006, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS

**BACKGROUND:**

Since 2006, the City has entered into five (5) development agreements with various developers for the subdivision and development of residential projects. In 2007, the real estate market essentially “crashed” and none of the proposed projects proceeded. Because of this, amendments have been initiated and adopted over the past six years to keep the agreements current and viable for when the real estate market returns.

In December, 2011, the City Council approved an amendment to the Creekside Estates Subdivision Development Agreement. This amendment was the first comprehensive revision to essentially “modernize” the agreements to recognize capital improvements made during the interim, needs of the City and the developer, and also to acknowledge the new fiscal realities of residential development.

Subsequent to this action, Staff has been working with the developers for the Hudson Ogando, Callahan Estates and Winters Highlands subdivisions for similar modifications to bring them current.

**DISCUSSION:**

In the Creekside Estates update, Staff focused on a number of key elements to modernize, which included the following:

1. Acknowledgement of the development of key infrastructure which has been constructed (Library, Well 7, Pool, Public Safety Facility) and removed advanced funding or financing requirements.
2. Removed funding requirements for projects or elements which did not have a direct nexus to the project.
3. Allowed for flexibility in permit and impact fee payments.
4. Removed Level III School Impact Fee payments, based on the reality that the District is in need of students more than additional facility fees. This is also based on the idea that these projects must then negotiate with the WJUSD for amendments to their funding agreements.
5. Maintenance of the annuity requirement for fiscal neutrality for the project for City services.

The modernization of the agreement was based on a very pragmatic approach to creating a balance between a project which will bring a quality project to the City and one which is financially viable to build for the developer.

In the discussions with Winters Highlands, Callahan and Hudson Ogando, the focus has included each of the items above, but also has included the following:

1. Winters Highlands and Callahan are required to enter into a cooperation and cost sharing agreement which provides for the construction of common utilities and infrastructure between the projects.
2. An open discussion on the provision of affordable housing issues which has been brought before the affordable housing steering committee for possible amendments to the current plans.
3. Elimination of the phasing requirements to reflect demands from potential financing sources reluctant to accept such provisions. The realization is that the market will dictate and pace

projects with few predicting mass development ever occurring again.

Retained in the agreements are:

- Project amenities for bike/pedestrian orientation, energy requirements, design elements. No Project aspects have been deleted.
- Requirements for park development, including the grading of the sports park and the development of the linear park in the Winters Highlands project.
- Mitigation requirements.
- Fiscal neutrality and annuity payments.
- Wastewater pump station development and water well expansion.
- Traffic improvements on Grant Ave.
- Groundwater monitoring program funding requirements.

**DISCUSSION:**

**Project Description and Amendment:**

The development consists of approximately 72 single family lots on 15.97 acres, with Yolo County Assessor's Parcel Numbers 003-430-34 and 003-430-33, and located at the northwest side of Grant Avenue and Main Street. The proposed amendment would permit the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V, LLC; extend the term of the agreement from December 31, 2016 to December 31, 2019; remove the phasing requirement for 61 market rate units, amend the affordable housing requirement to accept in-lieu fees for 5 very low income units, change the requirement for the construction of affordable housing, amend the park obligation requirements; remove completed public projects, and make certain other amendments regarding public requirements and joint obligations among adjacent development projects.

**DEVELOPMENT AGREEMENT MODIFICATIONS:**

The modifications to the Hudson Ogando Subdivision are included in the recommended Second Amendment, but generally include the following:

- Extension of the term of the agreement from 2016 to 2019.
- Assignment of the Agreement from Winters Investors LLC to Turning Point Acquisitions V LLC.
- Section 3.7 of the agreement is amended to remove development phasing of residential permits.
- Affordable housing construction for both Callahan Estates and Hudson Ogando will be replaced with a combined payment of \$360,000 as an in lieu fee for 22 low and very low income units from both projects. Seven (7) units on Main Street previously designated for low and very low income lots shall be constructed on the Hudson Ogando subdivision and sold as moderate income units.
- Flexibility of payment of fees is provided for 50% payment at permit and 50% at Certificate of Occupancy.
- The agreement acknowledges a revised agreement between the developer and Winters Joint Unified School District which changes the impact fees from Level III to a revised agreement

- incentivizing the developer at a rate of \$2.05 per foot.
- Amendment acknowledges the conveyance of .75 acre of land for the construction of the public safety facility.
- Advance Funding for the Public Safety Facility is replaced with the payment of the required impact fee as per the current schedule.
- Sewer fees are now required to be paid as per the impact fee program.
- Hudson Ogando and Callahan have previously advanced funding toward the construction of Water Well 7. The amendment acknowledges the advanced funding and provides fee credits toward impact fees for individual units.
- Taylor Street Improvements- Amendment provides for 50% cost sharing between the Callahan Estates and Hudson Ogando subdivisions.

**Modifications to Conditions of Approval:**

The Conditions are attached and changes are reflected in the strikethrough format. Generally, the changes include the following:

- 68. Affordable housing to reflect payment of in-lieu for low and very low income units.
- 73 Reflects the installation of the traffic signal for northbound I505 at Grant.
- 74. Modifies improvements toward the extension of Main Street and the installation of the traffic signal at Grant Ave. and Main Street.
- 75. Reflects the cost sharing for Taylor Street improvements between Hudson Ogando and Callahan Estates.
- 77. Deletes requirement for Niemann Street construction with development.
- 79. Deletes requirement for Anderson Street Construction with development.
- 121 Acknowledges the construction of Water Well #7.
- 122 Acknowledges the construction of Water Well #7

**ATTACHMENTS:**

- 1. Project Map
- 2. Notice of Public Hearing
- 3. Second Amendment to Development Agreement
- 4. Modified Conditions of Approval

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

STATE OF CALIFORNIA  
COUNTY OF YOLO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE WINTERS EXPRESS, a newspaper of general circulation, printed and published in the City of Winters, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of December 24, 1951, Case Number 12461; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit: July 25, 2013

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Winters, California, this 26th day of July, 2013

Charles Wallace



Signature

This space is for the County Clerk's Filing Stamp

**Public Notice**

**Public Notice**

**NOTICE OF PUBLIC HEARING  
BEFORE THE CITY COUNCIL**

Notice is hereby given that a second amendment to the previously approved Development Agreement for development of the property commonly known as the Hudson-Ogardo Property between the City of Winters and Turning Point Acquisitions V, LLC is being proposed; pursuant to Government Code sections 65864 through 65869.5 in order to extend the term of the agreement; amend the phasing; affordable housing and park obligation requirements; and change certain public improvement obligations.

The development consists of approximately 72 single family lots on 15.97 acres, with Yolo County Assessor's Parcel Numbers 003-430-34 and 003-430-33, and located at the northwest side of Grant Avenue and Main Street. The proposed amendment would permit the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V, LLC; extend the term of the agreement from December 31, 2018 to December 31, 2019; remove the phasing requirement for 61 market rate units; amend the affordable housing requirement to accept in-lieu fees for 5 very low income units, change the requirement for the construction of affordable housing, amend the park obligation requirements; remove completed public projects, and make certain other amendments regarding public requirements and joint obligations among adjacent development projects.

The Second Amendment to the Development Agreement will be considered by the Winters City Council at the City Council Chambers, at 318 First Street, on August 6, 2013, at or after the hour of 6:30 p.m. Prior to the scheduled City Council hearing, copies of the staff report and the Second Amendment to the Development Agreement will be available for review at City Hall. Any person having an interest in any property affected by the proposed Second Amendment to the Development Agreement may appear at the above hearing either in person or by counsel or both and may be heard in support of his/her position. If you challenge the decision of this project in court, pursuant to Government Code section 65009, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Winters at or prior to the public hearing.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, City Clerk, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 101, before the meeting on August 6, 2013. In addition, a public infor-

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

**AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE HUDSON OGANDO SUBDIVISION DEVELOPMENT DATED MAY 26, 2006, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS**

**WHEREAS**, the City of Winters (“City”) and Winters Investors LLC (“Winters Investors”) entered into that certain Development Agreement dated May 26, 2006 (“Development Agreement”); and

**WHEREAS**, the Development Agreement provides for the residential development of 72 single-family units (“Project”) on 15.97 acres of certain real property in the City (“Property”); and

**WHEREAS**, the property has recently been sold by Winters Investors, LLC to Turning Point Acquisitions V, LLC (“Developer”); and

**WHEREAS**, the Property has not been developed, and the parties now desire to extend the term of the Development Agreement for an additional two years and to make other changes to it; and

**WHEREAS**, on July 23, 2013, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amended Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, on August 6, 2013, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amendment to the Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, the City Council reviewed and studied the amended Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

**NOW THEREFORE BE IT RESOLVED:**

**SECTION 1. ADOPTION OF AMENDMENT.** Pursuant to California Government section 65868, the City Council hereby approves the amendment to the Development Agreement, attached hereto as **Exhibit A** (“Amendment”).

**SECTION 2. FINDINGS.** Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City’s General Plan, as it will allow the Developer to complete the Project, which the City Council previously found to be consistent with the City’s General Plan.

**SECTION 3. CEQA.** The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder’s Office within five (5) working days of adoption of this Ordinance.

**SECTION 4. RECORDATION.** Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on \_\_\_\_\_, 2013, and passed and adopted during a regular meeting of the City Council of the City of Winters on \_\_\_\_\_, 2013, by the following vote to wit:

- AYES: Council Member(s):
- NOES: Council Member(s):
- ABSENT: Council Member(s):
- ABSTAIN: Council Member(s):

\_\_\_\_\_  
Cecilia Aguiar Curry, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**AMENDMENT TO THE DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY OF WINTERS  
318 First Street  
Winters, CA 95695  
Attention: City Clerk

---

(Space Above this Line for Recorder's Use Only)

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF WINTERS AND  
TURNING POINT ACQUISITIONS V LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
[HUDSON OGANDO SUBDIVISION]**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Second Amendment") is entered into as of \_\_\_\_\_, 2013, by and between the CITY OF WINTERS, a municipal corporation (the "City") and TURNING POINT ACQUISITIONS V LLC, a California limited liability company (the "Developer").

**Recitals**

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of May 26, 2006 (the "**Development Agreement**"), providing for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Ave. and commonly known as the Hudson Ogando Property (the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Development Agreement.

B. The severe and adverse change in economic conditions that has occurred subsequent to the execution of the Development Agreement by the City and Developer's predecessor in interest resulted in a First Amendment to Development Agreement ("**First Amendment**"), approved and adopted by Ordinance in January of 2009.

