



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, October 21, 2014
6:30 p.m.
AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Woody Fridae, Mayor Pro-Tempore
Harold Anderson
Wade Cowan
Pierre Neu*

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

6:30 p.m. – Regular Session

AGENDA (pp 1-4)

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, October 7, 2014 (pp 5-9)
- B. Approval of the Purchase of a New Jetter for the Wastewater Department (pp 10)
- C. Approval of Street Closure – Winters High School Homecoming Rally – October 24, 2014 (pp 11-12)

PRESENTATIONS

Presentation of CAL ICMA's 30-Year Acknowledgement to City Manager Donlevy by Mayor Aguiar-Curry

Presentation by Gene Ashdown, City of Winters Building Official and Safety Assessment Program Volunteer for the 2014 South Napa Earthquake That Occurred on August 24th, 2014

DISCUSSION ITEMS

- 1. Ordinance 2014-05, an Ordinance of the City Council of the City of Winters Approving a Third Amendment to the Development Agreement By and Between the City of Winters and Turning Point Acquisition V, LLC for the Hudson Ogando Subdivision (pp 13-23)
- 2. Hudson Ogando Development Agreement - Assignment and Assumption Agreement (pp 24-28)
- 3. Disposition and Development Agreement between the City of Winters and Royal Guest LLC for the Development of a Downtown Hotel (pp 29-45)
- 4. Fire Administrative Services Contract Extension (pp 46-65)

5. City Park Rehabilitation Project Update (pp 66-72)
6. Resolution 2014-32, a Resolution of the City Council of the City of Winters Opposing Proposition 47 (pp 73-84)
7. Severn Trent Services' Quarterly Wastewater Report – No Backup
8. UTV Project Presentation by the Winters Fire Department (pp 85-88)

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

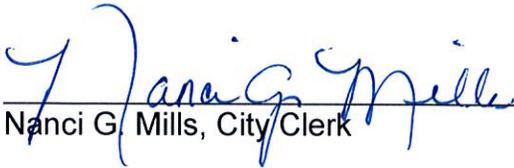
1. Resolution SA-2014-07, a Resolution of the City of Winters as Successor Agency to the Winters Community Development Agency Amending the Long Range Property Management Plan (pp 89-94)
2. Purchase and Sale Agreement for 314 & 318 Railroad Avenue (pp 29-45)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the October 21, 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 October 16, 2014, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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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.

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Minutes of the Winters City Council Meeting
Held on October 7, 2014

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

- Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu and Mayor Cecilia Aguiar-Curry.
- Absent: None
- Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Police Chief Sergio Gutierrez, Fire Chief Aaron McAlister, City Engineer Alan Mitchell, Director of Financial Management Shelly Gunby, Housing Programs Manager Dan Maguire, Public Works Superintendent Eric Lucero, Environmental Services Manager Carol Scianna, Public Works Associate Elliot Landes, Building Official Gene Ashdown, Intern Linn Myer, and Management Analysts Jenna Moser and Tracy Jensen.

Joe Castro led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Discussion Item #1, Introduction and First Reading of Ordinance 2014-04 Amending Section 6.04.020, Adding Section 6.04.025 and Adding Chapter 6.08 to the Winters Municipal Code Relating to Regulation of Dogs in the City be pulled and brought back to Council at a later date, and to move Discussion Item #3, Artwork for Public Safety Center, to the Consent Calendar as Item I.

Motion by Council Member Cowan, second by Council Member Neu to approve the agenda with the requested changes. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Mayor Aguiar-Curry welcomed PG&E representatives to the meeting and introduced Alisa Okelo-Odongo, PG&E Government Relations, who announced the partnership between PG&E and the City of Winters. She thanked the project teams and extended a special thanks to Mayor Aguiar-Curry, Council Member Cowan and City Manager Donlevy for their hard work and diligence in bringing the gas operation training facility to Winters. PG&E Program Manager Tom Crowley said PG&E would be working toward a 2016 open date for the gas operation training facility, and along with Ms. Okelo-Odongo, presented the Mayor, Council Members and City Manager with a balloon-filled box and a matted photo. Mayor Aguiar-Curry and City Manager Donlevy then presented PG&E with a "Welcome" mat. City Manager Donlevy said the 9-month process began on October 6th, when the PG&E application was submitted. He acknowledged the PG&E and City teams and said it wasn't always the easiest road, but we're moving forward and a full Environmental Impact Report (EIR) will be processed. This project represents a renaissance in gas training and economic development opportunities, a win-win for PG&E and the City of Winters. Council Member Cowan thanked his neighbor, Joe Castro, for bringing his bosses to town and talk about building this facility in Winters. Council Member Fridae welcomed the PG&E representatives and thanked them for their commitment, and also thanked staff and his fellow Council members. John Pickerel and several Buckhorn staff members thanked PG&E with hand-held signs. Mayor Aguiar-Curry said she is very excited about the project and thanked Tom Crowley, Alisa Okelo-Odongo, and Mary Ellen Itner, as well as PG&E President Chris Johns, who called and said PG&E was coming to Winters. She also thanked Jim Howell, Senior Director of Gas Operations.

Mayor Aguiar-Curry called for a 10-minute intermission.

When the meeting resumed at 7:09 p.m., Sally Brown and several other WFOL members came forward and thanked Council for their donation and support and announced that the 5-year anniversary of the Winters Library will be celebrated on November 5th at the library. The celebration will include guest speaker Jack Omen, an editorial cartoonist for the Sacramento Bee and Chris Novello's foods class, who will be preparing food for the celebration.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, September 16, 2014
- B. Approval of Administrative Services Agreement between the City of Winters and Nationwide Retirement Solutions, Inc.
- C. Approval of the Roth Contribution Amendment to the Deferred Compensation Plan for Public Employees 457 Governmental Plan and Trust

- D. Agreement for Blood Draw Process between the City of Winters and American Medical Response West dba AMR
- E. Council Support for Winters Community Library 5 Year Celebration
- F. Adopt Resolution No. 2014-30, a Resolution of the City Council of the City of Winters accepting a Grant Deed for Public Right of Way and Utility Easement - Mermod Road Parcel Map #5058
- G. Claim Against the City of Winters Submitted by Claudia Smyth
- H. Request for Street Closure - Winters Chamber of Commerce - Harvest Festival – October 24, 2014
- I. Artwork for Public Safety Center (Moved from Discussion Item)

City Manager Donlevy gave an overview and confirmed the amount requested by WFOL is \$750. He also confirmed the budget for the artwork for the Public Safety Facility of \$20,000, authorizing \$11,000 in framing of historic Winters photos and the balance of \$9,000 to purchase original artwork.

Motion by Council Member Cowan to approve Items A-H, seconded by Council Member Neu. Motion carried with the following vote:

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

Council Member Fridae recused himself for Consent Item I due to a possible conflict of interest. Motion by Council Member Cowan to approve Item I, second by Council Member Anderson. Motion carried with the following vote:

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

Council Member Fridae returned to the dais at this time.

PRESENTATIONS

Motion by Council Member Fridae, second by Council Member Neu to move the presentation of CAL ICMA's 30-Year Acknowledgement to City Manager Donlevy by Mayor Aguiar-Curry to the October 21st City Council agenda. Motion carried with the following vote:

AYES: Council Member Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry

NOES: None
ABSENT: None
ABSTAIN: None

DISCUSSION ITEMS

1. Introduction and First Reading of Ordinance 2014-04 Amending Section 6.04.020, Adding Section 6.04.025 and Adding Chapter 6.08 to the Winters Municipal Code Relating to Regulation of Dogs in the City – **Moved to October 21st City Council agenda**
2. Hudson Ogando Public Improvement Agreement, Conditions of Approval & Final Map #4684 with Grant Deed

City Manager Donlevy gave a brief overview and introduced City Engineer Alan Mitchell, who said this was the first final map that has been processed in 9 years and clarified some of the conditions of approval, specifically #47, #74, #78, and #114. Regarding a traffic signal at Grant and Main, the 50th unit built will trigger this addition, and options for a financing plan will be worked out with the developer. City Manager Donlevy said this is the City's #1 traffic priority.

Council Member Anderson asked whether the landscaping would be drought tolerant and City Manager Donlevy said the landscaping must meet new green building codes, which will be addressed during the design review process.

Developer Jim Hildenbrand confirmed the map numbering started at Callahan and ended at Hudson Ogando, which explains why the parcel numbers at Hudson Ogando are higher. Jim asked for clarification on transferring ownership to the new entity and City Attorney Walsh said staff will determine how to handle the transferring of the property.

Motion by Council Member Fridae, second by Council Member Cowan to approve Resolution 2014-31, accepting a Grant Deed for dedication of Right of Way and Public Utility Easement for the Hudson/Ogando Final Map #4684 and authorize the City Clerk to record the Grant Deed with the Yolo County Recorder, and approve Resolution 2014-27, authorizing the Mayor to execute the Public Improvement and Maintenance Agreement with Turning Point Acquisitions V, LLC, approve the Final Map #4684 for Hudson Ogando Subdivision, and authorize the City Clerk to record the Public Improvement Agreement and Final Map with the Yolo County Recorder. Motion carried with the following vote:

AYES: Council Member Anderson, Cowan, Fridae, Neu, Mayor Aguiar-Curry
NOES: None

ABSENT: None
ABSTAIN: None

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

1. None

CITY MANAGER REPORT: City Manager Donlevy and Housing Programs Manager Dan Maguire met with folks today regarding the downtown hotel project and will be bringing something to Council at the October 21st meeting. The Sacramento Business Journal called today and said this project would fill a need for businesses located West of I-505 and would help local businesses prosper, ie: Park Winters, Taber Ranch, Cache Creek Casino.

Staff has received a planning application for the Domas project on Baker Street to be known as Blue Mountain Terrace, a downtown hotel may be under construction by spring, and staff anticipates that Mike Ali and his associates will be bringing in a proposal for a freeway hotel. These events, along with the groundbreaking on the Senior Apartments, the opening of Dollar General, the anticipated receipt of an application by Yolo Federal Credit Union, and the continued work Winters Healthcare and Winters Highlands all indicate that 2015 is going to be a good year. 2016 will see all of these things come to fruition.

Mayor Aguiar-Curry said the Solano County Board of Supervisors will be planning a ribbon-cutting ceremony for the new bridge in January.

Council Member Anderson said the City of Woodland has amended their smoking ordinance to address e-cigarettes and tobacco sales to minors. City Manager Donlevy said this is regulated by the Yolo County Health Department.

Mayor Aguiar-Curry said the Yolo County Social Services Grand Opening will be held on November 13.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:00 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: October 21, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Purchase of Jetter for Wastewater Department

RECOMMENDATION: Council approval for the purchase of a new jetter for the Public Works Wastewater Department.

BACKGROUND: On December 1, 2014, the Public Works Department will be taking over the daily operations and maintenance of the wastewater treatment facilities. As discussed in the negotiations of the take over and budgeted for in the 2014-16 fiscal budget, the Public Works staff will be purchasing new equipment to effectively run the day to day operations of the wastewater department. Since this piece of equipment will cost approximately \$30,000 staff wanted to reverify council's approval of this purchase. Staff has compared several different units to find what best fits our needs. The price ranged from \$53,000 to \$20,000 depending on the company and the specifications of the unit. When considered the PSI, the GPM, the quality of the dual axle trailer, the horizontal boiler, the wash down sprayer and the swivel hose reel we found the Hot Jet USA Jetter is the best fit for our facility.

FISCAL IMPACT: Total amount not to exceed the 2014-16 fiscal budget of \$35,000 for this equipment which has already been budgeted and approved by Council.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE : October 21, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*
SUBJECT: Street Closure – Winters High School Homecoming Rally–October 24, 2014

RECOMMENDATION:

Approve street closure to allow for the Winters High School Homecoming Rally.

BACKGROUND:

The Winters High School will be holding its Annual Homecoming Rally and Float Parade on Friday, October 24, 2014 at the corner of Main and First Street. Organizers are requesting the closure of Main Street between First and Second Streets from 10:00 a.m. and 1:00 p.m.

Per the City's Street Closure Ordinance, it requires Council approval on identified streets on the attached form.

FISCAL IMPACT:

None by this action.



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>Raena Lavelle</u>	Organization: <u>Winters High School</u>
Address: <u>101 West Grant Ave.</u>	Mailing Address: _____
Telephone: <u>(530) 795-6140</u>	Today's Date: <u>10/2/14</u>
Streets Requested: <u>Main Street between First and Second St.</u>	
Date of Street Closure: <u>10/24/14</u>	Time of Street Closure: <u>10am - 1pm</u>
Description of Activity: <u>Homecoming downtown rally and float parade</u>	
Services Requested of City: <u>street barricades (usually they are left next to First Northern)</u>	
APPROVED: _____ Police Department <input checked="" type="checkbox"/> Public Works Department	



**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: October 21, 2014
FROM: John W. Donlevy, Jr., City Manager *JD*
SUBJECT: Hudson/Ogando- Third Amendment to Development Agreement

RECOMMENDATION:

That the Planning Commission:

1. Receive a Staff Report on a proposed Third Amendment to the Hudson/Ogando Subdivision;
2. Conduct a Public Hearing;
3. Re-Affirm the previously certified and approved CEQA clearance for the Hudson Ogando Development Agreement in the form of a Mitigated Negative Declaration and Mitigation Monitoring Program (Resolution No. 2005-56) adopted on November 15, 2005. Per Section 15060c2 of the CEQA Guidelines, the proposed DA Amendment is not subject to CEQA due to the lack of direct or reasonably foreseeable indirect physical change to the environment which would result from the adoption of the proposed Amendment to that Development Agreement; and
4. Introduce ORDINANCE NO. 2014-05, AN ORDINANCE OF THE CITY OF WINTERS APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V LLC FOR THE HUDSON OGANDO SUBDIVISION

BACKGROUND:

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

In February 2009, the City approved a First Amendment to the Hudson/Ogando Subdivision Development Agreement. This Amendment was the first revision in an attempt to restore the economic viability of the project to provide new housing in the area.

In August 2013, the City Council approved a Second Amendment to the Hudson/Ogando Subdivision Development Agreement. This Amendment was a comprehensive revision to essentially “modernize” the agreement to recognize capital improvements made during the interim, needs of the City and the developer, and also to acknowledge the new fiscal realities of residential development.

Subsequent to this action, Staff has been working with the Developer on additional modifications to bring them current and to create a balance between a project which will bring a quality project to the City and one which is financially viable to build for the developer.

These modifications are discussed below.

DISCUSSION:

The proposed amendment would defer the requirement for a Joint Cooperative Development and Reimbursement Agreement with adjacent development projects; change the requirement for payment to cover the cost of the Urban Water Management Plan; and delete the requirement for improvements at Grant Ave. and Morgan St. The modifications are included in the (attached) recommended Third Amendment, but generally include the following:

Cooperative and Reimbursement Agreement: Revise to require the Agreement be prepared and executed among the Owners prior to the City’s approval of the first final map associated with Callahan Estates or Winters Highlands.

Annuity: Revise the Agreement to delete Section 4.5 of the development agreement for the provision of a fiscal neutrality annuity payment of \$2,402 per unit. This is being deleted in anticipation of a similar deletion to the same requirement for the Winters Highlands Subdivision based on a revised fiscal analysis for the project. The removal takes \$168,140 from the fiscal benefit portion of the project, but the City has negotiated with the developer for the inclusion of broadband network infrastructure into the project.

Broadband Infrastructure: Revise to require the Agreement to include the installation of and dedication to the City of broadband conduit infrastructure for all units within the subdivision.

Urban Water Management Plan: Revise language to allow pro-rata share of cost, sharing with Callahan, Highlands, and Creekside.

Pedestrian Circulation and Safety Improvements: Delete this DA Item, as any improvements would be throw-away due to future intersection improvements (signal or roundabout).

ATTACHMENTS:

1. Project Map
2. Third Amendment to Development Agreement
3. Ordinance – Third Amendment to Development Agreement

ORDINANCE NO. 2014-05

AN ORDINANCE OF THE CITY OF WINTERS APPROVING A THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF WINTERS AND TURNING POINT ACQUISITIONS V LLC FOR THE HUDSON OGANDO SUBDIVISION

WHEREAS, the City of Winters (“City”) and the predecessor in interest to Turning Point Acquisitions V LLC (“Developer”) entered into that certain Development Agreement executed as of June 3, 2005 (“Development Agreement”); and

WHEREAS, the Development Agreement provides for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Avenue and commonly known as the Hudson Ogando Property (the “Project”); and

WHEREAS, the severe and adverse change in economic conditions that occurred subsequent to the execution of the Development Agreement by the City and Developer’s predecessor in interest resulted in a First Amendment to the Development Agreement; and

WHEREAS, in August 2013, the City Council approved a Second Amendment of the Development Agreement to update the terms of the Development Agreement, to recognize capital improvements made prior to the adoption of the Second Amendment, and to extend the life of the Development Agreement; and

WHEREAS, Developer and City desire to make certain clarifications and modifications to the obligations of Developer in connection with the Project, which clarifications and modifications are incorporated into a Third Amendment to the Development Agreement (the “Third Amendment”); and

WHEREAS, on October 13, 2014, the Winters Planning Commission conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Third Amendment to the Development Agreement were heard and at which the Third Amendment to the Development Agreement was comprehensively reviewed; and

WHEREAS, on October 21, 2014, the Winters City Council conducted a public hearing pursuant to Government Code section 65867, notice of which was provided in accordance with Government Code section 65090 and 65091, at which hearing all persons wishing to testify in connection with the proposed Third Amendment to the Development Agreement were heard and at which the Third Amendment to the Development Agreement was comprehensively reviewed; and

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

NOW THEREFORE BE IT RESOLVED:

SECTION 1. ADOPTION OF AMENDMENT. Pursuant to California Government section 65868, the City Council hereby approves the Third Amendment to the Development Agreement, in the form attached hereto as **Exhibit A**.

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

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

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

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

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

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

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

The foregoing ordinance was introduced on _____, 2014, and passed and adopted during a regular meeting of the City Council of the City of Winters on _____, 2014, by the following vote to wit:

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

Cecilia Aguilar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK

EXHIBIT "A"

THIRD AMENDMENT TO THE DEVELOPMENT AGREEMENT

RECORDED AT REQUEST OF AND
WHEN RECORDED MAIL TO:

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

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

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

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

Recitals

A. The City and the Developer's predecessor in interest have heretofore entered into a Development Agreement, executed as of June 3, 2005 (the "**Development Agreement**"), providing for the residential development of certain real property, Yolo County APN 030-430-33, located at the northwest side of Main Street and Grant Ave. and commonly known as the Hudson Ogando Property (the "**Project**"), located within the boundaries of the City of Winters. Capitalized terms used but not defined in this Third Amendment shall have the meanings given in the Development Agreement.

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

C. In August 2013, the City Council approved a Second Amendment to the Development Agreement ("**Second Amendment**") to update the terms of the agreement, to

recognize capital improvements made prior to the adoption of the Second Amendment, and to extend the life of the Development Agreement.

D. Subsequent to this action, Staff has been working with the developer on additional modifications to the Development Agreement to make certain clarifications and modifications to the obligations of the Developer (“Third Amendment”).

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

E. On _____, the City of Winters City Council adopted Ordinance No. 2014-_____ approving this Third Amendment and authorizing its execution.

