



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 3, 2015
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*

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, February 17, 2015 (pp. 5-8)
- B. Fire Department Grant Application Authorization – FEMA Staffing for Adequate Fire and Emergency Response (SAFER) Grant – (pp. 9-11)
- C. Amend Wallace-Kuhl Agreement for Groundwater Monitoring Services, not to exceed \$8,800 (pp. 12-15)
- D. Concrete Slab Demolition Under Old Fire House Building (pp. 16)
- E. Street Closure Request & Amplified Sound Permit for the Buckhorn Monthly Car Show (pp.17-20)
- F. Street Closure Request for the Davis Bike Club's Double Century Bike Ride (pp. 21-23)
- G. Claim Against the City of Winters – Patricia Havens (pp. 24-30)
- H. Claim Against the City of Winters – Anthony Lopes (pp. 31-33)
- I. Proclamation Recognizing March as Women's History Month (pp. 34)
- J. Authorize Issuance of Amendment to Professional Services Contract for Environmental Consulting Services to BSK Associates for Environmental Mitigation Services for the Walnut Park Construction Project (APN# 003 360 025) (pp. 35-50)
- K. Purchase of ATV for Public Works Department (pp. 51)

PRESENTATIONS

Bridge Project Update- Bob Liu, Solano County Senior Civil Engineer and Bridge Project Manager

DISCUSSION ITEMS

- 1. Kennedy Jenks Chromium VI Compliance Proposal (pp. 52-62)
- 2. Resolutions 2015-06 (General Plan Amendment), 2015-07 (Water Distribution Facility Improvement) and 2015-08 (SERAF Loan) and Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and the Former Community Development Agency of the City of Winters (pp. 63-90)

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

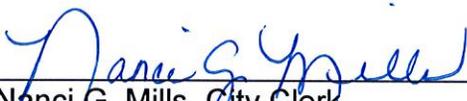
1. Resolutions SA-2015-01(General Plan Amendment), SA-2015-02 (Water Distribution Facility Improvement) and SA-2015-03 (SERAF Loan) and Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and the Former Community Development Agency of the City of Winters (pp. 91-118)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 3, 2015 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on February 26, 2015, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

Questions about this agenda – Please call the City Clerk's Office (530) 794-6701. Agendas and staff reports are available on the city web page www.cityofwinters.org/administrative/admin_council.htm

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

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

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

How to obtain City Council Agendas:

*View on the internet: www.cityofwinters.org/administrative/admin_council.htm
Any attachments to the agenda that are not available online may be viewed at the City Clerk's Office or locations where the hard copy packet is available.*

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on February 17, 2015

Mayor 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 Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief Sergio Gutierrez, Building Official Gene Ashdown, Housing Programs Economic Development Manager Dan Maguire, Police Officers Jose Hermosillo and Morgan Hatcher, and Management Analysts Jenna Moser and Tracy Jensen.

Edgar Chavez led the Pledge of Allegiance.

Approval of Agenda: Motion by Council Member Fridae, second by Council Member Neu to approve the agenda with no changes. Motion carried by the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, February 3, 2015
- B. Public Improvement Agreement for "Mermod Parcel"

City Manager Donlevy gave an overview. Motion by Council Member Cowan, second by Council Member Fridae to approve the Consent Calendar. Motion carried with the following vote:

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

PRESENTATIONS

Mayor Aguiar-Curry read aloud the proclamation, acknowledged Elly Fairclough for all of the work she has done on behalf of the City of Winters, and presented her with the Proclamation. City Manager Donlevy said the North Bank Trail recently won an award, due in large part to Elly's help in navigating through Fish & Wildlife. She has left her mark on things you currently see and things you will see and thanked Elly on behalf of the entire staff.

Council Member and 1974 Eagle Scout Wade Cowan presented Proclamations to honor three local young men who have attained the level of Eagle Scout. Those being honored were Brandon Freed, Colwyn Martin and Tynum Spalding.

Police Chief Sergio Gutierrez provided the background on and introduced Police Officer Morgan Hatcher, who has become a public servant while following in the footsteps of her parents. Officer Hatcher was then sworn in by City Clerk Nanci Mills and was welcomed to the City of Winters by Council and staff.

Steve Jensen, the Tobacco Education Program Coordinator with the Yolo County Department of Health & Human Services introduced Kari Hess, Yolo County's Youth Coalition Outreach Specialist, and Colwyn Martin, President of WHS's Friday Night Live, who gave a power point presentation. Council discussion included the possible inclusion of flavored tobacco in any ordinance, enforcement jurisdiction, and the cost of enforcement.

DISCUSSION ITEMS

- 1. Consideration of a Winters Tobacco Sales Ordinance

Council provided direction to City Attorney Walsh to prepare an ordinance similar to the City of Davis ordinance that was provided by the County, with the option to eliminate the private enforcement provisions and to include language that would ban flavored tobacco sales and e-cigarettes.

2. City of Winters Comprehensive Annual Financial Report (CAFR) for Year Ending June 30, 2014

Director of Financial Management Shelly Gunby gave an overview of the CAFR for the period 7/1/13-6/30/14, which is published annually. Mayor Aguiar-Curry asked about unfunded liability and Shelly said it was due to PEPRA (Public Employees' Pension Reform Act of 2013), explaining the provisions of PEPRA and City Manager Donlevy explained to Council how the City will pay off the debt. Council Member Cowan also asked about the outstanding bond debt. Council Member Fridae asked Shelly to make some typographical corrections. Mayor Aguiar-Curry thanked Shelly for a great report.

3. Lease Agreement Between the City of Winters and Charley Wallace for that Certain Property at 201 First Street, Winters, CA

Council Members Anderson and Fridae recused themselves due to a possible conflict of interest.

Housing Programs and Economic Development Manager Dan Maguire gave an overview of the lease (\$800/month for 60 months with the potential for an additional 60 months.) City staff is installing an ADA-compliant unisex bathroom, obtaining bids to re-roof the building and will repair the windows that are damaged as per Section 7, Maintenance and Repair. As per Section 4, Rent, the tenant shall be allowed to offset 50% of the lease rent, on a monthly basis, up to a total of \$10,000 to pay for any existing conditions that are needed to be addressed for the operation of his business. As per Section 6, any sums owed by tenant, including taxes, are to be considered "additional rent" and are to be paid to the landlord. Charley indicated this will probably be a permanent move as the newspaper presses will be moved into the building and will likely re-write the lease in five years. Charley will be putting in new interior walls and will use the doors on Russell Street as the entryway.

Motion by Council Member Neu, second by Council Member Cowan to approve the lease, with the City repairing any damaged windows. Motion passed with the following vote:

AYES: Council Members Cowan, 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: The City is about ready to click into 5 extremely busy months. Staff will put together a calendar to include PG&E workshops and public hearings so that everyone is on the same page. Will meet with Council regarding goal setting; need to lay groundwork for capital projects; Staff will look for direction regarding pension and unfunded liability. This is a busy time for us.

INFORMATION ONLY

1. November 2014 Investment Earnings Report
2. November 2014 Treasurer Report
3. December 2014 Investment Earnings Report
4. December 2014 Treasurer Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:33 p.m.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Aaron McAlister, Fire Chief
SUBJECT: FEMA SAFER Grant Application Authorization

RECOMMENDATION:

Adopt Resolution 2015-10 authorizing the Fire Department to apply to the Federal Emergency Management Agency (FEMA) Staffing for Adequate Fire and Emergency Response (SAFER) grant program to fund three (3) Firefighter or Firefighter/Engineer positions for a period of two years, in the amount of \$389,010.

BACKGROUND:

The Federal Emergency Management Agency makes grants available on a competitive basis to fire departments across the country. These grants are intended to help communities who are rebounding from the economic downturn; communities who have a need to fill positions and might be able to sustain the funding for those positions in the future.

The Fire Department currently has three (3) Captains who serve as the shift supervisor and many times the operator of the fire engine. In full time larger fire department engines are staffed by Captains, Engineers and Firefighters where these roles are clearly defined. In Winters, sometimes the Captain is also the Engineer. Having one operator essentially prohibits us from "splitting" crews to respond two units simultaneously in certain situations.

As the Community of Winters grows, the next natural step for staffing growth in the Fire Department is the addition of a second full time position on each shift. This second full time position would be the fire engine operator and would enable the department to be more creative with staffing of equipment. The bulk of the firefighters would remain the reserve program that is in place today.

The FEMA SAFER program, if awarded, would allow us to bridge this gap by providing the funding for a period of two (2) years. If the City is not able to sustain the funding for these positions after two years, the staff could be furloughed without penalty.

By the increasing on-duty staffing, the effectiveness of the first arriving crews will be increased. This translates to increased safety on the fire ground for both firefighters and the public alike. This brings the Fire Department into greater compliance with national standards such as NFPA 1710 and 1720, the standards for fire department staffing.

The action before council is only authorizing the application. If awarded, we would return to council for authorization to accept.

FISCAL IMPACT:

This grant, if funded by FEMA at the full three position level, will provide \$389,010 for the three positions, for a 24 month period, based on current cost projections. There is no local match required.

ATTACHMENTS:

1. Resolution

RESOLUTION No. 2015-10

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
AUTHORIZING THE FIRE DEPARTMENT TO APPLY TO THE FEDERAL
EMERGENCY MANAGEMENT AGENCY (FEMA) STAFFING FOR ADEQUATE
FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM TO FUND
3 FIREFIGHTER/ENGINEER POSITIONS FOR A PERIOD OF
TWO YEARS IN THE AMOUNT OF \$389,010.**

WHEREAS, the Fire Department has identified an opportunity to apply for federal funding to increase the daily staffing of the Fire Department, and,

WHEREAS, the Fire Department has identified three Firefighter/Engineers as the next step for growth in the career positions; and,

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

1. The Fire Chief, through the City Manager is authorized to file such application and is directed to return to the City Council should an award be received.

PASSED AND ADOPTED THIS 3rd DAY OF MARCH 2015, BY THE FOLLOWING VOTE:

**AYES:
NOES:
ABSENT:
ABSTAIN:**

CITY OF WINTERS

Cecilia Aguiar Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Amend Service Agreement No. 005-13 with Wallace-Kuhl & Associates to continue Landfill Monitoring Services for 2015 in the amount not to Exceed \$8,800.

RECOMMENDATION: Approval to amend Service Agreement No. 005-13 with Wallace-Kuhl & Associates (WKA) to continue Landfill Monitoring Services for 2015 in the amount not to Exceed \$8800.

BACKGROUND: The City currently has a service agreement with Wallace- Kuhl & Associates to perform the required semi-annual groundwater monitoring at the former Winters Landfill. Staff recommends continuation of this contract with WKA through 2015. Services will be provided on a time and expense reimbursement basis. Sampling and subsequent reports will be done by June and December 2015. There are three monitoring wells at the site. Two of the three monitoring wells have been affected by the drought and are dry or nearly dry for the last year or so. This proposal includes the added task of measuring the groundwater in March to determine if the groundwater has been recharged to enable sampling or if new well will need to be developed for subsequent required sampling.

Ongoing monitoring of the ground water is required by the RWQCB. It is not unusual for the RWQCB to require groundwater monitoring for closed landfills and other sites indefinitely. The findings from the monitoring over the last few years have shown that the site does appear to be influenced by water migrating from the landfill materials.

WKA has continued to provide reliable and thorough monitoring services for the City

FISCAL IMPACT: The monitoring fees are estimated at \$7,000.00 annually and will be funded through the Landfill Fund.

January 20, 2015

Ms. Carol Scianna
City of Winters Department of Public Works
318 First Street
Winters, CA 95694-1923

Proposal for Semi-Annual and Annual Groundwater Monitoring
WINTERS FORMER LANDFILL – 2015 MONITORING PROGRAM
County Road 33 and County Road 88
Winters, California
WKA Proposal No. 3PR15010

Dear Ms. Scianna:

Wallace-Kuhl & Associates, Inc. (WKA) is pleased to provide the City of Winters an estimated budget for two semi-annual groundwater sampling events to collect groundwater samples from three shallow groundwater monitoring wells that are in the vicinity of the Winters Former Landfill. WKA has performed these services since 2009. This scope outlined below is in general conformance with the California Regional Water Quality Control Board, Central Valley Region (CVRWQCB) City of Winters Landfill Revised Monitoring and Reporting Program (MRP) (5-00-802) dated September 11, 2001. The purpose of this proposal is to establish a scope, fee and agreement for required work in the 2015 calendar year.

Scope of Services

WKA suggests a scope of services that is comprised of the activities that are listed below:

- Collection and laboratory analyses of groundwater samples according to the MRP semi-annual schedule for groundwater monitoring;
- Collection and laboratory analyses of groundwater samples according to the MRP annual schedule for groundwater monitoring;
- Preparation of a semi-annual groundwater monitoring report;
- Preparation of an annual groundwater monitoring report;

- Submit data electronically to the California State Water Quality Control Board's GeoTracker database.

Schedule

WKA will collect groundwater samples from the three monitoring wells (MW-1, MW-2, and MW-4) during June and December 2015. WKA will provide draft reports for the City's consideration at least two weeks prior to the deadline for submitting the reports to the CVRWQCB. WKA will submit the Semi-Annual monitoring report to the CVRWQCB by July 15, 2015. WKA will submit the Annual monitoring report to the CVRWQCB by January 15, 2016.

Additional Services

Three shallow groundwater monitoring wells exist at the Site. Due to drought conditions, the shallow groundwater surface is falling, which has caused monitoring well MW-1 to be dry and monitoring well MW-2 to become nearly dry (MW-2). During 2014, only monitoring wells MW- and MW-4 could be sampled. WKA estimates that MW-2 will become dry if drought conditions continue into 2015. With only two wells in place, groundwater elevation and gradient contours were not calculated as required in the MRP. With water levels continuing to fall in MW-2, the Site is at risk falling further away from compliance with the MRP. WKA proposes to measure the groundwater level in the three on-site wells in February 2015 in order to determine if new wells must be installed before the first semi-annual sampling is to be completed in the second quarter of 2015. Following the field measurements, WKA will prepare a letter detailing field activities, results, and recommendations if necessary

Compensation

WKA proposes to perform the scope of work described herein for a fee of \$8,800, which is summarized in the following table.

