

1 AGREEMENT NO. 92-153

2 (Agreement Between the Redevelopment Agency of the
3 City of Winters and the County of Yolo Pursuant to
4 Health and Safety Code Section 33410)

5 THIS AGREEMENT (the "Agreement") is made and entered into this
6 25th day of August, 1992, by and between the REDEVELOPMENT
7 AGENCY OF THE CITY OF WINTERS (the "Agency") and the COUNTY OF YOLO
8 (the "County")

9 I. [\$100] RECITALS

10 A. The Agency has prepared a Redevelopment Plan (the
11 "Redevelopment Plan") for the Winters Redevelopment Project (the
12 "Project") pursuant to the California Community Redevelopment Law
13 (Health and Safety Code §33000 et seq.), and the Redevelopment Plan
14 was adopted by of the City Council of the City of Winters on
15 July 20, 1992.

16 B. The County is a taxing agency with territory located
17 within the boundaries of the project (the "Project Area").

18 C. Pursuant to Article XVI, Section 16 of the California
19 Constitution, §33670 et seq. of the Community Redevelopment Law and
20 the Redevelopment Plan for the Project, increases in the assessed
21 values of the property within the Project Area above the sum of the
22 assessed values as shown on the 1991-92 assessment roll will result
23 in that portion of property taxes levied each year on such increases
24 in assessed values being allocated and paid to the Agency as Tax
25 Increments to pay the principal of and interest on loans, monies
26 advanced to or indebtedness incurred by the Agency to finance or

1 refinance, in whole or in part, redevelopment of the Project.

2 D. Based upon information contained in the Agency's
3 Report to Council on the Redevelopment Plan, which included
4 information provided by the County during the fiscal review process,
5 the Agency has determined that because of the loss in property taxes
6 the County could incur due to the Project and increases in service
7 demands upon the County, certain actions as set forth below are
8 necessary to alleviate the burden and detriment or potential burden
9 and detriment of the County.

10 E. The Agency and the County desire to enter into this
11 Agreement to provide for future payments by the Agency to the County
12 of amounts of money which are necessary and appropriate in order to
13 alleviate the future financial burden or detriment which the Agency
14 has determined is caused to the County by the Project.

15 F. In consideration of this Agreement determining the
16 obligations of the Agency, the County is foregoing the right to
17 contest the establishment of the Redevelopment Plan for the Project,
18 including, but not limited to, filing a suit, and the Agency
19 recognizes this as good and legal consideration.

20 AGREEMENTS

21 NOW, THEREFORE, THE AGENCY AND THE COUNTY HEREBY AGREE AS
22 FOLLOWS:

23 II. [§200] DEFINITIONS.

24 For the purposes of this Agreement, the following terms shall
25 have the following meanings:

26 //

1 A. [\$201] ACO's Share

2 The term "ACO's Share" means 1.11 percent of property
3 taxes, being the amount of property taxes the County would have
4 received on behalf of the County Accumulated Capital Outlay Fund
5 from property within the Project Area if there were no provision in
6 the Redevelopment Plan for the allocation of Tax Increments to the
7 Agency.

8 B. [\$202] Community Redevelopment Law

9 The term "Community Redevelopment Law" means the
10 California Community Redevelopment Law as set forth in California
11 Health and Safety Code §33000 et seq.

12 C. [\$203] County's Share

13 The term "County's Share" means 27.09 percent of property
14 taxes, being the percentage of property taxes the County would have
15 received on behalf of the County General Fund from property within
16 the Project Area if there were no provision in the Redevelopment
17 Plan for the allocation of Tax Increments to the Agency.

18 D. [\$204] County Library's Share

19 The term "County Library's Share" means 2.53 percent of
20 property taxes, being the amount of property taxes the County would
21 have received on behalf of the County Library Fund from property
22 within the Project Area if there were no provision in the
23 Redevelopment Plan for the allocation of Tax Increments to the
24 Agency.