Agreement

Section 1. Termination of Annuity Requirement; Installation of Conduit. Section 4.5 of the Development Agreement is hereby deleted in its entirety; and shall be amended to read as follows:

Developer shall provide design and construction for conduit and boxes suitable for broadband internet service to each residential unit, within the joint trench for the Hudson-Ogando Subdivision. The conduit shall be coordinated with all other utilities and shown on the joint trench composite plans. The conduit and boxes and to be constructed with the joint trench and completed before certificate of occupancy is issued.

Section 2. Cooperative and Reimbursement Agreement. Section 4.6 of the Development Agreement is amended in its entirety to read as follows:

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

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

For the purpose of constructing the “Joint Improvements” as may be necessary and

appropriate to serve the Owners and as may be required by Development Conditions affecting each Owner's Property, the Owners shall make reasonable efforts to enter into a "Joint Cooperative Development and Reimbursement Agreement". The "Joint Cooperative Development and Reimbursement Agreement" shall be prepared and executed among the Owners prior to the City's approval of the first final map associated with ~~any of the Owner's~~ the Callahan Estates or Winters Highlands properties. The City shall not approve a final map for any of Owner's respective projects (as described above) until the Developer either (a) submits to City the Joint Cooperative Development and Reimbursement Agreement executed by all Owners or (b) provides evidence to the satisfaction of the City Manager that the Developer used reasonable good faith efforts to obtain a Joint Cooperative Development and Reimbursement Agreement. In the event that the Developer is unable to obtain such an Agreement, the City shall, at the request and the sole expense of the Developer, exercise reasonable efforts as authorized by law to obtain necessary right of way and easements as reasonably necessary to install public improvements.

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

Revised Section 4.6 of the Development Agreement shall be revised to require the "Joint Cooperative Development and Reimbursement Agreement" be prepared and executed among the Owners prior to the City's approval of the first final map associated with Callahan Estates or Winters Highlands.

Section 2. Urban Water Management Plan.

Section 4.9, paragraph a., of the Development Agreement is hereby amended to read as follows:

a. The Developer shall pay their pro-rata share, based on number of units in relation to Callahan, Winters Highlands, and Creekside, of the cost for preparation of a City Urban Water Management Plan. Payment shall be due and payable no later than the issuance of the 50th market-rate building permit.

Section 3. Pedestrian Circulation and Safety Improvements.

Section 4.11 (relating to Grant and Morgan Intersection) shall be deleted in its entirety.

Section 4. Modifications to Conditions of Approval.

Exhibit A-1 of this Amendment includes amendments to certain Conditions of Approval for the Project to clarify the manner in which Developer is being required to comply with such Conditions of Approval. Except as modified in Exhibit A-1, all Conditions of Approvals as previously approved in the Development Agreement, as amended, shall remain in full force and effect.

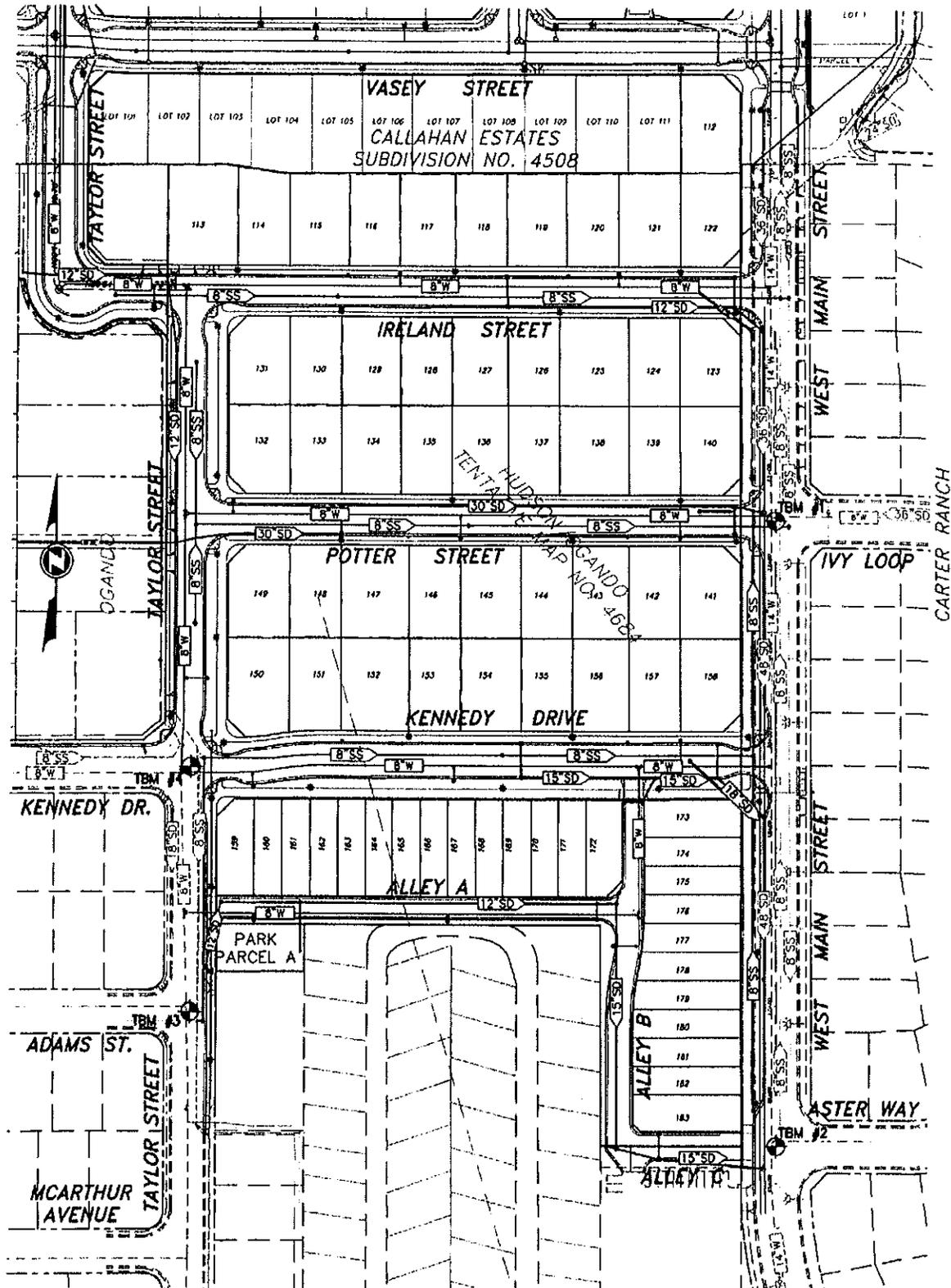
Section 5. The effective date of this Third Amendment shall be the date as written above in the introductory paragraph. Except as modified and amended by this Third Amendment, all other provisions of the Development Agreement, as Amended, shall remain unchanged and remain in full force and effect.

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

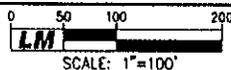
CITY:	DEVELOPER:
CITY OF WINTERS _____ Mayor	TURNING POINT ACQUISITIONS V LLC, A CALIFORNIA LIMITED LIABILITY COMPANY By: _____ Its: _____
ATTEST: _____ City Clerk	ATTEST: By _____

HUDSON-OGANDO SUBDIVISION NO. 4684

CITY OF WINTERS, CALIFORNIA



OVERALL SITE PLAN





**CITY COUNCIL
STAFF REPORT**

TO: Mayor and City Council
DATE: October 21, 2014
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Hudson Ogando Development Agreement- Assignment and Assumption Agreement

RECOMMENDATION:

That the City Council approve an **ASSIGNMENT AND ASSUMPTION AGREEMENT** by and between the TURNING POINT ACQUISITION, LLC, a California limited liability company and ASHDON DEVELOPMENT, LLC, a California limited liability company.

BACKGROUND:

The Hudson Ogando Project is a 70 unit subdivision located on Main Street just north of Grant Ave. Originally processed by Winters Investors, LLC in 2004 and subsequently assigned in 2013 to Turning Point Acquisition, LLC.

DISCUSSION:

The project has been fully processed by the City's Planning and Engineering Departments and it is staged for the actual construction and Sale of homes. Turning Point Acquisition LLC is now positioned to sell both the property and the development rights to Ashdon Development LLC who will be the actual builder of the project.

The agreement is in a standard form as prepared by the City Attorney.

Staff is recommending the assignment of the project.

FISCAL IMPACT: None by this action

**RECORDING REQUESTED BY
AND WHEN RECORDED, MAIL TO**

**Nanci Mills, City Clerk
City of Winters
318 First Street
Winters, CA 95694**

No Recording Fee

**ASSIGNMENT AND ASSUMPTION AGREEMENT
[HUDSON-OGANDO PROPERTY]**

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter "this Agreement") is entered into this _____ day of _____, 2014, by and between the TURNING POINT ACQUISITION, LLC, a California limited liability company (hereinafter "Owner"), and ASHDON DEVELOPMENT, LLC, a California limited liability company (hereinafter "Assignee").

RECITALS

- A) In a document entitled Development Agreement recorded July 14, 2006 as document number 2006-0027316-00, Winters Investors, LLC. entered into that certain agreement entitled "Development of the Property," approved by Ordinance 2005-09 (hereinafter referred to as the "Agreement"), relative to the development of certain real property referred to as the Hudson-Ogando Property (hereinafter "Subject Property") located within the boundaries of the City of Winters.
- B) In a document entitled First Amendment to Development Agreement recorded March 16, 2009 as document number 2009-0007221-00, Winters Investors, LLC. executed an amendment to that certain agreement approved by Ordinance No. 2008-14 (hereinafter referred to as the "First Amendment"), relative to the development of certain real property referred to as the Hudson-Ogando Property (hereinafter "Subject Property") located within the boundaries of the City of Winters.
- C) In a document entitled Assignment and Assumption Agreement recorded on August 12, 2013, Winters Investors, LLC sold to Owner the Subject Property as identified and described in Exhibit "A" attached hereto and incorporated herein by this reference (hereinafter the "Assigned Parcel(s)")
- D) In a document entitled Second Amendment to Development Agreement recorded _____, 2013 as document number 2013-_____-00, Owner executed a second amendment

to that certain agreement approved by Ordinance No. 2013-__ (hereinafter referred to as the "Second Amendment"), relative to the development of the Assigned Parcels.

- E) Owner entered into a purchase and sale agreement whereby the Assigned Parcels will or have been sold to Assignee.
- F) Owner desires to assign all of its interests, rights and obligations under the Agreement with respect to the Assigned Parcels.
- G) Assignee desires to assume all Owner's rights and obligations under the Agreement with respect to the Assigned Parcels.

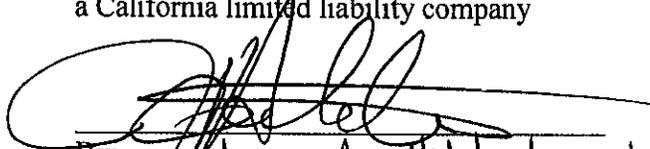
NOW, THEREFORE, Owner and Assignee hereby agree as follows:

1. Owner hereby assigns, effective as of Owner's conveyance of the Assigned Parcels to Assignee, all of the rights, interest, burdens and obligations of Owner under the Agreement with respect to the Assigned Parcels.
2. Assignee hereby assumes all of the burdens and obligations of Owner under the Agreement, and agrees to observe and fully perform all of the duties and obligations of Owner under the Agreement, and to be subject to all the terms and conditions thereof, with respect to the Assigned Parcels, it being the express intention of both Owner and Assignee that, upon the execution of this Agreement and conveyance of the Assigned Parcel(s) to Assignee, Assignee shall be come substituted for Owner as the "Developer" under the Agreement with respect to the Assigned Parcel(s).
3. All of the covenants, terms, and conditions set forth herein shall run with the land and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.
4. This Agreement may be executed in separate counterpart.

IN WITNESS HEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

ASSIGNOR / OWNER:

TURNING POINT ACQUISITION, LLC,
a California limited liability company


By: **JAMES A. HILDESBRAND**
Its: **CO-MANAGER**

ASSIGNEE

ASHDON DEVELOPMENT, LLC,
a California limited liability company


By: **CLAYTON MILLER**
Its: **PARTICIPANT / MANAGING MEMBER**

**THE CITY OF WINTERS HEREBY ACKNOWLEDGES AND CONSENTS TO THE ABOVE
ASSIGNMENT AND ASSUMPTION AGREEMENT.**

By: _____
Its: _____
Date: _____

Attachments: Exhibit "A" Legal Description

EXHIBIT A-1

LEGAL DESCRIPTION
for
WINTERS INVESTORS, LLC

That real property situate in the City of Winters, County of Yolo, State of California, being a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Meridian, and being a portion of Lot 3, Bank of Yolo Subdivision, Book 3, Maps and Surveys, Page 23, as said Lot is described in Document Number 2004-0007937-00, and Lot B, as said Lot is described in that certain Certificate of Compliance for Lot Line Adjustment, Document Number 2004-0005956-00, Yolo County Records, and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot B; thence, from said POINT OF BEGINNING, South 00°04'55" East 80.56 feet to the Southeast corner of said Lot B, said point also being the Northeast corner of that Parcel described in Document Number 2004-0007937-00; thence, continuing along the exterior boundary of said Parcel, South 00°00'23" West 1595.59 feet to a point on the Northerly right-of-way of State Highway 128; thence, along said right-of-way, South 65°17'42" West 109.53 feet; thence, leaving said right-of-way, North 24°42'18" West 115.98 feet; thence South 65°17'42" West 15.00 feet; thence North 00°03'41" 764.98 feet; thence South 89°56'19" 343.77 feet; thence South 00°03'41" East 53.00 feet; thence South 89°56'19" West 99.99 feet to a point on the Easterly right-of-way of Taylor Street; thence, along said right-of-way, North 00°03'41" East 307.64 feet; thence, leaving said right-of-way, North 90°00'00" West 28.00 feet to a point on the Southeasterly line of said Lot B; said point also being the Northwesterly corner of said Parcel described in Document Number 2004-0007937-00; thence, along said line, South 50°30'05" 42.38 feet to the Southwest corner of said Lot B; thence, along the Westerly line of said Lot B, North 00°04'55" West 626.53 feet to the Northwestern corner of said Lot B; thence, along Northerly line of said Lot B, North 89°38'50" 668.13 feet to the POINT OF BEGINNING.

Containing 15.97 acres, more or less.

End of description.





CITY COUNCIL STAFF REPORT

TO: Honorable Mayor and Councilmembers, Successor Agency Chairperson and Board Members

DATE: October 21, 2014

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

FROM: Dan Maguire, Economic Development and Housing Manager

SUBJECT: Disposition and Development Agreement between the City and Royal Guest LLC for the development of a Downtown Hotel

RECOMMENDATION:

It is recommended that the City Council: 1) receive the staff report; and 2) authorize the terms for the development of a Disposition and Development Agreement (DDA) for the sale and development of a downtown hotel on City owned property.

It is recommended the Successor Agency approve the Purchase and Sale agreements.

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. This property has long been programmed for a downtown hotel site and is appropriately zoned D-A.

At the May 6, 2014 City Council meeting, Council received the staff report on the proposals and unanimously approved staff recommendation to authorize the City to enter into an Exclusive Negotiation Agreement ("ENA") with Royal Guest for the development of a downtown hotel.

At the May 13 City Council and Planning Commission Workshop, the workshop focused on assisting the developer and staff in the refinement of the proposal. City Council and

Planning Commission received the developer's preliminary site plan and renderings and provided input.

Staff and Royal Guest' discussions during the ENA period resulted in a Letter of Intent ("LOI") from Royal Guest proposing the purchase of the City owned properties at fair market value, including those currently owned by the Successor Agency for the development of a 51 room downtown hotel. The project would also include meeting space and ground floor commercial space. The LOI provided the framework for the terms of the Disposition and Development Agreement (DDA). The Letter of Intent is included with this report.

Concurrent with staff's discussions with Royal Guest, Royal Guest has been in discussions with Charley Wallace for the purchase of the property owned by Charley Wallace (APN# 003 204 007). Royal Guest and Charley Wallace have reached an agreement in principal and are executing a LOI for the purchase of that property. Given the displacement of the Winters Express and other Wallace building tenants that will result from that sale and the hotel project build-out, the City is in discussions to rent the unoccupied portion of the City-owned property at 201 First Street (aka the Rodgers building/ Old Library).

Under the terms of the DDA the City will sell Royal Guest a clear site. As a result, the City will demolish the existing buildings on the City-owned properties prior to sale. Staff does have a cost estimate for that work prepared by VacaValley Excavating, which came in at just under \$100,000. It should be noted this is just an estimate for budgeting purposes, with that actual costs not known until the bid process is completed

In order to complete the terms of the DDA, the City will need to purchase the properties currently owned by the Successor Agency, complete the demolition, and in turn sell those properties (as well as the City owned property – the old Fire Station) to Royal Guest. Royal Guest would be responsible for demolition of the Wallace properties.

As outlined in the Successor Agency Long Range Property Management Plan, approved by the Department of Finance on December 20, 2013, those Successor Agency properties are to be transferred (sold) to the City "for future development in accordance with the redevelopment plan". The Purchase and Sale agreement between the Successor Agency and the City is based on fair market value, as established in appraisals that were done in December of 2013. The City in turn will sell the subject properties to Royal Guest at those same appraised values.

Deal Terms for DDA:

The commitments from both parties in the DDA will be as follows:

Royal Guest:

- Purchase of certain City properties at fair market value of \$790,000
- Construction of 51 unit “boutique” hotel with conference/meeting space
- Brand will be Ascend Collection or Choice Hotel or better.
- Project Application to be submitted- December, 2014
- Architecture/Design/Site Plan to Planning Commission- December, 2014
- Construction Drawings/Submittals- February/March, 2015
- Property Purchase- March, 2015
- Construction Permit- March, 2015

City of Winters:

- Demolition of City owned properties and site preparation prior to sale- February, 2015 (\$125,000)
- Construction of City/public use parking lot. (\$200,000)
- Construction of City Alley/Paseo Improvements (\$60,000)
- Utility repair and improvements (water/sewer) (\$100,000)
- Abbey Street Improvements to allow diagonal parking (if needed) (\$100,000)

Total City property transfer costs, and offsite improvements are estimated at \$585,000.

Source of City contributions will come proceeds from the sale of the properties and maintenance/capital funds.

FISCAL IMPACT: \$490,000 for purchase of Successor Agency properties, with City receiving a share of proceeds from that sale as one of taxing agencies; \$300,000 in proceeds to the City from the sale of City owned property (old fire station); and approximately \$125,000 in cost to City for demolition of buildings on all properties sold by the City.

Estimated revenue from the project is approximately \$200,000 annually.

ATTACHMENTS:

Successor Agency Purchase and Sale Agreements

**PURCHASE AND SALE AGREEMENT
(314 and 318 Railroad Avenue, Winters, CA)**

This PURCHASE AND SALE AGREEMENT (311 First Street, Winters, CA) (“**Agreement**”) is dated as of October ___, 2014, for reference purposes only, and is entered into by and between the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a California municipal corporation (“**Successor Agency**”), and the CITY OF WINTERS, a municipal corporation (“**City**”). The Successor Agency and the City are collectively referred to herein as the “**Parties**” and individually as a “**Party**.” Successor Agency and the Taxing Entities enter into this Agreement with reference to the following recitals of fact (each, a “**Recital**”):

RECITALS

A. The Community Development Agency of the City of Winters (“Community Development Agency”) previously existed and operated as a redevelopment agency operating within the corporate boundaries of the City pursuant to the provisions of the California Community Redevelopment Law (Health & Safety Code §33000 *et seq.*).