Activity	Budget
Perform 2015 Semi-Annual Monitoring Event	\$3,600
Perform 2015 Annual Monitoring Event	\$4,000
Groundwater Level Measurement	\$1,200
Total	\$8,800

Closing

If this proposal is acceptable, please issue a City of Winters Consultant Services Agreement referencing this letter.

WKA appreciates receiving this opportunity to assist the City of Winters in monitoring conditions at the former landfill. WKA looks forward to providing the City with environmental, geotechnical, and materials testing services for its future projects.

Please call either me if you have any questions regarding this proposal.

Sincerely,

Wallace-Kuhl & Associates



Bryan C. Yates
Environmental Specialist



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Concrete Slab Demo Under Old Firehouse Building (10 Abbey St)

RECOMMENDATION: Council approval to execute contract agreement with VacaValley Excavating & Trucking, Inc. to remove approximately 22,750 sq ft of concrete slab at 10 Abbey St.

BACKGROUND: As Council is aware, the old firehouse building needs to be removed from 10 Abbey St to be replaced by a new hotel. After the building is taken down, the concrete slab needs to be removed from the property as part of the agreement with the hotel developers. Staff has taken bids from three different contractors to do the demo work of removing the slab, two local and one from Vacaville. VacaValley Excavating & Trucking was the lowest bidder at \$33,159.00. The other two bids came in at \$70,705.00 and \$108,694.00. Public Works staff will also be a part of demoing the inside portion of the old office buildings on this site to keep the cost down but will need funding for equipment rental and unforeseen obstacles. This budget will cover the concrete demo and the building demo.

FISCAL IMPACT: Total amount not to exceed \$60,000.00



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: Request for Street Closure and Amplified Sound Permit for
The Buckhorn Monthly Car Show

RECOMMENDATION:

Staff recommends the approval of the Request for Street Closure of Main Street & East Main Street between First Street and Elliot Street to allow for The Buckhorn to sponsor a Car Show on the second Tuesday of each month from March through October from 4:30 p.m. to 10:00 p.m. The specific dates include: March 10, April 14, May 12, June 9, July 14, August 11, September 8, and October 13, 2014. Staff is also recommending the approval of the accompanying Amplified Sound Permit Application.

BACKGROUND:

Linda Rodriguez of The Buckhorn has requested the closure of Main Street and East Main Street between Elliot Street and First Street and the approval of the Amplified Sound Permit Application for the dates specified above.

Ms. Rodriguez has also notified the Main Street/East Main Street business owners located between Elliot Street and First Street of the requested closure dates and pending amplified sound permit between March and October. She has provided the names and signatures of those business owners who have acknowledged and agreed to these requests. She has requested that closure notification be posted on all affected streets a minimum of 24 hours prior to the scheduled closures and barricades be placed at the Main/Railroad and Main/First intersections.

This event allows the community to come out, enjoy the spring, summer and fall evenings while strolling up and down Main Street, viewing the classic automobiles on display. As per the City's Street Closure Ordinance, this request requires Council approval of identified streets on the attached form.

FISCAL IMPACT: TBD (Police staff overtime, signage, barricade placement)



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: John Pickernel Organization: Buckhorn Steakhouse

Address: _____ Mailing Address: _____

Telephone: _____ Today's Date: 2-17-15

Streets Requested: Main Street to First St. & East Main St.

Date of Street Closure: 2nd Tuesday March - Oct Time of Street Closure: 4:30 - 10

Description of Activity: Car Show

Services Requested of City: Barricades & Street Closure Signs

APPROVED: _____ *Police Department* _____ *Public Works Department*

Date of Application: _____

To City Council: 3/3/15

Name of Person(s)/
Organization: Buckhorn Steakhouse

Contact: Linda Rodriguez

Business Address: 2 Main St.
Winters CA 95694

Telephone: 530-795-4503

Telephone: 530-795-4503

Type of Event: Monthly Car Show

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

Date/Time of Event: 2nd Tuesday March - October From: 4³⁰ pm To: 10⁰⁰ pm

Location/Address of
Event: Main Street and East Main Street
between Elliot and First Streets

Rated Output of Amplifier in Watts: _____

Number of Speakers: _____

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

Signature: 

For City Use Only

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

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

Police Department: Approved Denied Date: _____

Authorized Signature: _____

City Council: Approved Denied Date: _____

Authorized Signature: _____

City of Winters Request for Street Closure/Amplified Sound

Please provide a listing of the names and signatures of people living on the street (s) to be closed and acknowledging that they know why the closure is requested and that they agree to the closure. Attach additional sheets if necessary.

Pufan creek cafe	guel
Flu & Co	The Scoop
Cristina Gutierrez	- El Pueblo Meat
Metro PCS	- Victor. Quechua
MAIN STREET CORNER	XXXXXXXXXX
Karonne? Padilla	- First Northern Bank
midtown	Tienda
Jairos Quintana	La Bodega
Maria Gutierrez	Adryis
Lynnda Hines	Reststock
Bleekhorn	XXXXXXXXXX
Steady Eddies	XXXXXXXXXX
XXXXXXXXXX	Claymont
Ireland Agency	Michael
Angie Salas	winters Healthcare
Virginia Martinez	winters H.C.F Dental
XXXXXXXXXX	Pacific Ace Hardware
MIKES VELOCITY	Jesus Cruz



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services *Nanci*
SUBJECT: Request for Street Closure for the Davis Double Century Bike Ride

RECOMMENDATION:

Staff recommends the approval of the Request for Street Closure of Main Street between Railroad Avenue and Elliot Street on Saturday, May 16th from 5:30 a.m. to 8:30 a.m. to allow for a rest stop for the 2015 Davis Double Century Cycling event.

BACKGROUND:

The ride starts at the [US Bicycling Hall of Fame](#) at the corner of 3rd and B Streets in downtown Davis. The first rest stop, after 24 miles, is in the City of Winters. The route then climbs over Lake Berryessa and runs north through the hills in east Napa County to Middletown and Lower Lake in Lake County for lunch. After a long climb up to Resurrection at the Lake/Yolo county border, the road descends through Cache Creek Canyon and Capay Valley back to the Central Valley farmland and the finish at the US Bicycling Hall of Fame in Davis.

FISCAL IMPACT: TBD (signage, barricade placement)



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>PIERRE NEU</u>	Organization: <u>DAVIS BIKE CLUB</u>
Address: <u>204 MAIN ST</u>	Mailing Address: <u>610 3RD ST. DAVIS, CA</u>
Telephone: <u>530 795-0606</u>	Today's Date: <u>1/23/2015</u>
Streets Requested: <u>MAIN ST FROM RAILROAD TO ELLIOT</u>	
Date of Street Closure: <u>MAY 16TH 2015</u>	Time of Street Closure: <u>5:30AM-8:30AM</u>
Description of Activity: <u>DAVIS DOUBLE CENTURY RESTSTOP</u>	
Services Requested of City: <u>NONE</u>	
APPROVED: _____ Police Department <u>CND</u> Public Works Department	



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: March 3, 2015

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

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*

SUBJECT: Claim Against the City of Winters – Patricia Havens

RECOMMENDATION:

It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FORM

CLAIM AGAINST: Winters Police Department
(For damages to persons or personal property)

DATE RECEIVED: (Stamp and Initial)

RECEIVED VIA:

U.S. Mail: _____
Over the counter X

A claim must be filed within SIX (6) MONTHS after which the incident or event occurred. Be sure your claim is against the City of Winters and not another public entity. Where space is insufficient, please use additional paper and identify information by paragraph number. Completed claims must be mailed or delivered to (do not fax or email):

City of Winters
City Clerk's Office
318 First St.
Winters, CA 95694

The undersigned respectfully submits the following claim and information relative to damage to persons and/or personal property:

A. Claimant's Name: Patricia L Havens
Address: 3898 Putah Ridge Trail
City/State/Zip: Winters CA 95694

B. Address to which the claimant desires notices to be sent:

Havens
610 2nd Street
Winters CA 95694

C. Date of the occurrence or transaction which gave rise to the claim asserted: 1-9-15

Place of occurrence: (Provide specific address if known and a description of the location.)

Intersection of Edwards St and Second St

D. The name or names of the public employee(s) causing the injury, damage, or loss, if known

Jose Ramirez

E. A general description of the indebtedness, obligation, injury, damage or loss incurred so far as it may be known at the time of presentation of claim. (Please be specific with your information and the actions leading up to the occurrence. Failure to provide a general report of the occurrence that allows the City to ascertain the events leading up to the indebtedness, obligation, injury, damage or loss may result in your claim being returned to you as initially denied due to incompleteness. Use additional paper as necessary.)

see attached traffic collision report - Damage to vehicle #2 - Nissan Truck consisting of tire, bumper, fender and possibly frame. Towing and storage negotiable.
(\$190) (\$50/day)

F. The amount claimed as of the date of presentation of the claim, including the estimated amount of any prospective injury, damage, or loss, insofar as it may be known at the time of presentation of the claim, together with the basis of computation of the amount claimed:

Damages claimed:

1. Amount claimed as of this date:	<u>\$ 2,500.00</u>
2. Estimated amount of future costs:	<u>+ 1,000.00</u> <u>Unknown</u>
3. Total amount claimed:	<u>= 3,500.00</u>

(Include copies of all bills, invoices, estimates, etc.)

G. Names and addresses of all witnesses, hospitals, doctors, etc.:

1. Jose Ramirez - Winters Police Department
2. _____
3. _____
4. _____

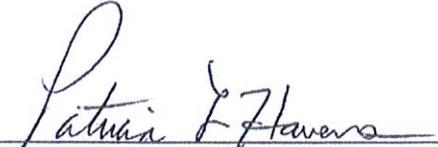
H. Any additional information that might be helpful in considering claim: _____

**WARNING: IT IS A CRIMINAL OFFENSE TO FILE A FALSE CLAIM:
(Penal Code 72; Insurance Code 556.1)**

I have read the matters and statements made in the above claim and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters I believe the same to be true. I certify under penalty of perjury that the foregoing is TRUE and CORRECT.

Signed this 21st day of January, of the year 2015 at

Winters, CA
(location)


CLAIMANT'S SIGNATURE

REGISTRATION VALID FROM 07/31/2012 TO 07/31/2013 TYPE 31 LICENSE NUMBER 5D56535

VEHICLE IDENTIFICATION NUMBER
1N6SD16S4SC392460

BODY TYPE MODEL
PK

DATE ISSUED
07/24/2012

CYLS.	DATE FIRST SOLD	CLASS
	00/00/1995	AB
TYPE VEH.	MP	AX
32P	G	2
WC	UNLAD	RIGID
B	02863	

MAKE	YR	Yr. Model
NISS	2009	1995
TOTAL FEES PAID		
\$87		
5700		

REGISTERED

HAVENS KATIE JOANNE
OR HAVENS PATRICIA LEE
3898 PUTAH RIDGE TRL
WINTERS CA 95694-9679

LIENHOLDER

0



W0008
R0069
L0003

145071120121504

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

L0020179

Shed
Stable
Machine
1915-1917
1918
1919
1920
1921
1922
1923
1924
1925
1926
1927
1928
1929
1930
1931
1932
1933
1934
1935
1936
1937
1938
1939
1940
1941
1942
1943
1944
1945
1946
1947
1948
1949
1950
1951
1952
1953
1954
1955
1956
1957
1958
1959
1960
1961
1962
1963
1964
1965
1966
1967
1968
1969
1970
1971
1972
1973
1974
1975
1976
1977
1978
1979
1980
1981
1982
1983
1984
1985
1986
1987
1988
1989
1990
1991
1992
1993
1994
1995
1996
1997
1998
1999
2000
2001
2002
2003
2004
2005
2006
2007
2008
2009
2010
2011
2012
2013
2014
2015
2016
2017
2018
2019
2020
2021
2022
2023
2024
2025
2026
2027
2028
2029
2030
2031
2032
2033
2034
2035
2036
2037
2038
2039
2040
2041
2042
2043
2044
2045
2046
2047
2048
2049
2050
2051
2052
2053
2054
2055
2056
2057
2058
2059
2060
2061
2062
2063
2064
2065
2066
2067
2068
2069
2070
2071
2072
2073
2074
2075
2076
2077
2078
2079
2080
2081
2082
2083
2084
2085
2086
2087
2088
2089
2090
2091
2092
2093
2094
2095
2096
2097
2098
2099
2100



416 RAILROAD AVENUE
 P.O. BOX 604
 WINTERS, CALIFORNIA 95694
 (530) 795-4513—24 HOURS
 CA # 385879

DATE 1-9-15	TIME 12 Noon	REQUESTED BY <i>Patricia</i>
LOCATION OF VEHICLE 2nd St and Edwards St		
Upon request, you are entitled to receive a copy of the Towing Fees and Access Notice		Time Start _____ Time Ended _____ Total Time _____ Truck # _____
YEAR 95	MAKE/MODEL/COLOR Nissan PU Red	LICENSE NO. 5D56535
REGISTRATION NO.	DRIVER Patricia Hawens	
ADDRESS 3876 Pinch Ridge Trail Winters CA 95694		
Start <input type="checkbox"/>	Lock Out <input type="checkbox"/>	Flat Tire <input type="checkbox"/>
Battery <input type="checkbox"/>	Wet <input type="checkbox"/>	Gas <input type="checkbox"/>
Brakes <input type="checkbox"/>	Flooded <input type="checkbox"/>	Wreck <input checked="" type="checkbox"/>
		Dolly <input type="checkbox"/>
		Flat Tow <input type="checkbox"/>
		Holst Tow <input type="checkbox"/>
TOWED TO 416 Railroad Ave, Winters, CA		
REMARKS Jan 9-23, 2015 14 days @ 150/day	TIME	
	MILEAGE CHG.	
	TOWING CHG.	190-
	LABOR CHG.	
	STORAGE CHG.	700
	til 23rd	
	TOTAL	890-
_____ (Serviceman's Signature)		
_____ (Authorized Signature)		



NO 2037

road service

Revised 3/13 - The Printing Shop of Dixon - 707.678.1000

will continue to increase
 daily \$ 50



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE: March 3, 2015

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

FROM: Nanci G. Mills, Director of Administrative Services/City Clerk *Nanci*

SUBJECT: Claim Against the City of Winters – Anthony Lopes

RECOMMENDATION:

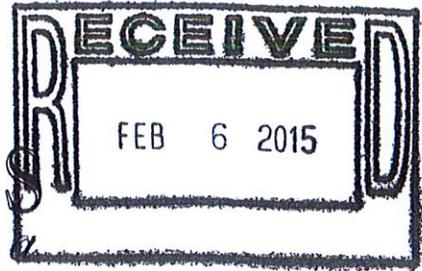
It is recommended that the City Council deny the claim and refer to Yolo County Public Agency Risk Management Insurance Authority (YCPARMIA).

