



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, May 6, 2014
6:30 p.m.
AGENDA

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, April 15, 2014 (pp 5-9)
- B. Resolution 2014-15, a Resolution of the City Council of the City of Winters for the Approval of a Contract with Ascent Environmental for Preparation of Environmental Impact Report for the Proposed PG&E Gas Safety Training Facility Project (pp 10-26)
- C. Proclamation Honoring Eagle Scout Ka'imipono K.D. Drumright (pp 27)
- D. Street Closure Request for East Main Street between Railroad Avenue and Elliot Street for a Rotary Club/Chamber of Commerce Summer Festival and Fishing Derby to be Held on June 7th (pp 28-29)
- E. Amplified Sound Permit Application and Request for Street Closure on Sunday, June 1st at 402 Pear Place (pp 30-33)
- F. Amplified Sound Permit Application Submitted by Pastor Steve Rutledge for a Community Tent Revival to be Held on June 13th-15th East of Lorenzo's Market (pp 34-36)

PRESENTATIONS

Proclamation Honoring Eagle Scout Ka'imipono K.D. Drumright

DISCUSSION ITEMS

- 1. Public Hearing, Introduction and Waive the First Reading of Ordinance 2014-03, an Ordinance of the City Council of the City of Winters amending Title 2, Chapter 2.04 of the Winters Municipal Code to Replace Robert's Rules of Order with Rosenberg's Rules of Order (pp 37-49)
- 2. Proposal by Edgar Chavez Regarding the Formation of a Winters Youth Council (pp 50)
- 3. Approval of Contract with Tully & Young to Assist in Obtaining Temporary Recycled Wastewater Permit for Agricultural Irrigation to Adjacent Lands (pp 51-54)

4. Approve an Exclusive Negotiating Rights Agreement between the City and Royal Guest in Regards to the Downtown Hotel Project (pp 55-136)
 5. KodaCamp Summer Program (pp 137-142)
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CITY OF WINTERS AS SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

1. None
-

CITY MANAGER REPORT

INFORMATION ONLY

EXECUTIVE SESSION

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the May 6, 2014 regular meeting of the Winters City Council was personally delivered to each Councilmember's mail boxes in City Hall and posted on the outside public bulletin board at City Hall, 318 First Street on May 1, 2014, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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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.

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on April 15, 2014

Mayor Aguiar-Curry called the meeting to order at 6:32 p.m.

Present: Council Members Wade Cowan, Woody Fridae, Bruce Guelden,
and Mayor Cecilia Aguiar-Curry
Absent: Harold Anderson
Staff: City Manager John Donlevy, City Clerk Nanci Mills, Director of
Financial Management Shelly Gunby, Public Works Superintendent
Eric Lucero, Environmental Services Manager Carol Scianna,
Building Official Gene Ashdown, Housing Programs Manager Dan
Maguire, Fire Chief Aaron McAlister, Fire Captain Brad Lopez,
Firefighters Rudy Valencia, Shane Cavolt and Arden Parker,
Associate Elliot Landes and Management Analyst Tracy Jensen.

Gene Ashdown led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Discussion Item #1, the Animal Control Ordinance, be pulled and brought back to a later meeting. Motion by Council Member Fridae, second by Council Member Guelden to approve the agenda. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS

Rebecca Fridae, representing the Yolo County Library Advisory Board, spoke in support of Library Week, April 13-19, 2014, and encouraged everyone to go to their local branch and complete an annual survey, which is available at all branches within Yolo County. The Yolo County Library is sponsoring a book

swap at 14 locations within the County and 3 locations within Winters, as well as a reading program for children under 18 years of age. Ms. Fridae happily reported that WJUSD has budgeted for one part-time library clerk and reminded Council that May 6th is the Day of Giving and challenged Council to participate in the event.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, April 1, 2014
- B. Resolution 2014-09, a Resolution of the City Council of the City of Winters Declaring Weeds and Rubbish on Certain Lots and Parcels within the City of Winters and Ordering the Institution of Proceedings to abate said Public Nuisances
- C. 78th Annual Youth Day Parade Permit Application, Street Closure Request and Annual Donation Request
- D. Consultant Services Agreement with Interwest Consulting Group for Right-of-Way Services for the Bridge Replacement – Railroad Avenue over Dry Slough Fed Aid Project BRLS-5110(029)
- E. Resolution 2014-11, a Resolution of the City Council of the City of Winters Amending the 2013-2014 Adopted Operating Budget
- F. Proclamation of the City Council of the City of Winters Declaring May 6th, 2014 as “Big Day of Giving and Raising the Level of Philanthropy in the Region”
- G. Proclamation of the City Council of the City of Winters Recognizing April, 2014 as National Poetry Month
- H. Resolution 2014-12, a Resolution of the City Council of the City of Winters Approving a Legal Services Agreement Amendment – City Attorney Ethan Walsh
- I. Amplified Sound Permit Application Submitted by Rootstock

City Manager Donlevy gave an overview and requested that approval for Item I be limited to the fourth Friday in April and will bring back to Council for the remaining dates following a meeting with Rootstock. Mayor Aguiar-Curry thanked retiring City Attorney John Wallace for his years of service to the City of Winters. City Attorney Wallace said being in the service to the City of Winters was a very satisfying way to be a lawyer and thanked everyone for their patience.

Motion by Council Member Fridae, second by Council Member Cowan to approve the consent calendar. Motion carried with the following vote:

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

PRESENTATIONS

Mayor Aguiar-Curry read aloud and presented the Proclamation to Linda Glick, Co-President of the Winters Friends of the Library, who reported that philanthropy in our area is under-performing compared to the nationwide level. Winters Friends of the Library is the only organization in Winters who is competing in the "Big Day of Giving" and they are working hard to make this event as big as it can be. The library is a hub where people can participate, read, learn and join – a community center in many ways, and supports literacy and interaction, which is critical to the community. Linda advised that there will be donation sites set up around town on May 6th, including the library, Berryessa Gap and at the SRIS evening concert. Mayor Aguiar-Curry thanked Linda for caring about our community.

Mayor Aguiar-Curry read aloud and presented a National Poetry Month Proclamation to Roy Pitts, who encouraged everyone to read some poetry tonight and reminded everyone about the open mike night occurring once a month at Rootstock.

Mark Harlan, Health Program Coordinator with the Yolo County Department of Public Health reviewed the Community Health Assessment results and gave a power point presentation highlighting the South West Region, which includes the City of Winters and the surrounding areas. A community forum has been scheduled at the Winters Library on April 28th @ 6:00 p.m. for review and input.

DISCUSSION ITEMS

1. Winters Fire Department Annual Report

Fire Chief Aaron McAlister gave a power point presentation detailing the Fire Department's 2013 Annual Report, including a breakdown of the 664 calls that the Fire Department responded to, a 4% increase over the last several years. Some of the Department's accomplishments included Reserve Firefighter recruitment, an overhaul of the policies and procedures of the Department, public education, and the suppression of the largest fire in the history of Winters, the Hay Kingdom Fire. But perhaps the largest accomplishment of the year was being awarded a FEMA Assistance to Firefighters Grant for \$479,430 that was used to purchase a new front line engine.

Mayor Aguiar-Curry asked about rescues in the canyon and water rescues. Chief McAlister said that mutual aid would be requested for any water rescues. Mayor Aguiar-Curry also indicated the firefighters, who are always hospitable to the kids, are missed on the basketball courts at Waggoner Elementary, which

can also be considered a good public outreach opportunity. There have been a lot of positive comments about seeing the Fire Department around town and Mayor Aguiar-Curry thanked Chief McAlister for a great presentation.

2. Animal Control Ordinance – ***ITEM REMOVED FROM AGENDA***

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

1. Consideration of Resolution SA-2014-04, a Resolution of the Successor Agency for the Dissolved Winters Community Development Agency Approving the Successor Agency Dedication of a Private Utility Easement to Dollar General/Cross Development

Successor Agency Chairman Woody Fridae opened the meeting of the Successor Agency at 7:46 p.m.

Housing Programs Manager Dan Maguire gave an overview and City Attorney Wallace indicated this item was approved unanimously by the Oversight Board at their last meeting.

Motion by Agency Member Cowan, second by Agency Member Aguiar-Curry to adopt Resolution SA-2014-04, approving the Successor Agency's dedication of a private utility easement to Dollar General/Cross Development. Motion carried with the following vote:

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

Agency Chairman Fridae closed the meeting of the Successor Agency at 7:48 p.m.

CITY MANAGER REPORT: City Manager Donlevy gave an update on the CalPERS meeting he attended with Mayor Aguiar-Curry and Director of Administrative Services Nanci Mills about taking Yolo County out of the Bay Area region for healthcare benefits. The committee voted to leave Yolo County in the

Bay Area region, but the CalPERS Board did not take the recommendation of the committee and voted to move Yolo County to the Sacramento Region. While this move will impact a Bay Area employee \$3/month, it will benefit Yolo County employees \$110/month!

The lightning strike on April 1st that hit the tower at the Public Safety Facility resulted in approximately \$50,000 in damages to the SCADA system, computer components, and the televisions at the Public Safety Facility. The City is still evaluating the extent of the damage. City Clerk Mills said the City's deductible for damages is \$10,000.

Staff will be touring the PG&E Training Facility in Livermore on Monday, 4/28 and as a re-appointed Lake Berryessa Advisory Board member, City Manager Donlevy will be touring the facility improvements at Lake Berryessa on 4/25.

INFORMATION ONLY

1. February Treasurer Report
2. February Investment Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:58 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Shelly A. Gunby, Director of Financial Management 
SUBJECT: Resolution 2014-15 Approving an Agreement with Ascent Environmental, Inc.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution 2014-15, A Resolution of the City Council of the City of Winters approving an Agreement for Preparation of an Environmental Impact Report for the Proposed PG&E Gas Safety Training Facility Project by Ascent Environmental, Inc., and authorizing the City Manager to execute said agreement.

BACKGROUND:

In January 2014, staff met with the PG&E team and created a schedule for the environmental process, including the proposed dates for each step in the process and proposed dates for the Planning Commission and City Council Hearings. Heidi Tschudin, contract planner and project manager for the City of Winters, expected to receive technical studies and begin preparation of the Environmental Impact Report (EIR) based on that schedule.

At this time, we are several weeks behind the January proposed schedule, and due to the delay in receiving the required information from PG&E, Heidi is unable to prepare the EIR as originally planned, due to her workload with other projects.

Staff met with the PG&E team on April 1, 2014, at which time, Heidi explained the reason she would be unable to prepare the EIR and requested PG&E supply her with information on firms that PG&E would be comfortable working with in order to prepare the EIR in as expeditious a manner as possible.

PG&E suggested Ascent Environmental Inc, a firm the Heidi is familiar with, and Heidi agreed to contact them on behalf of the City of Winters We have received a Scope of Work and proposed fee for preparing the EIR, Heidi has reviewed them both and finds them to be reasonable for preparing the EIR.

Our City Attorney, Ethan Walsh, has reviewed the Scope of Work and proposed fee, and has

prepared the attached Consultant Services Agreement.

FISCAL IMPACT:

All costs of preparing the EIR will be the responsibility of PG&E. PG&E currently has a deposit account with the City of Winters that is to be replenished whenever it gets below \$10,000.

ATTACHMENTS

Consultant Services Agreement

Resolution 2014-15

RESOLUTION 2014-15

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING AN AGREEMENT WITH ASCENT ENVIRONMENTAL, INC. FOR PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED PG&E GAS SAFETY TRAINING FACILITY

WHEREAS, the City has been approached by PG&E to prepare an Environmental Impact Report for the proposed PG&E Gas Safety Training Facility to be sited within the City Limits; and

WHEREAS, City staff is not available nor qualified to prepare the Environmental Impact Report for the proposed project; and

WHEREAS, the City has reviewed available firms and personnel for preparing the Environmental Impact Report;

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Winters hereby approves the contract with Ascent Environmental Inc. in the amount not to exceed \$109,245.00 to prepare the Environmental Impact Report (EIR) for the Proposed PG&E Gas Safety Training Facility Project and authorizes the City Manager to execute the contract with Ascent Environmental, Inc.

PASSED AND ADOPTED by the City Council, City of Winters, this 6th day of June 2014 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. _____**

THIS AGREEMENT is made at Winters, California, as of May 6, 2014, by and between the City of Winters ("the CITY") and Ascent Environments (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the Scope of Work. Consultant shall provide said services at the time, place, and in the manner specified by Exhibit "A" and the Schedule of Services described in Exhibit "C".

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 "B", but in no event shall total compensation exceed (\$109,245.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

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

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

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: _____
John W. Donlevy, Jr., City Manager

CONSULTANT

By: _____

ATTEST:

By: _____
Nanci G. Mills, CITY CLERK

Exhibit “A”

Scope of Work

The following scope of work describes the activities that will be conducted by Ascent Environmental to assist the Tschudin Consulting Group and the City of Winters in preparation of an environmental impact report (EIR) for the proposed PG&E Gas Safety Training Facility Project.

Task 1 Project Initiation

Task 1.1 Kickoff Meeting

Ascent’s project manager and project director will attend one team meeting with Ms. Tschudin, City of Winters staff, and PG&E (if appropriate) to discuss the status of project development and design, identify/confirm project objectives, discuss areas of controversy and potential strategies, and establish communication/review protocols. The current project schedule will also be discussed. Ascent will work with Ms. Tschudin to establish the agenda. The kickoff meeting will provide Ascent an opportunity to inquire further about the project, the process, the current status of technical reports/studies, and receive any new or additional studies or documents.

Deliverable
Kickoff meeting agenda and notes (Electronic Submittal – MS Word)

Task 1.2 Review Existing Information and Identify Data Needs

Ascent will review the documents and information received to date by Ms. Tschudin, plus any new information provided at the project kickoff meeting. Ascent will identify any key technical issues or data gaps that should be addressed prior to initiation of the EIR.

Task 2 Prepare Administrative Draft Environmental Impact Report

Task 2.1 Prepare Administrative Draft Environmental Impact Report

Ascent will prepare the EIR with readability in mind. Where highly technical information is needed to support the analysis, this information will be included in a technical appendix and a clear and concise summary of this information will be presented in the EIR. The environmental setting and regulatory setting for each resource area will only focus on the issues of concern for the project. Where the same information is needed for multiple resource areas, this information will be presented once and will be referred to in subsequent sections of the document. At this time, the EIR is proposed to include chapters addressing the following:

Introduction/Project Description:

A draft of the project description has been prepared. The Ascent team will prepare the Introduction and revise the Project Description (per initial comments on Ms. Tschudin’s draft project description) sections of the EIR. It is assumed that PG&E will provide all information needed to fill data gaps previously identified on the draft. The Introduction will briefly describe the history of the project and the environmental review process to date. The project description will include a list of required permitting actions, project characteristics, including on- and offsite components, infrastructure support required to serve the project, timing, operational characteristics, and other information relevant to an understanding of the project.

Impact Assessment

The project applicant is preparing several technical studies that will be used in the EIR. Ascent will peer review each technical study to determine if its analysis fully considers all relevant components and characteristics of the project, and to determine if the technical analysis is reasonable, complete, and fulfills requisite steps (for example, we assume the cultural resources report will include appropriate records checks and Native American

consultation). If technical issues are identified, this scope assumes the applicant will direct revisions to the technical analysis based on comment provided by Ascent and that the revised analysis will not require additional technical review. Changes to these assumptions, including the request or need for Ascent to revise technical information (such as modeling revisions, research, etc.), may be subject to a scope change.

Ascent will review and integrate as appropriate the City's General Plan policies and standards, General Plan EIR analysis, and regulatory documents (e.g. zoning, design review, prior applicable CEQA mitigation measures, etc.).

Aesthetics:

The EIR analysis will describe how implementation of the project would change the view of the site from nearby sensitive viewpoints, and describe any light- and glare-related impacts. Mitigation will be recommended to reduce or eliminate project impacts, where necessary. Visual simulations are not anticipated to be required and are not included as part of this scope of work. Ascent will analyze and integrate into the EIR analysis as appropriate, architectural information, visual modeling, and/or other visual impact information provided by the applicant.

Agriculture:

The EIR will evaluate conflicts between the proposed project and existing agricultural operations, including offsite. Mitigation will be recommended to reduce or eliminate project impacts, where available.

Air Quality and Greenhouse Gas Emissions:

It is assumed that the air quality and greenhouse gas (GHG) emissions analysis of the proposed project will be provided in a drop-in section for the EIR by AECOM, under contract to the applicant. Ascent will adjust the language and format of the section as necessary to match the remainder of the EIR, but no technical analysis is anticipated to be necessary.

Biological Resources:

The biological resources section will summarize the observations and technical analysis performed by Jim Estep, under contract to the applicant. It is assumed that Ascent will receive a stand-alone technical report that evaluates the potential impacts to sensitive species and habitat that may occur in the project area as a result of project implementation. Using the provided technical report, Ascent will prepare the biological resources section of the EIR. The environmental setting will include an exhibit showing the location and extent of potential sensitive biological resources in the project area. Potentially significant direct and indirect impacts on biological resources that could result from implementation of the proposed project will be described. Feasible and practical mitigation measures that would minimize or eliminate potential adverse impacts on biological resources will be provided.

Cultural Resources:

The cultural resources section will summarize the observations and technical analysis performed by the applicant. Based on a review of the cultural resources survey report prepared by the applicant, contact with the Native American Heritage Commission (NAHC) for a review of their Sacred Lands File has already been conducted as part of preparation of the technical report, although a response from NAHC has yet to be received. It is assumed that this response along with copies of letters to and any responses from tribes identified by NAHC will also be provided by the applicant.

Based on the setting and findings presented in the stand-alone technical reports for cultural and paleontological resources, Ascent will prepare the EIR section. The EIR section will include a discussion of the applicable federal, State, or local policies and regulations; a summary of the prehistory and history of the project area; a summary of the methods used to evaluate cultural resources, as described in the technical report; a listing of the criteria for determining significance; a description of historic properties or historical resources; and a list of impacts and related mitigation measures.

Geology, Soils, Hazards, and Mineral Resources

Information presented in this section will be based on the stand-alone geotechnical report and Phase 1 environmental site assessment (ESA) already prepared for the project and the Phase II ESA to be provided by PG&E. This section will analyze potential project-related environmental impacts related to soil stability, geohazards, and soil erosion. The EIR will provide a brief description of the geologic setting, including soil characteristics, and topography. Consistent with recommendations in the geotechnical report (if any), Ascent will

recommend feasible mitigation measures to reduce or avoid significant impacts. Ascent will also evaluate potential impacts related to mineral resources as part of this section of the EIR.

Whether in this section or in a separate stand-alone section, the EIR will address existing and project related hazards. Existing site operations and any potential human exposure hazards associated with these operations, including the potential for pesticides within on-site soils, will be described based on the applicant's phase 1 site assessment. We assume the applicant will provide information pertaining to risks associated with the proposed operations, including any hazard zones, risk reduction/ management plans, or other mechanisms that address any hazards.

Land Use, Planning, Population, Housing:

Ascent will evaluate the project relative to the City's General Plan and policies, as well as the City zoning code for regulatory compatibility and conformity. The project would require several amendments to the General Plan including the proposed change in land use designation to Vocational Training (VT), change in zoning to VT, and realignment of Baker Street. Ascent will also examine the existing land use patterns in the area and will describe any potential for division or conflicts with existing communities as a result of redesignation and development, which will be evaluated separately. Additionally, Ascent will evaluate the potential impacts associated with other amendments to City Code, including amendments to the City Noise Ordinance and associated performance standards. While this issue will be evaluated, as appropriate, in other sections of the EIR related to physical environmental impacts, a discussion of consistency with land use plans and policies related to the changes will be provided in this section of the EIR. Feasible mitigation measures to reduce or avoid potentially significant impacts will be recommended where necessary.

Ascent will also describe the potential for the proposed project to remove housing or induce substantial population growth. As the proposed project would provide a centralized training facility for existing PG&E staff, substantial population growth associated with its operation is not anticipated at this time. Mitigation measures will be provided as necessary to reduce or avoid significant impacts.

Noise and Vibration:

It is assumed that the noise and vibration analysis of the proposed project will be provided in a drop-in section for the EIR by Bollard Acoustical Consultants, under contract to the applicant. Ascent will adjust the language and format of the section as necessary to match the remainder of the EIR, but no technical analysis is anticipated to be necessary.

Public Services and Recreation:

The proposed project is not expected to substantially increase demand for school services or recreational facilities. Ascent will describe the project's potential to result in increased demands for public services including police, fire, and emergency services. Mitigation will be recommended to reduce or avoid potentially significant impacts, if necessary.

Transportation and Circulation:

This section of the EIR will be based on a stand-alone technical report to be prepared and submitted by Fehr & Peers. The EIR section will include a discussion of project-specific and cumulative impacts and appropriate mitigation measures. It is assumed this traffic analysis will include a quantitative discussion of potential impacts from construction traffic (including traffic safety) and project-generated traffic. Mitigation measures presented in the stand-alone technical report will be reflected in the EIR section.

Utilities, Hydrology, and Water Quality:

It is assumed that the information presented in this section of the EIR will be based on the utilities and hydrology technical reports to be prepared by the applicant. It is assumed that no additional technical analysis will be required by Ascent in order to evaluate the potential impacts to surface waters, water quality, water supply, water and wastewater infrastructure, drainage, and solid waste. Ascent will prepare the EIR section based on the results and information presented in the aforementioned reports. The EIR will describe the existing hydrologic and utility setting of the site and surrounding area. Local drainage conditions will be discussed, as well as the regulatory context for both drainage control and water quality (i.e. Drainage, Water, and Sewer Master Plans for the City). Any existing drainage facilities that could be affected by the proposed project will be identified.

The EIR will discuss the potential need for utility improvements/extensions at/near the project site as a result of project implementation, as well as the potential for the project to affect landfill capacity, which is not anticipated

to occur. (If utility extensions are proposed or needed, it is assumed the technical analyses of these extensions will be provided by the applicant.)

Cumulative Impacts:

The Ascent team will evaluate the impacts of cumulative development on the resource issues evaluated in the EIR. Ascent will work closely with City staff to establish the cumulative setting, which involves identification of a reasonably foreseeable related development based on existing land use diagrams and an accurate list of cumulative projects (proposed, approved, and under construction). The EIR section will also describe how the cumulative spatial context varies among, and even within, the various environmental issues areas.

Alternatives:

The EIR will include a comprehensive discussion of feasible alternatives to the proposed project. Up to four alternatives, including the No-Project Alternative will be evaluated in the EIR. The three action alternatives will be determined through consultation with City staff and Ms. Tschudin, and will be based on reducing environmental impacts. The alternatives will be analyzed at a level of detail less than that of the proposed project and will include sufficient detail to allow a comparison of the impacts. Potential alternatives could include mitigated design and an offsite alternative. If it is determined that an offsite alternative is not feasible, the EIR will include a discussion describing why this conclusion was reached.

Growth Inducement:

This section will qualitatively evaluate the project's potential to induce growth and subsequent environmental impacts that would occur (pursuant to CEQA Guidelines Section 15126[d]). The project is not expected to be growth inducing, as it will allow for a centralized training facility for current PG&E staff, and the analysis will be brief.

Significant and Unavoidable Impacts:

This section will clearly and succinctly summarize significant and unavoidable environmental effects of the proposed project and alternatives as evaluated in the EIR.

Other Sections Required by Statute:

CEQA provides very specific requirements for the contents of an EIR. Ascent will provide Ms. Tschudin and the City with a complete EIR, containing sections required by CEQA. Sections required by CEQA not mentioned above include table of contents, an executive summary, an introduction, effects not found to be significant, a discussion of irreversible commitment of resources, references, and a list of individuals and agencies consulted. The EIR will include visual aids, such as maps and diagrams, to clearly present the environmental analysis to the decision makers, responsible agencies, and the public.

Ascent will assemble all sections of the EIR and will produce one cohesive document. The document will comply with the City's typical format and style. Ascent will submit four (4) hard copies and one (1) CD of the Administrative Draft EIR and appendices to the City for review.

Deliverable

Administrative Draft EIR (4 hardcopies and 1 CD with MS Word and pdf versions of each chapter of the EIR)

Task 3 Prepare Screencheck Draft EIR, Public Draft EIR, and Notice of Availability

Task 3.1: Prepare Screencheck Draft EIR

Based on one set of consolidated comments from the City and Ms. Tschudin and a second set of consolidated comments from PG&E, Ascent will incorporate written comments on the Administrative Draft EIR to produce a Screencheck Draft EIR for City and Ms. Tschudin's review. Ascent will submit five hardcopies of the Screencheck Draft EIR.

Deliverable

Screencheck Draft EIR (5 hardcopies)

Task 3.2: Prepare Public Draft EIR

Once one set of consolidated Screencheck Draft EIR comments from City staff and Ms. Tschudin and one set of consolidated comments from PG&E are received, Ascent will incorporate those comments and produce a Draft EIR suitable for public distribution. It is assumed that Ascent would handle posting of the EIR at the Office of Planning and Research (OPR) due to its proximity to Ascent's offices and that City staff would handle the remainder of public distribution of the Draft EIR, including potential publication of a notice in a local newspaper. Attendance at public meetings related to the project, including a public hearing on the Draft EIR, are included as part of Task 7 of this scope of work.

Deliverables

Draft EIR (30 hardcopies and 45 CDs, 15 of which will be delivered by Ascent to OPR)

Task 3.3: Prepare Notice of Availability

Ascent will prepare a Notice of Availability (NOA) that will accompany and serve as the first page of the EIR or to be distributed as part of the larger public distribution of notice of the release of the Draft EIR. Ascent will also prepare a Notice of Completion (NOC) to be submitted to OPR with the Draft EIR.

Deliverables

NOA (Electronic submittal – MS Word and pdf)
NOC (Electronic submittal – MS Word and pdf)

Task 4 Prepare Administrative Final EIR, Final EIR, and MMRP

Task 4.1: Mitigation Monitoring and Reporting Program

Ascent will prepare the Mitigation Monitoring and Report Program (MMRP), based on the mitigation measures of the EIR, as amended through responses to comments and consistent with City requirements related to format and content. It is assumed that one draft and one final version of the MMRP would be provided electronically to the City and Ms. Tschudin.

Deliverables	Draft MMRP (Electronic submittal – MS Word and pdf)
	Final MMRP (Electronic submittal – MS Word and pdf)

Task 4.2: Administrative Final EIR

Ascent will review the written and oral comments received during the Draft EIR comment period and respond to those comments. For budgetary purposes, 60 hours of professional technical staff time (excluding document production) have been assumed for preparing responses to comments. If comments require more effort than has been assumed in this scope, a contract amendment will be required. Ascent will compile a standalone Administrative Final EIR that will include an introduction, summary of the project, comment letters and oral testimony provided on the EIR, responses to each raised environmental issue, and the MMRP. A separate “Revisions to the Draft EIR” section will be included, if needed, to document changes or corrections to the text of the EIR. This scope of work assumes that the Draft EIR will not be reproduced within the Final EIR. Rather, the Draft EIR together with the response to comments document will constitute the Final EIR.

Ascent will assemble all sections described above and will produce one cohesive document. The document will comply with the City’s typical format and style. Ascent will submit four (4) hard copies and one (1) CD of the Administrative Final EIR and appendices to the City and Ms. Tschudin for review.

Deliverable	Administrative Draft Final EIR (4 hardcopies and 1 CD with MS Word and pdf versions of each chapter of the EIR)
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Task 4.3: Final EIR

It is assumed that the City will provide Ascent with one set of consolidated comments on the Administrative Final EIR from City staff and that a second set of consolidated comments will be received from PG&E. Ascent will incorporate the comments received and will prepare a Final EIR (ten hardcopies copies and up to 20 CDs).

Deliverable	Final EIR (10 hardcopies and 20 CDs)
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Task 5 Notice of Determination

Task 5.1: Prepare and Post Notice of Determination

Ascent will be responsible for preparing and posting of the Notice of Determination (NOD) following project and Final EIR approval and certification. It is assumed that the City would handle the CDFW filing fees associated with the NOD.

Deliverable	NOD (2 hardcopies)
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Task 6 Meetings, Hearings, Coordination, and Project Management

Task 6.1 Project Management

Ascent’s management team will devote effort each month to ensure an efficient and timely process for project execution. In our experience, early identification of issues and agreement upon resolution is tantamount to maintaining an overall project schedule. Our efforts would include close coordination with City staff about project issues, as they arise. Ascent will maintain close communication with City staff to ensure that the City’s objectives are met, the schedule is maintained, and the project is implemented within established budget parameters. Ascent will prepare monthly progress reports regarding the project schedule, status of environmental tasks, information needs, and status of the contract. It is assumed that the first phase of the project will take approximately three months and that four and eight hours per month for the project director and project manager, respectively will be necessary for coordination and project management.

Task 6.2 Public Hearings on Draft EIR, and Final EIR

Ascent staff (project director and project manager) will prepare for and attend up to four public meetings/hearings on the project and be available to discuss the EIR process, as needed. It is assumed City staff will arrange for the meeting space, and prepare any presentation materials pertaining to the project itself and its technical issues. Ascent will prepare materials (assumed to be portions of a PowerPoint presentation) pertaining to CEQA and the environmental process. It is assumed that City staff will provide comment cards for use by meeting participants, and will be responsible for capturing summary notes of public and agency comments. It is assumed that verbatim recording or hire of a court reporter is not necessary.

Task 6.3 Internal Team Meetings

It is assumed that up to six project team meetings (3 in person/3 conference calls) may be required during this phase of the project. These meetings would be attended by Ascent's project director/principal and project manager and would be conducted either in-person or via conference call. If additional meetings are required, they may be added with amendment to scope and budget.

Exhibit "B"

COST ESTIMATE									
Proposal for Winters PG&E Vocational Training Facility EIR									
Ascent Environmental, Inc.									
April 23, 2014									
LABOR COSTS	Rate/Hour	Principal Ofekszulin \$200	Project Manager Mundhenk \$165	Asst. PM Planner Cunningham \$100	Biologist Funad \$115	GIS/ Graphics \$95	Word Processing/ Administrative \$90	Total Hours	Total Dollars
Task 1: Project Initiation, Kick-Off Meeting, and Materials Review									
Kick-off Meeting		4	4					8	\$ 1,460
Review Technical Studies			8	8				16	\$ 2,120
Subtotal, Task 1		4	12	8	0	0	0	24	\$ 3,580
Task 2: Prepare Administrative Draft EIR									
Executive Summary		2	4	8			1	15	\$ 1,950
Introduction/Appendices		1	4	10			1	16	\$ 1,950
Project Description		1	4	16			1	22	\$ 2,550
Environmental Analysis								0	\$ -
Aesthetics		1	2	20			1	24	\$ 2,620
Agricultural Resources		1	2	12			1	16	\$ 1,820
Air Quality		1	10				1	12	\$ 1,940
Biological Resources		1	2		20	2	1	26	\$ 3,110
Cultural Resources		1	2	12			1	16	\$ 1,820
Geology, Soils, Hazards, Mineral Resources		1	2	8			1	12	\$ 1,420
Greenhouse Gas Emissions		2	10				1	13	\$ 2,140
Land Use, Planning, Population, Housing		1	8	24			1	34	\$ 4,010
Noise		1	10			1	1	13	\$ 2,035
Public Services, Recreation		2	2	16			1	21	\$ 2,420
Transportation and Traffic		2	16			4	1	23	\$ 3,510
Utilities, Hydrology, Water Quality		1	2	12			1	16	\$ 1,820
Other CEQA		1	4	16			1	22	\$ 2,550
Cumulative		2	8	32		2	2	46	\$ 5,290
Alternatives		4	4	28		2	2	40	\$ 4,630
Subtotal, Task 2		26	96	214	20	11	20	372	\$ 47,585
Task 3: Prepare Screencheck Draft EIR, Public Draft EIR, and Notice of Availability									
Screencheck Draft EIR		8	20	40		4	12	84	\$ 10,360
Public Draft EIR		4	12	12			6	34	\$ 4,520
Notice of Availability				2				2	\$ 200
Subtotal, Task 3		12	32	54	0	4	18	120	\$ 15,080
Task 4: Prepare Administrative Final EIR, Final EIR, and MMRP									
Mitigation Monitoring and Reporting Program (MMRP)		1	2	8			4	15	\$ 1,690
Administrative Final EIR		10	32	40	4	2	14	102	\$ 13,190
Public Final EIR and MMP		8	16	20			8	52	\$ 6,960
Subtotal, Task 4		19	50	68	4	2	26	169	\$ 21,840
Task 5: Notice of Determination									
CEQA Notice of Determination			1	2				3	\$ 365
Subtotal, Task 5		0	1	2	0	0	0	3	\$ 365
Task 6: Meetings, Hearings, Coordination, and Project Management									
Project Management		12	24					36	\$ 6,360
Public Hearings on NOP, Draft EIR, and Final EIR (up to 4)		16	16					32	\$ 5,840
Internal Team Meetings (up to 6 2-hour meetings)		12	12					24	\$ 4,380
Subtotal, Task 6		40	52	0	0	0	0	92	\$ 16,580
Total Labor Hours		101	243	346	24	17	64	780	
Total Labor Dollars		\$20,200	\$40,095	\$34,600	\$2,760	\$1,615	\$5,760		\$ 105,030
DIRECT COSTS									
1. Printing (Assumes up to 60 documents at an average cost of \$50 per document)									\$ 3,000
2. Other Reproduction									\$ 200
3. Mileage/Parking/Travel (Assumes 560 miles [8 round trips] @ 0.56/mile)									\$ 315
4. Maps/Supplies/Photos									\$ -
5. Postage/Delivery									\$ 500
6. Miscellaneous									\$ 200
Total Direct Costs									\$ 4,215
TOTAL ESTIMATED FEE									
									\$ 109,245

Exhibit "C"

Schedule

Ascent commits to the following schedule for the proposed project. Estimated due dates shown in the following table are based on Ascent's current understanding of the project and are for planning purposes only. Some of the schedule items shown below are outside the control of Ascent, such as the provision of technical reports by PG&E and comments by the City, Ms. Tschudin, and PG&E. Contractual *submittal dates will be based on the intervals shown in the second column of the table. The implementation schedule will be adjusted regularly, in coordination with City staff, based on actual project milestones.*

Work Product/Milestone	Number of Weeks after Previous Task	Estimated Due Date
Contract/NTP in Place	N/A	April 28, 2014
Kick-off Meeting	1	May 1, 2014
Receive Last finalized Technical Report from Applicant	2	May 13, 2014
Submit Admin Draft EIR	6	June 26, 2014*
Receive City/applicant comments on Admin Draft EIR	2	July 10, 2014
Submit Screencheck Draft EIR	2	July 24, 2014
Submit Draft EIR	2	August 7, 2014
City publishes Draft EIR	1 day	August 8, 2014
Public Hearing on Draft EIR	4	Week of September 1, 2014
45-day public review period ends	2	September 22, 2014
Submit Admin Final EIR	2	October 6, 2014
Receive City/applicant comments on Admin Final EIR	1	October 13, 2014
Submit Final EIR	1	October 20, 2014
City distributes Final EIR (for 10-day Agency review)	1 day	October 21, 2014
Project Hearings (PC and CC)	3 weeks	Any time after October 31, 2014
File NOD	1 day	Day after final Council action

* Assumes technical studies/drop-in sections are adequate.

