



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, March 15, 2016
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, March 1, 2016 (pp. 4-10)
- B. Support Letter for Proposition 1 Storm Water Resources Planning Grant Application (pp. 11-12)
- C. Street Closure Request for Monthly Car Show (pp. 13-15)
- D. Memorandum of Understanding (MOU) with Yolo County Regarding Bail Bond Judgements (pp. 16-22)

PRESENTATIONS

DISCUSSION ITEMS

- 1. Approval of a Disposition and Development Agreement ("DDA) between the City of Winters and Urban Community Partners for certain Real Property fronting Railroad Avenue between East Main and East Abbey Streets (APN# 003 224 001) (pp. 23-55)
- 2. Letter of Support for SB 1396, for the Formation of the Northern Inner Coastal Range Conservancy (pp. 56-79)
- 3. Street Naming (pp. 80-83)
- 4. Parking Committee Request for Proposal – Parking Consultant Services (pp. 84-98)

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

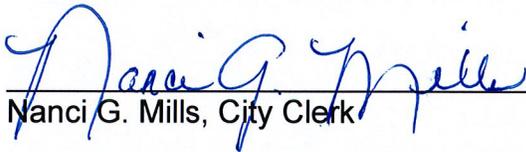
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CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the March 15, 2016 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 March 10, 2016, and made available to the public during normal business hours.



Nanci G. Mills, City Clerk

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

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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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.*

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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Wednesday at 10:00 a.m.

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



Minutes of the Winters City Council Meeting
Held on March 1, 2016

Mayor Cecilia Aguiar-Curry called the meeting to order at 6:31 p.m.

Present: Council Members Harold Anderson, Wade Cowan, Woody Fridae, Pierre Neu, and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Economic Development/Housing Manager Dan Maguire, Building Official Gene Ashdown, Associate Elliot Landes, Police Chief Joseph Kreins, Police Officers AJ Whipple, Alan Pinette, Jose Hermosillo, Morgan Hatcher, Records Manager Karla Ferguson, CSO Gail Jimenez, Afterschool Program Nicole Jordan-Halley, Diane Tafolla, Iris Guzman, and Management Analysts Jenna Moser and Tracy Jensen.

City Clerk Nanci Mills led the Pledge of Allegiance.

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

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

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: Tina Lowden of the Winters Senior Foundation said their next monthly meeting will be held on March 9th at the Public Safety Facility and will feature Winters Community Services Officer Gail Jimenez, the Winters Fire Department and prior to the meeting, the Area 4 Yolo County Commission on Aging will hold a town hall meeting chaired by Supervisor Jim Provenza.

Wally Pearce of the Winters Senior Foundation shared a handout showing that 2.9%-7.1% of the Seniors age 65+ in Winters are below 100% of the Federal Poverty Level or receive less than \$1,300/month gross. The seniors will draft a measure because "it's time to help the seniors."

Rafael Galiano of Park Winters, 27850 Co. Rd. 26, said their business helps bring business to Winters in the form of rehearsal dinners, wine tasting and wine purchases, allowing everyone to share in the bounty. They have phenomenal relationships with neighboring farmers and other venues in the area, yet some are against agri-tourism and want to stop the American dream.

Dahvie James, 26055 Co. Rd. 29 and Winters Chamber Vice President, has a pending permit for Field and Pond and wants to grow commerce, grow tourism, preserve the cultural richness, and asked for the opportunity for them to contribute. There is a small group of people who will be trying to dictate agri-tourism to exclude businesses like Field and Pond at the March 8th Board of Supervisors meeting and asked everyone to support inclusion. Their use permit was issued in April and they have received support from the Chamber of Commerce and the Yolo Visitors Bureau and said the American dream is afforded to everyone.

John Martin of Park Winters, 27850 Co. Rd. 26, said they found a magical place called Winters. He recently viewed a disturbing video that said the downtown businesses were complaining that Park Winters was taking business from them. Their only goal is to send visitors to downtown Winters to experience such a special place and to see everyone succeed.

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, February 16, 2016
- B. Final Acceptance of Public Improvements for Bridge Replacement Project Railroad Ave over Dry Slough
- C. Public Improvement Agreement for Yolo Federal Credit Union Project
- D. Cap and Trade Grant Proposal- Senior Transit Services

City Manager Donlevy gave an overview. City Attorney Walsh requested that Item C be pulled from the agenda. Motion by Council Member Fridae, second by Council Member Neu to approve the Consent Calendar with said change. Motion carried with the following vote:

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

ABSENT: None
ABSTAIN: None

PRESENTATIONS

City Manager Donlevy spoke glowingly of 30-year employee Nanci Mills, Director of Administrative Services and City Clerk, and said 1986 was a great year for the City of Winters. Since Nanci's arrival in 1986, she has worked with six City Managers, 32 City Council members, the youth as well as the seniors. Nanci is the cornerstone of the organization, is customer oriented and friendly, and has made a real difference to the City of Winters. Andrew Benware of Senator Wolk's office presented Nanci with a Certificate of Recognition for 30 years of service. The entire Council commented on many of Nanci's qualities: friendly, patient, genuine, authentic, helpful, easy to deal with, problem solver, and handles issues with a smile. City Hall was designed with Nanci in mind by putting her office at the top of the stairs, welcoming visitors with a smile. Mayor Aguiar-Curry also thanked Nanci's family for their support during her absences on many Tuesday nights and presented Nanci with a clock and flowers. Nanci thanked the City Manager and the Council and spoke about her experiences with the various City Managers, the staff, and the Council. She also thanked her husband Dave and her family for their support throughout the years.

Chief Kreins congratulated Nanci on her 30 years of service and introduced Winters' newest Police Officer Alexander (AJ) Whipple, who was born and raised in Woodland and comes to Winters Police Department from Monterey County Corrections. City Clerk Nanci Mills performed the swearing-in duties and AJ's wife pinned on his police badge.

A short intermission was taken and the City Council meeting was re-convened by Mayor Aguiar-Curry at 7:37 p.m.

DISCUSSION ITEMS

1. Waive Second Reading and Adopt Ordinance 2016-04 Amending Chapter 17.04 of the City of Winters Municipal Code Related to Medical Marijuana Cultivation

City Attorney Walsh gave an overview and noted the language in the ordinance is consistent with state law. Motion by Council Member Neu, second by Council Member Cowan to waive the second reading and adopt Ordinance 2016-04 amending Chapter 17.04 of the City of Winters Municipal Code relating to medical marijuana cultivation. Motion carried with the following vote:

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

2. Public Hearing and Adoption of Resolution 2016-04, a Resolution of the City Council of the City of Winters Authorizing a Grant in the Amount of \$1,243,497 to the Blue Mountain Terrace Senior Housing Project

Economic Development/Housing Manager Dan Maguire gave an overview and introduced Meea Kang from Domas, who reported that they had secured funding for the project and were first in the entire state of California. 30% of the units will be for seniors with disabilities and will offer affordable rents for seniors. The \$2 million dollar block grant will provide funding for a senior center and ongoing services, including funding and staffing for three years. The entire state is competing for \$400 million in cap and trade funds and rural communities like Winters is perfect for the program (infill) and connecting it with a flexible transportation plan. This would be the model project for the entire state.

Mayor Aguiar-Curry opened and closed the public hearing at 7:53 p.m. with no public input. She said the Winters Senior Foundation has grown and wants to talk about their interests and are currently touring senior centers in the area.

Motion by Council Member Cowan, second by Council Member Fridae to adopt Resolution 2016-04 authorizing a grant in the amount of \$1,243,497 to the Blue Mountain Terrace Senior Housing Project. Motion carried with the following vote:

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

3. Engineering Services- Request for Qualifications

City Manager Donlevy gave an overview and said the current contract with Ponticello Enterprises has been extended to June 30, 2016. The City must follow a regular process of procurement for engineering services in order to qualify for Federal and State infrastructure dollars. Staff plans to bring the recommendations to the City Council in May.

Motion by Council Member Cowan, second by Council Member Fridae to authorize a Request for Qualifications from qualified firms for the provision of City Engineering Services. Motion carried with the following vote:

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

4. Water Fountain Proposed for Main Street

Council Members Anderson and Fridae recused themselves for this item due to a possible conflict of interest. Associate Elliot Landes gave an overview and said the fountain was the last piece of the rehabilitation of 23 Main Street, an area designed for a 10' diameter fountain base. Valerie Whitworth suggested trying to use the talents of local artists to match the contemporary style in town and asked staff to look "outside the box" after viewing the fountains presented. She also requested more public input. City Manager Donlevy confirmed the funds for the fountain must be used by June 30th when asked if there was a timeline. Sharon Pearce was concerned with the maintenance and safety of the fountain and Council Member Cowan asked to see other options. Elliot said he would circle back to the local artists for their input. City Manager Donlevy said some aspects of the fountain can be changed out and that the water feature is part of the original design. The fountain will include a simple system with a re-charging pump, preventing the fountain from going dry.

Motion by Council Member Cowan, second by Council Member Neu to bring this item back to Council with additional options for the fountain as well as options for the entrance sign on the car bridge. Motion carried with the following vote:

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

Council Members Anderson and Fridae returned to the dais at 8:23 p.m.

5. Willdan Construction Engineering Services and Amendment No. 1 to Willdan Contract for Walnut Avenue Roundabout

Environmental Services Manager Carol Scianna gave an overview. Motion by Council Member Neu, second by Council Member Cowan to approve the proposal for the Walnut Avenue in the amount not to exceed \$156,580. This task order will also require that the Consulting Services Agreement with Willdan

executed in December 2014 be amended to allow for an increase of \$100,000.
Motion carried with the following vote:

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

6. Waste Management Franchise Extension Proposal

Environmental Services Manager Carol Scianna gave an overview and introduced Kat Campau, Waste Management's Public Sector Services Manager, who gave a power point presentation, fielded several questions from Council, and discussed residential impacts of the new proposal, which can be modified. City Manager Donlevy said all questions will be addressed and the item will come back to Council as a franchise agreement.

Motion by Council Member Fridae, second by Council Member Neu to continue the discussion and bring back a residential proposal with rates. Mayor Aguiar-Curry inquired about a commercial plan and Kat said they are working on it. The motion carried with the following vote:

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

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

1. Authorization of an Extension of the Purchase and Sale Agreement
Between the Successor Agency and Domus Development

Agency Chairman Fridae opened the Successor Agency at 9:02 p.m.