BACKGROUND:

When the City of Winters receives a Claim for Damages to Person or Property, the claim is denied and referred to YCPARMIA to handle the investigation.

FISCAL IMPACT:

Not to exceed the City's \$1,000 deductible, with any costs in excess to come from funds pooled at the JPA.



CLAIM FOR DAMAGES
TO PERSON OR PROPERTY

TO: (Entity) City of Winter California

1. Claims for death, injury to person or to personal property must be filled out not later than six months after the occurrence. (Gov. Code Sec. 911.2)
2. Claims for damages to real property must be filled not later than 1 year after the occurrence.
3. Read entire claim form, both sides, before filing.
4. See page 2 for diagram upon which to locate place of accident.
5. This claim form must be signed on page 2 at bottom.
6. Attach separate sheets, if necessary, to give full details. SIGN EACH SHEET.

NAME OF CLAIMANT <u>Anthony Lopes</u>		Date of Birth of Claimant <u>03/28/1947</u>
Home Address of Claimant <u>26832 Plainfield Esparto CA</u> City and State <u>95627</u>		Occupation of Claimant <u>DELIVERY DRIVER</u>
Business Address of Claimant <u>711 Main St Woodland CA</u> City and State <u>95695</u>		Home Telephone Number <u>530-383-7964</u>
		Business Telephone Number <u>530 554 0085</u>
Give address and telephone number to which you desire notices or communications to be sent regarding this claim: <u>26832 Plainfield St Esparto CA</u>		
When did DAMAGE or INJURY occur? Date <u>Jun 20, 15</u> Time <u>5:30 AM</u>	Section 111 of the Medicare Medicaid & S-CHIP Extension Act requires the entity to report certain claims to the federal government. Please indicate if the claimant is: 65 years of age or older, or is receiving Social Security Disability Insurance Benefits for 24 or more months, or has End Stage Renal Disease. If yes, you may be required to provide additional information to process your claim. YES / NO (circle one)	
If claim is for Equitable Indemnity, give date claimant served with the complaint: Date _____		

Where did DAMAGE or INJURY occur? Describe fully, and locate-on-diagram on Page 2. Where appropriate, give street names and address and measurements from landmarks.
Rail Road going south to Betty Ct. hit Street Island

Describe in detail how the DAMAGE or INJURY occurred:
7 TIRES of vehicle on Left front and Left Rear Blow outs. Island was not properly visible. NO light REFLECTOR not visible.

Names of any employees involved in INJURY or DAMAGE:
Why do you claim the Entity is responsible? Anthony Lopes

Describe in detail each INJURY or DAMAGE:

The amount claimed, as of the date of presentation of the claim, is computed as follows:

Damages incurred to date (exact) <u>1-20-15</u>	Estimated prospective damages as far as known
Damage to property <u>2 tires \$65.00</u>	Future expenses for medical and hospital care.....\$ <u>0</u>
Expenses for medical and hospital care...\$ <u>0</u>	Future loss of earnings.....\$ <u>0</u>
Loss of earnings.....\$ <u>0</u>	Other prospective special damages.....\$ <u>0</u>
Special damages for <u>TOW</u>\$ <u>0</u>	Total estimate prospective damages.....\$ <u>0</u>
General Damages.....\$ <u>0</u>	
Total damages incurred to date.....\$ <u>65.00</u>	

Total amount claimed as of date of presentation of the claim: \$ 65.00 used tires

App said lots of people have it this Island that resulted in damage.

Was damage and/or injury investigated by police? Yes If so, what city? Winter CA
 Were paramedics or ambulance called? No If so, name city or ambulance No
 If injured, state date, time, name and address of doctor of your first visit _____

WITNESSES to DAMAGE or INJURY. List all person and addresses of persons known to have information:

Name <u>Police Officer Rondon</u>	Address <u>Winter</u>	Phone <u>530 554 5350</u>
Name <u>Brian Lane</u>	Address <u>834 5th St Winda</u>	Phone <u>530</u>
Name <u>Roberta Lopes</u>	Address <u>26832 Plainfield</u>	Phone <u>530 312-8133</u>

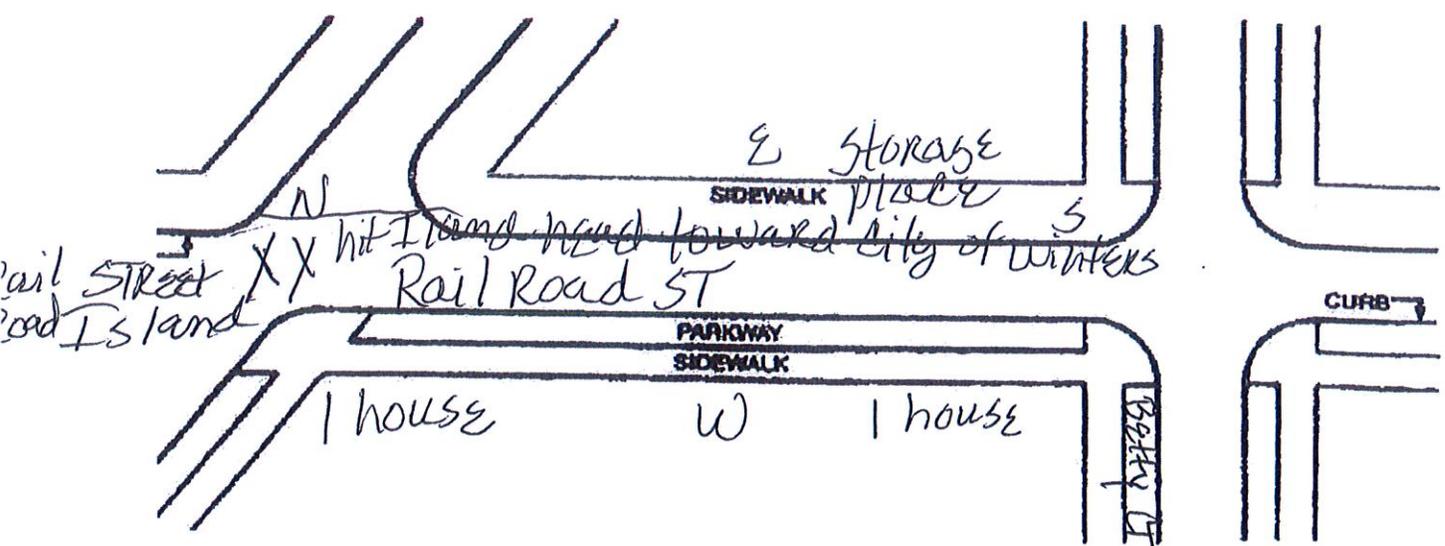
Esposito

DOCTORS and HOSPITALS

Hospital _____	Address _____	Date Hospitalized _____
Doctor _____	Address _____	Date of Treatment _____
Doctor _____	Address _____	Date of Treatment _____

READ CAREFULLY

For all accident claims place on following diagram names of streets, including North, East, South and West. Indicate place of accident by "X" and by showing house numbers or distance to street corners.	NOTE: If diagrams below do not fit the situation, attach hereto a proper diagram signed by claimant.
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------



Signature of Claimant or person filing on his behalf giving relationship to Claimant: <i>Anthony Lopes</i>	PRINT Name: <u>Anthony Lopes</u>	Date: <u>1-26-15</u>
---------------------------------------------------------------------------------------------------------------	-------------------------------------	-------------------------

NOTE: CLAIMS MUST BE FILED WITH THE CLERK OR GOVERNING BOARD (Gov. Code Sec. 915a). Presentation of a false claim is a felony (Pen. Code Sec. 72)



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
DECLARING MARCH 2015 AS YOLO COUNTY WOMEN'S HISTORY MONTH
"WEAVING THE STORIES OF WOMEN'S LIVES"**

WHEREAS, American women of every race, class, and ethnic background have made historic contributions to the growth and strength of our Nation in countless recorded and unrecorded ways and have served as early leaders in the forefront of every major progressive social change movement; and

WHEREAS, American women have played and continue to play a critical economic, cultural, and social role in every sphere of the life of the Nation by constituting a significant portion of the labor force working inside and outside of the home and by providing the majority of the volunteer labor force of the Nation; and

WHEREAS, the American women were particularly important in the establishment of early charitable, philanthropic, and cultural institutions in our Nation; and

WHEREAS, American women have been leaders, not only in securing their own rights of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor movement, the civil rights movement, and other movements, especially the peace movement, which create a more fair and just society for all; and

WHEREAS, despite these contributions, the role of American women in history has been consistently overlooked and undervalued, in the literature, teaching and study of American history; and

WHEREAS, Yolo County will highlight the stories of four women who were immigrants or descendents of immigrants who came to Yolo County from different countries as told by students of the Davis Senior High School Theater Arts Department; and

NOW, THEREFORE, BE IT PROCLAIMED by the City Council of the City of Winters, that March is designated as "Women's History Month", where women of character, courage and commitment are to be celebrated.

PASSED AND ADOPTED this 3RD day of March 2015.

ATTEST:

Cecilia Aguiar-Curry, MAYOR

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Authorize Issuance of Amendment to Professional Services Contract for Environmental Consulting Services to BSK Associates for Environmental Mitigation Services for the Walnut Park Construction Project (APN # 003 360 025)

RECOMMENDATIONS:

1) Receive the report from staff recommending the issuance of a Amendment to the contract for Professional Services for Environmental Consulting Services to be Used as a Basis for Environmental Mitigation for the Walnut Park Construction Project, and 2) Authorize the City Manager to execute a amendment to the contract with BSK Associates for the Consultant Services.

BACKGROUND:

The City is under contract to receive Prop 84 grant funds from the California State Parks and Recreation Department, having already received CDBG grant funds from the State's CDBG General Allocation Program. Funding from both sources is being utilized for the development of a new city park to be located on the 5 acre parcel (APN # 003 360 025) between Dutton Street and Walnut Lane due east of the new Orchard Village Apartments. The developer of the Orchard Village Apartments (Pacific West Companies) secured the services of the Municipal Resource Group ("MRG") to work with staff to prepare and submit the Statewide Park Program Grant application ("Prop 84") for the development of the 3.4 acre portion of the 5 acre park. MRG did substantial community outreach to assist in the preparation of the successful grant application, with the attached Landscape Master Plan being one of the resulting work products. This conceptual plan, along with the CDBG and Prop 84 grant contracts define the project deliverables.

As defined by the environmental report for Orchard Village, the park site includes .38

acres of seasonal wetlands that will need to be mitigated. The Prop 84 Grant included a \$200,000 budget for environmental mitigation. City Council approved a Professional Services Contract for BSK at the July 17, 2012 Council meeting. BSK prepared a Section 10 for environmental mitigation for the site, which the City submitted to California State Department of Fish and Wildlife in January of 2013. On February 3, 2014, Staff received communication from BSK that the City of Winters Section 10 application would not be reviewed. At the March 18, 2014 Council meeting, City Council authorized an addendum to the BSK contract to allow them to pursue a Section 7 consultation with the US Army Corp of Engineers ("USACE").

The Section 7 process with USACE resulted in additional requirements above and beyond the scope of work identified in the March 18, 2014 contract, including a Cultural Resources Study and NHPA Section 106 (SHPO) Consultation. Those additional tasks are outlined in the attached proposal. The additional costs for environmental services will be more than offset by the agreement (tentative) reached with USACE, who have agreed to define the area to be mitigated as seasonal wetlands rather than vernal pools, and have reduced the mitigation requirement from the original estimate of 3:1 to a new mitigation requirement of 1.3 to 1. This will result in a reduction in the cost of purchasing land bank mitigation from the original estimate of \$156,250 to a revised cost of approximately \$75,000.

FISCAL IMPACTS:

Total contract amendment cost is not to exceed \$26,850. The issuance of the Professional Services Contract Addendum will have no impact on City's General Fund or other City funds as expenses incurred in providing Park Project Environmental Mitigation Services are eligible for reimbursement under the terms of the Prop 84 Grant. Mitigation services are an eligible pre-construction cost under the terms of the Prop 84 Grant. Additionally, the increase in the estimated cost of environmental mitigation services will be more than offset by a reduction in the cost of preservation mitigation from the previous budget of \$156,250 to a new estimated cost of \$75,000 which will continue to be funded from the Prop 84 Grant.

ATTACHMENTS:

BSK Scope Element / Cost Estimate
BSK Consultant Services Agreement 004-14
USACE letter dated February 23, 2015



3140 Gold Camp Drive Suite 160
Rancho Cordova CA 95670
P 916.853.9293
F 916.853.9297
www.bskassociates.com

Sent via email:
john.donlevy@cityofwinters.org

February 13, 2015

BSK Project Number E1204801S

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

Subject: Contract Addendum #3 for the Walnut Park Project in Winters, California

Dear Mr. Donlevy,

BSK Associates (BSK) is pleased to submit this contract addendum for the Walnut Park project (project) in Winters, California. Our original scopes of work are outlined in our contract dated August 7, 2012 and contract addendum dated March 18, 2014. This contract addendum is presented to outline additional costs associated with assisting the City of Winters (the City) with the development of further environmental permitting for the project.