C. In furtherance of the Project, the City and Developer desire to enter into this Second Amendment to make certain additional changes to, and extend the term of, the

City of Winters Draft July 31, 2013

Development Agreement.

D. City has given the required notice of its intention to adopt this Second Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Second Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On July 23, 2013, the City of Winters Planning Commission, the initial hearing body for purposes of Development Agreement review, recommended approval of this Second Amendment. On \_\_\_\_\_, 2013, the City of Winters City Council adopted Ordinance No. \_\_\_\_\_ approving this Second Amendment and authorizing its execution.

**Agreement**

**Section 1.** The Development Agreement shall be amended so that each and every reference to 'Winters Investors, LLC' shall be changed to "Turning Point Acquisitions V LLC."

**Section 2.** ***Term:*** Section 2.3, paragraph c. of the amended Development Agreement is amended to change December 31, 2018, to December 31, 2019. Section 2.3, paragraph c. of the Development Agreement is deleted.

**Section 3.** ***Assignment:*** Pursuant to Section 2.5 of the Development Agreement, City approves the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V LLC, a California Limited Liability Company, and either has provided, or simultaneously with the execution of this Second Amendment will provide, written consent by executing the assignment agreement between the two parties.

**Section 4.** ***Notice:*** Section 2.9 c of the Development Agreement is amended to delete the address to which notices shall be given to Developer and to replace it, as follows:

Turning Point Acquisitions V LLC  
3314 Freeport Blvd.  
Walnut Creek, CA 94595  
Attn: Jim Hildenbrand  
(925) 639-4204

**Section 5.** Section 3.1 a. 8. of the Development Agreement is hereby amended to read as follows:

Hudson-Ogando Tentative Subdivision Map No. 4684, with Findings of Fact and Conditions of Approval, dividing the Property into 72 single-family lots (47 lots in the LR/R-1 zone and 25 lots in the MHR-R-3 zone, including seven (7) moderate income affordable housing units); Parcel A, consisting of 5,360 square feet, and Parcel Y, consisting of 93,608 square feet (Resolution No. 2005-56 adopted on November 15, 2005).

**Section 6.** Section 3.7 of the Development Agreement is hereby replaced in its entirety to

City of Winters Draft July 31, 2013

remove the phasing of residential building permits for the 61 market residential units and to change the requirements for non-market rate units and shall read as follows:

3.7 Building Permits; Non-Market Rate Units.

a. No building permit shall be issued for any residential lot for which the Developer has not made application at the time of the expiration of this Agreement unless and until a subsequent Development Agreement is negotiated between the City and Developer. This provision shall survive the termination of this Agreement.

b. Developer owns and/or controls both the Hudson-Ogando project and the adjacent Callahan Estates project (located at Yolo County Assessor's Parcel Number 030-220-49). The City and Developer agree to combine the affordable housing obligation between the two projects rather than having each project provide for separate affordable housing fees or housing. The parties agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. Developer shall pay a combined in lieu fee of Three Hundred Sixty Thousand Dollars (\$360,000.00) to replace the requirement of constructing twenty-two very low and low-income units on-site throughout the two projects. Of the total in lieu fee, Developer shall pay an in lieu fee of Two Hundred Fifty Thousand Dollars (\$250,000) to City in conjunction with the Hudson-Ogando project. Developer shall make the payment in two phases. Developer shall make the first payment of One Hundred Thousand Dollars (\$100,000) to City upon recordation of the Hudson-Ogando final map. The second payment of One Hundred Fifty Thousand Dollars (\$150,000) shall be payable pro-rata on the basis of each building permit at close of escrow or six (6) months from issuance of a building permit for a residential structure in the Hudson-Ogando project for the first fifty (50) market rate units built in the Hudson-Ogando project. The fee per residential unit is Three Thousand Dollars (\$3,000.00) for a total maximum payment of One Hundred Fifty Thousand Dollars (\$150,000). Developer shall pay the balance of the in lieu fee (\$110,000) in conjunction with the Callahan Estates project, which the parties anticipate will be developed after the Hudson-Ogando project. The City shall use the in lieu fee to construct, or provide for the construction of, affordable housing in another part of the City; and

2. Developer shall assign, or has assigned, four of the lots previously designated for affordable housing, as moderate-income housing, and identified on the Callahan Estates Final Map #4508 as lots 45 A/B, 100 A/B, 85 A/B, 73 A/B, 60 A/B, 52 A/B, 68 A/B, 79A/B, and 93 A/B, to the Hudson-Ogando project. Developer shall have received a building permit and initiated construction for the seven (7) moderate-income affordable housing units by the time Developer receives a certificate of occupancy on the twenty-fifth (25th) market rate unit. If City is not satisfied with Developer's construction progress on the seven moderate-income affordable housing units at the time of receipt of a certificate of occupancy for the twenty-fifth market rate unit, City may refuse to issue a certificate of occupancy for any additional market rate units until City is satisfied with Developer's construction progress on the moderate-income housing units.

City of Winters Draft July 31, 2013

**Section 7.** Section 3.8 of the Development Agreement is deleted in its entirety

**Section 8.** Paragraph g. of Section 3.11 of the Development Agreement is deleted in its entirety.

**Section 9.** Section 3.15 of the Development Agreement is amended to read as follows:

In order to assist the Developer and to encourage the Developer to proceed with construction of new affordable and market rate housing within the City of Winters, except as provided for herein, City hereby agrees to defer all development impact fees imposed by the City on building permits issued until (1) issuance of a Certificate of Occupancy (COE); or (2) 6 months after the issuance of a building permit, whichever first occurs. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

**Section 10.** **School Fees:** Section 4.1 of the Development Agreement related to Schools is amended in its entirety to read as follows:

Section 4.1 Schools.

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

b. As a condition to the approval of this Agreement by the City, the Developer shall present to the City Council, prior to the issuance of the first building permit for a residential structure, a fully executed agreement between the Developer and the Winters Joint Unified School District ("School District"). The City agrees to support a request by Developer that the existing School Fee Agreement be modified to reflect the current State Facilities fee of \$2.05 per square foot, and to further support a deferring of payment of school fees to coincide with the payment of impact fees provided under this Second Amendment.

c. The Developer acknowledges receipt of the document dated October, 2004, adopted by the School District entitled "School Facility Needs Analysis" prepared by Government Financial Strategies, Inc. This document will be used in part by the Developer and the School District in reaching agreement, together with an acknowledgment by both City and Developer that School District has experienced a sharp decline in enrollment since 2004, making the assumptions in the School Facility Needs Analysis less accurate.

**Section 11.** **Section 4.2- Conveyance of .75+/- Acres of Land**

Section 4.2 of the Development Agreement provides for the granting of .75 +/- acres of land for the construction of the Public Safety Facility. Developer has fulfilled this obligation, and the

requirement is completed.

**Section 12.** *Section 4.3 - Park land and Fees*

Section 4.3 of the Development Agreement shall be deleted and amended to read as follows:

Developer shall satisfy its 1.64 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Five Hundred Sixteen Thousand Four Hundred Seventy-one Dollars (\$516,471.00) as follows: Developer shall pay the sum of Seven Thousand One Hundred Seventy-three Dollars (\$7,173.00) at the time of issuance of a building permit for each residential structure. Developer shall fund and construct the park on Parcel A (0.1230 acres). Developer shall be further credited against Park Improvement Fees for the provision of infrastructure improvements, planning, developing and equipping the park on Parcel A, not to exceed Thirty-eight Thousand Seven Hundred Thirty-five Dollars (\$38,735.00). This credit shall be applied on a pro-rata basis against the anticipated development of 72 lots. The amount of the Parcel A park credit is based on the pro-rata cost per acre obligation established for the 1.64 acre park. The cost per acre is  $\$516,471/1.64 \text{ acres} = \$314,921$ . Parcel A is 0.1230 acres. Therefore, the Parcel A park credit is  $\$314,921 \times 0.1230 = \$38,735$ .

**Section 13.** *Advance funding for Public Safety Facility:* Section 4.4 of the Development Agreement is amended to delete the existing language. The following text is added.

Developer shall pay the City's Public Safety Facility fee.

**Section 14.** *Cooperative and Reimbursement Agreement.* Section 4.6 of the Development Agreement concerning library fund and pool fund payment requirements is hereby deleted and shall be replaced with the following language requiring a cooperative and reimbursement agreement:

The developers of Hudson-Ogando, Callahan Estates, and Winters Highlands, herein referred to as "Owners," intend to subdivide their respective properties into residential lots, which will be served by public streets and improvements, easements, and rights-of-way. Each Owner will require access to portions of the Other's property for purposes of installation of streets, utilities conduit, storm drains, sewer, and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners.

Public streets and improvements, easements, and rights-of-way that are reasonably expected to benefit all Owners are defined herein as "Joint Improvements." "Joint Improvements" may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the "Joint Improvements" as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement

Agreement” shall be prepared and executed among the Owners prior to the City’s approval of the first final map associated with any of the Owner’s properties. The City shall not approve a final map for any of Owner’s three respective projects (as described above) until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners.

The City Manager shall have the discretion to waive this requirement for the Hudson-Ogando project only if Developer agrees to pay for the cost of all sewer infrastructure for future connections required for Hudson-Ogando.

**Section 15. Sewer Capacity:** Section 4.7, paragraph (c.), of the Development Agreement is hereby amended to read as follows:

c. The WTP expansion and upgrade will not be completed by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment. Also, the sewer facilities through the Winters Highlands and Callahan Estates to the existing WTP are not expected to be complete by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment. In the event the sewer facilities across Winters Highlands and Callahan Estates are not completed by the time the first residential unit of the Hudson-Ogando Subdivision requires sewer treatment, the Developer may, at its sole cost and expense, connect to the City’s existing sewage collection facilities located to the south of the Property on Grant Avenue. Such connection shall be an interim connection only. All necessary new improvements and upgrades to the existing sewer system as determined by the City Engineer to allow the interim connection will be paid by the Developer. The Developer shall only be reimbursed for the cost associated with connecting to the City’s existing sewer, in accordance with Section 3.11 – Reimbursement for Oversizing of Public Improvements; Advanced Funding of Certain Improvements; Credit for Improvements Installed.

**Section 16. Water Well:** Section 4.10 of the Development Agreement is replaced in its entirety and shall read as follows:

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 121 and 40- (Mitigation Measure 21), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.11.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of \$615,313.03, which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement. Developer shall be

City of Winters Draft July 31, 2013

entitled to apply credits against any water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with section 4.10 (d) above and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

**Section 17. *Masonry Wall:*** Section 4.15 of the Development Agreement is replaced in its entirety and shall read as follows:

The Developer is responsible for the cost and construction of a six foot tall masonry wall and landscaping along the north and east sides of the mobile home park for the Hudson-Ogando Subdivision. The City has constructed the masonry wall along the east side of the Mobile Home Park. The Developer shall complete construction of the construction of the masonry wall and installation of landscaping concurrently with the issuance of the first building permit, in satisfaction of Conditions of Approval No. 47.