Housing Programs Manager Dan Maguire gave an overview. Motion by Agency Member Aguiar-Curry, second by Agency Member Cowan to authorize the Successor Agency to enter into an amendment to the Purchase and Sale agreement between the Successor Agency and Domus Development for the purchase of Successor Agency-owner property, a portion of APN's 003-370-028, 029, and 030 to extend the outside closing date for the close of escrow on the Property by three months, to May 31, 2016. The motion carried with the following vote:

AYES: Agency Members Aguiar-Curry, Anderson, Cowan, Neu, Agency
Chairman Fridae
NOES: None
ABSENT: None
ABSTAIN: None

Agency Chairman Fridae closed the meeting of the Successor Agency at 9:05 p.m.

CITY MANAGER REPORT: Met with the Division of Drinking Water regarding Chromium 6 (Cr6). The City is unable to avoid it and is looking for a funding source. Based on the projected fiscal impact, we're #1! We have been sending Jim Keating to the City of Dixon to advance to a level T3 water license. If he runs the system that we install, they would loan the City the money to do Cr6 and we will search for grant funds. This is still painful, but not totally negative.

Congratulations to Nanci on 30 years and recalled after being hired, he went to Nanci's house to get the keys to his City vehicle on September 10th, 2001 and watched the Raider game with Dave and Nanci. He entrusts Nanci with the most responsibility and we take our jobs seriously, which is a 24/7 operation. Woody said Nanci Mills was the answer to one of the questions at the recent WFOL Quiz Show! (Who was the City Clerk who just finished 30 years of service?)

INFORMATION ONLY: None

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 9:15 p.m. in memory of Joseph Ogando, a leader in the community and past City Council member and offered condolences to his wife Gina and his family.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 15, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Support Letter for Proposition 1 Storm Water Resources Planning Grant Application

RECOMMENDATION:

Staff recommends the approval of the attached letter to the Yolo County Flood Control and Water Conservation District in support of submitting a Proposition 1 Storm Water Resources Planning Grant Application to the State Water Resources Control Board.

BACKGROUND:

The WRA Technical Committee discussed local agency interest in submitting a Storm Water Resources Planning Grant application at their January and February meetings. The Westside-Sacramento IRWM group also discussed applying as the recognized regional IRWMP planning group, however, only the Yolo County agencies expressed interest and ability to contribute funds for grant preparation. Therefore the WRA Technical Committee agreed in February that the Yolo County Flood Control and Water Conservation District would be the grant's fiscal agent and that Kennedy/Jenks Consultants would prepare the grant application. The following WRA member agencies agreed to equally share the cost of grant preparation (\$23,850): Yolo County, the Cities of Davis and Woodland, the University of California Davis, and the Yolo County Flood Control and Water Conservation District. The application deadline is March 18, 2016.

Preparation of a Regional Storm Water Resource Plan is a prerequisite for eligibility to apply for any future implementation or project funding from the State. This current grant application is the only opportunity that will fund planning efforts. Staff recommends that the City Council approve the attached letter of support for this grant application.

FISCAL IMPACT: None



March 15, 2016

Tim O'Halloran, General Manager
Yolo County Flood Control and Water Conservation District
34274 State Highway 16
Woodland, CA 95695

SUBJECT: Letter of Support for the Yolo County Flood Control and Water Conservation District Proposition 1 Storm Water Resources Planning Grant Application

Dear Mr. O'Halloran,

On behalf of the City of Winters, this letter is being submitted in support of the request by the Yolo County Flood Control and Water Conservation District (District) application for grant funding through the State Water Resources Control Board (SWRCB) Storm Water Grant Program under Proposition 1, Chapter 7, Section 79747. The District is submitting the Storm Water Resources Planning Grant application on behalf of the Water Resources Association of Yolo County (WRA) and its member agencies, specifically, Yolo County, Cities of Davis, Woodland, and Winters, University of California Davis, Yolo County Flood Control and Water Conservation District, and Reclamation District 108.

The City of Winters believes that completion of a Storm Water Resources Plan in Yolo County is important to inform future water management decisions and promote effective conjunctive use. Coordinated regional water management is and has been a long-time goal of Yolo County water interests, as well as the State of California. This Storm Water Resources Planning Grant application builds on the collaborative efforts of the WRA and the California Department of Water Resources that has led to a better understanding of integrated regional water management in Yolo County.

Recognizing the importance of improved scientific information and technical tools to assist in the proper planning and conjunctive management of surface and groundwater supplies of Yolo County, the City of Winters encourages the SWRCB to provide funding toward the continued efforts of the WRA, as requested in the proposed Proposition 1 Storm Water Resources Planning Grant application.

Sincerely,

Cecilia Aguiar-Curry
Mayor, City of Winters



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 15, 2016
THROUGH: John W. Donlevy, Jr., City Manager
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: Request for Street Closure for the Monthly Car Show Sponsored by The Buckhorn

RECOMMENDATION:

Staff recommends the approval of the Request for Street Closure of Main Street & East Main Street between First Street and Elliot Street to allow for The Buckhorn to sponsor a Car Show on the second Tuesday of each month from April through October from 4:30 p.m. to 9:00 p.m. The specific dates include: April 12, May 10, June 14, July 12, August 9, September 13, and October 11, 2016.

BACKGROUND:

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

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

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

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



City of Winters Request for Street Closure

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

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

- There shall be no closure of the following streets without Council approval:
1. Main Street
 2. Railroad Street
 3. Grant Avenue
 4. Valley Oak Drive
 5. Abbey Street

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

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

Name: Buckhorn Steakhouse Organization: Buckhorn Cafe Inc
 Address: 2 Main St. Mailing Address: 203 First St.
 Telephone: 530 295 4503 Today's Date: 3/8/14
 Streets Requested: Main St.
 Date of Street Closure 2nd Tuesday April thru October 2016 Time of Street Closure: 4:30 - 9
 Description of Activity: Car Show
 Services Requested of City: barrier codes, no plating signs
 APPROVED: _____ Police Department CS Public Works Department



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: March 15, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Ethan Walsh, City Attorney
SUBJECT: Memorandum of Understanding (MOU) with Yolo County Regarding Bail Bond Judgments

RECOMMENDATION: Staff recommends the City Council approve and sign the attached Memorandum of Understanding Regarding Bail Bond Judgments concerning the apportionment of costs and fees and related reimbursements between the City and the County of Yolo for bail bond judgments.

BACKGROUND: Criminal defendants who are arrested within the City’s jurisdiction often post bail for their release pending trial and sentencing. However, if a defendant “jumps bail” by failing to appear at a hearing or trial at which his or her presence is lawfully required, the bail bond is declared forfeited. (Penal Code § 1305.) If the defendant is subsequently not located within 185 days, subject to extensions and tolling in certain circumstances (“forfeiture period”), the court is required to enter summary judgment against the surety for the amount of the bail bond within 90 days after expiration of the forfeiture period. The County Counsel’s Office often pursues these bail bond judgments, which may include responding to motions, appeals, and ensuring summary judgment is properly entered. Judgment is entered in the County’s name, and the County Counsel’s Office is tasked with enforcing the judgment and distributing any funds. (See Penal Code §§ 1306, 1463.001.)

For defendants arrested within the City’s jurisdiction, the City is entitled to receive most of the judgment amount against the bail bond surety – usually around 80% after certain fees and costs are deducted. (See Penal Code §§ 1463.001, 1463.002.) However, the California Penal Code does not specify how responsibility is to be divided between the City and the County regarding bail bond judgments. As noted above, it is often the County Counsel’s Office that takes the lead in tracking forfeiture status of bail bonds, responding to motions, enforcing the judgment, and ensuring that moneys are distributed appropriately. Nevertheless, the lack of clear regulatory framework sometimes creates confusion regarding decision-making, enforcement of judgments, and apportionment of costs.

To help clarify the role of the County Counsel's Office and the City and the apportionment of related costs and fees, the County Counsel developed a Memorandum of Understanding (MOU) for the City Attorney to review. Similar MOUs have been prepared for the cities of West Sacramento, Woodland, and Davis. On February 23, 2016, the County Board of Supervisors approved the MOU and authorized the County Administrator to sign it on behalf of the County.

DISCUSSION: The attached MOU has been reviewed and approved by the City Attorney. The MOU clarifies the County's responsibility for the day-to-day litigation of bail bond forfeitures, which includes tracking the forfeiture period, responding to requests for extension, tolling, and vacating forfeiture, ensuring judgment is entered properly and distributing funds appropriately. The County must keep the City informed of those cases involving a defendant that was arrested within the City's jurisdiction ("City Cases") and provide the City an opportunity to take responsibility for City Cases if it desires. The MOU clarifies that the County may recover a proportionate share of attorney fees from any bail bond judgment recovery, after statutory deductions are accounted for. After disbursement of the proceeds for the foregoing are made, 81 percent of the remaining funds will be distributed to the City, 19 percent to the County. This allocation percentage is set by statute. Penal Code §1463.002.

While bail bond judgments are not common, they can be for relatively significant amounts of money. Some contested judgments can likewise incur significant attorney time, and appeals are not uncommon. The proposed MOU ensures the parties pay their proportionate share of the litigation costs so that judgments are pursued vigorously, and clarifies that the City receives its appropriate share of funds after reasonable and statutory deductions.

ALTERNATIVES: The Council could decline to approve the MOU, or recommend revisions.

FISCAL IMPACT: No immediate fiscal impact. In the event bail bond judgments are successfully pursued, the City will receive 81 percent of the judgment amount after reasonable and statutory deductions are made.

Attachments: Memorandum of Understanding Regarding Bail Bond Judgments

**MEMORANDUM OF UNDERSTANDING
REGARDING BAIL BOND JUDGMENTS**

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Yolo, a political subdivision of the State of California (“County”) and the City of Winters, a municipal corporation organized under the laws of the State of California (“City”).

RECITALS

WHEREAS, criminal defendants who are arrested within City’s jurisdiction often post bail for their release pending trial and sentencing.

WHEREAS, a bail bond is declared forfeited if the defendant does not appear at a hearing or trial at which his or her presence is lawfully required. *See* Penal Code § 1305.

WHEREAS, if the defendant is not located within 185 days, subject to extensions and tolling in certain circumstances, (“forfeiture period”), the court is required to enter summary judgment against the surety for the amount of the bail bond within 90 days after expiration of the forfeiture period (“judgment period”).

WHEREAS any judgment entered is in the County’s name, and the County Counsel’s Office is tasked with enforcing the judgment and the County Treasurer is responsible for distributing any funds collected. *See* Penal Code §§ 1306 & 1463.001.