B. The Community Development Agency owned those certain two parcels of real property constituting approximately 3,920 square feet of real property located at 314 Railroad Avenue, and approximately 2,614 square feet of real property located at 318 Railroad Avenue, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Property**”).

C. The Community Development Agency was dissolved by operation of law on February 1, 2012, and all Community Development Agency assets, including the Property, were transferred to the Successor Agency, and the Successor Agency became responsible for disposing of the Agency’s real property assets. In connection with this responsibility, the Successor Agency prepared a Long Range Property Management Plan (“**LRPMP**”), which was approved by the Oversight Board of the Successor Agency and submitted to the State of California Department of Finance (“**DOF**”) on July 12, 2013. DOF approved the LRPMP on December 20, 2013.

D. In the LRPMP, the Successor Agency declared that it would convey the Property to the City for future development in accordance with the Redevelopment Plan. Health & Safety Code section 34180(f)(1) requires that in the event the City wishes to retain a property for future redevelopment activities, it must reach a compensation agreement with the other taxing entities to provide payments to them in proportion to their shares of the base property tax, as determined pursuant to Section 34188, for the value of the property retained.

E. The City desires enter into this Agreement to acquire the Property from the Successor Agency pursuant to the LRPMP, and to compensate the Taxing Entities for such acquisition of the Property in accordance with Section 34180(f)(1). In order to determine the appropriate compensation for the Property, the City retained Lee Bartholomew of Bartholomew Associates, Inc., a California Certified General Real Estate Appraiser, to conduct an appraisal of the Property (the “**Appraisal**”). The Appraisal finds that the fair market value of the two

properties that collectively constitute the Property is Four Hundred Ninety Thousand Dollars (\$490,000.00).

F. The purpose of this Agreement is to provide for the purchase and sale of the Property from Successor Agency to City, and to compensate the Taxing Entities for such acquisition in accordance with Section 34180(f)(1).

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES AND COVENANTS OF SUCCESSOR AGENCY AND THE TAXING ENTITIES SET FORTH IN THIS AGREEMENT AND OTHER GOOD AND VALUABLE CONSIDERATION, SUCCESSOR AGENCY AND THE TAXING ENTITIES AGREE, AS FOLLOWS:

TERMS AND CONDITIONS

1. **EFFECTIVE DATE.** This Agreement shall become effective on the first date on which all of the following have occurred: (“**Effective Date**”): (a) this Agreement has been approved by the Oversight Board and executed by the Executive Director of the Successor Agency; and (b) the Agreement and the Oversight Board Resolution approving this Agreement has been submitted to DOF for review and approval and DOF has either granted such approval or DOF does not object to this Agreement within the review period provided, and the Oversight Board’s action is deemed final and conclusive under Health & Safety Code §34181(f).

2. **PURCHASE AND SALE OF PROPERTY**

2.1 Purchase of Property. Following the Effective Date, the Successor Agency shall sell and convey the Property to City, and City shall purchase and acquire the Property from Successor Agency pursuant to the terms and subject to the conditions set forth in this Agreement.

2.2 Purchase Price. The total purchase price for the Property shall be Four Hundred Ninety Thousand Dollars (\$490,000.00), which is equal to the current fair market value of the Property as determined by an appraisal for the portion of the Property located at 314 Railroad Ave. dated as of November 25, 2013, and a separate appraisal for the portion of the Property located at 318 Railroad Ave. dated as of November 15, 2013, both of which were conducted by Bartholomew Associates, Inc.

2.3 Payment of Purchase Price. The Purchase Price shall be paid in cash by the City to the Successor Agency in accordance with the requirements of this Agreement upon execution and delivery of a grant deed conveying the Property from the Successor Agency to the City in substantially the form set forth as **Exhibit B**, attached hereto and incorporated by reference herein (the “**Grant Deed**”). The Purchase Price shall be immediately transferred in its entirety to the County Auditor-Controller’s office, which will divide the Purchase Price amongst the Taxing Entities on a proportionate basis based on their respective shares of the base property tax as determined pursuant to Section 34188.

3. CONVEYANCE OF PROPERTY

3.1 Time of Conveyance. Subject to the terms and conditions of this Agreement, the Successor Agency's delivery of the Grant Deed to the City shall occur no later than thirty (30) calendar days following the Effective Date.

3.2 "AS-IS" Acquisition. The Property is sold to City in the Property's AS IS, WHERE IS, SUBJECT TO ALL FAULTS CONDITION, WITHOUT WARRANTY as to character, quality, performance, condition, title, physical condition, soil conditions, the presence or absence of fill, shoring or bluff stability or support, subsurface or lateral support, zoning, land use restrictions, the availability or location of utilities or services, the location of any public infrastructure on or off of the Property (active, inactive or abandoned), and with full knowledge of the physical condition of the Property, the nature of Seller's interest in and use of the Property, all laws applicable to the Property and any and all conditions, covenants, restrictions, encumbrances and all matters of record relating to the Property.

3.3 Possession; Maintenance. The City shall be entitled to sole possession of the Property immediately upon recordation of the Grant Deed. Prior to the recordation of the Grant Deed, the Successor Agency shall continue to maintain the Property to current maintenance standards.

3.4 Risk of Loss. The Successor Agency shall bear the risk of any loss to the Property which occurs prior to the recordation of the Grant Deed and the City shall be responsible for any such loss occurring following the recordation of the Grant Deed.

4. GENERAL PROVISIONS

4.1 Notices, Demands and Communications Between the Parties.

4.1.1 **Delivery.** Any and all Notices submitted by any Party to another Party pursuant to or as required by this Agreement shall be proper, if in writing and sent for immediate personal delivery to the address of the recipient Party, as designated in Section 4.1.2. Notices may be sent in the same manner to such other addresses as either Party may from time to time designate by Notice in accordance with this Section 4.1. Notice shall be deemed received by the addressee, on the day that the Notice is delivered to a Party in accordance with this Section 4.1. Any attorney representing a Party may give any Notice on behalf of such Party.

4.1.2 **Addresses.** The Notice addresses for the Parties, as of the Effective Date, are as follows:

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

To Successor Agency: Successor Agency of the Community
Development Agency of the City of
Winters
318 First Street
Winters, CA 95694
Attn: Executive Director

4.2 Risk of Loss. The Successor Agency shall bear the risk of any loss to the Property which occurs prior to the recordation of the Grant Deed and the City shall be responsible for any such loss occurring following the recordation of the Grant Deed.

4.3 Calculation of Time Periods. Unless otherwise specified, all references to time periods in this Agreement measured in days shall be to consecutive calendar days, all references to time periods in this Agreement measured in months shall be to consecutive calendar months and all references to time periods in this Agreement measured in years shall be to consecutive calendar years.

4.4 Principles of Interpretation. No inference in favor of or against any Party shall be drawn from the fact that such Party has drafted any part of this Agreement. The Parties have both participated substantially in the negotiation, drafting and revision of this Agreement, with advice from legal and other counsel and advisers of their own selection. A word, term or phrase defined in the singular in this Agreement may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which shall govern all language in this Agreement. The words "include" and "including" in this Agreement shall be construed to be followed by the words: "without limitation." Each collective noun in this Agreement shall be interpreted as if followed by the words "(or any part of it)," except where the context clearly requires otherwise. Every reference to any document, including this Agreement, refers to such document, as modified from time to time (excepting any modification that violates this Agreement), and includes all exhibits, schedules, addenda and riders to such document. The word "or" in this Agreement includes the word "and." Every reference to a law, statute, regulation, order, form or similar governmental requirement refers to each such requirement as amended, modified, renumbered, superseded or succeeded, from time to time.

4.5 Governing Law. The procedural and substantive laws of the State of California shall govern the interpretation and enforcement of this Agreement, without application of conflicts or choice of laws principles or statutes. The Parties acknowledge and agree that this Agreement is entered into, is to be fully performed in and relates to real property located in the County of Yolo, State of California. All legal actions arising from this Agreement shall be filed in the Superior Court of the State in and for the County or in the United States District Court with jurisdiction in the County.

4.6 No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any Person other than the Parties and their respective permitted successors and assigns, nor is anything in

this Agreement intended to relieve or discharge any obligation of any third person to any Party or give any third person any right of subrogation or action over or against any Party.

4.7 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, legal representatives, successors and assigns.

4.8 Time Declared to be of the Essence. As to the performance of any obligation under this Agreement of which time is a component, the performance of such obligation within the time specified is of the essence.

4.9 Entire Agreement. This Agreement integrates all of the terms and conditions mentioned in this Agreement or incidental to this Agreement, and supersedes all prior or contemporaneous negotiations or previous agreements between the Parties, whether written or oral, with respect to all or any portion of the Site.

4.10 Waivers and Amendments. All waivers of the provisions of this Agreement must be in writing and signed by the authorized representative(s) of the Party making the waiver. All amendments to this Agreement must be in writing and signed by the authorized representative(s) of both Successor Agency and City.

4.11 No Implied Waiver. Failure to insist on any one occasion upon strict compliance with any term, covenant, condition, restriction or agreement contained in this Agreement shall not be deemed a waiver of such term, covenant, condition, restriction or agreement, nor shall any waiver or relinquishment of any rights or powers under this Agreement, at any one time or more times, be deemed a waiver or relinquishment of such right or power at any other time or times.

[Signatures on following page]

**SIGNATURE PAGE
TO
PURCHASE AND SALE AGREEMENT
(314 and 318 Railroad Ave., Winters, CA)**

IN WITNESS WHEREOF, the Parties have signed and entered into this Agreement by and through the signatures of their respective authorized representative(s) as follow:

SUCCESSOR AGENCY:

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

CITY:

CITY OF WINTERS, a California municipal
corporation

By: _____
John W. Donlevy, Jr.
Executive Director

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

**EXHIBIT A
TO
PURCHASE AND SALE AGREEMENT
(314 and 318 Railroad Ave., Winters, CA)**

Legal Description

[to be inserted]

**EXHIBIT "A"
LEGAL DESCRIPTION**

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

PARCEL ONE:

THE NORTHERLY 24 FEET OF LOT 32 AND THE EASTERLY 3 FEET OF THE NORTHERLY 24 FEET OF LOT 28, BLOCK 10, WINTERS, AS SHOWN ON THE MAP FILED FOR RECORD ON MAY 22, 1875, IN BOOK S OF DEEDS PAGE 154, YOLO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY INTERSECTION OF RAILROAD STREET AND ABBEY STREET, IN THE CITY OF WINTERS AND RUNNING THENCE SOUTH 65 DEGREES WEST ALONG THE SOUTHERLY LINE OF ABBEY STREET A DISTANCE OF 100 FEET MORE OR LESS, TO A POINT DISTANCE THEREON 3 FEET SOUTHWESTERLY FROM THE SOUTHWESTERLY CORNER OF SAID LOT 32, BLOCK 10, THENCE SOUTH 25 DEGREES EAST PARALLEL WITH THE SOUTHWESTERLY CORNER OF SAID LINE OF SAID 32, A DISTANCE OF 24 FEET, THENCE NORTH 65 DEGREES EAST PARALLEL WITH THE SOUTHERLY LINE OF SAID ABBEY STREET A DISTANCE OF 103 FEET MORE OR LESS TO A POINT OF THE WESTERLY LINE OF SAID RAILROAD STREET 24 FEET TO THE POINT OF COMMENCEMENT.

ASSESSOR'S PARCEL NUMBER 003-204-005

PARCEL TWO:

THE EAST 6 FEET OF THE NORTH 60 FEET OF LOT 28 AND ALL OF LOTS 31 AND 32, BLOCK 10, TOWN (NOW CITY) OF WINTERS, SHOWN ON THE MAP THEREOF, FILED MAY 22, 1875 IN BOOK S OF DEEDS, PAGE 154, YOLO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST INTERSECTION OF RAILROAD STREET AND ABBEY STREET IN SAID CITY OF WINTERS, AND RUNNING THENCE SOUTHWESTERLY ALONG THE SOUTH LINE OF ABBEY STREET, A DISTANCE OF 106 FEET TO A POINT, DISTANT THEREON 6 FEET SOUTHWESTERLY FROM THE NORTHWEST CORNER OF LOT 32 IN SAID BLOCK 10; THENCE SOUTHEASTERLY PARALLEL WITH THE SOUTHWESTERLY LINES OF LOTS 31 AND 32 A DISTANCE OF 60 FEET TO A POINT; THENCE, NORTHEASTERLY ALONG A LINE PARALLEL WITH THE SOUTH LINE OF ABBEY STREET TO AND ALONG THE SOUTH LINE OF LOT 31 106 FEET TO THE WEST LINE OF RAILROAD STREET; THENCE NORTHWESTERLY ALONG THE WEST LINE OF RAILROAD STREET, 60 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE NORTHERLY 24 FEET OF LOT 32 AND THE EASTERLY 3 FEET OF THE NORTHERLY 24 FEET OF LOT 28, BLOCK 10, WINTERS, AS SHOWN ON THE MAP FILED MAY 22, 1875 IN BOOK S OF DEEDS, PAGE 154, AS DESCRIBED IN DEED RECORDED MAY 7, 1951 IN BOOK 343 OF OFFICIAL RECORDS, AT PAGE 407, YOLO COUNTY RECORDS.

ASSESSOR'S PARCEL NUMBER: 003-204-006

**EXHIBIT B
TO
PURCHASE AND SALE AGREEMENT
(311 First Street, Winters, CA)**

Grant Deed

[Attached behind this cover page]

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

APN: 003-204-002

SPACE ABOVE FOR RECORDER'S USE ONLY
EXEMPT FROM RECORDING FEES – GOVT. CODE § 27383

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

THE SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGREEMENT OF THE CITY OF WINTERS, a public body, corporate and politic (“**Transferor**”), does hereby grant to **CITY OF WINTERS**, a California municipal corporation (“**Transferee**”), all right, title and interest of Transferor in that certain real property in the City of Winters, County of Yolo, State of California, specifically described in Exhibit “1” attached to this Grant Deed (“**Property**”) and made a part of this Grant Deed by this reference.

Dated: _____

**SUCCESSOR AGENCY TO THE
COMMUNITY DEVELOPMENT AGENCY OF
THE CITY OF WINTERS**, a public body,
corporate and politic

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

**EXHIBIT "1"
TO
GRANT DEED**

Property Legal Description

That certain property situated in the City of Winters, County of Yolo, State of California described as follows:

CERTIFICATE OF ACCEPTANCE OF GRANT DEED

This is to certify that the interest in real property conveyed by the foregoing Grant Deed from the SUCCESSOR AGENCY TO THE COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body, corporate and politic, to CITY OF WINTERS, a California municipal corporation, is hereby accepted by the undersigned officer on behalf of Transferee, through his signature below, and Transferee consents to recordation thereof by its duly authorized officer.

CITY OF WINTERS, a California municipal corporation

By: _____

John W. Donlevy, Jr.
City Manager

STATE OF CALIFORNIA
COUNTY OF _____

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

STATE OF CALIFORNIA
COUNTY OF _____

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

I certify under penalty of perjury under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 21, 2014
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Fire Administrative Services Contract Extension

RECOMMENDATION:

Adopt a Resolution, authorizing the City Manager to execute the First Amendment to Agreement between the City of Dixon and the City of Winters for Fire Administrative Services.

BACKGROUND:

For the past three years, the City of Dixon Fire Department administrative staff has also served as the Winters Fire Department administrative staff through a contract agreement between the two Cities. The Dixon and Winters Fire Departments share a border on the Northeast side of the Fire District, and have enjoyed a long standing relationship of mutual cooperation and respect.

Over the past three years, Winters and Dixon have both benefitted from this shared services arrangement; Dixon received additional revenue during times of financial strain, both Cities benefitted from grant collaboration, numerous development opportunities including joint hiring and training of volunteer personnel, etc. Dixon provides Winters with access to the three Chief Officers of Dixon; providing them with the positions of Fire Chief, Operations and Training Division Chief and Fire Marshal / Support Services Division Chief, while Winters maintains its own line staff, fleet and

facilities.

The current Agreement expires on October 31, 2014. The City of Winters is pleased with the current level of service Dixon provides, and would like to extend the Agreement for three additional years, expiring on October 31, 2017.

Highlights of the Agreement with Dixon:

- Term of the agreement shall be 3 years, beginning November 1, 2014.
- The new annual cost of the agreement is \$110,000 annually.
- The agreement can be terminated without cause by either City with 90 days notice.
- Cost of services will be reviewed annually but will be limited to a 3% annual adjustment.
- Dixon will invoice Winters for services rendered biannually.
- Dixon's Fire Chief shall act as the Fire Chief of the Winters Fire Department with all powers and responsibilities entrusted to the Fire Chief by law.
- The Dixon Fire Chief may, in consultation with the Winters City Manager designate a qualified Fire Division Chief to serve as the Winters Fire Chief.
- Grievances, claims and causes of action relating to Winters Fire Department employees will be addressed and handled by the City of Winters.
- Liability and Workers Compensation has been addressed in the agreement for a fair and equitable distribution of liability.
- Personnel decisions of the Dixon Fire Chief may be appealed or reviewed by the Winters City Manager or designee.
- If disputes arise out of the agreement, the parties shall first meet and confer.

FISCAL IMPACT:

This contract for services has an annual expense of \$110,000. This is a \$20,000 annual increase from the previous agreement. The Agreement also provides for up to a 3% adjustment annually upon review.

ATTACHMENTS:

1. Resolution

RESOLUTION No. 2014-34

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE CITY MANAGER TO EXECUTE THE FIRST AMENDMENT
TO AGREEMENT BETWEEN THE CITY OF DIXON AND THE CITY OF WINTERS
FOR FIRE ADMINISTRATIVE SERVICES.**

WHEREAS, the City of Dixon ("Dixon") and the City of Winters ("Winters") propose to extend their current Agreement, under which Dixon agrees to provide fire administrative services to the residents of the City of Winters; and

WHEREAS, the Agreement proposes adequate levels of service for both entities for a period of three years; and

WHEREAS, the Agreement proposes to compensate Dixon in the amount of \$110,000 annually; and

WHEREAS, Council has reviewed and discussed the attached Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WINTERS AS FOLLOWS:

That the City Manager is hereby authorized to execute on behalf of the City of Winters that certain "First Amendment to Agreement between the City of Dixon and the City of Winters for Fire Administrative Services", a copy of which is attached hereto marked Exhibit "A."

PASSED AND ADOPTED THIS 21st DAY OF OCTOBER, 2014, BY THE FOLLOWING VOTE:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Nanci G. Mills, City Clerk

Cecilia Aguiar-Curry, Mayor

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE CITY OF DIXON AND THE
CITY OF WINTERS FOR FIRE ADMINISTRATIVE SERVICES**

This FIRST AMENDMENT TO AGREEMENT ("Amendment") is made and entered into, this ____ day of _____ 2014 ("Effective Date"), by and between the City of Dixon, a California municipal corporation ("Dixon") and the City of Winters, a California municipal corporation ("Winters") (each individually a "Party" or "Participating Agency" and collectively the "Parties" or "Participating Agencies"). There are no other parties to this Amendment.