EXHIBIT "D"

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 the 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 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.

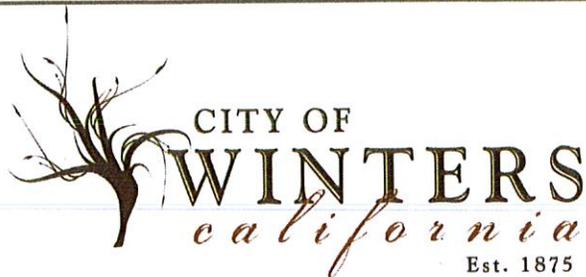
(13) LOCAL EMPLOYMENT POLICY. The City of Winters desires wherever possible, to hire qualified local residents to work on city projects. Local resident is defined as a person who resides in Yolo County.

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.



**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF WINTERS
HONORING EAGLE SCOUT KA'IMPONO K.D. DRUMRIGHT**

WHEREAS, Ka'imipono K.D. Drumright of Winters, California, received the prestigious Eagle Scout award from the Boy Scouts of America on January 7, 2014, the highest rank that can be attained by Scouts and an honor attained by only four percent of all Scouts; and

WHEREAS, Ka'imipono, as an active member of Troop 998, has held the leadership positions of Senior Patrol Leader and Chaplain's Aid; and

WHEREAS, Ka'imipono earned a remarkable 25 Merit Badges, including his two favorites, Personal Fitness and Wilderness Survival, and attended many Scouting camps over the years and learned many skills including rock climbing, rifle shooting, first aid, cooking, knot tying and environmental science, among others; and

WHEREAS, Ka'imipono in his four years at Winters High School, was the starting center on the football team for 3 years and was named the recipient of the Coaching Award and Varsity Senior Scholar Athlete Award, was a member of the track and field team for all four years, where the team was named Nor Cal Section Champs this year, was on the wrestling team for two years, and was crowned both Homecoming King and Mr. Warrior during his Senior year at Winters High School; and

WHEREAS, for his Eagle Project, Ka'imipono, under the recommendation of his Culinary Sciences instructor Chris Novello at Winters High School, spent approximately 200 hours building raised garden beds with recycled and donated materials, including an irrigation system, to grow vegetables and herbs to be used in the Culinary Sciences classes, highlighting the positive benefits of the Garden to School program for current and future Winters High School students; and

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

PASSED AND ADOPTED, this 6th Day of May, 2014.

Mayor Cecilia Aguiar-Curry

Mayor Pro Tem Woody Fridae

Councilmember Harold Anderson

Councilmember Wade Cowan

Councilmember Bruce Guelden

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



City of Winters Request for Street Closure

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

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

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

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

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

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

Name: <u>Rotary / Chamber</u>	Organization: <u>same</u>
Address: <u>11 main st</u>	Mailing Address: _____
Telephone: <u>795-2329</u>	Today's Date: <u>4-11-14</u>
Streets Requested: <u>East main st</u>	
Date of Street Closure: <u>6-7-14</u>	Time of Street Closure: <u>9-3</u>
Description of Activity: <u>Summer Festival / Fishing Derby</u>	
Services Requested of City: <u>None</u>	
<u>We will provide security</u>	
APPROVED: _____ Police Department _____ Public Works Department	



City of Winters Request for Street Closure

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

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

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

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

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

Name: <u>Robbie Rubio</u>	Organization: <u>Granddaughter's Graduation Party</u>
Address: <u>402 Pear Place</u>	Mailing Address: _____
Telephone: <u>530-681-1308</u>	Today's Date: <u>4-22-14</u>
Streets Requested: <u>402 Pear Place</u>	
Date of Street Closure: <u>Sun June 1, 2014</u>	Time of Street Closure: <u>5-9pm</u>
Description of Activity: <u>graduation party w/ DJ. our street is the last culdesac at a deadend street.</u>	
Services Requested of City: <u>place cones @ Apricot + Pear Pl</u>	
APPROVED: <u>[Signature]</u> Police Department	<u>[Signature]</u> Public Works Department

Date of Application: 4-22-14 To City Council: 5/6/14

Name of Person(s)/ Organization: Robbie Rubio Contact: same
Business Address: 402 Pear Place Telephone: _____
Winters, Ca
Telephone: 530-681-1308

Type of Event: graduation party - BBQ, swim

Purpose of Event: (ie; fundraiser, parade, festival, etc.): _____

Date/Time of Event: 6-1-14 From: 5pm To: 9pm
Location/Address of Event: 402 Pear Place
Winters, Ca 95694

Rated Output of Amplifier in Watts: 20 Amps Number of Speakers: 1

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

Signature: Robbie Rubio

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No
Rental Fee Paid: N/A (Not City Property) Yes No
Police Department: Approved Denied Date: 4/30/14
Authorized Signature: [Signature]
City Council: Approved Denied Date: _____
Authorized Signature: _____

MAY 6 6:30

CITY OF WINTERS

AMPLIFIED SOUND PERMIT APPLICATION

Date of Application: 4-29-14

To City Council: 5/6/14

Name of Person(s)/ Organization: MAIN STREET CHURCH

Contact: PASTOR STEVE RUTLEDGE

Business Address: 205 MAIN STREET

Telephone: 530 304-9494

WINTERS CA 95694

Telephone: 530-304-9494 (cell) 530-795-4562 (PR)

Type of Event: CHURCH / COMMUNITY
TEXT REVIVAL - RETRO SETTING

Purpose of Event: (ie; fundraiser, parade, festival, etc.): SUNDAY JUNE 15 6PM-10PM

Date/Time of Event: FRIDAY JUNE 13 7PM-10PM
SATURDAY JUNE 14 7PM-10PM From: 7 PM To: 10 PM
6 PM 10 PM

Location/Address of Event: LORENZO'S MARKET (FIELD EAST OF MARKET)

GRANT AVE / Aug 128

Rated Output of Amplifier in Watts: 50

Number of Speakers: 4

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

Signature: [Signature]

For City Use Only

Proof of Insurance: N/A (Not City Property) Yes No

Rental Fee Paid: N/A (Not City Property) Yes No

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____

2062 TOMMORROW

Certificate of Flame Resistance



REGISTERED APPLICATION CONCERN No.

F-12224

ISSUED BY

Hercule Products, Inc.
P. O. Box 435
Etnesville, PA 17318

Date Work Performed

06/10

This is to certify that the materials described on the bottom hereof have been flame-retardant treated (or are inherently nonflammable).

FOR Miami Missionary Tent AT 129 S. Treaty St.

CITY Miami STATE OK, 74354

Certification is hereby made that: (Check "a" or "b")

(a) The articles described on the bottom of this Certificate have been treated with a flame-retardant chemical approved and registered by the State Fire Marshal and that the application of said chemical was done in conformance with the laws of the State of California and the Rules and Regulations of the State Fire Marshal.

Name of chemical used _____ Chem. Reg. No. _____

Method of application _____

(b) The articles described on the bottom hereof are made from a flame-resistant fabric or material registered and approved by the State Fire Marshal for such use.

Trade name of flame-resistant fabric or material used _____ Archtent 777 HD-B/O Reg. No. F-12224

The Flame Retardant Process Used _____ WILL NOT _____ Be Removed By Washing

(will or will not)

By [Signature]
Name of Production Superintendent [Signature]
Q C Manager



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Public Hearing and Introduction and Waive the First Reading of Ordinance 2014-03, an Ordinance of the City of Winters amending Title 2, Chapter 2.04 of the Winters Municipal Code to Replace Robert's Rules of Order with Rosenberg's Rules of Order

RECOMMENDATIONS:

Hold the Public Hearing and Consider the Introduction of Ordinance 2014-03, an Ordinance of the City of Winters amending Title 2, Chapter 2.04 of the Winters Municipal Code to Replace Robert's Rules of Order with Rosenberg's Rules of Order

BACKGROUND:

In 2003 the League of California Cities published "Rosenberg's Rules of Order. Simple Parliamentary Procedures for the 21st Century" (written by Dave Rosenberg) as an alternative to Roberts Rules of Order (published in 1876). The simplified procedures embody the core principles of Roberts Rules in a manner tailored to meetings of City Councils and similar legislative bodies. These rules were developed by Dave Rosenberg, an elected county supervisor representing the 4th District in Yolo County, with over 20 years of experience of chairing meetings in state and local government. These rules retain the basic system of order to which we have grown accustomed.

The attached Ordinance, if introduced, will then come back to the City Council for adoption on May 20th. If the Ordinance is adopted on May 20th by a 4/5ths vote, it will establish Rosenberg's Rules of Order as the rules for meeting conduct for the Winters City Council after 30 days.

FISCAL IMPACTS:

None

ATTACHMENTS:

1. Ordinance
2. Rosenberg's Rules of Order

ORDINANCE No. 2014-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS ADDING AMENDING TITLE 2, CHAPTER 2.04 OF THE WINTERS MUNICIPAL CODE TO REPLACE ROBERT'S RULES OF ORDER WITH ROSENBERG'S RULES OF ORDER

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

SECTION 1: PURPOSE

Current Winters City Council meetings are governed procedurally by Robert's Rules of Order. The City Council has previously approved by motion a preference for Rosenberg's Rules of Order to govern parliamentary procedure at Winters City Council meetings. The purpose of this ordinance is to amend Section 2.04.060 to designate Rosenberg's Rules of Order (instead of Robert's Rules of Order) as the Council's parliamentary procedure. This Ordinance authorizes the City Council, by 4/5ths vote, to amend by resolution Rosenberg's Rules of Order should the City Council find that it is a more appropriate or applicable use of the procedural guide.

SECTION 2: Chapter 2.04.060 is hereby amended to read as follows:

2.04.060 Rosenberg's rules of order.

The city council shall be governed under "Rosenberg's Rules of Order" on all matters pertaining to parliamentary procedure where such rules are not in conflict with this code or any law of the state. The Rosenberg's Rules of Order may be amended by City Council Resolution adopted by at least a 4/5th vote, should the City Council deem it appropriate to do so.

SECTION 3: ENVIRONMENTAL REVIEW

This ordinance is not subject to the California Environmental Quality Act ("CEQA" pursuant to 15060 (c)(2) (the activity will not result in a direct or reasonable foreseeable indirect physical change in the environment) and 15060 (c)(3) the activity is not a project as defined in 15378 of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations) because it has no potential for resulting in physical change to the environment, directly or indirectly. This ordinance also is exempt from CEQA pursuant to the "common sense" exemption under 15061(b)(3) of the CEQA Guidelines, because the City Council hereby determines and finds that there is no possibility that the ordinance may have a significant effect on the environment.

SECTION 4: Effective Date

This ordinance shall become effective June 19, 2014, provided it is published in full or in summary within fifteen (15) days after its adoption in a newspaper of general circulation.

This ordinance was introduced, after public hearing, and the title thereof read at the regular meeting of the City Council on May 6, 2014, and adopted, after the second reading, at the regular meeting of the City Council on May 20, 2014.

On a motion by Council Member _____, seconded by Council Member _____, the foregoing ordinance was passed and adopted by the City Council of the City of Winters, State of California, this 20th day of May, 2014, by the following vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

CECILIA AGUIAR-CURRY, MAYOR

ATTEST:

NANCI G. MILLS, CITY CLERK



Rosenberg's Rules of Order

REVISED 2011

Simple Rules of Parliamentary Procedure for the 21st Century

By Judge Dave Rosenberg



MISSION AND CORE BELIEFS

To expand and protect local control for cities through education and advocacy to enhance the quality of life for all Californians.

VISION

To be recognized and respected as the leading advocate for the common interests of California's cities.

About the League of California Cities

Established in 1898, the League of California Cities is a member organization that represents California's incorporated cities. The League strives to protect the local authority and autonomy of city government and help California's cities effectively serve their residents. In addition to advocating on cities' behalf at the state capitol, the League provides its members with professional development programs and information resources, conducts education conferences and research, and publishes *Western City* magazine.

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ABOUT THE AUTHOR

Dave Rosenberg is a Superior Court Judge in Yolo County. He has served as presiding judge of his court, and as presiding judge of the Superior Court Appellate Division. He also has served as chair of the Trial Court Presiding Judges Advisory Committee (the committee composed of all 58 California presiding judges) and as an advisory member of the California Judicial Council. Prior to his appointment to the bench, Rosenberg was member of the Yolo County Board of Supervisors, where he served two terms as chair. Rosenberg also served on the Davis City Council, including two terms as mayor. He has served on the senior staff of two governors, and worked for 19 years in private law practice. Rosenberg has served as a member and chair of numerous state, regional and local boards. Rosenberg chaired the California State Lottery Commission, the California Victim Compensation and Government Claims Board, the Yolo-Solano Air Quality Management District, the Yolo County Economic Development Commission, and the Yolo County Criminal Justice Cabinet. For many years, he has taught classes on parliamentary procedure and has served as parliamentarian for large and small bodies.



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INTRODUCTION

The rules of procedure at meetings should be simple enough for most people to understand. Unfortunately, that has not always been the case. Virtually all clubs, associations, boards, councils and bodies follow a set of rules — *Robert's Rules of Order* — which are embodied in a small, but complex, book. Virtually no one I know has actually read this book cover to cover. Worse yet, the book was written for another time and for another purpose. If one is chairing or running a parliament, then *Robert's Rules of Order* is a dandy and quite useful handbook for procedure in that complex setting. On the other hand, if one is running a meeting of say, a five-member body with a few members of the public in attendance, a simplified version of the rules of parliamentary procedure is in order.

Hence, the birth of *Rosenberg's Rules of Order*.

What follows is my version of the rules of parliamentary procedure, based on my decades of experience chairing meetings in state and local government. These rules have been simplified for the smaller bodies we chair or in which we participate, slimmed down for the 21st Century, yet retaining the basic tenets of order to which we have grown accustomed. Interestingly enough, *Rosenberg's Rules* has found a welcoming audience. Hundreds of cities, counties, special districts, committees, boards, commissions, neighborhood associations and private corporations and companies have adopted *Rosenberg's Rules* in lieu of *Robert's Rules* because they have found them practical, logical, simple, easy to learn and user friendly.

This treatise on modern parliamentary procedure is built on a foundation supported by the following four pillars:

1. **Rules should establish order.** The first purpose of rules of parliamentary procedure is to establish a framework for the orderly conduct of meetings.
2. **Rules should be clear.** Simple rules lead to wider understanding and participation. Complex rules create two classes: those who understand and participate; and those who do not fully understand and do not fully participate.
3. **Rules should be user friendly.** That is, the rules must be simple enough that the public is invited into the body and feels that it has participated in the process.
4. **Rules should enforce the will of the majority while protecting the rights of the minority.** The ultimate purpose of rules of procedure is to encourage discussion and to facilitate decision making by the body. In a democracy, majority rules. The rules must enable the majority to express itself and fashion a result, while permitting the minority to also express itself, but not dominate, while fully participating in the process.

Establishing a Quorum

The starting point for a meeting is the establishment of a quorum. A quorum is defined as the minimum number of members of the body who must be present at a meeting for business to be legally transacted. The default rule is that a quorum is one more than half the body. For example, in a five-member body a quorum is three. When the body has three members present, it can legally transact business. If the body has less than a quorum of members present, it cannot legally transact business. And even if the body has a quorum to begin the meeting, the body can lose the quorum during the meeting when a member departs (or even when a member leaves the dais). When that occurs the body loses its ability to transact business until and unless a quorum is reestablished.

The default rule, identified above, however, gives way to a specific rule of the body that establishes a quorum. For example, the rules of a particular five-member body may indicate that a quorum is four members for that particular body. The body must follow the rules it has established for its quorum. In the absence of such a specific rule, the quorum is one more than half the members of the body.

The Role of the Chair

While all members of the body should know and understand the rules of parliamentary procedure, it is the chair of the body who is charged with applying the rules of conduct of the meeting. The chair should be well versed in those rules. For all intents and purposes, the chair makes the final ruling on the rules every time the chair states an action. In fact, all decisions by the chair are final unless overruled by the body itself.

Since the chair runs the conduct of the meeting, it is usual courtesy for the chair to play a less active role in the debate and discussion than other members of the body. This does not mean that the chair should not participate in the debate or discussion. To the contrary, as a member of the body, the chair has the full right to participate in the debate, discussion and decision-making of the body. What the chair should do, however, is strive to be the last to speak at the discussion and debate stage. The chair should not make or second a motion unless the chair is convinced that no other member of the body will do so at that point in time.

The Basic Format for an Agenda Item Discussion

Formal meetings normally have a written, often published agenda. Informal meetings may have only an oral or understood agenda. In either case, the meeting is governed by the agenda and the agenda constitutes the body's agreed-upon roadmap for the meeting. Each agenda item can be handled by the chair in the following basic format:

First, the chair should clearly announce the agenda item number and should clearly state what the agenda item subject is. The chair should then announce the format (which follows) that will be followed in considering the agenda item.

Second, following that agenda format, the chair should invite the appropriate person or persons to report on the item, including any recommendation that they might have. The appropriate person or persons may be the chair, a member of the body, a staff person, or a committee chair charged with providing input on the agenda item.

Third, the chair should ask members of the body if they have any technical questions of clarification. At this point, members of the body may ask clarifying questions to the person or persons who reported on the item, and that person or persons should be given time to respond.

Fourth, the chair should invite public comments, or if appropriate at a formal meeting, should open the public meeting for public input. If numerous members of the public indicate a desire to speak to the subject, the chair may limit the time of public speakers. At the conclusion of the public comments, the chair should announce that public input has concluded (or the public hearing, as the case may be, is closed).

Fifth, the chair should invite a motion. The chair should announce the name of the member of the body who makes the motion.

Sixth, the chair should determine if any member of the body wishes to second the motion. The chair should announce the name of the member of the body who seconds the motion. It is normally good practice for a motion to require a second before proceeding to ensure that it is not just one member of the body who is interested in a particular approach. However, a second is not an absolute requirement, and the chair can proceed with consideration and vote on a motion even when there is no second. This is a matter left to the discretion of the chair.

Seventh, if the motion is made and seconded, the chair should make sure everyone understands the motion.

This is done in one of three ways:

1. The chair can ask the maker of the motion to repeat it;
2. The chair can repeat the motion; or
3. The chair can ask the secretary or the clerk of the body to repeat the motion.

Eighth, the chair should now invite discussion of the motion by the body. If there is no desired discussion, or after the discussion has ended, the chair should announce that the body will vote on the motion. If there has been no discussion or very brief discussion, then the vote on the motion should proceed immediately and there is no need to repeat the motion. If there has been substantial discussion, then it is normally best to make sure everyone understands the motion by repeating it.

Ninth, the chair takes a vote. Simply asking for the “ayes” and then asking for the “nays” normally does this. If members of the body do not vote, then they “abstain.” Unless the rules of the body provide otherwise (or unless a super majority is required as delineated later in these rules), then a simple majority (as defined in law or the rules of the body as delineated later in these rules) determines whether the motion passes or is defeated.

Tenth, the chair should announce the result of the vote and what action (if any) the body has taken. In announcing the result, the chair should indicate the names of the members of the body, if any, who voted in the minority on the motion. This announcement might take the following form: “The motion passes by a vote of 3-2, with Smith and Jones dissenting. We have passed the motion requiring a 10-day notice for all future meetings of this body.”

Motions in General

Motions are the vehicles for decision making by a body. It is usually best to have a motion before the body prior to commencing discussion of an agenda item. This helps the body focus.

Motions are made in a simple two-step process. First, the chair should recognize the member of the body. Second, the member of the body makes a motion by preceding the member’s desired approach with the words “I move ...”

A typical motion might be: “I move that we give a 10-day notice in the future for all our meetings.”

The chair usually initiates the motion in one of three ways:

1. **Inviting the members of the body to make a motion**, for example, “A motion at this time would be in order.”
2. **Suggesting a motion to the members of the body**, “A motion would be in order that we give a 10-day notice in the future for all our meetings.”
3. **Making the motion**. As noted, the chair has every right as a member of the body to make a motion, but should normally do so only if the chair wishes to make a motion on an item but is convinced that no other member of the body is willing to step forward to do so at a particular time.

The Three Basic Motions

There are three motions that are the most common and recur often at meetings:

The basic motion. The basic motion is the one that puts forward a decision for the body’s consideration. A basic motion might be: “I move that we create a five-member committee to plan and put on our annual fundraiser.”

The motion to amend. If a member wants to change a basic motion that is before the body, they would move to amend it. A motion to amend might be: "I move that we amend the motion to have a 10-member committee." A motion to amend takes the basic motion that is before the body and seeks to change it in some way.

The substitute motion. If a member wants to completely do away with the basic motion that is before the body, and put a new motion before the body, they would move a substitute motion. A substitute motion might be: "I move a substitute motion that we cancel the annual fundraiser this year."

"Motions to amend" and "substitute motions" are often confused, but they are quite different, and their effect (if passed) is quite different. A motion to amend seeks to retain the basic motion on the floor, but modify it in some way. A substitute motion seeks to throw out the basic motion on the floor, and substitute a new and different motion for it. The decision as to whether a motion is really a "motion to amend" or a "substitute motion" is left to the chair. So if a member makes what that member calls a "motion to amend," but the chair determines that it is really a "substitute motion," then the chair's designation governs.

A "friendly amendment" is a practical parliamentary tool that is simple, informal, saves time and avoids bogging a meeting down with numerous formal motions. It works in the following way: In the discussion on a pending motion, it may appear that a change to the motion is desirable or may win support for the motion from some members. When that happens, a member who has the floor may simply say, "I want to suggest a friendly amendment to the motion." The member suggests the friendly amendment, and if the maker and the person who seconded the motion pending on the floor accepts the friendly amendment, that now becomes the pending motion on the floor. If either the maker or the person who seconded rejects the proposed friendly amendment, then the proposer can formally move to amend.

Multiple Motions Before the Body

There can be up to three motions on the floor at the same time. The chair can reject a fourth motion until the chair has dealt with the three that are on the floor and has resolved them. This rule has practical value. More than three motions on the floor at any given time is confusing and unwieldy for almost everyone, including the chair.

When there are two or three motions on the floor (after motions and seconds) at the same time, the vote should proceed *first* on the *last* motion that is made. For example, assume the first motion is a basic "motion to have a five-member committee to plan and put on our annual fundraiser." During the discussion of this motion, a member might make a second motion to "amend the main motion to have a 10-member committee, not a five-member committee to plan and put on our annual fundraiser." And perhaps, during that discussion, a member makes yet a third motion as a "substitute motion that we not have an annual fundraiser this year." The proper procedure would be as follows:

First, the chair would deal with the *third* (the last) motion on the floor, the substitute motion. After discussion and debate, a vote would be taken first on the third motion. If the substitute motion *passed*, it would be a substitute for the basic motion and would eliminate it. The first motion would be moot, as would the second motion (which sought to amend the first motion), and the action on the agenda item would be completed on the passage by the body of the third motion (the substitute motion). No vote would be taken on the first or second motions.

Second, if the substitute motion *failed*, the chair would then deal with the second (now the last) motion on the floor, the motion to amend. The discussion and debate would focus strictly on the amendment (should the committee be five or 10 members). If the motion to amend *passed*, the chair would then move to consider the main motion (the first motion) as *amended*. If the motion to amend *failed*, the chair would then move to consider the main motion (the first motion) in its original format, not amended.

Third, the chair would now deal with the first motion that was placed on the floor. The original motion would either be in its original format (five-member committee), or if *amended*, would be in its amended format (10-member committee). The question on the floor for discussion and decision would be whether a committee should plan and put on the annual fundraiser.

To Debate or Not to Debate

The basic rule of motions is that they are subject to discussion and debate. Accordingly, basic motions, motions to amend, and substitute motions are all eligible, each in their turn, for full discussion before and by the body. The debate can continue as long as members of the body wish to discuss an item, subject to the decision of the chair that it is time to move on and take action.

There are exceptions to the general rule of free and open debate on motions. The exceptions all apply when there is a desire of the body to move on. The following motions are not debatable (that is, when the following motions are made and seconded, the chair must immediately call for a vote of the body without debate on the motion):

Motion to adjourn. This motion, if passed, requires the body to immediately adjourn to its next regularly scheduled meeting. It requires a simple majority vote.

Motion to recess. This motion, if passed, requires the body to immediately take a recess. Normally, the chair determines the length of the recess which may be a few minutes or an hour. It requires a simple majority vote.

Motion to fix the time to adjourn. This motion, if passed, requires the body to adjourn the meeting at the specific time set in the motion. For example, the motion might be: "I move we adjourn this meeting at midnight." It requires a simple majority vote.



Motion to table. This motion, if passed, requires discussion of the agenda item to be halted and the agenda item to be placed on “hold.” The motion can contain a specific time in which the item can come back to the body. “I move we table this item until our regular meeting in October.” Or the motion can contain no specific time for the return of the item, in which case a motion to take the item off the table and bring it back to the body will have to be taken at a future meeting. A motion to table an item (or to bring it back to the body) requires a simple majority vote.

Motion to limit debate. The most common form of this motion is to say, “I move the previous question” or “I move the question” or “I call the question” or sometimes someone simply shouts out “question.” As a practical matter, when a member calls out one of these phrases, the chair can expedite matters by treating it as a “request” rather than as a formal motion. The chair can simply inquire of the body, “any further discussion?” If no one wishes to have further discussion, then the chair can go right to the pending motion that is on the floor. However, if even one person wishes to discuss the pending motion further, then at that point, the chair should treat the call for the “question” as a formal motion, and proceed to it.

When a member of the body makes such a motion (“I move the previous question”), the member is really saying: “I’ve had enough debate. Let’s get on with the vote.” When such a motion is made, the chair should ask for a second, stop debate, and vote on the motion to limit debate. The motion to limit debate requires a two-thirds vote of the body.

NOTE: A motion to limit debate could include a time limit. For example: “I move we limit debate on this agenda item to 15 minutes.” Even in this format, the motion to limit debate requires a two-thirds vote of the body. A similar motion is a *motion to object to consideration of an item*. This motion is not debatable, and if passed, precludes the body from even considering an item on the agenda. It also requires a two-thirds vote.

Majority and Super Majority Votes

In a democracy, a simple majority vote determines a question. A tie vote means the motion fails. So in a seven-member body, a vote of 4-3 passes the motion. A vote of 3-3 with one abstention means the motion fails. If one member is absent and the vote is 3-3, the motion still fails.

All motions require a simple majority, but there are a few exceptions. The exceptions come up when the body is taking an action which effectively cuts off the ability of a minority of the body to take an action or discuss an item. These extraordinary motions require a two-thirds majority (a super majority) to pass:

Motion to limit debate. Whether a member says, “I move the previous question,” or “I move the question,” or “I call the question,” or “I move to limit debate,” it all amounts to an attempt to cut off the ability of the minority to discuss an item, and it requires a two-thirds vote to pass.

Motion to close nominations. When choosing officers of the body (such as the chair), nominations are in order either from a nominating committee or from the floor of the body. A motion to close nominations effectively cuts off the right of the minority to nominate officers and it requires a two-thirds vote to pass.

Motion to object to the consideration of a question. Normally, such a motion is unnecessary since the objectionable item can be tabled or defeated straight up. However, when members of a body do not even want an item on the agenda to be considered, then such a motion is in order. It is not debatable, and it requires a two-thirds vote to pass.

Motion to suspend the rules. This motion is debatable, but requires a two-thirds vote to pass. If the body has its own rules of order, conduct or procedure, this motion allows the body to suspend the rules for a particular purpose. For example, the body (a private club) might have a rule prohibiting the attendance at meetings by non-club members. A motion to suspend the rules would be in order to allow a non-club member to attend a meeting of the club on a particular date or on a particular agenda item.

Counting Votes

The matter of counting votes starts simple, but can become complicated.

Usually, it’s pretty easy to determine whether a particular motion passed or whether it was defeated. If a simple majority vote is needed to pass a motion, then one vote more than 50 percent of the body is required. For example, in a five-member body, if the vote is three in favor and two opposed, the motion passes. If it is two in favor and three opposed, the motion is defeated.

If a two-thirds majority vote is needed to pass a motion, then how many affirmative votes are required? The simple rule of thumb is to count the “no” votes and double that count to determine how many “yes” votes are needed to pass a particular motion. For example, in a seven-member body, if two members vote “no” then the “yes” vote of at least four members is required to achieve a two-thirds majority vote to pass the motion.

What about tie votes? In the event of a tie, the motion always fails since an affirmative vote is required to pass any motion. For example, in a five-member body, if the vote is two in favor and two opposed, with one member absent, the motion is defeated.

Vote counting starts to become complicated when members vote “abstain” or in the case of a written ballot, cast a blank (or unreadable) ballot. Do these votes count, and if so, how does one count them? The starting point is always to check the statutes.

In California, for example, for an action of a board of supervisors to be valid and binding, the action must be approved by a majority of the board. (California Government Code Section 25005.) Typically, this means three of the five members of the board must vote affirmatively in favor of the action. A vote of 2-1 would not be sufficient. A vote of 3-0 with two abstentions would be sufficient. In general law cities in

California, as another example, resolutions or orders for the payment of money and all ordinances require a recorded vote of the total members of the city council. (California Government Code Section 36936.) Cities with charters may prescribe their own vote requirements. Local elected officials are always well-advised to consult with their local agency counsel on how state law may affect the vote count.

After consulting state statutes, step number two is to check the rules of the body. If the rules of the body say that you count votes of “those present” then you treat abstentions one way. However, if the rules of the body say that you count the votes of those “present and voting,” then you treat abstentions a different way. And if the rules of the body are silent on the subject, then the general rule of thumb (and default rule) is that you count all votes that are “present and voting.”

Accordingly, under the “present and voting” system, you would **NOT** count abstention votes on the motion. Members who abstain are counted for purposes of determining quorum (they are “present”), but you treat the abstention votes on the motion as if they did not exist (they are not “voting”). On the other hand, if the rules of the body specifically say that you count votes of those “present” then you **DO** count abstention votes both in establishing the quorum and on the motion. In this event, the abstention votes act just like “no” votes.

How does this work in practice?

Here are a few examples.

Assume that a five-member city council is voting on a motion that requires a simple majority vote to pass, and assume further that the body has no specific rule on counting votes. Accordingly, the default rule kicks in and we count all votes of members that are “present and voting.” If the vote on the motion is 3-2, the motion passes. If the motion is 2-2 with one abstention, the motion fails.

Assume a five-member city council voting on a motion that requires a two-thirds majority vote to pass, and further assume that the body has no specific rule on counting votes. Again, the default rule applies. If the vote is 3-2, the motion fails for lack of a two-thirds majority. If the vote is 4-1, the motion passes with a clear two-thirds majority. A vote of three “yes,” one “no” and one “abstain” also results in passage of the motion. Once again, the abstention is counted only for the purpose of determining quorum, but on the actual vote on the motion, it is as if the abstention vote never existed — so an effective 3-1 vote is clearly a two-thirds majority vote.

Now, change the scenario slightly. Assume the same five-member city council voting on a motion that requires a two-thirds majority vote to pass, but now assume that the body **DOES** have a specific rule requiring a two-thirds vote of members “present.” Under this specific rule, we must count the members present not only for quorum but also for the motion. In this scenario, any abstention has the same force and effect as if it were a “no” vote. Accordingly, if the votes were three “yes,” one “no” and one “abstain,” then the motion fails. The abstention in this case is treated like a “no” vote and effective vote of 3-2 is not enough to pass two-thirds majority muster.

Now, exactly how does a member cast an “abstention” vote?

Any time a member votes “abstain” or says, “I abstain,” that is an abstention. However, if a member votes “present” that is also treated as an abstention (the member is essentially saying, “Count me for purposes of a quorum, but my vote on the issue is abstain.”) In fact, any manifestation of intention not to vote either “yes” or “no” on the pending motion may be treated by the chair as an abstention. If written ballots are cast, a blank or unreadable ballot is counted as an abstention as well.

Can a member vote “absent” or “count me as absent?” Interesting question. The ruling on this is up to the chair. The better approach is for the chair to count this as if the member had left his/her chair and is actually “absent.” That, of course, affects the quorum. However, the chair may also treat this as a vote to abstain, particularly if the person does not actually leave the dais.

The Motion to Reconsider

There is a special and unique motion that requires a bit of explanation all by itself; the motion to reconsider. A tenet of parliamentary procedure is finality. After vigorous discussion, debate and a vote, there must be some closure to the issue. And so, after a vote is taken, the matter is deemed closed, subject only to reopening if a proper motion to consider is made and passed.

A motion to reconsider requires a majority vote to pass like other garden-variety motions, but there are two special rules that apply only to the motion to reconsider.

First, is the matter of timing. A motion to reconsider must be made at the meeting where the item was first voted upon. A motion to reconsider made at a later time is untimely. (The body, however, can always vote to suspend the rules and, by a two-thirds majority, allow a motion to reconsider to be made at another time.)