**Section 18. *New Section 4.16- Taylor Street Improvements:*** The Development Agreement shall be amended to include a new Section 4.16 Taylor Street Improvements to read as follows:

Taylor/"A" Street knuckle to the west of the Tentative Map boundary through the Ogando property, to the Callahan property, shall be constructed as part of the Callahan Estates Development and shall be constructed with the same cross section dimensions with the ped/bike landscape corridor on the west side and the sidewalk on the east side. The Hudson-Ogando development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway.

**Section 19. *Modified Conditions of Approval:***

Exhibit A-1 of this Section Amendment includes an amended and restated Conditions of Approval for the project to reflect the modernization of the agreement and amended provisions to the project.

**Section 20.** The effective date of this Second Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Second Amendment, all other provisions of the Development Agreement shall remain unchanged and remain in full force and effect.

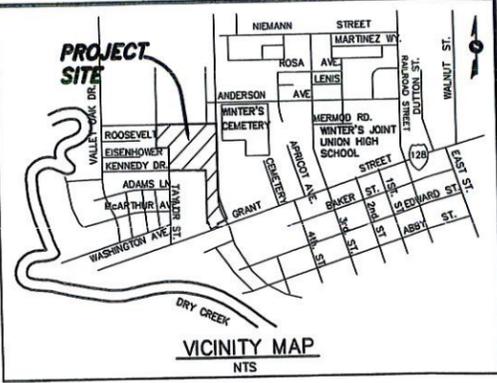
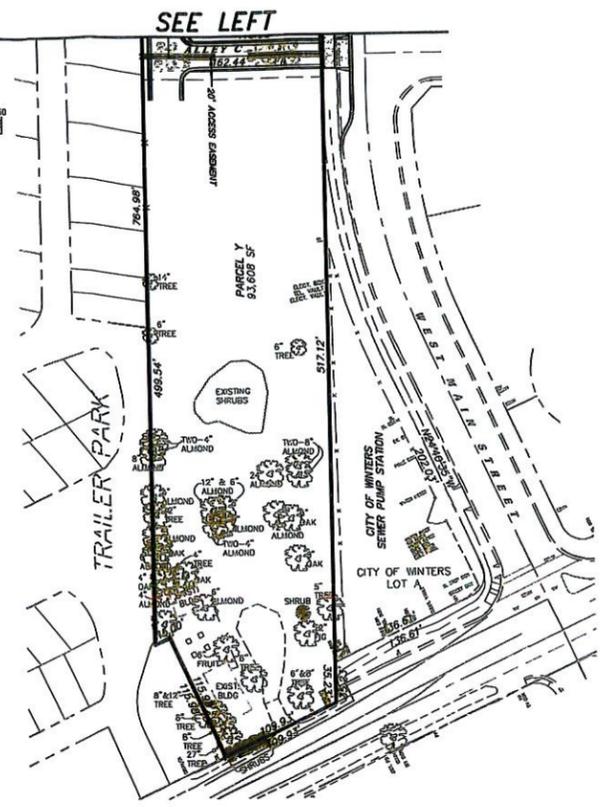
**IN WITNESS WHEREOF**, the parties hereto have entered into this Second Amendment as of the date first above written (Attach LLC Resolution following signatures).

<b>CITY:</b>	<b>DEVELOPER:</b>
CITY OF WINTERS	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY

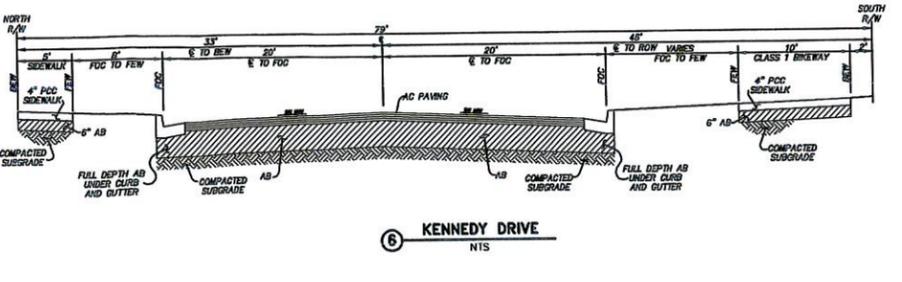
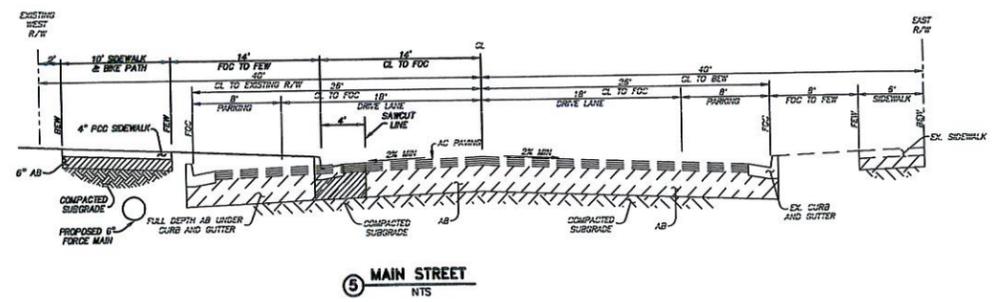
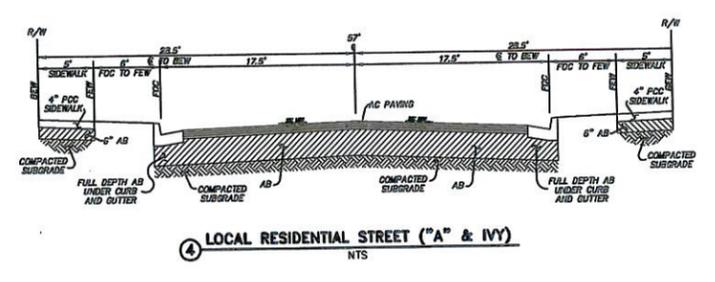
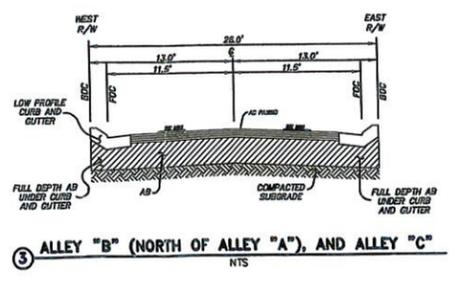
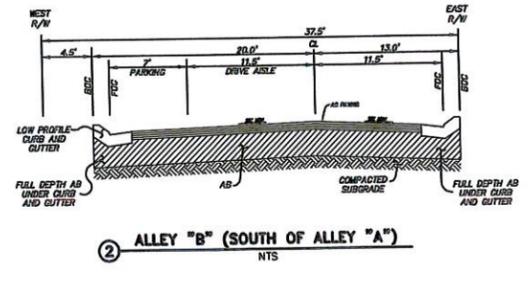
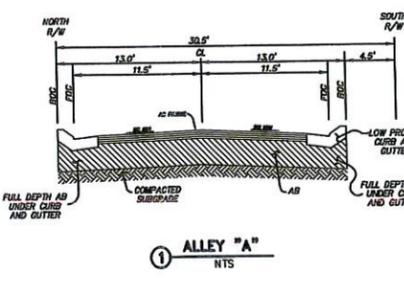
City of Winters Draft July 31, 2013

_____ Mayor	COMPANY By: _____ Its: _____
ATTEST: _____ City Clerk	ATTEST: By _____

# Hudson Ogando



OWNER: WINTERS INVESTORS, LLC  
 SUBDIVIDER: HOFMANN LAND DEVELOPMENT CO.  
 1380 GALAXY WAY  
 CONCORD, CA 94522  
 PHONE: (925) 682-4830  
 ENGINEER/SURVEYOR: LAUGENOUR AND MEIKLE  
 CIVIL ENGINEERS  
 608 COURT STREET  
 WOODLAND, CA 95695  
 PHONE: (530) 662-1755  
 EXISTING USE: VACANT  
 PROPOSED USE: 47 - SINGLE FAMILY LOTS (AVERAGE 6,829 SF) R1  
 25 - SINGLE FAMILY LOTS (AVERAGE 3,916 SF) R3  
 PARCEL A - POCKET PARK/WELL SITE (5,360 SF)  
 PARCEL Y - FUTURE POLICE/FIRE STATION (93,608 SF)  
 PUBLIC/QUASI PUBLIC  
 EXISTING ZONING: R1 & R3  
 PROPOSED ZONING: R1, R3 & PUBLIC/QUASI PUBLIC  
 WATER AND STORM DRAINAGE SERVICE: CITY OF WINTERS  
 SEWER SERVICE: CITY OF WINTERS  
 GAS & ELECTRIC SERVICE: PACIFIC GAS & ELECTRIC  
 TELEPHONE SERVICE: SBC  
 FLOOD ZONE: C PER LOMR DATED JULY 11, 2002, CASE NO. 02-09848P  
 GROSS AREA: 15.968 ACRES ± BEFORE LOT LINE ADJUSTMENT  
 APN: 030-430-29 & 030-430-13



HUDSON/OGANDO TENTATIVE MAP FOR SUBDIVISION NO. 4684 HOFMANN LAND DEVELOPMENT LOCATED IN A PORTION OF SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT Diablo MERIDIAN City of Winters, Yolo County, California



LM LAUGENOUR AND MEIKLE CIVIL ENGINEERING LAND SURVEYING PLANNING 608 COURT STREET, WOODLAND, CA 95695 PHONE: (530) 662-1755 FAX: (530) 662-4602 JANUARY 5, 2005 SHEET 1 OF 2 REVISED NOVEMBER 18, 2005



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Callahan Estates- Second Amendment to Development Agreement

---

**RECOMMENDATION:**

That the City Council:

1. Receive a Staff Report regarding the Second Amendment to the Callahan Estates Development Agreement;
2. Conduct a Public Hearing and receive community input;
3. Re-Affirm the previously certified and approved CEQA clearance for the Callahan Estates Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-08) adopted on April 5, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and
4. Approve the second amendment to the previously approved Development Agreement for development of the property commonly known as the Callahan Estates Property between the City of Winters and Turning Point Acquisitions V, LLC pursuant to Government Code sections 65864 through 65869.5 in order to extend the term of the agreement; amend the phasing, affordable housing and park obligation requirements; and change certain public improvement obligations.
5. Introduce AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION DEVELOPMENT DATED JUNE 3, 2005, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS

**BACKGROUND:**

Since 2006, the City has entered into five (5) development agreements with various developers for the subdivision and development of residential projects. In 2007, the real estate market essentially "crashed" and none of the proposed projects proceeded. Because of this, amendments have been initiated and adopted over the past six years to keep the agreements current and viable for when the real estate market returns.