RECITALS

A. The Participating Agencies are California municipal corporations organized and operating under the laws of the State of California; and

B. Both Participating Agencies have the authority to perform fire protection activities, emergency medical services, and other related activities for their respective agencies; and

C. On October 11, 2011 the Participating Agencies entered into the agreement, attached hereto as **Exhibit A**, for Dixon to provide management and administrative support to the Winters Fire Department ("Original Agreement"); and

D. The Original Agreement is scheduled to expire at 08:00 a.m., on November 1, 2014; and

E. Section 13 of the Original Agreement allows the Participating Agencies to amend the Original Agreement if the Participating Agencies mutually agree to the amendment in writing; and

F. The Participating Agencies both wish to extend the term of the Original Agreement, subject to the changes provided herein, so that Dixon will continue to provide fire services to the Winters Fire Department; and

G. The Participating Agencies agree that certain terms of the Original Agreement should be amended to better reflect their intent; and

H. Collectively, this Amendment and the Original Agreement comprise the "Agreement".

NOW, THEREFORE, in consideration of the mutual covenants entered into between the Participating Agencies, and in consideration of the benefits that accrue to each, it is agreed as follows.

FIRST AMENDMENT TO AGREEMENT

Section 1. Recitals. The Recitals above are true and correct and are hereby incorporated into and made a part of this Amendment. In the event of any inconsistency between the Recitals and the provisions of Sections 1 through 8 of this Amendment, the provisions of Section 1 through 8 shall prevail.

Section 2. Exhibits. The following exhibit is attached hereto and incorporated herein by this reference:

Exhibit A: Original Agreement

Section 3. Meaning of Defined Words. All terms set forth in this Amendment with an initial capitalized letter which are not otherwise defined herein shall have the meaning ascribed to them in the Original Agreement.

Section 4. Extension of Term. The term of the Agreement is extended by three (3) years.

Section 5. Amendments to Original Agreement Provisions. The Original Agreement is amended as follows:

- (a) Section 1, Scope of Services, of the Original Agreement shall be amended to add a subsection (c), which shall read: The Dixon Fire Chief, in consultation with the Winters City Manager, may designate a qualified fire division chief to serve as the Fire Chief for Winters.
- (b) Subsection (a) of Section 2, Compensation, of the Original Agreement shall be amended to read: Winters shall pay Dixon an annual fee of One Hundred Ten Thousand Dollars (\$110,000) for the provision of the Services, which shall be divided into two (2) payments. No other compensation for the Services will be required insofar as this Agreement may be amended pursuant to Section 13 of this Agreement.

- (c) Subsection (c) of Section 2, Compensation, of the Original Agreement shall be amended to read: Dixon shall submit bi-annual invoices, in the amount of Fifty-Five Thousand Dollars (\$55,000) each, on December 1st and June 1st of each calendar year that this Agreement remains in effect, to Winters pursuant to this Agreement. Full payment of the invoiced amount shall be made no later than thirty (30) days after Dixon provides Winters with an invoice.
- (d) Section 5, Term, of the Original Agreement shall be amended to read: The term of this Agreement shall expire on November 1, 2017 at 08:00 a.m., unless terminated earlier pursuant to this Section 5. This Agreement may be terminated without cause by either Party upon giving ninety (90) days written notice thereof. The effective date of said termination shall be set forth in the notice of termination provided, however, that if an effective date is not set forth in the notice of termination, then the effective date of the termination shall be ninety (90) days after the date of said notice.

Section 6. Original Agreement in Full Force. Except as specifically modified herein, the Original Agreement remains in full force and effect as written.

Section 7. Counterparts. This Amendment may be executed simultaneously and in several counterparts, each which shall be deemed an original, but which together shall constitute one and the same instrument.

Section 8. Authority. All Parties to this Amendment warrant and represent that they have the power and authority to enter into this Amendment and the names, titles and capacities herein state on behalf of any entities, persons, states or firms represented or purposed to be represented by such entities, persons, states or firms and that all former requirements necessary or required by state or federal law in order to enter into this Amendment have been fully complied with. Further, by entering into this Amendment, neither Party hereto shall have breached the terms or conditions of any other contract or agreement to which such Party is obligated, which such breach would have a material effect hereon.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Amendment has been entered into by and between Dixon and Winters as of the Effective Date of the Amendment as defined above.

DIXON:

City of Dixon, a municipal corporation of the State of California

By: _____

Jim Lindley, City Manager

Date Signed: _____

Approved as to Form:

By: _____

Douglas L. White, City Attorney

Attest:

By: _____

Suellen Johnston, City Clerk

WINTERS:

City of Winters, a municipal corporation of the State of California

By: _____

John W. Donlevy, Jr., City Manager

Date Signed: _____

Approved as to Form:

By: _____

Ethan Walsh, City Attorney

Attest:

By: _____

Nanci G. Mills, City Clerk

EXHIBIT A
Original Agreement

 COPY

**AGREEMENT BETWEEN THE CITY OF DIXON AND THE CITY OF WINTERS
FOR FIRE ADMINISTRATIVE SERVICES**

This Agreement ("Agreement") is entered into as of Oct. 11 2011, by and between the City of Dixon, a Municipal Corporation of the State of California ("Dixon"), and the City of Winters, a Municipal Corporation of the State of California ("Winters"), collectively, the "Participating Agencies."

RECITALS

WHEREAS, the Participating Agencies are Municipal Corporations organized and operating under the laws of the State of California; and

WHEREAS, the Participating Agencies have the authority to perform fire protection activities, emergency medical services, and other related activities for their respective agencies; and

WHEREAS, the Participating Agencies agree that Winters will maintain at its sole cost a Fire Department sufficient to provide certain emergency and non-emergency services as more fully set forth herein and that Dixon will provide management and administrative support to the Winters Fire Department as more fully set forth herein; and

WHEREAS, this contractual arrangement is intended to achieve an effective and efficient delivery of service to the benefit of both cities; and

WHEREAS, the Participating Agencies desire to formalize the delivery of certain fire and emergency services pursuant to this Agreement;

Now therefore, the Participating Agencies, for and in consideration of the mutual benefits, covenants and agreements set forth herein, agree as follows:

1. Scope of Services

(a) Winters agrees to retain a fire department including certain personnel and infrastructure at its sole cost sufficient to provide primary fire services. Winters further agrees to provide the necessary personnel budget, operations and maintenance budget for the fire department, and to provide administrative support as needed for the office administrative functions including, but not limited to: payroll processing, purchasing, records management, information technology, communications, budget tracking and reporting and other office related needs.

(b) Dixon agrees to provide to Winters certain Fire administration and emergency services, referred to herein as the "Services." These Services are more particularly described in **Exhibit A** attached hereto and incorporated herein by this reference.

2. Compensation

(a) Winters shall pay Dixon an annual fee of \$90,000 for the provision of the Services. No other compensation for the Services will be required except insofar as this Agreement may be amended pursuant to Section 13 of this Agreement.

(b) The total cost of this service will be reviewed annually and amended to reflect actual increases or decreases in the costs incurred by Dixon in providing its services, except that in no case shall the increase or decrease in the annual fee exceed three percent (3%) in any given year. Said annual review shall occur no later than September of each year.

(c) Dixon shall submit bi-annual invoices, in the amount of \$45,000 each, on April 1st and October 1st of each year that this agreement remains in effect, to Winters pursuant to the Agreement and payments shall be made no later than thirty (30) days of invoice.

(d) Should the term of this agreement be extended, cancelled or modified, the annual fee shall be prorated for the period the agreement is in effect.

3. Relationship of Participating Agencies

(a) Dixon's Fire Chief shall act as Fire Chief over the Dixon Fire Department and Winters Fire Department, with all the powers and responsibilities entrusted to him by law. Dixon's City Manager alone shall exercise supervisory authority over the Dixon Fire Chief.

(b) Winters will provide Dixon and its Fire Chief with all necessary regulations, policies, procedures, manuals, and other information, to facilitate supervision of Winters Fire Department employees. Grievances, claims, and causes of action that may develop or accrue relating to Winters Fire Department employees will be addressed and handled by Winters personnel and Dixon personnel shall have the duty to cooperate. Personnel decisions of the Dixon Fire Chief involving Winters Fire Department employees may be appealed to or reviewed by the

Winters City Manager, his or her designee, or such other person as may be designated by the Winters Municipal Code.

4. Employment of Personnel

(a) The Dixon Fire Chief, and any other officers, agents and employees of Dixon, are not, and shall not be deemed, Winters employees for any purpose. Dixon shall be solely responsible for all salary, benefits, worker's compensation, and insurance for its personnel providing services pursuant to this Agreement, and said personnel shall be considered solely employees of the City of Dixon for all supervisory, disciplinary and other employment related purposes.

(b) The officers, agents and employees of Winters are not, and shall not, be deemed Dixon City employees for any purpose. Winters shall be solely responsible for all salary, benefits, worker's compensation, and insurance for its personnel providing services pursuant to this Agreement, and said personnel shall be considered solely employees of Winters for employment related purposes, except that the Dixon Fire Chief and Dixon Division Chiefs shall supervise Winters Fire Department employees and shall apply the applicable labor agreement between the City of Winters and Winters Firefighters for purposes of discipline and grievances.

(c) The Participating Agencies acknowledge and agree that nothing within this Agreement for providing the services creates a "special relationship", as that term may be defined by law, is created or established with the other agency, or their officials, officers, employees, or successors, or with any third party as a result of this Agreement. Further, nothing in this Agreement is intended to or shall in any manner affect or limit the privileges or immunities or other protections accorded to Dixon or its employees under federal or state law, or other law or to Winters or its employees under federal or state law, or other law.

5. Term

The term of this Agreement will commence at 08:00 a.m. on November 1, 2011, and shall expire on November 1st 2014 at 08:00 a.m. unless terminated earlier pursuant to this Section 5. This Agreement may be terminated without cause by either Party upon giving 90 days written notice thereof. The effective date of said termination shall be set forth in the notice of termination provided, however, that if an effective date is not set forth in the notice of termination, then the effective date of the termination shall be 90 days after the date of said notice.

6. Indemnification

(a) In performing services under this Agreement, the Dixon Fire Chief or his or her designee will direct the two departments as separate entities. When the Dixon Fire Chief is directing Dixon Fire Department activities or personnel, Dixon is responsible for any and all liabilities arising out of his or her direction. When the Dixon Fire Chief is directing Winters Fire Department activities or personnel, or when any Dixon Employee is providing services to Winters pursuant to this Agreement, Winters is responsible for any and all liabilities arising out of the Dixon Fire Chief's direction or out of the provision of Services by any Dixon Employee. When the Winters Fire Department is performing any functions or services without direction by the Dixon Fire Chief or designee, Winters is responsible for liabilities arising solely out of the performance of those functions and services. Winters' responsibility for liabilities arising out of the direction of the Dixon Fire Chief and the provision of Services by any Dixon Employee described in this subsection 6(a) shall include an obligation to defend and indemnify the Dixon Fire Chief, or any Dixon Employee in the event that a claim, of whatever nature, is made against the Dixon Fire Chief or any Dixon Employee in their personal capacities.

(b) When the Dixon Fire Chief or designee is directing both Participating Agencies' departments or employees during an incident, and in the event that Winters and Dixon are concurrently negligent, resulting in alleged injury or damage that results in a claim, then the liability of any and all such claims for injuries or damages shall be apportioned under California's law of comparative negligence.

(c) Other than as expressly provided for in Section 6(a), neither Participating Agency shall be responsible for the acts or omissions of the other Participating Agency's officers or employees, nor shall any Participating Agency incur any liability arising out of the services of any other Participating Agency's officers or employees. Accordingly, the Participating Agencies hereby expressly agree to waive the pro rata risk allocation contained in Government Code Section 895.6.

7. Insurance

Both Winters and Dixon shall obtain and maintain for the term of the Agreement, and as that term may be amended, insurance or an equivalent through a pooled risk group mutually acceptable to the Participating Agencies,

against claims for injuries to persons or damage to property, which may arise out of or in connection with performance of the services of this Agreement.

- (a) Coverages and Limits – Each Participating Agency, at its sole expense, shall maintain the types of coverages and minimum limits indicated below.
- (b) Commercial General Liability Insurance – \$1,000,000 combined single-limit per occurrence for bodily injury, personal injury and property damage. If the submitted policies contain aggregate limits, general aggregate limits will apply separately to the services or work under this Agreement or the general aggregate will be twice the required per occurrence limit.
- (c) Automobile Liability – \$1,000,000 per accident for bodily injury, personal injury and property damage.
- (d) Worker's Compensation and Employer's Liability – As required by the State of California (Statutory Limits). Employer's Liability: \$1,000,000 per accident for bodily injury or disease. If work is to be performed on City property, then the Worker's Compensation coverage shall also be endorsed to provide a waiver of subrogation against the City of Dixon.
- (e) Additional Provisions – Winters and Dixon will ensure that the policies of insurance required under this Agreement contain, or are endorsed to contain, the following provisions:
 - (f) For Commercial General Liability Insurance and Automobile Liability Insurance: each Participating Agency, its officers, agents, volunteers and employees will be named as additional insured of the other.
 - (g) This insurance will be in force during the life of the Agreement and any extensions of it will not be cancelled without thirty (30) days prior written notice to the other Participating Agency sent pursuant to the Notice provisions of this Agreement.
 - (h) Providing Certificates of Insurance and Endorsements – Prior to execution of this Agreement, each Participating Agency will furnish certificates of insurance and endorsements to City.

(i) Submission of Insurance Policies – City reserves the right to require, at anytime, complete and certified copies of any or all required insurance policies and endorsements.

8. Litigation Support

The Participating Agencies will make their employees available to testify in any litigation brought regarding work or services performed under this Agreement.

(a) Should Dixon request that a Winters employee testify in litigation following the termination of this Agreement, Dixon shall compensate Winters for employees' costs and expenses in preparing for, travelling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by Winters, a Winters employee, or is based solely on allegations of Winters' negligence or wrongdoing.

(b) Should Winters request that a Dixon employee testify in litigation following the termination of this Agreement, Winters shall compensate Dixon for employees' costs and expenses in preparing for, traveling to, and testifying in such matters at the employee's then current hourly rate of compensation, unless such litigation is brought by Dixon, a Dixon employee or is based solely on allegations of Dixon's negligence or wrongdoing.

(c) Subsections 8(a) and 8(b) shall not apply where litigation arises solely between the Participating Parties, in which case each Participating Party shall be responsible for paying all costs associated with its own employee's testimony in said litigation.

9. Not a Joint Venture or Joint Powers Authority

The Participating Agencies intend by this Agreement to establish only a cost sharing arrangement of the Participating Agencies with regard to supervision and scene management, fire administration and support, training, shared Fire Chief services and Duty Chief services, and do not intend to create a joint powers agency, partnership, joint venture, or joint enterprise of any kind.

10. No Third Party Beneficiary

This Agreement is only for the benefit of the Participating Agencies as corporate entities and shall not be construed as or deemed to operate as an agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action or obtain any right to benefits or position of any kind for any reason whatsoever.

11. Notices

All notices required or permitted to be given under this Agreement shall be in writing and mailed postage prepaid by certified or registered mail to the appropriate address indicated below:

To Winters:

City of Winters
ATTN: City Manager
318 First Street
Winters, CA 95694

To Dixon:

City of Dixon	and to	Dixon Fire Department
ATTN: City Manager		ATTN: Fire Chief
600 East A Street		205 Ford Way
Dixon, CA 95620		Dixon, CA 95620

12. Waiver

No failure on the part of any Participating Agency party to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that any Participating Agency may have hereunder, nor does waiver of a breach or default under this Agreement constitute a continuing waiver of a subsequent breach of the same or any other provision of this Agreement.

13. Amendment

No modification, waiver, mutual termination, or amendment of this Agreement is effective unless made in writing and signed by all of the Participating Agencies.

14. Mediation of Disputes

Should any dispute arise out of this Agreement, the parties shall first meet and confer. If after fourteen days the dispute has not been resolved in a mutually satisfactory manner, the parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution.

The costs of the mediator, if any, shall be paid equally by the parties. If a mediated settlement is reached, neither party shall be deemed the prevailing party for purposes of the settlement and each party shall bear its own legal costs.

15. Dispute

In any dispute over any aspect of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs

16. Governing Law

This Agreement, regardless of where executed, shall be governed by and construed in accordance with the laws of the State of California. Venue for any action regarding this Agreement shall be in the Superior Court of the County of Solano.

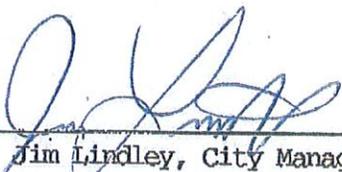
17. Entire Agreement

This Agreement constitutes the complete and exclusive Statement of the Agreement between the Participating Agencies. No terms, conditions, understandings or agreements purporting to modify or vary this Agreement, unless hereafter made in writing and signed by each Participating Agency to be bound, shall be binding on any of the Participating Agencies.

IN WITNESS WHEREOF, the Participating Agencies have executed this Agreement as of the date indicated on page one (1).

City of Dixon
A municipal corporation
of the State of California

City of Winters
A municipal corporation of the State of
California

By: 
Jim Lindley, City Manager

By: 
John Donlevy, City Manager

ATTEST:

ATTEST:

By: 
Steve Johnson, Acting City Clerk

By: 
Nanci Mills, City Clerk

Approved as to Form:

Approved as to Form:

By: 
Michael Dean, City Attorney

By: 
John C. Wallace, City Attorney

Exhibit "A"

Scope of Services

SCOPE OF SERVICES

Dixon will provide the City of Winters with access to the Fire Chief and two Division Chiefs as needed, depending on specific areas of expertise and assignment, to provide the following services:

1. Fire Administration (Dixon Fire Chief)
 - A. The Dixon Fire Chief will coordinate the development of an Operational Plan / Strategic Plan for the Winters Fire Department to include; operations, training, compliance, capital and facilities maintenance. The Winters Fire Department will strive toward a five (5) year plan to facilitate the transition into the new Public Safety Facility and a transition of operations, standard operating procedures and training.
 - B. The control of administrative oversight, emergency operations and routine fire service functions for the Winters Fire Department will be managed by the Dixon Fire Chief.
 - C. The Dixon Fire Chief as an employee of Dixon reports directly to the City Manager of Dixon. The City Manager of Winters will provide direction to the Dixon Fire Chief as it relates to the services provided in Winters.
 - D. The Dixon Fire Chief will assist in the preparation and administration of the Winters Fire Department Annual Budget and will be supported by an Administrative Coordinator in Winters, a Winters Employee, who will work with the Dixon Fire Chief to administer the day to day budget.
 - E. The Dixon Fire Chief or his or her designee will be actively involved in the administration of personnel of the Winters Fire Department including selection, hiring, promotion, discipline and termination. Winters will provide an Administrative Coordinator who will work with the chief and the training Captain to administer personnel matters, including recruitment, performance evaluations and discipline.
 - F. The Dixon Fire Chief or his or her designee will assist the Winters Fire Department in volunteer firefighter retention and recruitment as well as in selecting and applying to various grant opportunities, including the FEMA Assistance to Firefighters Grant for equipment.
 - G. The Dixon Fire Chief or his or her designee will be available to:
 - a. Represent the Winters Fire Department before the City Council and Fire Board of Directors.
 - b. Represent the Winters Fire Department at Winters Management staff meetings.
 - c. Represent the interests of Winters Fire Department before the Board of Supervisors, LAFCO, County Fire Chief Meetings and other entities as reasonable and necessary.
 - H. Subject to staffing availability, the Dixon Fire Chief or his or her designee shall spend approximately 24 hours a week performing the fire administration duties described in this section,

2. Training, Coaching, Mentoring (Chief Officers)
 - A. Dixon will provide coaching, counseling, career development and mentoring to staff of the Winters Fire Department in order to prepare Winters officers for future promotional opportunities that may exist in the Winters Fire Department.
 - B. Dixon will assist the Winters Staff with development of a training program that meets the needs of Career staff, existing volunteers and reserve firefighters.