WHEREAS, if the defendant was arrested by the City or the California Highway Patrol within City’s boundaries, 81% of any collections is deposited with the City and 19% of any collection is deposited with the County, after accounting for deductions and expenses. *See* Penal Code §§ 1463.001 & 1463.002.

WHEREAS the County Counsel’s Office is often in the best position to track the forfeiture status of bail bonds, respond to motions challenging the forfeiture, ensure that summary judgment is properly entered, and enforce the judgment.

WHEREAS the County Counsel’s Office incurs expenses in motion practice, appeals, and judgment enforcement related to bail bonds.

WHEREAS State law is unclear whether the costs and attorneys’ fees incurred by the County Counsel’s Office may be reimbursed from any proceeds collected from the judgment.

WHEREAS the parties wish to memorialize the roles and responsibilities among the County and City related to bail bond forfeitures and judgments resulting from arrests within the City, and allocate any reasonable and necessary expenses incurred by the County, including costs and attorneys’ fees, among the City and County based on their respective recoveries.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

I. RECITALS

The above recitals are agreed to be correct and incorporated by reference.

II. RESPECTIVE RESPONSIBILITIES

A. County will receive notice of bond forfeitures and track the forfeiture period. County will exercise its discretion in determining how to respond to requests for extension, tolling, and vacating forfeiture based on the circumstances of each request.

B. If the forfeiture period has passed and the bond enters the judgment period without having been exonerated, County will determine whether the defendant was arrested by City or the California Highway Patrol within City's boundaries ("City Cases"). If so, County will serve all papers related to City Cases on the City Attorney. City consents to receiving service by e-mail to its City Attorney or designee.

C. County will engage in reasonable efforts to defend the judgment and collect any recovery in City Cases. City shall have the right to assume responsibility for defending and enforcing the judgment of City Cases at any time, provided that any County expenses will still be reimbursed prior to distribution of any recovery, as described in Section IV below.

D. City will engage in reasonable efforts to assist County in exercising the responsibilities above.

III. TERM AND TERMINATION

The term of this MOU shall be from the date of the last signature below until one party elects to terminate the MOU. Notice of termination shall be effective 15 days after the notice is provided pursuant to the notice provisions in Section VII of this Agreement. If a party terminates the MOU, its provisions shall still apply to any City Cases in which the forfeiture period has expired and City has not elected to assume responsibility under Section II.C. of this Agreement, above, unless the parties agree otherwise in writing.

IV. REIMBURSEMENT PRIOR TO DISTRIBUTION OF FUNDS TO CITY AND COUNTY

A. Any moneys that are collected from bail bond judgments resulting from City Cases must be distributed as follows:

1. The District Attorney's Office or County Counsel's Office for any out-of-pocket costs (such as courier fees, copy charges, or postage) incurred in opposing a motion to vacate the forfeiture and in collecting on the summary judgment. *See* Penal Code § 1305.3.
2. If County or the Yolo County Superior Court in the future operates a "comprehensive collection program," the costs of operating that program,

excluding capital expenditures, from any revenues collected under that program before distribution. *See* Penal Code § 1463.007. Currently, neither party is aware of such a program being in place within Yolo County.

3. Two percent (2%) of any remaining funds to the State Trial Court Improvement Fund. *See* Gov't Code § 68090.8.
4. If applicable, reimbursements required by the Penal Code or the Trial Courts Distribution Guidelines, Appendix C, Table 3-1, *available at* http://www.sco.ca.gov/Files-ARD-Local/appendix_c_v24.pdf. These reimbursements are not typical.
5. Reasonable costs and attorneys' fees incurred by the County Counsel's Office in opposing motions and enforcing or collecting on the judgments that are not otherwise reimbursable or recoverable.
6. After disbursement of the proceeds for the foregoing are made, the remaining funds shall be distributed as follows: 81% of any remaining funds to City, and 19% to County.

B. County will provide City with an accounting of any costs and attorneys' fees deducted from any recovery under subsections A.1. and A.5. The accounting will include the amount of time for which attorneys' fees are being charged and the hourly attorney rate applicable for the attorneys' fees the County deducts from any recovery under subsections A.1. and A.5., above.

V. REIMBURSEMENT OF TRANSPORTATION COSTS UNDER PENAL CODE § 1306(b)

Pursuant to Penal Code § 1306(b), "[i]f a court grants relief from bail forfeiture, it shall impose a monetary payment as a condition of relief to compensate the people for the costs of returning a defendant to custody . . ." Often, the costs of returning defendant to custody are limited to the responsible police agency's transportation costs after a defendant is detained outside of Yolo County. County will conduct reasonable efforts to notify City of City Cases in which a motion to vacate forfeiture has been filed after a defendant is apprehended so the City may transport the defendant back to Yolo County. If City opts to transport the defendant back to Yolo County, the City will provide County with the estimated cost to do so by the date requested by the County. If City does not provide the requested information by that date, County shall have no further responsibility to seek reimbursement on behalf of City for such transportation costs.

VI. NO LIABILITY FOR EXERCISING COUNTY DISCRETION

A. County shall have complete and sole discretion in decisions related to filings, litigation strategy, enforcement, and collections in City Cases. City agrees that County bears no liability for exercising such discretion, including deciding not to pursue a judgment for whatever reason. In such circumstances, City reserves the right to pursue the judgment on its own behalf.

B. County shall not be considered an agent for City. Nor should any attorney employed or retained by County be considered legal counsel for City.

C. City shall not be considered an agent for County. Nor should any attorney employed or retained by City be considered legal counsel for County.

D. All communications between counsel for County and City related to bail bond proceedings are to be considered confidential and subject to the common interest privilege. Such privileged communications are generally exempt from the California Public Records Act and discovery in litigation. Any party compelled to produce such communication shall inform the other in advance of such production.

VII. NOTICES

A. Any notices pertaining to this MOU shall be sent to the County Counsel for County and City Attorney for City, and the Chief of Police, or their respective designees, by email. The designees are:

Yolo County

County Counsel's Office:
Philip J. Pogledich
Philip.Pogledich@yolocounty.org

Julie Barga
Julie.Barga@yolocounty.org
Julie.Barga@yolocounty.org

City of Winters

City Attorney
Ethan Walsh
Ethan.Walsh@bbklaw.com

Winters Police Department
Karla Ferguson
karla.ferguson@winterspolice.org

Kimberly Hood
Kimberly.Hood@bbklaw.com

B. Any party to this MOU may change the designee by providing the other party with written notice of such change. Such notice shall be provided at least 15 calendar days prior to the effective date of the change.

VIII. AUTHORIZATION & COUNTERPARTS

County and City, by their duly authorized officials, have executed this MOU on the respective dates indicated below. The MOU may be executed in counterparts.

COUNTY OF YOLO

Dated: 2/24, 2016

By: 
Patrick Blacklock
County Administrator

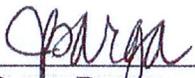
Dated: _____, 2016

CITY OF WINTERS

By: _____

Approved as to form:

Philip. J. Pogledich, County Counsel

By: 
Julie Barga, Deputy



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE : March 15, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dan Maguire, Economic Development and Housing Manager
SUBJECT: Authorize the Execution of a Disposition and Development Agreement with Urban Community Partners for development of a Commercial Project on the City-owned property located on the corner of Railroad Avenue and East Main Street (APN# 003 224 001)

RECOMMENDATION:

Staff recommends City Council take the following actions:

- 1) Receive the staff report update,
- 2) Authorize the City to enter into a Disposition and Development Agreement (“DDA”) with Urban Community Partners for the development of a commercial property project, modeled in large part after the Barlow development in Sebastopol.

BACKGROUND:

At the November 4, 2014 City Council meeting, the City Council approved an Exclusive Negotiation Rights Agreement (ENA) between the City and Urban Community Partners in regards to a Downtown Mixed Use Project. The Exclusive Negotiation Rights Agreement provided for a number of key provisions, including a 180 day exclusive negotiating period where the developer could perform the necessary studies and engineering to consider the project.

On April 30, 2015, staff met with Urban Community Partners (“UCP”) to discuss the preliminary findings resulting from their study of the project, the existing commercial and residential market, and the pro forma developed by UCP. Their determination is that a mixed use project does not seem viable at this point, as neither a for-sale residential approach nor a rental housing project can generate sufficient revenue to offer the desired return on investment. They remain highly interested in developing a successful project for the property. To that end, they would now like to explore developing a commercial project for the project site instead of a mixed use project. The project concept would be for retail commercial space to be built and patterned after the very successful Sebastopol project, the Barlow, retail outlet for food producers, artists, and

specialty retailers, with strong potential to incorporate the long discussed Winters' ag-hub concepts. An architectural approach similar to the Barlow is envisioned for the Winters project, with the targeted tenant mix oriented to local food products and services.

The City Council authorized a new three month ENA at the City Council meeting of May 19, 2015. The principals of Urban Community Partners met with the Winters Design Review Committee ("DRC") on July 23rd, 2015. The DRC was very favorable to the project concept and provided valuable feedback to the project developers.

As staff and Urban Community Partners worked towards completion of a Purchase and Sale Agreement, in this case a DDA, issues came up with regard to property ownership as the Preliminary Title Report revealed that the property had mistakenly been deeded from the City to the CDA (Redevelopment Agency) in 2004. Staff subsequently received approval from the Successor Agency Board and the Oversight Board to have that grant deed recording reversed and ownership of the property restored to the City. The property ownership issue has been submitted to the Department of Finance and the City is awaiting their decision.

Staff recommends the City Council approve entering into the DDA with UCP as this will allow them to proceed with marketing the property to prospective tenants, and gives them the needed assurances to continue investing in the development of the property. The DDA does include language that would terminate the agreement in the event the City receives an unfavorable ruling from DOF and ownership of the property remains vested in the Successor Agency.