SCOPE OF SERVICES

Task 1 Supplemental USACE Agency Engagement for NWP Application

Building on the efforts authorized in Task Order 2, BSK will further engage relevant agencies to facilitate issuance of the Nationwide Permit (NWP) approval. This engagement will consist of the following activities:

- BSK will prepare responses to USACE comments on NWP materials
- BSK will conduct supplemental analysis of alternatives
- BSK will make an additional site visit to meet with USACE representatives
- BSK will prepare additional figures as specified by the USACE

Task 2 Cultural Resource Studies and NHPA Section 106 (SHPO) Consultation

Cultural resource studies, including a Native American tribal consultation and a NHPA section 106 (SHPO) consultation, are required by the U.S. Army Corps of Engineers (USACE) in order to secure NWP approval, per the November 20, 2014 letter sent to the City by Marc Fugler of USACE. BSK will perform cultural resource studies for the project as follows, in coordination with a cultural resources subconsultant:

- provide records search information
- conduct field work to survey the site for cultural resources, including completion of a DPR 523 form
- a consultation with the Native American Heritage Commission (NAHC) and relevant tribes to solicit comments and concerns regarding the proposed project
- a technical report prepared to the standards of section 106 of the National Historic Preservation Act (NHPA), which is required by the USACE and is outside of the original scope for the project. The report will be prepared to section 106 standards, following guidelines issued by the Advisory Council on Historic Preservation and the National Park Service. Six copies of the report will be produced for distribution to the State Historic Preservation Officer (SHPO), tribes, the North Central Information Center (NCIS), and the City

BUDGET

BSK proposes to complete the tasks identified in the above Scope of Services on an hourly time and materials basis. The project applicant will be billed monthly according to the provided 2015 Fee Schedule. In the event that additional hours or tasks are required, we will not proceed with extra services prior to receiving your authorization to do so.

COST ASSUMPTIONS

The following assumptions were used in preparing this scope of work, budget, and schedule:

- The level of effort described herein is our best estimate based on current knowledge of the proposed project as described by the project applicant.
- Should the estimated level of effort for completing technical reports, additional regulatory contacts, and other areas identified in the Scope of Services exceed the hours assumed, additional work would need to be authorized through a contract modification. BSK will strive to ensure that scope modifications are as few as possible and limited in cost.
- Any communication, outreach, or activities other than those proposed in this scope of work will require additional scope and budget for BSK.

SCHEDULE

BSK proposes to begin the tasks identified above immediately following approval of the scope. This schedule is based on our assumption that we receive all required information from the City in a timely manner. BSK will make every attempt to meet the estimated schedule for those work tasks under our control.

ESTIMATED FEES

Below, we have developed cost estimates for each of the tasks outlined above.

Task 1

Supplemental USACE Agency Engagement for NWP Application	\$	16,850
----------------------------------------------------------	----	--------

Task 2:

Cultural Resource Studies and NHPA Section 106 (SHPO) Consultation	\$	10,000
--------------------------------------------------------------------	----	--------

We estimate that the above work can be completed for a fee not to exceed **\$26,850** and we will not exceed this amount without your written authorization.

GENERAL CONDITIONS AND LIMITATIONS

BSK's services will be performed in a manner consistent with the level of care and skill ordinarily exercised by other professionals practicing in the same locale and under similar circumstances at the time the work is performed. No warranty, either expressed or implied, is included. The findings of the field studies may have a potential for negative impact(s) on the value or suitability of the site for some purposes. BSK cannot assume liability for any such negative impact(s).

CLOSING

Thank you for the opportunity to submit this addendum. We look forward to working with you on this project. Please call Erik Ringelberg at (916) 853-9293 Ext. 112, if you have any questions or require additional information or services.

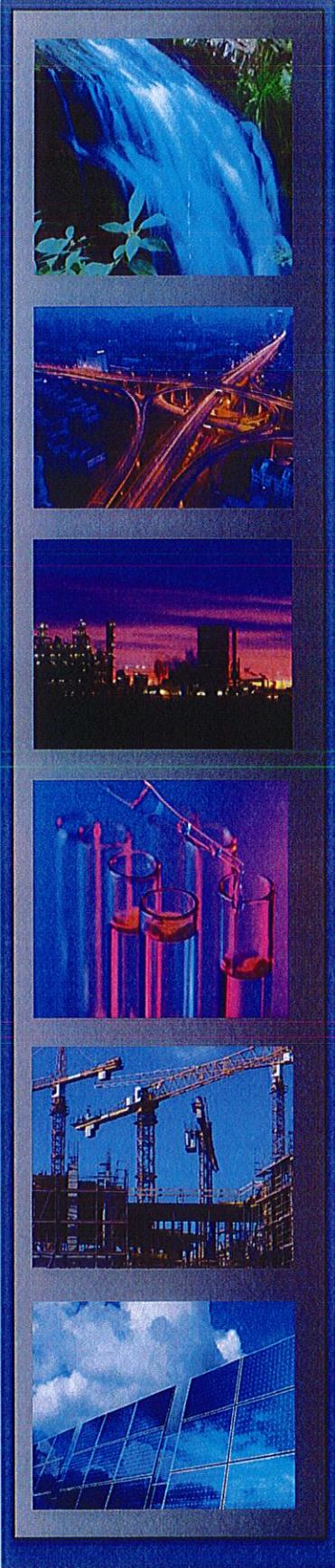
Sincerely,
BSK Associates,


Erik Ringelberg
Ecological Services Group Manager


Lucinda Calvo
Senior Environmental Permitting Analyst

Cc: Daniel Maguire

Enclosure: Attachment 1. 2015 Fee Schedule



BSK

Associates
Engineers & Laboratories

2015 Schedule of Fees

Engineering Services

www.bskassociates.com

BSK Associates
PERSONNEL RATES – 2015

PROFESSIONAL STAFF

Principal	(per hour)	\$196
Senior Professional	(per hour)	175
Project Professional II	(per hour)	155
Project Professional I	(per hour)	129
Staff Professional	(per hour)	103
Seismic GIS	(per hour)	155
GIS Specialist	(per hour)	91
Information Specialist II	(per hour)	125
Information Specialist I	(per hours)	105
CAD.....	(per hour)	79
Project Administrator	(per hour)	69
Administrative Assistant/Clerical.....	(per hour)	64
TECHNICIAN (Non-Prevailing Wage)		
Non-Destructive Inspection/Testing.....	(per hour)	\$98
Special Inspector	(per hour)	98
Engineering Technician	(per hour)	93
Technician	(per hour)	88

MISCELLANEOUS

Per Diem.....	(per day)	\$150
Litigation support.....	billed at 1.5 x standard rate	
Sworn deposition and arbitration/trial testimony.....	billed at 2 x standard rate (4 hr minimum)	
Vehicle Mileage		
2-Wheel drive.....	(per mile)	\$0.88
4-Wheel drive.....	(per mile)	2.00
Outside services	at fee + 15%	



**CONSULTANT SERVICES AGREEMENT
AGREEMENT No. 004-14_**

THIS AGREEMENT is made at Winters, California, as of March 18, 2014, by and between the City of Winters ("the CITY") and BSK Associates (CONSULTANT)", who agree as follows:

1. SERVICES. Subject to the terms and conditions set forth in this Agreement, CONSULTANTS shall provide to the City the Services described in Exhibit "A", which is the CONSULTANT'S Proposal dated February 25, 2014. Consultant shall provide said services at the time, place, and in the manner specified within Exhibit "A".

2. PAYMENT. The Consultant shall be paid for the actual costs, for all time and materials expended, in accordance with the Schedule of Fees included in Exhibit "A", but in no event shall total compensation exceed One Hundred Seventy-Four Thousand Five Hundred Fifty-One Dollars (\$ 174,551.00), without the City's prior written approval. City shall pay consultant for services rendered pursuant to the Agreement and described in Exhibit "A".

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

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

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

EXECUTED as of day first above-stated.

CITY OF WINTERS
a municipal corporation

By: [Signature]
John W. Donlevy, Jr., City Manager

CONSULTANT

By: [Signature]
Robert "Tony" Martin, PG, Branch Mgr.

ATTEST:

By: [Signature]
Nanci G. Mills, CITY CLERK



3140 Gold Camp Drive Suite 160
 Rancho Cordova CA 95670
 P 916.853.9293
 F 916.853.9297
 www.bskassociates.com

February 25, 2014

BSK Project E1204801S

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

Re: Task Order 2. Cost Amendment for the Winters Orchard Village Park Project

Dear Mr. Donlevy,

The following outlines the estimated cost of the Section 7 application for filling the vernal pool wetlands at the Orchard Village Park. The following additional scope elements are estimated to cost:

- Creation of project site figure and description: \$1,800
- Preparation of USACE NWP application and agency engagement: \$2,400
- Preparation of DFW 1600 application and agency engagement: \$2,400
- Cost to file the 1600 application: \$4,912
- Preparation of CVRWQCB 401 Certification application and agency engagement: \$2,400
- Cost to file the 401 application: \$2,889
- Preparation of revised Technical Memorandum for existing Biological Assessment, requesting USFWS review and consideration of new project detail: \$1,500
- Cost of preservation mitigation for 0.38 acres of filled vernal pool wetlands at a standard 3:1 mitigation ratio: \$156,250

The estimated sum total of the above-listed items is \$174,551

Please note that regulatory agencies may require additional studies and mitigation beyond those identified here. If you have any questions or comments, I can be reached at 916-853-9293, ext. 112.

Respectfully submitted,

BSK Associates


 Erik Ringelberg
 Ecological Services Group Manager


 Vanessa Emerzian
 Senior Environmental Scientist

EXHIBIT "C"

GENERAL PROVISIONS

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

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

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

(4) INSURANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Daniel Maguire

From: Erik Ringelberg <eringelberg@bskinc.com>
Sent: Tuesday, February 24, 2015 8:51 AM
To: Daniel Maguire
Subject: FW: SPK 2014-00944 Walnut Park preliminary jurisdictional determination (UNCLASSIFIED)
Attachments: JD Prelim Verify.pdf

Dan,

We are starting to roll. Marc has verified the acres and now we are on track for any others to comment. The cultural is next step.

Erik

-----Original Message-----

From: Fugler, Marc A [<mailto:Marc.A.Fugler@usace.army.mil>]
Sent: Tuesday, February 24, 2015 7:14 AM
To: Lee, Elizabeth@Waterboards; 'tina.bartlett@wildlife.ca.gov'; Erik Ringelberg
Subject: SPK 2014-00944 Walnut Park preliminary jurisdictional determination (UNCLASSIFIED)

Classification: UNCLASSIFIED

Caveats: NONE

FYI

Marc Fugler
Senior Project Manager
U.S. Army Corps of Engineers, Sacramento District
1325 J Street, Room 1350
Sacramento, California 95814
(916) 557-5255 (Customer Service Phone Hours: 9:00-3:00)
(916) 557-6877 fax
marc.a.fugler@usace.army.mil

* We want your feedback! Take the survey: at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

* Need information on the Regulatory Program? Visit our website:

<http://www.spk.usace.army.mil/missions/regulatory.aspx>

Classification: UNCLASSIFIED

Caveats: NONE



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, SACRAMENTO DISTRICT
1325 J STREET
SACRAMENTO CA 95814-2922

February 23, 2015

Regulatory Division SPK-2014-00944

City of Winters
Attn: Mr. John Donlevy
318 First Street
Winters, California 95694

Dear Mr. Donlevy:

We are responding to your January 29, 2015, request for a preliminary jurisdictional determination (JD), in accordance with our Regulatory Guidance Letter (RGL) 08-02, for the Walnut Park site. The approximately 2.79-acre site is located on Walnut Lane, in Section 22, Township 8 North, Range 1 West, Mount Diablo Meridian, Latitude 38.52949°, Longitude -121.96795°, City of Winters, Yolo County, California.

Based on available information, **we concur with the amount and location of wetlands and/or other water bodies on the site as depicted on the enclosed January 9, 2015, Figure 5 Wetland Sample Points and Boundary, drawing prepared by BSK Associates.** The approximately 0.37 acre of wetlands present within the survey area is a potential water of the United States regulated under Section 404 of the Clean Water Act.

We have enclosed a copy of the *Preliminary Jurisdictional Determination Form* for this site. Please sign and return a copy of the completed form to this office. Once we receive a copy of the form with your signature we can accept and process a Pre-Construction Notification or permit application for your proposed project.

You should not start any work in potentially jurisdictional waters of the United States unless you have Department of the Army permit authorization for the activity. You may request an approved JD for this site at any time prior to starting work within waters. In certain circumstances, as described in RGL 08-02, an approved JD may later be necessary.

You should provide a copy of this letter and notice to all other affected parties, including any individual who has an identifiable and substantial legal interest in the property.

This preliminary determination has been conducted to identify the potential limits of wetlands and other water bodies which may be subject to Corps of Engineers'

jurisdiction for the particular site identified in this request. A Notification of Appeal Process and Request for Appeal form is enclosed to notify you of your options with this determination. This determination may not be valid for the wetland conservation provisions of the Food Security Act of 1985. If you or your tenant are U.S. Department of Agriculture (USDA) program participants, or anticipate participation in USDA programs, you should request a certified wetland determination from the local office of the Natural Resources Conservation Service, prior to starting work.

We appreciate your feedback. At your earliest convenience, please tell us how we are doing by completing the customer survey on our website under *Customer Service Survey*.

Please refer to identification number SPK-2014-00944 in any correspondence concerning this project. If you have any questions, please contact me at U.S. Army Corps of Engineers, Regulatory Division, California South Branch, 1325 J Street, Room 1350, Sacramento, California 95814-2922, by email at Marc.A.Fugler@usace.army.mil, or telephone at 916-557-5255. For more information regarding our program, please visit our website at www.spk.usace.army.mil/Missions/Regulatory.aspx.

Sincerely,



Marc A. Fugler
Senior Project Manager, CA South Branch
Regulatory Division

Enclosure

cc: (w/o encl)

Erik Ringelberg, BSK Associates; eringelberg@bskinc.com

Ms. Elizabeth Lee, Storm Water and Water Quality Certification Unit, Central Valley
Regional Water Quality Control Board (5S); Elizabeth.lee@waterboards.ca.gov

Ms. Tina Bartlett, California Department of Fish and Wildlife, Region 2;
tina.bartlett@wildlife.ca.gov



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Eric Lucero, Public Works Superintendent
SUBJECT: Purchase of ATV for Public Works Department

RECOMMENDATION: Council approval of the purchase of a new ATV as proposed in the 2014-16 Budget.

BACKGROUND: In June of 2014 Council approved the purchase of a new ATV to replace the one owned by Severn Trent. Staff has looked into several different options and found that the John Deere Gator TX is the best fit for our needs. The ATV was previously used to maintain the spray fields and the areas surrounding the treatment plant. The Public Works Department will continue to use this equipment for that purpose but will also be using it in several other applications. This unit will carry two people with a small bed for carrying tools into locations such as the North Bank Trail, the Parks and the Little League field. If the Joint Use Agreement with WJUSD becomes a reality, this unit will be a very necessary piece of equipment by allowing staff to drive onto the large grass areas without damaging the surface or irrigation.