3. Fire Prevention (Fire Division Chief / Fire Marshal)
 - a. A component of the Operational Plan / Strategic Plan will address Fire Prevention Functions in Winters.
 - b. The Dixon Fire Marshal will provide, as needed and in conjunction with the Winters Building Department, technical guidance in the areas of fire prevention including plan review.

4. Operations (Fire Division Chief)
 - a. The Dixon Fire Management team will work with Winters Fire Department Staff to develop a comprehensive annual maintenance program for its fire apparatus fleet. A report detailing the status of the fleet and projected replacement needs will be developed by the Dixon Fire Administration in conjunction with Winters Fire Department Staff.
 - b. The Dixon Fire Management team will provide Winters with ideas, concepts and programs to enhance 24 hour staffing through a combination of career and volunteer firefighters.
 - c. The Dixon Fire Management Team will develop and implement Operational Policies and Procedures.
 - d. The Dixon Fire Management Team will identify and recommend to Winters areas where technology would benefit the delivery of fire services.

5. Duty Chief Services (Chief Officers)
 - a. The Dixon Fire Department utilizes a 24 hour Duty Chief model. The Duty Chief is used to provide incident command and support to complex incidents in the jurisdiction and to neighboring jurisdictions on a mutual aid basis. During the traditional work week, multiple Chief Officers are typically available subject to training schedules, vacation and meetings. Callouts for the Duty Chief are not frequent given that most incidents are handled by a single engine company. Given the direction for the Winters model toward 24 hour engine based staffing, Dixon proposes to make its Duty Chief available to Winters for incident management.
 - b. In addition to emergency response, the Dixon Duty Chief serves as the point of contact for personnel issues, staffing decisions, injuries and or other after-hours issues that require senior management consultation and or response.
 - c. The Dixon Duty Chief is permitted a 20 minute response time.

RESOLUTION NO. 11-155

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIXON
AUTHORIZING THE ACTING CITY MANAGER TO EXECUTE
A 3 YEAR CONTRACT BETWEEN THE CITY OF DIXON AND THE CITY OF
WINTERS FOR FIRE ADMINISTRATIVE SERVICES

WHEREAS, the City of Dixon ("Dixon") and the City of Winters ("Winters") propose to enter into an Agreement, under which Dixon agrees to provide fire administrative services to the residents of the City of Winters; and

WHEREAS, the Agreement proposes adequate levels of service for both entities for a period of three years; and

WHEREAS, the Agreement proposes to compensate Dixon in the amount of \$90,000 annually; and

WHEREAS, Council has reviewed and discussed the attached Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DIXON AS FOLLOWS:

That the Acting City Manager is hereby authorized to execute on behalf of the City of Dixon that certain "Agreement for Fire Administrative Services" between the City of Dixon and the City of Winters, a copy of which is attached hereto marked Exhibit "A."

PASSED AND ADOPTED THIS 11th DAY OF OCTOBER, 2011, BY THE FOLLOWING VOTE:

AYES: Besneatte, Bogue, Ceremello, Fuller, Batchelor

NOES: None

ABSENT: None

ABSTAIN: None

ATTEST:



City Clerk



Mayor



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members

DATE: October 14, 2014

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

FROM: Eric Lucero, Public Works Superintendent 

SUBJECT: City Park Rehabilitation Project Update

RECOMMENDATION:

To update council on the progress and direction of the city park rehabilitation project.

BACKGROUND: The City Staff has teamed up with the Winters Park Committee to rehab the city park with funds from DOF & CDH Related Parks Program Park Fund, Non Housing Tax Allocation Bond Proceeds, Recycle Material Grant and the Park Maintenance Fund. The objective was to rehabilitate the court area, add a futsal court, rehabilitate the picnic area, the restrooms and the play structure with staff and volunteers. The council approved the original proposal from staff in 2013 but since then staff and the committee have made some changes to the original proposal. Staff would like to update the council on the direction the project is going with those changes and update council on the work that has been completed.

FISCAL IMPACT: Total funds allocated to this project is \$221,763.41

City Park Grant Rehab Project

2014

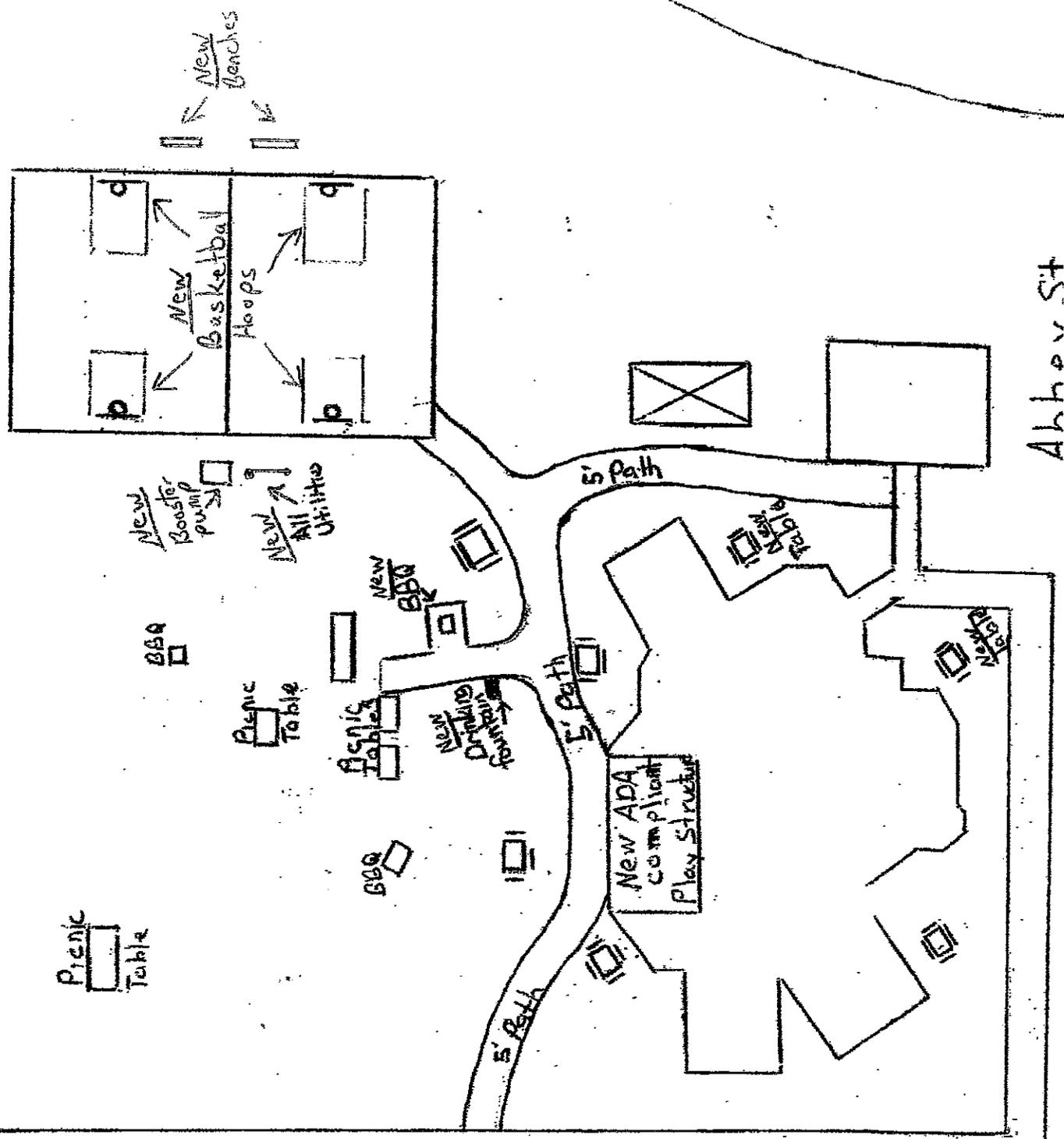
Court area/Restroom/park	Estimate	Actual	Play Structure
Remove Storage Shed	\$ 3,000.00		DOF & CDH Park Funds Available
Relocate Irrigation	\$ 1,000.00		Recycle Material Grant
Self contained Booster Pump (Received)	\$ 17,000.00	\$ 14,300.00	Non Housing Tax Allocation Bond Proceeds
Relocate Electrical (Done)	\$ 10,250.00		Park Maintenance Fund
PG&E Move Poles (Done)	\$ 2,591.00		Total Funds available for Play Structure area
Caisense Controller (Done)	\$ 10,000.00	\$ 7,669.58	
Paint Courts	\$ 4,000.00		
Security Lighting (Ordering light)	\$ 3,500.00		
4 New Basketball Hoops (Done)	\$ 8,000.00	\$ 8,290.88	Replacement of all Swings
2-6' Benches with backs for Court area (Received)	\$ 1,000.00	\$ 716.00	New todler ADA play structure/Pour&Play surface
Plumbing Fixtures (Researching Products)	\$ 4,000.00		Repair/Replace old wood
5' Side Walk 4th st to BB court 206ft=13yds	\$ 1,625.00		Install new wheel chair accessible swing
5' Side Walk court to bathrooms 100'=7	\$ 875.00		
5' Side Walk to Picnic table 35'=3yds	\$ 375.00		
5' Extension to court 112ft=7yds	\$ 770.00		
AB rock for sidewalk base 15 yds	\$ 510.00		
Benches for park area (Done)	\$ 4,000.00	\$ 3,026.23	
Drinking fountain (Ordered)	\$ 4,000.00	\$ 1,305.81	
BBQ Grill (Ordered)	\$ 270.00	\$ 234.00	
DG-Abbey St Side (Done)	\$ 2,400.00	\$ 2,400.00	
Cage to protect panels (Ordered)	?		
Repave Basketball Courts	\$ 28,000.00		
Security cage around electrical panel	\$ 1,400.00	\$ 1,400.00	
Total Cost	\$ 108,566.00		Funds Remaining for Play Structure
			\$ 113,197.41
DOF & CDH Related Parks Program Park Fund	\$ 192,750.00		
Court Area/Restroom/Park Upgrade	\$ 108,566.00		
Available Funds	\$ 84,184.00		

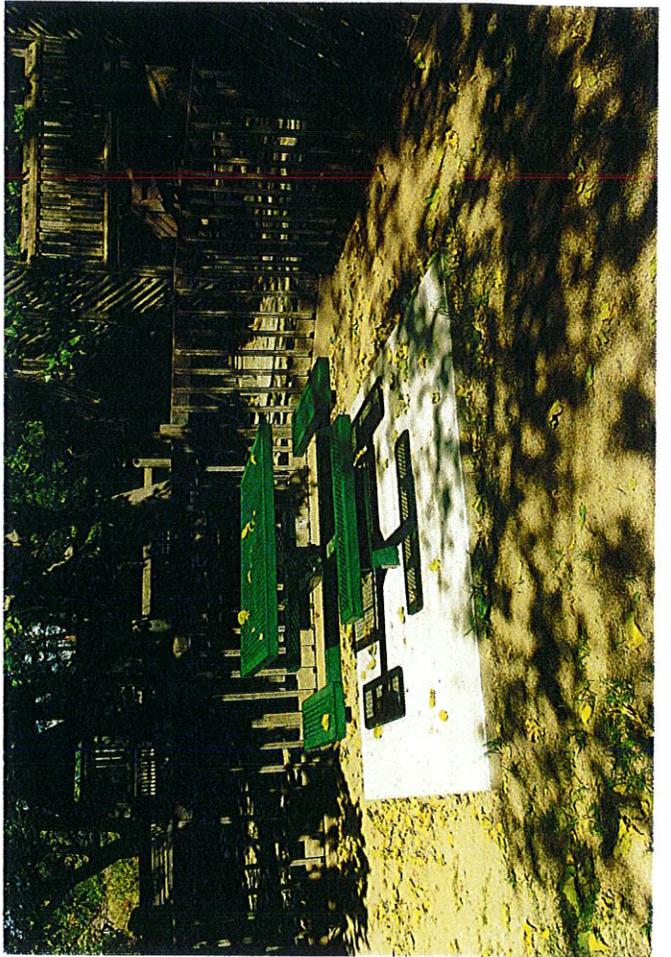
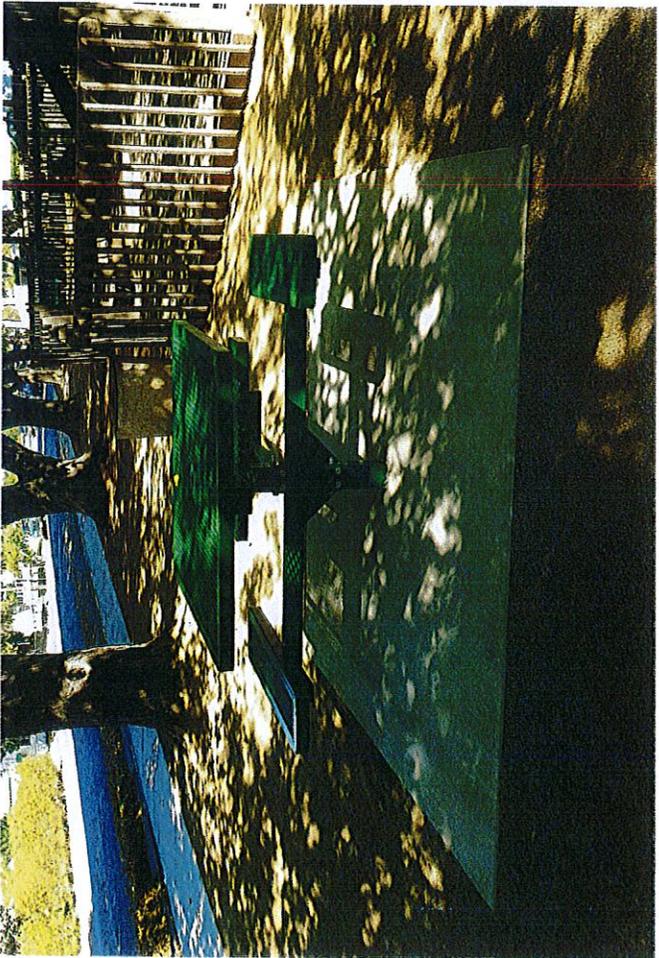
Main St

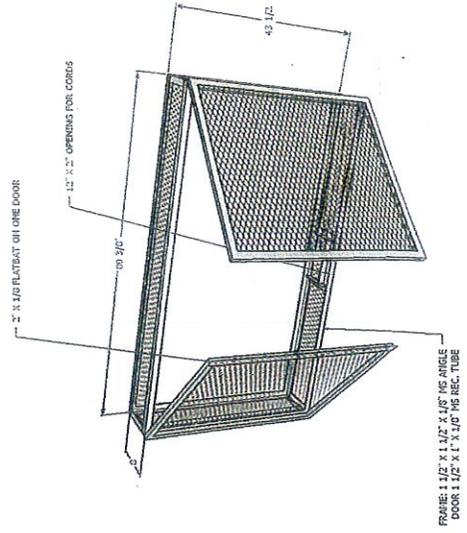
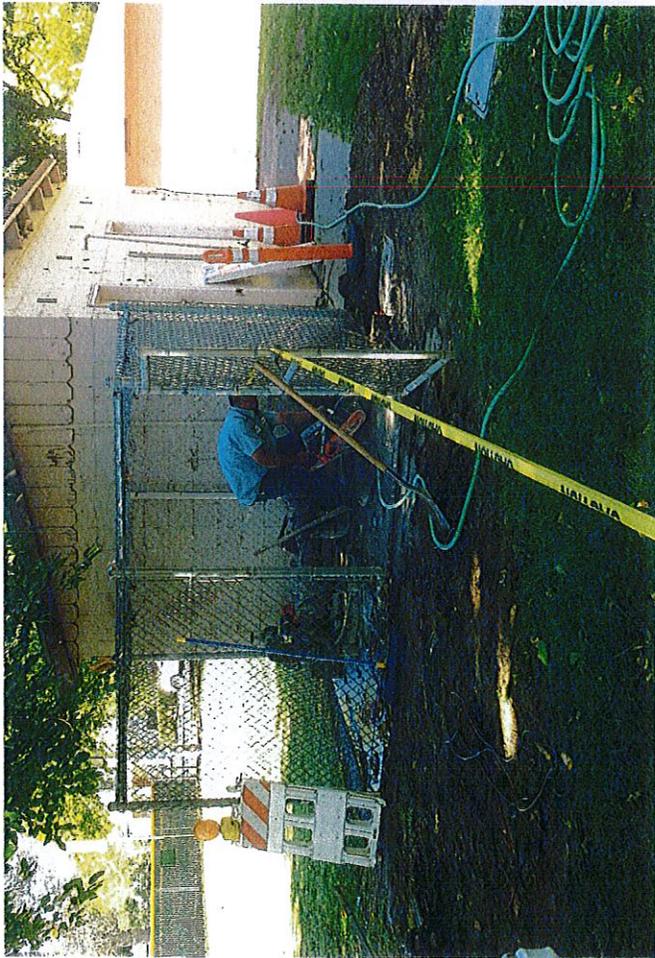
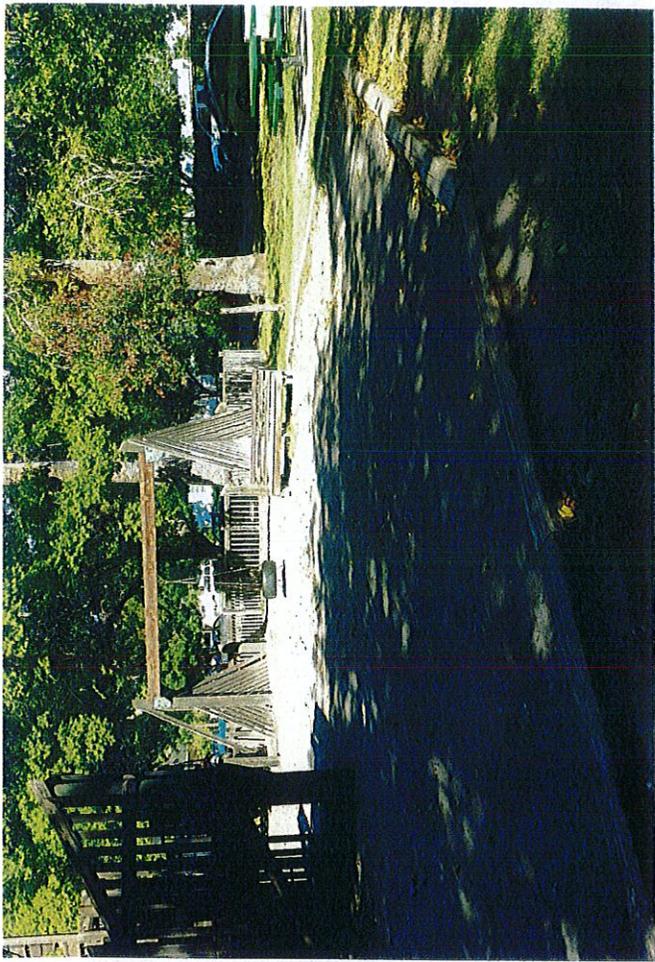
Fourth St