Second, a motion to reconsider may be made only by certain members of the body. Accordingly, a motion to reconsider may be made only by a member who voted in the majority on the original motion. If such a member has a change of heart, he or she may make the motion to reconsider (any other member of the body — including a member who voted in the minority on the original motion — may second the motion). If a member who voted in the minority seeks to make the motion to reconsider, it must be ruled out of order. The purpose of this rule is finality. If a member of minority could make a motion to reconsider, then the item could be brought back to the body again and again, which would defeat the purpose of finality.

If the motion to reconsider passes, then the original matter is back before the body, and a new original motion is in order. The matter may be discussed and debated as if it were on the floor for the first time.

Courtesy and Decorum

The rules of order are meant to create an atmosphere where the members of the body and the members of the public can attend to business efficiently, fairly and with full participation. At the same time, it is up to the chair and the members of the body to maintain common courtesy and decorum. Unless the setting is very informal, it is always best for only one person at a time to have the floor, and it is always best for every speaker to be first recognized by the chair before proceeding to speak.

The chair should always ensure that debate and discussion of an agenda item focuses on the item and the policy in question, not the personalities of the members of the body. Debate on policy is healthy, debate on personalities is not. The chair has the right to cut off discussion that is too personal, is too loud, or is too crude.

Debate and discussion should be focused, but free and open. In the interest of time, the chair may, however, limit the time allotted to speakers, including members of the body.

Can a member of the body interrupt the speaker? The general rule is "no." There are, however, exceptions. A speaker may be interrupted for the following reasons:

Privilege. The proper interruption would be, "point of privilege." The chair would then ask the interrupter to "state your point." Appropriate points of privilege relate to anything that would interfere with the normal comfort of the meeting. For example, the room may be too hot or too cold, or a blowing fan might interfere with a person's ability to hear.

Order. The proper interruption would be, "point of order." Again, the chair would ask the interrupter to "state your point." Appropriate points of order relate to anything that would not be considered appropriate conduct of the meeting. For example, if the chair moved on to a vote on a motion that permits debate without allowing that discussion or debate.

Appeal. If the chair makes a ruling that a member of the body disagrees with, that member may appeal the ruling of the chair. If the motion is seconded, and after debate, if it passes by a simple majority vote, then the ruling of the chair is deemed reversed.

Call for orders of the day. This is simply another way of saying, "return to the agenda." If a member believes that the body has drifted from the agreed-upon agenda, such a call may be made. It does not require a vote, and when the chair discovers that the agenda has not been followed, the chair simply reminds the body to return to the agenda item properly before them. If the chair fails to do so, the chair's determination may be appealed.

Withdraw a motion. During debate and discussion of a motion, the maker of the motion on the floor, at any time, may interrupt a speaker to withdraw his or her motion from the floor. The motion is immediately deemed withdrawn, although the chair may ask the person who seconded the motion if he or she wishes to make the motion, and any other member may make the motion if properly recognized.

Special Notes About Public Input

The rules outlined above will help make meetings very public-friendly. But in addition, and particularly for the chair, it is wise to remember three special rules that apply to each agenda item:

Rule One: Tell the public what the body will be doing.

Rule Two: Keep the public informed while the body is doing it.

Rule Three: When the body has acted, tell the public what the body did.



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CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Edgar Chavez
SUBJECT: Youth City Council

RECOMMENDATION: Staff recommends that the Council support the creation of a Youth City Council, which will enhance youth involvement with civic activities and foster youth leadership. Approval of annual budget of \$400.

BACKGROUND:

- The youth city council would be made up of five members one member from each grade starting from 8 to 12 grade. Each member would be from a different grade in order to effectively represent all of the youth.
- Motivate the youth to take a part in their community; being responsible for certain duties and establishing deadlines would give the youth a sense of responsibility.
- Better inform the youth of events taking place in winters
- Reducing plastic bags use and other environmental improvements programs
- Helping teenagers acquire community service hours
- Introduce more youth to the Gallup Strengths training mine are input positivity woo arranger achiever.
- Taking a role in organizing events such as the Youth Day Parade, and park clean up days

FISCAL IMPACT: \$400



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Contract with Tully & Young, Inc to Assist in Obtaining Temporary Recycled Wastewater (WW) Permit for Agricultural Irrigation to Adjacent Lands

RECOMMENDATION: Staff recommends approval for City Manager to execute a contract with Tully & Young Inc., to assist the City in obtaining a temporary recycled WW permit for agriculture irrigation to adjacent lands. Contract amount not to exceed \$15,000.00

BACKGROUND: The City has been very interested in pursuing options regarding the reuse of our Wastewater. Currently the City discharges our treated WW on the spray fields adjacent to the WW Treatment Facility. Several of our farming neighbors have expressed a strong interest in purchasing our treated WW, unfortunately the process to do so will require a fairly lengthy and costly amendment to our current Waste Discharge Permit (WDR).

However, the recent drought declaration by the State of California, has allowed for the City to apply for a one year temporary recycled WW permit. Tully & Young and City staff have had several conversations with Regional Water Quality Control Board (RWQCB) and California Department of Public Health- Food and Drug Division regarding this option, and they have given us the preliminary go ahead for this project.

Next tasks include completion of the Title 22 Engineering Report, continuing conversations with these agencies and developing agreements with the adjacent farmers.

We expect to be able to begin providing recycled WW to the farmer in June. Soon after this staff plans to schedule time with the RWQCB to begin the application process for the amendment to our WDR which will allow the City to continue providing recycled WW to the farmers on an ongoing basis.

Selling recycled WW to farmers will allow the City to delay expansion of spray fields, reduce costs Of ongoing maintenance of the spray fields and equipment and most importantly conserve water that farmers won't have to pump out of our aquifer.

FISCAL IMPACT: Not to exceed \$15,000

April 15, 2014

Carol Scianna
Environmental Service Manager
City of Winters
318 First Street
Winters, California 95694

Re: Continued services to assist the City with preparing materials and assisting with obtaining a temporary permit for use of the City's effluent for agricultural irrigation on adjacent lands

Dear Carol,

Thank you for the continued opportunity to assist the City with its efforts to obtain permission from the RWQCB and CDPH for the temporary placement of its treated effluent on adjacent agricultural lands. As we've recently discussed, the City is at the point of proceeding with preparing and submitting materials to CDPH and the RWQCB, negotiating and entering into an agreement with one or more of the adjacent landowners, and negotiating specific reporting criteria with RWQCB.

Tully & Young, Inc. will continue to assist the City with these efforts with the following services:

- Prepare a Title 22 Engineering Report as required by CDPH and the RWQCB that will describe necessary details of the project, including particulars such as timing of irrigation, specific areas of use, delivery system details, management of potential spills, and protections from public exposure. The report will be prepared using materials made available by the City, including existing documents, reports and/or drawings, coupled with additional narratives that describe pertinent project details. Tully & Young will work with CDPH for guidance on specific report sections to ensure only necessary documentation is prepared and to ensure the document will be useful in future efforts to obtain a long-term permit.
- Continue communications with the RWQCB and CDPH, as necessary, to enable the submission of materials, tracking of application reviews, and obtaining approvals. These communications are expected to also result in the final negotiated terms addressing irrigation limits, irrigated area monitoring, groundwater monitoring, reporting details, and other anticipated requirements.
- Communicate with City representatives throughout the process to ensure objectives are clear, tasks are understood, and actions are undertaken as will be identified during the process.

- Assist, at the direction of the City, with negotiations and execution of an agreement with the landowner(s) who will receive the water.

Under direction of the City, the tasks described above will be completed based on time and materials expended using the billing rates below, and are expected not to exceed \$15,000 (estimated at approximately 90 hours). Because the level of effort associated with the defined tasks is dependent on external factors, such as RWQCB and DPH staff cooperation and processing of requested approvals, the stated maximum budget will be assessed periodically with the City to assure resources are being spent efficiently, with opportunities to expand the not-to-exceed budget as may be warranted. The following rates will apply:

2014 Billing Rates

Principal	\$205/hour
Resource Planner	\$145/hour
Administrative	\$75/hour
Mileage	\$0.56/mile (or current IRS rate)
Other Reimbursable Expenses	Actual Cost

If you have any questions or would like to discuss refinements to this proposal, please let me know. I look forward to hearing from you.

Sincerely,

Greg Young

Greg Young, P.E.
Principal
Tully & Young

Copy: John Donlevy, City Manager



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council members
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Dan Maguire, Housing Programs Manager *DM*
SUBJECT: Approve an Exclusive Negotiating Rights Agreement between the City and Royal Guest in Regards to the Downtown Hotel Project

RECOMMENDATION:

Receive the report from staff updating City Council on the recommendation for the responses received to the City's Invitation to Submit Proposals for Development of a Downtown Hotel. Staff requests the City Council approve an Exclusive Negotiating Rights Agreement between the City and Royal Guest in regards to the Downtown Hotel Project.

BACKGROUND:

In January, 2014 Staff re-issued a Request for Proposals ("RFP") for interested parties to submit proposals to develop a Downtown Winters Hotel, to be located on the approximately 1 acre bounded by Newt's Expressway, Railroad Avenue, Abbey Street and First Street. The City received two (2) proposals in response to the RFP.

The developers and proposals included:

- P3 International, an 80 room hotel project based on a public/private partnership business model, with the City acting as developer and hotel operator. The City would be required to act as a financial backstop under this approach.
- Royal Guest, a 51 room hotel project based on traditional commercial lenders and equity investors.

The proposals included submittals of project concepts, site plans and financial pro-forma's associated with the projects.

The response review included a review of the attached proposals (*Please note, certain sections of the proposals, the pro-forma's and term sheets, which contain proprietary business information, are not included but are available to City Council under separate cover*), a review of the financial pro-forma's on the fiscal viability of the proposals, and presentations from the development teams to an ad-hoc committee consisting of City Staff. Staff received presentations from the principals of the two firms that submitted proposals and were able to ask follow-up questions to clarify information received in the proposals and presentations. Staff utilized the services of Urban Futures to provide financial analysis of the P3 proposal. Urban Futures met with a P3 Financial Advisor, Matt Challis of Jeffries, to discuss the proposed deal structure. Urban Futures provided City staff a risk assessment for the Public Private Partnership deal structure. The P3 proposal, with the City as an equity investor, would create the potential for exposure to the General Fund as a financial backstop under the proposed partnership. Staff is recommending the proposal received from Royal Guest.

DISCUSSION:

After the initial review process, the Royal Guest proposal is being recommended for the second phase which will include an Exclusive Negotiating Rights Agreement from which the City and Royal Guest will work towards a Development Disposition Agreement.

The Exclusive Negotiating Rights Agreement provides for a number of key provisions, including:

- A 90 day exclusive negotiating period where the City and the developer can confidentially develop the terms for the development of the project.
- Access by the developer to the site to perform the necessary studies and engineering to consider the project.
- The preparation of the terms and financing for a Development Disposition Agreement.

During this period, negotiation will take place either resulting in a project or not. If an agreement is reached, the DDA will be submitted to the City Council for consideration.

The effective date of this agreement will be May 15, 2014.

FISCAL IMPACT:

Staff time and administrative preparation

ATTACHMENTS:

Royal Guest proposal

P3 International, LLC proposal

Exclusive Negotiating Rights Agreement (ENA)



March 11, 2014

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

RE: Downtown Hotel Development

Dear John:

P3 International, LLC (P3i) is pleased to submit this proposal to work with you and the City of Winters using a Public Private Partnership (PPP) approach for the new Downtown Signature Hotel project. P3i is very well versed in the design, building, financing and management of hotels in California. Our proposed team of highly qualified consultants includes P3i as Developer and Project Manager; Bull Stockwell Allen Architects and Arup Engineering for design; Jefferies for project financing; and R&R Horn, Inc. as our contractor. We look forward to working with you and the City of Winters in addressing the challenges this project offers. We are confident that our previous experience with similar projects will yield your desired goals and expectations on this project.

P3i is proposing development of this project using the public private partnership methodology, as we are currently using on a hotel project with the City of Roseville. P3i is quite experienced in the implementation of this methodology, and we stand ready to deliver the project envisioned for the City of Winters within budget and schedule, while maintaining the project goals as outlined in the RFP, and as further discussed in our meetings with the City. We will accomplish this through the use of established "best practices" and a true collaboration with all team members. We will work in partnership with the City to select the best hotel operator suited for this project.

This project comes with significant responsibility and teamwork. P3i will dedicate our resources to all aspects of your project. You have our commitment that we will uphold the highest of professional standards. P3i is a boutique firm with both local and international experience, specializing in working with public sector clients - specifically helping to fill the gap resulting from the disbandment of California Redevelopment Agencies. Our team members are highly experienced and will be a great asset to the City of Winters. We look forward to the opportunity to be part of the partnership on this project venture. Jeroen Gerrese will be the Principal-in-Charge and can be contacted at 916-447-0777, jgerrese@p3i.biz. We thank you in advance for your kind consideration.

Sincerely,
P3 International, LLC

Jeroen Gerrese
President

Kirk Van Cleave, AIA
Vice President Operations



CITY OF WINTERS: DOWNTOWN HOTEL AND CONFERENCE CENTER CONTENTS

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Section 1

1. DEVELOPMENT ENTITY / CAPACITY



P3 INTERNATIONAL PROJECT TEAM

P3i has assembled a highly qualified team for the Winters Downtown Hotel project. P3i's President, Jeroen Gerrese, has over 22 years of experience in the hospitality industry, with an intimate knowledge of hotel start-ups and operations. His contacts with hotel operators are extensive, his reputation is stellar, and he will lead in identifying a hotel brand and/or franchise and hotel management company. Kirk Van Cleave, VP of Operations for P3i, is a distinguished architect who will provide design, construction and project management. He will work closely with Bull Stockwell Allen and Arup to ensure the City's vision is fully achieved. Kirk will develop and manage the master schedule, then collaborate with R&R Horn to manage the construction schedule to ensure on-time delivery of each phase. He will prepare reports, not less than a monthly report with photos, updated schedule, and executive summary. Iqbal Baroocha, P3i's VP of Finance, will work closely with Jefferies and the City's Finance Manager to ensure an even flow of funding over the life of the project. Iqbal's extensive knowledge of hotel operations makes him especially valuable in ensuring the accuracy and integrity of financial transactions.

Our design firm, Bull Stockwell Allen, has won over 75 major design awards including "Firm of the Year" by the American Institute of Architect's California Council. BSA has vast experience in mixed-use resort projects including Spanish Bay at Pebble Beach, which is constantly ranked as one of the top destination resorts in the world. P3i and BSA are currently collaborating on a PPP hotel project in Roseville and will bring that esprit de corps to work for the City of Winters. Michael Pattinson, a BSA Principal and recognized architect, will lead the architectural and engineering efforts, providing close collaboration with the City, P3i, Horn and the diverse group of engineering consultants.

Arup Engineering will be a key consultant, providing structural and MEP engineering for the project. As with BSA, Arup is an international firm firmly established in northern California practice. The Arup team is working on the Roseville hotel project with the P3i team - and has offered several key system approaches that have resulted in significant cost and energy savings over standard designs. Erik Ko and Shaun Landman will lead the engineering efforts for Arup.

Our financial partner, Jefferies, has been in business for over 50 years measuring their success in only one way: Jefferies only wins when their clients win. Jefferies provides insight, expertise and execution to investors, companies and government entities. They offer deep sector expertise in municipal securities across the world. Jefferies is currently working with P3i and the City of Roseville on the PPP hotel project being developed there. Matt Challis, previously of Piper Jaffray's Hospitality Finance Group, joined Jefferies with their recent acquisition of that division. Matt has been providing services to municipal clients for 18 years.

Our contractor, R&R Horn Inc., based in Chico, has an excellent reputation for providing high quality construction on time and in budget. Their estimating staff will prepare comprehensive estimates as the project progresses to ensure costs remain within budget. Their construction superintendents and estimators will provide phasing, activity sequencing, and cost breakdowns in preparation of a realistic and doable cost-loaded schedule. P3i and Horn believe locally based labor and trade expertise is a financial and quality control necessity, which will create local jobs that will stimulate the local economy and engender good will for the project within the Winters community. P3i and Horn will make every effort to employ local firms with a proven record of high quality performance.

A signature hotel operator has not been selected as P3i believes this to be an important collaboration with the City of Winters, and will make for a better position in which to negotiate the best fiscal terms for all parties to the project. With the PPP approach, the City is integral to the vision, financing and development of the hotel, and truly the prime partner in its success.



P3 INTERNATIONAL EXPERIENCE

P3i has an impressive record of assisting public agencies with creative delivery methods and financing options, particularly where funding for the desired project is not immediately available and there is no one clear funding source. Frequently a public project is needed or must commence before the agency has collected sufficient revenues to cover all of the project costs. The problem is made more acute in the current economy, where revenues are well below previous levels, the California Redevelopment Agency has disbanded and/or where the municipal agency has bonding authority and capacity, but the bond market offers low returns on investment. Many agencies turn to P3i to bridge this gap while taking advantage of the low cost of construction and increased competition amongst contractors and subcontractors. Since 2001, P3i, through its sister company Regent Development, has completed over 20 projects for various public agencies with an aggregate value of more than \$480 million (refer to the following table). Many of these projects required some form of privately assembled financing to complete the project. P3i collaborated with the public agency to determine the financing options that would best meet the agency's specific requirements in light of current and projected revenues. In each case, P3i was able to develop a financing plan, working with traditional and institutional lenders, where annual financing costs were paired to the agency's annual cash flow limitations.

Two specific examples of P3i's ability to collaborate with, and become a true partner with a municipal agency are the Minarets High School Project and the Roseville Hotel Project.

P3i completed the **Minarets High School** for the Chawanakee Unified School District using the lease/leaseback delivery method. Our team was selected by the District because of our management expertise, our knowledge of the state school construction process, our ability to meet an aggressive schedule, and our strategy for solving the project's critical financial hurdles. When the P3i team was hired, the project was more than two years behind schedule with construction costs projected at more than \$88 million. Previous efforts to resolve the budget and financial constraints seemed insurmountable and the District had little experience in dealing with the State of California's school construction program. As a result, the project was stopped without ever breaking ground. However, because of various state imposed deadlines, construction of the school campus had to start immediately or risk state funding eligibility. The P3i

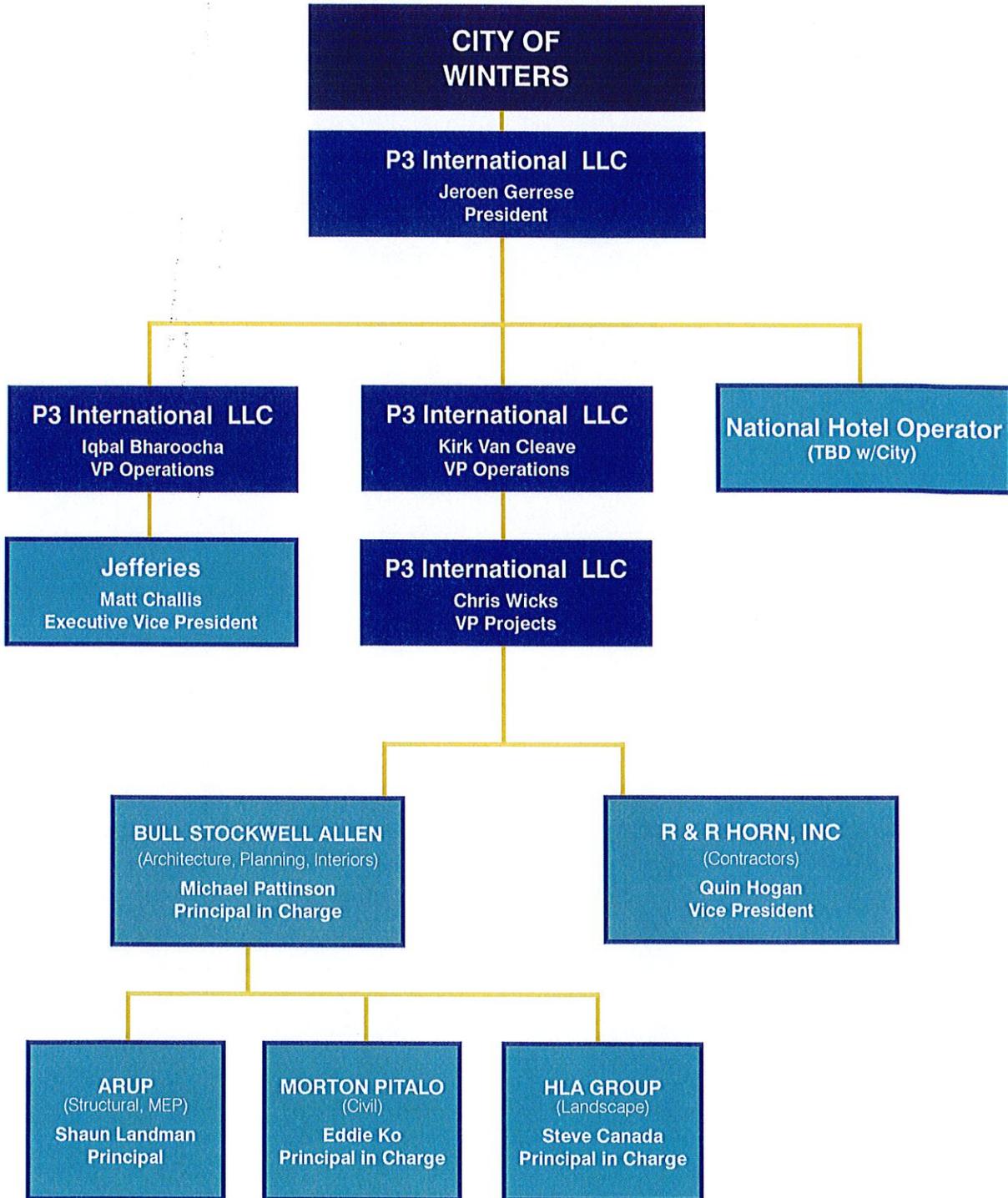
team used the strategy of leveraging the funds the District had for the project (\$8m), maximizing the District's eligibility for state school construction funds (\$54m), and redesigned the project to match the District's financial resources. The P3i team then obtained \$25m in bridge financing to get construction of the project started and on a schedule that would allow the District to retain its eligibility for state funds. The new project budget developed by P3i in collaboration with the District was strictly followed. -P3i providing a guaranteed maximum price of \$69.3m. The project opened in phases, on time and within budget. The process was so successful, that the District recently approached P3i when they were implementing the first expansion component to the campus.

The **Roseville Hotel** project is a new 4 star hotel project implementing the PPP approach to design, construction, finance and operation of the facility. P3i, BSA, Arup Engineering and Jefferies are actively concluding the schematic phase of this project. Together with the City of Roseville, the team is matching the design and construction budgets to the pro formas developed for the hotel, and have developed a financial plan for the development that is a hybrid mix of municipal bonds, private equity and City equity. Given the current economic realities of hotel financing, the former model of 100% pure private development no longer works. P3i and the City of Roseville met this head-on with a comprehensive approach to financing the project that is proving itself to be a very successful solution to the challenges inherent in the current fiscal climate. The \$70m development is remains on schedule and on budget as it begins transitioning from schematic design into final construction documentation and the establishment of the guaranteed maximum price. Concurrently, P3i and the City of Roseville are receiving proposals from key market hotel brand operators. Once these proposals are received, the leading candidate will be interviewed and the terms of their proposal negotiated to match the fiscal structure of the project. Construction is anticipated to begin in early 2015, with completion scheduled for 2016.

NAME OF PROJECT	SIZE	USE	YEAR COMPLETE	COST: MILLIONS	TYPE OF FINANCING	P3i ROLE
Roseville Hotel & Conference Center*	205,000	Hospitality	Current	\$ 74.00	Public/Private	Developer
Chawanakee Ag Science Center	15,000	Educational	2013	\$ 3.50	Public	Developer
Minarets High School	56,000	Educational	2010	\$ 69.30	Public	Developer
Robbie Waters Pocket Greenhaven Library*	15,000	Civic	2010	\$ 15.00	Public/Private	Developer
Science and Engineering High School*	45,000	Educational	2009	\$ 21.00	Public	Project Manager
George Washington Carver High School	46,000	Educational	2008	\$ 27.00	Private	Owner/Builder
San Joaquin County Ag Center*	60,000	Offices	2008	\$ 16.00	Private	Developer
Stockton Events Center - Hotel	200,000	Hospitality	2007	\$ 50.00	Private	Developer
Lutheran High School	12,000	Educational	2006	\$ 3.00	Public	Master Developer
Oak Park Research Center	65,000	Labs/Offices	2005	\$ 21.00	Private	Developer
Stockton Events Center - Ball Park and Arena*	300,000	Entertainment	2005	\$ 115.00	Public	Developer
San Joaquin County Worknet	45,000	Offices	2005	\$ 7.00	Public	Developer
Lakeport Multipurpose Building	23,000	Educational	2005	\$ 7.60	Public	Developer
Lakeport Modernization Program	79,000	Educational	2005	\$ 5.50	Public	Developer
Lassen High School Modernization	80,000	Educational	2005	\$ 8.50	Public	Developer
Plumas Elementary School	14,000	Educational	2005	\$ 5.50	Public	Developer
Gold Trail Gymnasium	8,000	Educational	2005	\$ 2.30	Public/Private	Developer
Bear River Middle School	75,000	Educational	2004	\$ 21.00	Public	Developer
Sacramento County Primary Care Facility*	100,000	Health Care	2004	\$ 39.00	Public	Developer
Lathrop City Hall	30,000	Civic	2004	\$ 7.00	Public	Developer
San Joaquin County Council of Governments	30,000	Offices	2004	\$ 6.80	Private	Developer
Truckee Middle School	88,000	Educational	2004	\$ 21.00	Public/Private	Developer
Mammoth Middle School	41,000	Educational	2003	\$ 11.80	Public/Private	Developer
Total Value of Work				\$ 557.80		

* Mixed Use

PROJECT TEAM ORGANIZATIONAL CHART



JEROEN GERRESE

PRESIDENT

P3 INTERNATIONAL LLC

Mr. Gerrese has over 25 years of management experience, focused primarily on the planning, development, and management of hotels and resorts. In the hospitality industry he is widely known and respected industry leader. His impressive credentials include a detailed knowledge of the operations of national and international hotels and resorts that cater to the discriminating traveler. As one of the hospitality industry's top operators he is uniquely qualified to oversee advisory services associated with pre- and post-opening operations and asset management of hotels and resorts. Prior to joining P3I, Mr. Gerrese worked with Marriott Hotels and Interstate Hotels and Resorts, both domestically and abroad. He opened the Moscow Marriott Royal, adjacent to the world famous Bolshoi Theatre and the Laguna Cliffs Marriott Resort & Spa, which received the much coveted AAA Four Diamond award under his leadership. Apart from his work, Mr. Gerrese maintains an active commitment to education and the community. He has been a guest lecturer at NYU and has been involved in several chamber boards in California and Moscow. His past activities include serving as the Vice Chair at the Ocean Institute and as Chairman of the Tourism Business Improvement District.

Education

Bachelor's Degree - University of Hotel Management, Maastricht The Netherlands

Post Graduate - Hotel Management, Cornell University, Ithaca

Professional Affiliations

Chairman Tourism Bid, San Joaquin County
 Downtown Alliance, Board member
 Anaheim CVB, Former Board member
 Ocean Institute, Former Vice Chair
 Chamber of Commerce Dana Point, Former Board member
 Chaîne de Rotisseur, Member
 Mondre Ordial, Member
 Global Hotelier's Club, Member
 Club du Sabreur, Member

Awards

Distinguished Citizen Award, Baltimore, Maryland
 Distinguished Citizen Award, Providence, Rhode Island
 Hotel of the Year: Marriott Moscow, Marriott Dana Point
 General Manager of the Year for Southern California
 Priority Club Award from IHC
 Voted Top 12 Food and Beverage Director by Esquire Magazine's John Mariani

Experience

Mr. Gerrese worked for nearly 10 years with Marriott Hotels and Interstate Hotels and Resorts, both domestically and abroad. He opened the Marriott Royal, adjacent to the world famous Bolshoi Theatre in Moscow and was the Area GM for 3 hotels. His last position was with Laguna Cliffs Marriott Resort & Spa. Prior to joining Marriott, he was the Managing Director for the Millennium Britannia Hotel on Grosvenor Square in London, UK. Before that he spent 12 years in New York where, as Hotel Manager, he oversaw the opening of Intercontinental Hotels Group's 770 room, Crowne Plaza Hotel in Times Square. He has also served as General Manager of the Drake Hotel on Park Avenue, as well as Executive Director/General Manager of the world famous Waldorf Towers at the Waldorf Astoria. In this capacity, Mr. Gerrese helped make the Towers one of the select "Leading Hotels of the World" and catered to the world's captains of industry, including the United Nations General Assembly, which he hosted each year. Before his time in New York, Mr. Gerrese spent 5 years with Omni Hotels in various executive leadership positions.

KIRK VAN CLEAVE

VICE PRESIDENT OF OPERATIONS

P3 INTERNATIONAL LLC

Mr. Van Cleave has been a practicing architect in the arena of publicly funded, publicly bid projects for most of his career. He has been responsible for all aspects of design management, budget and schedule management, resource allocation, construction management and post occupancy warranty. His projects have ranged from public safety projects to city halls and community centers. Most recently, Mr. Van Cleave has worked on several State of California projects. Mr. Van Cleave has over 30 years of experience and developed a document quality control protocol which resulted in an average of less than 1/2 of 1% in non-owner initiated change orders. Mr. Van Cleave is currently a board member of the Design Build Institute of America and is a member of the DBIA Owner's Council.

Education

University of Michigan, Ann Arbor 1982, Bachelor of Science in Architecture

University of Michigan, Ann Arbor, 1984, Master of Architecture with Distinction

Professional Affiliations

American Institute of Architects (AIA)

Design Build Institute of America (DBIA)

Urban Land Institute (ULI)

National Council of Architectural Registration Boards (NCARB)

Fire Districts Association of California (FDAC)

Presentations

"Cost Estimating as a Design Tool: A Journey to the Bottom Line", April 2008, Station Style Conference, Phoenix, AZ

"Capital Improvements Without the Capital", May 2010, Fire Districts Association of California, South Lake Tahoe, CA

Awards

AIA Design Award - Pleasanton Fire Station #4, First national LEED® Gold Fire Station

AIA Design Award - Ripon City Hall Project

AIA Design Award - Rumsey Rancheria Fire Station #25

Relevant Experience

- Roseville Hotel and Conference Center, Public, Private Partnership, Roseville, CA
- Long Beach Hotel, Public, Private Partnership, Long Beach, CA
- Addis Ababa Hotel, Public, Private Partnership, Addis Ababa, Ethiopia
- Ethiopian Airlines Employee Hotel, Public, Private Partnership, Bole International Airport, Addis Ababa, Ethiopia
- Manthatisi Eco Resort, Public, Private Partnership, Sterkfontein, South Africa
- Amador County FPD, Jackson, CA
- Cal Poly Alex Spanos Stadium, San Luis Obispo, CA
- Ceres Community Center, Ceres, CA
- CSU Stanislaus John Stuart Rogers Faculty Development Center, Turlock, CA
- Lincoln Gateway Mixed Use Development, Lincoln, CA
- Los Angeles Fire Station No 98 LEED - Gold, Hollywood, CA
- Livermore Library, Livermore, CA
- Manteca Transit Center, Manteca, CA
- Oakdale Community Center, Oakdale, CA
- Paso Robles Public Safety Facility, Paso Robles, CA
- Pleasanton Fire Station #4 LEED - Gold, Pleasanton, CA
- Ripon City Hall and Police Department, Ripon, CA
- Rumsey Rancheria Fire Station No. 25, Brooks, CA
- Santa Clarita Community Center, Newhall, CA
- Soledad Civic Center Master Plan, Soledad, CA
- Tuolumne County Law & Justice Center, Sonora, CA
- Tuolumne County Sheriff's Facility, Sonora, CA
- West Basin Administrative Office Building, Carson, CA

CHRISTIAN WICKS

VICE PRESIDENT OF PROJECTS

P3 INTERNATIONAL LLC

Chris has over 40 years of experience managing design and construction projects. He excels in delivering project/construction management oversight through all phases of project development, including scoping, scheduling, pre-design, permitting, value engineering, construction administration, commissioning, closeout and post-construction. Chris spent 15 years with the State of California, DGS, Project Management Branch as a project director and supervisor. He managed several programs, including the Appellate Court Buildings, DOJ Forensic Labs, and CalFire Replacements. He has significant experience managing historic preservation projects, including The Ahwahnee and Wawona hotels in Yosemite NP, Angel Island SP in San Francisco Bay, and Hearst Castle SP, San Simeon, CA.

Education

Bachelor of Science - Civil Engineering, Cal State University, Chico – 1973

Construction Management Certificate, U.C. Davis Extension 1991

Instructor, UC Davis Extension, Construction Management 1991-2006

Professional Affiliations

Design Build Institute of America

California Licensed General Contractor

Construction Managers Association of America

Relevant Experience

- Roseville Hotel and Conference Center, Roseville, CA
- Career Technical Education Facility, North Fork, CA. New 9000 gsf Ag Tech Shop Building
- USPS Expansion, W. Sacramento, CA, New 300,000 gsf building for modernization
- Capital Improvement Program, Yosemite National Park, CA, Fire/life/safety upgrades, preservation/restoration of historic buildings, and modernization of infrastructure
- CalFire Replacement Program, Statewide, CA, New replacement forest fire stations, conservation camps, air attack bases, and communications network
- Forensic Labs, Riverside & Ripon, CA, New state-of-art Criminal Investigation facilities with DNA components at Riverside and Ripon.
- Appellate Court Building, Santa Ana, CA, New Orange Co Appellate Court facility for Administrative Office of the Courts
- Elihu M Harris Office Building, Oakland, CA, New 750,000 gsf 23 story office building
- Secty of State/State Archives Bldg, Sacramento, CA, New 450,000 gsf office building
- Angel Island Seawall and Water System Replacement, San Francisco Bay, CA, Replaced seawalls with new with same configuration and appearance, and replaced pipes and wells for water system
- San Jose State Student Housing, San Jose, CA, New 200 housing units in 2-story 6 building complex

IQBAL BHAROOCHA

VICE PRESIDENT OF FINANCES

P3 INTERNATIONAL LLC

Mr. Bharoocha is our highly accomplished V.P. of Finance with over 17 years of solid and progressive experience in financial management, accounting, auditing, organizational management, strategic planning, and acquisitions. He has a proven success record managing all aspects of financial responsibilities associated with financial statement preparations, budget management, cash flow management, and capital planning. He has a comprehensive background in accounting, accounts receivable, accounts payable, general ledger accounting, and fixed asset management. He focuses on streamlining business processes, increasing operational efficiency levels, reducing operating expenses, and introducing technology solutions within multimillion-dollar corporations. He displays dynamic leadership abilities concerning employee supervision. He has technical proficiency in HIS, Logistics, Lodging, Fidelio, Galaxy, Micros, Kronos, ADP, MS Excel, and MS Word.