Staff has received three different quotes on this product and is recommending Council approval to purchase it from the lowest bidder, Valley Truck and Tractor in Elk Grove for the price of \$9,083.05. The other quotes came in at \$11,035.94 and \$10,139.00.

FISCAL IMPACT: Total amount not to exceed \$9,083.05.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: March 3, 2015
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Kennedy/Jenks Chromium VI Compliance Proposal

RECOMMENDATION: Staff recommends the Council approve the proposal for services from Kennedy/Jenks Consultants to develop Chromium VI (Cr VI) Compliance Strategies for the City's Drinking Water Supply, budget not to exceed \$19,930

BACKGROUND: As has been discussed previously the new state maximum contaminant level (MCL) for Cr VI is 10 ug/l. Initial monitoring has shown that the City will be out of compliance with at a minimum 4 of our 5 wells. Staff has made some progress in looking at treatment options and costs. It has been difficult to obtain information from the State Drinking Water regarding possible funding sources and specific consequences for non-compliances.

The City has been able to take advantage of a pilot study at one of our well sites to test one of the treatment options to remove CrVI. The pilot study was successful and we are awaiting detail on estimates for capitol and O & M costs to implement this system.

However there are many system options and it is clear that before the City makes a decision on what would be the best course much more information is needed.

The proposal from Kennedy/Jenks will allow the City to look at the big picture to develop the best strategy to meet the new compliance requirements. We will also look at funding sources, reducing treatment demand and scheduling a compliance program.

FISCAL IMPACT: The estimated costs for these services is \$19,930, which is within our current budget

Kennedy/Jenks Consultants

Engineers & Scientists

10850 Gold Center Drive, Suite 350
Rancho Cordova, CA 95670
916-858-2700
FAX 916-858-2754

18 February 2015

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

Subject: Proposal for Professional Services to Develop Chromium VI Compliance Strategies for City's Drinking Water Supply
K/J B10701052

Dear Mr. Donlevy:

The new maximum contaminant level (MCL) for chromium VI (Cr VI) in drinking water supplies is 10 µg/L. Four (4) of the City's existing five (5) drinking water wells' initial testing indicates they will exceed the new MCL when submitted for determination of compliance in 2015-16. The City of Winters (City) will have a significant challenge complying with this newly adopted drinking water standard using the current groundwater based supply. The City does not have apparent alternative sources of supply.

Compliance will be based on an annual average of water quality results as directed by the State Water Resources Control Board, Division of Drinking Water and beginning in December 2014. Existing testing indicates City Wells 4, 5, and 6 could be found to be non-compliant as soon as October 2015 and Well 7 as soon as July 2015. The City asked Kennedy/Jenks Consultants (Kennedy/Jenks) to provide this proposal to review the existing conditions and outline possible strategies for proceeding with a compliance program and schedule and summarize possible funding sources.

This proposal provides for preparation of a high-level review of the City water use practices, known water quality conditions, available strategies for compliance and possible public funding strategies to implement projects. The work also includes technical assistance with a meeting with the State Water Resources Control Board, Division of Drinking Water (SWRCB, DDW) to discuss strategies and compliance schedule with the City.

The City has participated with pilot testing of one potential groundwater treatment process and has met with various treatment manufactures to discuss their Cr VI treatment systems. The treatment system pilot performance with City water and similar waters has demonstrated that the cost to operate will be a significant component of the cost impact on City rate payers. Although treatment will most likely be unavoidable, there are strategies to reduce production capacity requirements and to secure capital funding. This proposal provides a scope of work to develop various strategies for the City to use to comply with this new drinking water requirement, including:

Mr. John Donlevy
City of Winters
18 February 2015
Page 2

- 1) minimizing required treatment capacity to reduce the City's capital and operation and maintenance (O&M) costs; and
- 2) enhancing the City's potential to secure grants and low interest loans to fund the infrastructure improvements to achieve compliance; and
- 3) meeting with the State Water Resources Control Board, Division of Drinking Water to outline a reasonable compliance schedule.

Kennedy/Jenks proposes to complete a compliance strategy study that will address these three key issues to achieve compliance. The proposed compliance strategy scope of work, project schedule, project team, and fee are described below.

Scope of Services

The scope of our services to complete the proposed study is as follows:

Task 1 – Project Management, Information Review, and QA/QC

This task includes the following elements:

1.1 – Project Management

Kennedy/Jenks will conduct a kick-off meeting with the City to review the project objectives, scope of work, introduce the key team members from the City and Kennedy/Jenks, and review the project schedule. In addition, Kennedy/Jenks will review a list of information requested from the City and any available information at the kickoff meeting. We will provide the request a week before the anticipated meeting date.

Kennedy/Jenks will also complete the project setup, provide monthly invoicing, and conduct periodic phone call check-ins and email project status communication between Kennedy/Jenks project manager and the City's project manager under this task.

1.2 – Information Review

Kennedy/Jenks will review the information provided by the City, which will include:

- a) Review the following records to confirm water use profile:
 - Water Master Plan, 2006
 - Water Customer list by classification and water use by customer classification last 10 years
 - Title 22 water quality reports last testing cycle for all wells (historic and active)

Mr. John Donlevy
City of Winters
18 February 2015
Page 3

- Well pumping capacity and production summary for the last 10 years
 - Water conservation measures and any documentation on measuring sustainable water reductions within the City
- b) Review maps and/or General Plan Land-Use for large turf and landscape area, and industrial users and determine quantity of non-potable water use at each area or facility:
- Schools and other large public buildings
 - Parks and greenbelts
 - Public green strips
 - Cemeteries
 - Industrial users (e.g., Mariani Nut Company)
- c) Review Well Logs, as-builts, and O&M records of the City's five active wells, existing standby wells (if any), and destroyed wells. We will attempt to obtain well logs and water quality records for the two wells serving the El Rio Villas.
- d) Review prior treatment piloting reports, documentation, and proposals associated with the City water supply.
- e) Prior studies or records indicating surface water resource potentials for the City.

1.3 – QA/QC

Kennedy/Jenks will conduct an internal review of the draft study prior to submitting it to the City for review.

Task 1 – Deliverables

- Kick-off meeting agenda and notes – four hard copies and one electronic copy
- Information request list – one hard copy and one electronic copy
- Information about treatment processes from manufacturers – one hard copy and one electronic copy
- Invoicing – one hard copy

Mr. John Donlevy
City of Winters
18 February 2015
Page 4

Task 1 – City Assistance

- Provide information requested by Kennedy/Jenks

Task 2 – Chromium VI Compliance Schedule

2.1 – Cr VI Compliance Strategy Outline and Schedule

- a) After review of data, Kennedy/Jenks will brainstorm with the City in a workshop to develop and refine an outline of Cr VI compliance measures that may include:

Reducing potable water demands

- Increasing water conservation.
- Use of non-potable water wells or diversion of water from drinking water wells prior to treatment for large turf and landscape areas and non-potable water users.

Reducing treatment requirements

- Aquifer zone isolation to reduce or eliminate Cr VI from existing wells.
- Treatment capacity reduction using side stream (bypass) and blending strategies.

Funding opportunities

- Enhance funding opportunities with SWRCB, DDW by incorporating water system consolidation of the El Rio Villas into the City system to optimize Cr VI compliance, take advantage of the economy of scale of a larger water system, and provide for City operation of the small water system. Reducing the number of small water systems statewide is a goal of SWRCB, DDW to improve service and reduce the operating violations common with small systems.
 - Leverage CDBG Planning and Over the Counter Funding program for planning and construction of offsite infrastructure to support new development (PG&E training center and new hotel).
 - Consider technical study support grants for pilot study or demonstration project funding for innovative Cr VI treatment.
- b) Meeting with SWRCB, DDW to review compliance strategy and schedule. The City and Kennedy/Jenks will meet with the SWRCB, DDW District Engineer and other appropriate DDW staff to present the Cr VI compliance strategy outline and discuss a potential compliance schedule. Kennedy/Jenks will prepare the agenda and meeting notes.

Mr. John Donlevy
City of Winters
18 February 2015
Page 5

2.2 – Cr VI Compliance Strategy

Develop a draft Cr VI Compliance Strategy Matrix

- a) Estimate potential additional water demand reduction with implementation of water conservation measures.
- b) Determine City potable and non-potable water production requirements:
 - Kennedy/Jenks will estimate baseline potable water demands and what portion could be supplied with non-potable water.
 - Identify candidate customers for participation in water supply conversion.
- c) Evaluate sources to meet non-potable water demands
 - Estimate well capacity and projected production requirements to meet existing demands and near term growth.
 - Identify candidate non-potable water sources including dedicated wells for non-potable service and side stream/diversion of a portion of a City well flow prior to treatment for deliver as non-potable water.
- d) Evaluate Cr VI Treatment Alternatives – presented in a Decision Matrix

Develop a decision matrix of potential compliance alternatives based on the potable water demands above, including:

- Aquifer zone isolation to reduce Cr VI concentrations with a description of in-situ zone isolation testing procedures and possible impacts to production capacity.
- Treatment alternatives:
 - Strong Base Acid Ion Exchange
 - Weak Base Acid Ion Exchange
 - Reduction Coagulation and Filtration (RCF)
 - Biological Filtration (BF)
 - Adsorptive Media Filtration (AMF)

Matrix Criteria will include the following:

- Footprint requirements and land acquisition

Mr. John Donlevy
City of Winters
18 February 2015
Page 6

- o Waste disposal requirements
 - o Complexity of the treatment process O&M and required WTP operator license grade
 - o Adaptability to treat other constituents of concern (e.g., arsenic if MCL is lowered to 5 µg/L, Nitrates, and Manganese if lowered)
 - o Capital costs
 - o O&M costs
 - o Best Available Technology status with SWRCB, DDW
 - o Pros and cons of each treatment alternative
 - Initial screening and recommended piloting approach.
- e) Kennedy/Jenks will prepare a draft Cr VI Compliance Strategy memorandum presenting the findings of the demand and supply effort and treatment avoidance and treatment processes that would be viable for the City to consider.

The draft memorandum would also present various funding sources that could be used to fund a pilot study and/or full demonstration project. In addition, fund programs for planning, design and construction of the viable alternatives would also be identified.

The recommended next steps and compliance schedule will be included in the memorandum.

A review meeting with the City would be conducted. City comments would be incorporated into the final draft memorandum.

The final draft memorandum would be presented to the City Council for information and direction to proceed with the appropriate next steps.

City Council comments would be incorporated and a final memorandum prepared.

Task 2 – Deliverables

- Cr VI Compliance Strategy Memorandum Draft, Final Draft, and Final – three hard copies and one electronic copy
- City Council presentation

Mr. John Donlevy
City of Winters
18 February 2015
Page 7

Task 2 – City Assistance

- Contact non-City entities to obtain potable and non-potable water demands, and interest in participating in revised water source project(s).
- Review and consolidate comments on the draft and final draft memorandum.
- Attend review meeting and participate in presentation to the City Council.

Project Team

Our key project team members will be led by Sean Maguire, project manager, Alex Peterson and Joe Drago, senior engineers, Jacques DeBra, funding assistance, and Tim Williams providing QA/QC. This team completed the work for the 2013 Davis Cr VI Pilot Study and is currently completing a similar study for the City of Dixon and San Francisco PUC.

Schedule

The anticipated schedule to complete the draft study report is up to two months from notice to proceed and another three weeks once we receive City consolidated comments to complete the final memorandum.

Basis of Compensation

We propose that compensation for our services be on a time and expense reimbursement basis in accordance with our Custom Schedule of Charges dated 28 January 2015, attached. Payments shall be made monthly based on invoices which describe services and list actual costs and expenses.

Based on our estimate of services required, we propose a budget of \$19,930, which will not be exceeded without authorization. A fee breakdown table describing the budget is enclosed.

Terms and Conditions

This proposal is based on current projections of staff availability and costs and, therefore, is valid for 90 days following the date of this letter proposal.

If this proposal meets with your approval, we are prepared to complete an agreement with the City to begin working together to execute this work.

Mr. John Donlevy
City of Winters
18 February 2015
Page 8

Thank you for considering us for this work. We look forward to working with you.

Very truly yours,

KENNEDY/JENKS CONSULTANTS, INC.

A handwritten signature in blue ink that reads "Tim Williams". The signature is fluid and cursive, with a long horizontal stroke at the end.

Tim Williams, P.E.
Principal

Enclosures (Custom Schedule of Charges, Standard Conditions, and Detailed Fee Breakdown Table)

cc: Carol Scianna, Environmental Services Manager

Client/Address: City of Winters
318 First Street
Winters, CA 95694

Kennedy/Jenks Consultants

Contract/Proposal Date: Cr VI Compliance Strategies, 18 February 2015

Custom Schedule of Charges

Date: January 28, 2014

PERSONNEL COMPENSATION

Classification	Hourly Rate
CAD-Technician	\$115
Designer-Senior Technician	\$145
Engineer-Scientist-Specialist 1	\$125
Engineer-Scientist-Specialist 2	\$135
Engineer-Scientist-Specialist 3	\$150
Engineer-Scientist-Specialist 4	\$165
Engineer-Scientist-Specialist 5	\$175
Engineer-Scientist-Specialist 6	\$195
Engineer-Scientist-Specialist 7	\$220
Engineer-Scientist-Specialist 8	\$230
Engineer-Scientist-Specialist 9	\$250
Project Administrator	\$95
Administrative Assistant	\$80
Aide	\$65

Direct expenses

Reimbursement for direct expenses, as listed below, incurred in connection with the work, will be at cost plus ten percent for items such as:

- a. Maps, photographs, 3rd party reproductions, 3rd party printing, equipment rental, and special supplies related to the work.
- b. Consultants, soils engineers, surveyors, contractors, and other outside services.
- c. Rented vehicles, local public transportation and taxis, travel and subsistence.
- d. Project specific telecommunications and delivery charges.
- e. Special fees, insurance, permits, and licenses applicable to the work.
- f. Outside computer processing, computation, and proprietary programs purchased for the work.

Reimbursement for vehicles used in connection with the work will be at the federally approved mileage rates or at a negotiated monthly rate.

Rates for professional staff for legal proceedings or as expert witnesses will be at rates one and one-half times the Hourly Rates specified above.