FISCAL IMPACT:

None by this action

ATTACHMENTS:

Disposition and Development Agreement by and between the City of Winters and Urban Community Partners

**CITY OF WINTERS
DISPOSITION AND DEVELOPMENT AGREEMENT**

Urban Community Partners—Winters Urban Retail

This DISPOSITION AND DEVELOPMENT AGREEMENT (“Agreement” or “DDA”) is entered into as of March 15, 2016 (the “Effective Date”), by and between the CITY OF WINTERS, a California municipal corporation (“City”), and URBAN COMMUNITY PARTNERS, LLC (“Developer”), a California limited liability corporation

RECITALS

- A. The City of Winters (“City”) had been the fee owner of approximately .435 acres of real property generally describes as Assessor’s Parcel No. 003-224-001 and located at the corner of Railroad and Main Street, Winters, California (the “Property”), as depicted on the Map of the Property, attached hereto as Attachment No. 1 and as more specifically described in the Legal Description of the Property, attached hereto as Attachment No. 2.
- B. On November 4, 2014, the City and Developer entered into an Exclusive Negotiation Agreement to negotiate terms for the purchase and sale of the Property from City to Developer, which Exclusive Negotiation Agreement was extended on May 19, 2015, and on August 20, 2015, Developer made an offer to City for the purchase of the Property for the development of a pedestrian oriented retail development project.
- C. City and Developer negotiated terms pursuant to which Developer will purchase the Property from the City for the development of a pedestrian oriented retail development project as more particularly described below (the “Project”). The proposed Project is consistent with the current City of Winters General Plan, the City’s Downtown Master Plan and Zoning Code and will result in the redevelopment of currently vacant and underutilized land, increased employment opportunities within the City and additional property taxes and sales taxes produced from the Property, which will result in future tax revenues for the benefit of the City. Additionally, Developer has agreed to pay the City the full fair market value for the purchase of the Property, which will provide additional general fund revenue for the City.
- D. Since negotiating the terms of purchase and sale of the Property for the Project, the City has determined that in 2004 a grant deed was recorded that transferred fee interest in the Property to the Winters Community Development Agency (the “CDA”).
- E. The transfer to the CDA was inadvertent and inconsistent with the City Council’s direction as the transfer was completed without compensation by the CDA, and should be reversed, with the City recovering fee title to the Property.
- F. In 2012, the CDA was dissolved, with its assets being transferred to the Successor Agency to the Winters Community Development Agency (the “Successor Agency”). In order for the Property to be transferred back to the City, the transfer must first be approved by the

Oversight Board of the Successor Agency, and such approval must be reviewed by the State Department of Finance, pursuant to Section 34179(h) of the Health and Safety Code.

G. The City intends to request that the Oversight Board approve the transfer of the Property back to the City, and in the event such approval is transferred, City desires to sell the Property to Developer, as based on the reasons identified in Recital C, above, together with the commitments and obligations of the Developer to develop the Property in accordance in this Agreement, the City has determined that the sale of the Property to the Developer for development in accordance with this Agreement is in the best interest of the City.

H. Based on the development and preliminary plans provided by Developer for the Project under this Agreement, City staff has made an initial determination that the development of the Project will be exempt from environmental review under the California Environmental Quality Act, under a Class 32 Categorical Exemption (CEQA Guidelines Section 15332) for Infill Development Projects. The Developer understands and agrees that any material changes made to the development plans or any elements of the Project may require environmental review, and Developer shall cooperate with City staff in the event any determination is made that would require any such environmental review as part of the development review and approval process.

I. Developer further recognizes and agrees that the sale of the Property as contemplated herein is contingent on the transfer of fee title to the Property back to the City being approved by both the Oversight Board and the State Department of Finance, and in the event that such transfer is not approved by the Oversight Board and the State Department of Finance, this Agreement may be terminated for convenience by the City and neither of the parties shall have any further obligation to one another.

NOW THEREFORE, the Parties hereby agree as follows.

Article 1 PURPOSE, PARTIES, AND PROPERTY

1.1 Recitals. The Recitals are hereby incorporated into this Agreement.

1.2 Purpose. The purpose of this Agreement is to set forth the obligations of the Parties and the terms and conditions precedent for the purchase and sale of the Property from the City to the Developer, and the design, development and construction of the Project on the Property.

The City has determined that the construction and operation of the Project by Developer within the City will stimulate direct and indirect economic activity within the City, will enhance the quality of life of residents and will provide substantial additional intangible benefits to the City. Further, Developer has agreed to pay fair market value for the Property subject to the terms set forth in this Agreement. As such, the sale and development of the Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City, and the health, safety, morals and welfare of its residents and in accord with the public purposes and provisions of applicable federal, state and local laws and requirements.

1.3 Parties.

1.3.1 The City. The City is the City of Winters, a municipal corporation of the State of California. The principal office of the City is located at 318 First Street, Winters, California 95694. Whenever the term “City” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

1.3.2 The Developer. The Developer is URBAN COMMUNITY PARTNERS, LLC, a California limited liability company. The principal address of the Developer is 1730 Solano Avenue, Berkeley, California 94707. Whenever the term “Developer” is used herein, such term shall include any permitted nominee, assignee or successor in interest as herein provided.

1.3.2.1 The parties anticipate that a single purpose limited liability company or other entity (the “Development Entity”) may be formed by the Developer for the purposes of acquiring and developing the Property, or any portion thereof. In the event such a Development Entity is formed, and provided the Developer or an affiliate of Developer constitutes the sole general partner or managing member of the Development Entity, this Agreement may be assigned to and assumed by such Development Entity without further consent from City; provided that such Development Entity shall assume all the obligations of the Developer hereunder. The term “affiliate” as used herein means an entity which is controlled by, under the common controls with, or controls the Developer.

1.3.2.2 The qualifications and identity of the Developer are of particular concern to the City, and it is because of such qualifications and identity that the City has entered into this Agreement with the Developer. No voluntary or involuntary successor in interest of the Developer shall acquire any rights or powers under this Agreement, and except as set forth in subdivision 1.3.2.1 above, the Developer shall not assign all or any part of this Agreement without the prior written approval of the City, which approval will be in the City's sole discretion exercised in good faith. This Agreement may be terminated by the City if there is any significant change (voluntary or involuntary) in the management or control of the Developer without City's prior written approval, except as provided herein.

Notwithstanding the foregoing, the following assignments or transfers of this Agreement and the Property shall be permitted:

- a. the sale or lease of retail space to tenants or end-users, for occupancy upon completion;
- b. an assignment as security for a construction and/or development loan from a lender, subject to the approval by City pursuant to this Agreement, which approval shall not be unreasonably withheld, conditioned, or delayed;
- c. an assignment to a Development Entity, as authorized above and in compliance with this Section 1.3; or

d. any other assignment or transfer after the issuance of a certificate of occupancy for the Project.

Article 2 DEFINITIONS

2.1 Definitions. Each reference in this Agreement to any of the following terms shall have the meaning set forth below for each such term.

2.1.1 “City” and “Developer” shall have the definitions set forth in the Preamble, Recitals and Section 1.3.

2.1.2 “Damages” is defined in Section 3.13.2.

2.1.3 “Escrow Agent” is defined in Section 3/4.

2.1.4 “Force Majeure” is defined in Section 6.3.

2.1.5 “Grant Deed” is defined in Section 3.4.

2.1.6 “Hazardous Materials” is defined in Section 3.13.4.

2.1.7 “Improvements” means the private improvements to be developed on the Property as part of the Project, as more fully described in the Scope of Development.

2.1.8 “Indemnitees” is defined in Section 3.13.2.

2.1.9 “Preliminary Title Report” is defined in Section 3.6.

2.1.10 “Property” is defined in Recital A.

2.1.11 “Purchase Price” is defined in Section 3.1.

2.1.12 “Project” is the pedestrian oriented retail development and related improvements to be developed on the Property, as more fully described in the Scope of Development.

2.1.13 “Schedule of Performance” means the schedule attached as Attachment No. 3.

2.1.14 “Title Company” is defined in Section 3.8.

Article 3 DISPOSITION OF THE PROPERTY

3.1 Purchase and Sale of the Property. The City agrees, contingent on the Property being transferred back to the City after approval of a transfer from the Successor Agency to the City at

no cost to the City, and such transfer being approved by both the Oversight Board and the State Department of Finance, to sell to the Developer, and Developer agrees to purchase from the City, the Property, within the time set forth in the Schedule of Performance, attached hereto as Attachment No. 3 and incorporated herein by reference. The purchase price for the Property shall be ONE HUNDRED EIGHTY SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$187,500.00) (the "**Purchase Price**"). The Purchase Price constitutes the full fair market value of the Property as determined pursuant to that certain appraisal of the Property dated September 24, 2015 from Bartholomew and Associates.

3.2 Deposit. Within five (5) days of the Opening of Escrow as set forth in Section 3.3 of this Agreement, Developer shall deposit Twenty-Five Thousand Dollars (\$25,000.00) into an interest bearing escrow account with the Escrow Agent (the "Deposit"). The Deposit shall be fully refundable for ninety (90) days following the Opening of Escrow as defined in Section 3.3 of this Agreement, during which period Developer shall have the opportunity to determine the suitability of the Property for Developer's intended use in its sole and absolute discretion (the "Feasibility Period"). In the event that Developer determines prior to the expiration of the Feasibility Period that it does not desire to proceed with the Project, Developer may terminate this Agreement pursuant to Section 5.5 of this Agreement and the Deposit and all interest accrued shall be refunded to Developer in its entirety. If Developer does not terminate this Agreement prior to the end of the Feasibility Period, except as expressly set forth in Section 4.3, the Deposit shall become non-refundable in the event of termination of this Agreement by Developer as provided in Section 5.5 or based on Developer's default as provided in Section 5.6, the Deposit shall be retained by City as liquidated damages as more specifically described in Section 5.7 of this Agreement.

3.3 Escrow. The City agrees to open an escrow account with Placer Title Company, located at 134 C Street, Davis, CA 95616, or any other escrow company approved by the City and the Developer, as escrow agent ("Escrow Agent") within ten (10) days after the City receives written notification for the State Department of Finance that it has approved the transfer of the Property back from the Successor Agency to the City (the "**Opening of Escrow**").

This Agreement constitutes the joint escrow instructions of the City and Developer, and a duplicate original of this Agreement shall be delivered to the Escrow Agency upon the opening of escrow. The City and the Developer shall provide such additional escrow instructions as shall be necessary and consistent with this Agreement. The Escrow Agency hereby is empowered to act under this Agreement and, upon indicating its acceptance of the provisions of this Section 3.3 in writing, delivered to the City and to the Developer within five (5) days after the opening of the escrow, shall carry out its duties as Escrow Agency hereunder.

The City shall timely and properly execute, acknowledge and deliver to the Escrow Agency a grant deed (the "Grant Deed") conveying to the Developer fee title to the Property in accordance with the requirements of Section 3.3 of this Agreement.

The Developer shall pay into escrow to the Escrow Agent the following fees, charges, and costs promptly after the Escrow Agent has notified the Developer of the amount of such

fees, charges, and costs, but not later than two (2) business days prior to the date for the close of escrow:

3.3.1.1 One half (50%) of the escrow and recording fees, and

3.3.1.2 Any increase in title insurance premiums attributable to an ALTA title insurance policy, and for all special endorsements, if and as requested by the Developer as set forth in Section 3.8, below.