Education

St. Patrick's College, Karachi, Pakistan; Bachelor of Commerce, Business Management, Accounting, Auditing and Business Law Professional Development

A.F. Ferguson & Co., Chartered Accountants, Internship. Extensive audits of Hotels And Manufacturing concerns throughout Pakistan.

KPMG Peat Marwick, Dubai, United Arab Emirates, Senior Auditor

Hotel Industry Audit, Contracting & Construction Audits

Computer Audits/Management Reports, New Techniques & Approaches in Audits

Relevant Experience

Director of Finance, Regent Hospitality Services LLC – Lexington Plaza Waterfront Hotel (previously known as Sheraton Stockton Hotel at Regent Pointe), Stockton, CA, and Sunset Whitney Country Club, Rocklin, CA – Provided comprehensive direction for financial and accounting functions. Established new policies and procedures as well as accounting protocol. Oversaw the implementation of a sound financial structure that ensures the accuracy and integrity of all business transactions. Opened and managed bank accounts, ensuring consistency and integrity. Maintained accountability for financial personnel. Managed financial functions for the hotel and other projects, which include the construction of a Marina and other new hotels being built and acquired. Contributed to the successful launch of a new \$52 million hotel and condo, which encompassed accounting, financial management, and internal control audits. Led recruiting and training efforts, ensuring optimal levels of productivity and profitability. Streamlined financial processes and introduced innovative technology solutions. Led efforts to turn a loss generating Country Club to a break even point.

Controller & Task Force Manager, Dow Hotel Company-Radisson Hotel, Sacramento, CA – Provided leadership and direction to a full-service convention hotel with 306 rooms and 50,000 sq.ft. of meeting space. Managed accounts receivable and collections activities. Maintained full responsibility for financial reporting, cash flow management, and accounts payable. Played a key role in introducing systems that managed food and beverage costs. Led efforts to bring labor costs in line with industry standards due to sound business and financial acumen. Re-negotiated contracts with vendors to ensure competitive pricing and maximize profit levels. Responsible for acquisition of properties in various States

CFO, International Windsor Group. In charge of properties such as Historic Mission Inn, Riverside; Hotel Bel Air, Los Angeles; Cap Juluca, British West Indies; Biras Creek, British Virgin Gorda; and Hotel Del Mar, San Diego.

Vice President – Finance & Systems, J.D.C. & Company, San Diego, CA – Provided consulting services to small and mid-sized hotels and restaurants. Assisted clients in strategic planning and marketing initiatives. Contributed to staff hiring activities. Developed and implemented front/back of the house systems for increased productivity.

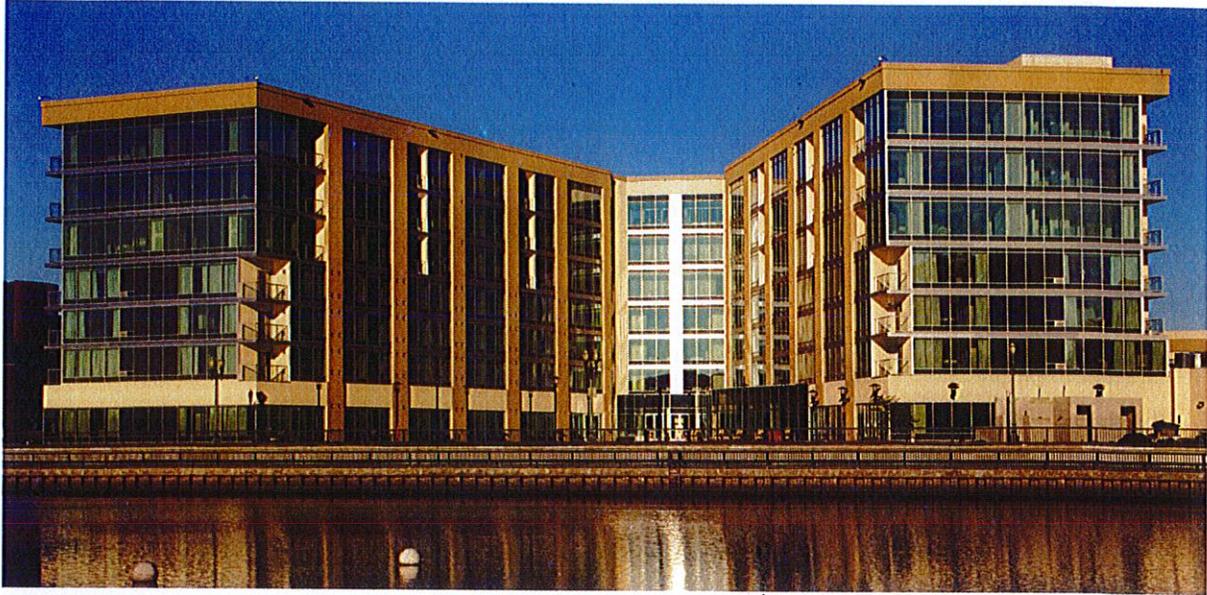


ROSEVILLE HOTEL AND CONFERENCE CENTER

ROSEVILLE, CA

P3i, BSA, Arup Engineering and Jefferies are actively concluding the schematic phase of this 4 star hotel project. Together with the City of Roseville, the team is matching the design and construction budgets to the pro formas developed for the hotel, and have developed a financial plan for the development that is a hybrid mix of municipal bonds, private equity and City equity. P3i and the City of Roseville met this head-on with a comprehensive approach to financing the project that is proving itself to be a very successful solution to the challenges inherent in the current fiscal climate. The \$70m development is remains on schedule and on budget as it begins transitioning from schematic design into final construction documentation and the establishment of the guaranteed maximum price. Concurrently, P3i and the City of Roseville are receiving proposals from key market hotel brand operators. Construction is anticipated to begin in early 2015, with completion scheduled for 2016.

Reference:
 Ray Kerridge, City Manager
 City of Roseville
 (916) 744-5362

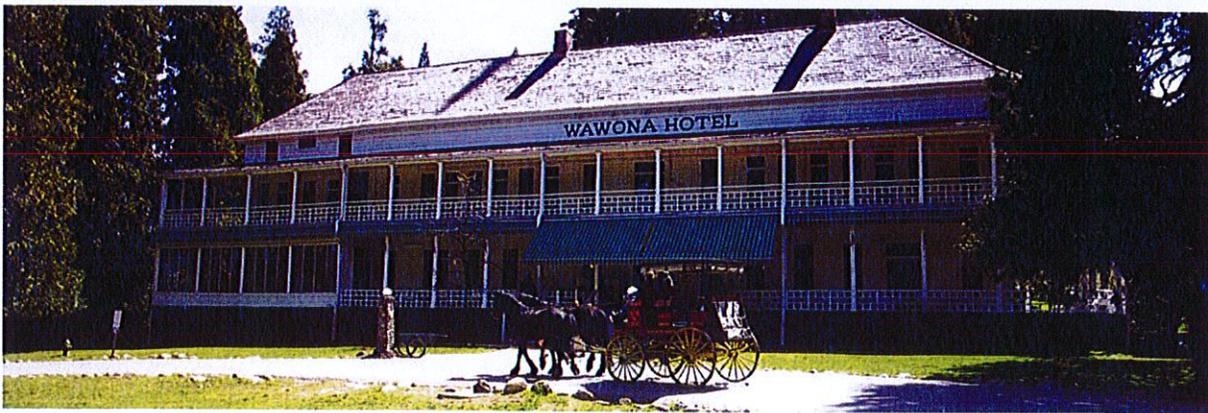


STOCKTON EVENTS CENTER STOCKTON, CA

The P3I Team served as Master Developer for the Stockton Event Center located in Stockton, California. At the time, this project was the largest redevelopment effort in the state. The goal of the project was to bring a visually aesthetic multi-event complex to Stockton's downtown waterfront and to create a destination for locals and visitors alike. The final project included a luxury hotel and conference center, a state of the art minor league baseball park, and a 10,000 seat multi-use indoor arena. The P3I team managed the entire project for the City of Stockton. It selected the contractors, subcontractors and designers, managed the design and construction process, assisted with entitlements and permits, coordinated inspections, and was responsible for post construction issues like punch list management, O&M Manuals, delivery of warranties, as-built drawings and staff training.

Reference:

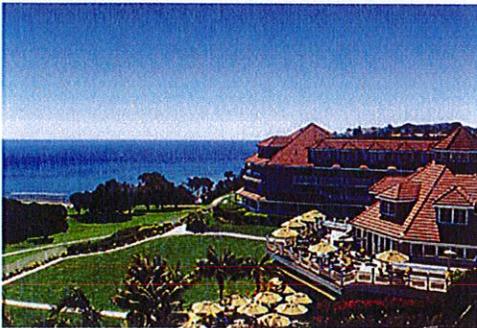
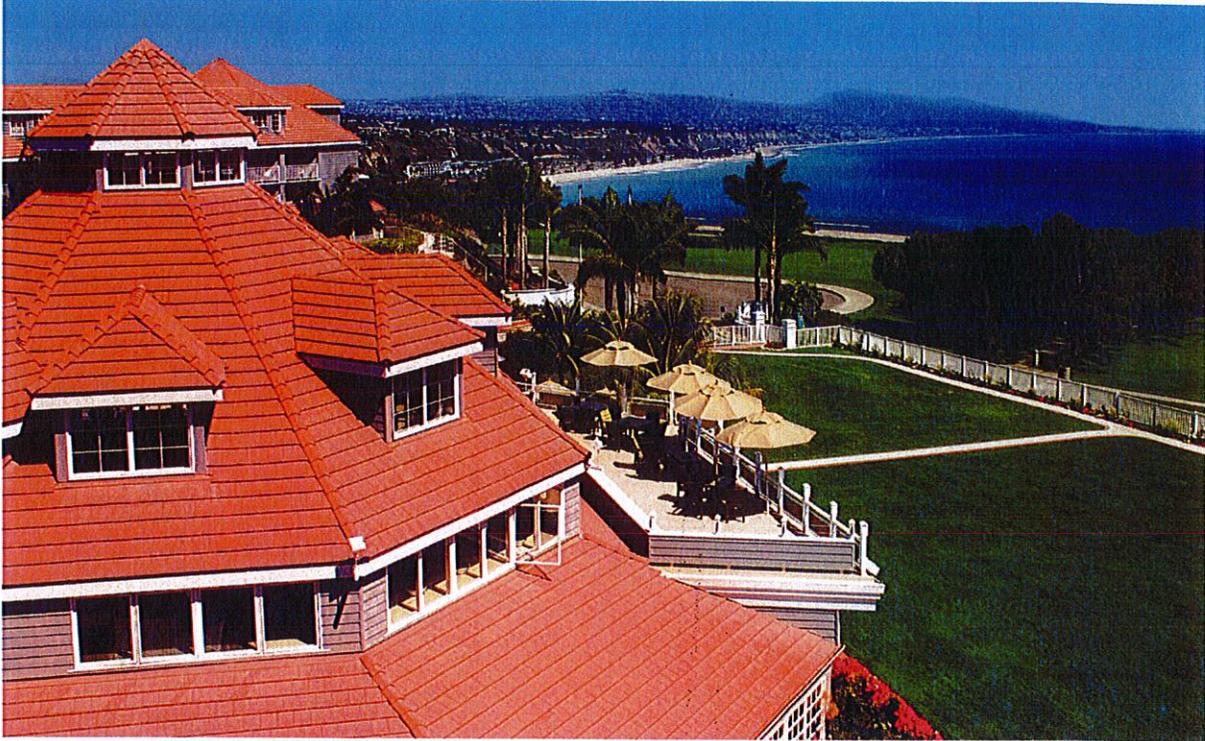
Steve Pinkerton, City Manager
(former Redevelopment Manager)
City of Manteca
(209) 456-8050



DELAWARE NORTH COMPANY PARKS & RESORTS

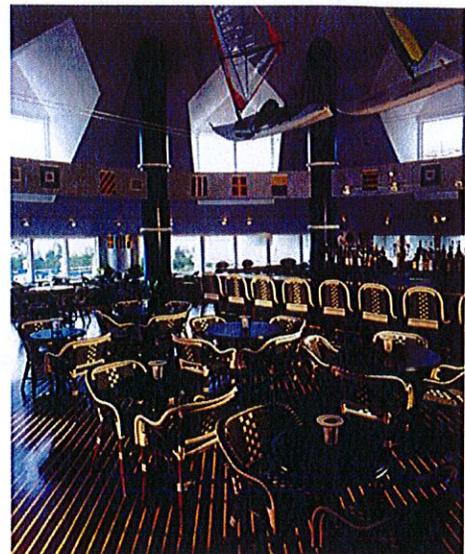
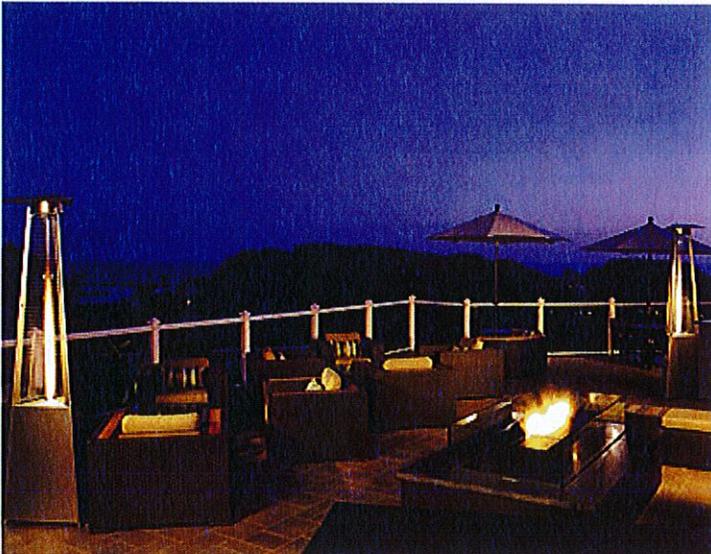
YOSEMITE, CA

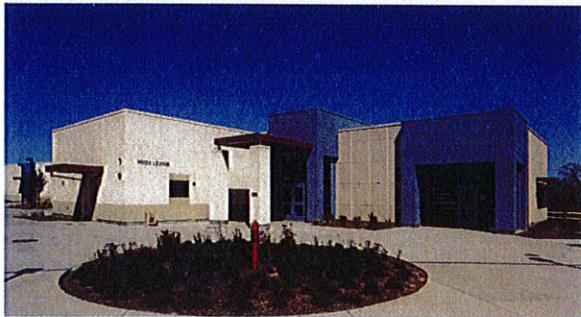
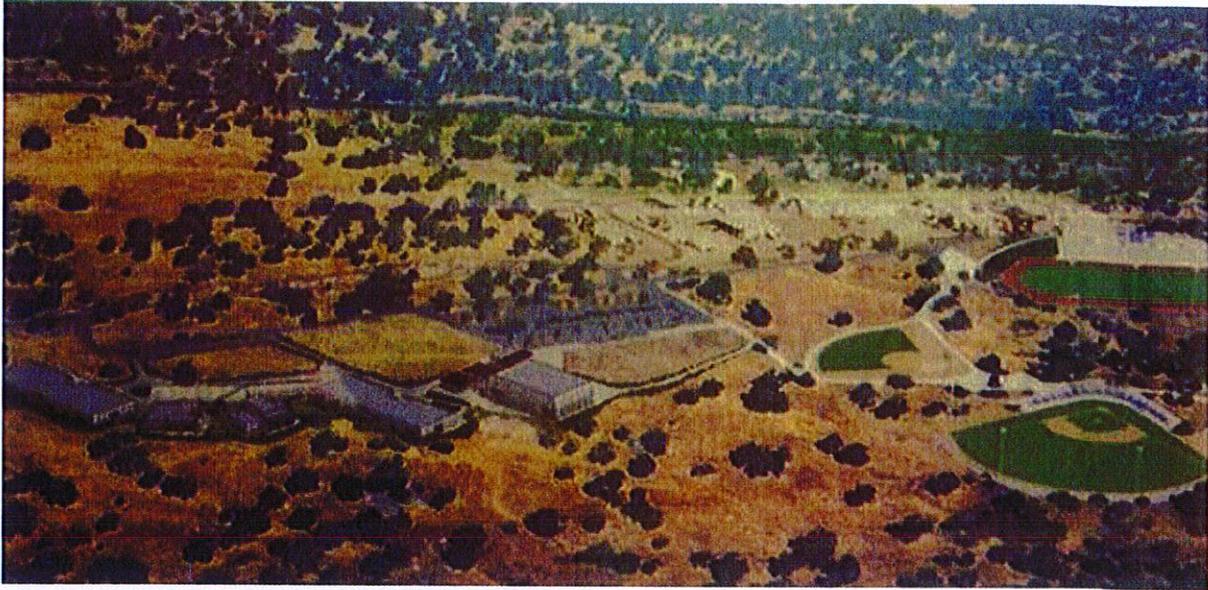
P3I's Chris Wicks served as the Program Manager for the Capital Improvement Fund for Yosemite National Park, a fund provided by the Delaware North Company Parks and Resorts (DNC) and administered by the National Park Service (NPS) for rehabilitation, replacement, and construction of various buildings operated by DNC. Chris developed schematic design based on preferred option, and initiated investigative studies for NEPA compliance specific to historic structures and districts, in particular The Ahwahnee and Wawona Hotels. He then prepared and managed schedules, budgets and monthly reports for distribution to NPS and DNC.



LAGUNA CLIFFS MARRIOTT RESORT DANA POINT, CA

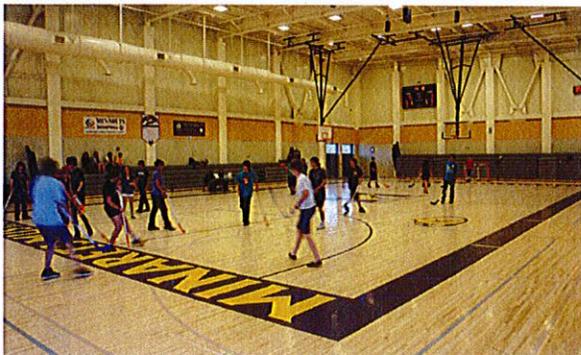
Prior to joining P3 International, Mr. Gerrese worked for nearly 10 years with Marriott Hotels and Interstate Hotels and Resorts, both domestically and abroad. Mr. Gerrese opened the Marriott Royal, adjacent to the world famous Bolshoi Theatre in Moscow and was an Area GM for the 3 hotels. Mr. Gerrese's last position was with Laguna Cliffs Marriott Resort & Spa which received the much coveted AAA Four Diamond award under his leadership.



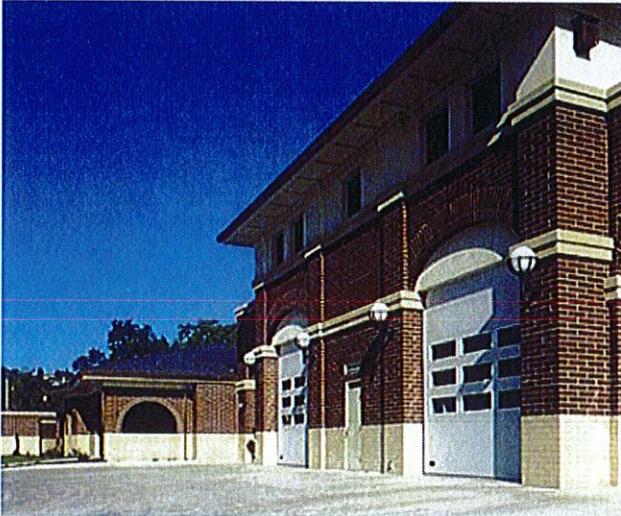


MINARETS HIGH SCHOOL O'NEALS, CA

The P3I team developed the \$70 million Minarets High School for the Chawanakee Unified School District located in O'Neals, California. This is the first high school to be built for the children of the area and is a source of great local pride. The project was delivered under lease/ leaseback agreements and the P3I team provided interim financing during the state's fiscal crisis in 2008. As the Developer for this project, our team was responsible for managing the design and construction of the facility. Before construction began, the P3I team provided pre-construction services which included constructability reviews and value engineering, and assisted in obtaining all environmental permits. A Guaranteed Maximum Price for the project and a Master Schedule for all phases of construction was provided as part of the final lease agreements. The agreement included overall project administration, selection of contractors and contracting for construction services, and FF&E procurement. As the project nears completion (spring, 2010), we are managing the punch list, delivering O&M manuals, delivering warranties and as-built drawings, training district staff on building operations, and coordinating move-in by the district.



Reference:
Dr. Stephen Foster, Superintendent
Chawanakee Unified School District
(559) 877-6209



PASO ROBLES PUBLIC SAFETY CENTER

PASO ROBLES, CA

P3I's Kirk Van Cleave was the Project Manager for the Paso Robles Public Safety Center: a combination police/fire headquarters which included essential service facility requirements in its design. The project also included a specialized Emergency Operations Center which was designed to an even higher level of seismic safety. The two story building incorporated highly technical systems in regards to security and communications.

The early completion came in very timely, as the magnitude 6.5 earthquake hit the area just after completion. The building responded as designed to the quake, with all safety systems activating automatically. Subsequent inspection of the building found no damage.

RFP: DOWNTOWN HOTEL AND CONFERENCE CENTER DEVELOPMENT
CITY OF WINTERS, CALIFORNIA





BULL STOCKWELL ALLEN ARCHITECTURE + PLANNING + INTERIORS

Founded in 1968 | Over 70 Major Design Awards | Collaborative Approach | Focused on the Highest Level of Service | LEED | Building Information Modeling (BIM)

RANGE OF SERVICES

- Feasibility Studies
- Budget Analysis
- Needs Assessment
- Space Planning
- Programming
- Master Planning
- Public Workshops
- Project Phasing Strategies
- Preliminary/Conceptual Design
- Schematic Design
- Design Development
- Construction Documents
- Construction Administration
- Quality Control
- Bidding/Project Delivery
- Post Occupancy Evaluation

Bull Stockwell Allen is a San Francisco based architecture and planning firm with a portfolio representing over 45 years of award-winning planning and architecture. The firm has won over 75 major design awards including "Firm of the Year" by the American Institute of Architect's California Council and a Presidential Design Award. The firm's Design Philosophy is embodied in our dedication to creating places for people that reinforce the characteristics of a particular place. BSA's signature design approach addresses each project on a site-by-site basis in order to develop an appropriate environmental response to location, history, and climate. We believe sustainable excellence implies renewal, timelessness and the ability to transcend generations. At BSA, we create destinations.

Our portfolio includes premier hospitality experience in urban, mountain, coastal, desert, and tropical climates including projects in New Zealand, China, Turkey, Japan, Korea, British Columbia, Hawaii, Vermont, Utah, Colorado, Wyoming, Washington State, Oregon and California. BSA continues to hone its hospitality expertise on a variety of lodging projects. The firm's project specialties include:

- Full Service and Limited Service Hotels
- Fractional Share Products
- Townhomes, Duplexes and Single Family Resort Residences
- Mixed-use Commercial Retail Facilities
- Conference Facilities
- Clubs, Spa, Wellness and Aquatics; and
- Underground and Hospitality Parking Solutions.

bull stockwell allen
ARCHITECTURE + PLANNING + INTERIORS

300 Montgomery Street, Suite 1135, San Francisco, CA 94104
T 415 281 4720
bsaarchitects.com

San Francisco London Vermont



**HOSPITALITY + RESORT
PARTIAL CLIENT LIST**

- AIG Global Real Estate
- Alyeska Mountain Resort
- Benchmark Hospitality
- Crested Butte Mountain Resort
- Crystal Springs Properties, L.L.P.
- Destination Hotels and Resorts
- Dundee Realty, LLC
- Fillmore Capital Partners, LLC
- HCV Pacific Partners
- Heavenly Mountain Resort
- Hilton Hotels
- Jackson Family Farms
- Jackson Hole Resort
- Kessler Collection
- Keystone Resort
- Low Enterprises
- Mammoth Specialty Lodging, LLC
- Marriott Corporation
- Marriott Vacation Club International
- Miriwa Development Partners
- Moana Development Corporation
- Okemo Mountain Resort
- Paragon Resorts
- Passport Resorts
- Pebble Beach Company
- POWDR Corporation
- Residence Inn by Marriott
- Rock Resorts
- Severy Realty Group
- Smugglers' Notch Resort
- Solitude Mountain Resort
- Spruce Peak Associates
- Squaw Valley Ski Corporation
- Sunlever
- United Park City Mines
- Vail Resort Development Company
- Westin Hotels and Resorts
- Black Tusk Development Corp., Canada
- Castle Hill, New Zealand
- Gangwondo Development Corp., Korea
- Guangzhou Kingold Properties, China
- International Resort Co., Korea
- Intrawest Corporation, Canada
- Island Lake Resort, Fernie, BC, Canada
- Marlera Golf, LD
- Nansay Hawaii, Japan
- Norlandia Hotels, Norway
- Samsung Corporation, Korea
- Whistler Mountain Resort, Canada

This product "know-how" at both the macro and micro level will translate into a hospitality product that is remarkably well designed and a desired destination. In particular, Bull Stockwell Allen brings to the Downtown Winters Hotel and Conference Center project the following:

Hospitality and Mixed-Use Design Experience. Over 43 years of award-winning experience in the design and planning of mixed-use, resort and hospitality, recreation and community architecture.

Creative Problem Solving and Design. Building efficiencies and creative problem solving based on our first hand knowledge of mixed-use residential and hospitality facilities, development amenities and underground parking.

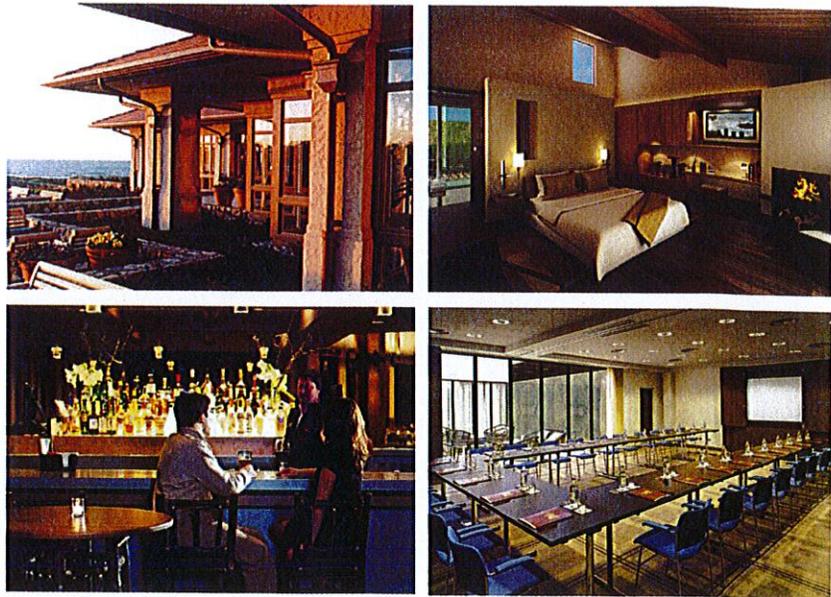
Local Understanding. Familiarity with the City of Winters and its traditions.

Contextual Design. Expertise in designing within a community's specific context, defining and reinforcing a unique "Sense of Place."

Environmental Expertise. A team of LEED accredited building professional with sustainable design expertise that includes LEED certified building design experience.

Design and Production Excellence. While some firms excel in design or production, it is rare (particularly for large and mixed-use projects) that a company brings you both. Bull Stockwell Allen regularly combines award-winning architectural design with an ability to produce quality construction documents.

Proactive Partners. We understand that our business is relationship based and we take our client's vision seriously, considering ourselves partners in delivering the highest quality product in accordance with their program, budget and schedule needs.



HOSPITALITY PROJECTS

Roseville Hotel + Conference Center: P3 International, City of Roseville

Roseville, California; a public, private partnership project; 250 room hotel with 35,000 sf conference space, retail and restaurant; 2014

Spruce Peak Adventure Center + Club Residences

Stowe, Vermont; new mixed-use development including high-end resort residential, restaurant, club, adventure center, ice rink and underground parking; 2014

The Inn at Pismo Pier: Severy Realty Group and Somera Capital Partners

Pismo Beach, California; 145 room boutique hotel on the waterfront with rooftop pool and amenities, retail, and signature dining; 2014

The Inn at the Village: Severy Realty Group

Mammoth Lakes, California; high end resort residential, 26, 2-3 bedroom units, owner club amenities, spa/wellness center; 2014

Healdsburg Hotel: The Kessler Collection

Healdsburg, California; 21,000 sf, 75 room boutique luxury hotel, restaurant, spa and retail; 2013

The Sea Ranch Lodge: Passport Resorts, LLC

Sea Ranch, California; 50 hotel cottages, spa, new main building with restaurant, bar, reception and meeting facilities; 2013

Old Mammoth Place: Mammoth Metric LLC

Mammoth Lakes, California; new hotel with conference and spa facilities, signature market place, boutique retail and restaurants; 2010

Vista Point Residence Club: Mammoth Specialty Lodging, LLC

Mammoth Lakes, California; new resort residential club, signature rooftop amenities and club; 2009

The Inn at Spanish Bay: Pebble Beach Company

Pebble Beach, California; 270 rooms, 1998; expansion 2008

*Ranked Number One Resort by the readers of Conde Nast Traveler,
Honor Award - Monterey AIA, Honor Award - Pacific Coast Builders Association*

Montalcino at Napa Valley: HCV Pacific Partners

Napa, California; 458 rooms and suites and 1-3 bedroom villas, conference center, spa and golf facilities; 2008

Stagecoach Lodge at Heavenly: Vail Resort Development Company

Lake Tahoe, California/Nevada; 120,000 sf resort residential and commercial facility replacing an existing base lodge; 2010

Spruce Peak at Stowe: AIG/ Spruce Peak Associates

Stowe, Vermont; mixed use whole ownership condominium-hotel, restaurant, adventure center, community clubhouse with indoor/outdoor pools and spas; 2008

Cimarron at Mt. Crested Butte Resort: CB Real Estate, LLC

Crested Butte, Colorado; 95 five-star resort residential units with ski valet, four-seasons pool and owners lounge, over retail that includes skier services, private dining rooms and restaurants; 2008

Castle Hill Mountain Village Resort: John Reid and Partners

Castle Hill, New Zealand; new resort village and residential; 2007

Conghua Running Creek Hot Spring Resort: Guangzhou Kingold Properties

Conghua City, Guangzhou, China; 572 acres of new resort, conference center, spa and golf facilities; 2007

The Resort at Squaw Creek Phase II: Destination Development Partners

Squaw Valley, California; new 350,000 sf condominium town home development, three-level fully enclosed parking garage, fitness room and pool; 2007

HOSPITALITY PROJECTS

Mountaineer Square at Mt. Crested Butte Resort: CB Real Estate, LLC

Crested Butte, Colorado; year-round mountain resort, retail village, conference center, 150 resort residential, fitness facilities; 2007

Resort at Bob's Cove: John Reid and Partners

Queensland, New Zealand; boutique hotel, spa, restaurant, conference and private residences; 2007

Jackson Gore Village: Okemo Mountain Resort

Ludlow, Vermont; 117 fractional share units, 250,000 sf with restaurants, retail, fitness center, childcare, underground garage; 2003

Crystal Springs Lodge: Jackson Hole Realty

Jackson Hole, Wyoming; 60,000 sf; 18 whole ownership condominiums, commercial day lodge over one level of underground parking; 2002

Norefjell Mountain Resort: Norlandia Hotels

Norefjell, Norway; 140,000 sf luxury hotel and restaurant; 2002

Marriott's MountainSide Resort: Marriott Ownership Resorts

Park City, Utah; 182 villas (546 room equivalent) fractional share, owner's lounge, four-season pool and spas; 2001

Berkeley Marina Hotel Study: Boykin Lodging Company

Berkeley, California; 200 rooms; 1998

Ballena Isle Hotel: Hospitality Design Group

Alameda, California; 250 rooms, restaurants and commercial; 1995

Pier 40 Mixed-Use Study: San Francisco Redevelopment Study

San Francisco, California; 200 rooms; 1995

Hawthorn Suites: Clement Chen & Associates

Newark, California; 184 rooms, extended stay hotel; 1999

Homestead Village Hotels: Homestead Village

6 locations in Northern California; 1999

Poste Montane Inn: Vail Associates

Beaver Creek, CO; 39 rooms, sports shop and restaurant; 1983

Studio 6: Motel 6 Corporation

Belmont, California; 1999

Kashiliri Lakeside Hotel: Samsung International

Jong-In-Farmland, Korea; 250 rooms, conference center and spa; 1996

The Westin at Stanford Study: Westin Hotels and Resorts

Menlo Park, California; 270,000 sf; 1989

Frisco Bay Club Conference Building: Frisco Bay Development, Ltd.

