



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 21, 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, April 7, 2015 (pp. 5-10)
- B. Resolution No. 2015-13, a Resolution of the City Council of the City of Winters Accepting a Grant Deed for Dedication of Parcel B for Right-of-Way for the Hudson Ogando Final Map #4684 (pp. 11-19)
- C. Proclamation by the City Council of the City of Winters Pledging April 22, 2015 as Earth Day (pp. 20)

PRESENTATIONS

Proclamation Recognizing Mariko Yamada for her Dedication and Continued Public Service (pp. 21)

Introduction of the 2015 Youth Day Council – No Backup

Proclamation Recognizing the Achievements of the 2015 Winters Warriors Girls Soccer Team (pp. 22)

Proclamation Declaring May 5, 2015 as BIG Day of Giving (pp. 23-24)

DISCUSSION ITEMS

- 1. Drought Water Use Policy (pp. 25-26)
- 2. Resolution 2015-14, a Resolution of the City Council of the City of Winters Authorizing the Transfer of the Valley Elderberry Beetle Mitigation Fund from the Money Market Account at First Northern Bank to an Endowment Fund at the Yolo Community Foundation (pp. 27-43)
- 3. Resolution 2015-15, a Resolution of the City Council of the City of Winters Approving an Assignment and Assumption of Development Agreement and Consent of City (pp. 44-55)
- 4. Planning Commission Terms and Appointment Process (pp. 56)
- 5. Putah Creek Non-Action Item – No Backup

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

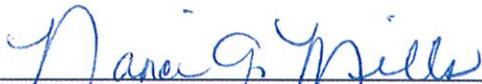
1.

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 21, 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 April 15, 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.

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*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 Tuesday, April 7, 2015

Executive Session

Pursuant to Government Code Section 54956.9 – Pending Litigation - Labor Negotiator John W. Donlevy, Jr., City Manager and Nanci G. Mills, Director of Administrative Services.

Mayor Aguiar-Curry said there was nothing to report out of Executive Session.

Regular Session

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

Present: Council Members Harold Anderson, Wade Cowan, Pierre Neu and Mayor Cecilia Aguiar-Curry.
Absent: Council Member Woody Fridae
Staff: City Manager John Donlevy, City Clerk Nanci Mills, City Attorney Ethan Walsh, Housing Programs Manager Dan Maguire, Environmental Services Manager Carol Scianna and Management Analyst Tracy Jensen.

Council Member Pierre Neu led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested the two presentations on tonight's agenda be moved to the April 21st agenda due to the Easter break. Motion by Council Member Cowan, second by Council Member Neu to approve the agenda with the noted changes. Motion carried with the following vote:

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS:

Sharon Bloom, 812 Carrion Circle, representing Pets Lost and Found Winters, said she administers a Facebook group page for Winters residents to help them find their lost pets faster or return lost pets to their rightful owner. She added that group members may join for free. Mayor Aguiar-Curry thanked Sharon for being pro-active with the City's pet population and asked City staff to post the flyer provided by Sharon and to post the group on the City's Facebook page.

Dave Felsch, 208 Lenis Avenue, brought forth a petition signed by area residents who are concerned with the speed of the cars in their neighborhood (not necessarily the traffic itself) and requested speed bumps be installed on Lenis Avenue. City Manager Donlevy said this request will be sent to the City's public works department, City Engineer and Police Department for their feedback. The first step will be to put out the radar trailer to increase awareness and to track & measure speed. The signers of the petition can expect to receive a letter from the City explaining the steps that will be taken by the City regarding this issue.

Lester Branscum, 311 Baker Street and owner of property at 2 Russell Street, said he recently received a copy of the street improvements in the Wolfskill Road/Railroad Avenue/Russell Street area and has a problem with the completion of the decorative walk as it will take away 3-4 parking places.

Paul Biasi of Biasi's Auto Repair at 2 Russell Street said making Wolfskill Road into a two-way street will leave them no street parking. They are already losing parking spaces due to the decorative walk, and if eliminated, they will have only one parking space out in front of their business. Paul said he didn't understand the benefit of turning Wolfskill Road into a two-way street. City Manager Donlevy said parking allowances may be accommodated, but the City Engineers want ingress and egress in and out of Wolfskill Road. This subject will be brought back to Council as an informational item.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, March 17, 2015
- B. Claim for Damages Submitted by Sharon Bartlett
- C. Special Event Application and Street Closure Request for Fourth Friday Feast Submitted by Winters Chamber of Commerce
- D. Winters Visitor Center Update and Proposed Lease Agreement
- E. Request for Street Closure and Application for Parade Permit for Winters Youth Day, Saturday, April 25
- F. Request for Street Closure for 7th Annual Winters Outdoor Quilt Festival, Saturday, June 20th

City Manager Donlevy gave an overview. Council Member Anderson wanted to recuse himself from Items C-F and Council Member Neu wanted to recuse himself from Item E due to a possible conflict of interest. Motion by Council Member Cowan, second by Council Member Neu to approve Consent Items A & B. Motion carried with the following vote:

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

Council Member Anderson recused himself for Consent Items C, D and F. Motion by Council Member Cowan, second by Council Member Neu to approve Consent Items C, D, and F. Motion carried with the following vote:

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

Council Members Anderson and Neu both requested to recuse themselves for Item E, and due to the possibility of not having a quorum, they drew numbers and Council Member Neu remained at the dais. Motion by Council Member Cowan, second by Council Member Neu to approve Consent Item E. Motion carried with the following vote:

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

Council Member Anderson returned to the dais.

PRESENTATIONS

Introduction of the 2015 Youth Day Council – **Moved to 4/21/15
City Council Agenda**

Proclamation Recognizing the Achievements of the 2015 Winters
Warriors Girls Soccer Team – **Moved to 4/21/15 City Council
Agenda**

DISCUSSION ITEMS

1. Public Hearing and Consideration of Resolution 2015-12, a Resolution of the City Council of the City of Winters Approving a Community Development Block Grant Application for Public Facilities and Public Services

Housing Programs Manager Dan Maguire gave an overview and introduced Bernadette Austin, Project Manager of Domas Development, who said the goal is to break ground in January, 2016. Mayor Aguiar-Curry asked if the construction for the senior center would start sooner than the housing portion and Bernadette said they would both start at the same time, but the senior center should be finished sooner. If so, a certificate of occupancy will be issued for the senior center prior to the completion of the housing portion. AB1299 will also provide funding for broadband for affordable and senior housing. Council Member Anderson asked about the Federal Reserve Bank and Bernadette said Domas will reach out to them as they are usually supportive of ethnic, senior and affordable housing projects. Dan held a public hearing on 3/25 to receive public input regarding the design of the project and received comments that were supportive of the application.

Mayor Aguiar-Curry opened the public hearing at 7:14 p.m. and closed the public hearing at 7:14 p.m. with no public comment.

Motion by Council Member Anderson, second by Council Member Neu to adopt Resolution 2015-12 approving a Community Development Block Grant (CDBG) General Allocation for Public Facilities and Public Services grant application in the amount of \$2,000,000 for the 2015 CDBG Notice of Funding Availability (NOFA) to the California State Department of Housing and Community Development. Motion carried with the following vote:

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

2. Contract for Construction Services Agreements with Solano Construction for Demolition of the Building and Property at 314 & 318 Railroad Avenue for the Downtown Hotel Project

Council Member Anderson recused himself due to a possible conflict of interest.

Housing Programs/Economic Development Manager Dan Maguire gave an overview and recommended the approval of a contract with Solano Construction, who was the low bidder for the demolition of the buildings at 314 and 318 Railroad Avenue. Glen DeVries of Solano Construction thanked the Council and

also thanked Dan Maguire, Gene Ashdown and Carol Scianna for their help and support.

Motion by Council Member Cowan, second by Council Member Neu, authorizing the City Manager to execute a contract with Solano Construction for the Construction Services Agreement for the Demolition of the Building and Property at 314 & 318 Railroad Avenue for the Downtown Hotel Project. Motion carried with the following vote:

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

Council Member Anderson returned to the dais.

3. Authorization to Extend the Exclusive Negotiation Agreement ("ENA") with Winters Healthcare Foundation for Development of a Federally Qualified Health Center ("FQHC") Project on a Portion of the Grant Avenue Commercial Property

Housing Programs/Economic Development Manager Dan Maguire gave an overview. The Exclusive Negotiating Agreement (ENA) expired mid-March and staff is recommending a 60-day extension of the current ENA to allow WHF to evaluate an alternate site versus the City-owned property.

Motion by Council Member Neu, second by Council Member Cowan to approve a 60-day extension of the Exclusive Negotiation Agreement (ENA) with Winters Healthcare Foundation for Development of a Federally Qualified Health Center ("FQHC") Project on a Portion of the Grant Avenue Commercial Property. Motion carried with the following vote:

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

4. Yolo County's First Annual Literacy Symposium

Council Member Neu volunteered to attend Yolo County's First Annual Literacy Symposium on Wednesday, April 29th from 2:00 p.m. to 5:00 p.m. on behalf of the City of Winters.

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

1. None
-

CITY MANAGER REPORT: Met with representatives from UCD regarding Stebbins Cold Canyon, who are as concerned as we are about the influx of hikers and the increased number of fire calls. The approximate number of hikers has increased from 35,000 to 65,000. Once the small parking lot fills up, hikers park along the highway and attempt to cross Hwy. 128 on a hairpin curve. Hikers who are unprepared also attempt to hike the very challenging trail. A permit system and public education/signage are a couple of ideas. Cell phone reception is bad and broadband could play an important role. Chief McAlister is working on public relations with land owners UC Davis Nature Reserve and BLM, who have no interest in doing anything. The gravel parking lot is owned by Cal Trans, which is a different division from the roads division and UC Davis legal council has to review any signage.