25 //

26 //

1 F. [\$205] Project

2 The term "Project" means the proposed Winters
3 Redevelopment Project.

4 G. [\$206] Project Area

5 The term "Project Area" means the area within the Winters
6 Redevelopment Project, as shown and as described in the
7 Redevelopment Plan for the Winters Redevelopment Project.

8 H. [\$207] Redevelopment Plan

9 The term "Redevelopment Plan" means the Redevelopment Plan
10 for the Winters Redevelopment Project as adopted by the Winters City
11 Council.

12 I. [\$208] Tax Increments

13 The term "Tax Increments" means the property taxes to be
14 allocated to the Agency from the Project Area pursuant to §33670 et
15 seq. of the Community Redevelopment Law and Article XVI, Section 16
16 of the California Constitution, less amounts received by affected
17 taxing agencies pursuant to §33676 of the Community Redevelopment
18 Law.

19 III. [\$300] PAYMENTS

20 A. [\$301] Amount of Payments

21 The Agency shall annually pass through to the County the
22 following payments:

23 1. During each fiscal year in which the Agency
24 receives Tax Increments, it shall pass through to the County 100% of
25 the ACO's Share of the Tax Increments and 100% of the County
26 Library's Share of the Tax Increments.

1 2. Commencing with the first fiscal year in which
2 the Agency receives Tax Increments and continuing until the end of
3 the fifteenth (15th) fiscal year in which the Agency receives Tax
4 Increments, the Agency shall annually pass through to the County
5 forty percent (40%) of the County's Share of the Tax Increments.
6 The obligation of the Agency to pass through a share of the Tax
7 Increments under this subsection 2 shall cease if the County
8 approves a use on any of the parcels described on Exhibit "A" to
9 this agreement other than a use which is allowed or substantially
10 similar to those uses allowed under the County's Agricultural
11 General Plan designation or the A-1 or AP zones as those uses were
12 defined at the time that this agreement first takes effect.
13 "Allowed" uses include conditional and accessory uses. Approval of
14 such a use shall not affect the Agency's obligations to make
15 payments under any other subsection of this §301. For purposes of
16 this subsection the County shall not be considered as having
17 approved a use if it has been compelled to do so by a final order of
18 a court of competent jurisdiction.

19 3. Commencing with the sixteenth (16th) fiscal year
20 in which the Agency receives Tax Increments and continuing until the
21 end of the twentieth (20th) fiscal year in which the Agency receives
22 Tax Increments, the Agency shall annually pass through to the County
23 sixty four percent (64%) of the County's Share of the Tax
24 Increments.

25 4. Commencing with the twenty-first (21st) fiscal
26 year in which the Agency receives Tax Increments and continuing

1 until the Agency no longer receives Tax Increments, the Agency shall
2 annually pass through to the County one hundred percent (100%) of
3 the County's Share of the Tax Increments.

4 5. County shall give the Agency timely notice of
5 applications for development permits on the parcels described on
6 Exhibit "A" provided, however, that the failure to give such notice
7 shall not affect the apportionment of payments under this Agreement.

8 C. [\$302] Subordination

9 The County agrees to subordinate its interest herein and
10 allow the Agency to pledge all or any portion of the Tax Increments
11 otherwise payable to the County under this Agreement in order to
12 secure the repayment of Agency indebtedness incurred for the
13 Project; provided the Agency submits to the County evidence
14 reasonably satisfactory to the County, the approval of which shall
15 not be unreasonably withheld, demonstrating its ability to repay
16 such indebtedness incurred for the Project without demand being made
17 on the payments due to the County under the terms of this Agreement.
18 Any such demonstration shall include, without limitation, an
19 assurance by the Agency that it will reimburse the County in full
20 for any payments which are due to the County and which the County
21 agrees the Agency may use, if necessary, to repay any such
22 indebtedness. Any such reimbursement payments shall be made on
23 terms to be agreed upon by the Agency and the County but shall be
24 subordinate to outstanding Agency indebtedness secured in whole or
25 in part by Tax Increments.