Frisco, Colorado; design development; 1980

Inverness Conference Center and Club: Central Development Group

Englewood, Colorado; 500 rooms, design development; 1979

Orange Valley Resort: Orange Valley Partners

Antigua; concept study; 1992

Monte Cristo Conference Center and Club: Monte Cristo Resort

Curtis Island, Australia; master plan and conceptual design; 1991

HOSPITALITY PROJECTS

Geyser Peak Lodge Study: Geyser Peak Winery

Geyserville, California; 75 room; 1986

Chateau Whistler Hotel: Canadian Pacific Hotels

Blackcomb, B.C., Canada; 1985; 136 new rooms, fitness center, pool; 1985
(consulting Downs-Archambault and Musson Cattell Makey, 1985)

Marriott Inn Addition-Great America Theme Park: Marriott Corporation

Santa Clara, California; tower and 300 car parking garage 1985

"Courtyard by Marriott" Hotels: Marriott Corporation

Bakersfield, Buena park, Cupertino, El Segundo, Foster City, Fremont, Fresno, Larkspur, Napa, Pleasanton, Santa Ana, Rancho Cordova, San Bruno, California; 146-148 rooms; 1986-2001

Northstar at Tahoe: Fibreboard Corporation

Lake Tahoe, California; 63 hotel rooms, 400 condominiums; 1974

Hilton Hotel, Stockton: Hilton Hotel & Resorts

Stockton, California; 300 rooms; 1979

Takaro Lodge: Takaro Club

South Island, New Zealand; 20 guest cottages; 1968 (in association with McKenzie Hall, New Zealand)

MICHAEL PATTINSON, INT'L ASSOC AIA, RIBA, IIDA, BIID PRINCIPAL IN CHARGE BULL STOCKWELL ALLEN

Education:

PG Diploma, Professional Practice
+ Management; Newcastle Upon
Tyne University, UK

Bachelor of Architecture With
Honors, Newcastle Upon Tyne
University, UK

BA Architectural Studies With
Honors, Newcastle Upon Tyne
University, UK

Registration:

RIBA, United Kingdom

British Institute of Interior Design,
Full Member

International Associate AIA

International Interior Design
Association, Full Member

Practice:

Bull Stockwell Allen; San
Francisco, CA, 2005-present

ADD Inc.; San Francisco, CA, 1999
- 2005

Quasar Inc.; Belmont, CA, 1996-
1999

Hasler Farthing; Newcastle Upon
Tyne, UK, 1991-1992

Northumberland County Architects
Department; Northumberland, UK,
1991-1992

Waring & Netts Partnership;
Newcastle, UK, 1986-1988

John Potter Architects; Newcastle
Upon Tyne, UK, 1986

Hopper Williams; Newcastle, UK,
1985-1986

WHR Pattinson Architects;
Newcastle, UK 1983-1984

Michael Pattinson, a Principal with BSA, has over 23 years of architecture and design experience working on a wide variety of building types that include residential, mixed-use, resort and hospitality, commercial and academic projects. He is a member of the prestigious Royal Institute of British Architects and is a full member of the International Interior Design Association (IIDA). Mike's passion is for great architecture that extends beyond the boundaries of style to capture the essence of "place" and make us aware of the special qualities of our surroundings. His innovative design solutions and management skills are coupled with his thorough understanding of the technical aspects of architecture. Michael's recent projects include the Roseville Hotel and Conference Center and the new Sea Ranch Lodge and Spa.

Hospitality

- Roseville Hotel and Conference Center; CA
- Kessler Healdsburg Hotel; CA
- Sea Ranch Lodge and Spa; CA
- Winters Creek Lodge; Mt. Rose, CA
- Conghua Running Creek Hot Spring Resort; Guangzhou, China
- Alpensia Golf Course Resort Residential Development; Korea
- Spruce Peak at Stowe; Stowe, VT
- Cimarron at Mountaineer Square; Crested Butte Mountain Resort, Co
- Mountaineer Square at Mt. Crested Butte Mountain Resort; Crested Butte, CO
- Resort at Squaw Creek Phase II Expansion; CA
- Kings Inn Hotel; Reno, NV
- Gray's Crossing; Lake Tahoe, CA
- Westmount Lofts; Mammoth Lakes, CA
- Mark Hopkins Hotel Renovation; San Francisco, CA*
- Swan House Redevelopment; Newcastle; UK*
- Granada Hotels; Swanwick + Cramlington, UK*

Senior Living

- Golden Living Medical Arts Facility; Atlanta, GA
- Golden Living Facility of the Future Prototype Design Guidelines
- Golden Living Renovation Design Guidelines
- Golden Living Northside Remodel; GA

Multi-Family, Mixed-Use Residential

- Cimarron at Mountaineer Square; Crested Butte Mountain Resort, CO
- Clementina Apartments; San Francisco, CA*
- 12th Street Live Work Lofts; San Francisco, CA*
- Santee Riverside Station; Santee, CA*
- Northpoint Apartments; San Francisco, CA*
- Duniec Properties Apartments; Sheffiled, UK*
- El Cajon Boulevard Town Homes; San Diego, CA *
- Downtown Commercial to Residential Conversion; San Francisco, CA*

Tenant Improvements + Commercial

- Fundtech TI; San Francisco, CA
- Comp West TI; San Francisco, CA
- Medley Financial TI; San Francisco, CA
- Geary LSF TI; San Francisco, CA
- DTZ Offices TI; San Francisco, CA
- PE+G Offices TI; San Francisco, CA
- Menlo Worldwide TI; San Francisco, CA
- Cogswell College TI; San Jose, CA
- 300 Montgomery Street; San Francisco, CA
- 3 Ygnacio Center Offices; 120,00 sf new commercial office building; Walnut Creek, CA
- 3 Ygnacio Center Offices; shell and core lobby renovations; Walnut Creek, CA
- 20 California Street, historic lobby renovations; San Francisco, CA*
- 100 Pine Street Entrance; San Francisco, CA*

* work with previous firms

bull stockwell allen
ARCHITECTURE • PLANNING • INTERIORS



ROSEVILLE CONFERENCE CENTER HOTEL

ROSEVILLE, CA

In a Public Private Partnership with the City of Roseville, P3i and Bull Stockwell Allen are designing a new full service hotel and conference center in Roseville. This facility will support the area's existing and future business growth and the City's desire to play host to more conferences and events. The new hotel, located adjacent to the Roseville Galleria, will feature 250 rooms, 35,000 sf of conference space, a signature restaurant, spa, fitness center and pool.

Client:

City of Roseville
P3 International

Service:

Architecture, Planning

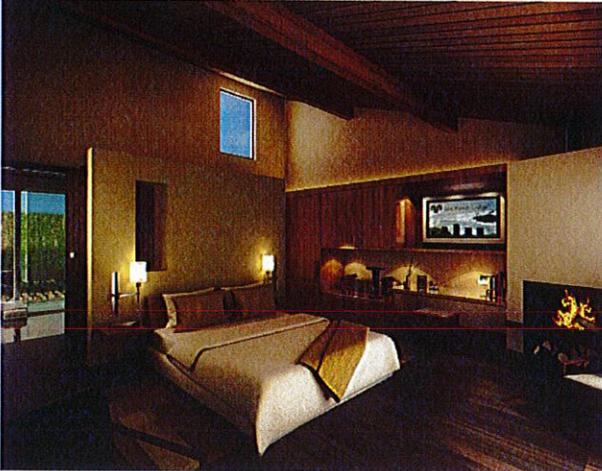
Project Type:

New Construction
Hotel
Conference Center
Dining

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RFP: DOWNTOWN HOTEL AND CONFERENCE CENTER DEVELOPMENT
CITY OF WINTERS, CALIFORNIA





SEA RANCH LODGE AND SPA
SONOMA COAST, CA

This five star eco resort project for Passport Resorts honors The Sea Ranch design and planning traditions while drawing on state-of-the-art sustainable design practices. Special features include vegetated roofs, thermal solar heating, recycled timber, open space preservation and a flora-filter water system. Major program elements include 60 lodge rooms situated in cottage clusters, restaurant, spa, meeting facilities and recreation. Cart paths will service the hotel units, and guest vehicles will be restricted to designated parking areas. The new main building for restaurant, bar, reception and health and wellness facilities. Meeting spaces will be located in a new adjoining building that will have a "fireside room" for social gatherings. The project is designed to achieve a minimum of LEED Platinum certification.

Client:
Passport Resorts

Service:
Architecture, Planning

Project Type:
New Construction
Resort Hotel Lodging
Spa, Conference
Dining and Retail
LEED Certified

bull stockwell allen
ARCHITECTURE • PLANNING • INTERIORS

RFP: DOWNTOWN HOTEL AND CONFERENCE CENTER DEVELOPMENT
CITY OF WINTERS, CALIFORNIA





THE INN AT SPANISH BAY
 PEBBLE BEACH, CA

Bull Stockwell Allen's signature Inn at Spanish Bay draws its inspiration from the sensitive dune environment characteristic of California's Pebble Beach. Working closely with the California Coastal Commission, the resort was laid out in order to minimize its visual and environmental impact. The low-slung roof forms echo the dunes and the color palette was drawn directly from the site. The resort's successful relationship to its landscape reinforces a "sense of place" and exemplifies the positive result of sensitive development working in tandem with environmental interests. The Inn at Spanish Bay is regularly voted by Conde Nast *Traveler Magazine* as one of the world's top destination resorts.

Honor Award by the American Institute of Architect's Monterey Chapter

Client:
 Pebble Beach Company

Service:
 Architecture

Project Type:
 New Construction
 Resort Hotel
 Restaurant
 Spa and Conference
 Golf, Swim and Tennis Club

bull stockwell allen
 ARCHITECTURE • PLANNING • INTERIORS

RFP: DOWNTOWN HOTEL AND CONFERENCE CENTER DEVELOPMENT
 CITY OF WINTERS, CALIFORNIA



JEFFERIES THE GLOBAL INVESTMENT BANKING FIRM

For 50 years, Jefferies has measured success just one way: We only win when our clients win. What makes this approach so successful today is not just our dedication to it, but that so many others have abandoned these values and this character of work.

Jefferies provides insight, expertise and execution to investors, companies and government entities. We offer deep sector expertise across a full range of products and services in investment banking, equities, fixed income, commodities, wealth and asset management in the Americas, Europe and the Middle East and Asia.

And though we are the fastest growing pure-play investment bank in the world, we still pride ourselves on a hands-on approach, lack of bureaucratic process or over-complexity of products, and the dedication of our first team to every client.

- For corporate clients, we are a top M&A and restructuring advisor and underwriter of debt and equity new issues
- Serving institutional investors and high-net-worth individuals, we are a leading provider of trade execution and liquidity in equity, convertible and high yield securities and a market maker of fixed income and commodity-linked products
- Jefferies also offers top-tier wealth management, prime services and securities finance
- The firm has an award-winning research practice, covering equity, high yield and convertible securities, as well as a growing asset management practice utilizing a variety of asset strategies

Most of all, we never forget that what will distinguish us is not our range of capabilities, but one simple commitment: Clients first, always.

Jefferies Fixed Income Division includes:

- 550 fixed income sales, trading, research and strategy professionals worldwide
- Primary Dealer or equivalent in US, UK, Germany, Netherlands, Portugal, Slovenia and Belgium
- Substantial fixed income inventory maintained across all products globally including credit, global rates, MBS/ABS/CMBS, municipal securities and emerging markets
- Significant provider of liquidity and execution. Top 3 market maker in trade count on MarketAxess for Credit in 2012
- A market leader in all fixed income products including ABS, MBS, CMBS, Levered Loans, HY Bonds, Mezzanine and Investment Grade. Jefferies provides significant warehousing and lending capabilities to support its Debt Capital Markets Platform
- 8 top 5 rankings and 10th overall in the 2013 Institutional Investor All-

Jefferies

One Montgomery Street, 24th Floor
San Francisco, CA 94104
T 415 229 1489
jefferies.com

American Fixed Income Research Survey

- #2 underwriter of Ginnie Mae Commercial Mortgage-Backed Securities 2013 YTD by deal size by IFR Markets/ Thomson Reuters

Within the Fixed Income Division, Jefferies Municipal Public Finance Sector focuses their experience on strategic financial planning for municipal projects. They accomplish this through municipal securities including

- Taxable and Tax-Exempt
- High Yield Taxable and Tax-Exempts
- Taxable and Tax-Exempt Money Market Instruments
- Credit and Quantitative Analysis
- Derivatives

MATTHEW CHALLIS

SENIOR VICE PRESIDENT | FIXED INCOME | MUNICIPAL PUBLIC FINANCE
JEFFERIES, LLC

Matthew Challis is a Senior Vice President and member of the local government practice within the Municipal Public Finance Group at Jefferies LLC, since the acquisition of the Municipal Division from Piper Jaffray in 2013. Prior to that Matt had been with PJ since 1999. Matt has structured and closed over 60 financings for 20 California public agencies totaling more than \$550 million for a variety of public infrastructure and facilities improvement projects. He handles every aspect of a transaction and works on both long- and short-term financings.

Practice

Prior to joining the public finance group within PJ, Challis worked as an investment executive focusing on sales and marketing of California municipal bonds within Piper Jaffray.

Education

Challis graduated with a bachelor's degree from Loyola Marymount University and received a Master of Business Administration degree from the University of California at Davis. He holds the Series 7, 63 and 65 securities licenses.

Jefferies

R&R HORN GENERAL CONTRACTORS

The President and founder of R&R Horn, Inc, Richard Horn, started with a single backhoe in 1992 working in the heavy civil sector. The company incorporated in 2000 as its equipment fleet and trained personnel capacities expanded. Quin Hogan joined R&R Horn, Inc. in 2003 bringing both project and system management to the company. This experience coupled with the development of new and repeat clients was instrumental in the company's responsible growth. At present, the company employs roughly 40 employees and manages a heavy equipment fleet consisting of over 50 units. The fleet is maintained by our mobile servicemen and mechanics, ensuring minimal down time for routine service and maintenance of the fleet.

R&R Horn, Inc. is a fully licensed and insured general contractor with an aggregate bonding capacity of \$25,000,000. The company's current and past contracts include work in both the public and private sectors. Public projects specialize in the areas of school construction and remodel, major roadway construction, public utility installation, levee construction, and stream bed repair / alterations. Private projects include construction of multi-family residential developments, landfill construction, site developments for hospitals, shopping centers and other commercial sites. Our well trained field crews work efficiently with owners, project managers and superintendents to ensure high quality construction services and client satisfaction from project inception through project completion and beyond. We take pride in completing projects on-time using critical path schedules, within budget, and to the highest quality standards. Our resources are catered to handle all phases of construction projects from site development to vertical construction and on and off-site finishes.

It takes more than construction to be successful in business. R&R Horn, Inc. understands the importance of prevailing wage compliance, contract and lien law, insurance, and bonding requirements. We employ a detailed, experienced team to manage contracts, budgets, and oversee accounting and tax compliance. Providing project budget and prevailing wage oversight, timely subcontract payments in accordance with California lien laws, and other tools ensure the company's financial stability. "R&R Horn is committed to providing the best available services, quality, and value for our customers. Our intent is to accomplish this with a sense of friendliness, individual pride and company spirit."



LIC. #780633
 PO Box 6697, Chico, CA 95927
 T: (530) 342-8655 F: (530) 892-1324
rrhorn.com

Classifications

- License No. 780633
- Class A - General Engineering
- Class B - General Building Contractor
- Class C13 - Fencing
- Class C46 - Solar
- *Hazardous Substances Removal*

RICHARD HORN

PRESIDENT

R&R HORN

Richard Horn began working in the construction trade in 1988. Primarily working in the heavy civil sector, Richard quickly learned all facets of the trade, specializing in large dirt-moving operations. In late 1992, Richard obtained a contractor's license and soon after purchased a backhoe and began subcontracting under larger companies. Over the next five years he gained valuable experience running larger projects for bigger companies. By 1998 Richard was bidding public and private projects while building a diverse fleet of equipment. Through focussing on the satisfaction of our clients and a job well done, our reputation has been built on and expanded by a strong word of mouth. We also credit the strong relationships we have built and maintained with other General Contractors and owners, in our success to perform a large market share of both public and private projects in our community.

QUIN HOGAN

VICE PRESIDENT

R&R HORN

Quin joined R&R Horn, Inc. in 2003 after leaving a large heavy highway contractor specializing in public works roadway reconstruction where he oversaw the estimating and project management departments. Since joining the R&R Horn team Quin has successfully established new estimating and cost tracking systems, identified new market opportunities and successfully increased revenue capacity, developed new clients and fostered customer relationships, leading to increased availability to key resources and project leads.

Quin has been a construction manager since 1997 and has demonstrated a high ability to direct complex projects from concept to fully operational status. He is goal oriented with strong leadership capabilities and a proven ability to work in unison with staff, subcontractors, customers and board of directors.

RON PECK

PROJECT MANAGER | ESTIMATOR

R&R HORN

Ron brings to R&R Horn, Inc. over thirty years of commercial construction supervision, with twenty-five years focused on project management. In the past five years, Ron has completed \$145M of commercial and public works projects.

Project Experience:

- Hotel Diamond, Chico CA
- Feather Falls Casino, Oroville, CA
- Hank Marsh Junior High, Chico, CA
- Chico City Hall, Chico, CA
- Cancer Treatment Facility for Feather River Hospital, Paradise, CA
- Butte County Jail, Oroville, CA
- Saint Thomas Moore Church, Paradise, CA
- Pleasant Valley Baptist Church, Chico, CA
- Holiday Inn & Suites, Fairfield, CA
- Hawthorn Inn & Suites, Napa, CA
- Quality Inn & Suites, Hayward, CA
- Amerihost Inn & Suites, Fontana, CA (RFP awarded from City of Fontana)
- Holiday Inn Express, Redding, CA



RANDY ROETTO

PROJECT MANAGER | ESTIMATOR | HOSPITALITY EXPERIENCE

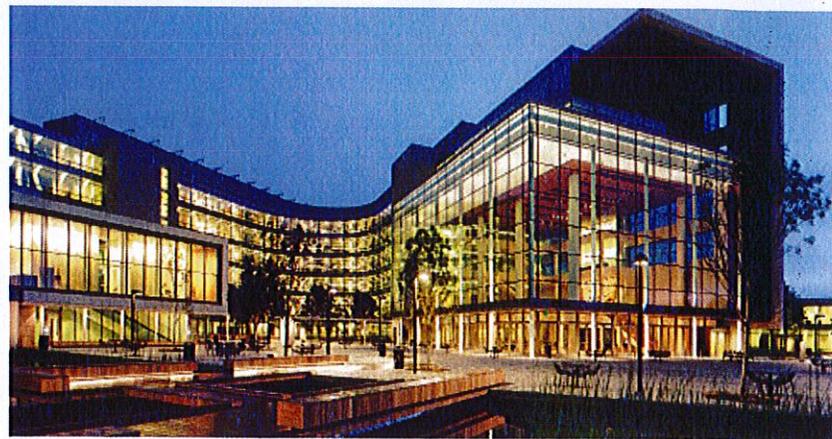
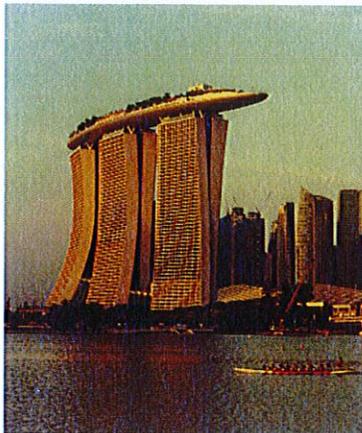
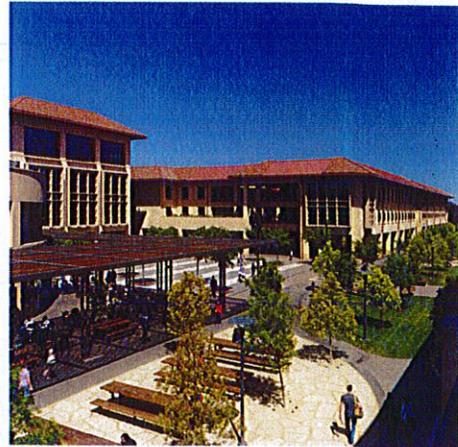
R&R HORN

Negotiated and managed Design/Build projects throughout California and provided a turnkey service that included the following below.

Experience:

- Identifying potential sites for Hotel Development
- Obtaining Feasibility Study
- Due Diligence (Planning, Permitting, Utilities, Geotechnical Investigation)
- Financing (Preparing Finance Request Packages and soliciting Lenders)
- Hotel Franchise Relations
- Design (Gathering Team of Professionals and overseeing Design Phase)
- Pre Construction (Bidding, Value Engineering, Preliminary Cost Estimates)
- Construction & FF&E Installation Projects
- Hampton Inn & Suites, Redding, CA
- Hampton Inn & Suites, Vacaville, CA (Redevelopment Project with City of Vacaville)
- Hilton Garden Inn, Fontana, CA (RFP awarded from City of Fontana)
- Best Western Inn & Suites, Lodi, CA
- Amerihost Inn & Suites, Yreka/Redding/Corning/Marysville, CA





ARUP STRUCTURAL, MEP ENGINEERS

ARUP IS A GLOBAL LEADER IN THE DESIGN INDUSTRY, HELPING TO SHAPE THE BUILT ENVIRONMENT ACROSS NORTH AMERICA AND BEYOND

Arup seeks out complex and challenging projects around the world, drawing on the resources of its 11,000-strong staff and offices in more than 50 countries. In North America, our 10 offices and nearly 1,000 staff tap into these global resources while providing local expertise in their regional communities.

Arup is recognized for its innovation, creativity and breadth of experience. We bring together broad-minded individuals from a wide range of disciplines and encourage them to look beyond the constraints of their own specialties. Through our projects, we are proud to have a significant impact on the built environment across North America.

ARUP

560 Mission Street, Suite 700
 San Francisco, CA 94105
 T: (415) 957-9445
arup.com

Structural

Arup has over 60 years' experience in delivering the most challenging and iconic building structures worldwide. From the Sydney Opera House to Centre Pompidou in Paris to CCTV in Beijing, the firm's highly skilled structural engineers understand not only structural theory but all the processes of design and construction. Arup's expertise makes the most ambitious structures buildable.



The ability to design buildings that are stable, strong, stiff and durable under all imposed conditions while using materials efficiently is the essence of structural engineering. Arup teams are skilled in designing structures of economy and elegance to realize architects' and clients' ambitions.

Mechanical

Arup's mechanical services engineering teams create comfortable, controllable, easily maintained environments for the benefit of building users, operators and owners.

Mechanical systems have a significant impact on the long-term value of a building. If well designed, these largely unseen but essential services can make commercial workplaces more attractive to businesses; hotels better places to stay; and residential developments more valuable as homes.

Arup's mechanical engineers design and specify the most appropriate heating, ventilation and air-conditioning systems that meet each client's needs and complement the architect's vision by choosing systems that minimize energy usage and operational costs. They strive to produce systems that not only function as needed, but also minimize environmental impact.

Electrical

We bring specialist electrical engineering expertise to buildings, transport infrastructure and energy, water and waste utilities. Our comprehensive services include energy audits, demand assessment, supply and system resilience, utilities consultancy, and sustainable electrical engineering design. We act as creative partners in the design process, with a collaborative approach supported by advanced analysis and modeling.

For Beijing's GreenPix zero-energy media wall, we helped the client conserve resources by designing a photovoltaic system which captures twice as much energy as it uses. Our services were critical in meeting the California Academy of Sciences' goal of using a third less energy than a comparable baseline building.

Plumbing

Well-designed water and waste systems are essential to successful, healthy and sustainable buildings. We design systems for water supply and sanitation that help buildings work better for occupants, owners and the environment.

Arup's public health engineers tackle diverse challenges – from sustainable strategies to fire suppression systems, and from drainage in high-rise buildings to supplying ultra-pure water and piping specialist gases and fluid for healthcare, science and industry facilities.

Together with Arup's mechanical and electrical engineers, we provide integrated building services. We also collaborate with water engineers to ensure that plumbing and infrastructure work together, in sympathy with the complete water cycle.

ARUP

SHAUN LANDMAN, LEED AP

PRINCIPAL
ARUP

Education:
BSc (Hons) Electrical and
Electronics Engineering,
University of Cape Town, 1992

Registration:
PE, State of CA, E17532
LEED Accredited Professional
Chartered Engineer, Member
Institute of Engineering and
Technology (MIET)

Awards:
40Under 40 CSE Recipient, 2009

Publications:
Energy Management Strategies
in Public Libraries, with Arup Los
Angeles, in collaboration with the
California State Librarian

Presentations/Lectures:
University of California, Berkeley
Lecturer: "High Tech Buildings
and Industrial Construction" on
behalf of the Department of Civil
Engineering ([CE267F])

Invited Contributor/Specialist –
CSE Roundtable "Shedding light
on photovoltaic projects"

Shaun Landman is a Principal based in Arup's San Francisco office. Shaun provides electrical engineering and project management services on a wide range of projects including large movable structures, central utility plants, large scale electrical infrastructure projects, bridges, hospitals, schools, laboratories, airports, theatrical facilities, office buildings, data centers and other mission critical facilities. Shaun is the Global Electrical Skills Network Leader for Arup and leads the San Francisco office electrical department. Shaun is typically involved with projects from conception through final construction, and he has a sound understanding of other building engineering disciplines. Shaun uses this insight, with positive results, when he is responsible for delivering complex, sustainable, multidisciplinary, integrated engineering designs, and seeks out prospects for adding value to projects without increasing costs.

Roseville Hotel and Conference, Roseville, CA

Project Director for the new 250 room hotel with 25,000ft² conference center. Arup provided structural, mechanical, electrical and plumbing engineering services.

535 Mission Street, San Francisco, CA

Project electrical engineer, through enhanced scheme design phase, for the 535 Mission Street project, a Class-A high-rise office building in San Francisco. The project is seeking LEED® Gold accreditation. The Electrical system design includes normal and emergency power distribution, lighting and daylighting control systems, fire alarm and smoke-control systems.

222 Second Street, San Francisco, CA

Project manager and project electrical engineer for the 222 Second Street project, a Class-A high-rise office building in San Francisco. The project is seeking LEED® Gold accreditation and is being documented using BIM/3D software. The Electrical system design includes normal and emergency power distribution, lighting and daylighting control systems, fire alarm and smoke-control systems.

Las Vegas High Roller, Las Vegas, NV, USA

Lead Electrical Engineer for the design and construction of the world's tallest observation wheel at 550 feet, with capacity for 1120 passengers during each 30-minute revolution. As Lead Electrical Engineer, Shaun led the electrical engineering team from concept design through construction documentation and into construction. The observation wheel is the centerpiece of the Linq Development by Caesar's Entertainment located adjacent to Las Vegas Boulevard (The Strip). The Vegas High Roller is currently under construction.

UC Merced, Central Utility Plant and Infrastructure, Merced, CA

Lead Electrical Engineer for the LEED Gold Central Utility Plant and Electrical Infrastructure works. Arup was the prime consultant for detailed design of site infrastructure for the newest University of California (UC) campus. The scope includes all roads, bridges, utilities, drainage systems, earthwork, water systems, thermal storage tanks, connections to buildings, central plant, parking areas, landscaping and energy generation systems.

ARUP

RAYMOND LAI, PE, SE, LEED AP
LEAD STRUCTURAL ENGINEER
ARUP

Education:

MS, Structural Engineering,
 University of California at Berkeley

BS (Highest Honors), Civil
 Engineering, University of Texas
 at Austin

Registration:

PE, State of CA, C64001

SE, State of CA, S5161

LEED Accredited Professional

Professional Associations:

Member, Structural Engineers
 Association of Northern California

Raymond Lai has over ten years of experience in design, analysis and construction administration of a wide variety of buildings. He has worked as a project engineer through all phases of design from schematic to construction administration and has participated in the OSHPD review process. He has worked in different Arup offices in US, London and HK. He has worked with US, British and Chinese Building Codes and has also worked extensively with steel and concrete materials.

Roseville Hotel and Conference, Roseville, CA

Structural engineer for the new 250 room hotel with 25,000ft² conference center. Arup provided structural, mechanical, electrical and plumbing engineering services.

Espirito Santo Plaza, Miami, FL*

Designed and overlooked structural construction administration for a new mixed-use 37-story tower and a separate parking structure. Designed the tower column transfer system using post tensioned concrete transfer girder to accommodate three different occupancies (office, residence and hotel). Also designed the concrete shear wall outrigger system in the tower to resist wind forces from hurricane.

Venetian Casino Parcel 7 and 8, Macau, China

Performed schematic design of the concrete shear wall and pile foundation for two new 35-story hotel towers which have both plan and vertical building curvatures. The lateral system consists of concrete shear walls above podium levels and concrete moment frames beneath.

Marina Bay Sands Integrated Resort, Singapore

Performed schematic design for the long span roof structure with an irregular roof form for the MICE ("Meetings, Incentives, Conventions and Exhibitions") facilities for this new resort.

Stanford Graduate School of Business, Palo Alto, CA

Assistant Project Engineer for the structural design for a new 360,000ft² Business School campus at Stanford. This new campus consists of nine separate steel buildings with offices, classrooms, student facilities, parking garage and auditorium. Utilized Revit Structure for structural coordination with architecture, MEP, construction documentation, and creation of analysis models.

Modernization and Expansion of Calexico Port of Entry, Calexico, CA

Project engineer for structural design of the new 40,000ft² employee parking structure with post tensioned floor slab and concrete shear wall.

Repsol Headquarter, Buenos Aires, Argentina*

Designed the gravity load structural system with post tensioned concrete floor slab and reinforced concrete column for a new 35-story, 580,000ft² high rise office building in Argentina.

ARUP

**experience prior to joining Arup*

MATT WILLIAMSON, PE
LEAD MECHANICAL/PLUMBING ENGINEER
ARUP

Education:
 BS, Mechanical Engineering,
 Virginia Polytechnic Institute
 Blacksburg, Virginia, 1994
 PE, State of California

Registration:
 PE, State of CA

Matt Williamson has 18 years combined experience in mechanical engineering and in the planning, management, design and construction of projects for both private and public clients. Matt's experience base covers projects as diverse as contamination control facilities, clean-rooms for the biotech and microelectronics industry, production facilities, infrastructure projects and research laboratories. Matt also has considerable experience in construction services and has been involved in the construction administration phase on many projects throughout his career. Matt's most recent project responsibilities include the management of multi-disciplinary teams engaged in the design of a supercomputing facility, central plant renovations, and the design of a biotech research facility.

Roseville Hotel and Conference, Roseville, CA

Public health/plumbing engineer for the new 250 room hotel with 25,000ft² conference center. Arup provided structural, mechanical, electrical and plumbing engineering services.

South Coast Hotel & Casino, Las Vegas, NV

Major new casino complex on the south side of Las Vegas including a 5,000 seat arena, 10,000ft² meeting area, 250,000ft² casino area and high rise hotel.

LA Central, Los Angeles, CA, USA

Project Plumbing Engineer for a major new hotel, condominium and retail complex near downtown Los Angeles. The complex featured 53 and 37 storey towers housing 860 condominiums and a 220 room hotel. The site included a parking structure, 250,000 sf of retail space including restaurants, and a grocery store. The project was cancelled during Construction Documentation.

8th Avenue Place, Calgary, Canada

Senior Plumbing Engineer for a high rise office project. The site includes a 52-story office tower, a 3 level multi-use podium and 6 levels of underground parking. Matt was involved in the conceptual design development of the core plumbing and fire protection systems. A phasing plan was included to allow the construction of a second tower on the site. The concept design was carried through to a detailed level before transfer to a local, Canadian, engineering firm.

880 West Broadway, San Diego, CA

Senior Plumbing Engineer for a high rise office project. The site includes a 34-story office tower on a site with a strong emphasis on pedestrian access. Matt was involved in the development of the core plumbing and fire protection systems while maintaining the visual aesthetic of the site. This project is still in design.

UCSF Moffitt Chiller Replacement Project, San Francisco, CA

Mechanical Engineer the construction phase of a 600 ton chiller replacement project at the existing Moffitt Hospital. The project includes replacing an absorption chiller with a centrifugal chiller in an existing mechanical room. The site requires chilled water delivery to be maintained during construction. Matt has performed all the commissioning testing for the new chiller during the project.

ARUP

ALISDAIR MCGREGOR, PE, PHD, LEED AP

LEAD MECHANICAL ENGINEER | PRINCIPAL
ARUP

Education:

PhD, "Thermal Performance of Earth Sheltered Buildings", University of Leeds, 1988

BS Honors, Civil Engineering, University of Surrey, 1975

Registration:

PE, State of CA

Professional Associations:

AIA SF Board of Directors

Member, Institution of Civil Engineering

LEED Accredited Professional

Senior Fellow, Design Futures Council

Select Presentations:

"Best Practice Awards – UC Davis Veterinary Medicine Instructional Facility Case Study", UC/CSU Statewide Sustainability Conference, UCSC, June 2005.

"Comparative International Approaches" USGBC International Conference, Portland, OR, Nov 2004

"Using the SpeAR Assessment Tool in Campus Planning", UC Sustainable Design Conference, Modesto, CA 2003

"Design for Natural Ventilation", Puget Sound Chapter ASHRAE CRC Technical Program, Seattle, WA 2003

Alisdair McGregor has over 30 years of experience in the design of buildings for low energy performance. He has led design teams for a wide variety of Arup projects including corporate offices, research labs, hospitals, museums and civic facilities and has particular interest in the integration of sustainable design principles. Alisdair has extensive experience in the use of natural ventilation, day lighting and water conservation as well as examining the energy performance of buildings. As a leader in the field of sustainable design, he is very proactive in searching for environmentally sound solutions that help design intelligent buildings that make as small a demand as possible on the environment and its resources. He lectures frequently at conferences, events and educational forums on the subject of sustainable design. He has been a guest lecturer at Stanford and UC Berkeley. He is also a member of the Center for the Built Environment, an industry/academic cooperative research partnership where the practical needs of the building industry help direct and focus the research agenda at UC Berkeley.

525 Golden Gate Avenue Administrative Office Building, San Francisco, CA

Project Director for the design of this 13-story, 275,000ft², state-of-the-art civic building in downtown San Francisco. The building includes under-floor air distribution, natural ventilation, and automatic daylight harvesting control systems, photovoltaic panels on the roof and building-integrated wind turbines for onsite power generation. The building received a Platinum LEED rating.

535 Mission Street, San Francisco, CA

Project Director for the 535 Mission Street project. The project is a commercial high-rise office building to be located on Mission Street, in San Francisco, CA. The building will consist of 355,000ft², with 27 floors plus one basement level for parking. The project is registered for LEED certification, striving for a Gold rating.

222 2nd Street, San Francisco, CA

Mechanical engineer for the 222 Second Street project, a Class-A high-rise office building in San Francisco. The project is seeking LEED® Gold accreditation and is being documented using BIM/3D software. The Electrical system design includes normal and emergency power distribution, lighting and daylighting control systems, fire alarm and smoke-control systems.