The car bridge will kick into gear on 4/28, where 10,000 yards of concrete will be poured in one day. Invitations will be distributed for the City BBQ to be held on 4/18, a simple potluck to be held at Creekside with hamburgers, hot dogs, beans, and salads. Rudy Valencia, President of the Volunteer Firefighters, is in charge of the BBQ. And Cal Fire did it to us again – they came and hired everyone in the room.

INFORMATION ONLY

1. January 2015 Treasurer Report
2. January 2015 Investment Report

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 7:41 p.m. in memory of Winters resident Millie Barker.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: April 21, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Alan Mitchell, City Engineer
SUBJECT: Grant Deed for Right of Way and Public Utility Easement for Hudson/Ogando Subdivision

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 2015-13, to accept a Grant Deed for dedication of Parcel B for Right of Way, and a Public Utility Easement, for the Hudson/Ogando Final Map #4684 and authorize the City Clerk to record the Grant Deed with the County Recorder.

BACKGROUND: The Hudson Ogando Subdivision project consists of approximately 72 single family lots on 15.97 acres, with Yolo County Assessor's Parcel Numbers 003-430-34 and 003-430-33, and located at the northwest side of Grant Avenue and Main Street. The Tentative Map was approved on November 15, 2005, and the Final Map was approved on October 7, 2014.

DISCUSSION: The Developer has realigned a portion of Taylor Street, which the City Engineer supports. Staff has reviewed the change and determined it to be a minor change and the Final Map is still in substantial compliance with the approved Tentative Map. The Final Map will be revised and processed by staff for recording with the County Recorder.

With the realignment of Taylor Street, one of the lots, identified as Parcel B, will be converted to Right-Of -Way (ROW) for Taylor Street. Adjoining the street right of way along the east side is a 7.5 foot Public Utility Easement (PUE). The Subdivision Ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements. Such dedications shall be made by deed.

The attached Resolution and Grant Deed conveys the property interests for the ROW and PUE. Therefore, Staff recommends the City Council approve Resolution No. 2015-13, to accept a Grant Deed for dedication of Parcel B for Right of Way, and a Public Utility Easement, for the

Hudson/Ogando Final Map #4684, and authorize the City Clerk to record the Grant Deed with the County Recorder

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: No City funds impacted.

Attachment: Resolution No. 2015-13
Grant Deed with Exhibits
Taylor Street Exhibit

RESOLUTION NO. 2015 - 13

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ACCEPTING THE GRANT DEED FOR PUBLIC RIGHT OF WAY AND UTILITY
EASEMENT FOR HUDSON/OGANDO SUBDIVISION FINAL MAP #4684**

WHEREAS, in order to maintain and upgrade public works facilities, and provide access and utility service to new development, it is sometimes necessary to obtain rights of way and easements from private property owners that create a subdivision; and

WHEREAS, the City's subdivision ordinance (16.12.010 Dedication of Streets and Easements) requires a subdivider to dedicate or make an irrevocable offer of dedication of all parcels of land within the subdivision that are needed for streets, alleys, including access rights and abutters' rights, drainage, public utility easements, and other public easements; and

WHEREAS, such dedications of land for said purposes shall be made by deed; and

WHEREAS, the City Council on October 7, 2014 approved Hudson/Ogando Subdivision Final Map No. 4684; and

WHEREAS, said Map includes the extension of Taylor Street as public Right-of-Way (ROW), and a 7.5-foot Public Utility Easement (PUE); and

WHEREAS, the north end of Taylor Street was realigned, necessitating the need for additional ROW and a PUE; and

WHEREAS, adoption of this Resolution will accept the Grant Deed for conveyance of the additional ROW and PUE for Hudson/Ogando Subdivision Final Map No. 4684, and authorize the City Clerk to sign and record the Grant Deed on behalf of the City.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters as follows:

1. Accept the Grant Deed for conveyance of the right of way and public utility easement for Hudson/Ogando Subdivision Final Map No. 4684; and
2. Authorize the City Clerk to sign the Grant Deed on behalf of the City; and
3. Authorize the City Clerk to record the Grant Deed with the County Recorder.

PASSED AND ADOPTED by the City Council of the City of Winters, on this 21st day of April, 2015,
by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, City Clerk

Approved as to form:

Ethan Walsh, City Attorney

RECORDING REQUESTED BY:
CITY OF WINTERS

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

WHEN RECORDED MAIL

TO:
City Clerk
City of Winters
318 First Street
Winters, CA 95694

DOCUMENT TRANSFER TAX \$ _____

-

Signature of declarant determining tax

G R A N T D E E D

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

Ashdon Development, LLC

GRANT(S) TO CITY OF WINTERS, A MUNICIPAL CORPORATION, (Grantee) all of that real property situate in the County of Yolo, State of California, described as follows:

A permanent Public Right of Way (Parcel B) and 7.5-foot wide Public Utility Easement in and to that portion of the real property situate, lying and being in the City of Winters, County of Yolo, State of California, such right of way and easement being more particularly described by the following Exhibits and attached hereto and made a part hereof:

FOR LEGAL DESCRIPTIONS SEE EXHIBITS "A" AND "B" ATTACHED HERETO AND MADE A PART HEREOF

The purpose of the public right of way and utility easement are for, construction, installation, removal, repair, replacement, reconstruction, maintenance and operation, and use for public right of way/roadway improvements and utilities such as, but not limited to, water distribution systems, storm drainage systems, sewer collection systems, electrical facilities, and associated appurtenances, over, along, upon, under, and across said property.

Grantor Further Grants to Grantee the right to:

1. Grant said easement or a portion thereof to other public utilities or public agencies;
2. Review and control of landscape plantings, trimming, maintenance and/or removal of trees within said Easement;
3. Review and control all signage and other appurtenances on said easement;
4. Review and control all vehicle access across said property;

Dated this _____ day of _____, 2015

By: _____
Clyde Miles

"This conveyance is accepted by the undersigned on behalf of the City of Winters pursuant to City Council Resolution _____, recorded (date: _____), in the Recorder's Offices of the aforesaid County and State."

Dated: _____

Signed: _____
Nanci Mills, City Clerk Winters

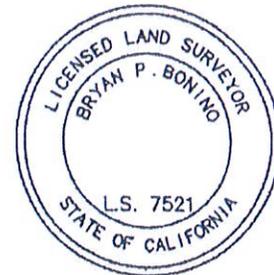
EXHIBIT A

**LEGAL DESCRIPTION
for
THE CITY OF WINTERS**

That real property in the City of Winters, County of Yolo, State of California, situate in a portion of Section 21, Township 8 North, Range 1 West, Mount Diablo Base and Meridian, and being a portion of Parcel One, as described in that Quitclaim Deed recorded February 11, 2013, as Document No. 2013-0004748-00, Yolo County Records, and being more particularly described as follows:

PARCEL B:

BEGINNING at a point on the North line of said Parcel One, said point being distant North 89°38'14" East 12.53 feet from the Northwest corner of said Parcel One; thence, from said POINT OF BEGINNING, and along said North line, the following two (2) courses: (1) North 89°38'14" East 57.42 feet; and (2) South 81°44'41" East 15.40 feet; thence, leaving said North line, along a non-tangent curve to the right having a radius point bearing North 81°14'17" West 543.50 feet, a central angle of 02°31'54", and an arc length of 24.02 feet to a point of reverse curvature; thence, along a reverse curve to the left having a radius point bearing South 78°42'23" East 456.50 feet, a central angle of 08°23'02", and an arc length of 66.80 feet; thence South 43°35'28" East 29.02 feet to a point on the North line of Ireland Street, as it appears in that Grant Deed to the City of Winters recorded as DOC-2014-0028576-00, Yolo County Records; thence, along said North line, South 89°54'29" West 92.59 feet; thence, leaving said North line, along a non-tangent curve to the right having a radius point bearing South 89°46'56" East 528.50 feet, a central angle of 11°04'33", and an arc length of 102.16 feet to a point of reverse curvature; thence, along a reverse curve to the left having a radius point bearing North 78°42'23" West 471.50 feet, a central angle of 01°24'31", and an arc length of 11.59 feet to the POINT OF BEGINNING.



Bryan P. Bonino
Bryan P. Bonino, L.S. 7521

4/9/15
Date

Containing 8,407 square feet of land, more or less.

TOGETHER with a Public Utilities Easements, 7.50 feet in width, lying parallel and adjacent to the Easterly line of Parcel B, as it appears on Exhibit B, attached hereto.

The basis of bearings for this description is the East line of said Section 12, shown as South 00°16'57" West on that certain map filed in Book 7 of Parcel Maps at Page 50, said County Records.