In December, 2011, the City Council approved an amendment to the Creekside Estates Subdivision Development Agreement. This amendment was the first comprehensive revision to essentially "modernize" the agreements to recognize capital improvements made during the interim, needs of the City and the developer, and also to acknowledge the new fiscal realities of residential development.

Subsequent to this action, Staff has been working with the developers for the Hudson Ogando, Callahan Estates and Winters Highlands subdivisions for similar modifications to bring them current.

**DISCUSSION:**

In the Creekside Estates update, Staff focused on a number of key elements to modernize the development agreement, which included the following:

1. Acknowledgement of the development of key infrastructure which has been constructed (Library, Well 7, Pool, Public Safety Facility) and removed advanced funding or financing requirements.
2. Removed funding requirements for projects or elements which did not have a direct nexus to the project.
3. Allowed for flexibility in permit and impact fee payments.
4. Removed Level III School Impact Fee payments, based on the reality that the District is in need of students more than additional facility fees. The amendment to the development agreement also required the applicant to negotiate with the WJUSD for amendments to their funding agreements.
5. Maintenance of the annuity requirement for fiscal neutrality for the project for City services.

The modernization of the Creekside development agreement was based on a very pragmatic approach to creating a balance between a project which will bring a quality subdivision to the City and one which is financially viable to build for the developer.

In discussions with the developers of the Winters Highlands, Callahan and Hudson Ogando projects, the focus has included each of the items above, but also has included the following:

1. Winters Highlands and Callahan are required to enter into a cooperation and cost sharing agreement which provides for the construction of common utilities and infrastructure between the projects.
2. An open discussion on the provision of affordable housing issues which has been brought before the affordable housing steering committee for amendments to the current plans.

3. Elimination of the phasing requirements to reflect the reluctance of developers potential financing sources to accept such provisions. The realization is that the market will dictate and pace projects with few predicting mass development ever occurring again.

Retained in the agreements are:

- Project amenities for bike/pedestrian orientation, energy requirements, design elements. No Project aspects have been deleted.
- Requirements for park development, including the grading of the sports park and the development of the linear park in the Winters Highlands project.
- Mitigation requirements.
- Fiscal neutrality and annuity payments.
- Wastewater pump station development and water well expansion.
- Traffic improvements on Grant Ave.
- Groundwater monitoring program funding requirements.

**PROJECT DESCRIPTION:**

The Callahan Estates development consists of approximately 111 single family lots on approximately 26.4 acres, with Yolo County Assessor’s Parcel Number 030-220-49, and located at the western terminus of Anderson Avenue. The proposed amendment would authorize the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V, LLC; extend the term of the agreement to December 31, 2019; remove the phasing requirement; amend the affordable housing and park obligation requirements; and make certain other amendments regarding public improvements and joint obligations among adjacent development projects.

**DEVELOPMENT AGREEMENT MODIFICATIONS:**

The modifications to the Callahan Estates Subdivision are included in the recommended Second Amendment, but generally include the following:

- Extension of the term of the agreement from 2016 to 2019.
- Acknowledgement of the assignment of the Agreement from Winters Investors LLC to Turning Point Acquisitions V LLC.
- Section 3.7 of the agreement of the development agreement is amended to remove development phasing of residential permits.
- Affordable housing construction both Callahan Estates and Hudson Ogando will be replaced with a combined payment of \$360,000 as an in lieu fee for 22 low and very low income units from both projects. Seven (7) units on Main Street previously designated for low and very low income lots shall be constructed on the Hudson Ogando subdivision and sold as moderate income units. The seven moderate rate affordable housing units shall be built by the time the developer receives a certificate of occupancy on the twenty-fifth market rate unit.
- The proposed amendment acknowledges a revised agreement between the developer and Winters Joint Unified School District.
- Advance Funding for the Public Safety Facility is replaced with the payment of the required impact fee as per the current schedule.

- The amendment requires a cooperation agreement between the developer and the Winters Highland Subdivision for necessary easements, cost sharing and common utilities between the subdivisions.
- Sewer fees are now required to be paid as per the impact fee program.
- Callahan has previously advanced funding toward the construction of Water Well 7. The amendment acknowledges the advanced funding and provides fee credits toward impact fees for individual units.
- Taylor Street Improvements- Amendment provides for 50% cost sharing between the Callahan Estates and Hudson Ogando subdivisions.

**Modifications to Conditions of Approval:**

The Conditions are attached and changes are reflected in the strikethrough format. Generally, the changes include the following:

- 68. Affordable housing to reflect payment of in-lieu for low and very low income units.
- 72.1 Reflects the installation of the traffic signal for northbound I505 at Grant.
- 73. Modifies improvements toward the extension of Main Street and the installation of the traffic signal at Grant Ave. and Main Street.
- 74. Reflects the cost sharing for Taylor Street improvements between Hudson Ogando and Callahan Estates.
- 114 Updates the cost sharing agreement for wastewater improvements with Winters Highlands, Callahan Estates and Hudson Ogando.
- 119.1 Acknowledges the construction of Water Well #7.
- 120 Acknowledges the construction of Water Well #7

**ATTACHMENTS:**

1. Project Map
2. Notice of Public Hearing
3. Second Amendment to Development Agreement
4. Modified Conditions of Approval

**PROOF OF PUBLICATION  
(2015.5 C.C.P.)**

STATE OF CALIFORNIA  
COUNTY OF YOLO

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of THE WINTERS EXPRESS, a newspaper of general circulation, printed and published in the City of Winters, County of Yolo, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Yolo, State of California, under the date of December 24, 1951, Case Number 12461; that the notice, of which the annexed is a printed copy (set in type not smaller than nonpareil), has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to-wit: July 25, 2013

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Dated at Winters, California, this 26th day of July, 2013

Charles Wallace



.....  
Signature

This space is for the County Clerk's Filing Stamp

**Public Notice**

**Public Notice**

**NOTICE OF PUBLIC HEARING  
BEFORE THE CITY COUNCIL**

Notice is hereby given that a second amendment to the previously approved Development Agreement for development of the property commonly known as the Callahan Estates Property between the City of Winters and Winters Investors, LLC is being proposed, pursuant to Government Code sections 65864 through 65869.5 in order to extend the term of the agreement; amend the phasing, affordable housing and park obligation requirements; and change certain public improvement obligations.

The development consists of approximately 111 single family lots on approximately 26.4 acres, with Yolo County Assessor's Parcel Number 030-220-49, and located at the western terminus of Anderson Avenue. The proposed amendment would authorize the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V, LLC; extend the term of the agreement to December 31, 2019; remove the phasing requirement; amend the affordable housing and park obligation requirements; and make certain other amendments regarding public improvements and joint obligations among adjacent development projects.

The Second Amendment to the Development Agreement will be considered by the Winters City Council at the City Council Chambers, at 318 First Street, on August 6, 2013, at or after the hour of 6:30 p.m.

Prior to the scheduled City Council hearing, copies of the staff report and the Second Amendment to the Development Agreement will be available for review at City Hall. Any person having an interest in any property affected by the proposed Second Amendment to the Development Agreement may appear at the above hearing either in person or by counsel or both and may be heard in support of his/her position. If you challenge the decision of this project in court, pursuant to Government Code section 65009, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City of Winters at or prior to the public hearing.

The purpose of the public hearing will be to give citizens an opportunity to make their comments known. If you are unable to attend the public hearing, you may direct written comments to the City of Winters, City Clerk, 318 First Street, Winters, CA 95694 or you may telephone (530) 795-4910, extension 101, before the meeting on August 6, 2013. In addition, a public information file is available for review at the above address between the hours of 8:00 a.m. and 5:00 p.m. on weekdays.

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

**AN ORDINANCE OF THE CITY OF WINTERS APPROVING A SECOND AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR THE CALLAHAN ESTATES SUBDIVISION DEVELOPMENT DATED JUNE 3, 2005, BETWEEN THE CITY OF WINTERS AND WINTERS INVESTORS, LLC, TO EXTEND THE TERM OF THE DEVELOPMENT AGREEMENT FOR ADDITIONAL YEARS, APPROVE ASSIGNMENT OF THE AGREEMENT, REMOVE FUNDING REQUIREMENTS FOR FACILITIES THAT HAVE BEEN BUILT, AND MODIFY LANGUAGE CONCERNING PARK COSTS**

**WHEREAS**, the City of Winters (“City”) and Winters Investors LLC (“Winters Investors”) entered into that certain Development Agreement dated June 3, 2005 (“Development Agreement”); and

**WHEREAS**, the Development Agreement provides for the residential development of 102 single-family units (“Project”) on 26.4 acres of certain real property in the City (“Property”); and

**WHEREAS**, the property has recently been sold by Winters Investors, LLC to Turning Point Acquisitions V, LLC (“Developer”); and

**WHEREAS**, the Property has not been developed, and the parties now desire to extend the term of the Development Agreement for an additional two years and to make other changes to it; and

**WHEREAS**, on July 23, 2013, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amended Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, on August 6, 2013, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed amendment to the Development Agreement were heard and at which the amended Development Agreement was comprehensively reviewed; and

**WHEREAS**, the City Council reviewed and studied the amended Development Agreement and found it complies with the California Environmental Quality Act (“CEQA”).

**NOW THEREFORE BE IT RESOLVED:**

**SECTION 1. ADOPTION OF AMENDMENT.** Pursuant to California Government section 65868, the City Council hereby approves the amendment to the Development Agreement, attached hereto as **Exhibit A** (“Amendment”).

**SECTION 2. FINDINGS.** Pursuant to Government Code section 65867.5 and based on the entire record before the City Council and all written and oral evidence presented to the City Council, the City Council makes and adopts the following findings:

A. That the Amendment promotes the public health, safety, and welfare of the community because the Amendment will allow the Developer to complete the residential development that will benefit the entire community by providing additional residential units.

B. That the Amendment is consistent with the City’s General Plan, as it will allow the Developer to complete the Project, which the City Council previously found to be consistent with the City’s General Plan.