Excise and gross receipts taxes, if any, will be added as a direct expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective May 9, 2014 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

Proposal Fee Estimate

Kennedy/Jenks Consultants

CLIENT Name: City of Winters
 PROJECT Description: Chromium VI Compliance Strategies
 Proposal/Job Number: B10700073 Date: 2/18/2015

Classification:	Hourly Rate:	Eng-Sci-9, T	Eng-Sci-8, J	Eng-Sci-8, A	Eng-Sci-8, S	Eng-Sci-5	Eng-Sci-4	Eng-Sci-3	Eng-Sci-2, J	Eng-Sci-1	Designer	CAD	Project Admin.	Admin. Assist.	Aide	Total Hours	KJ Labor	KJ ODCs	Total Labor	Total Subs	Total Expenses	Total Labor + Subs + Expenses
		\$250	\$230	\$230	\$195	\$175	\$465	\$150	\$135	\$125	\$445	\$115	\$395	\$80	\$65							
Task 1 - Project Management, Information Review & QA/QC																						
Task 1.1 - Project Management & KO Mig			4	6					4				6				20	\$3,200	\$50	\$3,250	\$0	\$3,250
Task 1.2 - Information Review			3	4				24					3			34	\$4,995	\$20	\$5,015	\$0	\$5,015	
Task 1.3 - QA/QC			4													4	\$1,000	\$20	\$1,020	\$0	\$1,020	
Task 2 - Chromium VI Compliance Schedule			4	3	4	10	0	0	28	0	0	0	9	0	0	58	\$9,195	\$90	\$9,285	\$0	\$9,285	
Task 2.1 - Chromium VI Strategy Outline and Schedule				6	2	6			8				2			24	\$4,280	\$30	\$4,310	\$0	\$4,310	
Task 2.2 - Chromium VI Compliance Strategy				4	4	8			16			4	2			38	\$6,210	\$125	\$6,335	\$0	\$6,335	
Task 2 - Subtotal			0	10	6	14	0	0	24	0	0	4	4	0	0	62	\$10,490	\$155	\$10,645	\$0	\$10,645	
All Phases Total			4	13	10	24	0	0	52	0	0	4	13	0	0	120	\$19,685	\$245	\$19,930	\$0	\$19,930	



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Members of the City Council of the City of Winters

DATE: March 3, 2015

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

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

SUBJECT: Consideration of approval of:

- (a) a Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and the former Community Development Agency of the City of Winters (SERAF Loan);
- (b) a Ratification and Amendment to Loan Agreement between the City of Winters and the former Community Development Agency of the City of Winters (General Plan Amendment); and
- (c) a Ratification and Amendment to Loan Agreement between the City of Winters and the former Community Development Agency of the City of Winters (Water Distribution Facilities)

DISCUSSION/ANALYSIS

Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (“CRL”), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”) and subsequently adopted the Community Development Project Area Plan (the “Redevelopment Plan”) in 1992.

Health and Safety Code Section 33020 provides, in part, that “Redevelopment” means the

planning, development, replanning ... reconstruction, or rehabilitation ... of all or part of a survey area, and the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare.” The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan. The Redevelopment Plan specifically provided that “advances for survey and planning ... may come through loans from the City” and “the City may also supply additional assistance through City loans and grants for various public facilities.”

The Redevelopment Plan also requires the City to aid and cooperate with the Redevelopment Agency in carrying out the Redevelopment Plan, and to take all actions necessary to ensure the continued fulfillment of the purposes of the Redevelopment Plan, including improvements in publicly-owned public utilities within or affecting the Redevelopment Project Area, construction of any public improvements serving the purposes of the Redevelopment Plan, which costs may be reimbursed by the Redevelopment Agency from Redevelopment Project revenues, and the performance of other functions and services relating to public health, safety and physical development.

SERAF Loan

Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a SERAF payment for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the legally required payment, it borrowed funds from the City in the amount of \$781,448 (the “SERAF Loan”) to make this SERAF payment.

The Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement (“SERAF Loan Agreement”) to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment.

The SERAF payment was required by law, pursuant to Health and Safety Code Section 33690. Health and Safety Code Section 33020.5 provides that “redevelopment” includes payments to school districts in the fiscal year specified in Section 33690.

General Plan Amendment Loan

The Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency. In addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

Because much of the documentation and findings prepared during the Redevelopment Plan

adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency's formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment. Based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the "General Plan Amendment Loan") to repay to the City the Redevelopment Agency's allocated share of the costs for the 1992 General Plan Amendment. The City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the General Plan Amendment Loan.

Water Facility Loan

The Redevelopment Agency and the City entered into a "Contract of Indebtedness, Water Facility Improvements," dated May 16, 1995 ("Water Facility Loan Agreement"), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the "Water Facility Improvements"), in the amount of \$1,500,000.00 (the "Water Facility Loan"). Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete. Within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678.

Redevelopment Dissolution Act

Assembly Bill 1X 26 ("AB 26"), enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("Legal Action"), dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature adopted Assembly Bill 1484 ("AB 1484," and collectively with AB 26, the "Dissolution Act")

further modifying some of the procedures set forth in AB 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

Health and Safety Code Section 34179.7 provides that upon completion of certain requirements and payment of certain amounts as required by Sections 34179.6 and 34183.5, the Department of Finance (“DOF”) shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency. Health and Safety Code Section 34191.4 provides in part that, following issuance of a finding of completion by DOF, and upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

In addition to establishing when a loan agreement will be deemed to be an enforceable obligation, Section 34191.4 further establishes certain restrictions and limitations on the repayment of the loan. Section 34191.4(b)(2) provides that, if the oversight board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund (LAIF).

In addition to the recalculation of interest, Section 34191.4 limits the amounts that can be repaid to the City to one-half of the increase between the amount distributed to taxing entities under Section 34183(a)(4) in the base fiscal year 2012-13 and the amount distributed to the taxing entities in that fiscal year the payment is being made. Further, any repayments received by the City must first be used to repay any amounts borrowed from the Low and Moderate Income Housing Fund (e.g., SERAF loan), and after that twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to a Low and Moderate Income Housing Asset Fund.

Ratification and Amendment of Loans

The City and Successor Agency staff have prepared (1) a Ratification and Amendment to the SERAF Loan Agreement (“Amendment to SERAF Loan”), (2) a Ratification and Amendment to the General Plan Amendment Loan (“Amendment to General Plan Amendment Loan”), and (3) a Ratification and Amendment to the Water Facility Loan Agreement (“Amendment to Water Facility Loan”) in order to ratify the existence and validity of the SERAF Loan, the General Plan Amendment Loan, and the Water Facility Loan (collectively, the “Loans”), and to establish repayment terms relating to the Loans.

As discussed above, Health and Safety Code Section 34191.4 provides in part that, following issuance of a finding of completion by DOF, and upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

Provisions of the Dissolution Act provide that, if loans between the City and the former Redevelopment Agency are determined to be enforceable obligations, the repayments terms set forth in Health and Safety Code Section 34191.4(b) require that twenty percent (20%) of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to a Low and Moderate Income Housing Asset Fund.

FISCAL IMPACT

Following approval of the Loans by the Oversight Board, with findings that the loan of funds to the Redevelopment Agency under the SERAF Loan, the General Plan Amendment Loan and the Water Facility Loan were legitimate redevelopment purposes, each of the Loans will be deemed an enforceable obligation and can be placed on the Recognized Obligation Payment Schedule by the Successor Agency, in order to allow for repayment to the City of the amounts owed under the SERAF Loan, the General Plan Amendment Loan and the Water Facility Loan, respectively, subject to the limitations and restrictions set forth in Health and Safety Code Section 34191.4(b).

RECOMMENDED ACTION

It is recommended that the City Council and Successor Agency each adopt their respective Resolutions approving (a) a Ratification and Amendment to the SERAF Loan Agreement, (b) a Ratification and Amendment to the General Plan Amendment Loan, and (c) a Ratification and Amendment to the Water Facility Loan, and to submit the Loans to the Oversight Board for approval and the required finding that the loans of funds under the SERAF Loan, the General Plan Amendment Loan, and the Water Facility Loan were for legitimate redevelopment purposes.

ATTACHMENTS

1. City Council Resolution No. 2015-08 approving a Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and former Community Development Agency of the City of Winters (SERAF Loan Agreement).
2. City Council Resolution No. 2015-06 approving a Ratification and Amendment to Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (General Plan Amendment Loan).
3. City Council Resolution No.2015-07 approving a Ratification and Amendment to Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (Water Facility Loan Agreement).

4. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (SERAF Loan Agreement)
5. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (General Plan Amendment Loan).
6. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (Water Facility Loan Agreement).

RESOLUTION NO. 2015-07

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
APPROVING A RATIFICATION AND AMENDMENT TO LOAN
AGREEMENT BETWEEN THE CITY OF WINTERS AND THE
FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY
(WATER DISTRIBUTION FACILITY IMPROVEMENTS)**

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, the Redevelopment Agency and the City entered into a “Contract of Indebtedness, Water Distribution Facility Improvements,” dated May 16, 1995 (“Water Facility Loan Agreement”), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the “Water Facility Improvements”), in the amount of \$1,500,000.00 (the “Loan”); and

WHEREAS, water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency; and

WHEREAS, as noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic; fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed; and

WHEREAS, the City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete; and

WHEREAS, within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down

of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (Water Distribution Facility Improvements) (“Amendment to Water Facility Loan Agreement”) to ratify the existence and validity of the Loan and to establish the repayment terms of the Loan pursuant to the Dissolution Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Finding. The City Council hereby finds and determines that the loan and advance of funds from the City for the Water Facility Improvements was for legitimate redevelopment purposes. This finding is based on the following facts:

a. As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete.

b. Within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable

means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678.

c. Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

d. Health and Safety Code Section 33020 provides, in part, that “‘Redevelopment’ means the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare.”

e. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan. The Redevelopment Plan specifically provided that “advances for survey and planning ... may come through loans from the City” and “the City may also supply additional assistance through City loans and grants for various public facilities.”

f. The Redevelopment Plan also requires the City to aid and cooperate with the Redevelopment Agency in carrying out the Redevelopment Plan, and to take all actions necessary to ensure the continued fulfillment of the purposes of the Redevelopment Plan, including improvements in publicly-owned public utilities within or affecting the Redevelopment Project Area, construction of any public improvements serving the purposes of the Redevelopment Plan, which costs may be reimbursed by the Redevelopment Agency from Redevelopment Project revenues, and the performance of other functions and services relating to public health, safety and physical development.

Section 3. Approval of Ratification and Amendment to Loan Agreement (Water Distribution Facility Improvements). The City Council hereby approves the Amendment to Water Facility Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the City Clerk. The City Council further authorizes execution of the Amendment to Water Facility Loan Agreement on behalf of the City, subject to any minor, technical or clarifying changes as may be approved by the City Attorney. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to Water Facility Loan Agreement by the Successor Agency, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of Water Facility Loan. Notwithstanding any terms and conditions set forth in the Amendment to Water Facility Loan Agreement, the repayment of amounts owing to the City under the Water Facility Loan shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

**RATIFICATION AND AMENDMENT TO LOAN AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(WATER DISTRIBUTION FACILITY IMPROVEMENTS)**

THIS RATIFICATION AND AMENDMENT TO LOAN AGREEMENT (this "Amendment") is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) ("CRL"), the City Council of City activated the Community Development Agency of the City of Winters (the "Redevelopment Agency") and subsequently adopted the Community Development Project Area Plan in 1992 (the "Redevelopment Plan").

B. The Redevelopment Agency and the City entered into a "Contract of Indebtedness, Water Distribution Facility Improvements," dated May 16, 1995 ("Water Facility Loan Agreement"), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the "Water Facility Improvements"), in the amount of \$1,500,000.00. Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

C. As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete.

D. Within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were

required under Health and Safety Code Sections 33445 and 33678.

E. Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

F. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

G. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

H. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

I. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

J. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the Loan, and (b) to establish the repayment terms of the Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$1,500,000.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from May 16, 1995.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____

RESOLUTION NO.2015-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT BETWEEN THE CITY OF WINTERS AND THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY FOR LEGALLY REQUIRED PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND (SERAF) FOR FISCAL YEAR 2009-10, AND MAKING FINDINGS RELATED THERETO (SERAF LOAN AGREEMENT)

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund (“SERAF”) for fiscal year 2009-10; and

WHEREAS, because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from the City (the “SERAF Loan”); and

WHEREAS, the Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement (“SERAF Loan Agreement”) to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the

city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (SERAF Loan Agreement) (“Amendment to SERAF Loan Agreement”) to ratify the existence and validity of the SERAF Loan and to establish the repayment terms of the SERAF Loan pursuant to the Dissolution Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Finding. The City Council hereby finds and determines that the loan and advance of funds from the City for the SERAF Loan was for legitimate redevelopment purposes. This finding is based on the following facts:

a. The funds were borrowed from the City solely and explicitly to make the required payment into SERAF pursuant to Health and Safety Code Section 33690, which section specifically states in subsection (f) that it was the intent of the Legislature that said payments would directly or indirectly assist in the financing or refinancing, in whole or in part, of the community’s redevelopment projects pursuant to Section 16 of Article XVI of the California Constitution.

b. Health and Safety Code Section 33020.5 provides that “redevelopment” includes payments to school districts in the fiscal year specified in Section 33690.

c. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan.

Section 3. Approval of Amendment to SERAF Loan Agreement. The City Council hereby approves the Amendment to SERAF Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the City Clerk. The City Council further authorizes execution of the Amendment to SERAF Loan Agreement on behalf of the City, subject to any minor, technical or clarifying changes as may be approved by the City Attorney. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to SERAF Loan Agreement by the Successor Agency, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of SERAF Loan. Notwithstanding any terms and conditions

set forth in the Amendment to SERAF Loan Agreement, the repayment of amounts owing to the City under the Amendment to SERAF Loan Agreement shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

**RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(2009-10 SERAF LOAN)**

THIS RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT (this "Amendment") is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) ("CRL"), the City Council of City activated the Community Development Agency of the City of Winters (the "Redevelopment Agency") and subsequently adopted the Community Development Project Area Plan in 1992 (the "Redevelopment Plan").

B. Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund ("SERAF") for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from the City (the "SERAF Loan").

C. The Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement ("SERAF Loan Agreement") to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment.

D. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

E. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

F. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

G. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

H. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

I. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the SERAF Loan, and (b) to establish the repayment terms of the SERAF Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$457,821.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from May 2010.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____

RESOLUTION NO. 2015-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING A RATIFICATION AND AMENDMENT TO LOAN AGREEMENT BETWEEN THE CITY AND THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY (GENERAL PLAN AMENDMENT)

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, the Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992; and

WHEREAS, during the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time, and the General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency; and

WHEREAS, in addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission; and

WHEREAS, because much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency’s formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment; and

WHEREAS, based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the “Loan”), to repay to the City the Redevelopment Agency’s allocated share of the costs for the 1992 General Plan Amendment, and the City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the Loan; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (General Plan Amendment) (“Amendment to General Plan Amendment Loan Agreement”) to ratify the existence and validity of the Loan and to establish the repayment terms of the Loan pursuant to the Dissolution Act;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WINTERS DOES HEREBY RESOLVE AS FOLLOWS:

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

Section 2. Finding. The City Council hereby finds and determines that the loan and advance of funds from the City for the General Plan Amendment Loan was for legitimate redevelopment purposes. This finding is based on the following facts:

a. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency.

b. The General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

c. Much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the

General Plan Amendment work product was essential to the Redevelopment Agency's formation and adoption of the Redevelopment Plan.

d. Health and Safety Code Section 33020 provides, in part, that "Redevelopment' means the planning, development, replanning ... of all or part of a survey area, and the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare." The Redevelopment Project Area encompasses the area included within the survey area established as part of the Redevelopment Plan adoption process.

e. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan.

f. The Redevelopment Plan specifically provided, in part, that "advances for survey and planning ... may come through loans from the City" and "the City may also supply additional assistance through City loans."

Section 3. Approval of Ratification and Amendment to Loan Agreement (General Plan Amendment). The City Council hereby approves the Amendment to General Plan Amendment Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the City Clerk. The City Council further authorizes execution of the Amendment to General Plan Amendment Loan Agreement on behalf of the City, subject to any minor, technical or clarifying changes as may be approved by the City Attorney. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to General Plan Amendment Loan Agreement by the Successor Agency, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of General Plan Amendment Loan. Notwithstanding any terms and conditions set forth in the Amendment to General Plan Loan Agreement, the repayment of amounts owing to the City under the General Plan Amendment Loan shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The City Council declares that the City Council would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the City Council of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Mayor

ATTEST:

City Clerk

**RATIFICATION AND AMENDMENT TO LOAN AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(GENERAL PLAN AMENDMENT)**

THIS RATIFICATION AND AMENDMENT TO LOAN AGREEMENT (this “Amendment”) is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the “City”), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the “Successor Agency”).

RECITALS

The City and the Successor Agency (individually, a “Party” and collectively, the “Parties”) enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (“CRL”), the City Council of City activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”) and subsequently adopted the Community Development Project Area Plan in 1992 (the “Redevelopment Plan”).

B. The Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency. In addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

C. Because much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency’s formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment. Based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the “Loan”), to repay to the City the Redevelopment Agency’s allocated share of the costs for the 1992 General Plan Amendment. The City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the Loan.

D. Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of

redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

E. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

F. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

G. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

H. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

I. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the Loan, and (b) to establish the repayment terms of the Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$1,075,510.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from September 2002.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____



SUCCESSOR AGENCY
STAFF REPORT

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

DATE: March 3, 2015

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

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

SUBJECT: Consideration of approval of:

- (a) a Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and the former Community Development Agency of the City of Winters (SERAF Loan);
- (b) a Ratification and Amendment to Loan Agreement between the City of Winters and the former Community Development Agency of the City of Winters (General Plan Amendment); and
- (c) a Ratification and Amendment to Loan Agreement between the City of Winters and the former Community Development Agency of the City of Winters (Water Distribution Facilities)

DISCUSSION/ANALYSIS

Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (“CRL”), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”) and subsequently adopted the Community Development Project Area Plan (the “Redevelopment Plan”) in 1992.

Health and Safety Code Section 33020 provides, in part, that “‘Redevelopment’ means the planning, development, replanning ... reconstruction, or rehabilitation ... of all or part of a survey area, and the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare.” The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan. The Redevelopment Plan specifically provided that “advances for survey and planning ... may come through loans from the City” and “the City may also supply additional assistance through City loans and grants for various public facilities.”

The Redevelopment Plan also requires the City to aid and cooperate with the Redevelopment Agency in carrying out the Redevelopment Plan, and to take all actions necessary to ensure the continued fulfillment of the purposes of the Redevelopment Plan, including improvements in publicly-owned public utilities within or affecting the Redevelopment Project Area, construction of any public improvements serving the purposes of the Redevelopment Plan, which costs may be reimbursed by the Redevelopment Agency from Redevelopment Project revenues, and the performance of other functions and services relating to public health, safety and physical development.

SERAF Loan

Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a SERAF payment for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the legally required payment, it borrowed funds from the City in the amount of \$781,448 (the “SERAF Loan”) to make this SERAF payment.

The Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement (“SERAF Loan Agreement”) to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment.

The SERAF payment was required by law, pursuant to Health and Safety Code Section 33690. Health and Safety Code Section 33020.5 provides that “redevelopment” includes payments to school districts in the fiscal year specified in Section 33690.

General Plan Amendment Loan

The Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency. In addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

Because much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency's formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment. Based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the "General Plan Amendment Loan") to repay to the City the Redevelopment Agency's allocated share of the costs for the 1992 General Plan Amendment. The City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the General Plan Amendment Loan.

Water Facility Loan

The Redevelopment Agency and the City entered into a "Contract of Indebtedness, Water Facility Improvements," dated May 16, 1995 ("Water Facility Loan Agreement"), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the "Water Facility Improvements"), in the amount of \$1,500,000.00 (the "Water Facility Loan"). Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete. Within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678.

Redevelopment Dissolution Act

Assembly Bill 1X 26 ("AB 26"), enacted as part of the 2011-2012 State of California budget bill, and as modified by the Supreme Court of the State of California in the matter of *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, Case No. S194861 ("Legal Action"), dissolved and set out procedures for the wind-down of all redevelopment agencies throughout the State effective February 1, 2012, and in June 2012, the California Legislature

adopted Assembly Bill 1484 (“AB 1484,” and collectively with AB 26, the “Dissolution Act”) further modifying some of the procedures set forth in AB 26, and adding certain other procedures and requirements for the dissolution and wind-down of redevelopment agencies.

The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

Health and Safety Code Section 34179.7 provides that upon completion of certain requirements and payment of certain amounts as required by Sections 34179.6 and 34183.5, the Department of Finance (“DOF”) shall issue, within five business days, a finding of completion of the requirements of Section 34179.6 to the successor agency. Health and Safety Code Section 34191.4 provides in part that, following issuance of a finding of completion by DOF, and upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

In addition to establishing when a loan agreement will be deemed to be an enforceable obligation, Section 34191.4 further establishes certain restrictions and limitations on the repayment of the loan. Section 34191.4(b)(2) provides that, if the oversight board finds that the loan is an enforceable obligation, the accumulated interest on the remaining principal amount of the loan shall be recalculated from origination at the interest rate earned by funds deposited into the Local Agency Investment Fund (LAIF).

In addition to the recalculation of interest, Section 34191.4 limits the amounts that can be repaid to the City to one-half of the increase between the amount distributed to taxing entities under Section 34183(a)(4) in the base fiscal year 2012-13 and the amount distributed to the taxing entities in that fiscal year the payment is being made. Further, any repayments received by the City must first be used to repay any amounts borrowed from the Low and Moderate Income Housing Fund (e.g., SERAF loan), and after that twenty percent of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to a Low and Moderate Income Housing Asset Fund.

Ratification and Amendment of Loans

The City and Successor Agency staff have prepared (1) a Ratification and Amendment to the SERAF Loan Agreement (“Amendment to SERAF Loan”), (2) a Ratification and Amendment to the General Plan Amendment Loan (“Amendment to General Plan Amendment Loan”), and (3) a Ratification and Amendment to the Water Facility Loan Agreement (“Amendment to Water Facility Loan”) in order to ratify the existence and validity of the SERAF Loan, the General Plan Amendment Loan, and the Water Facility Loan (collectively, the “Loans”), and to establish

repayment terms relating to the Loans.

As discussed above, Health and Safety Code Section 34191.4 provides in part that, following issuance of a finding of completion by DOF, and upon application by the successor agency and approval by the oversight board, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency shall be deemed to be enforceable obligations provided that the oversight board makes a finding that the loan was for legitimate redevelopment purposes.

Provisions of the Dissolution Act provide that, if loans between the City and the former Redevelopment Agency are determined to be enforceable obligations, the repayments terms set forth in Health and Safety Code Section 34191.4(b) require that twenty percent (20%) of any loan repayment shall be deducted from the loan repayment amount and shall be transferred to a Low and Moderate Income Housing Asset Fund.

FISCAL IMPACT

Following approval of the Loans by the Oversight Board, with findings that the loan of funds to the Redevelopment Agency under the SERAF Loan, the General Plan Amendment Loan and the Water Facility Loan were legitimate redevelopment purposes, each of the Loans will be deemed an enforceable obligation and can be placed on the Recognized Obligation Payment Schedule by the Successor Agency, in order to allow for repayment to the City of the amounts owed under the SERAF Loan, the General Plan Amendment Loan and the Water Facility Loan, respectively, subject to the limitations and restrictions set forth in Health and Safety Code Section 34191.4(b).

RECOMMENDED ACTION

It is recommended that the City Council and Successor Agency each adopt their respective Resolutions approving (a) a Ratification and Amendment to the SERAF Loan Agreement, (b) a Ratification and Amendment to the General Plan Amendment Loan, and (c) a Ratification and Amendment to the Water Facility Loan, and to submit the Loans to the Oversight Board for approval and the required finding that the loans of funds under the SERAF Loan, the General Plan Amendment Loan, and the Water Facility Loan were for legitimate redevelopment purposes.

ATTACHMENTS

1. Successor Agency Resolution No SA-2015-03. approving a Ratification and Amendment to Loan and Repayment Agreement between the City of Winters and the former Community Development Agency of the City of Winters (SERAF Loan Agreement).
2. Successor Agency Resolution No. SA 2015-01 approving a Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (General Plan Amendment Loan)
3. Successor Agency Resolution No. 2015-02- approving a Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency

of the City of Winters (Water Facility Loan Agreement).

4. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (SERAF Loan Agreement)

5. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (General Plan Amendment Loan).

6. Ratification and Amendment to the Loan Agreement between the City of Winters and former Community Development Agency of the City of Winters (Water Facility Loan Agreement).

RESOLUTION NO.SA-2015-01

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING A RATIFICATION AND AMENDMENT TO LOAN AGREEMENT BETWEEN THE CITY OF WINTERS AND THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY (GENERAL PLAN AMENDMENT)

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, the Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992; and

WHEREAS, during the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time, and the General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency; and

WHEREAS, in addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission; and

WHEREAS, because much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency’s formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment; and

WHEREAS, based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the “Loan”), to repay to the City the Redevelopment Agency’s allocated share of the costs for the 1992 General Plan Amendment, and the City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the Loan; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (General Plan Amendment) (“Amendment to General Plan Amendment Loan Agreement”) to ratify the existence and validity of the Loan and to establish the repayment terms of the Loan pursuant to the Dissolution Act;

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

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

Section 2. Finding. The Successor Agency hereby finds and determines that the loan and advance of funds from the City for the General Plan Amendment Loan was for legitimate redevelopment purposes. This finding is based on the following facts:

a. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency.

b. The General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

c. Much of the documentation and findings prepared during the

Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency's formation and adoption of the Redevelopment Plan.

d. Health and Safety Code Section 33020 provides, in part, that "Redevelopment' means the planning, development, replanning ... of all or part of a survey area, and the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare." The Redevelopment Project Area encompasses the area included within the survey area established as part of the Redevelopment Plan adoption process.

e. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan.

f. The Redevelopment Plan specifically provided, in part, that "advances for survey and planning ... may come through loans from the City" and "the City may also supply additional assistance through City loans."

Section 3. Approval of Ratification and Amendment to Loan Agreement (General Plan Amendment). The Successor Agency hereby approves the Amendment to General Plan Amendment Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the Secretary of the Successor Agency. The Successor Agency further authorizes execution of the Amendment to General Plan Amendment Loan Agreement on behalf of the Successor Agency, subject to any minor, technical or clarifying changes as may be approved by the Successor Agency's legal counsel. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to General Plan Amendment Loan Agreement by the City Council, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of General Plan Amendment Loan. Notwithstanding any terms and conditions set forth in the Amendment to General Plan Loan Agreement, the repayment of amounts owing to the City under the General Plan Amendment Loan shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Successor Agency to the former Community

Development Agency of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Chair of the Successor Agency

ATTEST:

Secretary to the Successor Agency

**RATIFICATION AND AMENDMENT TO LOAN AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(GENERAL PLAN AMENDMENT)**

THIS RATIFICATION AND AMENDMENT TO LOAN AGREEMENT (this “Amendment”) is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the “City”), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the “Successor Agency”).

RECITALS

The City and the Successor Agency (individually, a “Party” and collectively, the “Parties”) enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) (“CRL”), the City Council of City activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”) and subsequently adopted the Community Development Project Area Plan in 1992 (the “Redevelopment Plan”).

B. The Redevelopment Agency was activated and the Redevelopment Plan was adopted in conjunction with the update and amendment of the City’s General Plan in 1992. During the General Plan Amendment process, the City investigated using the CRL to help address some of the problems and issues that the City faced at that time. The General Plan Amendment process identified the key planning goals and objectives which, in turn, translated into primary missions of the Redevelopment Agency. In addition, the General Plan Amendment developed a comprehensive list of infrastructure projects that would unlock and/or facilitate the types of developments desired as a means to effect the key planning and economic goals and objectives that were central to the Redevelopment Agency’s mission.