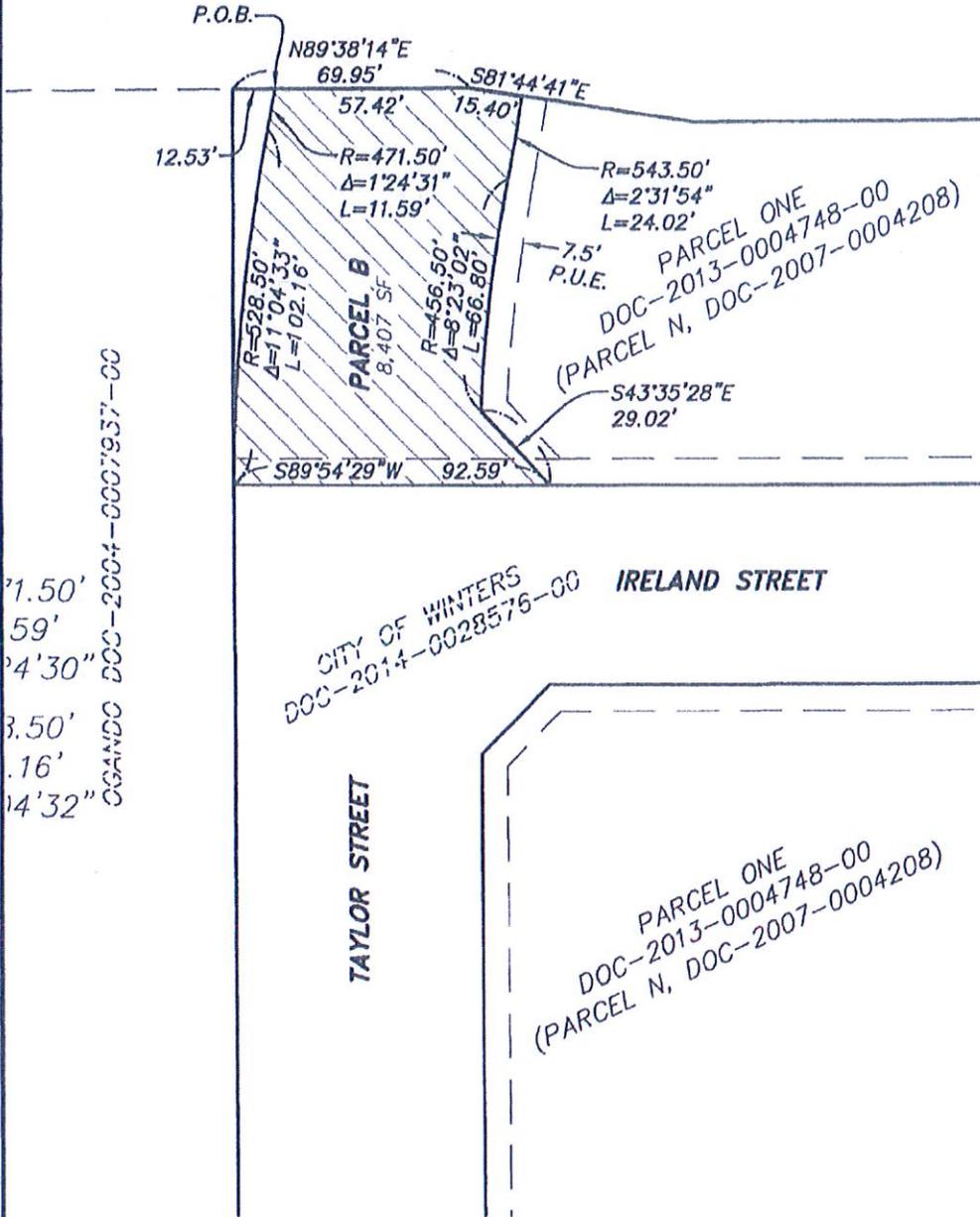
End of description.

This description was prepared by me or under my direction in accordance with Section 8761 of the Professional Land Surveyors Act.

PARCEL M-1
 CERTIFICATE OF COMPLIANCE FOR LLA
 DOC-2007-0004208-00

LEGEND:

-  GRANT DEED AREA
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITIES EASEMENT



OGANDO DOC-2004-0007937-00
 1.50'
 59'
 4'30"
 3.50'
 .16'
 14'32"

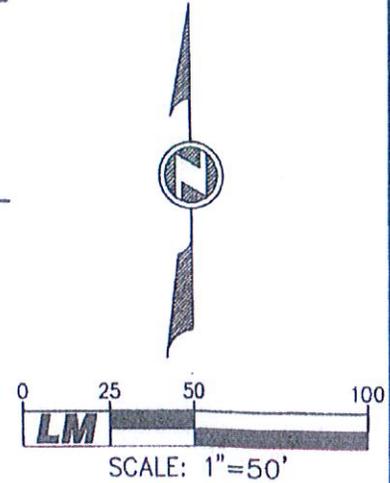
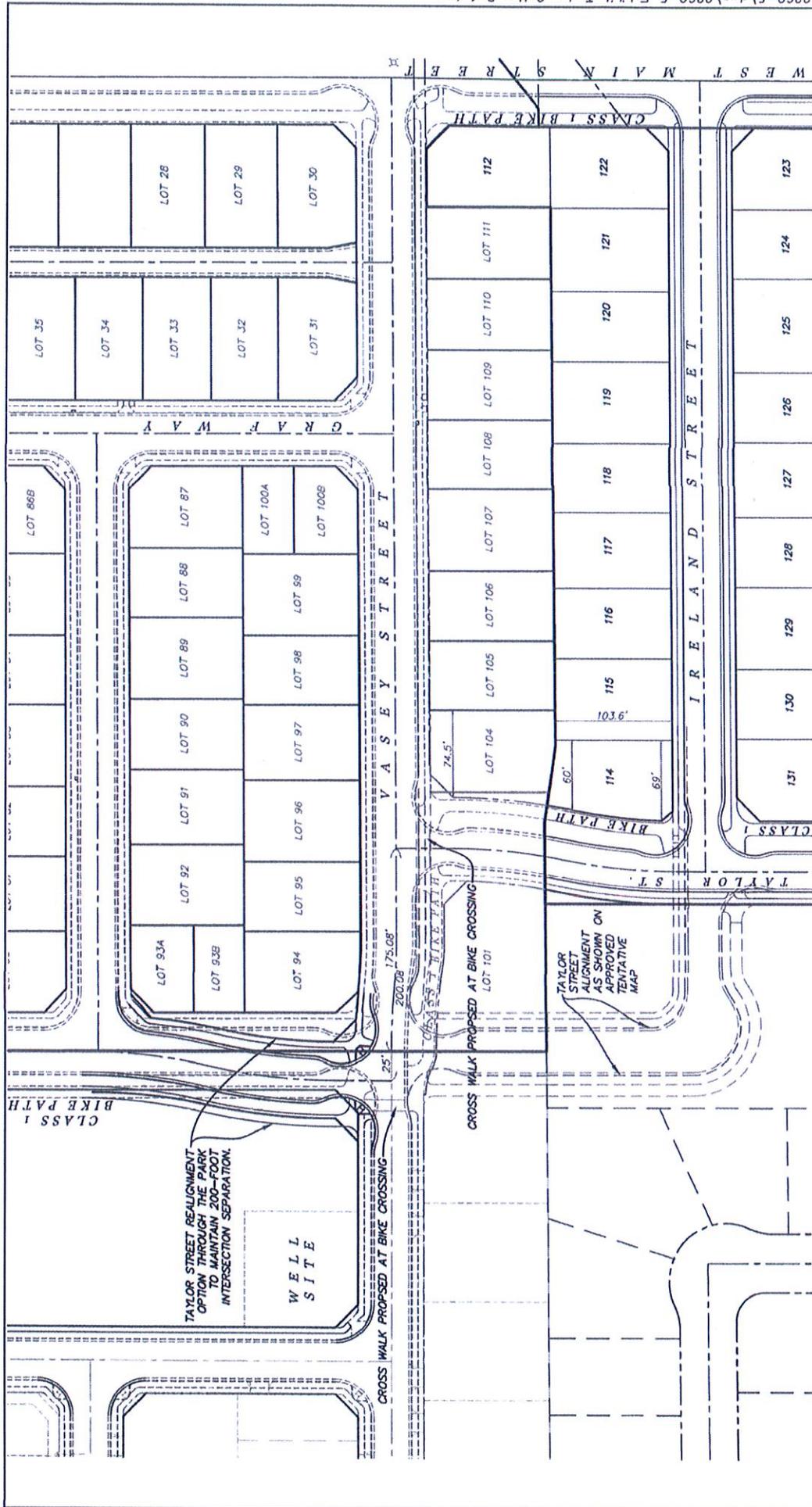


EXHIBIT B
CITY OF WINTERS
 LOCATED IN A PORTION OF SECTION
 21, TOWNSHIP 8 NORTH, RANGE 1
 WEST MOUNT DIABLO MERIDIAN
 CITY OF WINTERS, YOLO COUNTY,
 CALIFORNIA

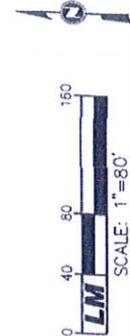
LM LAUGENOUR AND MEIKLE
 CIVIL ENGINEERING · LAND SURVEYING · PLANNING
 608 COURT STREET, WOODLAND, CALIFORNIA 95695 · PHONE: (530) 662-1755
 P.O. BOX 828, WOODLAND, CALIFORNIA 95776 · WEB: www.lmce.net

SHEET 1 OF 1 APRIL 9, 2015

2260-5_Exhibit_Grant Deed-Parcel B



OPTION B
FOR
TAYLOR STREET
FOR
HUDSON-OGANDO, CALLAHAN
ESTATES, AND WINTERS HIGHLANDS
SHEET 1 OF 1
APRIL 1, 2015



- NOTES:**
1. LOST CALLAHAN ESTATES LOT 102 & 103.
 2. LOST HUDSON-OGANDO LOT 113.
 3. INTERSECTION ALIGNMENT WILL MEET ALL SITE AND STOPPING DISTANCE DESIGN REQUIREMENTS.