26 //

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

D. [§303] Prohibitions

In no event shall payments be made to the County by the Agency:

1. which would exceed the amount that the County would have otherwise received from property taxes from the Project Area had the Redevelopment Plan not provided for the division of taxes required by §33670 of the Community Redevelopment Law; or
2. which would be contrary to the provisions of §33401 of the Community Redevelopment Law.

The parties agree and acknowledge that the payments to the County provided in this Agreement are not contrary to and do not violate §33401 of the Community Redevelopment Law.

E. [§304] County Auditor Disbursement of Payments

Agency agrees that it will claim the amounts it is obligated to pay pursuant to §301 of this Agreement on its Statement of Indebtedness filed with the County Auditor-Controller pursuant to Health and Safety Code §33675. To facilitate administration of payments pursuant to this Agreement, the Agency and County agree that in lieu of the County Auditor-Controller making payments to the Agency pursuant to Health and Safety Code §33670 and the Agency then making payments to the County pursuant to this Agreement, the County Auditor-Controller may withhold from the amount to be paid to the Agency pursuant to Health and Safety Code §33670 the amounts to be paid to the County pursuant to this Agreement and pay such amounts to the County directly. At the request of the Agency, the County Auditor shall send the Agency the supporting information and

1 calculations used to determine the amounts paid to the County.

2 IV. [\$400] TERMINATION OF AGREEMENT

3 The Agency and the County agree not to file and the County
4 agrees not to engage in any litigation to directly or indirectly
5 test or challenge the validity of the Project, the Redevelopment
6 Plan, the Final EIR on the Redevelopment Plan or this Agreement;
7 however, this Section shall not preclude the Agency from initiating
8 a bond validation suit which is deemed necessary by the Agency to
9 assure adequate financing for the Project.

10 In the event any litigation is initiated attacking the validity
11 of the Project, the Redevelopment Plan, or the Final EIR on the
12 Redevelopment Plan, and a judgment becomes final which declares the
13 Project, the Redevelopment Plan, or the Final EIR on the
14 Redevelopment invalid, this Agreement shall become null and void.

15 V. [\$500] MISCELLANEOUS

16 A. [\$501] This Agreement shall constitute an
17 indebtedness of the Agency incurred in carrying out the Project and
18 a pledging of Tax Increments from the Project to repay such
19 indebtedness under the provisions of Article XVI, Section 16, of the
20 California Constitution and §§33670-33677 of the Health and Safety
21 Code.

22 B. [\$502] This Agreement shall be effective upon the
23 date first mentioned above.

24 //

25 //

26 //

1 IN WITNESS WHEREOF, the Agency and the County have entered into
2 this Agreement as of the date first above written.

3
4 AGENCY:

5 REDEVELOPMENT AGENCY OF THE
6 CITY OF WINTERS

7 By William Ganner
Chairman

8 ATTEST:

9
10 By Nanci Mills
Nanci Mills, Secretary

11 COUNTY:

12 COUNTY OF YOLO, a political subdivision
13 of the State of California

14 By Betty A. Marchand
CHAIR, BOARD OF SUPERVISORS
15 COUNTY OF YOLO, STATE OF CALIFORNIA

16 ATTEST
17 PAUL J. CLERK
18 BOARD OF SUPERVISORS

19 By [Signature]
20
21

22 PAK:REDEVELOP.WNT
23
24
25
26

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

EXHIBIT "A"

Section 301. Parcels affected are as follows:

Two adjacent parcels No. 9 and No. 10 south of Canal Boulevard and east of I-505 as identified in Assessor's Map Book 38, page 7. One parcel which is north of Canal Boulevard and immediately east of I-505 as identified as parcel No. 48 in Assessor's Map Book 38, page 5.

Amended January 7, 19932