Gap Inc. 901 Cherry Office Building, San Bruno, CA

Project Principal and Lead Mechanical Engineer for a 340,000ft² phased office complex. Phase 1 of the facility, 195,000ft², is highly energy efficient and can operate as a naturally ventilated building or as an air-conditioned building via floor air supply system. Use of thermal mass for pre cooling and a sod roof to provide insulation and reduce rainwater runoff. The design features exposed eccentrically-braced frame, a cost-effective solution for its location in seismic zone 4.

ARUP

HLA GROUP LANDSCAPE ARCHITECTS

The core values of design excellence and responsive client service have guided The HLA Group, Landscape Architects & Planners, Inc. since the firm was established in 1980. The stability and growth of the firm enables us to create positive change by applying the principles of landscape architecture to improve community life, strengthen neighborhoods, and foster economic vitality while preserving and enhancing sensitive natural ecologies. Expertise within The HLA Group covers a variety of landscape and planning projects:

- Urban Design & Redevelopment
- Streetscapes & Scenic Corridors
- Master Planned Communities
- Mixed-Use Commercial Centers
- Park & Recreation Planning
- Open Space, Interpretive Trails
- Intermodal Transportation
- Office & Corporate Campus
- Schools, Colleges & Universities
- Housing
- Military Base Conversion
- Riverfront Development

The landscape and urban design professionals at the HLA Group have extensive knowledge of urban design principles and regulatory processes, and are experienced in interfacing with community groups, elected officials and staff members of individual agencies to assure the successful outcome of each project. Our ability to design enduring projects that create a unique sense of place for each community in which we work has earned The HLA Group a reputation as a regional leader in the field of urban and community design.

The HLA Group regularly provides services for urban planning, redevelopment and cityscape projects. Our goals are to design landscape that help to establish the urban form and to create special places that give identity to a community and stimulate active participation in civic life.

Our implementation of sustainable design principles results in landscape environments that require minimal energy inputs. By employing innovative technologies and best practices to sustain new and existing landscapes, The HLA Group creates places that are cost effective, easily maintained, and ecologically appropriate. With several LEED Platinum and Gold Certified projects in our portfolio and LEED Accredited Professionals on our staff, we strive to include sustainable design in all our projects.

A firm-wide dedication to design excellence and project planning has earned The HLA Group a reputation as a forward thinking firm that creates value-oriented design and precise contract documents. Our emphasis on providing quality services ensures that projects are delivered in a timely manner within rigorously managed budgetary parameters.

Inspired design solutions, coupled with a thorough knowledge of the technical intricacies of our craft, has brought The HLA Group design award recognition from the American Society of Landscape Architects, American Public Works Association, United States Green Building Council, National Association of Home Builders, California Parks & Recreation Society,



2600 Capital Avenue, Suite 120
Sacramento, California 95816
T: (916) 447-7400
hlagroup.com

STEVE CANADA, PLA, ASLA
 PRINCIPAL IN CHARGE
THE HLA GROUP

Mr. Canada has been associated with The HLA Group since 1986, as a Principal and/or Project Manager for diverse private and public sector projects throughout Northern California. Mr. Canada has extensive experience in the design and master planning of streetscapes, urban design guidelines, office buildings, government headquarters, civic centers, and parks and recreation facilities. As Principal of the firm, Mr. Canada's responsibilities include all aspects of project and client development; landscape master planning and design; community-based planning and design; project and consultant team management; construction documentation; and construction administration.

Licensure

Landscape Architect, California #2770, Idaho #139, Washington #1322

Education

1979, BS, Landscape Architecture, Utah State University, Logan, Utah

1974, BS, Environmental Resources, California State University, Sacramento

Professional Affiliations

American Society of Landscape Architects, Sierra Chapter

California Parks & Recreation Society

Sacramento Tree Foundation

Sacramento Metropolitan Chamber of Commerce

Relevant Experience

- Roseville Hotel and Conference Center, Roseville, California
- Laguna Gateway Holiday Inn Express, Elk Grove, California
- Sacramento Convention Center, Sacramento, California
- UC Davis Student Community Center - LEED Platinum,
- University of California, Davis
- Citrus Heights Community Center – LEED Silver,
- Citrus Heights, California
- West Sacramento Civic Center, West Sacramento, California
- San Joaquin County Administration Building, Stockton, California
- Solano County Government Center, Fairfield, California
- Kings County Courthouse, Hanford, California - LEED Silver (pending)
- Los Banos Courthouse, Los Banos, California- LEED Silver (pending)



MORTON PITALO CIVIL ENGINEERS

Morton & Pitalo, Inc. is a leader in providing high-quality civil engineering, land planning, and land surveying. Celebrating more than 36 years of operation, we are the oldest locally owned firm offering such services in Sacramento. We have developed a style of operation that emphasizes a team approach and close involvement by our principals; clients deal with the same principal and handpicked team of in-house experts throughout project involvement. Our two guiding principals – sound business practices and a commitment to top performance – have made Morton & Pitalo a growing, progressive company with deep roots in the Sacramento Valley.

Morton & Pitalo's Folsom office handles the firm's operations with nearly 25 employees. Principals, project managers, surveyors, designers and support staff have the necessary equipment and resources available to review and rapidly to project design requests to complete your project on time.

Firm Experience

Since Morton & Pitalo, Inc. was founded in 1977, the firm has successfully completed thousands of engineering, surveying, planning, landscape and traffic engineering projects. Our multi-discipline services have been provided to the private sector for commercial, office, industrial, institutional and residential development, and to the public sector for roads, public works, schools, parks and assessment districts. Our staff has been assembled from the best talent in the fields of engineering, land planning, land surveying, landscape architecture, traffic, construction and business administration.

At Morton & Pitalo, we are proud to have 7 Registered Civil Engineers bearing registration in 10 states (15 total licenses). We also have four Registered Land Surveyors in two states (5 total licenses). We have three (3) engineers who are LEED-AP certified. With 36 years of experience in the building industry, Morton & Pitalo, Inc. now can help owners and others with LEED Certification on the renovation, restoration and redevelopment of existing facilities.

Morton & Pitalo, Inc. is currently a registered, certified small business enterprise (CA SBE #60505) and a disadvantaged business enterprise (DBE #37754).

Morton & Pitalo, Inc. considers itself to be one of the cutting edge engineering firms in the Northern California region. The firm relies on the expertise of not only its own staff but that of its consultants to solve problems or remove obstacles that may arise during the planning, design or construction process. The firm will also rely on their client's experiences and resources to solve problems from the client's perspective.



75 Iron Point Circle, Suite 120
Folsom, California 95630
mpengr.com

EDDIE W. KHO, PE, LEED AP

PRINCIPAL IN CHARGE | CEO

MORTON PITALO

Mr. Kho is a project manager and a principal of the firm. He has over a quarter-century of experience in the field of civil engineering. He has been with Morton & Pitalo, Inc. since 1978. His expertise includes design and development of public works and private land development projects. He has designed and directed the design of major site development projects including grading, roads, drainage, sewer and water facilities. His experience includes a broad range of projects in the private sector including health care, commercial/retail, light and heavy-industrial infrastructures, and single-family and multi-family residential development projects, including specialized surface and underground drainage design, water quality and erosion control structure design in compliance with federal, state and local requirements. Mr. Kho's knowledge includes every phase of project design, development and management from schematic design through bid and construction phase assistance, as well as value engineering.

Education

Master of Science, Civil Engineering; California State University, Sacramento 1985

Bachelor of Science, Civil Engineering; California State University, Sacramento 1977

Registrations

Registered Civil Engineer, California; No. 30566, 1979, exp. 3/31/2016

Registered Civil Engineer, Nevada No. 15376, 2002

Registered Civil Engineer, Oregon No. 15409, 1991

Registered Civil Engineer, Washington; No. 38266, 2002

Qualified SWPPP Developer/Practitioner, 2011

Project Experience

- Comfort Inn & Suites; Rancho Cordova, California
- Courtyard; Sacramento, California
- Extended Stay America; Elk Grove, California
- Hampton Inn and Suites; Elk Grove, California
- Hampton Inn & Suites; Folsom, California
- Hilton Sacramento; Sacramento, California
- Hotel Berry; Sacramento, California
- Hyatt Place (AmeriSuites); Rancho Cordova, California
- Hyatt Place Roseville; Roseville, California
- Marriott Hotel Complex at Cal Expo (344 Total Rooms); Sacramento, California
- Fairfield Inn; Sacramento, California
- Courtyard; Sacramento, California
- Town Place Suites; Sacramento, California
- Sheraton Grand; Sacramento, California



EDWIN K. YU, PE, LEED AP
 PRINCIPAL | PROJECT MANAGER
MORTON PITALO

Mr. Yu has over 18 years of engineering experience in designing and managing land development projects in the Sacramento region. He has prepared on-site and off-site improvement plans, specifications, and construction costs for industrial, residential and commercial developments including roadway geometric design, grading, storm drainage, sanitary sewer and water distribution systems design. Mr. Yu was the Project Manager in several high profile projects including the Crocker Art Museum expansion, the Hotel Berry Renovation in Sacramento, the new Target store in Davis and the Riverpoint Marketplace Shopping Center in West Sacramento.

Education

Master of Science – Civil Engineering, 1996, California State University, Sacramento

Bachelor of Science – Civil Engineering, 1995, California State University, Sacramento

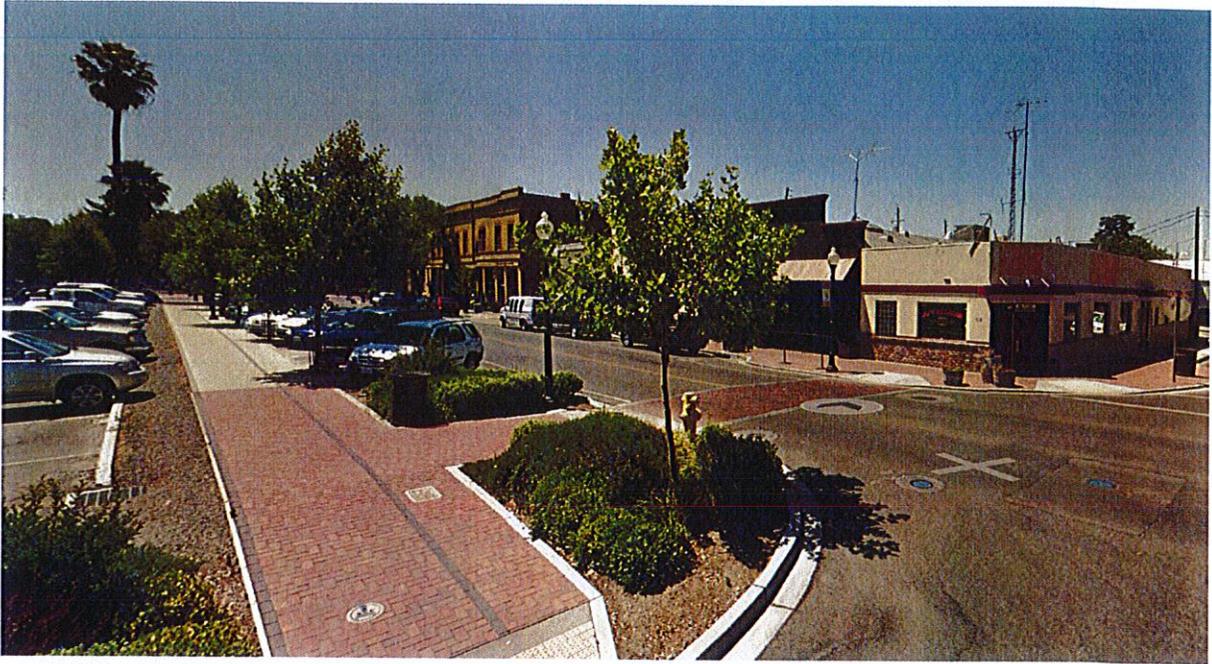
Registrations

Registered Civil Engineer, California; No. 59345, 1999, exp. 6/30/2015

Project Experience

- Orchard Suites; Roseville, California
- Radisson Hotel; Sacramento, California
- Senator Hotel; Sacramento, California
- Hotel Berry Renovation; Sacramento, California
- Sheraton Grand; Sacramento, California
- Spring Hill Suites; Roseville, California
- Town Place Suites; Roseville, California
- Hilton Sacramento; Sacramento, California
- Hyatt Place Roseville; Roseville, California
- Courtyard; Sacramento, California
- Fairfield Inn; Sacramento, California
- Comfort Inn & Suites; Rancho Cordova, California
- Hampton Inn & Suites; Folsom, California
- Hampton Inn and Suites; Elk Grove, California
- Marriott Hotel Complex; Sacramento, California
- Hyatt Place (AmeriSuites); Rancho Cordova, California





DEVELOPMENT PLAN

The Development Plan for the proposed downtown Winters Hotel project will be prepared in collaboration with the City of Winters and other project stakeholders. This will be an exciting opportunity for all appropriate parties to obtain early involvement, and buy-in, to help deliver this project for the City of Winters that functionally meets the programmatic goals of the hotel while also meeting the overall vision of the City of Winter and the area businesses and travelers it will serve. The parameters of this project: schedule, budget, program, plans and design standards must be very well defined. P3 Development is uniquely equipped to handle this type of project because we have first-hand experience as an architect, construction manager and general contractor. We know the "professional languages" of each and will be able to liaise with all team members.

We will work with the City of Winters, project stakeholders, the design team, contracting team, financing team and the hotel operator to establish an aggressive, yet realistic, schedule and phasing of project components, while providing a sound system of checks and balances against quality and cost. We have the expertise to implement the proposed delivery method in a unique manner based upon both our diversity of staff backgrounds and boutique approach in the pursuit of the hotel projects we propose on. We feel that the "laser point" focus of our key, high-level personnel on your project will be of significant value as it pertains to working with the City of Winters.

MASTER SCHEDULE

The master schedule process develops, sets and disseminates a realistic duration of project tasks based on experience with similar project type and scale. We will prepare and confirm the schedule so that the project can be completed without additional acceleration or overtime costs. The Master Schedule will include:

- Preconstruction Activities
- Construction Activities
- Owner Activities

- Project Milestones
- Critical Path Identification
- Decision Dates

Each project team member will know and understand what is expected of them and when. The Master Schedule is updated at least on a monthly basis, more often as needed.

The development of the schedule will be a joint effort by the architect, the City of Winters, our P3 Development team and, eventually, with additional input by the General Contractor and the hotel operator. Our Sr. Project Manager, Chris Wicks, will lead this effort. He has over 35 years of scheduling experience, including teaching all aspects of scheduling at UC Davis. The schedule will be developed upon the client's expectations for delivery, our experience with similar projects, as well as any long lead-time items. We can investigate the use of specific long lead items by exploring alternatives during the peer and constructability reviews. Developing a clear, concise strategy, with consensus buy-in from all team members will assist in managing the schedule development.

Further refinement to the schedule would occur prior to the start of construction in which items that may adversely affect the construction schedule would be identified, reduced or eliminated. The construction schedule will be updated regularly with information being provided by the GC and sub-contractors. Monthly updates will be distributed to all team members, allowing the team the ability to accurately depict the flow of the project and accurately determine Owner Activities and the hotel operational move-in date.

COST CONTROL

The P3 Development team of professionals is capable of creating customized tracking and reporting methods necessary for the needs of the project. Cost control starts with a thorough peer and constructability review of the construction documents, as they are being developed, a thorough vetting of qualified Contractors, and the establishment of a complete documents package that is properly coordinated.

To a large degree, cost control during construction depends upon:

- Schedule
- Field coordination of trades
- Timely information flow
- Proactive and creative problem solving
- Clear communication and decision-making

Our detailed coordination efforts will result in doing things right the first time. Our team approach to problem solving helps in preventing delays, therefore controlling costs. Our ability to structure and coordinate the construction process helps eliminate missing scope and overlap.

The monitoring procedure includes performance of the following tasks:

- Design peer and constructability reviews
- Scheduled, independent cost estimates and reconciliations
- BIM (Building Information Modeling) clash detection and reporting
- Value analysis of proposed building systems and materials

- Honed qualification analysis of Contractors
- Proper coordination during the construction documentation process
- Comprehensive project scheduling and monitoring
- Coordination and scheduling of Hotel Operator construction activities

DOCUMENT CONTROL

There are numerous elements of the Winters Hotel project that will need to be closely managed for the project to be a success. We will manage each of these elements and continually update all of the project team members and the client using a web based reporting system. Using this reporting system allows each team member access to the up-to-date, accurate information they need for their decision- making responsibilities. The document control system will organize documents collected during the life of the project, as well as the providing the database record of all project documentation to allow:

- Tracking
- Retrieving
- Security
- Cross referencing of project information
- Documentation format consistency

MEETINGS

Coordination and other types of status meetings are all part of our "communication strategy." Meeting coordination is established very early in the programming and design phase and is inaugurated with all team members involved. Since meetings can be quite time consuming, agendas with specific purposes and established time allocations will be provided and maintained for each meeting. These meetings are designed to:

- Provide direct information sharing among the team
- Provide a forum to discuss project/team challenges (conflict resolution)
- Develop strategies to keep the project moving forward (responsibility matrix)
- BIM clash detection resolution (coordination amongst design team members)
- Prequalification meetings to begin the filtering of bona-fide contractors
- Construction progress review meetings

REPORTS

Reports are essential to running a successful project. We consider them as a series of benchmarks assessing the health of the project, providing a defensible history of the project development. Project status reports are prepared by our Project Manager, reviewed by our Principal in Charge to ensure conciseness, accuracy and continuity, and to identify potential areas of the project that may be running into trouble, and properly documented and distributed by our Project Administrator.

Our responsibility is to make sure that we both produce and review the reports, but that we clearly communicate back to the client and appropriate team members on what is being observed and what actions need to be taken. Each month, our Project Manager will publish a monthly progress report, including such items as:

- Updated schedule - including completed items, action items, responsibility matrix and 1 month look ahead
- Project financial reports
- Progress photographs, documents
- Critical issue identification and action recommendations
- Copy of project logs
- These reports will be customized to meet the needs and requirements of the client

PRE-CONSTRUCTION PHASE

Our project management philosophy includes the belief that the success of a project demands a collaborative effort from all the participants and team members involved in the project. This collaboration will have everyone pulling in the same direction, striving towards the same goals and will result in a design that meets the City of Winters' goals: budget, schedule, green, aesthetic and programmatic.

We believe that the most critical factor contributing to the success of the project is performed during the preconstruction phase. This phase will focus on the following key elements:

- Collaboration with all team members - design, construction, management and finance
- Provision of multiple and independent cost estimates throughout the design process
- Coordination of design, peer, constructability and value analysis reviews
- Direction and maintenance of a comprehensive project schedule
- Quality control through development of design, including BIM management and clash detection
- Contractor outreach and substantive prequalification process
- Confirmation of the Client's vision and functionality of the hotel project

PROJECT COST ESTIMATES

Controlling cost as part of our contract is of highest priority. This process will be led by our Vice President of Projects, acting as your Project Manager, Chris Wicks, and our team of local, independent estimators. It is often easy to insert elements into a design without a comprehensive understanding of their effect upon the overall cost of the project. It will be our responsibility to provide independent cost estimates and estimate reconciliations, together with value analyses at appropriate project milestones. These efforts will allow us, together with the architectural team and the Client to make adjustments if necessary or desired. We have found that what typically results from this additional input are creative ideas and solutions on how current construction means/methods and technology can be incorporated into the project to more fully realize the goals of the project.

Our approach to an accurate cost estimate is simple: our estimator reaches out to select, local sub-contractors to obtain "present-day" pricing based upon the status of the design. We scope the project to make sure the

estimates are comprehensive. We carefully monitor commodity pricing (lumber, steel, concrete, etc.) and how market fluctuations and inflationary pressure might affect the project cost. This is where local knowledge coupled with system expertise adds accuracy in the estimate, providing for those potential fluctuations in order to protect the Client and arrive at responsible budget updates.

DESIGN, CONSTRUCTABILITY AND VALUE ANALYSIS REVIEWS

Coordination with all the team members during the preconstruction phase will allow us to imprint our diverse backgrounds and accompanying expertise into the construction documentation in a way that can help meet the budget.

Design (Peer) review is an encapsulation of design thought process at specific project milestones, which will allow additional experts to confirm or challenge the design to meet the stated goals of the project. This review can affect the cost as well as the overall satisfaction of the Client, the Hotel Operator and end users/hotel guests. In our approach, we will "roll up our sleeves" in engaging the design/construction team, the Client, and appropriate stakeholders to make sure that everyone is in alignment. If issues arise, we will address them as a team to mitigate costlier remedies made during the construction phase.

Constructability review is where we will assess the overall design for its "buildability." Paying particular attention to the details in this review, we can eliminate construction issues. By performing BIM clash detections during these reviews, we employ the most current technology in avoiding potential construction schedule delays and associated cost impacts. This is also where we use our varied expertise to identify potential areas that may be employed to save time and money. When approaching a constructability review, we will focus on improving:

- Consistency between the design elements and disciplines
- Consistency between the plans and technical/performance specifications
- Coordination of Owner activities and General Conditions
- Adaptability of the design to the given site conditions
- "Buildability" of the design
- Tolerances and sequences of assemblies within the design
- Coordination of details between dissimilar building elements

Having many eyes review the documentation (including BIM's virtual eyes) can only help with the accuracy and buildability of the project. Having unique in-house experiences as Construction Manager, General Contractor and Architect, provides a range of perspectives, equally viable, into the direction of the design. Value analysis implies value engineering, but on a more qualitative basis. The integrity, quality and aesthetics of the architect coupled with the Client's knowledge and experience are paramount. Value analysis is the result of peer and constructability reviews coupled with the budget estimate reconciliations. Our approach does not involve slash and burn, cut and hack. Rather, we are sensitive to the design intent and aesthetic. We have found that the most effective value management ideas are those that do not necessarily affect finish, or "seen" materials, but offer price reductions for back of house systems such as:

- Foundation and framing systems
- Conduit and piping materials

- Roofing systems
- Sustainability systems and materials
- Equipment manufacturers

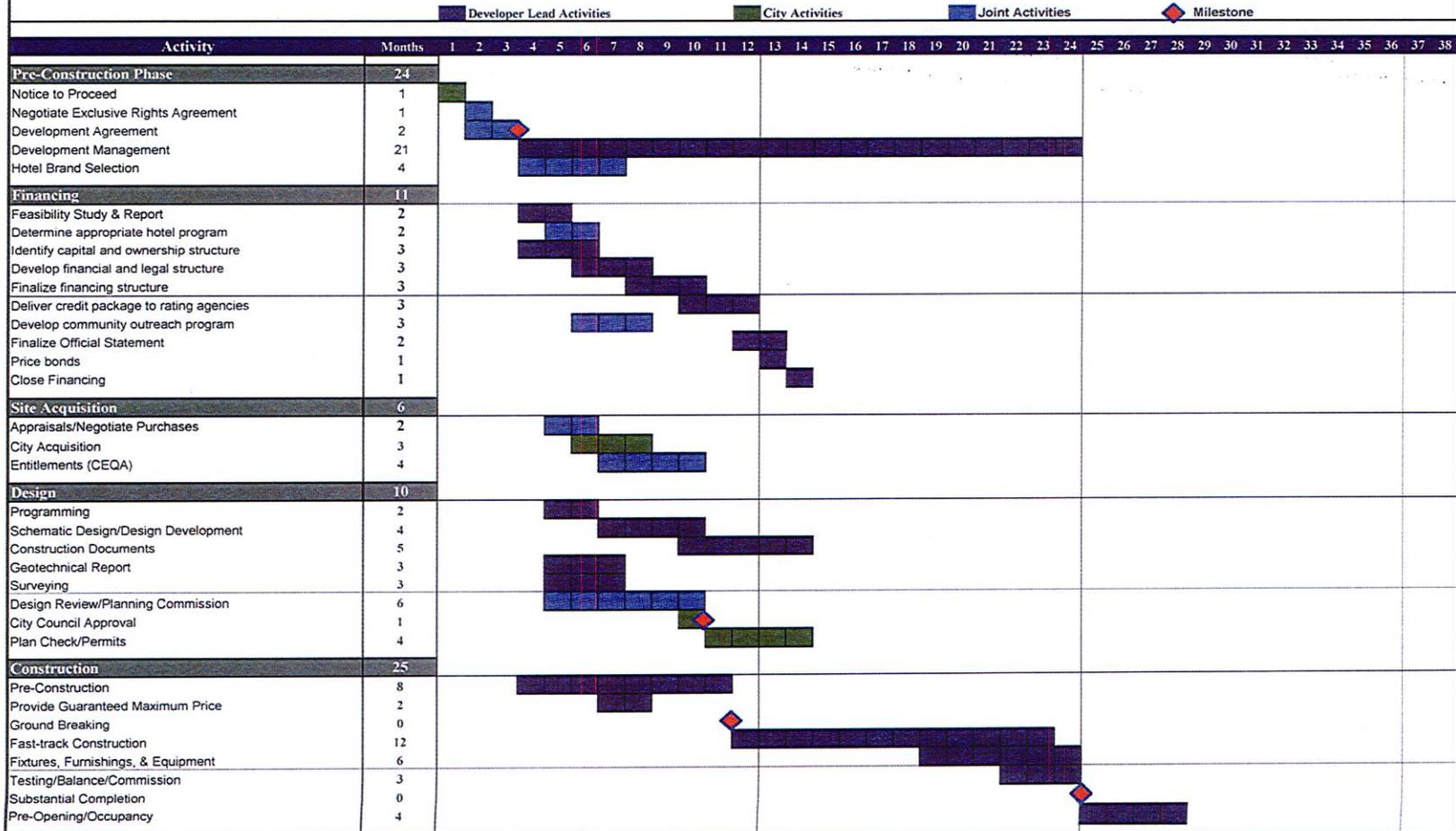
Often the way a project is phased or fast tracked will be based on a systematic evaluation of each part of the design as a unit and as an integral part of the total system and as an integral part of the total system in the interest of designing to achieve the lowest overall cost while meeting the scheduling objectives. This process will carry through to the construction phase where the project participant's suggestions are listened to closely and additional opportunities for cost savings are explored without compromising the architect's design intent or impacting the overall project construction duration negatively.

PRELIMINARY SCHEDULE

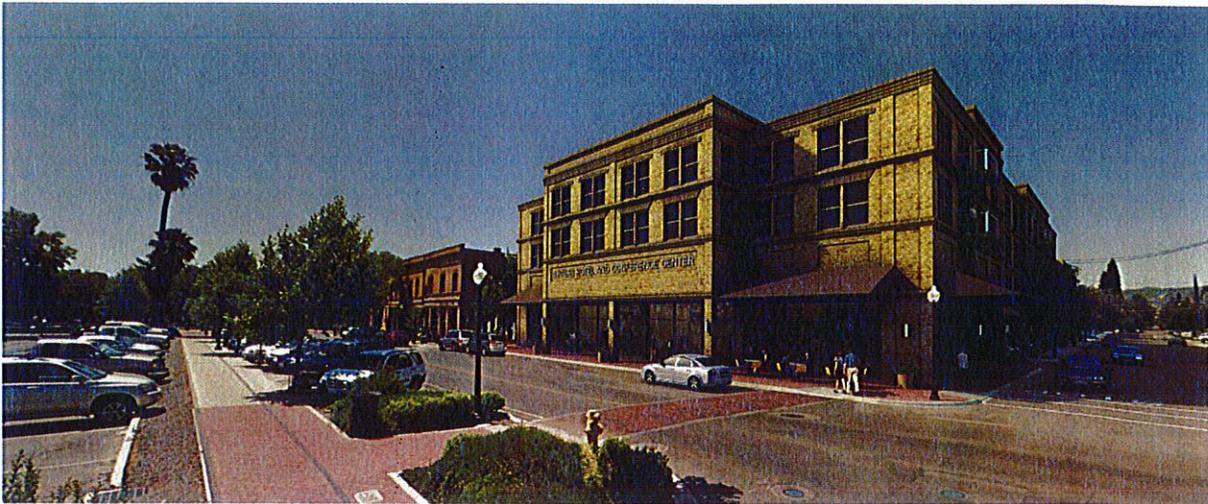
P3I's preliminary development schedule follows.



**DOWNTOWN HOTEL DEVELOPMENT
CITY OF WINTERS, CALIFORNIA
Preliminary Development Schedule**



Section 2



PROJECT VISION

P3 International's vision for the new Downtown Hotel and Conference Center is founded on a site specific plan reinforcing Winters as an irreplaceable asset while creating an attractive destination center for visitors, guest and conference attendees. As part of this approach, P3i has partnered with Bull Stockwell Allen Architecture and Planning, to outline the team's preliminary thoughts. BSA is an award winning firm with an over 45 year history of specializing in creative design solutions that create meaningful places on environmentally significant sites throughout the US and abroad. The objective is to use the site as inspiration for a plan that is unique and "belongs no place else." In collaboration with Winters officials, we propose to refine our team's understanding of the site, its place within the city, its environmental, economic and programmatic components and to make the plan a reality.

The team's concept began with an on-site review of existing conditions and an assessment of key opportunities. Key considerations included providing a strong presence to both Railroad and Abbey Streets, existing buildings and current conditions, and environmental aspects such as solar orientation. The goal was to create a customized solution based on the site's primary characteristics and landmark features that would enhance the street scape and complement the existing neighborhood.

The following paragraphs outline further the distinguishing ideas and preliminary land-use proposed for this site.

SITE

Within the site plan we have developed, are a number of key components that we believe will make for an efficient Hotel and Conference facility, while responding to some of the unique attributes of the downtown historic area of Winters.

Main Entry In conformance with the City codes and design guidelines, the main entry portion of the building is pushed up to the boundary of Railroad Street to align with the nearby existing buildings. Here, a separate hotel entry is front and center, while small amounts of retail and perhaps a breakfast style restaurant serves the hotel patrons and activates the street frontage. The building at its center also projects over the existing pedestrian sidewalk to offer a covered gallery.

Abbey Street On Abbey Street, separated by a landscaped area and trees, the main portion of accommodation for the hotel presents a strong and continuous elevation across almost the entire length of the block. This portion is raised on columns to maximize on-site parking and offer a vehicular entry, with the building acting as a canopy to a main guest entry and drop off.

The Alley The nearby Alley provides continuity in vehicular flow, and can perhaps be a one way street to allow a second means of entering the site by car to the guest entry area. This would also provide access for deliveries and back of house activities.

The Paseo The site has been maximized with surface parking, while at the same time offering some intervals of landscaping to soften and screen the cars from view. Along with this approach is the potential to make a landscaped/pedestrian connection to a new Paseo within an existing space between the alley and Main Street. This would offer direct access from the hotel to Main Street, which would be of benefit to both users and local business.

First Street At the other end of the site on First Street, the design suggests making a connection with City Hall, by perhaps denoting a pedestrian crosswalk that links City Hall with a small 'park' like area. This would be sensitively landscaped, offer seating, and provide a strong connection between City Hall and the Hotel site.

ARCHITECTURAL CHARACTER AND CONTEXT

Architecturally, the building unashamedly pays homage to the cluster of fine historic buildings that helps make up the key part of downtown Winters, while having a distinct identity of it's own.

Appropriate Massing The massing of the building conforms to the 45' height restriction for the most part, with certain allowable height variations occurring to strengthen entry locations, and offer screening of the elevator housings and mechanical equipment. A central projecting bay over the Railroad Street sidewalk offers a clearly defined entry piece and provides for a covered 'gallery'. Each side of the gallery has a proposed retail component identified with a covered awning.

Animated Elevations The elevation to Abbey Street again has some slight variance in height to offer visual interest, further enhanced with occasional portions of the building projecting out and the utilization different façade materials.

Window Design The elevations have a consistent use of regularly spaced and traditionally proportioned windows that have openings framed with a masonry head and sill. These are further enhanced on the Railroad Street elevation with curved masonry heads to the upper floors.

Building Details The elevations utilize a bulkhead at the base, a continuous band of masonry, cornice and signage (as appropriate) to the first and second floor junction, and a strong parapet level of decorative cornice and masonry.

Contextual and Contemporary The use of decorative solar shades at the upper levels, stucco of varying color, and aluminum storefront bring an appropriate modern interpretation of a strong vernacular solution.

As implied by the name P3i, the development team proposes to partner with the City of Winters and its representatives to develop a detailed plan including the Hotel's proposed implementation. The concepts provided hint at what may be possible, but are, of course subject to a full design process that involves significant discussion and collaboration. This process will require detailed study and analysis at a number of different levels. To move the project forward, we will collectively need to analyze environmental impacts, including the developments relationship to the downtown area, traffic analysis, and other related factors. We will also need to address the current development climate, commercial and marketing strategies as well as a detailed understanding of the land-use issues and project specific economics. These will be the final determinants of the plan and its characteristic land-use components and related amenities. P3i's proposed consultant team outlines the expertise that we feel will be required for the successful development of this unique site.