LM LAUGENOUR AND MEIKLE
CIVIL ENGINEERING · LAND SURVEYING · PLANNING
800 EAST STREET, STOCKTON, CALIFORNIA 95210 · PHONE: (530) 962-1733
P.O. BOX 825, WOODBRIDGE, CALIFORNIA 95773 · FAX: (530) 962-4825



**Earth Day Proclamation
April 22, 2015**

WHEREAS the global community now faces extraordinary challenges, such as global health issues, food and water shortages, and economic struggles; and

WHEREAS all people, regardless of race, gender, income, or geography, have a moral right to a healthy, sustainable environment with economic growth; and

WHEREAS it is understood that the citizens of the global community must step forward and take action to create a green economy to combat the aforementioned global challenges; and

WHEREAS a green economy can be achieved on the individual level through educational efforts, public policy, and consumer activism campaigns; and

WHEREAS it is necessary to broaden and diversify this global movement to achieve maximum success; and

WHEREAS Earth Day is the beginning of a new year for environmental stewardship commitments, to implement sustainability efforts and commit to an Earth Day resolution(s); and

FURTHERMORE, let it be known that the City of Winters hereby encourages its residents, businesses and institutions to use **EARTH DAY** to celebrate the Earth and commit to building a sustainable and green economy;

NOW THEREFORE LET IT BE RESOLVED, the City of Winters, hereby pledges this Earth Day, April 22, 2015, to support green economy initiatives in the City of Winters and to encourage others to undertake similar actions.

Mayor Cecilia Aguiar-Curry

Mayor Pro Tem Woody Fridae

Councilmember Harold Anderson

Councilmember Wade Cowan

Councilmember Pierre Neu

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



*A Proclamation of the City Council of the City of Winters
Recognizing Mariko Yamada
for her Dedication and Continued Public Service*

WHEREAS, Mariko Yamada served as Assembly Member from 2008-2014 representing all or parts of Colusa, Lake, Napa, Solano, Sonoma and Yolo counties; and

WHEREAS, during her six years in the Assembly, Mariko saw 36 of her bills signed into law, served as the Chair of the Assembly Aging and Long Term Care Committee and was the senior member on the Assembly Committees on Agriculture; Water, Parks and Wildlife; and Veteran Affairs; and

WHEREAS, Mariko also served on the following committees: Assembly Rules, Labor & Employment, and Housing and Community Development. She was also the Chair of the Assembly Select Committees on State Hospital and Developmental Center Safety, Sustainable and Organic Agriculture, and served on the Assembly Select Committee on Homelessness; State School Financial Takeovers; Foster Care; Workforce Development Within the Developmentally Disabled Community; Wine; and the 2010 Census, among others; and

WHEREAS, some of the Mariko's achievements include the development of the Volunteer Income Tax Assistance Program, assisting high school students with their college financial aid applications through her sponsored Cash4College Workshops and hosting numerous veteran's service fairs as well as AB 60 Workshops for undocumented drivers.

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Winters hereby recognizes and commends Mariko Yamada for her service to the community of Winters.

Mayor Cecilia Aguiar-Curry

Mayor Pro Tem Woody Fridae

Council Member Harold Anderson

Council Member Wade Cowan

Council Member Pierre Neu

City Manager John W. Donlevy Jr.

ATTEST: Nanci G. Mills, City Clerk



*A Proclamation of the City Council of the City of Winters
Recognizing the 2015 Winters Warriors Girls Soccer Team as the Northern
Section DIII and Sacramento Valley North Champions*

WHEREAS, the Winters Warriors Girls Soccer team won the first ever Section Championship in school history by beating the Orland Trojans on Saturday, March 1, 2015. They saved their best, most refined game for last showing why soccer is called "the beautiful game"; and

WHEREAS, congratulations are bestowed upon the Winters Warriors Girls Soccer team, the 2014-15 Northern Section DIII and Sacramento Valley North Champions, whose League record was 8-0 and their overall record was 18-5; and

WHEREAS, all of the team members contributed to the team's success, many members of the Winters Warriors Girls Soccer team were recognized by the League for their individual achievements: Sofia Evanoff, Offensive League MVP & Team Co-MVP; Vanessa Arellano, Defensive League MVP & Team Co-MVP; Isabel Angel, All League 1st Team & Coaches Award; Logan Kreun, Meghan Murphy, Adriana Jimenez, and Deisy Salinas, All League First Team; Heidi Masem, Scholar Athlete & All League Honorable Mention; Ashley Drummond and Lizbeth Mendoza, All League Honorable Mention; and,

WHEREAS, Sofia Evanoff led the team in points (97) and goals (42), and Vanessa Arellano led the team in assists (16) and saves (98); and

NOW, THEREFORE, BE IT PROCLAIMED that the City Council of the City of Winters hereby recognizes the Winters Warriors Girls Soccer team for their level of dedication and congratulates them for their athletic achievements on behalf of Winters High School and the City of Winters.

Mayor Cecilia Aguiar-Curry

Mayor Pro Tem Woody Fridae

Council Member Harold Anderson

Council Member Wade Cowan

Council Member Pierre Neu

City Manager John W. Donlevy Jr.

ATTEST: Nanci G. Mills, City Clerk



**A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
DECLARING MAY 5TH, 2015 AS “BIG DAY OF GIVING, AND ITS PARTNERS:
GIVELOCALNOW, SACRAMENTO REGION COMMUNITY FOUNDATION, PLACER
COMMUNITY FOUNDATION AND YOLO COMMUNITY FOUNDATION”**

WHEREAS, the City Council of the City of Winters, County of Yolo, California does hereby find as follows:

WHEREAS, May 5th, 2015 is the BIG Day of Giving in our region,

WHEREAS, the BIG Day of Giving, a 24-hour giving challenge starting at midnight and ending at 11:59pm on May 5th, hopes to raise \$5 Million in unrestricted funds for 500 nonprofits across the region and engage 25,000 donors with 30% of those as new donors to the nonprofit, raise \$500,000 in match and prize money, and be #1 in the country as the most generous region;

WHEREAS, the BIG Day of Giving is led by a partnership of the region’s premier community foundations: Sacramento Region Community Foundation, Placer Community Foundation, and Yolo Community Foundation;

WHEREAS, Sacramento Region, Placer, and Yolo Community Foundations play a leading role in promoting and advancing philanthropy and giving, and offer a vehicle for many charitable donors to support the causes they care about;

WHEREAS, the BIG Day of Giving is part of the region’s GiveLocalNow initiative, a regional philanthropic initiative to raise the level of giving in the region, as our region’s level of giving at 62% falls below the national average, and that by raising that level of giving by 4 percentage points would increase the amount of contributions to nonprofits to this region by \$235 million to \$249 million annually;

WHEREAS, the BIG Day of Giving falls under a national day of giving affiliated with the Give Local America campaign;

WHEREAS, the BIG Day of Giving’s participating nonprofits, had to successfully complete a rigorous and transparent process of creating a profile on the GivingEdge, the region’s first philanthropic database, sharing information about finances, governance, programs, management, and specific needs in order to be eligible to participate, this year there are five local groups participating; Center for Land-Based Learning, Putah Creek Council, Winters Friends of the Library, Winters Healthcare Foundation and Winters Theatre Company;

WHEREAS, the BIG Day of Giving's participating nonprofits are a large economic engine that offers opportunities for giving, volunteerism and community involvement that enhance community life and make our region a better place to live;

WHEREAS, the BIG Day of Giving's participating nonprofits will develop their own marketing campaigns to encourage donors and new donors to give to them, using multiple communications and social media channels;

WHEREAS, the BIG Day of Giving has enlisted many matching fund and prize challenge partners to make donations go further and motivate donors to give and nonprofits to compete for prize challenges;

WHEREAS, the BIG Day of Giving's has enlisted many outreach and business partners to act as ambassadors to help publicize the event and encourage the community-at-large to give:

NOW, THEREFORE, BE IT HEREBY PROCLAIMED by the Winters City Council of the County of Yolo, California, that May 5th, 2015 be recognized as the BIG Day of Giving, to raise the level of philanthropy in the region, as led by the Sacramento Region, Placer, and Yolo Community Foundations. .

PASSED AND ADOPTED this 21th day of April 2015.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 21, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Elliot Landes, Associate
SUBJECT: Drought Policy

RECOMMENDATION:

That the City Council review staff policy requiring water conservation methods based on directions from the State Water Resources Control Board, including:

- Reducing water use by 25 percent, compared to use in 2013.
- Landscape watering only on two days of the week, Monday and Thursday.
- No washing down of paved surfaces.
- Reducing water waste resulting from inefficient landscape irrigation.
- Irrigating residential and commercial landscape before 10 a.m. and after 6 p.m.
- Using hand-held hoses equipped with positive shut-off nozzles.
- Using re-circulated water to operate ornamental fountains.
- Serving and refilling water in restaurants only upon request.

BACKGROUND:

The City and Region are in our fourth year of California's worst recorded drought, and the State Water Control Board has issued directives to water providers, with the goal of reducing water consumption by 25 percent, compared to 2013.