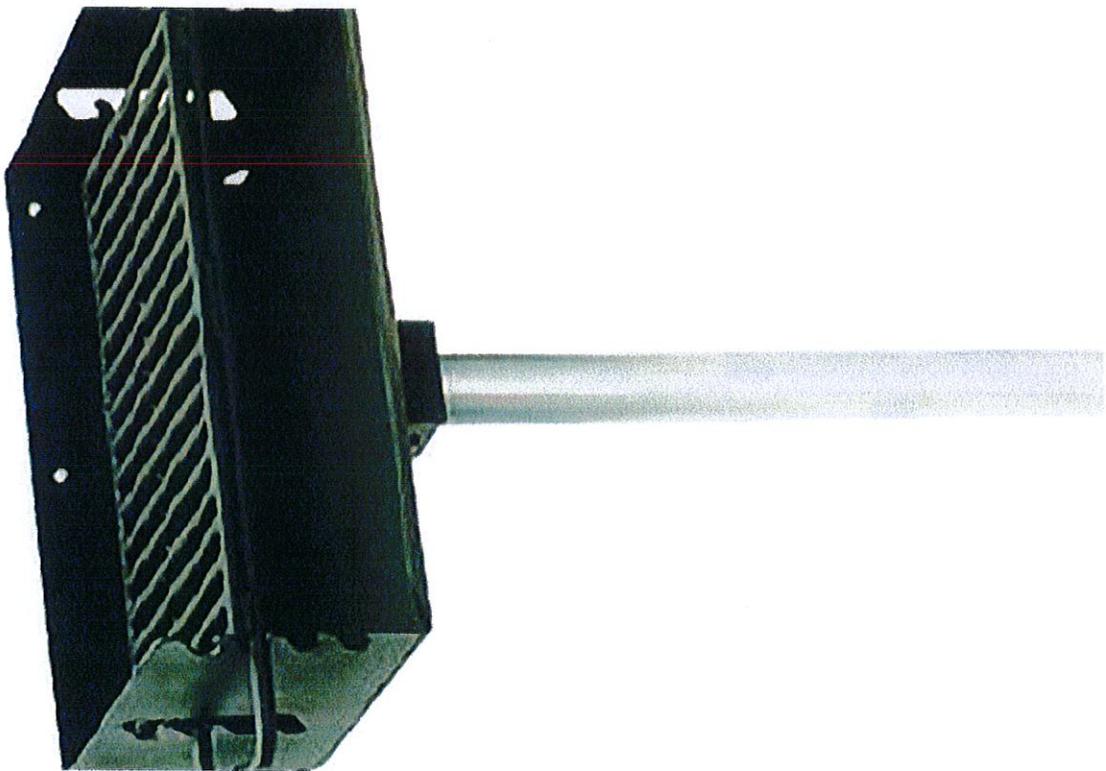
Little League

Alhew St









PICK A SPORT

CHOOSE A SIZE

SELECT OPTIONS

SPECIFY COLORS

Excellent!

To email your court design to a local dealer for a free estimate, click on the "email" button and fill out the form on the contact page. All of your court design specs will be sent with your contact information.

If you prefer, you can print your court design and call 488-815-5210 to get more information.

Basketball



PICK A SPORT

CHOOSE A SIZE

SELECT OPTIONS

SPECIFY COLORS

Excellent!

To email your court design to a local dealer for a free estimate, click on the "email" button and fill out the form on the contact page. All of your court design specs will be sent with your contact information.

If you prefer, you can print your court design and call 488-815-5210 to get more information.

Basketball



EMAIL

PRINT

COURT SIZE: 48x75 OPTIONS: Basketball Systems
 BASE: Burgundy ACCENT: Rhino Blue BORDER: Graphite



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: October 21, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Sergio Gutierrez, Chief of Police *SG*
SUBJECT: Proposition 47

RECOMMENDATION:

Staff recommends City Council pass and adopt the resolution to oppose Proposition 47.

BACKGROUND:

Proposition 47 also known as the "Safe Neighborhoods and Schools Act" is an initiative to reduce certain felonies and felony wobblers to straight misdemeanors in order to save the State money due to overcrowded prisons and jails. Currently, felony crimes classified as "wobblers" can be reduced to a misdemeanor at the discretion of a prosecutor who evaluates and weighs the details of each case. These crimes include identity theft, bad checks, commercial burglary, check forgery, theft of a firearm [where the values of these thefts are less than \$950], and possession of narcotic drugs. Proponents claim that the savings will be used to fund grants for mental health services, drug treatment, crime victim assistance, and truancy prevention. .

In 2011, AB 109 was enacted to reduce the overcrowding problem in the State prisons. Several hundred felony crimes in California have been considered " non-serious, non-violent, and non-sex related" in order to permit subjects convicted of these crimes to qualify for a community corrections program within their residing county. The services that are provided in the program include mental health services, drug treatment, rehabilitation, and continued adult education.

Possession of cocaine, heroin, and other drugs, which includes the "date rape" drug rohypnol, ketamine, and GHB are within the scope of this initiative. The date rape drug is used to make victims vulnerable to sexual assault and experience memory loss making rapes cases difficult to prosecute. In 2000, California enacted Proposition 36 to also provide drug treatment for simple possession drug users in lieu of incarceration.

Additionally, stealing a firearm valued less than \$950 would be a straight misdemeanor. Currently, it is a felony to steal a firearm regardless of the value of the firearm. This law was enacted to discourage thefts of firearms to be used in other crimes.

If Proposition 47 were to pass, it could lead to an estimated 10,000 inmates to petition for a reduction in their felony convictions and releasing them back into the communities. These are individuals who have prior criminal convictions that include violent offenses. Unlike AB 109 – Realignment, there is no funding mechanism for law enforcement to help mitigate the cost associated to the potential release of these inmates. This would be an additional stress to our system.

These are serious public safety concerns that will not benefit Winters and California as a whole. Many organizations, such as the League of California Cities, California Police Chiefs Association, California State Sheriffs Association, California District Attorneys Association, and many crime victim advocates clearly oppose this initiative.

Staff is recommending that City Council pass and adopt the resolution to oppose Proposition 47.

RESOLUTION No. 2014 -32

**A RESOLUTION OF THE COUNCIL OF THE CITY OF WINTERS
OPPOSING PROPOSITION 47**

WHEREAS, Proposition 47 has qualified for the November 4, 2014 Statewide General Election; and,

WHEREAS, the proponents of this measure concede that Proposition 47 will make up to 10,000 felons eligible for early release; and,

WHEREAS, with the implementation of Public Safety Realignment in 2011, which altered sentencing policy by shifting all newly convicted non-violent, non-serious, non-sex offenders to county supervision, there is currently a significantly diminished population of non-violent offenders in California's prisons, and there is a legitimate question as to how many of the 10,000 inmates eligible for early release could be classified as high-risk for committing subsequent violent offenses; and,

WHEREAS, Proposition 47 contains provisions re-classifying a host of felony offenses or felony/misdemeanor offenses as simple misdemeanors, representing sweeping sentencing reform that would be better accomplished through the state legislative process; and,

WHEREAS, Proposition 47 would redefine grand theft in such a way that theft of a firearm would be considered a misdemeanor unless the value of the gun was greater than \$950, and the overwhelming majority of new handguns sold in California retail for significantly less than that amount; and,

WHEREAS, Proposition 47 would reduce the penalty for possession of illicit drugs, including drugs used to facilitate date-rape, to a simple misdemeanor; and,

WHEREAS, Proposition 47 may further burden our local criminal justice systems by shifting responsibility for additional categories of offenders to already overcrowded county jails; and,

NOW, THEREFORE, the City Council of the City of Winters resolves as follows:

SECTION 1. The City Council of the City of Winters by the adoption of this resolution hereby opposes Proposition 47 on the November 4, 2014 ballot.

PASSED AND ADOPTED, by the City Council this _____ day of _____, 2014 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

SEC. 6. Section 1714.85 is added to the Civil Code, to read:
 1714.85. *There shall be a presumption of professional negligence in any action against a health care provider arising from an act or omission by a physician and surgeon who tested positive for drugs or alcohol or who refused or failed to comply with the testing requirements of Article 14 (commencing with Section 2350.10) of Chapter 5 of Division 2 of the Business and Professions Code following the act or omission and in any action arising from the failure of a licensed health care practitioner to comply with Section 11165.4 of the Health and Safety Code.*

SEC. 7. Section 11165.4 is added to the Health and Safety Code, to read:

11165.4. (a) *Licensed health care practitioners and pharmacists shall access and consult the electronic history maintained pursuant to this code of controlled substances dispensed to a patient under his or her care prior to prescribing or dispensing a Schedule II or Schedule III controlled substance for the first time to that patient. If the patient has an existing prescription for a Schedule II or Schedule III controlled substance, the health care practitioner shall not prescribe any additional controlled substances until the health care practitioner determines there is a legitimate need.*

(b) *Failure to consult a patient's electronic history as required in subdivision (a) shall be cause for disciplinary action by the health care practitioner's licensing board. The licensing boards of all health care practitioners authorized to write or issue prescriptions for controlled substances shall notify all authorized practitioners subject to the board's jurisdiction of the requirements of this section.*

SEC. 8. Amendment.

This act may be amended only to further its purpose of improving patient safety, including ensuring that patients, their families, and others who are injured by negligent doctors are made whole for their loss, by a statute approved by a two-thirds vote of each house of the Legislature and signed by the Governor.

SEC. 9. Conflicting Initiatives.

In the event that this measure and another initiative measure or measures that involve patient safety, including the fees charged by attorneys in medical negligence cases, shall appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure shall be null and void.

SEC. 10. Severability.

If any provision of this act, or part thereof, is for any reason held to be invalid or unconstitutional, the remaining provisions shall not be affected, but shall remain in full force and effect, and to this end the provisions of this act are severable.

Proposition 47

This initiative measure is submitted to the people in accordance with the provisions of Section 8 of Article II of the California Constitution.

This initiative measure adds sections to the Government Code, amends and adds sections to the Penal Code, and amends sections of the Health and Safety Code; therefore, existing provisions proposed to be deleted are printed in ~~strikeout type~~ and new provisions proposed to be added are printed in *italic type* to indicate that they are new.

Proposed Law

THE SAFE NEIGHBORHOODS AND SCHOOLS ACT

SECTION 1. Title.

This act shall be known as "the Safe Neighborhoods and Schools Act."

SEC. 2. Findings and Declarations.

The people of the State of California find and declare as follows:

The people enact the Safe Neighborhoods and Schools Act to ensure that prison spending is focused on violent and serious offenses, to maximize alternatives for nonserious, nonviolent crime, and to invest the savings generated from this act into prevention and support programs in K–12 schools, victim services, and mental health and drug treatment. This act ensures that sentences for people convicted of dangerous crimes like rape, murder, and child molestation are not changed.

SEC. 3. Purpose and Intent.

In enacting this act, it is the purpose and intent of the people of the State of California to:

(1) Ensure that people convicted of murder, rape, and child molestation will not benefit from this act.

(2) Create the Safe Neighborhoods and Schools Fund, with 25 percent of the funds to be provided to the State Department of Education for crime prevention and support programs in K–12 schools, 10 percent of the funds for trauma recovery services for crime victims, and 65 percent of the funds for mental health and substance abuse treatment programs to reduce recidivism of people in the justice system.

(3) Require misdemeanors instead of felonies for nonserious, nonviolent crimes like petty theft and drug possession, unless the defendant has prior convictions for specified violent or serious crimes.

(4) Authorize consideration of resentencing for anyone who is currently serving a sentence for any of the offenses listed herein that are now misdemeanors.

(5) Require a thorough review of criminal history and risk assessment of any individuals before resentencing to ensure that they do not pose a risk to public safety.

(6) This measure will save significant state corrections dollars on an annual basis. Preliminary estimates range from \$150 million to \$250 million per year. This measure will increase investments in programs that reduce crime and improve public safety, such as prevention programs in K–12 schools, victim services, and mental health and drug treatment, which will reduce future expenditures for corrections.

SEC. 4. Chapter 33 (commencing with Section 7599) is added to Division 7 of Title 1 of the Government Code, to read:

CHAPTER 33. CREATION OF SAFE NEIGHBORHOODS AND SCHOOLS FUND

7599. (a) *A fund to be known as the "Safe Neighborhoods and Schools Fund" is hereby created within the State Treasury and, notwithstanding Section 13340 of the Government Code, is continuously appropriated without regard to fiscal year for carrying out the purposes of this chapter.*

(b) *For purposes of the calculations required by Section 8 of Article XVI of the California Constitution, funds transferred to the Safe Neighborhoods and Schools Fund shall be considered General Fund revenues which may be appropriated pursuant to Article XIII B.*

7599.1. Funding Appropriation.

(a) *On or before July 31, 2016, and on or before July 31 of each fiscal year thereafter, the Director of Finance shall calculate the savings that accrued to the state from the implementation of the act adding this chapter ("this act") during the fiscal year ending June 30, as compared to the fiscal year preceding the enactment of this act. In making the calculation required by this subdivision, the Director of Finance shall use actual data or best available estimates where actual data is not available. The calculation shall be final and shall not be adjusted for any subsequent changes in the underlying data. The Director of Finance shall certify the results of the calculation to the Controller no later than August 1 of each fiscal year.*

(b) *Before August 15, 2016, and before August 15 of each fiscal year thereafter, the Controller shall transfer from the General Fund to the Safe Neighborhoods and Schools Fund the total amount calculated pursuant to subdivision (a).*

(c) Moneys in the Safe Neighborhoods and Schools Fund shall be continuously appropriated for the purposes of this act. Funds transferred to the Safe Neighborhoods and Schools Fund shall be used exclusively for the purposes of this act and shall not be subject to appropriation or transfer by the Legislature for any other purpose. The funds in the Safe Neighborhoods and Schools Fund may be used without regard to fiscal year.

7599.2. Distribution of Moneys from the Safe Neighborhoods and Schools Fund.

(a) By August 15 of each fiscal year beginning in 2016, the Controller shall disburse moneys deposited in the Safe Neighborhoods and Schools Fund as follows:

(1) Twenty-five percent to the State Department of Education, to administer a grant program to public agencies aimed at improving outcomes for public school pupils in kindergarten and grades 1 to 12, inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or are victims of crime.

(2) Ten percent to the California Victim Compensation and Government Claims Board, to make grants to trauma recovery centers to provide services to victims of crime pursuant to Section 13963.1 of the Government Code.

(3) Sixty-five percent to the Board of State and Community Corrections, to administer a grant program to public agencies aimed at supporting mental health treatment, substance abuse treatment, and diversion programs for people in the criminal justice system, with an emphasis on programs that reduce recidivism of people convicted of less serious crimes, such as those covered by this measure, and those who have substance abuse and mental health problems.

(b) For each program set forth in paragraphs (1) to (3), inclusive, of subdivision (a), the agency responsible for administering the programs shall not spend more than 5 percent of the total funds it receives from the Safe Neighborhoods and Schools Fund on an annual basis for administrative costs.

(c) Every two years, the Controller shall conduct an audit of the grant programs operated by the agencies specified in paragraphs (1) to (3), inclusive, of subdivision (a) to ensure the funds are disbursed and expended solely according to this chapter and shall report his or her findings to the Legislature and the public.

(d) Any costs incurred by the Controller and the Director of Finance in connection with the administration of the Safe Neighborhoods and Schools Fund, including the costs of the calculation required by Section 7599.1 and the audit required by subdivision (c), as determined by the Director of Finance, shall be deducted from the Safe Neighborhoods and Schools Fund before the funds are disbursed pursuant to subdivision (a).

(e) The funding established pursuant to this act shall be used to expand programs for public school pupils in kindergarten and grades 1 to 12, inclusive, victims of crime, and mental health and substance abuse treatment and diversion programs for people in the criminal justice system. These funds shall not be used to supplant existing state or local funds utilized for these purposes.

(f) Local agencies shall not be obligated to provide programs or levels of service described in this chapter above the level for which funding has been provided.

SEC. 5. Section 459.5 is added to the Penal Code, to read:

459.5. (a) Notwithstanding Section 459, shoplifting is defined as entering a commercial establishment with intent to commit larceny while that establishment is open during regular business hours, where the value of the property that is taken or intended to be taken does not exceed nine hundred fifty dollars (\$950). Any other entry into a commercial establishment with intent to commit larceny is burglary. Shoplifting shall be punished as a misdemeanor, except that a person with one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290 may be punished pursuant to subdivision (h) of Section 1170.

(b) Any act of shoplifting as defined in subdivision (a) shall be charged as shoplifting. No person who is charged with shoplifting may also be charged with burglary or theft of the same property.

SEC. 6. Section 473 of the Penal Code is amended to read:

473. (a) Forgery is punishable by imprisonment in a county jail for not more than one year, or by imprisonment pursuant to subdivision (h) of Section 1170.

(b) Notwithstanding subdivision (a), any person who is guilty of forgery relating to a check, bond, bank bill, note, cashier's check, traveler's check, or money order, where the value of the check, bond, bank bill, note, cashier's check, traveler's check, or money order does not exceed nine hundred fifty dollars (\$950), shall be punishable by imprisonment in a county jail for not more than one year, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290. This subdivision shall not be applicable to any person who is convicted both of forgery and of identity theft, as defined in Section 530.5.

SEC. 7. Section 476a of the Penal Code is amended to read:

476a. (a) Any person who, for himself or herself, as the agent or representative of another, or as an officer of a corporation, willfully, with intent to defraud, makes or draws or utters or delivers a check, draft, or order upon a bank or depository, a person, a firm, or a corporation, for the payment of money, knowing at the time of that making, drawing, uttering, or delivering that the maker or drawer or the corporation has not sufficient funds in, or credit with the bank or depository, person, firm, or corporation, for the payment of that check, draft, or order and all other checks, drafts, or orders upon funds then outstanding, in full upon its presentation, although no express representation is made with reference thereto, is punishable by imprisonment in a county jail for not more than one year, or pursuant to subdivision (h) of Section 1170.

(b) However, if the total amount of all checks, drafts, or orders that the defendant is charged with and convicted of making, drawing, or uttering does not exceed ~~four hundred fifty dollars (\$450)~~ nine hundred fifty dollars (\$950), the offense is punishable only by imprisonment in the county jail for not more than one year, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290. This subdivision shall not be applicable if the defendant has previously been convicted of a three or more violation violations of Section 470, 475, or 476, or of this section, or of the crime of petty theft in a case in which defendant's offense was a violation also of Section 470, 475, or 476 or of this section or if the defendant has previously been convicted of any offense under the laws of any other state or of the United States which, if committed in this state, would have been punishable as a violation of Section 470, 475 or 476 or of this section or if he has been so convicted of the crime of petty theft in a case in which, if defendant's offense had been committed in this state, it would have been a violation also of Section 470, 475, or 476, or of this section.