BUILDING INFORMATION

- Approximately 70,000 SF Hotel and Conference Space
- Approximately 80 Rooms
- Approximately 120 Parking Spaces

Note: Design is conceptual and subject to site verification and actual program requirements

Conceptual Site Plan

CITY OF WINTERS DOWNTOWN HOTEL AND CONFERENCE CENTER RFP

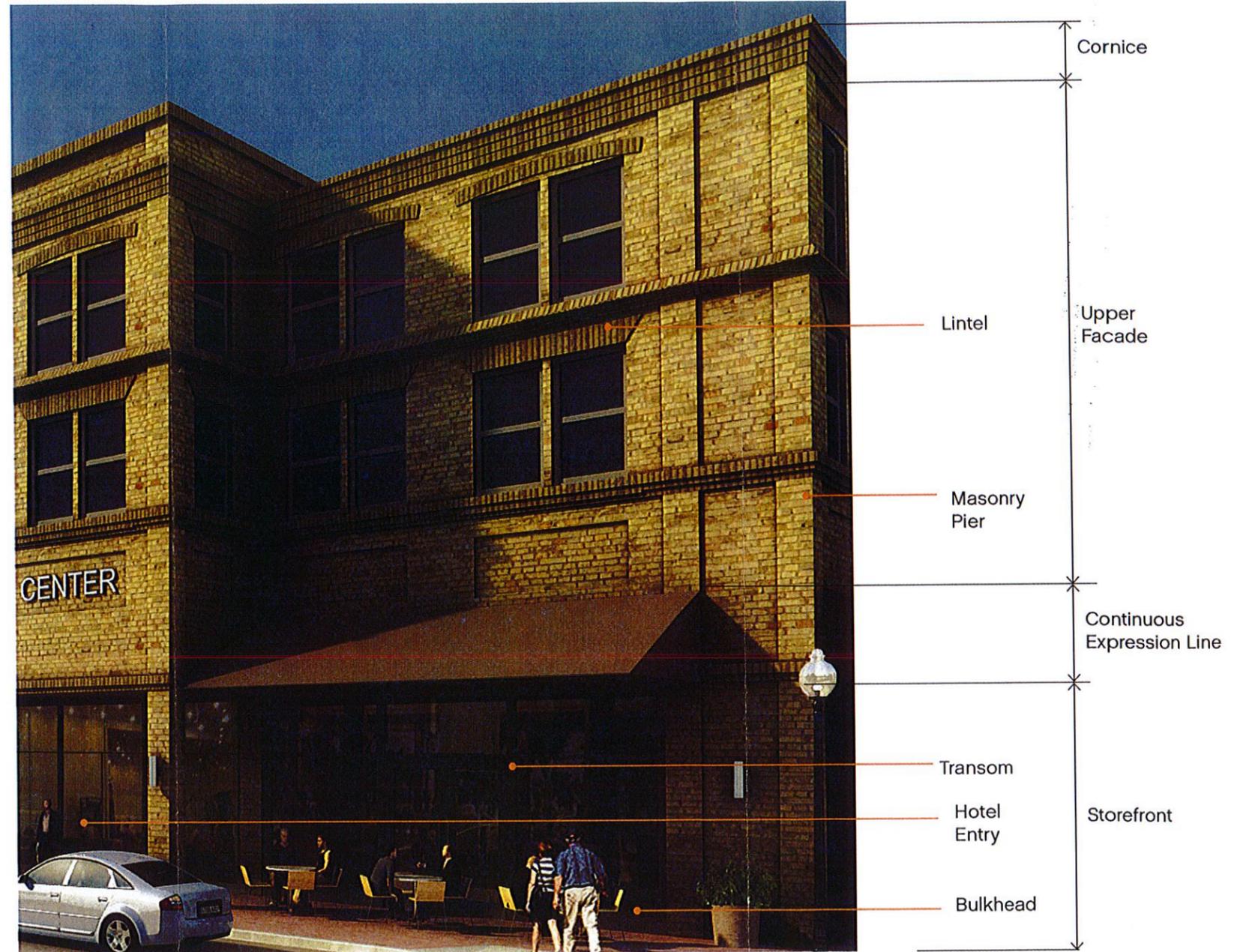
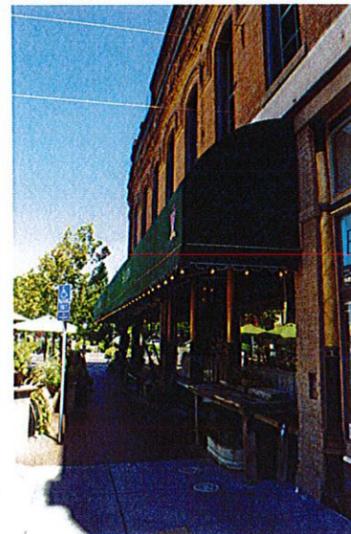
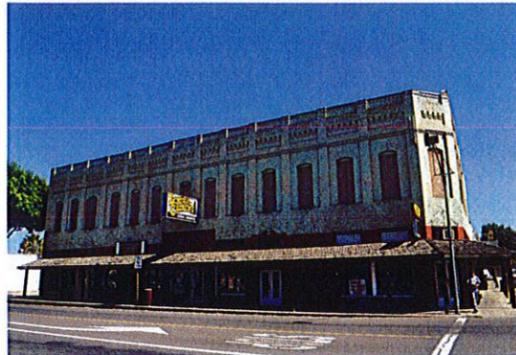
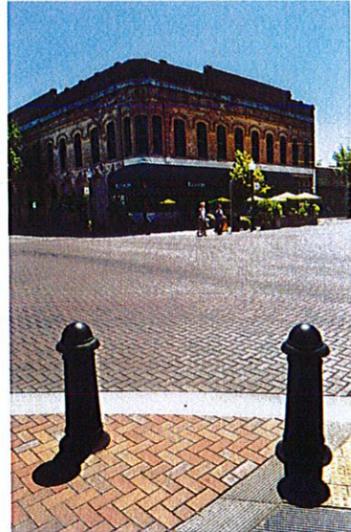
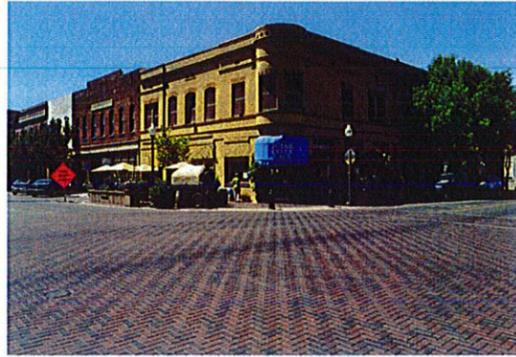
11 MARCH 2014



Conceptual Rendering

CITY OF WINTERS DOWNTOWN HOTEL AND CONFERENCE CENTER RFP

11 MARCH 2014



Conceptual Facade Treatments/ Conformance to Design Guidelines

CITY OF WINTERS DOWNTOWN HOTEL AND CONFERENCE CENTER RFP

11 MARCH 2014

Section 3

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(Financial Information under separate cover)

Section 4

4. ADDITIONAL BENEFITS



The addition of the Downtown Hotel Development will have numerous additional benefits to the City and community beyond the financial benefits addressed in the previous section. With over 40,000 room nights per year projected within five years this will bring substantial business to the community, in the form of meals, shopping, services, and entertainment enjoyment. This added business would act as a catalyst and support for further Downtown core development.

As noted on the UC Davis – Wolfskill Experimental Orchard website:

"In the past 10 years the UC Wolfskill Experiment Orchards have gone from an almost "secret" gem of the Pomology Department, that relatively few members of the University community knew or cared about, to a "destination" for visitors and administrators who want to simultaneously experience a bit of modern agricultural field research and land-based agricultural heritage. I have every expectation that this new niche will continue to grow in importance over the next decades and that Wolfskill's impact on horticulture will continue to expand because of both the research that is carried out and its significance to agricultural history in the area." . . . Ted DeJong, 2009

As a full service hotel, the project will provide that "destination" and be an excellent venue for conferences, meetings, and gatherings. The close vicinity to Wolfskill will allow orchard and vineyard products to be delivered and displayed "fresh from the farm".

The Hotel will allow visitors to the area to linger and explore the area and community potentially leading to increased residential and business development.

The Hotel will add to the City's redevelopment effort, harmonizing with the existing buildings and culture of the downtown, and be a source of pride within the community.

The Hotel would be a welcomed respite for road-weary travelers on I-505, and campers from Lake Berryessa area, seeking a hot shower and comfortable bed.

The development project will also support and complement the entertainment venues, such as the Palms Playhouse, wine tasting, art shows, cruise night, and other regional attractions, by providing lodging in lieu of travel. This convenience would further encourage visitors to frequent established businesses.

The Hotel would be a convenient and attractive alternative to Cache Creek Casino.

The construction of the Hotel will provide opportunities for local trades persons and businesses to participate directly. Potentially 30,000 man-hours would be engaged locally during construction.

The operation of the Hotel will provide opportunities for a number of permanent and part-time employees.

Due to the nature of the proposed financing structure, the City would retain ownership of the hotel, creating a valuable fiscal asset which could then be leveraged in numerous ways for future City development.



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

Re: Downtown Winters Hotel and Conference Center request for proposal

Dear Mr. Donlevy:

Our group has reviewed the requirements of your Request for Proposal on the Hotel and Conference Center and we are please to submit the following proposal for your review and consideration as your developer for the project.

Our group has over 60 years of combined experience in development, construction and hotel service. We are local and have developed and constructed several projects in the larger Sacramento area. We recognize the importance of family and locally run businesses and share the same bond, philosophies and values.

We look forward to the next step in your evaluation and selection process. Please contact me if there are any questions or clairifactions.

Best Regards,

A handwritten signature in blue ink that reads 'Michael S. Olivas'. The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael S. Olivas

MOdevco L.L.C. 1046 Olive Dr. Davis CA 95617 mikeolivas@aol.com (530) 400-6092
Royal Guest 1111 Richards Blvd Davis, CA 95616 ashok@royalguesthotels.com 530-304-0819



Downtown Winters Hotel and Conference Center

Contact Michael S. Olivas (530)400-6092
Email mikeolivas@aol.com

**The Development Team is a Joint Venture
between
Modevco LLC and Royal Guest Hotels**



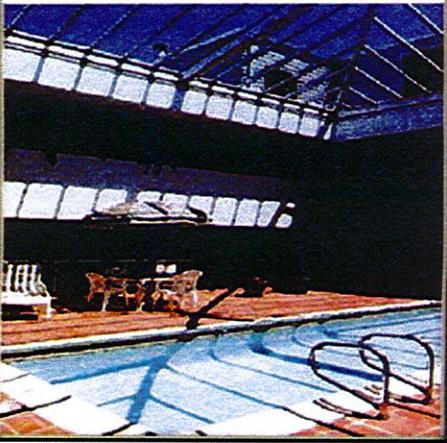
The group has over 60 years of combined experience in development, construction and hotel service. We are local and have developed and constructed several projects in the Davis area. We recognize the importance of family and locally run businesses and share the same bond, philosophies and values.

The two firms will form a new legal entity when selected.

The entity will provide the necessary financing and financing is not a condition or contingency.

The Hotel Brand will be the Ascend Hotel Collection™, a network of historic, boutique and unique hotels that offer guests an authentic, local experience. Member hotels share a passion for delivering attentive service to guests seeking a more experiential, individualized travel experience that gives them a sense of local flavor.

To become a member, Ascend™ hotels must embody one of three distinct categories-Historic, Boutique, or Unique-and show a commitment to service excellence. This ensures that all Ascend Collection members are one-of-a-kind hotels defined by a strong local identity, with upscale amenities and attentive service.

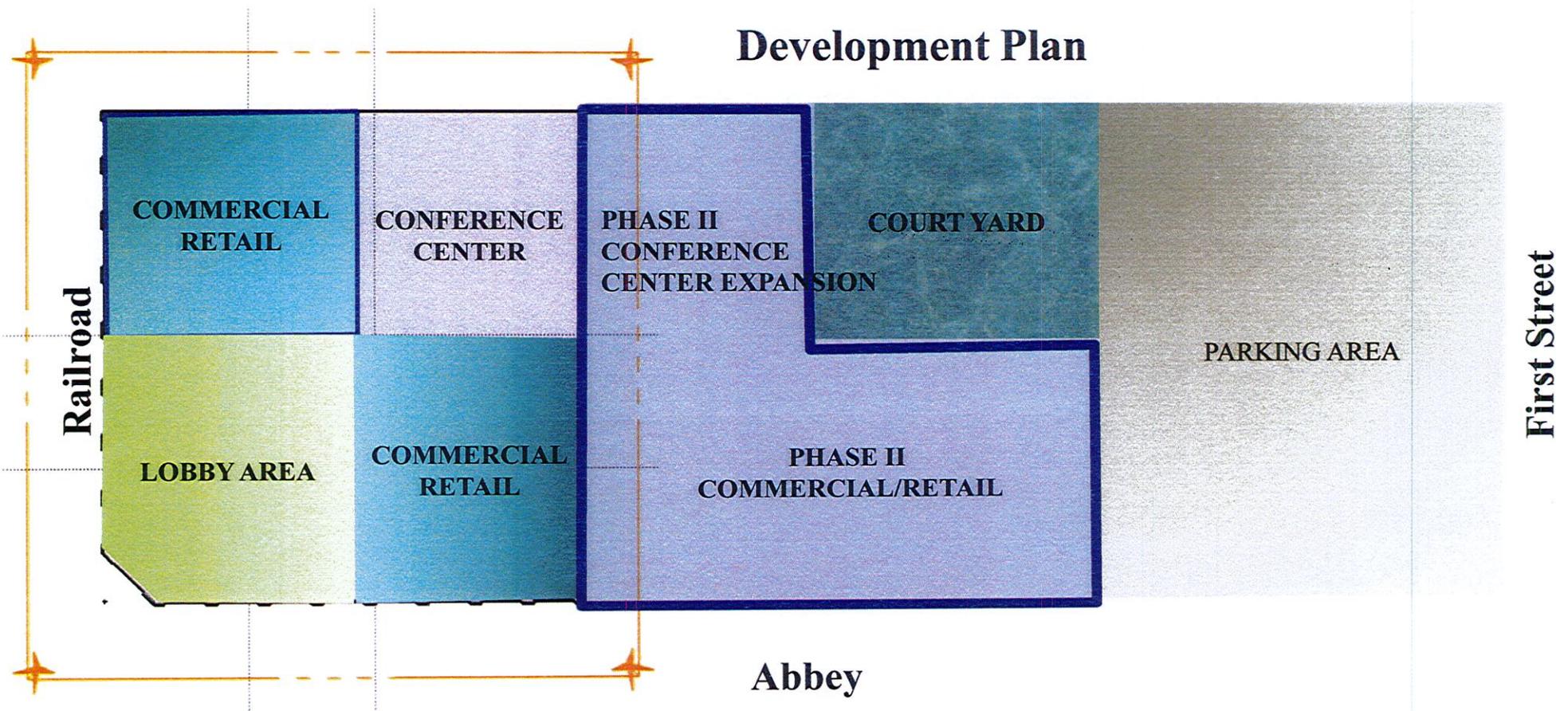


The Operator is Royal Guest Hotels. The principals have developed and operated successful hospitality products for over thirty years. Team members have created and managed a variety of properties in the university markets of Davis, Berkeley, Santa Cruz, and Merced markets. Royal Guest Hotels understands what works in University of California communities.

Our Mission is Hospitality

The hallmark of Royal Guest is quality, low risk projects employing market knowledge and high equity. The average debt-to-equity ratio of its properties is under fifty percent, with diversified ownership. Regardless of the economic climate, the right product and conservative financials create an environment where not just the guests sleep well.

Royal Guest has long experience interacting with campus administration, area governments, and local groups. The principals are friendly, accessible, flexible, and stick with a project. The attitude is one of long-term partnership with all stakeholders.

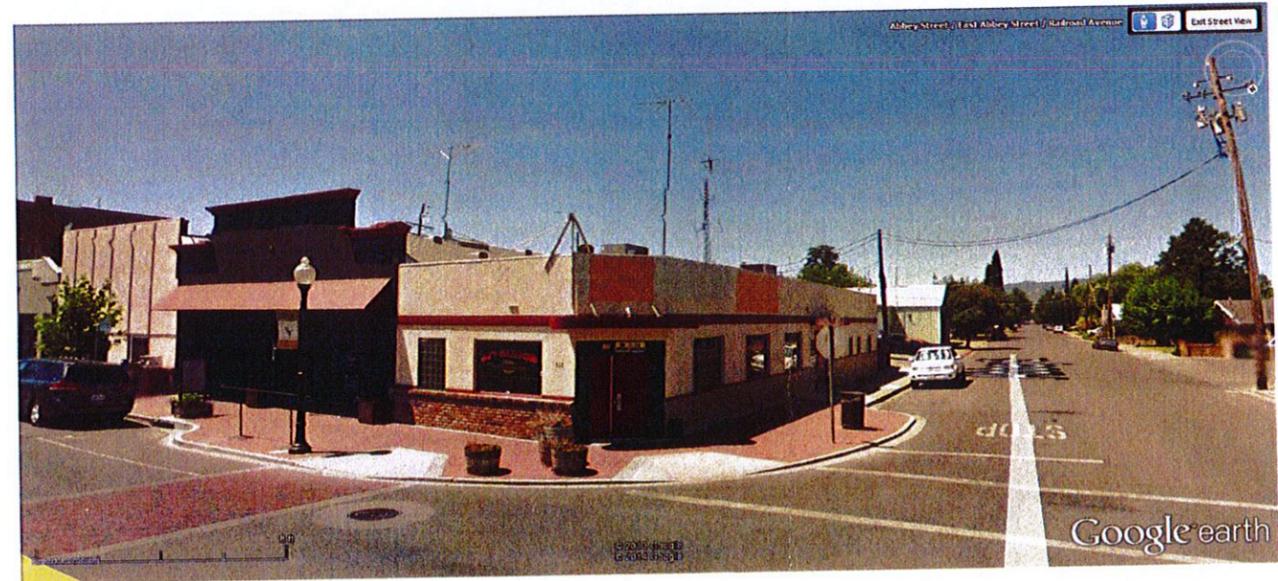


DEVELOPMENT PLAN

Phase I : 51 rooms, 3 floors above ground floor. First floor will consist of lobby area, commercial /retail space, bar and bar area, café restaurant, and a 2,500 sq. ft. conference center

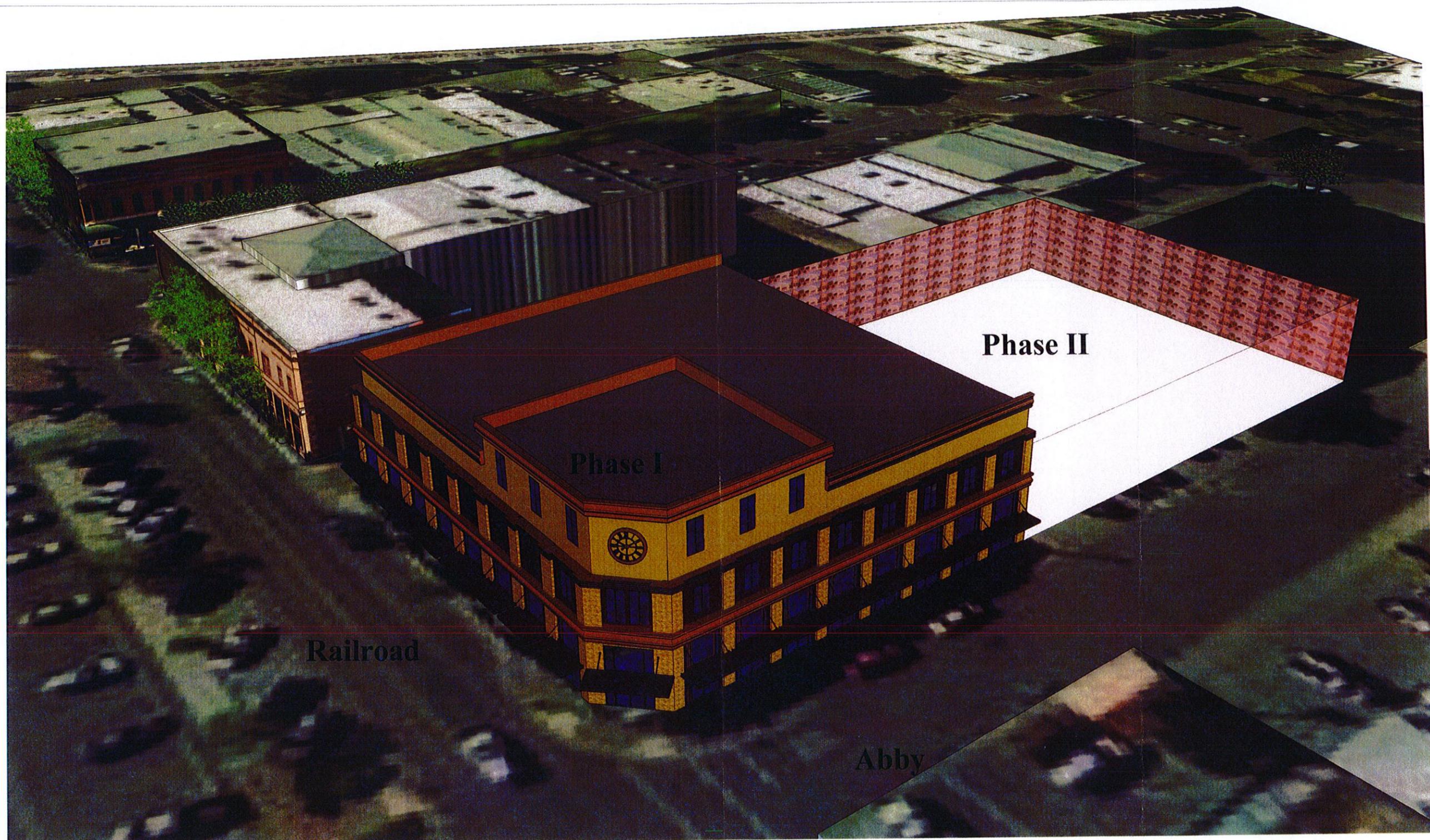
Phase II: 30 rooms, 3 floors above ground floor, first floor commercial and retail space and expansion to the conference center based on demand. An outdoor courtyard will be included.

Phase II to be determined on room demand and stabilization of revenue.



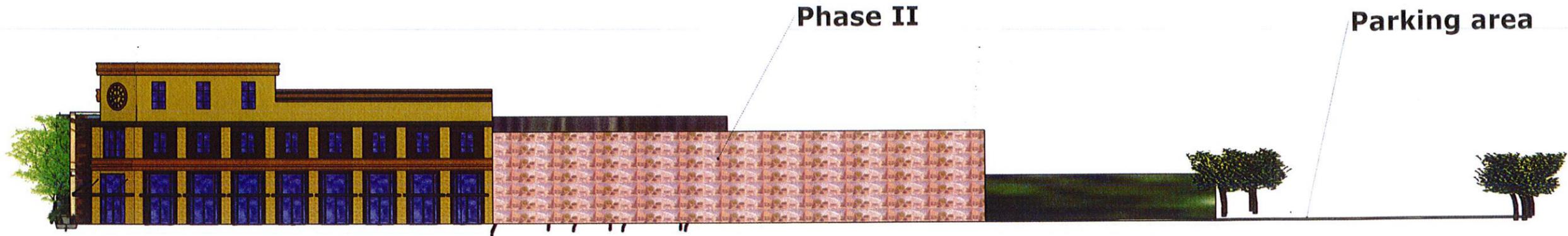
Michael S. Olivas
 1046 Olive Dr.
 Davis, CA 95617
 mikeolivas@aol.com
 9530)400 6092

Winters Hotel & Conference Center



YOUR NAME

Phase I 51 rooms, 3 floors above ground, with commercial/retail, lobby area, cafe restaurant Bar and Bar area, and 2,500 sq. ft. conference center.

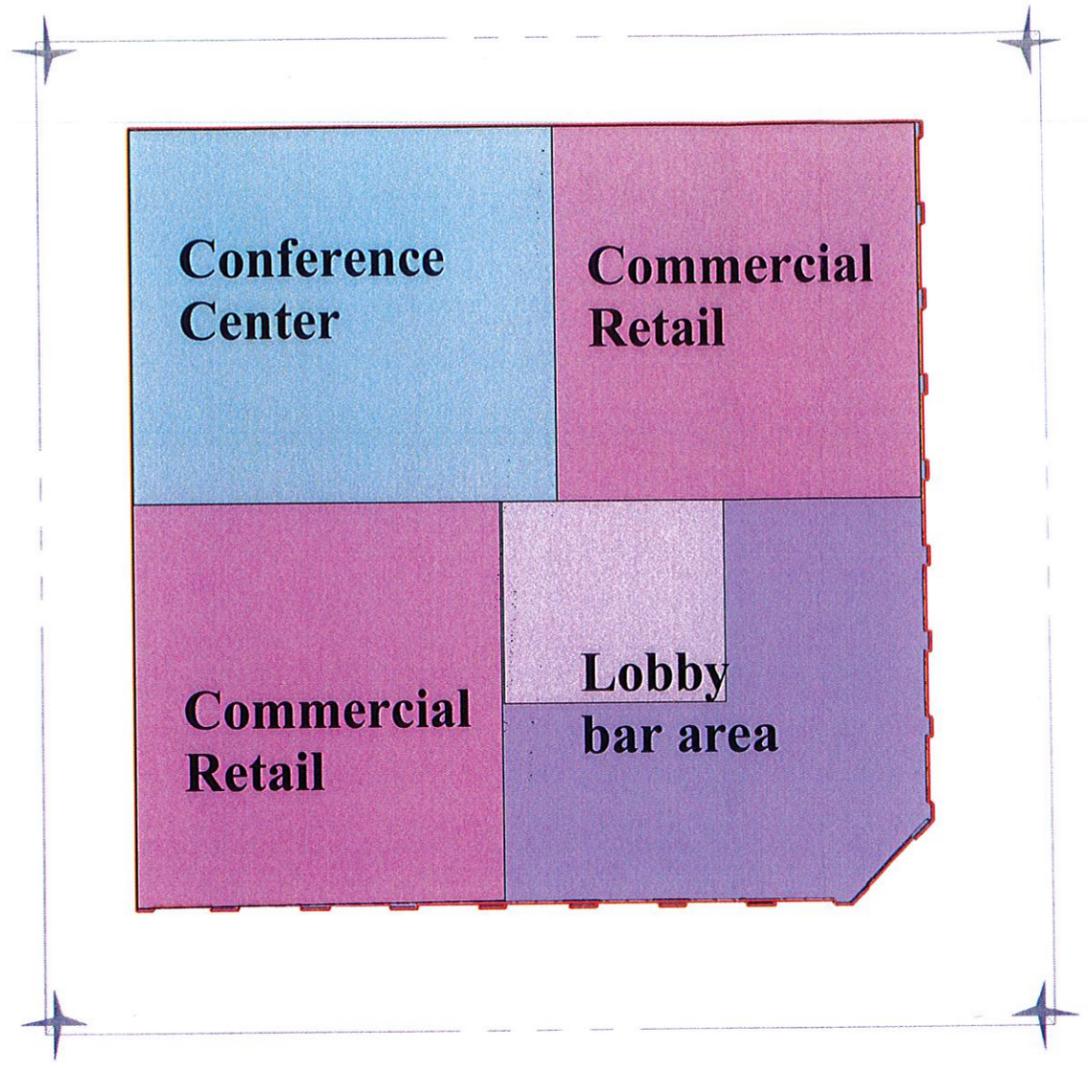
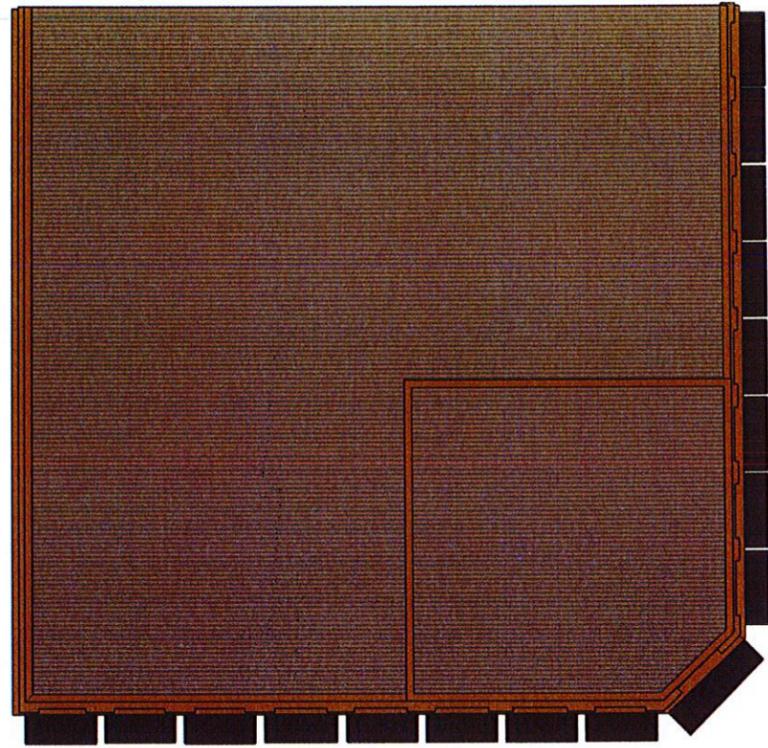


South view along Abby

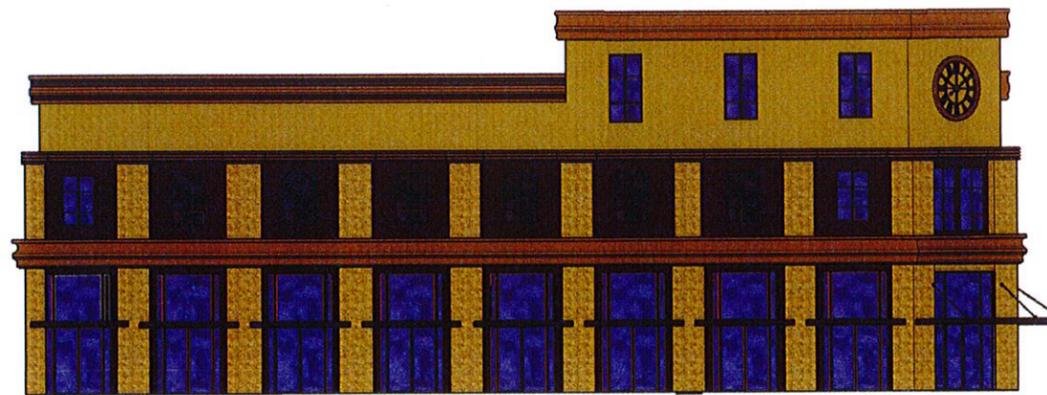


West view along Railroad

YOUR NAME



YOUR NAME



Develop a regionally recognized, high quality, signature hotel. The Ascend Hotel Collection will provide a Boutique, Unique and Historic feel that will have a very strong local identity.

Accommodations to meet the demands of a proposed PG&E Gas Training Facility. The Hotel will offer 51 units in phase one and 2,500 sq. ft. of conference area. When revenues stabilize and demand can support phase two, an additional 30 rooms will be constructed with additional commercial floor space and an expanded conference area.

Meeting space to support UC Davis and many local business needs. Royal Guest has a strong working relationship with the University, area governments and many local groups that will contribute to the success of the conference center.

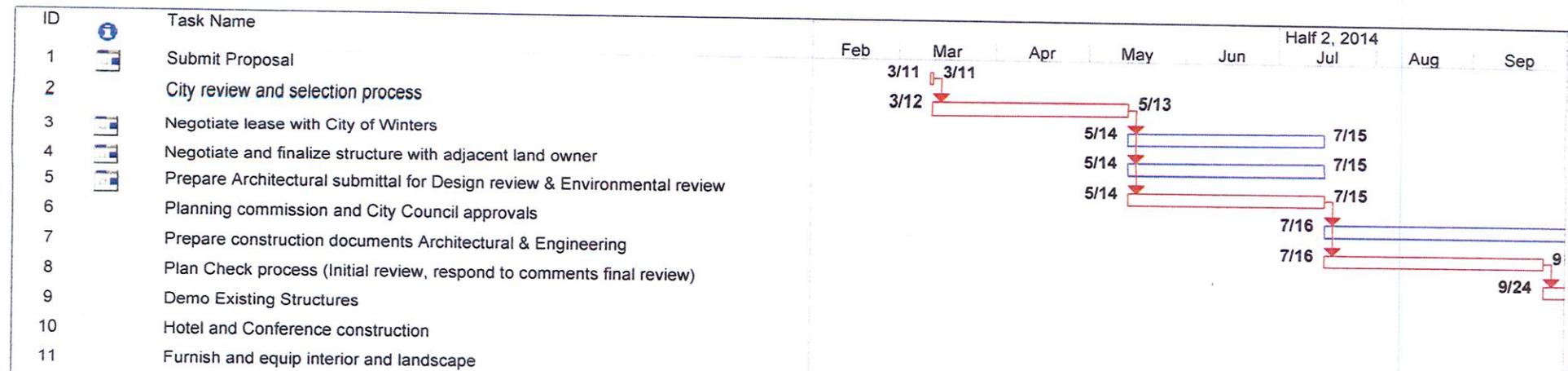
Enhance the dynamic environment of the downtown with a hotel that complements the area's existing retail, food and entertainment and regional attractions. The one of a kind unique structure will provide complimentary opportunities that will add to the local ambience.