Winters water use in 2014 was down 16 percent over 2013, though 2013 was a spike up from 2012. Our use in 2014 year was only 359,307,000 gallons. Reducing use to 320,905,000 gallons should be possible in Winters, which would meet the 25 percent reduction the state is requiring. This requires water users to use 11 percent less than in 2014.

Staff will announce the directives through ads, inserts in the bills, press releases, mailed

notices and social media. Staff will use door hangers for homeowners that are not complying.

A reduction in water use will reduce some costs of running the water system, however, there are some fixed costs that simply do not change. Staff is evaluating the effect of reduced water usage on the Water Department budget, as well as the effect of implementing treatment options for Chrome 6 issues and will bring forward recommendations for addressing these issues at a future date.

FISCAL IMPACT:

Staff anticipates up to \$300 for advertising the new measures.



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: April 21, 2015
THROUGH: John W. Donlevy, Jr., City Manager *JW*
FROM: Shelly A. Gunby, Director of Financial Management *Shelly*
SUBJECT: Approve Transfer of Valley Elderberry Beetle Mitigation Fund from First Northern Money Market Account to the Yolo Community Foundation as an Endowment Fund.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution 2015-14 transferring the funds held for Valley Elderberry Beetle Mitigation Fund in a Money Market Account First Northern Bank to the Yolo Community Foundation, setting up an Endowment Fund, and further, authorizing staff to open an Expendable Fund for the investment earnings generated by the Endowment Funds.

BACKGROUND:

In February 2012, as a part of the North Bank Project along Putah Creek, the City of Winters was required to set aside, in perpetuity, funding for the mitigation of the habitat of the Valley Elderberry Beetle. At the time, the funds were placed in a Money Market Account at First Northern Bank with limitations on spending the funds. The Principal amount is to be protected and remain untouched forever, and the investment earnings were to be used for the maintenance of the mitigation area. The total principal invested in the account is \$148,935.53 and the investment earnings received since 2012 are \$904.61. The current earnings rate is .10%.

The Foundation's endowment portfolio's target return is 7.8% and the amount available to grant is 4% annually. . 1% of the investment earnings are used to pay the support fee charged to manage the fund. Historically through 2/28/15, the portfolio has returned 10.5%, 8.5% and 4.2% over the past 3, 5, and 7 year periods. All returns are net of investment management fees.

If additional mitigation funds are required to be set aside, we can deposit those funds into the existing endowment at any time.

Spensible earnings are available January of each year, and if not spent, then would revert back to the principal and become unavailable. For this reason, staff is seeking to open a separate

expendable fund with Yolo Community Foundation, in January of 2016, into which the spendable earnings would be deposited. By opening the separate expendable fund, the investment earnings will be able to accumulate and be available should it be needed when mitigation maintenance is required.

FISCAL IMPACT:

Increased investment earnings on the fund, which allows for greater financial ability to maintain the mitigation area when the need arises.

ATTACHMENTS:

Resolution 2015-14

Yolo Family of Funds Agency Fund Agreement-Endowed

Yolo Family of Funds Agency Fund Agreement-Expendable

RESOLUTION No. 2015-14

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS APPROVING THE TRANSFER OF THE VALLEY ELDERBERRY BEETLE MITIGATION FUNDS FROM THE MONEY MARKET ACCOUNT AT FIRST NORTHERN BANK TO AN ENDOWMENT FUND AT YOLO COMMUNITY FOUNDATION

WHEREAS, in February 2012 the Valley Elderberry Beetle Mitigation Fund was created at First Northern Bank for the safekeeping of funding for the Maintenance of the mitigation area; and

WHEREAS, all principal is to remain in a protected fund in perpetuity; and

WHEREAS the investment earnings rate was estimated to be approximately 4.2% at the time the mitigation fund was created; and

WHEREAS, the investment earnings rate is currently .10%; and

WHEREAS, the expendable earnings from the Yolo Community Endowment Fund would be 4%, which is much closer to the estimated earnings rate at inception; and

WHEREAS, the revenue collected from the investments is to be used to maintain the mitigation area;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters:

- A. An Endowment Fund shall be created for the City of Winters at the Yolo Community Foundation for the purpose of investing the existing Valley Elderberry Beetle Mitigation Fund in perpetuity, and protecting the Principal Balance of the Fund from any decrease in value.
 1. All funds contained in the First Northern Bank Money Market Account titled V.E.L.B Mitigation shall be transferred to the Yolo Community Foundation Fund to be titled "Valley Elderberry Beetle Mitigation Fund-Endowment." Such transfer shall take place immediately upon the creation of the Fund at the Yolo Community Foundation.
 2. All funds currently held in the First Northern Bank Money Market Account titled V.E.L.B Mitigation shall be considered "Principal" and shall be held in the "Valley Elderberry Beetle Mitigation Fund-Endowment."
- B: An Expendable Fund shall be created for the City of Winters at the Yolo Community Foundation for the purpose of collecting the expendable investment earnings from the "Valley Elderberry Beetle Mitigation Fund-Endowment." This shall be known as the "Valley Elderberry Mitigation-Expendable".
 1. This fund shall be opened when the first distribution of expendable earnings has occurred, expected to be January 2016.
 2. This fund will automatically receive all expendable investment earnings from the "Valley Elderberry Beetle Mitigation Fund-Endowment."
 3. Expenditures from this fund will be for the sole purpose of maintaining the Valley Elderberry Beetle Mitigation Area.

PASSED AND ADOPTED by the City Council, City of Winters, this 21st day of April 2015 by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, CITY CLERK



SACRAMENTO REGION
COMMUNITY
FOUNDATION



Yolo Family of Funds Agency Fund Agreement - Endowed

Welcome to the Sacramento Region Community Foundation in affiliation with the Yolo Community Foundation.

Please complete this Fund Agreement to establish an **Endowed Agency Fund** with the Sacramento Region Community Foundation for its affiliate, the Yolo Community Foundation. Endowment funds are meant to exist in perpetuity to carry out the purpose as stated in this agreement. Only the spendable amount, as determined by the Foundation’s Board of Directors, is available for distribution annually. Any property and/or funds transferred to the Foundation for the creation of this fund or in the future for the purpose set forth in this agreement represent **unconditional and irrevocable endowed gifts**.

Acceptance of all gifts is subject to the provisions of the Foundation’s Gift Acceptance Policy.

This Fund Agreement, effective (mm/dd/yyyy) _____ between _City of Winters_____ (“Agency”), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, and the Yolo Family of Funds of the Sacramento Region Community Foundation (“Foundation”), establishes an **Endowed Agency Fund** (“Fund”) at the Foundation.

1 Name your Fund

Please choose a name for your Fund. Grant distributions made from the Fund are accompanied by a letter from the Foundation which typically includes the name of the Fund (e.g., John Smith Endowment Fund).

Valley Elderberry Beetle Mitigation -- *Fund Name*

Check here to authorize the Foundation to use your Fund name in Foundation materials.

Check here if you wish all grants from your Fund to remain anonymous.

2 Purpose

In the space provided, please describe the charitable purpose(s) of the Fund.

To provide ongoing funding for maintenance of the Valley Elderberry Beetle Mitigation area along the Putah Creek Nature Trail in Winters, CA

3 Agency Information

Please provide establishing agency information and authorizing agency signer.

<u>Shelly Gunby</u> FULL NAME (first, middle, last) Director of Financial Management	<u>Mrs.</u> PREFERRED SALUTATION (e.g., Mr. James L. Smith or Jim Smith)
<u>TITLE</u> City of Winters	
<u>AGENCY NAME</u>	
<u>318 First Street</u> BUSINESS ADDRESS	<u>Winters</u> <u>CA 95694</u> CITY STATE ZIP
<u>530-795-4935</u> <u>530-794-6704</u> FAX BUSINESS PHONE	<u>shelly.gunby@cityofwinters.org</u> E-MAIL

4 Online Access

x Sign up Agency Fund Contacts for online access to the fund at Donor Central (www.sacregcf.org/donors/). We'll email you your login name and password.

5 Contributions

The minimum initial contribution to establish a fund is \$10,000. Additional gifts can be made in any amount. If making a contribution of multiple securities or assets, please attach pages as needed.

X Check for \$ 149,480.14 (to be adjusted to actual at time of disbursement from First Northern Bank)

- Marketable securities _____ shares of _____
- Mutual funds _____ shares of _____

- IRA/retirement plan/life insurance (attach a copy of the policy/beneficiary information)
- Real estate (Please refer to the Gift Acceptance Policy and attach appropriate forms as needed.)
- Other: _____

6 Spendable Amount

Spending Policy-The Foundation shall appropriate for expenditure for the purposes for which the Fund is established so much of the Fund as the Foundation deems prudent, in accordance with the Uniform Prudent Management of Institutional Funds Act (UPMIFA) (as amended from time to time) and the Spending Policy adopted by the Foundation (as amended from time to time).

The dollar amount is determined by calculating the rolling average fair market value of the fund over the previous 12 quarters (or since inception for funds less than three years old). This rolling average is then multiplied by the current spending percentage to arrive at a spendable amount. The Board reviews its spending policy annually, and may increase or decrease the percentage available to spend. A copy of the Foundation's current Spending Policy is available upon request.

7 Investments and Fees

A. For the purposes of investments, the Foundation does not segregate the assets of any single fund from the assets of the Foundation's other component funds. However, the Foundation will keep a separate account of the Fund's assets, and the Fund's proportionate share of all investment earnings and investment fees will be applied to the Fund.