3.3.2 The City shall pay into escrow to the Escrow Agent the following fees, charges, and costs promptly after the Escrow Agent has notified the City of the amount of such fees, charges, and costs, but not later than two (2) business days prior to the date for the close of escrow:

3.3.2.1 Costs necessary to place the title to the Property in the condition for conveyance required by the provisions of this Agreement;

3.3.2.2 One-half (50%) of the escrow fees;

3.3.2.3 The premiums for title insurance attributable to a CLTA standard form policy, to be paid by the City as set forth in Section 3.8 of this Agreement hereof;

3.3.2.4 Recording fees;

3.3.2.5 Notary fees;

3.3.2.6 Any state, county, or city documentary transfer tax, and

3.3.2.7 Ad valorem taxes, if any, upon the Property for any time prior to conveyance of the Property interest to Developer.

3.3.3 Upon receiving a written certification from both the City and the Developer that the conditions for conveyance to the Developer of the Property have either been satisfied or waived and instructing the Escrow Agent to close escrow, and upon delivery of the Grant Deed and funds pursuant to Section 3.6 of this Agreement, the Escrow Agent shall record the Grant Deed in accordance with the terms and provisions of this Agreement (the “**Close of Escrow**”). The Close of Escrow shall occur not later than _____, 2016 (the “**Outside Date**”). The Escrow Agent is further authorized and directed to:

3.3.3.1 Pay and charge the City and the Developer, respectively, for any fees, charges, or costs payable pursuant to this Agreement. Before such payments are made, the Escrow Agent shall notify the City and the Developer of the fees, charges, and costs necessary to clear title and close the escrow;

3.3.3.2 Disburse funds and deliver any documents to the parties entitled thereto when the conditions of this escrow have been fulfilled by the City and Developer; and

3.3.3.3 Record the Grant Deed and any other instruments delivered through escrow, if necessary or proper, to vest fee title in the Developer in accordance with the terms and provisions of this Agreement, and pay any transfer tax from the escrow funds required by law.

3.3.4 All funds deposited with the Escrow Agent shall be delivered by wire transfer or other certified immediately available funds, and shall be deposited by the Escrow Agent with other escrow funds of the Escrow Agent in a general escrow account or accounts with any state or national bank doing business in the State of California. Such funds may be transferred to any other general escrow account or accounts. All disbursements shall be made by check of the Escrow Agent, or by wire transfer if authorized by the Parties.

3.3.5 In addition to the rights of the parties set forth in Article 5, if the escrow is not in condition to close before the outside date for conveyance as set forth in the Schedule of Performance, then either party who then shall have fully performed their respective obligations set forth in this Agreement may, in writing, terminate this Agreement as set forth in Sections 6.5 or 6.6 hereof, as the case may be, and demand the return of its money, papers or documents. Thereupon all obligations and liabilities of the Parties under this Agreement shall terminate in the manner set forth in Section 5.5 or 5.6 hereof, as the case may be, except any provisions which specifically provide for survival shall survive such termination and remain in full force and effect. If neither party shall have fully performed the acts to be performed before the time for conveyance set forth in the Schedule of Performance, no termination or demand for return shall be recognized until ten (10) days after the Escrow Agent shall have mailed copies of such demand to the other party or parties at the address of its or their principal place or places of business. If any objections are raised within the ten (10) day period, the Escrow Agent is authorized to hold all money, papers and documents with respect to the Property until instructed in writing by both the City and the Developer or upon failure thereof by a court of competent jurisdiction. If no such demands are made, the escrow shall be closed as soon as possible. Nothing in this Section 3.3.5 shall be construed to impair or affect the rights or obligations of the City or the Developer to specific performance.

3.3.6 Any amendment of these escrow instructions shall be in writing and signed by both the City and the Developer. At the time of any amendment, the Escrow Agent shall agree to carry out its duties as Escrow Agent under such amendment.

3.4 Conveyance of Title and Delivery of Possession. Provided that Developer is not in default under this Agreement and all conditions precedent to such conveyance have occurred, and subject to any mutually agreed upon extensions of time, conveyance to the Developer of fee title to the Property shall be completed on or prior to the date specified in the Schedule of Performance, or any extension of such time as may be mutually agreed to by the parties. Possession shall be delivered to the Developer concurrently with the conveyance of the Property. The Developer shall accept its fee title and possession on or before said date.

3.5 Conditions Precedent to Conveyance. Close of escrow and conveyance of the Property to the Developer shall be contingent upon satisfaction (or waiver by the party benefiting from such condition) of the following conditions precedent:

3.5.1 For Benefit of Developer:

3.5.1.1 Before the Close of Escrow, City shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of City contained herein shall be true and correct in all material respects.

3.5.1.2 Developer shall have reviewed and approved the condition of title of the Property, as provided in Section 3.6 hereof.

3.5.1.3 Developer shall have reviewed and approved the environmental condition of the Property, as provided in Section 3.12.1 hereof.

3.5.1.4 City shall have executed and delivered the Grant Deed to the Escrow Agent.

3.5.1.5 Developer has received all City approvals required for the development of the Project, including design review, and approval of Developer's construction plans and drawings for the Project and all appeal periods for such approvals have expired;

3.5.1.6 City shall have paid into escrow its respective portions for all fees and costs associated with the transaction;

3.5.1.7 The Title Company shall be ready, willing, and able to issue the Title Policy to Developer at the Close of Escrow, subject only to the permitted exceptions described in Section 3.5; and

3.5.2 For Benefit of City:

3.5.2.1 The Oversight Board and DOF both have approved the transfer of the Property back to the City, and the Successor Agency has executed and recorded a Grant Deed effectuating such transfer.

3.5.2.2 Before the Close of Escrow, Developer shall not be in default in any of its obligations under the terms of this Agreement and all representations and warranties of Developer contained herein shall be true and correct in all material respects.

3.5.2.3 Developer shall have reviewed and approved the condition of title of the Property, as provided in Section 3.6 hereof.

3.5.2.4 Developer shall have reviewed and approved the environmental condition of the Property, as provided in Section 3.12 hereof.

3.5.2.5 Developer shall have delivered the Purchase Price to the Escrow Agent;

3.5.2.6 Developer shall have paid into escrow its respective portions for all fees and costs associated with the transaction;

3.5.2.7 Developer's final construction plans and drawings for the Project have been approved by the City, pursuant to Section 4.3;

3.5.2.8 Developer has received all City approvals required for the development of the Project, including design review, and all appeal periods for such approvals have expired;

3.5.2.9 Developer has provided evidence, satisfactory to City in its sole and discretion exercised in good faith, that Developer has sufficient and binding financing commitments to complete the Project;

3.5.2.10 Developer has an executed construction contract for the Project with its general contractor;

3.5.2.11 Developer has delivered to the City proof of insurance, in compliance with Section 4.5 hereof;

3.6 Conditions of Title. Within 30 days following the Opening of Escrow, the City will submit to the Developer for review and approval a preliminary title report for the Property, together with a copy of all underlying documents referred to therein (“**Preliminary Title Report**”). The Developer shall approve or disapprove the Preliminary Title Report within the time established in the Schedule of Performance. Failure by the Developer to approve within such time shall be deemed disapproval.

3.6.1 The City shall be responsible for any costs and expenses necessary to place title to the Property in the condition for conveyance of fee title to the Property to the Developer as required hereunder. If the Developer disapproves any title exception reflected in the Preliminary Title Report (or any updated preliminary report), and the City, within ten (10) days thereafter gives Developer written notice that the City elects not to remove such exception, the Developer may elect, within ten (10) days of receipt of the City’s notice, to accept fee title to the Property subject to such exception or to terminate this Agreement by providing written notice thereof to the City. Notwithstanding the foregoing, City shall, without the requirement of Developer to object or City to refuse, remove all monetary liens (other than property taxes or assessments for amounts not yet delinquent) from the title to the Property delivered to Developer at Close of Escrow, and shall remove from title or otherwise satisfy all exceptions it otherwise agrees to remove, in a form that is reasonably satisfactory to Developer prior to the Closing Date.

3.6.2 The City shall convey to the Developer fee interest in the Property free and clear of all recorded liens, encumbrances, assessments, leases and taxes, except easements of record and encumbrances that are consistent with this Agreement or approved in writing by the Developer.

3.7 Time for and Place of Delivery of Grant Deed. Subject to any mutually agreed upon extensions of time, the City shall deposit the Grant Deed for the Property with the Escrow Agent

on or before the date established for the conveyance of the Property in the Schedule of Performance (Attachment No. 3) for the conveyance of fee title to the Property to Developer. Developer shall deposit the Purchase Price and all sums required hereunder with the Escrow Agent prior to the date for conveyance thereof, provided that the Escrow Agent shall have notified the Developer in writing that the Grant Deed, properly executed and acknowledged by the City, has been delivered to the Escrow Agency and that title is in condition to be conveyed in conformity with the provisions of Section 3.7 of this Agreement.

3.8 Recordation of Grant Deed. Upon close of escrow, the Escrow Agent shall record the Grant Deed in the land records of the Office of the County Recorder of Yolo County, and shall deliver to the Developer, with a copy to the City, the title insurance policy insuring fee title to the Property, in conformity with this Agreement.

3.9 Title Insurance. Concurrently with recordation of the Grant Deed, Placer Title Company or another title insurance company satisfactory to the City and the Developer having equal or greater financial responsibility ("**Title Company**"), shall provide and deliver to the Developer a title insurance policy issued by the Title Company insuring that title to the Property is vested in the Developer in the condition required by this Agreement, and shall provide the City with a copy of the title insurance policy. The face amount of the title policy shall be equal to the Purchase Price.

3.9.1 The City shall pay only for that portion of the title insurance premium attributable to a CLTA standard form policy of title insurance for the Property. The Title Company shall, if requested by the Developer, provide the Developer with an endorsement to insure the amount of the Developer's estimated development costs of the improvements to be constructed upon the Property. The Developer shall pay the entire premium for any increase in coverage and special endorsements, including extended ALTA coverage, if any, that may be requested by it.

3.10 Delivery of Possession. The Property shall be conveyed to Developer free of any possession or right of possession by any person.