**SECTION 3. CEQA.** The City Council finds and determines that it can be seen with certainty that adoption of this Ordinance will not have a significant effect on the environment. Thus, the adoption of this Ordinance is exempt from the requirements of CEQA pursuant to Section 15061(b)(3) of the CEQA Guidelines. Staff is directed to file a Notice of Exemption with the Yolo County Recorder’s Office within five (5) working days of adoption of this Ordinance.

**SECTION 4. RECORDATION.** Pursuant to Government Code section 65868.5, within ten (10) days following the execution of the Amendment, the City Clerk shall record with the County of Yolo Recorder a copy of this Amendment.

**SECTION 5. SEVERABILITY.** If any section, subsection, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more of such be declared invalid or unconstitutional.

**SECTION 6. EFFECTIVE DATE.** This Ordinance shall become effective thirty (30) days from and after its passage and adoption, provided it is published in full or in summary within twenty (20) days after its adoption in a newspaper of general circulation in the City.

The foregoing ordinance was introduced on \_\_\_\_\_, 2013, and passed and adopted during a regular meeting of the City Council of the City of Winters on \_\_\_\_\_, 2013, by the following vote to wit:

- AYES: Council Member(s):
- NOES: Council Member(s):
- ABSENT: Council Member(s):
- ABSTAIN: Council Member(s):

\_\_\_\_\_  
Cecilia Aguiar Curry, MAYOR

ATTEST:

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

**EXHIBIT "A"**  
**AMENDMENT TO THE DEVELOPMENT AGREEMENT**

RECORDED AT REQUEST OF AND  
WHEN RECORDED MAIL TO:

CITY OF WINTERS  
318 First Street  
Winters, CA 95695  
Attention: City Clerk

---

(Space Above this Line for Recorder's Use Only)

**SECOND AMENDMENT TO  
DEVELOPMENT AGREEMENT BY AND BETWEEN  
THE CITY OF WINTERS AND  
TURNING POINT ACQUISITIONS V LLC,  
A CALIFORNIA LIMITED LIABILITY COMPANY  
[CALLAHAN ESTATES]**

**THIS SECOND AMENDMENT TO DEVELOPMENT AGREEMENT** (hereinafter referred to as the "Second Amendment") is entered into as of \_\_\_\_\_, 2013, by and between the CITY OF WINTERS, a municipal corporation (the "City") and TURNING POINT ACQUISITIONS V LLC, a California limited liability company (the "Developer").

**Recitals**

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of June 3, 2005 (the "**Development Agreement**"), providing for the residential development of certain real property, Yolo County APN 030-220-49, located at the western terminus of Anderson Avenue, and commonly known as the Callahan Property (the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Second Amendment shall have the meanings given in the Development Agreement.

B. The severe and adverse change in economic conditions that has occurred subsequent to the execution of the Development Agreement by the City and Developer's predecessor in interest resulted in the parties agreeing to a First Amendment to Development Agreement ("**First Amendment**"), approved and adopted by Ordinance in January of 2009.

C. In furtherance of the Project, the City and Developer desire to enter into this Second Amendment to make certain additional changes to, and extend the term of, the

City of Winters Draft July 31, 2013

Development Agreement.

D. City has given the required notice of its intention to adopt this Second Amendment and has conducted public hearings thereon pursuant to Government Code section 65857. As required by Government Code section 65867.5, City has found that the provisions of this Second Amendment and its purposes are consistent with the goals, policies, standards, and land use designations specified in the City's General Plan.

E. On July 23, 2013, the City of Winters Planning Commission, the initial hearing body for purposes of Development Agreement review, recommended approval of this Second Amendment. On \_\_\_\_\_, 2013, the City of Winters City Council adopted Ordinance No. \_\_\_\_\_ approving this Second Amendment and authorizing its execution.

**Agreement**

**Section 1.** The Development Agreement shall be amended so that each and every reference to "Winters Investors, LLC" shall be changed to "Turning Point Acquisitions V LLC."

**Section 2.** **Termination Date.** Section 2.3, paragraph b. of the amended Development Agreement is amended to change the termination date of December 31, 2018, to December 31, 2019. Section 2.3, paragraph c. of the Development Agreement is deleted.

**Section 3.** **Assignment:** Pursuant to Section 2.5 of the Development Agreement, City approves the assignment of the Development Agreement from Winters Investors, LLC to Turning Point Acquisitions V LLC, a California Limited Liability Company, and either has provided, or simultaneously with the execution of this Second Amendment will provide, written consent by executing the assignment agreement between the two parties.

**Section 4.** **Notice:** Section 2.9 d. of the Development Agreement is amended to delete the address to which notices shall be given to Developer and to replace it, as follows:

Turning Point Acquisitions V LLC  
3314 Freeman Road  
Walnut Creek, CA 94595  
Attn: Jim Hildenbrand  
(925) 639-4204

**Section 5.** Section 3.1.a.7 of the Development Agreement is hereby amended to read as follows:

7. Approval of Callahan Estates Tentative Subdivision Map, together with the Conditions of Approval, dividing 26.4 acres into 111 single-family lots; Parcels A and D (exchange lots); Parcels E, F, and G (open space lots); and Parcel X (detention pond/potential well site). The 111 single-family lots will be market rate units, of which 11 must be made available to local builders as defined by the City's land use regulations.

**Section 6.** Section 3.7 of the Development Agreement is hereby replaced in its entirety to

City of Winters Draft July 31, 2013

remove the phasing of residential building permits for the market rate units and to change the requirements for non-market rate units and shall read as follows:

3.7 Building Permits; Non-Market Rate Units.

a. No building permit shall be issued for any residential lot for which the Developer has not made application at the time of the expiration of this Agreement unless and until a subsequent Development Agreement is negotiated between the City and Developer. This provision shall survive the termination of this Agreement.

b. Developer owns and/or controls both Callahan Estates and the adjacent Hudson-Ogando project (located at Yolo County Assessor's Parcel Numbers 003-430-33 and 003-430-34. The City and Developer agree to combine the affordable housing obligation between the two projects rather than having each project provide for separate affordable housing fees or housing. The parties agree that Developer shall satisfy the City's affordable housing requirements as follows:

1. Developer shall pay a combined in lieu fee of Three Hundred Sixty Thousand Dollars (\$360,000.00) to replace the requirement of constructing twenty-two very low and low-income units on-site throughout the two projects. Of the total in lieu fee, Developer shall pay to City the amount of One Hundred Ten Thousand Dollars (\$110,000) upon the recordation of the Final Map for the Callahan Estates project. The balance of the in lieu fee shall be paid by Developer in conjunction with the development of the Hudson-Ogando project, which both parties anticipate will be developed prior to Callahan Estates. The City shall use the in lieu fee to construct, or provide for the construction of, affordable housing in another part of the City; and

2. Developer shall assign four of the lots previously designated for affordable housing, as moderate-income housing, and identified on the Callahan Estates Final Map #4508 as lots 45 A/B, 100 A/B, 85 A/B, 73 A/B, 60 A/B, 52 A/B, 68 A/B, 79A/B, and 93 A/B to the Hudson-Ogando project. In the event that the units are unable to be transferred to the adjacent Hudson-Ogando residential project, then Developer shall be required to build these affordable housing units on-site or pay an in-lieu fee, in an amount to be agreed upon by Developer and City.

c. In the event that Developer requests approval of its final map for Callahan Estates before Developer (or Developer's successor in interest for the Hudson-Ogando project) requests approval of the final map for the Hudson-Ogando project, City and Developer shall renegotiate the provisions of Section 3.7 b. to require Developer to satisfy its affordable housing obligations for Callahan Estates to provide for the actual construction or payment of *in lieu* in an amount equivalent to the 14 low- and very-low affordable housing units.

**Section 7.** **Impact Fees:** Section 3.14 of the Development Agreement is amended to read as follows:

In order to encourage the Developer to proceed with construction of new market rate housing within the City of Winters, except as provided for herein, City hereby agrees to defer all

City of Winters Draft July 31, 2013

development impact fees imposed by the City on building permits issued until (1) issuance of a Certificate of Occupancy (COE); or (2) 6 months after the issuance of a building permit, whichever first occurs. The Rancho Arroyo Drainage District Fees shall be paid in accordance with City of Winters Ordinance 96-02 and any applicable Conditions of Approval. This provision is not intended to restrict, limit, or waive any rights which Developer may acquire pursuant to subsequently enacted state legislation.

**Section 8.** **School Fees:** Section 4.1 of the Development Agreement related to Schools is amended in its entirety to read as follows:

Section 4.1 Schools.

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

b. As a condition to the approval of this Agreement by the City, the Developer shall present to the City Council, prior to the issuance of the first building permit for a residential structure a fully executed agreement acceptable to the City between the Developer and the Winters Joint Unified School District ("School District"). The City agrees to support a request by Developer that the existing School Fee Agreement be modified to reflect the current State Facilities fee of \$2.05 per square foot, and to further support a deferring of payment of school fees to coincide with the payment of impact fees provided under this Second Amendment.

c. The Developer acknowledges receipt of the document dated October, 2004, adopted by the School District entitled "School Facility Needs Analysis" prepared by Government Financial Strategies, Inc. This document will be used in part by the Developer and the School District in reaching agreement, together with an acknowledgment by both City and Developer that School District has experienced a sharp decline in enrollment since 2004, making the assumptions in the School Facility Needs Analysis less accurate.

**Section 9.** **Public Safety Facility.** Section 4.2 of the Development Agreement is hereby deleted as the Public Safety Facility has been constructed.

**Section 10.** Section 4.3 of the Development Agreement is hereby amended to read as follows:

Developer shall satisfy its 2.7 acre park obligation as follows: Developer shall pay a park fee, in the aggregate totaling Eight Hundred Fifty Thousand Two Hundred Eighty-six Dollars (\$850,286.00) as follows: Developer shall pay the sum of, in equal installments at the time of issuance of a building permit for each residential structure. Developer shall fund and construct the parks on Parcels E, F, and G (equal to 0.6149 acres). Developer shall be further credited against park improvement fees for the provision of infrastructure improvements, planning, developing, and equipping the park on Parcels E, F, and G, not to exceed One Hundred Ninety-three Thousand Six Hundred Forty-four Dollars (\$193,644.00). This credit shall be applied on a pro rata basis against the anticipated development of 111 lots. The amount of the Parcels E, F,

and G park credit is based on the pro rata cost per acre obligation established for the 2.73 acre park. The cost per acre is  $\$850,286/2.73 \text{ acres} = \$314,921$ . Parcels E, F, and G are equal to 0.6149 acres. Therefore, Parcels E, F, and G park credit is  $\$314,921 \times 0.6149 = \$193,644$ .