C. Because much of the documentation and findings prepared during the Redevelopment Plan adoption process, including the Preliminary Report and Environmental Impact Report, were based on General Plan Amendment documentation and findings, and the General Plan Amendment work product was essential to the Redevelopment Agency’s formation and adoption of the Redevelopment Plan, the Redevelopment Agency, by Resolution No. 2002-39, approved the allocation to the Redevelopment Agency of a pro-rata share of the costs incurred by the City for the General Plan Amendment. Based on such approval, the Redevelopment Agency executed a promissory note in favor of the City, dated September 3, 2002, in the amount of \$1,075,510 (the “Loan”), to repay to the City the Redevelopment Agency’s allocated share of the costs for the 1992 General Plan Amendment. The City Council, by Resolution No. 2011-09, and the Redevelopment Agency, by Resolution No. 2011-12, both adopted on February 15, 2011, approved a repayment schedule for the Loan.

D. Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of

redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

E. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

F. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

G. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

H. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

I. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the Loan, and (b) to establish the repayment terms of the Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$1,075,510.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from September 2002.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____

RESOLUTION NO. SA 2015-02

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING A RATIFICATION AND AMENDMENT TO LOAN AGREEMENT BETWEEN THE CITY OF WINTERS AND THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY (WATER DISTRIBUTION FACILITY IMPROVEMENTS)

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, the Redevelopment Agency and the City entered into a “Contract of Indebtedness, Water Distribution Facility Improvements,” dated May 16, 1995 (“Water Facility Loan Agreement”), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the “Water Facility Improvements”), in the amount of \$1,500,000.00 (the “Loan”); and

WHEREAS, water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency; and

WHEREAS, as noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic; fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed; and

WHEREAS, the City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete; and

WHEREAS, within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of

redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (Water Distribution Facility Improvements) (“Amendment to Water Facility Loan Agreement”) to ratify the existence and validity of the Loan and to establish the repayment terms of the Loan pursuant to the Dissolution Act;

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

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

Section 2. Finding. The Successor Agency hereby finds and determines that the loan and advance of funds from the City for the Water Facility Improvements was for legitimate redevelopment purposes. This finding is based on the following facts:

a. As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete.

b. Within the Water Facility Loan Agreement, the City and Redevelopment

Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were required under Health and Safety Code Sections 33445 and 33678.

c. Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

d. Health and Safety Code Section 33020 provides, in part, that “‘Redevelopment’ means the provision of ... public or other structures as may be appropriate or necessary in the interest of the general welfare.”

e. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan. The Redevelopment Plan specifically provided that “advances for survey and planning ... may come through loans from the City” and “the City may also supply additional assistance through City loans and grants for various public facilities.”

f. The Redevelopment Plan also requires the City to aid and cooperate with the Redevelopment Agency in carrying out the Redevelopment Plan, and to take all actions necessary to ensure the continued fulfillment of the purposes of the Redevelopment Plan, including improvements in publicly-owned public utilities within or affecting the Redevelopment Project Area, construction of any public improvements serving the purposes of the Redevelopment Plan, which costs may be reimbursed by the Redevelopment Agency from Redevelopment Project revenues, and the performance of other functions and services relating to public health, safety and physical development.

Section 3. Approval of Ratification and Amendment to Loan Agreement (Water Distribution Facility Improvements). The Successor Agency hereby approves the Amendment to Water Facility Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the Secretary of the Successor Agency. The Successor Agency further authorizes execution of the Amendment to Water Facility Loan Agreement on behalf of the Successor Agency, subject to any minor, technical or clarifying changes as may be approved by the Successor Agency’s legal counsel. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to Water Facility Loan Agreement by the City Council, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of Water Facility Loan. Notwithstanding any terms and conditions set forth in the Amendment to Water Facility Loan Agreement, the repayment of

amounts owing to the City under the Water Facility Loan shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Successor Agency to the former Community Development Agency of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Chair of the Successor Agency

ATTEST:

Secretary to the Successor Agency

**RATIFICATION AND AMENDMENT TO LOAN AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(WATER DISTRIBUTION FACILITY IMPROVEMENTS)**

THIS RATIFICATION AND AMENDMENT TO LOAN AGREEMENT (this "Amendment") is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) ("CRL"), the City Council of City activated the Community Development Agency of the City of Winters (the "Redevelopment Agency") and subsequently adopted the Community Development Project Area Plan in 1992 (the "Redevelopment Plan").

B. The Redevelopment Agency and the City entered into a "Contract of Indebtedness, Water Distribution Facility Improvements," dated May 16, 1995 ("Water Facility Loan Agreement"), whereby the Redevelopment Agency agreed to fund a portion of the costs for improvements to replace and upgrade the municipal water distribution system serving the Redevelopment Project Area (the "Water Facility Improvements"), in the amount of \$1,500,000.00. Water system improvements were specifically identified in the Redevelopment Plan, and in the five-year Implementation Plan adopted by the Redevelopment Agency pursuant to Health and Safety Code Section 33490, as a public improvement project to be undertaken by the Redevelopment Agency.

C. As noted in the Water Facility Loan Agreement, the inadequate and deteriorated water distribution system was a blighting characteristic. Fire flows were inadequate to protect property, the system was subject to periodic breaks needing repairs, and the water tanks needed to be upgraded, replaced or removed. The City and Redevelopment Agency both determined that the Water Facility Improvements were a priority project and required funding from various sources to complete.

D. Within the Water Facility Loan Agreement, the City and Redevelopment Agency specifically found and determined that the Water Facilities Improvements were of benefit to the Redevelopment Project and the adjacent neighborhoods, that no other reasonable means of financing the Water Facilities Improvements was available to the community, that the payment of funds for the cost of the Water Facilities Improvements would assist in the elimination of one or more blighting conditions inside the Redevelopment Project Area and was consistent with the Implementation Plan adopted in December of 1994, and that the Water Facility Improvements primarily benefit the Redevelopment Project Area, all of which findings and determinations were

required under Health and Safety Code Sections 33445 and 33678.

E. Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

F. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

G. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

H. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

I. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

J. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the Loan, and (b) to establish the repayment terms of the Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$1,500,000.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from May 16, 1995.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

[Signatures on following pages]

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____

RESOLUTION NO. SA-2015-03

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS APPROVING A RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT BETWEEN THE CITY OF WINTERS AND THE FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY FOR LEGALLY REQUIRED PAYMENT TO THE SUPPLEMENTAL EDUCATIONAL REVENUE AUGMENTATION FUND (SERAF) FOR FISCAL YEAR 2009-10, AND MAKING FINDINGS RELATED THERETO (SERAF LOAN)

WHEREAS, pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.), the City Council of the City of Winters activated the Community Development Agency of the City of Winters (the “Redevelopment Agency”); and

WHEREAS, pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund (“SERAF”) for fiscal year 2009-10; and

WHEREAS, because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from the City (the “SERAF Loan”) to make the 2009-10 SERAF payment; and

WHEREAS, the Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement (“SERAF Loan Agreement”) to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment; and

WHEREAS, Assembly Bill 1X 26 (“AB 26”), enacted in June 2011, and AB 1484 (“AB 1484”), enacted in June 2012 (collectively, the “Dissolution Act”) required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities; and

WHEREAS, the Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the affairs of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency; and

WHEREAS, Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that “enforceable obligation” does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency; and

WHEREAS, the Dissolution Act further provides that after a successor agency receives a

finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions; and

WHEREAS, the Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013; and

WHEREAS, City and Successor Agency staff have prepared a Ratification and Amendment to Loan Agreement Between the City of Winters and the Former Community Development Agency of the City of Winters (SERAF Loan Agreement) (“Amendment to SERAF Loan Agreement”) to ratify the existence and validity of the SERAF Loan and to establish the repayment terms of the SERAF Loan pursuant to the Dissolution Act;

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

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

Section 2. Finding. The Successor Agency hereby finds and determines that the loan and advance of funds from the City for the SERAF Loan was for legitimate redevelopment purposes. This finding is based on the following facts:

a. The funds were borrowed from the City solely and explicitly to make the required payment into SERAF pursuant to Health and Safety Code Section 33690, which section specifically states in subsection (f) that it was the intent of the Legislature that said payments would directly or indirectly assist in the financing or refinancing, in whole or in part, of the community’s redevelopment projects pursuant to Section 16 of Article XVI of the California Constitution.

b. Health and Safety Code Section 33020.5 provides that “redevelopment” includes payments to school districts in the fiscal year specified in Section 33690.

c. The CRL and the Redevelopment Plan authorize the Redevelopment Agency to finance its redevelopment activities with financial assistance from the City or other public agencies. The Redevelopment Plan also authorized the Redevelopment Agency to obtain advances, borrow funds and create indebtedness and other obligations in carrying out the Redevelopment Plan.

Section 3. Approval of Amendment to SERAF Loan Agreement. The Successor Agency hereby approves the Amendment to SERAF Loan Agreement between the City and the Successor Agency, in substantially the form currently on file with the Secretary of the Successor Agency. The Successor Agency further authorizes execution of the Amendment to SERAF Loan Agreement on behalf of the Successor Agency, subject to any minor, technical or clarifying changes as may be approved by the Successor Agency’s legal counsel. The approval and authorization set forth in this Section 3 are subject to approval of the Amendment to SERAF

Loan Agreement by the City Council, the Oversight Board (with the required finding) and DOF.

Section 4. Repayment of SERAF Loan. Notwithstanding any terms and conditions set forth in the Amendment to SERAF Loan Agreement, the repayment of amounts owing to the City under the Amendment to SERAF Loan Agreement shall be subject to the limitations and restrictions set forth in Health and Safety Code Sections 34176(e)(6) and 34191.4(b).

Section 5. Severability. If any provision of this Resolution or the application of any such provision to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are severable. The Successor Agency declares that the Successor Agency would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 6. Effective Date. This Resolution shall take effect upon adoption.

APPROVED AND ADOPTED by the Successor Agency to the former Community Development Agency of the City of Winters at a regular meeting held on the 3rd day of March, 2015, by the following vote.

AYES:

NOES:

ABSENT:

Chair of the Successor Agency

ATTEST:

Secretary to the Successor Agency

**RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT
BETWEEN THE CITY OF WINTERS AND THE
FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
(2009-10 SERAF LOAN)**

THIS RATIFICATION AND AMENDMENT TO LOAN AND REPAYMENT AGREEMENT (this "Amendment") is entered into this 3rd day of March, 2015, by and between the CITY OF WINTERS, a municipal corporation (the "City"), and the SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, a public body (the "Successor Agency").

RECITALS

The City and the Successor Agency (individually, a "Party" and collectively, the "Parties") enter into this Amendment with reference to the following facts and circumstances:

A. Pursuant to the provisions of the California Community Redevelopment Law (Health and Safety Code Section 33000 et seq.) ("CRL"), the City Council of City activated the Community Development Agency of the City of Winters (the "Redevelopment Agency") and subsequently adopted the Community Development Project Area Plan in 1992 (the "Redevelopment Plan").

B. Pursuant to Health and Safety Code Section 33690, the Redevelopment Agency was required to make a payment to the Supplemental Educational Revenue Augmentation Fund ("SERAF") for fiscal year 2009-10. Because the Redevelopment Agency did not have sufficient funds to make the payment, it borrowed funds from the City (the "SERAF Loan").

C. The Redevelopment Agency, by Resolution No. 2010-33, and the City, by Resolution No. 2010-32, both adopted on May 18, 2010, approved and authorized execution of a Loan and Repayment Agreement ("SERAF Loan Agreement") to evidence the loan of funds by the City to the Redevelopment Agency for the 2009-10 SERAF payment.

D. Assembly Bill 1X 26 ("AB 26"), enacted in June 2011, and AB 1484 ("AB 1484"), enacted in June 2012 (collectively, the "Dissolution Act") required the dissolution of redevelopment agencies and established certain procedures and requirements for the wind-down of their activities.

E. The Successor Agency is the successor entity to the former Redevelopment Agency and, pursuant to the Dissolution Act, is responsible for the wind-down of the former Redevelopment Agency, including without limitation the performance and repayment of all enforceable obligations of the former Redevelopment Agency.

F. Health and Safety Code Section 34171(d)(2) provides, with a few exceptions, that "enforceable obligation" does not include any agreements, contracts, or arrangements between the city, county, or city and county that created the redevelopment agency and the former redevelopment agency.

G. The Dissolution Act further provides that after a successor agency receives a finding of completion from the Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, loan agreements entered into between the redevelopment agency and the city, county or city and county that created the redevelopment agency may be deemed to be enforceable obligations under certain conditions.

H. The Successor Agency has received a finding of completion from DOF, as evidenced by a letter from DOF, dated June 12, 2013.

I. The parties desire to enter into this Amendment in order to ratify the existence and validity of the Loan, and to establish repayment terms for the repayment of the Loan pursuant to the Dissolution Act.

AMENDMENT

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and covenants contained herein, the Parties mutually agree as follows:

1. Purpose. The purpose of this Amendment is (a) to ratify the existence and validity of the SERAF Loan, and (b) to establish the repayment terms of the SERAF Loan pursuant to the Dissolution Act.

2. Loan Amount. It is the understanding and agreement of the parties that the total amount of the Loan owed to the City is \$457,821.00, plus interest calculated at the LAIF rate, as published on the California State Treasurer’s web site, from May 2010.

3. Loan was for Legitimate Redevelopment Purposes. The parties acknowledge and agree that the Loan amounts due to the City reflect repayment to the City of amounts loaned to or advanced on behalf of the Redevelopment Agency to further the Redevelopment Agency’s redevelopment activities, and was for legitimate redevelopment purposes.

4. Conditions Precedent to Repayment. The Parties understand and agree that, pursuant to the Dissolution Act, the Loan will be deemed to be an “enforceable obligation” only after completion of the following actions:

a. The Successor Agency shall have been issued a finding of completion by DOF pursuant to Health and Safety Code Section 34179.7. DOF issued a finding of completion to the Successor Agency on June 12, 2013.

b. The Successor Agency shall have applied for and the Oversight Board shall have approved the Loan, and made a finding that the Loan was for legitimate redevelopment purposes.

The Parties acknowledge and agree that DOF has issued a finding of completion to the Successor Agency pursuant to Health and Safety Code Section 34179.7. The Successor Agency and City shall cooperate in providing any documentation and evidence to the Oversight Board as necessary to obtain from the Oversight Board approval of the Loan, together with a finding that the Loan was for legitimate redevelopment purposes.

IN WITNESS WHEREOF, the City and Successor Agency have executed this Amendment as of the date first set forth above.

CITY OF WINTERS

By: _____
John W. Donlevy, City Manager

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

By: _____