3.11 Payment of Taxes. All general and special real property taxes, bonds and assessments, if any, on the Property, and taxes upon this Agreement or any rights hereunder, levied, assessed or imposed for any period commencing prior to the close of escrow for the sale of the Property to Developer shall be borne by the City. All general and special real property taxes, bonds and assessments levied or imposed for any period commencing after close of escrow for sale of the Property to Developer shall be paid by the Developer.

3.12 Inspections and Conditions of the Property.

3.12.1 Inspections. Within the time established in the Schedule of Performance, the Developer shall, at its sole cost, conduct any investigation of the Property, its physical condition, the soils and toxic conditions of the Property and all other matters which in the Developer's sole and absolute judgment affect or influence the Developer's proposed use of the Property and the Developer's willingness to develop the Property pursuant to this Agreement. The Developer's investigation may include, without limitation, the preparation by a duly licensed soils engineer of

a Phase Two environmental assessment for the Property. Within the time set forth in the Schedule of Performance, the Developer shall provide written notice to the City of the Developer's determinations concerning the suitability of the physical condition of the Property. If, in the Developer's reasonable judgment, the physical condition of the Property is unsuitable for the use or uses to which the Property will be put, then the Developer in Developer's sole and absolute judgment shall have the option either: (a) to take any action necessary to place the Property in a condition suitable for development, at no cost to the City; or (b) to terminate this Agreement by delivering written notice thereof to the City. If the Developer has not notified the City of its determinations concerning the suitability of the physical condition of the Property within the time set forth in the Schedule of Performance (or any extension of such time mutually agreed to by the parties), the City shall have the right to terminate this Agreement pursuant to Section 6.6 hereof.

Developer shall have the right to conduct further inspection and investigation of the environmental conditions during the Feasibility Period. In the event Developer discovers the existence of Hazardous Materials on or under the Property within said Feasibility Period, Developer shall have the right to terminate this Agreement and Developer shall be entitled to the return of the Deposit.

"As-Is". In addition to the environmental assessments referenced above, the City shall deliver to the Developer all other information of which it has actual knowledge concerning the physical condition of the Property, including, without limitation, information about any Hazardous Materials. The Developer acknowledges that the Property is being acquired "as is", in its current physical condition, with no warranties, express or implied, as to the physical condition thereof, the presence or absence of any latent or patent condition thereon or therein, including, without limitation, any Hazardous Materials thereon or therein, and other matters affecting the Property.

3.12.2 Indemnity. The Developer agrees, from and after the date of recording of the Grant Deed conveying fee interest in the Property to the Developer under this Agreement, to defend, indemnify, protect and hold harmless the City and its officers, beneficiaries, employees, agents, attorneys, representatives, legal successors and assigns ("**Indemnitees**") from, regarding and against any and all liabilities, obligations, orders, decrees, judgments, liens, demands, actions, claims, losses, damages, fines, penalties, expenses, or costs of any kind of nature whatsoever, together with fees (including, without limitation, reasonable attorneys' fees and experts' and consultants' fees) ("**Damages**") whenever arising, not caused in whole or in part by the City resulting from or in connection with the actual or claimed generation, storage, handling, transportation, use, presence, placement, migration, and/or release of Hazardous Materials (as defined herein), at, on, in, beneath, or from the Property, except if such Damages (a) resulted from fraud, negligence, misrepresentation, or failure to disclose by the Indemnitees, or (b) were caused in whole or in part by the Indemnitees. The Developer's defense, indemnification, protection and hold harmless obligations herein shall include, without limitation, the duty to respond to any governmental inquiry, investigation, claim or demand regarding the any Hazardous Materials condition, at the Developer's sole cost.

3.12.3 Release and Waiver. The Developer hereby releases and waives all rights, causes of action and claims the Developer has or may have in the future against the Indemnitees arising

out of or in connection with any Hazardous Materials (as defined herein), at, on, in, beneath or from the Property, except if such cause of action arises from the negligent or fraudulent misrepresentation or failure to disclose by the City relating to a representation or warranty of City which is false or misleading.

3.12.4 Hazardous Materials Defined. As used in this Agreement, the term "Hazardous Materials" means any substance, material or waste that is (1) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of California law; (2) petroleum; (3) asbestos; (4) polychlorinated biphenyls; (5) radioactive materials; (6) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Section 1251 et seq. (33 U.S.C. Section 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Section 1317); (7) defined as a "hazardous substance" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq. (42 U.S.C. Section 6903) or its implementing regulations; (8) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. Section 9601 et seq. (42 U.S.C. Section 9601); or (9) determined by California, federal or local governmental authority to be capable of posing a risk of injury to health, safety or property.

3.12.5 Materiality. The Developer acknowledges and agrees that the defense, indemnification, protection and hold harmless obligations of the Developer for the benefit of the City set forth in this Agreement are a material element of the consideration to the City for the performance of its obligations under this Agreement, and that the City would not have entered into this Agreement unless the Developer's obligations were as provided herein.

3.13 Preliminary Work and Right of Entry. Prior to the Opening of Escrow, Developer shall have the right to erect a sign or signs on the Property advertising the future development and the availability of future leasehold space. Prior to the conveyance of fee interest in the Property to the Developer but following the Opening of Escrow, representatives of the Developer shall have the right of access to the Property at all reasonable times for the purpose of obtaining data and making surveys and tests necessary to carry out this Agreement. The City will require the Developer to execute a right of entry agreement reasonably satisfactory to the City prior to entry onto the Property for such purpose. The Developer's inspections, examination, testing, survey and review of the Property shall be at the Developer's sole cost and expense. The Developer shall obtain the City's consent in writing prior to any proposed physical testing of the Property, which consent shall not be unreasonably conditioned, withheld or delayed. The Developer shall repair, restore and return the Property to its original condition after such physical testing, at Developer's sole cost and expense, provided that Developer shall have no obligation to remediate Hazardous Materials discovered during such testing. The Developer shall schedule any such inspections during normal business hours unless otherwise approved by the City. During this inspection period, the Developer shall at all times keep the Property free and clear of any liens and encumbrances created by Developer.

The City shall make all data and information pertaining to the Property available to the Developer. The City makes no warranty or representations, however, as to the completeness, correctness, or validity of such data and information. Copies of final data, surveys, and tests

obtained or made by the Developer on the Property shall be filed with the City. Any preliminary work by the Developer shall be undertaken only after securing any necessary permits for such preliminary work from the appropriate governmental agencies.

Without limiting any other indemnity provisions set forth in this Agreement, the Developer shall indemnify, defend (with counsel approved by the City) and hold the City and its elected and appointed officers, officials, employees, contractors, agents and representatives harmless from and against all injury, damages, liability, loss, cost, claim, demand, action, suit, legal or administrative proceeding, penalty, deficiency, fine, or other expense resulting from or arising in connection with entry upon the Property by the Developer or Developer's representatives or agents pursuant to this Agreement, except to the extent caused by pre-existing conditions (such as Hazardous Materials) or the negligence or willful misconduct of City. The Developer's indemnification obligations set forth in this Section 3.13 shall survive the close of escrow and termination of this Agreement. Prior to Developer's entry upon the Property, the Developer shall provide the City with a certificate or other proof of insurance meeting the requirements set forth in this Agreement.

3.14 Submission of Evidence of Equity Capital and Mortgage Financing. If the Developer finances the development of the Project and related activities, all such financing (construction and permanent) shall be subject to the approval of the City, which approval will not be unreasonably withheld, conditions, or delayed.

No later than the time specified in the Schedule of Performance, the Developer shall submit to the City evidence satisfactory to the City that the Developer has the equity capital and commitments for financing necessary for development of the Project. The City shall approve or disapprove such evidence of financing commitments within the time established in the Schedule of Performance.

Article 4 DEVELOPMENT OF THE PROPERTY

4.1 Scope of Development. The Developer shall develop the Project on the Property, as provided in the Scope of Development (Attachment No. 4 hereto), all in accordance with plans approved by the City.

4.2 Development Review. Within the times established in the Schedule of Performance, the Developer shall submit to the City for review and approval all construction plans, drawings and related documents for the construction and development work to be done on the Property. Final construction plans and drawings are defined as those in sufficient detail to obtain a building permit.

The Developer shall obtain all approvals and permits that may be required under the City's normal plan check, development review and approval process for the construction and development work to be completed on the Property, or applicable portion thereof, and shall pay all fees and costs associated with such review consistent with the City's normal entitlement process. The Project, and all plans, drawings and related documents for the development of the

Property, shall be consistent with the City's General Plan and Zoning Code. During the preparation of any drawings and plans for the development and construction work to be completed on the Property, the Developer shall meet with City staff and communicate and consult informally and as frequently as is necessary to ensure that the formal submittal of any documents to the City pursuant to this Section 4.2 can receive prompt consideration.

The City shall approve or disapprove the plans, drawings and related documents submitted pursuant to this Section 4.2 in accordance with City's normal plan check procedures. Any disapproval shall state in writing the reasons for disapproval and the changes that the City requests be made. Such reasons and such changes must be consistent with the Scope of Development and any items previously approved hereunder by the City. The Developer, upon receipt of a disapproval, shall revise such plans, drawings and related documents and resubmit them to the City as soon as possible after receipt of the notice of disapproval, provided that in no case shall the City be entitled to require changes inconsistent with the Scope of Development and any previously approved items.

If the Developer desires to make any material change in the construction plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the construction plans, as modified by the proposed change, conform to the requirements of this Section 4.2, and other approvals previously granted by the City under this Agreement and the Scope of Development, the City shall approve the proposed change and notify the Developer in writing within thirty (30) days after submission to the City.

Based on the development and preliminary plans provided by Developer for the Project under this Agreement, City staff has made an initial determination that the development of the Project will be exempt from environmental review under the California Environmental Quality Act, under a Class 32 Categorical Exemption (CEQA Guidelines Section 15332) for Infill Development Projects. The Developer understands and agrees that any material changes made to the development plans or any elements of the Project may require environmental review, and Developer shall cooperate with City staff in the event any determination is made that would require any such environmental review as part of the development review and approval process.

4.3 Schedule of Performance. The Developer agrees to perform and advance development of the Project consistent with the Schedule of Performance attached hereto as Attachment No. 3. The Schedule of Performance is subject to revision as mutually agreed upon in writing between the Developer and the City pursuant to this Agreement. The City Manager shall have the authority to approve in writing, on behalf of the City, any such extensions of time he or she deems reasonable and appropriate, in accordance with the requirements of this Agreement.