**Section 11.** **Public Safety Facility:** Section 4.4 of the Development Agreement is hereby deleted in its entirety as construction of the Public Safety Facility is complete. The following text is hereby added to Section 4.4:

Developer shall pay the City's Public Safety Facility fee.

**Section 12.** Section 4.5 of the Development Agreement 4.2(e)(3) is deleted from the Development Agreement in its entirety, and a new Section 4.5 is inserted to read as follows:

Section 4.5. Annuity in Lieu of Mello-Roos District.

a. The Developer agrees that the City will establish, and the Developer will fund, an annuity to offset the projected fiscal deficit to the General Fund of the City created by the development of the Callahan Estates per the latest fiscal impact analysis by Economic & Planning Systems. Such an annuity is in lieu of the creation of a Mello-Roos Community Facilities District or other similar financing device.

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

1. Subject to the provisions of b.3., below, from the escrow for the sale of each residential unit to a third party, the Developer shall pay to the City the sum of TWO THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$2,402).

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

3. The amount of TWO THOUSAND FOUR HUNDRED AND TWO DOLLARS (\$2,402) will be adjusted with the first closing of a residential unit to a third party and on or before April 30 of each subsequent year to take into account rising assessed values resulting from increased new home prices within Callahan Estates, if any. The formula for making this adjustment is set forth in the new Exhibit G, attached hereto.

c. At the end of the third year after the recording of the Second Amendment to the Development Agreement, the City will prepare an updated fiscal analysis. The amount set forth in 4.5(b)(4), as may be amended from time to time by the formula set out in new Exhibit G, shall be modified according to the results of that analysis.

**Section 13.** **Cooperative Agreement.** Section 4.6 of the Development Agreement related to library and pool funding is hereby deleted and shall be replaced with the following language requiring a cooperative agreement:

4.6 Cooperative and Reimbursement Agreement.

The developers of Callahan Estates, Hudson-Ogando, and Winters Highlands, herein referred as the "Owners", intend to subdivide their respective properties into residential lots, which will be served by public streets and improvements, easements, and rights-of-way. Each Owner will require access to portions of the other Owner's property for purposes of installation of streets, utilities conduit, storm drains, sewer, and other improvements for future use and/or dedication for the benefit of their respective residential project, as well as for the benefit of all the Owners.

Public streets and improvements, easements, and rights-of-way that are reasonably expected to benefit all Owners are defined herein as "Joint Improvements". "Joint Improvements" may include, but are not limited to, streets, curbs, gutters, street lighting, sidewalks, joint trench, storm drains, storm water pumping station, sewer and water collection systems, sewer pump station, utilities, and other public improvements.

For the purpose of constructing the "Joint Improvements" as may be necessary and appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement Agreement" shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with any of the Owner's properties. The City shall not approve a final map for any of Owner's respective projects (as described above) until the Owners submit to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners.

**Section 14:** Section 4.7 of the Development Agreement is hereby deleted and amended its entirety to read as follows:

**Section 4.7 Wastewater Treatment Plant Expansion and New Sewer Pump Station.**

a. Wastewater (sewage) from Callahan Estates will be treated in an expanded and upgraded Wastewater Treatment Plant ("WTP") to be built by the City using sewer fees collected from the developers of property within the City of Winters. Wastewater from Callahan Estates will eventually flow to the expanded and upgraded WTP through conveyance facilities to be constructed to the north of The Property across adjacent property commonly referred to as Winters Highlands.

b. The Developer shall be required to pay all applicable sewer impact fees.

c. The Developer shall pay its pro rata share of the construction of a new sewer pump, currently proposed at the Rancho Arroyo Detention Pond adjacent to West Main Street. The new pump station will be financed entirely by developers without any reimbursement from the City.

d. The City Engineer shall determine the pro rata share to be borne by each participating developer and shall allocate each share accordingly.

City of Winters Draft July 31, 2013

e. The City Engineer shall determine when the pump is to be built and who will build it.

**Section 15:** Section 4.9 of the Development Agreement is replaced in its entirety and shall read as follows:

Section 4.9 Water Well.

a. Water Well No. 7 was constructed in order to provide water service to the Hudson-Ogando Subdivision, Callahan Subdivision, and other developing properties.

b. Conditions of Approval No. 119 and 45- (Mitigation Measure 18), in part, required Developer to advance the costs for the design and construction of a water well, subject to pro rata reimbursement in accordance with the provisions of section 3.10.

c. The City funded a portion of the construction of Well No. 7 from sources other than water development impact fees. The City shall be reimbursed from water development impact fee funds, when available, and prior to the reimbursement of any costs incurred by Developer.

d. City acknowledges that Developer has advanced funding for partial construction of Well No. 7 in the amount of Six Hundred Fifteen Thousand Three Hundred Thirteen Dollars and Three Cents (\$615,313.03), which amount shall entitle Developer to receive fee credits. Notwithstanding section 3.11(f) of the Development Agreement, Developer shall be entitled to apply credits against any water facility fee then due, without reduction for any sums that might otherwise be owed to the City.

e. The amount and timing of reimbursement for funds advanced by Developer and related to the construction of Well No. 7 shall be set forth in a separate Credit and Reimbursement Agreement in accordance with the provisions of section 3.10(f) of the Development Agreement and shall include the same annual inflationary adjustment used to calculate the City's impact fees on any outstanding amount still owed to Developer.

**Section 16.** Section 11 of the First Amendment is deleted (Library Fund Payment requirements).

**Section 17. New Section 4.16- Taylor Street Improvements:**

The Development Agreement shall be amended to add a new Section 4.16 to read as follows:

Section 4.16 Taylor Street Improvements

Taylor/"A" Street knuckle to the south of the Callahan Tentative Map boundary and west of the Hudson-Ogando Tentative Map boundary through the Ogando property shall be constructed as part of Callahan Estates Development and shall be constructed with the same cross section dimensions with the Ped/bike landscape corridor on the west side and the sidewalk on the east side. The

City of Winters Draft July 31, 2013

Callahan Estates development shall participate in sharing 50% of the cost for acquisition of right of way and construction of full improvements of this section of roadway, and the Hudson-Ogando development shall provide the other 50% of the cost. Developer shall complete this improvement no later than the second phase final map for the Project.

**Section 18. Modified Conditions of Approval:**

Exhibit A-1, attached hereto and incorporated herein, includes amended Conditions of Approval for the project to reflect the modernization of the Development Agreement and amended provisions to the Project. All conditions not expressly modified in Exhibit A-1 shall remain in full force and effect.

**Section 19. Effective Date:** The effective date of this Second Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Second Amendment, all other provisions of the Development Agreement shall remain unchanged and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have entered into this Second Amendment as of the date first above written (Attach LLC Resolution following signatures).

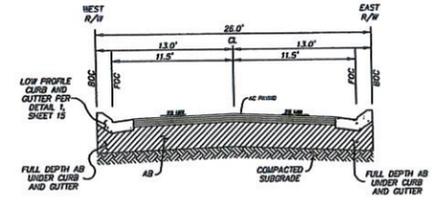
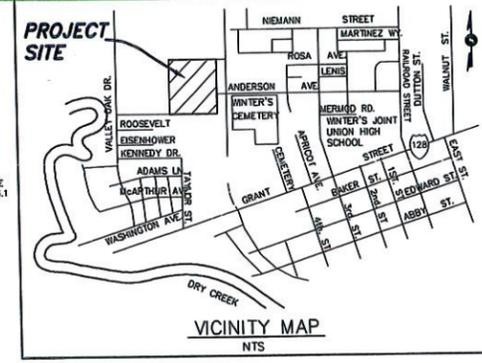
<b>CITY:</b>	<b>DEVELOPER:</b>
CITY OF WINTERS  _____ Mayor	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY COMPANY  By: _____  Its: _____
<b>ATTEST:</b>  _____ City Clerk	<b>ATTEST:</b>  By _____



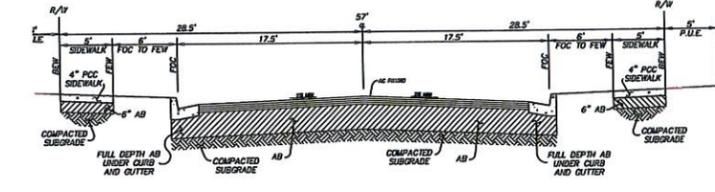
**NOTES:**  
 OWNER: WINTERS INVESTORS, LLC  
 C/O HOFMANN LAND DEVELOPMENT CO.  
 SUBDIVIDER: HOFMANN LAND DEVELOPMENT CO.  
 1380 GALAXY WAY  
 CONCORD, CA 94522  
 PHONE: (925) 682-4830  
 ENGINEER/SURVEYOR: LAUGENOUR AND MEIKLE  
 CIVIL ENGINEERS  
 608 COURT STREET  
 WOODLAND, CA 95665  
 PHONE: (530) 662-4502  
 EXISTING USE: VACANT  
 PROPOSED USE: 120 TOTAL LOTS (102 - SINGLE FAMILY LOTS AFTER LOT LINE ADJUSTMENT, AVERAGE 6,767 SF, AND 8 DUETS: 18 AFFORDABLE LOTS)  
 LOT NOTES:  
 EXCHANGE PARCEL A - LOT LINE ADJUSTMENT AREA TO BE EXCHANGED WITH OGANDO/HUDSON.  
 EXCHANGE PARCEL B - LOT LINE ADJUSTMENT AREA TO BE EXCHANGED WITH OGANDO/HUDSON.  
 EXCHANGE PARCEL C - LOT LINE ADJUSTMENT AREA TO BE EXCHANGED WITH WINTERS HIGHLANDS.  
 EXCHANGE PARCEL D - LOT LINE ADJUSTMENT AREA TO BE EXCHANGED WITH WINTERS HIGHLANDS.  
 PARCEL E - OPEN SPACE TO BE DEDICATED TO THE CITY.  
 PARCEL F - OPEN SPACE TO BE DEDICATED TO THE CITY.  
 LOT 45A - TO BE DEVELOPED FOR CALLAHAN. LOT LINE ADJUSTMENT AREA (PARCEL C) TO BE EXCHANGED FROM WINTERS HIGHLANDS.  
 LOT 45B - TO BE DEVELOPED FOR CALLAHAN. LOT LINE ADJUSTMENT AREA (PARCEL C) TO BE EXCHANGED FROM WINTERS HIGHLANDS.  
 PARCEL G - TO BE DEDICATED TO CITY FOR EXPANSION OF DETENTION POND AREA AND/OR WELL SITE.  
 AREAS FOR PARCELS A, 103-111, 45A&B CALCULATED AFTER LOT LINE ADJUSTMENTS.