(c) Where the check, draft, or order is protested on the ground of insufficiency of funds or credit, the notice of protest shall be admissible as proof of presentation, nonpayment, and protest and shall be presumptive evidence of knowledge of insufficiency of funds or credit with the bank or depository, person, firm, or corporation.

(d) In any prosecution under this section involving two or more checks, drafts, or orders, it shall constitute prima facie evidence of the identity of the drawer of a check, draft, or order if both of the following occur:

(1) When the payee accepts the check, draft, or order from the drawer, he or she obtains from the drawer the following information: name and residence of the drawer, business or mailing address, either

a valid driver's license number or Department of Motor Vehicles identification card number, and the drawer's home or work phone number or place of employment. That information may be recorded on the check, draft, or order itself or may be retained on file by the payee and referred to on the check, draft, or order by identifying number or other similar means.

(2) The person receiving the check, draft, or order witnesses the drawer's signature or endorsement, and, as evidence of that, initials the check, draft, or order at the time of receipt.

(e) The word "credit" as used herein shall be construed to mean an arrangement or understanding with the bank or depository, person, firm, or corporation for the payment of a check, draft, or order.

(f) If any of the preceding paragraphs, or parts thereof, shall be found unconstitutional or invalid, the remainder of this section shall not thereby be invalidated, but shall remain in full force and effect.

(g) A sheriff's department, police department, or other law enforcement agency may collect a fee from the defendant for investigation, collection, and processing of checks referred to their agency for investigation of alleged violations of this section or Section 476.

(h) The amount of the fee shall not exceed twenty-five dollars (\$25) for each bad check, in addition to the amount of any bank charges incurred by the victim as a result of the alleged offense. If the sheriff's department, police department, or other law enforcement agency collects a fee for bank charges incurred by the victim pursuant to this section, that fee shall be paid to the victim for any bank fees the victim may have assessed. In no event shall reimbursement of the bank charge to the victim pursuant to this section exceed ten dollars (\$10) per check.

SEC. 8. Section 490.2 is added to the Penal Code, to read:

490.2. (a) *Notwithstanding Section 487 or any other provision of law defining grand theft, obtaining any property by theft where the value of the money, labor, real or personal property taken does not exceed nine hundred fifty dollars (\$950) shall be considered petty theft and shall be punished as a misdemeanor, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.*

(b) *This section shall not be applicable to any theft that may be charged as an infraction pursuant to any other provision of law.*

SEC. 9. Section 496 of the Penal Code is amended to read:

496. (a) Every person who buys or receives any property that has been stolen or that has been obtained in any manner constituting theft or extortion, knowing the property to be so stolen or obtained, or who conceals, sells, withholds, or aids in concealing, selling, or withholding any property from the owner, knowing the property to be so stolen or obtained, shall be punished by imprisonment in a county jail for not more than one year, or imprisonment pursuant to subdivision (h) of Section 1170. However, ~~if the district attorney or the grand jury determines that this action would be in the interests of justice, the district attorney or the grand jury, as the case may be, may,~~ if the value of the property does not exceed nine hundred fifty dollars (\$950), ~~specify in the accusatory pleading that the offense shall be a misdemeanor, punishable only by imprisonment in a county jail not exceeding one year, if such person has no prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.~~

A principal in the actual theft of the property may be convicted pursuant to this section. However, no person may be convicted both pursuant to this section and of the theft of the same property.

(b) Every swap meet vendor, as defined in Section 21661 of the Business and Professions Code, and every person whose principal business is dealing in, or collecting, merchandise or personal

property, and every agent, employee, or representative of that person, who buys or receives any property of a value in excess of nine hundred fifty dollars (\$950) that has been stolen or obtained in any manner constituting theft or extortion, under circumstances that should cause the person, agent, employee, or representative to make reasonable inquiry to ascertain that the person from whom the property was bought or received had the legal right to sell or deliver it, without making a reasonable inquiry, shall be punished by imprisonment in a county jail for not more than one year, or imprisonment pursuant to subdivision (h) of Section 1170.

Every swap meet vendor, as defined in Section 21661 of the Business and Professions Code, and every person whose principal business is dealing in, or collecting, merchandise or personal property, and every agent, employee, or representative of that person, who buys or receives any property of a value of nine hundred fifty dollars (\$950) or less that has been stolen or obtained in any manner constituting theft or extortion, under circumstances that should cause the person, agent, employee, or representative to make reasonable inquiry to ascertain that the person from whom the property was bought or received had the legal right to sell or deliver it, without making a reasonable inquiry, shall be guilty of a misdemeanor.

(c) Any person who has been injured by a violation of subdivision (a) or (b) may bring an action for three times the amount of actual damages, if any, sustained by the plaintiff, costs of suit, and reasonable attorney's fees.

(d) Notwithstanding Section 664, any attempt to commit any act prohibited by this section, except an offense specified in the accusatory pleading as a misdemeanor, is punishable by imprisonment in a county jail for not more than one year, or by imprisonment pursuant to subdivision (h) of Section 1170.

SEC. 10. Section 666 of the Penal Code is amended to read:

~~666. (a) Notwithstanding Section 490, every person who, having been convicted three or more times of petty theft, grand theft, a conviction pursuant to subdivision (d) or (e) of Section 368, auto theft under Section 10851 of the Vehicle Code, burglary, carjacking, robbery, or a felony violation of Section 496 and having served a term therefor in any penal institution or having been imprisoned therein as a condition of probation for that offense, and who is subsequently convicted of petty theft, is punishable by imprisonment in a county jail not exceeding one year, or imprisonment pursuant to subdivision (h) of Section 1170.~~

~~(b) (a) Notwithstanding Section 490, any person described in subdivision (b) paragraph (1) who, having been convicted of petty theft, grand theft, a conviction pursuant to subdivision (d) or (e) of Section 368, auto theft under Section 10851 of the Vehicle Code, burglary, carjacking, robbery, or a felony violation of Section 496, and having served a term of imprisonment therefor in any penal institution or having been imprisoned therein as a condition of probation for that offense, and who is subsequently convicted of petty theft, is punishable by imprisonment in the county jail not exceeding one year, or in the state prison.~~

~~(1) (b) This subdivision Subdivision (a) shall apply to any person who is required to register pursuant to the Sex Offender Registration Act, or who has a prior violent or serious felony conviction, as specified in subdivision (e) of Section 667.5 or subdivision (c) of Section 1192.7 clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667, or has a conviction pursuant to subdivision (d) or (e) of Section 368.~~

~~(2) (c) This subdivision section shall not be construed to preclude prosecution or punishment pursuant to subdivisions (b) to (i), inclusive, of Section 667, or Section 1170.12.~~

SEC. 11. Section 11350 of the Health and Safety Code is amended to read:

11350. (a) Except as otherwise provided in this division, every person who possesses (1) any controlled substance specified in subdivision (b), ~~or~~ (c), (e), or paragraph (1) of subdivision (f) of

Section 11054, specified in paragraph (14), (15), or (20) of subdivision (d) of Section 11054, or specified in subdivision (b) or (c) of Section 11055, or specified in subdivision (h) of Section 11056, or (2) any controlled substance classified in Schedule III, IV, or V which is a narcotic drug, unless upon the written prescription of a physician, dentist, podiatrist, or veterinarian licensed to practice in this state, shall be punished by imprisonment *in a county jail for not more than one year, except that such person shall instead be punished pursuant to subdivision (h) of Section 1170 of the Penal Code if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code.*

~~(b) Except as otherwise provided in this division, every person who possesses any controlled substance specified in subdivision (e) of Section 11054 shall be punished by imprisonment in a county jail for not more than one year or pursuant to subdivision (h) of Section 1170 of the Penal Code.~~

~~(e) (b)~~ Except as otherwise provided in this division, whenever a person who possesses any of the controlled substances specified in subdivision (a) ~~or (b)~~, the judge may, in addition to any punishment provided for pursuant to subdivision (a) ~~or (b)~~, assess against that person a fine not to exceed seventy dollars (\$70) with proceeds of this fine to be used in accordance with Section 1463.23 of the Penal Code. The court shall, however, take into consideration the defendant's ability to pay, and no defendant shall be denied probation because of his or her inability to pay the fine permitted under this subdivision.

~~(d) (c)~~ Except in unusual cases in which it would not serve the interest of justice to do so, whenever a court grants probation pursuant to a felony conviction under this section, in addition to any other conditions of probation which may be imposed, the following conditions of probation shall be ordered:

(1) For a first offense under this section, a fine of at least one thousand dollars (\$1,000) or community service.

(2) For a second or subsequent offense under this section, a fine of at least two thousand dollars (\$2,000) or community service.

(3) If a defendant does not have the ability to pay the minimum fines specified in paragraphs (1) and (2), community service shall be ordered in lieu of the fine.

SEC. 12. Section 11357 of the Health and Safety Code is amended to read:

11357. (a) Except as authorized by law, every person who possesses any concentrated cannabis shall be punished by imprisonment in the county jail for a period of not more than one year or by a fine of not more than five hundred dollars (\$500), or by both such fine and imprisonment, ~~or shall be punished by imprisonment pursuant to subdivision (h) of Section 1170 of the Penal Code except that such person may instead be punished pursuant to subdivision (h) of Section 1170 of the Penal Code if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code.~~

(b) Except as authorized by law, every person who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, is guilty of an infraction punishable by a fine of not more than one hundred dollars (\$100).

(c) Except as authorized by law, every person who possesses more than 28.5 grams of marijuana, other than concentrated cannabis, shall be punished by imprisonment in a county jail for a period of not more than six months or by a fine of not more than five hundred dollars (\$500), or by both such fine and imprisonment.

(d) Except as authorized by law, every person 18 years of age or over who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, upon the grounds of, or within, any school providing instruction in kindergarten or any of grades 1

through 12 during hours the school is open for classes or school-related programs is guilty of a misdemeanor and shall be punished by a fine of not more than five hundred dollars (\$500), or by imprisonment in a county jail for a period of not more than 10 days, or both.

(e) Except as authorized by law, every person under the age of 18 who possesses not more than 28.5 grams of marijuana, other than concentrated cannabis, upon the grounds of, or within, any school providing instruction in kindergarten or any of grades 1 through 12 during hours the school is open for classes or school-related programs is guilty of a misdemeanor and shall be subject to the following dispositions:

(1) A fine of not more than two hundred fifty dollars (\$250), upon a finding that a first offense has been committed.

(2) A fine of not more than five hundred dollars (\$500), or commitment to a juvenile hall, ranch, camp, forestry camp, or secure juvenile home for a period of not more than 10 days, or both, upon a finding that a second or subsequent offense has been committed.

SEC. 13. Section 11377 of the Health and Safety Code is amended to read:

11377. (a) Except as authorized by law and as otherwise provided in subdivision (b) or Section 11375, or in Article 7 (commencing with Section 4211) of Chapter 9 of Division 2 of the Business and Professions Code, every person who possesses any controlled substance which is (1) classified in Schedule III, IV, or V, and which is not a narcotic drug, (2) specified in subdivision (d) of Section 11054, except paragraphs (13), (14), (15), and (20) of subdivision (d), (3) specified in paragraph (11) of subdivision (c) of Section 11056, (4) specified in paragraph (2) or (3) of subdivision (f) of Section 11054, or (5) specified in subdivision (d), (e), or (f) of Section 11055, unless upon the prescription of a physician, dentist, podiatrist, or veterinarian, licensed to practice in this state, shall be punished by imprisonment in a county jail for a period of not more than one year ~~or pursuant to subdivision (h) of Section 1170 of the Penal Code, except that such person may instead be punished pursuant to subdivision (h) of Section 1170 of the Penal Code if that person has one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 of the Penal Code or for an offense requiring registration pursuant to subdivision (c) of Section 290 of the Penal Code.~~

~~(b) (1) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in subdivision (f) of Section 11056, and who has not previously been convicted of a violation involving a controlled substance specified in subdivision (f) of Section 11056, is guilty of a misdemeanor.~~

~~(2) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in subdivision (g) of Section 11056 is guilty of a misdemeanor.~~

~~(3) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in paragraph (7) or (8) of subdivision (d) of Section 11055 is guilty of a misdemeanor.~~

~~(4) Any person who violates subdivision (a) by unlawfully possessing a controlled substance specified in paragraph (8) of subdivision (f) of Section 11057 is guilty of a misdemeanor.~~

~~(e) (b)~~ In addition to any fine assessed under subdivision (b), the judge may assess a fine not to exceed seventy dollars (\$70) against any person who violates subdivision (a), with the proceeds of this fine to be used in accordance with Section 1463.23 of the Penal Code. The court shall, however, take into consideration the defendant's ability to pay, and no defendant shall be denied probation because of his or her inability to pay the fine permitted under this subdivision.

SEC. 14. Section 1170.18 is added to the Penal Code, to read:

1170.18. (a) A person currently serving a sentence for a conviction, whether by trial or plea, of a felony or felonies who would have been guilty of a misdemeanor under the act that added this section ("this act") had this act been in effect at the time of the offense may petition for a recall of sentence before the trial court that entered the judgment of

conviction in his or her case to request resentencing in accordance with Sections 11350, 11357, or 11377 of the Health and Safety Code, or Section 459.5, 473, 476a, 490.2, 496, or 666 of the Penal Code, as those sections have been amended or added by this act.

(b) Upon receiving a petition under subdivision (a), the court shall determine whether the petitioner satisfies the criteria in subdivision (a). If the petitioner satisfies the criteria in subdivision (a), the petitioner's felony sentence shall be recalled and the petitioner resentenced to a misdemeanor pursuant to Sections 11350, 11357, or 11377 of the Health and Safety Code, or Section 459.5, 473, 476a, 490.2, 496, or 666 of the Penal Code, those sections have been amended or added by this act, unless the court, in its discretion, determines that resentencing the petitioner would pose an unreasonable risk of danger to public safety. In exercising its discretion, the court may consider all of the following:

(1) The petitioner's criminal conviction history, including the type of crimes committed, the extent of injury to victims, the length of prior prison commitments, and the remoteness of the crimes.

(2) The petitioner's disciplinary record and record of rehabilitation while incarcerated.

(3) Any other evidence the court, within its discretion, determines to be relevant in deciding whether a new sentence would result in an unreasonable risk of danger to public safety.

(c) As used throughout this Code, "unreasonable risk of danger to public safety" means an unreasonable risk that the petitioner will commit a new violent felony within the meaning of clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667.

(d) A person who is resentenced pursuant to subdivision (b) shall be given credit for time served and shall be subject to parole for one year following completion of his or her sentence, unless the court, in its discretion, as part of its resentencing order, releases the person from parole. Such person is subject to Section 3000.08 parole supervision by the Department of Corrections and Rehabilitation and the jurisdiction of the court in the county in which the parolee is released or resides, or in which an alleged violation of supervision has occurred, for the purpose of hearing petitions to revoke parole and impose a term of custody.

(e) Under no circumstances may resentencing under this section result in the imposition of a term longer than the original sentence.

(f) A person who has completed his or her sentence for a conviction, whether by trial or plea, of a felony or felonies who would have been guilty of a misdemeanor under this act had this act been in effect at the time of the offense, may file an application before the trial court that entered the judgment of conviction in his or her case to have the felony conviction or convictions designated as misdemeanors.

(g) If the application satisfies the criteria in subdivision (f), the court shall designate the felony offense or offenses as a misdemeanor.

(h) Unless requested by the applicant, no hearing is necessary to grant or deny an application filed under subsection (f).

(i) The provisions of this section shall not apply to persons who have one or more prior convictions for an offense specified in clause (iv) of subparagraph (C) of paragraph (2) of subdivision (e) of Section 667 or for an offense requiring registration pursuant to subdivision (c) of Section 290.

(j) Any petition or application under this section shall be filed within three years after the effective date of the act that added this section or at a later date upon a showing of good cause.

(k) Any felony conviction that is recalled and resentenced under subdivision (b) or designated as a misdemeanor under subdivision (g) shall be considered a misdemeanor for all purposes, except that such resentencing shall not permit that person to own, possess, or have in his or her custody or control any firearm or prevent his or her conviction under Chapter 2 (commencing with Section 29800) of Division 9 of Title 4 of Part 6.

(l) If the court that originally sentenced the petitioner is not available, the presiding judge shall designate another judge to rule on the petition or application.

(m) Nothing in this section is intended to diminish or abrogate any rights or remedies otherwise available to the petitioner or applicant.

(n) Nothing in this and related sections is intended to diminish or abrogate the finality of judgments in any case not falling within the purview of this act.

(o) A resentencing hearing ordered under this act shall constitute a "post-conviction release proceeding" under paragraph (7) of subdivision (b) of Section 28 of Article I of the California Constitution (Marsy's Law).

SEC. 15. Amendment.

This act shall be broadly construed to accomplish its purposes. The provisions of this measure may be amended by a two-thirds vote of the members of each house of the Legislature and signed by the Governor so long as the amendments are consistent with and further the intent of this act. The Legislature may by majority vote amend, add, or repeal provisions to further reduce the penalties for any of the offenses addressed by this act.

SEC. 16. Severability.

If any provision of this measure, or part of this measure, or the application of any provision or part to any person or circumstances, is for any reason held to be invalid, the remaining provisions, or applications of provisions, shall not be affected, but shall remain in full force and effect, and to this end the provisions of this measure are severable.

SEC. 17. Conflicting Initiatives.

(a) This act changes the penalties associated with certain nonserious, nonviolent crimes. In the event that this measure and another initiative measure or measures relating to the same subject appear on the same statewide election ballot, the provisions of the other measure or measures shall be deemed to be in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and the provisions of the other measure shall be null and void. However, in the event that this measure and another measure or measures containing provisions that eliminate penalties for the possession of concentrated cannabis are approved at the same election, the voters intend such provisions relating to concentrated cannabis in the other measure or measures to prevail, regardless of which measure receives a greater number of affirmative votes. The voters also intend to give full force and effect to all other applications and provisions of this measure, and the other measure or measures, but only to the extent the other measure or measures are not inconsistent with the provisions of this act.

(b) If this measure is approved by the voters but superseded by law by any other conflicting measure approved by the voters at the same election, and the conflicting ballot measure is later held invalid, this measure shall be self-executing and given full force and effect.

SEC. 18. Liberal Construction.

This act shall be liberally construed to effectuate its purposes.

Proposition 48

This law proposed by Assembly Bill 277 of the 2013–2014 Regular Session (Chapter 51, Statutes of 2013) is submitted to the people of California as a referendum in accordance with the provisions of Section 9 of Article II of the California Constitution.

This proposed law adds a section to the Government Code; therefore, new provisions proposed to be added are printed in *italic type* to indicate that they are new.