4.4 Bodily Injury and Property Damage Insurance. Prior to the commencement of any work on the Property, including any preliminary work performed by the Developer pursuant to Section 3.13, the Developer shall furnish, or cause to be furnished to the City duplicate originals or appropriate certificates of insurance evidencing commercial general liability insurance on an occurrence basis insuring against bodily injury and property damage in a combined single limit of liability per occurrence in the amount of ONE MILLION DOLLARS (\$1,000,000), general aggregate limit of TWO MILLION DOLLARS (\$2,000,000) and builder's all risk insurance in

an amount not less than the full insurable value of the improvements on the Property on a replacement cost basis, together with endorsements naming the City, and its elected and appointed officers, officials, employees, contractors, agents and representatives, as additional insureds. Developer shall also provide evidence of worker's compensation insurance in the statutory amount required by law. Developer's contractor, and subcontractors if any, shall also submit evidence of liability insurance in the same form and amount as required by Developer.

4.4.1 The certificates of insurance shall be accompanied by all appropriate endorsements, and shall set forth the names of the insurance carriers, the policy numbers, the coverage limits, any applicable deductible or retention, and the policy effective and expiration dates. The certificates of insurance shall also evidence that: (a) Developer's Federal Employer Identification Number ("FEIN") is as set forth in the Agreement; (b) Developer has procured and paid for the foregoing insurance coverage from companies either (i) having an A.M. Best rating of "A VII" or higher or (ii) otherwise acceptable to City in its sole discretion; (c) the person executing the insurance certificates is authorized by the applicable insurance carriers to do so; and (d) all insurance coverages required to be maintained by Developer pursuant to this Section 4.4 provide coverage on an "occurrence" basis and not on a "claims made" basis. The insurance certificates shall state that the insurer will provide Agency with thirty (30) days written notice in case of cancellation or non-renewal.

4.4.2 The insurance policies required by this Section 4.6 shall be endorsed by Developer's insurance carriers to reflect (a) that the coverages provided pursuant to the policies required by this Section 4.4, including any excess or umbrella policies, are primary over any other insurance coverage that may be available to City, and (b) that any other insurance coverage that may be available to City shall be excess over the coverages provided by the policies required by this Section 4.4, including any excess or umbrella policies, and (c) that the coverages provided pursuant to the policies required by this Section 4.4, including any excess or umbrella policies, shall not require contribution of any other insurance coverage that may be available to City, regardless of how such other insurance coverage of City is structured to apply in other insurance situations. Further, all policies, including excess or umbrella policies, shall provide coverage for claims by one insured against another insured and the policies shall not contain any cross-suits exclusions, cross-liability exclusions, or insured versus insured exclusions.

4.4.3 In addition to the insurance requirement of this Section 4.4, the Developer agrees to and shall indemnify, protect, defend and hold the City, its elected and appointed officers, directors, employees, agents and representatives, harmless from and against all liability, loss, damage, costs or expenses (including reasonable attorneys' fees and court costs) arising from or as a result of the death of any person or any accident, injury, loss or damage whatsoever caused to any person or to the property of any person which shall occur on or adjacent to the Property, or applicable portion thereof, and which is not caused by the act or negligence of the City, or its officers, agents, servants, employees or contractors.

4.5 City and Other Governmental Agency Permits. Prior to the commencement of any construction and development (or any work related thereto) upon the Property, the Developer shall, at its own expense, secure, or cause to be secured, any and all approvals and permits which may be required by the City or any other governmental agency affected by such construction.

All site work and construction activities shall be undertaken in accordance with the requirements of the City, and other applicable local, regional, state and federal rules, regulations and standards, including but not limited to: City building permit; grading permit; approved development plans; design review, and conditions specified in City conditional use permit if so required.

The Developer agrees to defend, indemnify, protect and hold harmless the City and its officers, employees, and agents from, regarding and against any and all liabilities, obligations, orders, claims, damages, fines, penalties and expenses of any kind whatsoever, together with fees (including, without limitation, reasonable attorneys' fees), whenever arising, resulting from or in connection with the obligation to comply with all laws with respect to the construction of the Project, including, without limitation, all applicable federal and state labor laws and standards.

4.6 Certificate of Completion. Upon the completion of the construction and development of any portion of the Project, the Developer shall send a written request to the City and the City shall furnish the Developer with a Certificate of Completion for such work, in a form suitable for recording in the Official Records of Yolo County, California. A Certificate of Completion is not a Certificate of Occupancy as may be issued by the City.

The Certificate of Completion shall be, and shall so state, conclusive determination of satisfactory completion of the construction and development work to be completed on that portion of Property, as required by this Agreement. The City shall not unreasonably withhold the Certificate of Completion. If the City refuses or fails to furnish a Certificate of Completion for any portion of the Property after written request from the Developer, the City shall provide the Developer with a written statement of the reasons the City refused or failed to furnish a Certificate of Completion. The statement shall also contain the City's opinion of the action the Developer must take to obtain a Certificate of Completion. If the reason for such refusal is confined to the immediate unavailability of specific items or materials for landscaping or monuments not a part of a structure, the City may issue its Certificate of Completion upon the posting of a bond by the Developer in an amount representing a fair value of the work not yet completed.

After recording of a Certificate of Completion, any party then owning or thereafter leasing, subleasing, or otherwise acquiring any interest in that portion of the Property covered by a Certificate of Completion shall not (because of such lease, sublease or acquisition) incur any obligation or liability under this Agreement.

A Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation by the Developer to any holder of a mortgage or any insurer of a mortgage securing money loaned to finance the improvements or any part thereof. A Certificate of Completion is not notice of completion as referred to in California Civil Code Section 3093.

4.7 Records. The Developer shall maintain in accordance with generally accepted accounting principles, complete books and records relating to the construction, and development of the Project. Upon request for examination by the City, the Developer during all normal business hours, shall make available all of its records with respect to all matters covered by this

Agreement. Developer shall permit the City to audit, examine and make excerpts or transcripts from these records.

4.8 Prevailing Wages. The parties contemplate that the construction of the Project pursuant to this Agreement will not be subject to the payment of prevailing wages under Labor Code Section 1720 et seq., as the Developer is paying full fair market value for the Property. Notwithstanding the foregoing, the Developer shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) the City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure of Developer or its contractors to pay prevailing wages if and to the extent required by law or to comply with the other applicable provisions of Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations in connection with construction of the Project. The foregoing indemnity shall survive any termination of this Agreement.

Article 5 DEFAULTS AND REMEDIES

5.1 Default. Subject to extensions of time set forth herein, or any other extension of time that may be agreed to by the parties, and the specific remedies set forth in sections 5.5 through 5.8 below, failure or delay by either party to perform any term or provision of this Agreement constitutes a default under this Agreement. The non-defaulting party shall notify the defaulting party that a default exists and that the defaulting party must cure or commence to cure and diligently prosecute to completion any such default within thirty (30) days of receipt of the notice of default. The party who so fails or delays must immediately commence to cure, correct or remedy such failure or delay, and shall complete such cure, correction or remedy with reasonable diligence and during any period of curing shall not be in default. If the default is not commenced to be cured within thirty (30) days after service of the notice of default and is not cured promptly in a continuous and diligent manner within a reasonable period of time after commencement, the defaulting party shall be liable to the non-defaulting party for damages caused by such default.

Except as otherwise expressly provided in this Agreement, any failure or delay by either party in asserting any of its rights or remedies as to any default shall not operate as a waiver of any default or of any such rights or remedies or deprive such party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert or enforce any such rights or remedies.

5.2 Legal Actions. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to recover damages for any default or to obtain any other remedy (including specific performance) consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Yolo, State of California, in any other appropriate court in that county, or in the Federal District Court in the Eastern District of California.

Further, the non-defaulting party may file legal action to require the defaulting party to specifically perform the terms and conditions of this Agreement.

5.3 Applicable Law. The laws of the State of California, excepting those provisions dealing with choice of law, shall govern the interpretation and enforcement of this Agreement.

This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein. In addition, each party has been represented by experienced and knowledgeable legal counsel. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is waived. The provisions of this Agreement shall be interpreted in a reasonable manner to effect the purposes of the parties and this Agreement.

5.4 Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same time or different times, of any other rights or remedies for the same default or any other default by the other party.

5.5 Termination by the Developer Prior to Conveyance. In the event that prior to conveyance of the Property to the Developer:

5.5.1 If the Developer identifies any existing contamination on the Property, and the Developer elects not to remediate any such existing contamination, or for any other reason the Developer determines that the condition of the Property is not suitable for development pursuant to this Agreement; or

5.5.2 If any of the Developer's conditions precedent to conveyance are not satisfied by the time set forth in this Agreement despite City's good faith efforts to do so, and such failure is not cured within thirty (30) days after written notice from Developer or, if such failure cannot be reasonably cured within such 30 day period, the City is not diligently acting to cure such failure in a timely manner; or

5.5.3 Subject to Force Majeure, all conditions precedent to conveyance are satisfied or waived by the party benefiting from such condition and the City, despite City's good faith efforts, is unable to tender conveyance of fee interest in the Property or possession thereof in the manner and condition and by the date provided in this Agreement, and any such failure is not cured within fifteen (15) days after written demand by the Developer or, if such failure cannot be reasonably cured within such fifteen (15) day period, the City is not diligently acting to cure such tenure In a timely manner; or

5.5.4 The Developer is unable, despite diligent efforts, to secure reasonable financing necessary for development of the Property, or otherwise determines that the development of the Property is not feasible due to the economic conditions then in existence, and the City and Developer are unable to mutually agree upon an alternative approach, which may include modifications or amendments to this Agreement; or

5.5.5 The City is in default under any other provision of this Agreement and such default is not cured within the applicable time periods;

then this Agreement and any rights of the City or any assignee or transferee in this Agreement pertaining thereto or arising therefrom with respect to the Developer may, at the option of the Developer be terminated by written notice thereof to the City, as the Developer's sole and exclusive remedies for the matters described in this subsection. Upon such termination, and except for those provisions which are specifically intended to survive any termination of this Agreement, the parties shall have no further obligations to or rights against each other. Notwithstanding the foregoing, in the event that Developer terminates the Agreement pursuant to this Section 5.5 after the completion of the Feasibility Period, the City shall retain the Deposit as liquidated damages as provided in Section 5.7 of this Agreement, unless the Agreement is terminated based on Section 5.5.5 hereof, in which case the Deposit shall be returned to the Developer.