0.25 ACRE AREA IDENTIFIED IN DECEMBER 11, 2002 DAVIS CONSULTING EARTH SCIENTISTS LETTER AS AN ISOLATED WETLAND AND DETERMINED BY THE CORPS OF ENGINEERS IN THE DECEMBER 30, 2003 LETTER TO NOT BE CURRENTLY REGULATED BY THE CORPS UNDER THE CLEAN WATER ACT.

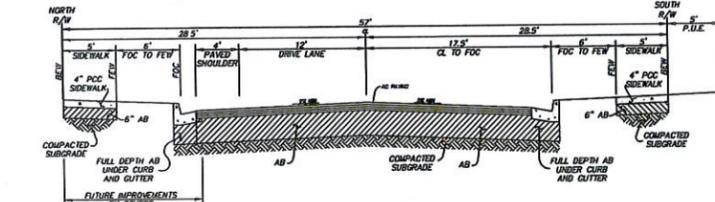
EXISTING ZONING: R2  
 PROPOSED ZONING: R2  
 SEWER & STORM DRAINAGE SERVICE: CITY OF WINTERS  
 WATER SERVICE: CITY OF WINTERS  
 GAS & ELECT. SERVICE: P.G. & E.  
 TELEPHONE SERVICE: SBC  
 FLOOD ZONE: C  
 GROSS AREA: 26.436 AC. ±  
 APN: 030-220-22  
 PHASING: PROJECT WILL BE CONSTRUCTED IN PHASES WITH THE FILING OF MULTIPLE FINAL MAPS PER SECTION 66456.1 OF THE SUBDIVISION MAP ACT.



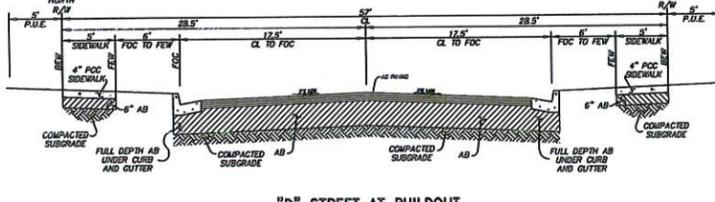
1 TYPICAL ALLEY SECTION  
NTS



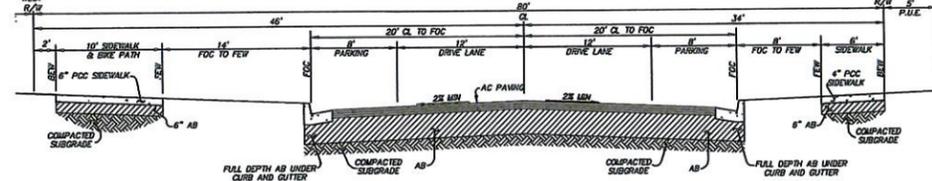
2 LOCAL RESIDENTIAL STREET ("A" AND "B")  
NTS



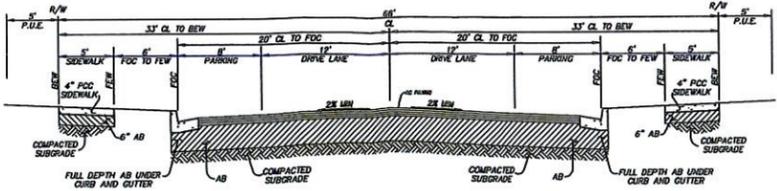
3 TEMPORARY "D" STREET  
NTS



4 "D" STREET AT BUILDOUT  
NTS



5 WEST MAIN STREET (STA. 26+48.10 TO STA. 40+81.06)  
NTS



6 "G" STREET  
NTS

# Callahan

TENTATIVE MAP FOR SUBDIVISION NO. 4508 CALLAHAN  
 LOCATED IN A PORTION SECTION 21 TOWNSHIP 8 NORTH, RANGE 1 WEST MOUNT Diablo Meridian City of Winters, Yolo County, California



**LM** CIVIL ENGINEERING LAND SURVEYING PLANNING  
**LAUGENOUR AND MEIKLE**  
 608 COURT STREET, WOODLAND, CA 95665

FAIS (530) 662-4502  
 JANUARY 13, 2005 SHEET 1 OF 3  
 REVISIONS MARCH 17, 2005



**CITY COUNCIL  
STAFF REPORT**

**TO:** Honorable Mayor and Councilmembers

**DATE:** August 6, 2013

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

**FROM:** Eric Lucero, Public Works Operations Manager  
Mary Jo Rodolfa, Management Analyst

**SUBJECT:** Appointment of City Park Rehabilitation Committee to Study and Provide Input on Recommended Improvements for the Rehabilitation of City Park

---

**RECOMMENDATIONS:**

Staff recommends that the City Council appoint a committee from the attached list of applicants to study and provide input on recommended improvements for the rehabilitation of the City Park play courts, restrooms, infrastructure, and park interior and to recommend improvements to the wooden play structure. Additionally staff recommends that the City Council appoint Pat Riley, Planning Commissioner, Eric Lucero, Public Works Operations Manager and a designated member of the City Council to the committee.

**BACKGROUND:**

On October 24, 2011, the City of Winters received notification of a grant award of \$192,750 from the Department of Housing and Community Development Housing-Related Parks Program. On January 26, 2012 the City received the State's Housing-Related Parks (HRP) Program Standard Agreement to be completed and returned to the State for approval. The City received notice on March 8, 2012 that the agreement had been approved (Contract No. 11-HRPP-7851). The term of the agreement runs from March 8, 2012 through September 30, 2016. The grant funds were awarded for improvements at City Park including but not limited to upgrading and/or replacing portions of the park picnic area, playground and existing play structure.

The Winters City Park sits on approximately 3.4 acres of land and is bounded by Main,

Haven, Abbey and Fourth Streets. The park consists of a baseball playing field in the northwest corner and a narrow strip used for picnicking and horseshoes along the southwest corner. Two concrete basketball courts are located just off Main Street near the midway point of the park. Directly north of the courts is the park's irrigation and electrical system located adjacent to and in the old restroom building. To the north of that, extending to Abbey Street, are the current restrooms which were constructed in 1990 and have had minor renovations made to them over the years. The southeast portion of the park consists of picnic areas with grass and large shade trees and the remaining northeast portion contains the wooden play structure designed by Robert Leathers with community input and built as a community project in 1989.

The park, though used often, is in dire need of repairs and upgrades to maintain it as a desirable park for use by all of the citizens of Winters as both an active and passive recreational area. Although the baseball field, with the support of Winters Little League, maintains a well kept appearance other areas of the park appear shabby and worn. New lights were installed at the basketball courts in 2011, however the basketball hoops and backboards are in poor condition and the court markings on the concrete surface are no longer clearly visible. Several tables in the interior of the park are missing benches and there is no interior park access by sidewalk. Several of the play elements of the play structure have broken and many have been removed or need to be replaced.

At the June 18, 2013 meeting of the Winters City Council staff brought forth a proposal that identified renovations that needed to be made to the park to address necessary repairs and would enhance the entire park. The proposed renovation work was separated into two sections: 1) play courts, restrooms, infrastructure and park interior and 2) wooden play structure. Staff also recommended to the Council that key stakeholders be appointed to a committee to review and provide input regarding the proposal and to specifically study and make recommendations for the rehabilitation of the wooden play structure.

The City Council directed staff to contact groups that regularly use City Park and to solicit members of the public for interest in serving on the City Park Rehabilitation Committee with a focus on ways to utilize volunteer labor and donated resources for cost savings, the layout and fencing of the play courts taking into consideration the proximity of the Little League fields and the rehabilitation of the wooden play structure. Staff placed a request for volunteers in the July 4, 2013 and July 11, 2013 edition of the Winters Express. Additionally, information was placed on the City's website and on the City's public access channel and correspondence seeking volunteers was sent to the following organizations as recommended by the City Council:

- Winters PTA
- Winters Shakespeare Workshop
- Winters Parent Nursery School
- Friends of Winters Parks
- Winters Little League
- City of Winters Hispanic Advisory Committee

Attached are applications from the following individuals who have expressed interest in serving on the committee:

- Kathy Cowan – Winters Youth Day
- Dagoberto Fierros – AYSO and Community Member
- John Hagelis – Community Member
- Tanner Huges – Community Member
- Mary Lou Linvill – Winters Shakespeare Workshops
- Laura Mariani – Winters PTA and Friends of Winters Parks
- Natasha Montgomery – Community Member
- John Neil – Lion’s Club
- Karen Benson Neil – Winters Parent Nursery School
- Alfonso Salas – Hispanic Advisory Committee
- Brad Williams – Community Member

Staff is also recommending that in addition to selecting committee members from the above applicants that City Council appoint Pat Riley, Planning Commissioner, Eric Lucero, Public Works Operations Manager and a designated member of the City Council to the committee.

**FISCAL IMPACTS:**

There is no fiscal impact associated with the appointment of the committee however there is with regards to the actual rehabilitation project.

The City has received a grant in the amount of \$192,750.00 for the rehabilitation of the park. Additionally, \$2,700.41 is available in the park maintenance fund established for the maintenance of the wooden play structure and an additional \$15,000 in recycled materials funds is available for the play structure repair. The City will also commit \$11,313 in Non-Housing Tax Allocation Bond Proceeds to the rehabilitation of the wooden play structure. Staff and the appointed rehabilitation committee will pursue the donation of labor, materials and equipment.