B. Compensation of the Foundation. The Foundation shall retain reasonable compensation for its services and expenses. Such compensation shall be established by the Board of Directors of the Foundation. Fees may increase or decrease depending on the level of service required by the Agency at the time this agreement is signed, and the amount in the Fund. The fee is an annual fee which is calculated monthly, and paid directly to the Foundation from the Fund on a monthly basis. The fee may be changed annually, but requires 45 days written notice to the Agency.

The **Support Fee** for the Fund created herein is the greater of \$250.00 or 1% of the fair market value of the fund per annum. However, the fee structure for Future Funds, such as a bequest or charitable trust, will be based on the fee structure in place at the date of funding.

8 Contact Information

Fund Contacts are tied to positions at the agency. Only Fund Advisors to the Fund have the privilege of making grant recommendations. Each Contact will receive appropriate correspondence regarding the Fund unless otherwise indicated. A maximum of four (4) Contacts is permitted.

Contact 1

<u>Shelly Gunby</u> FULL NAME (first, middle, last) City of Winters	<u>Director of Financial Management</u> TITLE
<u>BUSINESS NAME</u>	<u>318 First Street,</u> ADDRESS x Business or <input type="checkbox"/> Home
<u>530-795-4935 530-794-6704</u> FAX BUSINESS PHONE	<u>Winters, CA 95694</u> CITY STATE ZIP
<u>shelly.gunby@cityofwinters.org</u> EMAIL ADDRESS	

- x FUND Representative – viewing
- x FUND Advisor – grant requests & business

Contact 2

John W. Donlevy, Jr.
 FULL NAME (first, middle, last)
 City of Winters

BUSINESS NAME

530-795-4935 530-795-4910 ext 110
 FAX BUSINESS PHONE

john.donlevy@cityofwinters.org
 EMAIL ADDRESS

- x FUND Representative – viewing
- x FUND Advisor – grant requests & business

City Manager

TITLE

318 First Street
 ADDRESS x Business or Home

Winters CA 95694
 CITY STATE ZIP

Contact 3

Nanci Mills
 FULL NAME (first, middle, last)

City of Winters
 BUSINESS NAME

530-795-4935 530-794-6701
 FAX BUSINESS PHONE

Nanci.mills@cityofwiners.org
 EMAIL ADDRESS

- x FUND Representative – viewing
- x FUND Advisor – grant requests & business

City Clerk

TITLE

318 First Street
 ADDRESS x Business or Home

Winters CA 95694
 CITY STATE ZIP

Contact 4

FULL NAME (first, middle, last)

BUSINESS NAME

FAX BUSINESS PHONE

EMAIL ADDRESS

- FUND Representative – viewing
- FUND Advisor – grant requests & business

TITLE

ADDRESS Business or Home

CITY STATE ZIP

9 Succession Plan

Agency may request that upon dissolution of the agency, any assets remaining in the Fund be administered in any or all of the ways set out below. The total percentages selected should equal 100.

Transfer ___% of the Fund's assets to support nonprofit public charities chosen by the Foundation's Yolo Community Foundation Advisory Board and staff to meet the community's greatest needs. If the Agency has a preference for a specific field of interest or geographic area, please specify:

Transfer ___% of the Fund's assets to the **Joan Q. Hogan Endowment Fund** to support Yolo County well into the future through grants to Yolo County organizations and support for operating expenses related to such work.

Transfer ___% of the Fund's assets to create an Endowed Designated Fund to benefit the nonprofit charitable organization named: _____

10 Signatures

Please read over the additional provisions below. The Authorized Agency Signer and Contacts (if applicable) must sign.

Policies The undersigned have received and reviewed this Agreement and agree to the terms thereof, and Foundation policies referred to in this Agreement. The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes.

Gifts The undersigned understand that any contribution to a Fund at the Foundation, once accepted by the Board of Directors of the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

Endowment Funds The undersigned understand and acknowledge that any Endowment Fund created under this Agreement (with Sacramento Region Community Foundation) is a permanent fund and that only the annual spendable amount will be available for distribution (see the section entitled Spendable Amount in this agreement). The undersigned understand that any contribution to an Endowment Fund once accepted by the Board of Directors of the Foundation represents an unconditional and irrevocable gift to the Foundation and is not refundable.

Succession Plans In the event that the undersigned shall not have a succession plan to make recommendations for the Fund after incapacity of the initial Agency, then the Foundation's succession plan policy and procedure shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

Investments The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Fund are subject to market and interest rate fluctuations. The total investment return of each investment manager is net of its operating expenses.

Indemnity In consideration of the Foundation's creating a Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Fund.

Variance Power It is understood that the Fund to be established pursuant to this agreement will be subject to the provisions of the Articles of Incorporation and Bylaws of the Sacramento Region Community Foundation, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds for any specified charitable purpose or to specified organizations if, in its sole judgment (without the necessity of the approval of any other party), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served by the Foundation.

For Donors and Fund Contacts It is understood that no tangible benefits or privileges will be accepted nor passed on to any donors, contacts, or related parties of this fund. It is also understood that no pledges, grants, loans, or other financial obligations will be satisfied through grants from this fund, and that the IRS rules of grantmaking established for scholarships will continue to guide each fund.

For Donor Advised Funds It is understood that no tangible benefits or privileges offered in connection with this fund will be accepted nor passed on to any donors, advisors, or related parties of this fund. Tangible benefits include, but are not limited to tickets to a dinner or performance, general admission to a facility or event, membership privileges, or any material items. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from Donor Advised Funds. It is also understood that Donor Advised Fund Grants cannot be used to satisfy all or a portion of a pre-existing personal pledge or other financial obligation of the donor, advisors or any related parties. Advisors may, however, recommend that a grant be paid out over multiple years, subject to grant approval and annual due diligence. Grants to individuals such as scholarships, emergency hardship grants or disaster relief grants is prohibited. This includes checks written directly to an individual or checks written to an entity for the benefit of a specified individual.

Individual Grantmaking Because a scholarship award benefits an individual and not an organization, we refer to the awarding of scholarships as "individual grantmaking." The Internal Revenue Service has certain regulations (outlined in *Developing a Scholarship Program*) pertaining to individual grantmaking with which the Foundation must comply, including definitions that apply to the role of contacts and advisors in recommending grants to the Foundation.

Signatures indicate agreement to the foregoing.

Authorized Agency Signer

Sacramento Region Community Foundation

SIGNATURE

SIGNATURE

John W. Donlevy, Jr.

NAME (please print)

NAME

TITLE

DATE

DATE

Contact 1 (if differs from authorizing signer)

Contact 2 (if differs from authorizing signer)

SIGNATURE

SIGNATURE

Shelly Gunby

NAME (please print)

NAME (please print)

DATE

DATE

Internal SRCF staff notes

Date of gift: _____

Fund ID: _____

Fund type: _____

Anonymous: Yes No

Special provisions:



SACRAMENTO REGION
COMMUNITY
FOUNDATION



Yolo Family of Funds Agency Fund Agreement - Expendable

Welcome to the Sacramento Region Community Foundation in affiliation with the Yolo Community Foundation.

Please complete this Fund Agreement to establish an **Expendable Fund** with an irrevocable gift to the Sacramento Region Community Foundation for its affiliate, the Yolo Community Foundation. Any property and/or funds transferred to the Foundation in the future for the purpose set forth in this agreement represent **unconditional and irrevocable gifts**. Acceptance of all gifts is subject to the provisions of the Foundation's Gift Acceptance Policy.

This Fund Agreement, effective (mm/dd/yyyy) _____ between
__City of Winters_____ ("Agency"), a nonprofit public benefit corporation duly organized and existing under the laws of the State of California, and the Sacramento Region Community Foundation ("Foundation"), establishes an Agency Expendable Fund ("Fund") at the Foundation.

1 Name your Fund

Please choose a name for your Fund. Grant distributions made from the Fund are accompanied by a letter from the Foundation which typically includes the name of the Fund (e.g., John Smith Fund).

Valley Elderberry Beetle Mitigation Expendable -- Fund
Name

Check here to authorize the Foundation to use your Fund name in Foundation materials.

Check here if you wish all grants from your Fund to remain anonymous.

2 Purpose

In the space provided, please describe the charitable purpose(s) of the Fund.

To be used for the accumulation of earnings from the Valley Elderberry Beetle Endowment Fund in order to provide funding for the maintenance of the mitigation area along the Putah Creek Nature Path.

3 Agency Information

Please provide establishing agency information and authorizing agency signer.

Shelly Gunby

FULL NAME (first, middle, last)

PREFERRED SALUTATION

(e.g., Mr. James L. Smith or Jim Smith)

Director of Financial Management

TITLE

City of Winters

AGENCY NAME

318 First Street

BUSINESS ADDRESS

Winters

CITY

CA

STATE

95694

ZIP

530-795-4935

FAX

530-794-6704

BUSINESS PHONE

shelly.gunby@cityofwinters.org

E-MAIL

4 Online Access

x Sign Agency Fund Contacts up for online access to the fund at Donor Central (www.sacregcf.org/donors/). We'll email you your login name and password.

5 Contributions

The minimum initial contribution to establish a fund is \$10,000. Additional gifts can be made in any amount. If making a contribution of multiple securities or assets, please attach pages as needed.

- Check for \$ _____
- Marketable securities _____ shares of _____
- Mutual funds _____ shares of _____

- IRA/retirement plan/life insurance
(attach a copy of the policy/beneficiary information)
- Real estate
(Please refer to the Gift Acceptance Policy and attach appropriate forms as needed.)
- Other: _____

6 Spendable Amount

A Fund Contact may from time to time, but a least annually, make suggestions to the Foundation concerning the distributions exclusively for charitable purposes consistent with the purpose expressed in Section 2 of this agreement.