Serve as an added catalyst for continued economic growth and provide a direct economic benefit to the City. Please review the attached

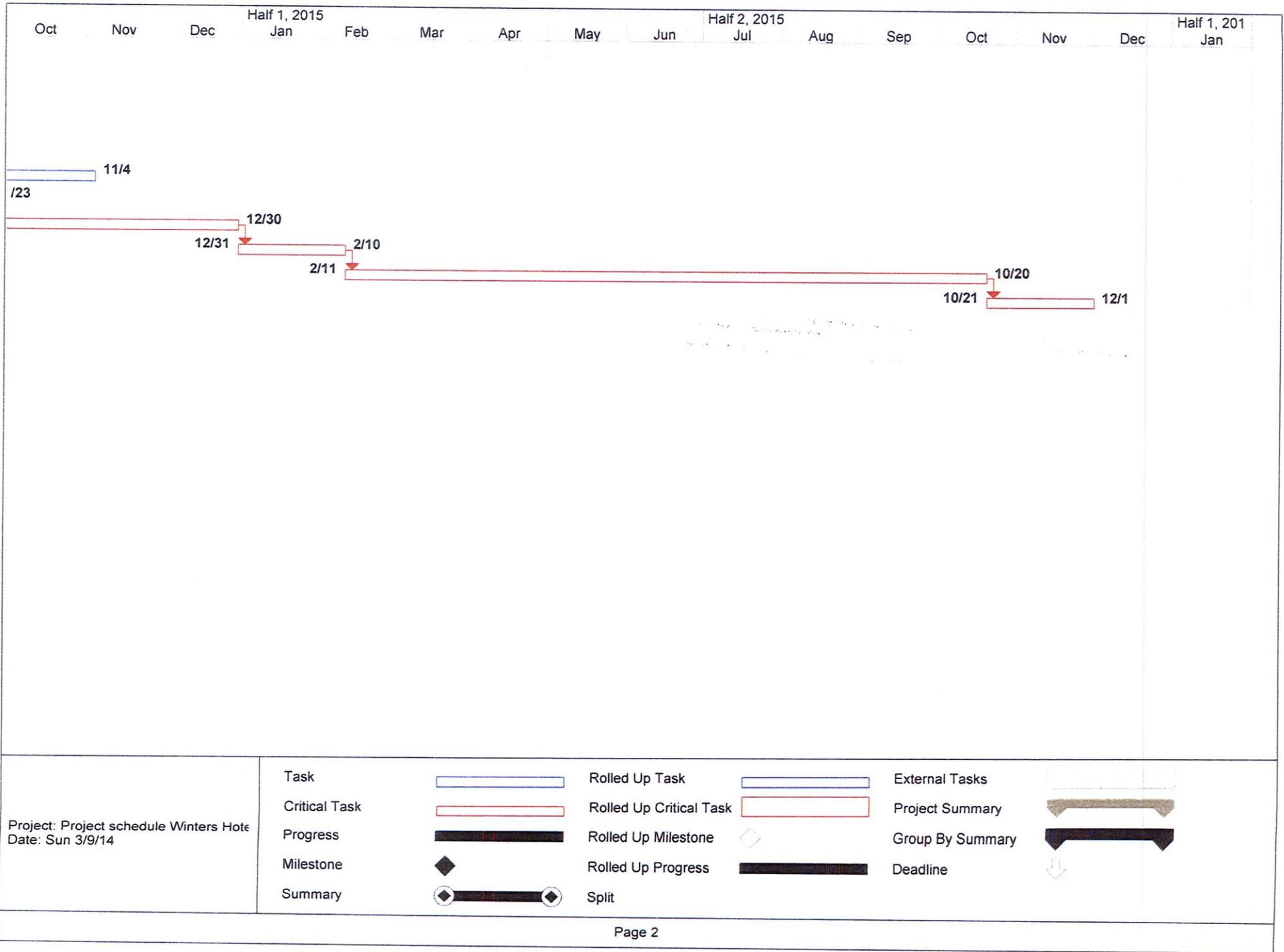
Maximize the site's potential in a creative and complementary manner and reflect and respect the architectural and spatial context of the Downtown. The architectural theme does complement and enhance the character of the downtown street experience and will provide a strong statement and catalyst for all future renovations within the downtown core.

Establish a long-term ground lease. Developer is seeking a 99 year lease with the City and the first right of refusal if City decides to sell the property.

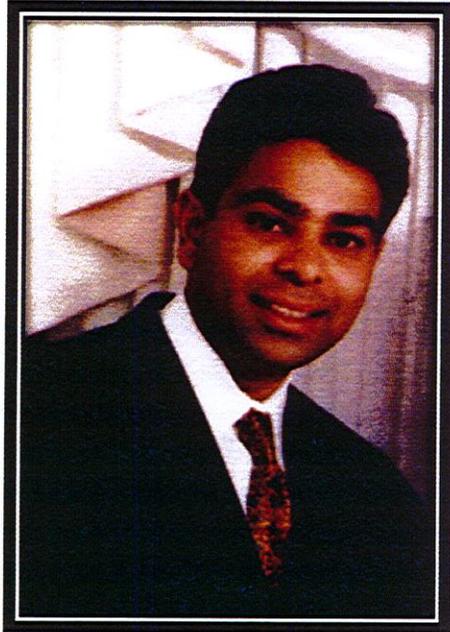
Discussions with adjacent property owner Charlie Wallace have taken place, a preliminary and reasonable understanding of a structure has been discussed.



Project: Project schedule Winters Hotel Date: Sun 3/9/14	Task		Rolled Up Task		External Tasks	
	Critical Task		Rolled Up Critical Task		Project Summary	
	Progress		Rolled Up Milestone		Group By Summary	
	Milestone		Rolled Up Progress		Deadline	
	Summary		Split			



The right people make all the difference.

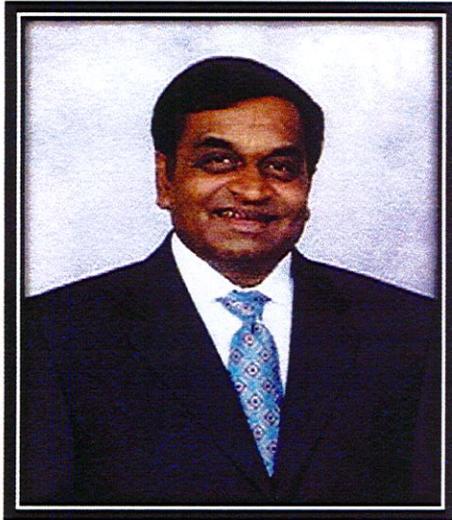


The Royal Guest team has worked together for over two decades. The group's skills encompass all facets of hospitality development and operations with hands-on experience extending over thirty years.

Ashok Patel

Finance, Acquisition, Construction Management, Operations

Raised in Davis, Ashok Patel directs acquisition, financing, and construction for Royal Guest. His decades of experience in developing and operating hospitality properties have made him an expert in the campus market; he is often consulted on area hotel opportunities. Ashok's Aggie Inn, received the *Best New Building Award* from the Yolo County Board of Realtors. Another Davis project, the Best Western Palm Court Hotel, has been honored with Best Western International's *Chairman's and Best of the Best* awards. After reviewing applicants statewide, the Capitol Area Development Authority selected Ashok to develop and operate CADA's first hotel venture in downtown Sacramento, The Inn Off Capitol Park. Ashok was very instrumental to the Hyatt Place hotel project on the UC Davis.



Bharat Patel

Construction Management, Operations

Bharat Patel supplies construction management and operations expertise. He has twenty-five years of experience developing and operating hospitality projects, including the 103 room Best Western Inn & Suites in Dixon, CA, another property to win Best Western's coveted *Best of the Best* award. Bharat's latest project, the Best Western Med Park Suite, opened in 2009 and serves the UC Davis Medical Center.



Executive Profile:

Michael Olivas has 30 years of experience in land development and construction of residential, commercial and infrastructure projects. Primary focus is on resolving the unique challenges and complexities of today's real estate development and entitlement process. Mr. Olivas has extensive experience in land acquisition, through the planning process from MEIRS, General Plan updates, CEQA and regulatory requirements, tentative maps, final maps and a wide experience in infrastructure improvements. A licensed General Contractor since 1980, Mr. Olivas has built over 2,800 housing units in northern California in addition to several infrastructure projects.

EXCLUSIVE NEGOTIATION AGREEMENT

THIS EXCLUSIVE NEGOTIATION AGREEMENT (the "Agreement") is entered into this _____ day of May, 2014, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and Domus Development LLC, , a California limited liability company ("Developer"), on the terms and provisions set forth below.

THE CITY AND DEVELOPER HEREBY AGREE AS FOLLOWS:

100. NEGOTIATIONS

101. Good Faith Negotiations

The City and Developer, acknowledging that time is of the essence, agree for the Negotiation Period set forth below to negotiate diligently and in good faith to prepare a Purchase and Sale Agreement (the "PSA") to be considered for execution between the City and the Developer, in the manner set forth herein, with respect to the sale of certain real property (the "Property") located at East Baker Street (a portion of APN#s 003 370 028, 029, & 030), Winters, California. The Property is shown on the "Map of the Property," attached hereto as Exhibit A and incorporated herein by reference. The Property is composed of certain real property currently owned by the City and to be conveyed to the Developer pursuant to the terms of the PSA. The City agrees, for the period set forth below, not to negotiate with any other person or entity regarding the sale of the Property or any portion thereof.

The Property is currently undeveloped and the City desires to sell the Property to be developed with affordable senior multifamily housing and related uses. The City and Developer desire to engage in negotiations for the sale and development of the Property in accordance with the City's desired uses for the Property.

During the Negotiation Period, the City shall provide the Developer with reasonable access to the Property as necessary for the Developer to evaluate the Property for development as an affordable senior multifamily housing project subject to reasonable rules and requirements as may be imposed by the City.

102. Duration of this Agreement

The duration of this Agreement (the "Negotiation Period") shall be six (6) months from the date of execution of this Agreement by the City. If upon expiration of the Negotiation Period, Developer has not signed and submitted a PSA to the City, then this Agreement shall automatically terminate unless this Agreement has been mutually extended by the City and Developer. If a PSA is so signed and submitted by Developer to the City on or before expiration of the Negotiation Period, then this Agreement and the Negotiation Period herein shall be extended without further action by the City for forty-five (45) days from the date of such submittal during which time the City shall take all steps legally necessary to (1) consider the terms and conditions of the proposed PSA, (2) if appropriate, take the actions necessary to authorize the City to enter into the PSA, including but not limited to completion of compliance with the California Environmental Quality Act, and (3) execute the PSA.

If the City has not executed the PSA by such 45th day or any extension of such period, then this Agreement shall automatically terminate, unless the 45-day period has been mutually extended by the City and Developer. The City agrees to consider reasonable requests for extensions of time and shall, upon request, notify Developer in writing of the reasons for any decision not to execute the PSA.

200. SALE OF THE PROPERTY

The purchase price and/or other consideration to be paid by Developer for the Property under the PSA will be established by the City after negotiation with Developer. Such purchase price and/or other consideration will be based upon such factors as the fair market value of the property, market conditions, affordability restrictions on the Property, and condition of the improvements, risks of the City, and risks of Developer, and will be subject to approval by the City Council after a public hearing as required by law.

The parties expect and intend that the PSA will also include certain other regulatory documents that will be recorded upon conveyance of the property, including, but not limited to, an affordability covenant and a Notice of Affordability Restrictions Upon Transfer of Property, to ensure that the improvements on the Property shall be operated and maintained as housing affordable to persons and households of low-income for a period of 55 years.

300. DEVELOPER

301. Nature of Developer

Developer is a California limited liability company.

302. Office of Developer

The principal office of the Developer is 9 Cushing, Suite 200, Irvine, CA 92618.

303. Principal Representatives of Developer

The principal representatives of Developer for purposes of negotiating the PSA are as follows: Meea Kang & Monique Hastings.

304. Full Disclosure

Developer has made full disclosure to the City of its principals, officers, major stockholders, major partners, joint venturers, key managerial employees and other associates, and all other material information concerning Developer and its associates. Any significant change in the principals, associates, partners, joint venturers, negotiators, development manager, consultants, professional and directly-involved managerial employees of Developer is subject to the approval of the City. Notwithstanding the foregoing, Developer reserves the right at its discretion to join and associate with other entities in joint ventures, partnerships or otherwise for the purpose of developing the Property, provided that Developer retains management and control of such entities and remains fully responsible to the City hereunder.

400. DEVELOPER'S FINANCIAL CAPACITY

401. Financial Ability

Prior to execution of the PSA, the Developer shall submit to the City satisfactory evidence of its ability to finance and complete the acquisition and development of the Property and fulfill the operation of the anticipated improvements to the Property as set forth in the PSA.

402. Full Disclosure

Developer will be required to make and maintain full disclosure to the City of its methods of financing to be used in the acquisition of the Property.

500. CITY'S RESPONSIBILITIES

501. Environmental Documents

The City shall be responsible for conducting any review it deems necessary and appropriate under the California Environmental Quality Act. Any costs, fees and charges associated with the requirements of the California Environmental Quality Act shall be paid by Developer, unless otherwise agreed by the City, provided, however, the City shall not incur and material cost for which it shall seek reimbursement without providing prior notice thereof to the Developer. The staff of the City shall be available to meet with Developer to discuss the development of the Property, so that Developer shall have sufficient input to prepare its full proposal for the use the development of the Property.

502. City Council Public Hearing

A PSA resulting from the negotiations hereunder shall become effective only after and if the PSA has been considered and approved by the City Council at a public hearing called for such purpose.

600. REAL ESTATE COMMISSIONS

The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The City represents that it has engaged no broker, agent or finder in connection with this transaction, and Developer agrees to hold the City harmless from any claim by any broker, agent or finder retained by the Developer.

700. LIMITATIONS OF THIS AGREEMENT

By its execution of this Agreement, the City is not committing itself to or agreeing to undertake: (1) disposition of land to Developer; or (2) any other acts or activities requiring the subsequent independent exercise of discretion by the City or any agency or department thereof.

This Agreement does not constitute a disposition of property or exercise of control over property by the City. Execution of this Agreement by the City is merely an agreement to enter into a period of exclusive negotiations according to the terms hereof, reserving final discretion

and approval by the City as to any Purchase and Sale Agreement and all proceedings and decisions in connection therewith.

This Agreement may be executed in any number of counterparts, which shall, collectively and separately, constitute one agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

_____, 2014

THE CITY OF WINTERS, a municipal corporation

By _____
City Manager

"CITY"

April __, 2014

Domus Development, LLC, a California limited liability company

By: MNJ Development, LLC, a California limited liability company, a member

By: Newport Partners, LLC, a California limited liability company, its sole member

By: _____
Monique Hastings,
Manager

"DEVELOPER"

APPROVED AS TO FORM:

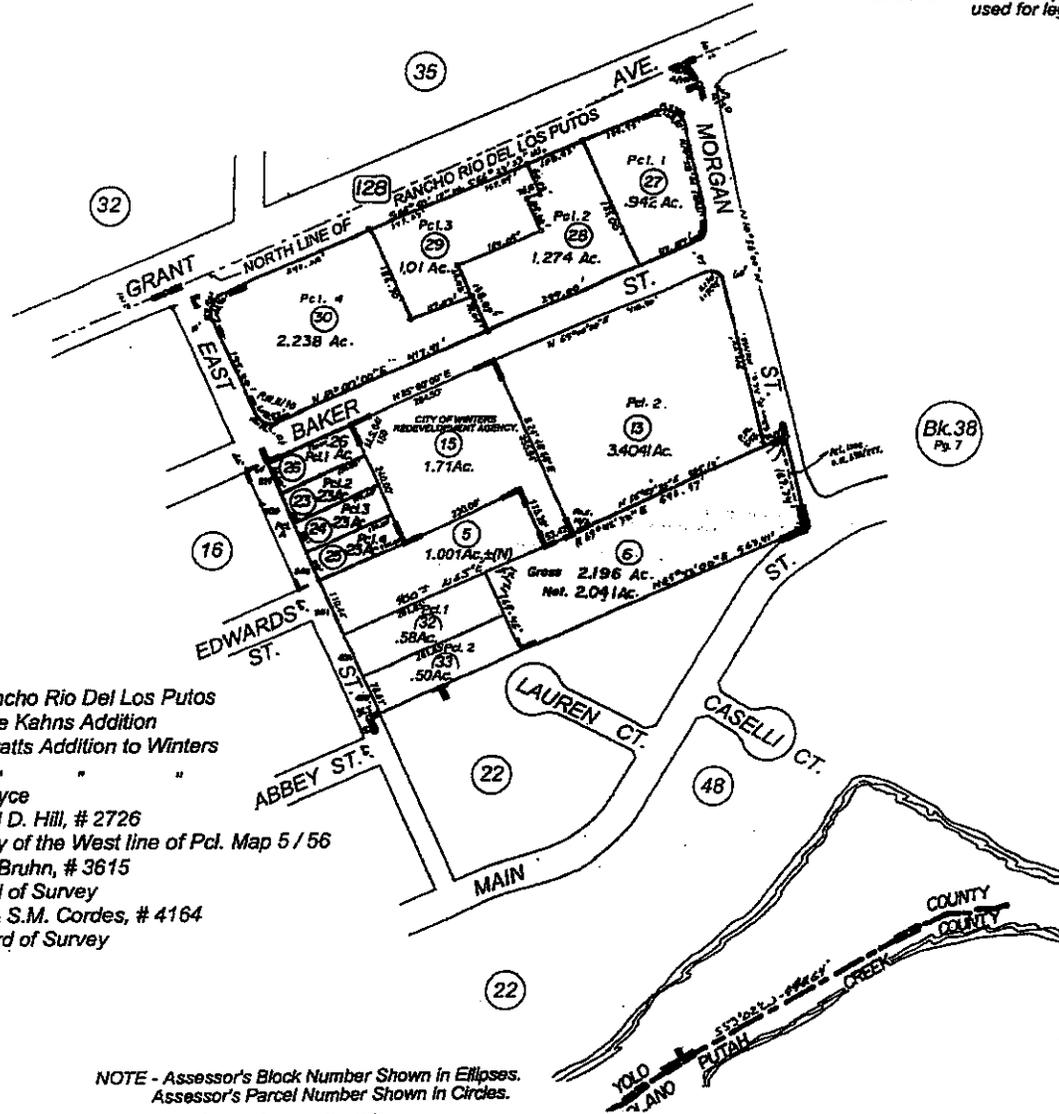
By _____
City Attorney

EXHIBIT A
MAP OF THE PROPERTY

[To Be Inserted.]

POR. OF RANCHO RIO DEL LOS PUTOS

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



- Misc. Bk. "A", Pg. 172 - Rancho Rio Del Los Putos
- D. B. Bk. 49, Pg. 119 - Emilie Kahns Addition
- M. B. Bk. 2, Pg. 5 - M.O. Wyatts Addition to Winters
- M.S. Bk. 3, Pg. 66 - " " " "
- M.S. Bk. 7, Pg. 70 - J. A. Boyce
- P.M. Bk. 5, Pg. 56 - Leonard D. Hill, # 2726
- M.S. Bk. 12, Pg. 2 - Resurvey of the West line of Pct. Map 5 / 56
- P.M. Bk. 8, Pg. 97 - Vernon Bruhn, # 3615
- M.S. Bk. 13, Pg. 21 - Record of Survey
- P.M. Bk. 11, Pg. 30 - R. A. & S.M. Cordes, # 4164
- M.S. Bk. 04, Pg. 150 - Record of Survey

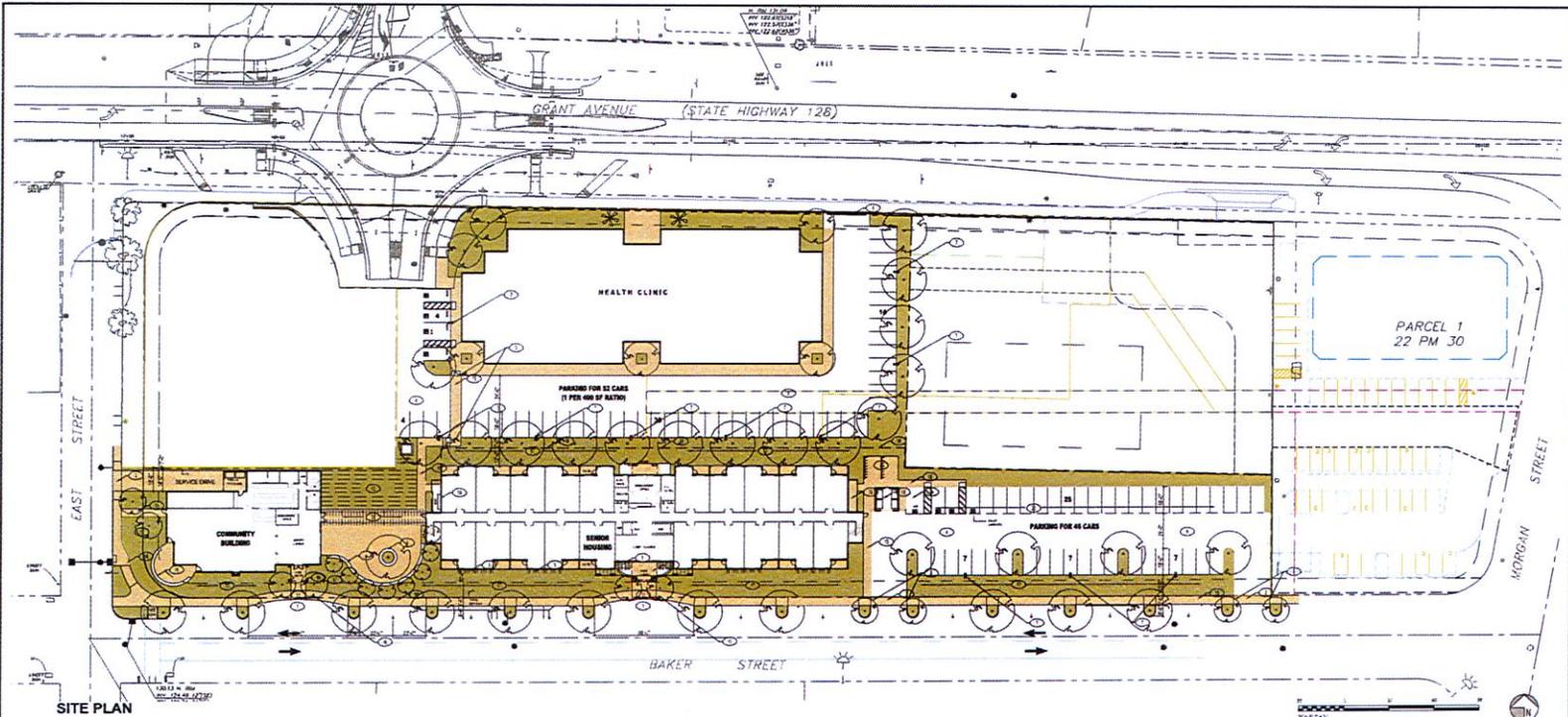
NOTE - Assessor's Block Number Shown in Ellipses.
 Assessor's Parcel Number Shown in Circles.
 (formerly por. 3 - 01)

W.C. 2052771	1/19/04
W.C. 2052772	10/29/03
W.C. 2052773	12/21/03
W.C. 2052774	2/27/04
W.C. 2052775	4/1/04
W.C. 2052776	4/1/04
W.C. 2052777	4/1/04
W.C. 2052778	4/1/04
W.C. 2052779	4/1/04
W.C. 2052780	4/1/04
W.C. 2052781	4/1/04
W.C. 2052782	4/1/04
W.C. 2052783	4/1/04
W.C. 2052784	4/1/04
W.C. 2052785	4/1/04
W.C. 2052786	4/1/04
W.C. 2052787	4/1/04
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W.C. 2052792	4/1/04
W.C. 2052793	4/1/04
W.C. 2052794	4/1/04
W.C. 2052795	4/1/04
W.C. 2052796	4/1/04
W.C. 2052797	4/1/04
W.C. 2052798	4/1/04
W.C. 2052799	4/1/04
W.C. 2052800	4/1/04

CITY OF WINTERS
 Assessor's Map Bk. 3, Pg. 37
 County of Yolo, Calif.

05/08

C. SITE PLAN AND FLOOR PLANS



SITE PLAN

MATERIAL SAMPLES



PEDESTRIAN PATHWAYS
CONCRETE WALK WITH ROCK-SALT FINISH (1)



PARKING STALLS
PERVIOUS CONCRETE (2)



TRASH AND RECYCLING ENCLOSURE (SIMILAR)
SPLIT-FACE CONCRETE BLOCK WITH STEEL ROOF (3)



TRELLIS AT COMMON AREA (SIMILAR)
CLEAR CEDAR WITH PAINTED STEEL COLUMNS (4)

SITE KEYNOTES

- (1) DROP OFF AND PICK UP
- (2) PROPOSED (IN DRIVEWAY CUT)
- (3) HANDICAP ACCESS CURB RAMP
- (4) CONCRETE LANDSCAPE SEAT WALL
- (5) (IN) SHADING TRELLIS
- (6) PERVIOUS CONCRETE AT PARKING STALLS
- (7) POLE-MOUNTED PARKING LOT LIGHT FIXTURES, TBD
- (8) BICYCLE PARKING RACKS MOUNTED TO CONCRETE
- (9) (IN) SITE SHADE TREE (SEE LANDSCAPE)
- (10) RECONFIGURED PUBLIC SIDEWALK (SEE CIVIL)
- (11) CURB RAMP
- (12) COMMUNITY GARDEN
- (13) TRASH AND RECYCLING ENCLOSURE WITH METAL ROOF
- (14) VAN ACCESSIBLE PARKING STALL
- (15) CONCRETE WALK WITH ROCK-SALT FINISH
- (16) 4'-0" HIGH NATURAL CEDAR FENCE AT PL
- (17) 8'0" EAVES
- (18) TRELLIS COVERED PATH



CITY OF WINTERS RFP#
 DOMUS DEVELOPMENT, LLC
 MARCH 21, 2014

	Domus Development 9 Country Club 200 Irvine, California 92618	WINTERS SENIOR HOUSING 147 East Baker Street, Winters, California	SITE PLAN	A1 <small>DATE: 01-30-2014</small>
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**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: May 6, 2014
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: KodaCamp Summer Program

RECOMMENDATION:

Approve the KodaCamp Summer Program

BACKGROUND:

The City of Winters has tried for some years to provide a summer program that is along the same lines as the After School Program. The funding, economy and location to hold the program has kept us from providing such a program.

Mr. Ravi Tumber has generously partnered with us to make this program possible. Mr. Tumber will make deposits with the City, as this will be a City run program, to cover any shortfall between program costs and tuition, as provided in the contract. He will have responsibility for the hiring and compensation of employees working in the program. Any funds remaining with the City at the end of the program will be left for use in 2015.

The program will strive to provide a fun and safe environment for students to learn and grow. Each student will be provided the opportunity to improve academically, socially, and physically. The students will participate in literacy, academics, education enrichment, recreation, and be served with breakfast and lunch by Winters Joint Unified School District, free of charge through Migrant Education.

The program will run June 9, 2014 through August 1, 2014, from 9:00 a.m. to 5:00 p.m. The program will be housed at Waggoner Elementary School (if board approval on May 1, 2014). Students attending the KodaCamp may attend the District's Summer School Program in the morning and KodaCamp in the afternoon.

FISCAL IMPACT:

Other than some staff time, there should be no expense to the City of Winters. If funding is not secured, there will be no program.

COOPERATIVE AGREEMENT
CITY OF WINTERS AGREEMENT No. 2014-_____

THIS AGREEMENT is made at Winters, California, as of April 23RD 2014, by and between the City of Winters ("the CITY") and RAVI TUMBER ("RAVI"), an individual, who agree as follows:

RECITALS

WHEREAS, The CITY is administering the 2014 KodaCamp After School Summer Program ("KodaCamp"), using the facilities of the Winters School District; and

WHEREAS, the cost of administering KodaCamp is expected to exceed the tuition costs paid by parents enrolling their children in KodaCamp; and

WHEREAS, by Letter dated March 27, 2014, RAVI agreed to fund the balance necessary to administer KodaCamp, through a foundation; and

WHEREAS, the CITY has accepted the proposal as outlined in the letter, under the conditions which follow below;

NOW, THEREFORE, the parties agree as follows:

1. RAVI will make the following deposits with CITY to cover any shortfall between program costs and tuition: (1) the sum of \$10,000 by May 15, 2014; (2) the sum of \$10,000, by June 1, 2014; (3) the sum of \$10,000 by June 15, 2014. These funds will be held in an individual account with the City of Winters, to be disbursed to RAVI based on submitted expense vouchers. RAVI will have responsibility for the hiring and compensation of employees working in the KodaCamp program, and further deposits needed. Any funds remaining with CITY at the end of the program will be left for use in 2015.
2. Both RAVI and CITY will take all reasonable steps to comply with the school district requirements on the use of the school facilities.
3. This Agreement may be assigned by RAVI to a Foundation designated by him.
4. EXHIBITS: A – the March 27, 2014 letter is attached and included herein. B – The program description is summarized in Exhibit B, and made a part of this agreement.

EXECUTED as of day first above-stated.

RAVI TUMBER

by 
RAVI TUMBER

CITY OF WINTERS
a municipal corporation

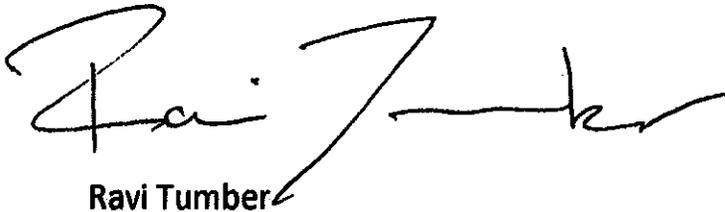
By: _____
Nanci G. Mills
Director of Administrative Services

Exhibit "A" KODACAMP SUMMER PROGRAM

March 27, 2014

I, Ravi Tumber, am acknowledging and confirming that the KodaCamp Summer Program will be funded through parent contribution of tuition, and the balance of expenses will be provided through my foundation. The name of the foundation will be provided to the City of Winters before May 1, 2014. I will not hold the City of Winters liable for funding of the KodaCamp Summer Program; I also acknowledge and understand the City of Winters will be administering and distributing funds for the KodaCamp Summer Program without personal financial liability outside of administrative expenses. The City's support and cooperation with this program is greatly appreciated.

Regards,



Ravi Tumber



KodaCamp Summer Program

Welcome to KodaCamp Summer Program. Childs enrollment is valid upon the return of a completed registration packet. The completed paperwork must be returned to City Hall between the hours of 8:00am to 5:00pm, Monday through Friday in the Finance Office. We will be enrolling on a first come first serve basis. A waitlist for each grade will be provided when all program slots have been filled.

KodaCamp Summer Program operates from 9:00am-5:00pm Monday-Friday. Child drop off time is 8:30am for breakfast in the Waggoner Cafeteria and child pick up time is 4:30-5:00pm each day. Children not picked up by 5:00pm will be subject to a \$10.00 late fee for every 15 minutes, due upon pick up. Please refer to the attached schedule for more information.

Lunch will be served each day in the Waggoner Cafeteria for each child.

Payment Schedule

KodaCamp Summer Program is funded and run through your child's tuition and a privately funded foundation. Each child will be charged \$175.00 for each month of the program and is due on the first day of the program. All fees are due in full in advance, by the 1st of each month. No paying student will be allowed to attend the program if they are not current in the payment of fees. Parents with two or more students in the program will receive discount on tuition as listed: two students will be charged a total of \$325.00 per month and three students will be charged a total of \$425.00 per month. Subsidization of tuition may be possible upon the needs of the family in question. Please talk to the site coordinators Nicole or Diana regarding scholarships if you cannot afford to pay the tuition fee. Your child's enrollment will not be valid unless payment has been made. Payments must be mailed to or taken to the City of Winters, Finance Office.

Programa de Verano KodaCamp

Bien venido al Programa de Verano KodaCamp. La registraci3n del ni1o es valida con el regreso de un paquete de registraci3n completo. El papeleo completo necesita ser entregado a City Hall entre las horas de 8:00am a 5:00pm, lunes a viernes en la oficina de finanzas. Estaremos inscribiendo por orden de llegada. Una eista de spera para cada grado sera disponible cuando todos los espacios del programa se llenen y se inscriban en orden do llegada primero-servido.

El Programa de Verano KodaCamp opera de lunes a viernes de 9am a 5pm. La hora de entrega de el ni1o es de 8:30am para el desayuno en la cafetera de la escuela Waggoner y la hora de recogida es de 4:30pm-5:00pm cada dfa. Los ni1os que no son recogidos para las 5:00pm ser3n cobrados una fija tarde de \$10 por cada 15 minutos pasando de la hora de recoger. Por favor revise la planilla adjunta de los horarios para m3s informaci3n. El almuerzo ser3 servido todos los d3as para cada estudiante en la cafetera de Waggoner.

Calendario de Pagos

El programa es financiado y corrido por la matricula de su hijo y un fundamento privado. Cada ni1o se le cobrar3 \$175 por cada mes del programa, y es debido en el primer dfa del mes. Todaos los pagos, en avanzado, se tienen que pagar para el primero del mes. El estudiante por cual no se ha pagado no podra asistir al programa si no han pagado. Se requiere el pago por avanzado para estar en buena posicion. Padres con m3s de 2 hijos en el programa recibir3n un descuento en la matricula como lo siguiente: 2 estudiantes ser3n cobrados un total de \$325 por mes y 3 estudiantes ser3n cobrados \$425 por mes. La subvenci3n de la matricula puede ser posible a las necesidades de las familias en cuesti3n. Por favor hable con el coordinador del sitio, Nicole o Diana al respecto de los costos, si usted no puede permitirse el lujo de pagar la matricula. La inscripci3n de su hijo no ser3 v3lida a menos que el pago se haya realizado o se han adoptado disposiciones. Los pagos deben ser enviados por correo o llevados a la ciudad de Winters, Oficina de Finanzas o llevados a las coordinadoras del sitio, Nicole o Diana.



KodaCamp Summer Program Contract

Student: _____ Grade: _____ Phone Number: _____
(2014-2015)

The goal of the KodaCamp Summer Program is to provide students with a safe, fun and positive learning environment during the summer.

Program Components: Academic, Enrichment, Recreation, Healthy Meals/Snack

All participating students will be expected to follow School standards during program hours. This means always being:

- Safe
- Respectful
- Responsible

I _____, hereby enroll my child, _____, in the KodaCamp Summer Program. I understand that my child's **continued enrollment** in the program will depend on the following:

1. Full daily attendance is **mandatory**. Program hours begin 9:00am and end at 5:00pm. If my child accumulates five unexcused absences, he/she may be dropped from the program.
2. I will pick up my child each day at the appropriate time, between 4:30pm and 5:00pm. If I send someone in my place, I will notify the KodaCamp Summer Program staff in advance or I will send a note with my child.
3. I understand that if I don't pick up my child by the indicated time a **LATE PICK UP** fee of \$10.00 per child for every 15 minutes that I am late will be charged.
4. **Repeated late pick-ups, misconduct, or failure to meet the attendance requirements can result in dismissal of my child from the program.**

Parent Signature: _____ Date: _____

Coordinator Signature: _____ Date: _____



Summer Program Mission

Goal: We strive to provide a fun, safe and successful program for students to learn and grow during the summer. We will provide each student with the opportunity to improve academically, socially and physically.

Students will participate in:

- Literacy
- Academic work
- Educational enrichment
- Recreation
- Nutritious Meals and Snack

Desired Results:

- Assist students in getting caught up or ahead in their academics
- Improve students social skills
- Promote self awareness and personal strength
- Promote positive and healthy lifestyle

The Summer Program commences Monday-Friday, 9:00am-5:00pm.