Proposed Law

SECTION 1. Section 12012.59 is added to the Government Code, to read:

12012.59. (a) (1) *The tribal-state gaming compact entered into in accordance with the federal Indian Gaming Regulatory Act of 1988 (18 U.S.C. Secs. 1166 to 1168, inclusive, and 25 U.S.C. Sec. 2701 et seq.) between the State of California and the North Fork Rancheria Band of Mono Indians, executed on August 31, 2012, is hereby ratified.*

(2) *The tribal-state gaming compact entered into in accordance with the federal Indian Gaming Regulatory Act of 1988 (18 U.S.C. Secs. 1166 to 1168, inclusive, and 25 U.S.C. Sec. 2701 et seq.) between the State of California and the Wiyot Tribe, executed on March 20, 2013, is hereby ratified.*

(b) (1) *In deference to tribal sovereignty, none of the following shall be deemed a project for purposes of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code):*

(A) *The execution of an amendment to the tribal-state gaming compacts ratified by this section.*

(B) *The execution of the tribal-state gaming compacts ratified by this section.*

(C) *The execution of an intergovernmental agreement between a tribe and a county or city government negotiated pursuant to the express*

authority of, or as expressly referenced in, the tribal-state gaming compacts ratified by this section.

(D) *The execution of an intergovernmental agreement between a tribe and the Department of Transportation negotiated pursuant to the express authority of, or as expressly referenced in, the tribal-state gaming compacts ratified by this section.*

(E) *The on-reservation impacts of compliance with the terms of the tribal-state gaming compacts ratified by this section.*

(F) *The sale of compact assets, as defined in subdivision (a) of Section 63048.6, or the creation of the special purpose trust established pursuant to Section 63048.65.*

(2) *Except as expressly provided herein, this subdivision does not exempt a city, county, or city and county, or the Department of Transportation, from the requirements of the California Environmental Quality Act.*

Summary of Selected Provisions of Proposition 47:

Prepared by League of California Cities

This measure seeks to enact the significant changes in sentencing policy and direct any resulting state savings to support mental health and substance abuse treatment (65 percent), truancy and drop-out prevention (25 percent), and victim services (10 percent).

Specifically, the measure would:

- Reduce sentencing penalties for specified non-serious and non-violent drug and property crimes. Specifically, it would direct that the following offenses be treated as misdemeanors, in most instances irrespective of the circumstances:
 - Commercial Burglary
 - Entering a commercial establishment during business hours with intent to commit larceny of property not exceeding \$950 will no longer be deemed commercial burglary. Instead, it will be defined as shoplifting, which is a misdemeanor.
 - Forgery
 - Under current law, forgery can be charged as a felony or misdemeanor (known as a “wobbler”) but Prop. 47 will re-define it to be a misdemeanor if the defendant is forging a financial instrument that does not exceed \$950.00 in value. As drafted, Prop. 47 would provide that even if the person has forged multiple documents whose total value exceeded \$950.00, that individual could only be charged with a misdemeanor, so long as no individual financial instrument exceeded the threshold.
 - Passing Bad Checks
 - Current law provides that the current threshold for felony prosecution for this offense is \$450.00, but Prop. 47 would increase this threshold to \$950.00. Current law provides that one prior conviction of this offense would trigger a felony charge on the second offense; but Prop. 47 requires three prior convictions for similar offenses.
 - Grand Theft
 - The provisions pertaining to grand theft will reduce the theft of all personal property, including all but the most exotic handguns, to a misdemeanor, ushering in a major change in current criminal justice policy. Prop. 47 states that all theft of property less than \$950.00 in value shall be a misdemeanor offense.
 - Receipt of Stolen Property
 - Under current law, receipt of stolen property is a felony/misdemeanor wobbler, with district attorneys granted discretion on how to charge the offense if the value of the property did not exceed \$950.00 — however Prop. 47 defines all such cases under \$950.00 to be misdemeanors.
 - Petty Theft with a Prior Offense
 - Under current law, a defendant with more than three prior offenses for theft could be charged with a felony if charged with the offense a fourth time. Under Prop. 47, felony penalties only apply if the person had been

previously convicted of a serious or violent felony and had a theft-related related prior.

- Drug Possession
 - Under Prop. 47, all drug possession cases will be reduced to misdemeanors. District attorneys would be stripped of discretion about whether to charge such offenses as felonies. This provision does not distinguish between “simple possession” and “possession for sale” — despite the fact that there can be a quantum difference in the amounts of a controlled substance involved between those two offenses. Prop. 47 makes no distinction based on the nature of the controlled substance, so it would impose misdemeanor penalties even for possession of significant quantities of substances such as methamphetamine, or for possession of ketamine or GHB, both known to be date-rape drugs.
- Allow certain offenders previously convicted of the above crimes to apply for reduced sentences. This is expected to result in the release of an estimated 10,000 inmates. Newly sentenced offenders in the affected categories would be sentenced to county jails, many of which are already at capacity or overcrowded due to the implementation of 2011’s AB 109, Public Safety Realignment.

League Position: Oppose

By reclassifying a series of what are felony or felony/misdemeanor offenses as outright misdemeanors, this measure will trigger significant public safety policy changes with respect to crimes such as theft of firearms and drug possession, including the possession of date-rape drugs. As drafted, it appears to be quite broad and treats nearly all instances of specified offenses with the same general rule, in a fashion that may not promote public safety. In addition, it will likely lead to changes in the prison inmate population, the county jail population, and what is known as the population of [AB 109](#) offenders who are in and out of county jails.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: October 21, 2014
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Ron Karlen, Fire Division Chief
SUBJECT: Purchase of one new Off-Road Utility Vehicle

RECOMMENDATION:

Adopt a resolution authorizing a budget amendment to the Fire Department budget not to exceed \$16,366.00. This amount includes the purchase of the off-road utility vehicle, tow trailer, emergency lighting, emblems, striping and accessories.

BACKGROUND:

This past year the Winters Fire Department responded to several vegetation fires in Putah Creek. The Fire Department struggled due to not having the appropriate resources to effectively fight these fires. The creek provides a challenge due to access issues and typical fire apparatus are not able to get close for extinguishment.

The Dixon Fire Department utilizes an off-road side-by-side utility vehicle (UTV). It is capable of hauling firefighting equipment down into the creek where fire apparatus cannot access. Portable pumps and hose are the main suppression

equipment needed to extinguish a creek fire. This application allows the usage of water from the creek during suppression operations, which is more efficient. The UTV is also capable of delivering water and food to firefighters on the line in remote situations. The Dixon Fire Department responded its UTV to Winters to help support the firefighting efforts. However, the Dixon UTV is not always readily available for responses to Winters.

This vehicle will also be utilized for other fire department missions including search and rescue operations in the mountains, Emergency Medical Services during the Youth Day Parade, downtown community functions and fire suppression/operational activities in remote areas.

New Vehicle Specifications

The new UTV will be built with the following specifications:

- 2015 manufactured Full Size
- 3-person carrying capacity
- 4 wheel drive, all wheel drive
- LED Lighting
- Dual A-arm suspension
- 4-wheel hydraulic disc brakes
- 1,500 lb. payload
- 2-inch tow receiver

FISCAL IMPACT:

The Fire Department did some research on different types of UTV's and compared costs. The decision was made to go with the Polaris model due to the cost savings and the ability to take it close by for service and maintenance. The cost to the purchase the Polaris 570 UTV is \$13,367.00. This includes the UTV with additional accessories such as front windshield, roof and rear window protection. Additionally, a trailer for towing the UTV will need to be purchased which will cost approximately \$2,000.00 including tow accessories. emergency lighting and emblems will cost \$1,000.00. The total project cost will be \$16,366.00.

Scott Dozier's family requested the memorial donation funds be utilized to purchase a piece of equipment for the fire department. Mike Martin's father, Tony Martin passed away since then and people donated money to the fire department on his

behalf. The Golden Bear Estates Landowners Association also donated a check to the fire department for their efforts during the Monticello Fire Incident. The Fire District Commissioners support the project and have authorized funds to be utilized. The shortage of funds remaining will be supported by the City/Volunteer Association to finalize the project.

The price breakdown is as follows:

2015 Polaris 570 UTV	\$12,248.00
Roof, windshield, rear window	\$1,118.00
Tow trailer	\$2,000.00
Code three lighting and emblems	\$1,000.00
Total Project not to Exceed	\$16,366.00

The donation/funding proposed breakdown is as follows:

Scott Dozier Memorial Fund	\$3,320.00
Tony Martin Memorial Fund	\$750.00
Golden Bear Estates Landowner Association	\$3,400.00
Fire District Commissioners	\$5,000.00
City Contributions	\$1,948.00
Volunteer Contributions from Shrimp Feed Dinner	\$1,948.00
Total Funds for Project	\$16,366.00

Increase in expenditures of \$1,948.00 for fund 427 would be the only cost to the City for the purchase of the UTV.

ATTACHMENTS:

1. Resolution

A Resolution of the City Council of the City of Winters Authorizing a Budget Amendment to the Fire Capital Outlay Budget Not to Exceed \$16,366.00, which Includes the Purchase of the Off-road Utility Vehicle, Tow Trailer, Emergency Lighting, Emblems, Striping and Accessories

WHEREAS, The City of Winters Fire Department is in need of purchasing an off-road side-by-side utility vehicle (UTV) and,

WHEREAS, Staff is recommending to purchase a Polaris UTV 570 UTV including accessories for the project and,

WHEREAS, the City of Winters will be the collection point for funds received from donations, the Fire District Board and the Volunteer Association that will support the project.

WHEREAS, the City and Volunteer Association will make up the difference from the donations, Fire District Board to complete the project with a total amount not to exceed \$16,366.00.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Winters, that the City Manager John Donlevy is authorized to amend the Fire Department Budget on behalf of the City and through the City Manager, the Fire Chief is directed to finalize the purchase of a UTV and accessories. And increase expenditures for Fund 427 in the amount of \$1,980.00

DULY AND REGULARLY ADOPTED this 21st day of October, 2014 by the following vote:

Ayes:

Noes:

Absent:

Abstain:

CITY OF WINTERS

Cecilia Aguiar Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk



SUCCESSOR AGENCY TO THE DISSOLVED WINTERS
COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT

TO: Honorable Chair and Members of the Successor Agency to the Dissolved Winters
Community Development Agency

DATE: October 21, 2014

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

FROM: Shelly A. Gunby, Director of Financial Management *Shelly*

SUBJECT: Consideration of Resolution SA-2014-07 approving and adopting a Revised Long-
Range Property Management Plan pursuant to Health and Safety Code Section
34191.5

RECOMMENDATION:

It is recommended that the Successor Agency adopt Resolution No SA-2013-11 approving and adopting a Revised Property Management Plan and submitting the Property Management Plan to the Oversight Board for approval

BACKGROUND:

Following dissolution of the Winters Community Development Agency ("Agency"), the City elected to become the successor agency to the Agency by Resolution No.2012-02 dated January 17, 2012 (the "Successor Agency"). Pursuant to Health and Safety Code Section 34173(b), the Successor Agency is now a separate legal entity from the City.

Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan ("Property Management Plan") that addresses the disposition and use of the real properties of the former Agency. The Property Management Plan must be submitted to the Oversight Board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion.

Health and Safety Code Section 34191.5(a) established a Community Redevelopment Property Trust Fund (the "Trust"), administered by the successor agency, to serve as the repository of the former redevelopment agency's real properties. Health and Safety Code Section 34191.4(a) requires that all real property and interests in real property of the former Agency (unless the property is subject to the requirements of any existing enforceable obligation) shall be transferred to the Property Trust Fund upon approval by the Department of Finance of the Property Management Plan.

DISCUSSION/ANALYSIS

The Property Management Plan required under Health and Safety Code Section 34191.5(b) must include an inventory of all properties of the former Agency in the Trust. The inventory must include the date of the acquisition of the property and the value at the time of acquisition, and an estimate of the current value of the property; the purpose for which the property was acquired; parcel data, including address, lot size and current zoning; an estimate of the current value of the parcel, including any appraisal information, if available; an estimate of any lease, rental or any other revenues generated by the property, and a description of the contractual requirement for the disposition of those funds; the history of environmental contamination, including designation as a brownfield site, any related environmental studies, and history of any remediation efforts; a description of the property's potential for transit-oriented development and the advancement of the planning objectives of the Successor Agency, and a brief history of previous development proposals and activity, including the rental or lease of property.

The Property Management Plan must also address the use or disposition of all the properties in the Trust, including retention of the property for governmental use, the retention of the property for future development, the sale of the property, or the use of the property to fulfill an enforceable obligation. The Property Management Plan must separately identify and list properties in the Trust dedicated to governmental use purposes and properties retained for purposes of fulfilling an enforceable obligation.

Health and Safety Code Section 34191.5(c)(2) provides that (a) if the Property Management Plan directs the use or liquidation of the property for a project identified in an approved redevelopment plan, the property shall transfer to the City; and (b) if the Property Management Plan directs the liquidation of the property or the use of revenues generated from the property, such as lease or parking revenues, for any purpose other than to fulfill an enforceable obligation or for use for a project identified in an approved redevelopment plan, the proceeds from the sale shall be distributed as property tax to the taxing entities.

The Property Management Plan must be submitted to the Oversight Board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion, The Agency received the finding of completion on June 12, 2013. The Property Management Plan is not effective until it has been approved by the Department of Finance. Health and Safety Code Section 34191.5(2)(C) provides that property shall not be transferred to a successor agency, city, county or city and county, unless the Property Management Plan has been approved by the Oversight Board and the Department of Finance.

The Property Management Plan was approved on July 2, 2013 by the Successor Agency with Resolution SA-2013-01 and by the Oversight Board on July 8, 2013 with Resolution OB-2013-06. The Property Management Plan was submitted to the Department of Finance on July 8, 2013 immediately after the Oversight Board Meeting. Staff brought a revised Property Management Plan to the Successor Agency on August 20, 2013 and the Successor Agency approved Resolution SA-2013-04 on that date. The Oversight Board to the Successor Agency approved Resolution OB-2013-09 on August 26, 2013 and staff submitted the revision to the Department of Finance on August 28, 2013. The

property management plan was further revised on December 3, 2013 and approved by the Department of Finance on December 20, 2013.

After utilizing the Property Management Plan this past several months, it has come to our attention that one property, the remaining Grant Avenue parcel, Site 5, had a disposition in the Property Management Plan that made it difficult to move forward the Domus Affordable Senior Housing Project. In the approved Property Management Plan, we stated that the property would be transferred to the City in furtherance of redevelopment activities. We are requesting that the disposition be changed from Transfer to the City to sell the site to a Developer for the development of a Senior Affordable Housing Project. The cost of the City purchasing the property and the time it takes to get all the other taxing entities to execute an agreement to transfer the property to the City is problematic for the timing of the Domus Project. We are also requesting that all proceeds of the sale be remitted to the Yolo County Auditor Controller for distribution to the affected taxing entities. The changes are reflected in the attached page 13 and 14 of the approved Long Range Property Management Plan, with changes tracked for ease of seeing the revisions.

Changing the disposition allows the following:

1. Sale to take place between Domus and the Successor Agency Upon Oversight Board Approval.
2. Disposition of Property in a much more expedited manner, which is the intent of Department of Finance and the State of California regarding former Redevelopment Agency Property.
3. The ability for Domus to be able to provide evidence of control of the property for the purposes of financing and grant applications.
4. Eliminates the City of Winters from having to purchase the property from the Successor Agency, and therefore doesn't tie up cash needed for other projects.

FISCAL IMPACT:

No City of Successor Agency funds are involved with the adoption of the Property Management Plan.

ATTACHMENTS:

1. Successor Agency Resolution SA-2014-07 approving and adopting the Property Management Plan.
2. Revised Property Management Plan pages 13-14

Site 5

Owner/Title

- Successor Agency to the Dissolved Winters Community Development Agency
Successor Agency to the Dissolved Winters Community Development Agency

Address/Parcel Number

- No address assigned
- 003-370-029 (new lot 3 after lot line adjustment)

Current Use/Description

- Vacant Land
- The Site is currently vacant located on Grant Avenue, between East Street and Morgan. Grant Avenue is the main entrance to the City of Winters from the East.

Acquisition Date/Acquisition Property Value/Acquisition Purpose

- 4/30/09
- \$337,444

Parcel Size

- 128,318 square feet after lot line adjustment
- 2.95 acres after lot line adjustment

Current Zoning

- C2-Central Business District

Estimate of Current Value/Property Revenue

- Appraised Value on 3/15/11 \$484,159
- n/a

History of Environmental Contamination

- No record of environmental studies

Potential for Transit-Oriented Development/Use or Disposition of Property/Advancement of the Planning Objective of the Successor Agency

- This property is directly adjacent to public transit stop
- Transfer to City of Winters for implementation of Redevelopment Plan.
- Advance the Economic Development objective of the Successor Agency
- This site is a portion of a larger area consisting of three parcels along Grant Avenue acquired by the Community Development Agency. The Successor Agency anticipates that the three parcels constituting the overall property will be reconfigured via one or more lot line adjustments to create three or more legal parcels suitable for development. The site referred to in this Plan as Site 5 is intended to refer to the

RESOLUTION NO. SA-2014-07

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE DISSOLVED WINTERS COMMUNITY DEVELOPMENT AGENCY AMENDING THE ADOPTED LONG-RANGE PROPERTY MANAGEMENT PLAN PURSUANT TO HEALTH AND SAFETY CODE SECTION 34191.5

WHEREAS, pursuant to Health and Safety Code Section 34173(d), the City of Winters elected to become the successor agency to the Winters Community Development Agency (“Successor Agency”) by Resolution No. 2012-02 on January 17, 2012; and

WHEREAS, pursuant to Health and Safety Code Section 34173(g), the Successor Agency is now a separate legal entity from the City; and

WHEREAS, Health and Safety Code Section 34191.5(b) requires the Successor Agency to prepare a long-range property management plan (“Property Management Plan”) that addresses the disposition and use of the real properties of the former redevelopment agency; and

WHEREAS, Health and Safety Code Section 34191.5(b) also requires the Successor Agency to submit the Property Management Plan to the Successor Agency’s oversight board and the Department of Finance for approval no later than six months following the issuance to the Successor Agency of the finding of completion pursuant to Health and Safety Code Section 34179.7; and

WHEREAS, the Successor Agency received an approval on December 20, 2013 for the Long-range Property Management Plan that contains all the information required under Health and Safety Code Section 34191.5; and

WHEREAS, all other legal prerequisites to the adoption of this Resolution have occurred.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. CEQA Compliance. The approval of the Property Management Plan through this Resolution does not commit the Successor Agency to any action that may have a significant effect on the environment. As a result, such action does not constitute a project subject to the requirements of the California Environmental Quality Act. The City Clerk is authorized and directed to file a Notice of Exemption with the appropriate official of the County of Yolo, California, within five (5) days following the date of adoption of this Resolution.

Section 3. Approval of Amended Property Management Plan. The Successor Agency hereby approves the Amendment to the Property Management Plan, in substantially the form currently attached to this resolution.

Section 4. Transmittal of Property Management Plan. The Director of Financial Management is hereby authorized and directed to take any action necessary to carry out the purposes of this Resolution and comply with applicable law regarding the Amendment to the Property Management Plan, including submitting the Amendment to the Property Management Plan to the Successor Agency's oversight board for approval, and to the State of California Department of Finance, and posting the amended Property Management Plan on the Successor Agency's website.

Section 5. Effectiveness. This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED AND ADOPTED at a regular meeting of the Successor Agency to the dissolved Winters Community Development Agency on the 21st day of October , 2014, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

W. Keith Fridae, Chair

ATTEST:

Secretary