In order for a grant to be processed from the Fund, the current balance (excluding uncleared checks and pending stock transfers) must be adequate to cover the distribution amount and any current applicable administrative fees. If the Agency desires to keep the fund open, the Foundation's required minimum balance of \$500 must remain in the Fund.

7 Investments and Fees

For the purposes of investments, the Foundation does not segregate the assets of any single fund from the assets of the Foundation's other component funds. However, the Foundation will keep a separate account of the Fund's assets, and the Fund's proportionate share of all investment earnings and investment fees will be applied to the Fund. The Agency may choose from three Investment Portfolios:

- Short Term Portfolio** - The purpose of this portfolio is to provide a high level of liquidity for funds with short term grant making strategies.
- x **Intermediate Term Portfolio** - The purpose of this portfolio is to balance mild liquidity needs with a reasonable level of expected appreciation over full market cycles.
- Long Term Portfolio** - The purpose of this portfolio is to mimic the Endowment as close as possible with the intention of maintaining assets within the pool for a long time frame.

The Foundation shall retain reasonable compensation for its services and expenses. Such compensation shall be established by the Board of Directors of the Foundation. Fees may increase or decrease depending on the level of service required by the Agency at the time this agreement is signed, and the amount in the Fund. The fee is an annual fee which is calculated monthly, and paid directly to the Foundation from the Fund on a monthly basis. The fee may be changed annually, but requires 45 days written notice to the Agency.

The **Support Fee** for the Fund created herein is the greater of \$250 or 2.0 % of the fair market value of the fund per annum.

8 Contact Information

Fund Contacts are tied to positions at the agency. Each Contact to the Fund has the privilege of making grant recommendations. Each Contact will receive appropriate correspondence regarding the Fund unless otherwise indicated. A maximum of four (4) Contacts is permitted.

Contact 1

<u>Shelly Gunby</u> FULL NAME (first, middle, last)	<u>Director of Financial Management</u> TITLE
<u>City of Winters</u> BUSINESS NAME	<u>318 First Street</u> ADDRESS <input checked="" type="checkbox"/> Business or <input type="checkbox"/> Home
<u>530-795-4935</u> <u>530-794-6704</u> FAX BUSINESS PHONE	<u>Winters</u> <u>CA</u> <u>95694</u> CITY STATE ZIP
<u>shelly.gunby@cityofwinters.org</u> EMAIL ADDRESS	
<input type="checkbox"/> FUND Representative – viewing <input type="checkbox"/> FUND Advisor – grant requests & business	

Contact 2

<u>John W. Donlevy, Jr.</u> FULL NAME (first, middle, last)	<u>City Manager</u> TITLE
<u>City of Winters</u> BUSINESS NAME	<u>318 First Street</u> ADDRESS <input checked="" type="checkbox"/> Business or <input type="checkbox"/> Home
<u>530-795-4935</u> <u>530-795-4910 ext 110</u> FAX BUSINESS PHONE	<u>Winters</u> <u>CA</u> <u>95694</u> CITY STATE ZIP
<u>john.donlevy@cityofwinters.org</u> EMAIL ADDRESS	
<input checked="" type="checkbox"/> FUND Representative – viewing <input checked="" type="checkbox"/> FUND Advisor – grant requests & business	

Contact 3

<u>Nanci Mills</u> FULL NAME (first, middle, last)	<u>City Clerk</u> TITLE
<u>City of Winters</u> BUSINESS NAME	<u>318 First St</u> ADDRESS <input type="checkbox"/> Business or <input type="checkbox"/> Home

530-795-4935 530-794-6701
FAX BUSINESS PHONE

Winters CA 94694
CITY STATE ZIP

nanci.mills@cityofwinters.org
EMAIL ADDRESS

x FUND Representative – viewing
xx FUND Advisor – grant requests & business

Contact 4

FULL NAME (first, middle, last)

TITLE

BUSINESS NAME

ADDRESS Business or Home

FAX BUSINESS PHONE

CITY STATE ZIP

EMAIL ADDRESS

FUND Representative – viewing
 FUND Advisor – grant requests & business

9 Succession Plan

Agency may request that upon dissolution of the agency, that any assets remaining in the Fund be administered in any or all of the ways set out below. The total percentages selected should equal 100.

Transfer ___% of the Fund’s assets to the **Yolo County Community Impact Fund** for grantmaking to Yolo County nonprofit organizations, including but not limited to arts and culture, basic human needs, education and community health, as recommended by the YCF Advisory Board.

Transfer ___% of the Fund’s assets to the **Joan Q. Hogan Endowment Fund** to support Yolo County well into the future through grants to Yolo County organizations and support for operating expenses related to such work.

Transfer ___% of the Fund’s assets to create a Designated Fund to benefit the Yolo County nonprofit charitable organization named: _____

10 Signatures

Please read over the additional provisions below. The Authorized Agency Signer and Contacts (if applicable) must sign.

Policies The undersigned have received and reviewed this Agreement and agree to the terms thereof, and Foundation policies referred to in this Agreement. The undersigned hereby certify that all information presented in connection with this Agreement is accurate to the best knowledge of the undersigned and will promptly notify the Foundation in writing of any changes.

Gifts The undersigned understand that any contribution to a Fund at the Foundation, once accepted by the Board of Directors of the Foundation, represents an irrevocable gift to the Foundation and is not refundable.

Endowment Funds The undersigned understand and acknowledge that any Endowment Fund created under this Agreement (with Sacramento Region Community Foundation) is a permanent fund and that only the annual spendable amount will be available for distribution (see the section entitled Spendable Amount in this agreement). The undersigned understand that any contribution to an Endowment Fund once accepted by the Board of Directors of the Foundation represents an irrevocable gift to the Foundation and is not refundable.

Succession Plans In the event that the undersigned shall not have designated Successor Advisors or a succession plan to make recommendations for the Fund after incapacity of the initial Agency, then the Foundation's succession plan policy and procedure shall apply and the Foundation shall have no liability to any party for carrying out such policy and procedure.

Investments The undersigned understand that investments will be administered in accordance with the policies of the Foundation. The undersigned acknowledge that the investments in the Fund are subject to market and interest rate fluctuations. The total investment return of each investment manager is net of its operating expenses.

Indemnity In consideration of the Foundation's creating a Fund at the request of the undersigned individual(s) or entity and for other good and valuable consideration, the undersigned hereby agree to indemnify and hold harmless the Foundation against any liability, cost, or expense which the Foundation may incur by reason of its acting upon instructions or recommendations given to the Foundation by any of the undersigned or by persons authorized to make recommendations with regard to the Fund.

Variance Power It is understood that the Fund to be established pursuant to this agreement will be subject to the provisions of the Articles of Incorporation and Bylaws of the Sacramento Region Community Foundation, including the power reserved by the Board of Directors to modify any condition or restriction on the distribution of funds for any specified charitable purpose or to specified organizations if, in its sole judgment (without the necessity of the approval of any other party), such restriction or condition becomes, in effect, unnecessary, incapable of fulfillment, or inconsistent with the charitable needs of the community or area served by the Foundation.

For Donors and Fund Contacts It is understood that no tangible benefits or privileges will be accepted nor passed on to any donors, contacts, or related parties of this fund. It is also understood that no pledges, grants, loans, or other financial obligations will be satisfied through grants from this fund, and that the IRS rules of grantmaking established for scholarships will continue to guide each fund.

For Donor Advised Funds It is understood that no tangible benefits or privileges offered in connection with this fund will be accepted nor passed on to any donors, advisors, or related parties of this fund. Tangible benefits include, but are not limited to tickets to a dinner or performance, general admission to a facility or event, membership privileges, or any material items. Donors, advisors or any related parties may not receive grants, loans, compensation or similar payments (including expense reimbursements) from Donor Advised Funds. It is also understood that Donor Advised Fund Grants cannot be used to satisfy all or a portion of a pre-existing personal pledge or other financial obligation of the donor, advisors or any related parties. Advisors may, however, recommend that a grant be paid out over multiple years, subject to grant approval and annual due diligence. Grants to individuals such as scholarships, emergency hardship grants or disaster relief grants is prohibited. This includes checks written directly to an individual or checks written to an entity for the benefit of a specified individual.

Individual Grantmaking Because a scholarship award benefits an individual and not an organization, we refer to the awarding of scholarships as "individual grantmaking." The Internal Revenue Service has certain regulations (outlined in *Developing a Scholarship Program*) pertaining to individual grantmaking with which the Foundation must comply, including definitions that apply to the role of contacts and advisors in recommending grants to the Foundation.

Signatures indicate agreement to the foregoing.

Authorized Agency Signer

Sacramento Region Community Foundation

SIGNATURE

SIGNATURE

John W. Donlevy, Jr.

NAME (please print)

TITLE

DATE

DATE

Contact 1 (if differs from authorizing signer)

Contact 2 (if differs from authorizing signer)

SIGNATURE

SIGNATURE

Shelly Gunby

NAME (please print)

NAME (please print)

DATE

DATE

Internal SRCF staff notes

Date of gift: _____

Fund ID: _____

Fund type: _____

Anonymous: Yes No

Special provisions:



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: April 21, 2015
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Ethan Walsh, City Attorney
SUBJECT: Assignment and Assumption of Winters Highlands Amended and Restated Development Agreement

RECOMMENDATION: Staff recommends that the Council approve Resolution No. 2015-15 authorizing the City Manager to execute the attached Assignment and Assumption of the Winters Highlands Amended and Restated Development Agreement.