**ATTACHMENTS:**

- A. Committee Application Forms

## **CITY PARK REHABILITATION COMMITTEE APPLICANTS**

- 1. Kathy Cowan – Winters Youth Day**
- 2. Dagoberto Fierros – AYSO and Community Member**
- 3. John Hagelis – Community Member**
- 4. Tanner Hughes – Community Member**
- 5. Mary Lou Linvill – Winters Shakespeare Workshops**
- 6. Laura Mariani – Friends of Winters Parks and PTA**
- 7. Natasha Montgomery – Community Member**
- 8. John Neil – Lions Club**
- 9. Karen Benson Neil – Winters Parent Nursery School**
- 10. Alfonso Salas – Hispanic Advisory Committee**
- 11. Brad Williams – Community Member**



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: Kathy Cowan

Home Address: [Redacted] Winters, CA

Home #: [Redacted] Mobile #: \_\_\_\_\_ Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
Wants

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
<u>N/A</u>	<u>Youth Day Committee</u>
	<u>Christmas tree lighting</u>
	<u>Chamber Board</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
\_\_\_\_\_  
\_\_\_\_\_

Education (Include high school, college and/or university, and graduate study):  
N/A

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

Kathy Cowan 7.23.13  
(Signature (Type name if returning via e-mail or print and sign) Date)  
[Signature]

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.  
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.  
Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: Dagoberto Fierros

Home Address: [Redacted] Winters, CA

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
I would like to see the interest of young adults and teenagers served along with those of other age groups that use the park

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience;	Civic Groups/Clubs/Professional Organization:
<u>Intern at Winters City Hall</u>	<u>AYSO Referee</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
I have lived here in Winters all my life and I have used the park on a regular basis

Education (Include high school, college and/or university, and graduate study):  
Winters High Class of 2011.  
Currently attending Sacramento State University

Do you have any interests or associations which might present a conflict of interest? Yes  No

Please explain:  
[Signature] 23 July 2013  
(Signature (Type name if returning via e-mail or print and sign)) Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: CITY PARK REHAB COMMITTEE  
(Name of Board/Commission - if applying for multiple positions please list in order of preference)

Name: JOHN HASELIS

Home Address: [REDACTED] Winters, CA 95694

Home #: (530) [REDACTED] Work Mobile #: [REDACTED] Are you at least 18 years old? Yes  No

Email Address: [REDACTED]

Why do you wish to serve as a member of this board or commission?  
I AM INTERESTED IN HOW THE CITY PARK DEPARTMENT TO MEET THE NEEDS OF CHILDREN, FAMILIES, & GRANDPARENTS.

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
<u>N/A</u>	<u>TROPHY CLUB</u>
	<u>APA</u>
	<u>CPA</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
PERSONAL VOLUNTEER IN CLEAN UP & PLANTING ALONG PATTAN CREEK, CITY PARK & LAKE SEABOARD.

Education (Include high school, college and/or university, and graduate study):  
CLINICAL PSYCHOLOGIST, PH.D.

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

JOHN HASELIS  
(Signature (Type name if returning via e-mail or print and sign))

7/14/13  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.

Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: CITY PARK RENOVATION COMMITTEE  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: TANNER HUGHES

Home Address: [REDACTED] Winters, CA

Home #: [REDACTED] Mobile #: \_\_\_\_\_ Are you at least 18 years old? Yes  No

Email Address: \_\_\_\_\_

Why do you wish to serve as a member of this board or commission?  
VOLUNTEER TIME - WANTS TO HELP COMMUNITY

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
<u>N/A</u>	<u>N/A</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
PULASKI CREEK

Education (Include high school, college and/or university, and graduate study):  
H.S. GRADUATE

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

Tanner Hughes \_\_\_\_\_  
(Signature (Type name if returning via e-mail or print and sign) Date  
Tanner Hughes 7.23.13

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: Mary Lou Linvill

Home Address: [Redacted] Winters, CA \_\_\_\_\_

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?

I use the park every year for the Winters Shakespeare workshop production.

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:

Civic Groups/Clubs/Professional Organization:

	<u>Winters Friends of the Library</u>
	<u>Winters Shakespeare Workshop</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:

I was on the first playground committee.

Education (Include high school, college and/or university, and graduate study):

Masters in Education.

Do you have any interests or associations which might present a conflict of interest? Yes  No

Please explain: \_\_\_\_\_

Mary Lou Linvill /mjl  
(Signature (Type name if returning via e-mail or print and sign))

7/26/13  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.

Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.

Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: Laura Mariani

Home Address: \_\_\_\_\_ Winters, CA \_\_\_\_\_

Home #: [REDACTED] Mobile #: \_\_\_\_\_ Are you at least 18 years old? Yes  No

Email Address: [REDACTED]

Why do you wish to serve as a member of this board or commission?  
\* Laura previously expressed great interest but was not available to complete this form. She is a founding member of the Friends of Winters Parks.

Have you verified your ability to attend regular meetings as scheduled? Yes  if Jill Aguiar will attend if Laura is unable to make the meetings. No

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
	<u>Winters PTA</u>
	<u>Friends of Winters Parks</u>

Other ex) \_\_\_\_\_  
appointm \_\_\_\_\_  
\_\_\_\_\_ e helpful to bring to the attention of the City Council in making this  
\_\_\_\_\_

Education: [REDACTED] \_\_\_\_\_  
\_\_\_\_\_ id/or university, and graduate study):  
\_\_\_\_\_

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

\_\_\_\_\_  
(Signature (Type name if returning via e-mail or print and sign) \_\_\_\_\_ 6/30/13  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.  
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.  
Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694

Attn: Lynn Myer  
30-795-4935



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee

Name: Natasha Montgomery  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Home Address: [Redacted] Winters, CA 95694

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
I am new to Winters (10/2011) and I have fallen "in love" with the city. I have a young son who enjoys the park and can get ideas from a child's perspective.

Have you verified your ability to attend regular meetings as scheduled? Yes  - Per Mr. Lucero, once the committee is established - Time/day to be determined by group

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
<u>Solano Irrigation Dist. Exec. Asst. / Present</u>	
<u>Clerk to Board</u>	

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment: Event planner / Director of Catering (1988-2000)

Education (Include high school, college and/or university, and graduate study):  
1987 Graduate Vacaville High School  
1987-1989 City College of San Francisco - Hotel/Restaurant Management

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

Natasha Montgomery  
(Signature (Type name if returning via e-mail or print and sign))

July 23, 2013  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings.  
Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided.  
Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: John Neil

Home Address: [Redacted] Winters, CA 95694

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: \_\_\_\_\_

Why do you wish to serve as a member of this board or commission?  
I was one of the original people that built the park 25 years ago. I would like to be part of it again.

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
<u>Support City Council</u> <u>Attend and watch meetings</u>	<u>Lions Club, Rotary</u> <u>PTA, WHS Athletic Boosters</u> <u>AA/NA, Youth Day Hostess</u> <u>Chair</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
I work with committee and can bring building insight to the project.

Education (Include high school, college and/or university, and graduate study):  
Sports NV High Graduate - UNLV, Lassen College  
never finish graduate work

Do you have any interests or associations which might present a conflict of interest? Yes  No

Please explain:  
[Signature] 7-25-13  
(Signature (Type name if returning via e-mail or print and sign) Date)

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Committee  
(Name of Board/Commission - If applying for multiple positions please list in order of preference)

Name: Karen Benson-Hess

Home Address: [Redacted] Winters, CA 95694

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
I am director of WPNB and use Park frequently, I have good insight in what our kids and families want at our City Park

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience: Yuba Co Children Coalition, Attend Winters Council meetings  
Civic Groups/Clubs/Professional Organization: Chamber, Lions, PTA, WHS, Booster Athletic Club, Great Night Choir

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment: Will represent Families and children

Education (Include high school, college and/or university, and graduate study):  
WHS Graduate, Salinas Community College AA degree in Early Child Education

Do you have any interests or associations which might present a conflict of interest? Yes  No

Please explain:  
[Signature] 7-19-13  
(Signature (Type name if returning via e-mail or print and sign)) Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



Application for Appointment to City Board and Commissions

Application for: City Park Rehabilitation Committee

Name: Alfonso Salas

Home Address: [Redacted] Winters, CA

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
To provide input on the park renovations serving multiple age groups and uses.

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:
	<u>Member of the Hispanic Advisory Committee</u>

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
Raised children here in Winters, have been an active member of the community for several years.

Education (Include high school, college and/or university, and graduate study):  
\_\_\_\_\_  
\_\_\_\_\_

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

Alfonso Salas  
(Signature (Type name if returning via e-mail or print and sign))

6/28/2013  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



RECEIVED

JUL 23 2013

CITY OF WINTERS

Application for Appointment to City Board and Commissions

Application for: Winters Park Restoration Committee

Name: Brad Williams

Home Address: [Redacted] Winters, CA 95694

Home #: [Redacted] Mobile #: [Redacted] Are you at least 18 years old? Yes  No

Email Address: [Redacted]

Why do you wish to serve as a member of this board or commission?  
I am impressed with the quality of Winters Park. As a home owner and parent of a 2yr old  
I wish to see the park safety and quality maintained.

Have you verified your ability to attend regular meetings as scheduled? Yes

List your past and present government experience:	Civic Groups/Clubs/Professional Organization:

Other experience which you feel would be helpful to bring to the attention of the City Council in making this appointment:  
Past youth work experience as Pediatric Resident Physician, High School Teacher, Church  
youth worker and YMCA day camp counselor.

Education (Include high school, college and/or university, and graduate study):  
Chicago Medical School  
University of California Irvine  
South High School - Torrance, CA

Do you have any interests or associations which might present a conflict of interest? Yes  No   
Please explain: \_\_\_\_\_

Brad Williams  
(Signature (Type name if returning via e-mail or print and sign))

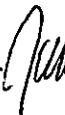
July 23, 2013  
Date

Board/Commission members are required to attend meetings on a regular basis, and may be removed if a member does not attend three consecutive regularly scheduled meetings. Board/Commission members are required to satisfy the local ethics training requirement mandated by Government Code Sections 53234 and may be removed if proof of attendance is not filed with the Office of the City Clerk within 60 days of appointment. Additionally, ethics training needs to be repeated every two years. Classroom and on-line training resources will be provided. Commissioners are required to file statements of economic interest.

Please return application to: City of Winters, Attn: City Clerk, 318 First Street, Winters, CA 95694



**CITY COUNCIL  
STAFF REPORT**

**TO:** Mayor and City Council  
**DATE:** August 6, 2013  
**FROM:** John W. Donlevy, Jr., City Manager   
**SUBJECT:** Yolo Natural Heritage Program- JPA

---

**RECOMMENDATION:**

That the City Council receive an update on the Yolo Natural Heritage Program Joint Powers Authority and Provide direction to City representatives regarding the direction of the program.

**BACKGROUND:**

The Cities of Winters, Davis, West Sacramento and Woodland, along with Yolo County have worked together through a Joint Powers Authority toward the establishment of a County-wide Habitat Conservation Program (HCP). The goal of the HCP is to establish a comprehensive mitigation and preservation for the County to streamline the mitigation process and enhance the overall environment.

The JPA has release the first draft of the HCP which is currently under review.

**DISCUSSION:**

In 2012, the JPA committed to producing a first draft of the HCP by July, 2013, which was accomplished. In order to accomplish this, the member agencies committed to funding the administrative costs of the JPA administration for a two year period. For Winters, the total cost was \$34,000 for the two years.

The JPA is now moving forward with the development of the second draft of the HCP under a \$990,000 grant from the Wildlife Conservation Service.

**FISCAL IMPACT:** The costs for Year 2 for the City is \$8,245 which has already been paid.