BACKGROUND: At the February 2, 2015 City Council meeting, the Council adopted Ordinance No. 2015-01, approving an Amended and Restated Development Agreement by and between the City and GBH-Winters Highlands, LLC for the development of certain property known as the “Winters Highlands” property. The Amended and Restated Development Agreement was the product of negotiations between the City and Homes by Town of Sacramento, a home building company that had secured an option to purchase the Winters Highlands property from GBH-Winters Highland, LLC, provided that certain changes could be made to the development entitlements for property. Now that the Amended and Restated Development Agreement has been approved by the Council, Homes by Towne has moved forward with closing on their purchase of the Property. As part of this process, the current owner and Homes by Towne have requested that the City consent to the assignment and assumption of the Amended and Restated Development Agreement, in accordance with Section 2.5 of the Amended and Restated Development Agreement.

DISCUSSION: Section 2.5 of the Amended and Restated Development Agreement provides that GBH Highlands has the right to assign the Development Agreement, subject to City approval. The City cannot withhold its approval of the assignment, which shall not be unreasonably withheld, provided that the assignee (in this case, a Homes by Towne limited liability company) has the financial ability to meet the obligations of the Development Agreement, and has adequate

experience with residential or non-residential developments of comparable scope and complexity. Homes by Towne provided financial information in accordance with the process agreed to in Section 2.5 of the Amended and Restated Development Agreement, and based on the information provided the City's Finance Director confirmed that Homes by Towne has the financial ability to meet the obligations of the Development Agreement. Further, City staff has confirmed that they do have experience in similar residential developments, and therefore meet the criteria for assignment as set forth in the Amended and Restated Development Agreement. Further, the City negotiated the terms of the Amended and Restated Development Agreement with Homes by Towne representatives, and always anticipated that they would assume responsibility for development of the property.

The City is not a party to the Assignment and Assumption Agreement, but will sign the Agreement in order to consent to the assignment, in accordance with the terms of the Amended and Restated Development Agreement.

FISCAL IMPACT: There is no fiscal impact from this action.

RESOLUTION No. 2015-15

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF WINTERS APPROVING AN ASSIGNMENT AND
ASSUMPTION OF DEVELOPMENT AGREEMENT AND
CONSENT OF CITY**

WHEREAS, the City of Winters (“City”) has entered into an Amended and Restated Development Agreement (“Development Agreement”) with GBH-Winters Highlands, LLC, a California limited liability company for the development of that certain property known as the “Winters Highlands” property in the City of Winters (the “Property”); and

WHEREAS, GBH-Winters Highlands, LLC (“Assignor”) is selling the Property to HBT of Winters Highlands LLC, a California limited liability company (“Assignee”); and

WHEREAS, pursuant to Section 2.5 of the Development Agreement, the Assignor has requested that the City consent to the assignment and assumption of the Development Agreement from Assignor to Assignee; and

WHEREAS, the City has determined that it is appropriate to consent to such assignment and assumption from Assignor to Assignee and desires to provide such consent through the Assignment and Assumption of Development Agreement and Consent of City (the “Assignment Agreement”) in the form on file with the City Clerk; and

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

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

Section 2. Approval of Assignment and Assumption of Development Agreement and Consent of City. The City Council hereby approves the Assignment Agreement, in substantially the form on file with the City Clerk of the City of Winters together with non-substantive changes and amendments as may be approved by both the City Manager and City Attorney. The City Council further directs the City Manager to execute the Assignment Agreement to confirm the City’s consent

Section 3. 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 Oversight Board declares that the Oversight Board would have adopted this Resolution irrespective of the invalidity of any particular portion of this Resolution.

Section 4. Implementation of Agreement. The City Manager is hereby authorized and directed to take any actions and execute any and all necessary documents to implement the Agreement.

Section 5. **Effective Date.** This Resolution shall take effect immediately upon its adoption.

I HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of the City of Winters at a regular meeting held on the 21st day of April, 2015, by the following vote:

AYES:

NOES:

ABSENT:

Cecilia Aguiar-Curry, Mayor
City of Winters

ATTEST:

Nanci G. Mills, City Clerk

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

**ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AGREEMENT
AND CONSENT OF CITY**

This Assignment and Assumption of Development Agreement and Consent of of City (“Assignment”) is entered into as of _____, 2015 (the “**Effective Date**”), by and between **GBH-WINTERS HIGHLANDS, LLC**, a California limited liability company (the “**Assignor**”), and **HBT OF WINTERS HIGHLANDS LLC**, a California limited liability company (the “**Assignee**”).

RECITALS

A. As of the Effective Date, Assignor has conveyed to Assignee all of its right, title and interest in and to that certain real property located in the City of Winters, County of Yolo, State of California, as more particularly described in **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Benefited Land**”).

B. From and after the Effective Date, Assignor desires to assign and transfer to Assignee all of Assignor’s right, title and interest in, to and obligations under the Development Agreement (as defined below) related to the Benefited Land and to evidence Assignee’s assumption of Assignor’s obligations and liabilities under the Development Agreement, all upon the terms and conditions set forth below. As used herein, the “**Development Agreement**” shall collectively mean and refer to that certain development agreement and the amendments thereto identified in **Exhibit “B”** attached hereto and incorporated herein by this reference.

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Pursuant to **Section 2.5** of the Development Agreement, Assignor hereby assigns to Assignee all of Assignor’s right, title and interest in, to and obligations under the Development Agreement, related to the Benefited Land subject to the terms, covenants, conditions and provisions thereof, without warranty of any kind, express or implied.

2. Assignee accepts the foregoing assignment and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor under the

Development Agreement accruing from and after the Effective Date and agrees to perform and be bound by any and all of the terms, covenants, conditions and obligations under the Development Agreement to be observed, kept or performed by Assignor, from and after the Effective Date.

3. The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

4. Except as expressly modified by this Assignment, the Development Agreement shall continue in full force and effect according to its respective terms. This Assignment shall not be construed as (i) conferring upon Assignor or Assignee any greater rights than those contained in the Development Agreement, (ii) diminishing any rights under the Development Agreement, (iii) assigning any provisions of the Development Agreement other than as set forth herein, or (iv) modifying the Development Agreement in any respect.

6. This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature and acknowledgment pages of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) and acknowledgment(s) thereon, provided such signature and acknowledgment pages are attached to any other counterpart identical thereto except having additional signature and acknowledgment pages executed and acknowledged by other parties to this Assignment attached thereto.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Assignor and the Assignee have duly executed this Assignment as of the date first written above.

ASSIGNOR:

GBH-WINTERS HIGHLANDS, LLC,
a California limited liability company

By: _____
Dara S. O'Farrell
Managing Member

ASSIGNEE:

HBT OF WINTERS HIGHLANDS LLC,
a California limited liability company

By: Towne Development of Sacramento, Inc.

Its: Manager

By: _____
Jeffrey M. Pemstein
Vice President

CONSENT OF CITY:

The undersigned, the City Manager of the City of Winters (the “City”), hereby confirms that by City Council Resolution No. _____, the City has approved and consented to this Assignment of the Development Agreement to the Assignee as of the Effective Date pursuant to Section 2.5 of the Development Agreement.

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

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ACKNOWLEDGMENT

State of California)
)
County of _____)

On _____, 2015 before me, _____, Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of _____ that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

EXHIBIT A

Legal Description of the Benefited Land

Real property in the City of Winters, County of Yolo, State of California, described as follows:

[To Be Inserted]

EXHIBIT B

Development Agreement

(i) Development Agreement by and between the City of Winters (“City”) and GBH-Winters Highlands, LLC (“GBH”) dated and recorded May 30, 2006 as Document No. 2006-0020954-00, Official Records of Yolo County, California (“Official Records”).

(ii) First Amendment to Development Agreement by and between the City and GBH dated as of December 21, 2006 and recorded January 19, 2007 as Document No. 2007-0002146-00 of Official Records.

(iii) Second Amendment to Development Agreement by and between the City and GBH dated as of February 19, 2009 and recorded March 16, 2009 as Document No. 2009-0007219-00 of Official Records.

(iv) Amended and Restated Development Agreement by and between the City and GBH dated as of _____, 2015 and recorded _____ as Document No. _____ of Official Records.



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers

DATE : April 21, 2015

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

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

SUBJECT: Planning Commission Vacancy

RECOMMENDATION:

Staff recommends that the City Council give staff direction on what method to use in moving forward to fill Planning Commission appointments for terms expiring July 1, 2015.

BACKGROUND:

The Planning Commissioner's terms that are expiring are:

- Patrick Riley (Interested in continuing)
- Luis Reyes (Not interested in continuing)
- Bill Biasi (Interested in continuing)

Last time there were appointments made to the Planning Commission, the Council agreed by motion to select Councilmembers Cowan and Neu as the two-member committee to interview applicants, bring their recommendation to Council of the top two candidates, do not include applications on the agenda but announce the top five candidates as a matter of public record.

Several options could be:

1. Select two Council Members to serve on the Interview and Selection Committee and come back to Council with recommendation.
2. Make an appointment of someone.
3. Direct City Clerk to prepare a notice and advertise in the newspaper that we are accepting applications to fill a planning commission vacancy.

FISCAL IMPACT:

None