5.6 Termination by the City Prior to Conveyance. In the event that prior to conveyance of fee interest in the Property to the Developer:

5.6.1 The Oversight Board declines to approve the transfer of the Property back to DOF; or

5.6.2 The Developer transfers or assigns this Agreement or any rights herein in violation of this Agreement; or

5.6.3 There is a change in the ownership or identity of the Developer or the parties in control of the Developer in violation of the provisions of this Agreement; or

5.6.4 The Developer does not submit the evidence required under Section 3.15 that it has the necessary commitment letters for financing for development of the Property in the manner and by the date provided in this Agreement and such failure is not cured within thirty (30) days after written notice from City or, if such failure cannot be reasonably cured within such thirty (30) day period, the Developer is not diligently acting to cure such failure in a timely manner; or

5.6.5 The Developer does not submit the Deposit within the time provided herein; or

5.6.6 The Developer does not satisfy all its conditions precedent to Close of Escrow pursuant to this Agreement prior to the date set forth for Close of Escrow herein and such failure is not cured within fifteen (15) days after written demand by the City or, if such failure cannot be reasonably cured within such fifteen (15) day period, the Developer is not diligently acting to cure such failure in a timely manner, or

5.6.7 The Developer has failed to satisfy all of the conditions to Close of Escrow set forth herein prior to the Outside Date.

5.6.8 The Developer is in breach or default with respect to any other material obligation of the Developer under this Agreement prior to Close of Escrow; and if any default or failure referred to above shall not be cured within thirty (30) days after the date of written demand by the City or, if such default cannot be reasonably cured within such thirty (30) day period, the Developer is not reasonably acting to cure such default in a timely manner;

then this Agreement, and any rights of the Developer or any assignee or transferee in this Agreement pertaining thereto or arising therefrom with respect to the City, may, at the option of the City, be terminated by the City by written notice thereof to the Developer, and provided such termination occurs after the end of the Feasibility Period, the City shall retain the Deposit as liquidated damages, and such liquidated damages and termination of this Agreement shall constitute the City's sole and exclusive remedies for the matters described in this subsection. Upon such termination, and except for those provisions which are specifically intended to survive any termination of this Agreement, the parties shall have no further obligations to or rights against each other.

5.7 Termination for Convenience in the Event of Denial of Transfer by DOF. In the event that DOF decline to approve the transfer of the Property back to the City, the City may, at its option, request that the Successor Agency request an opportunity to meet and confer with DOF over DOF's decision to decline approval of the transfer. The Successor Agency shall make such request to meet and confer with DOF within ten (10) days of receipt of written notification of DOF's rejection. If the Successor Agency does request to meet and confer within such ten (10) day period, or in the event that DOF still declines approval the meet and confer session, then this Agreement shall automatically terminate that the parties shall have no further right or obligations hereunder. The parties acknowledge and agreement that the Opening of Escrow shall not occur until after approval of the transfer by DOF, so the Deposit shall not have been made if the Agreement is terminated pursuant to this Section 5.7 and will not need to be distributed to either Party.

5.8 Liquidated Damages

IF THIS AGREEMENT IS TERMINATED BY THE CITY FOR A DEFAULT OF THE DEVELOPER PRIOR TO CLOSE OF ESCROW OR BY DEVELOPER AFTER THE END OF THE FEASIBILITY PERIOD, THE DEPOSIT MAY BE RETAINED BY THE CITY AS LIQUIDATED DAMAGES AND AS ITS PROPERTY WITHOUT ANY DEDUCTION, OFFSET OR RECOUPMENT WHATSOEVER. IF THE DEVELOPER SHOULD DEFAULT UPON ITS OBLIGATIONS, MAKING IT NECESSARY FOR THE CITY TO TERMINATE THIS AGREEMENT AND TO PROCURE ANOTHER PARTY OR PARTIES TO PURCHASE AND DEVELOP THE PROPERTY IN SUBSTANTIALLY THE MANNER AND WITHIN THE PERIOD THAT SUCH PROPERTY WOULD BE REDEVELOPED UNDER THE TERMS OF THIS AGREEMENT, THEN THE DAMAGES SUFFERED BY THE CITY BY REASON THEREOF WOULD BE UNCERTAIN. SUCH DAMAGES WOULD INVOLVE SUCH VARIABLE FACTORS AS THE CONSIDERATION THAT SUCH PARTY WOULD PAY FOR THE PROPERTY; THE EXPENSES OF CONTINUING THE OWNERSHIP AND CONTROL OF THE PROPERTY; OF INTERESTED PARTIES AND NEGOTIATING WITH SUCH PARTIES; POSTPONEMENT OF TAX REVENUES

THEREFROM THE COMMUNITY; AND THE FAILURE OF THE AGENCY TO EFFECT ITS PURPOSES AND OBJECTIVES WITHIN A REASONABLE TIME, RESULTING IN ADDITIONAL IMMEASURABLE DAMAGE AND LOSS TO THE CITY AND THE COMMUNITY. IT IS IMPRACTICABLE AND EXTREMELY DIFFICULT TO FIX THE AMOUNT OF SUCH DAMAGES TO THE CITY, BUT THE PARTIES ARE OF THE OPINION, UPON THE BASIS OF ALL INFORMATION AVAILABLE TO THEM, THAT SUCH DAMAGES WOULD APPROXIMATELY EQUAL THE AMOUNT OF THE DEPOSIT HELD BY THE CITY AT THE TIME OF THE DEFAULT OF THE DEVELOPER, AND THE AMOUNT OF SUCH DEPOSIT SHALL BE PAID TO THE CITY UPON ANY SUCH OCCURRENCE AS THE TOTAL OF ALL LIQUIDATED DAMAGES FOR ANY AND ALL SUCH DEFAULTS AND NOT AS A PENALTY. IN THE EVENT THAT THIS PARAGRAPH SHOULD BE HELD TO BE VOID FOR ANY REASON, THE CITY SHALL BE ENTITLED TO THE FULL EXTENT OF DAMAGES OTHERWISE PROVIDED BY LAW.

THE DEVELOPER AND THE CITY SPECIFICALLY ACKNOWLEDGE THIS LIQUIDATED DAMAGES PROVISION BY THEIR SIGNATURES HERE:

By: _____

By: _____

5.9 Termination Following Conveyance. Following conveyance of the Property, in addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, or recover damages for any default, or to obtain any other remedy consistent with the purpose of this Agreement, including but not limited to specific performance under this Agreement.

**Article 6
GENERAL PROVISIONS**

6.1 Conflicts of Interest. No member, official or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official or employee participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.

The Developer warrants that it has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement.

6.2 Non-Liability of City Officials and Employees. No member, official or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Developer or its successors, or on any obligations under the terms of this Agreement, except as may be caused by

intentional torts or criminal activities of any such City member, official or employee. Developer hereby waives and releases any claim it may have against the members, officials or employees of the City with respect to any default or breach by City or for any amount which may become due to Developer or its successors, or on any obligations under the terms of this Agreement, except as may be caused by intentional torts or criminal activities.

6.3 Force Majeure. Subject to the limitations set forth below, performance by any party under this Agreement shall not be deemed to be in default, and all performance and other dates specified in this Agreement shall be extended, where delays are due to: war; insurrection; strikes; lockouts; riots; floods; earthquakes; fires; casualties; acts of God; acts of the public enemy; epidemics; quarantine restrictions; freight embargoes; governmental restrictions or priority; litigation; unusually severe weather; acts or omissions of the other party; or other circumstances beyond the control of such party (“Force Majeure”). An extension of time for any such cause shall be for the period of the force majeure delay and shall commence to run from the time of the commencement of the cause (but in any event shall not exceed a cumulative total of one hundred eighty (180) days), if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Developer.

6.4 Inspection of Books and Records. The City has the right, upon not less than seventy-two (72) hours’ notice, at all reasonable times, to inspect the books and records of the Developer pertaining to the Property as pertinent to the purposes of this Agreement.

The Developer also has the right, upon not less than seventy-two (72) hours’ notice, at all reasonable times, to inspect the books and records of the City pertaining to the Property as pertinent to the purposes of this Agreement.

6.5 Time is of the Essence. Time is of the essence in the performance of this Agreement.

6.6 Waiver. A waiver by one party of the performance of any covenant, condition or promise of the other party shall not invalidate this Agreement, nor shall it be considered to be a waiver by such party of any other covenant, condition or promise contained herein. The waiver of either or both parties of the time for performing any act shall not be construed as a waiver of any other act required to be performed at a later date.

6.7 Notices. All notices that are given pursuant to this Agreement shall be in writing. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card. Notices delivered by the United States Express Mail, Federal Express, Airborne Express or another overnight courier that provides next business day delivery (the “Express Courier”) shall be deemed given on the next business day after deposit of the same with the Express Courier. If any notice is transmitted by facsimile (fax) transmission or similar means, the same shall be deemed received or delivered upon the transmission thereof, provided a copy is also given via personal delivery or deposited with the Express Courier by no later than the next business day after such facsimile transmission. If notice is given or received on a Saturday, Sunday or legal holiday, or on a business day after 5:00 P.M., it shall be deemed

given or received on the next business day. For purposes of notice, the addresses of the parties are as follows, which may be changed by five (5) days prior written notice:

City: City of Winters
318 First Street
Winters, CA 95694
Attention: City Manager
Telephone: (530) 795-4910, Ext. 110
Facsimile: (530) 795-4935

With a copy to: Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attention: Ethan Walsh
Telephone: (916) 325-4000
Facsimile: (916) 325-4010

Developer: Urban Community Partners, LLC
1730 Solano Avenue
Berkeley, CA 94707
Attention: Ian Gillis
Telephone: (510) 225-9270
Facsimile: (510) 225-4046

With a copy to: Archer Norris
2033 N. Main St.
Walnut Creek, CA 94596
Attention: Rick Norris
Telephone: (925) 930-6600
Facsimile: (925) 930-6620

6.8 Entire Agreement. This Agreement, including all attachments hereto, contains the entire agreement between the parties with regard to the Property and supersedes all prior written and/or oral representations and/or agreements, including, but not limited to, any letter of intent between the parties.

6.9 Attorneys' Fees. If an action is filed by any of the parties hereto to enforce and/or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs.

6.10 Days. In computing any period of time by days as provided in this Agreement, the date of the act, event or default from which the designated period of time begins to run will not be included. If the date for performance or last day of any time period stated in this Agreement falls on a day that is not a business day, then the due date or the duration of such time period will be extended so that it ends on the next succeeding day that is a business day. A "business day" is a

day of the week that is not a Saturday, Sunday, or legal holiday recognized by the banks, United States Postal Service or the Recorder of the County.

6.11 Relationship of the Parties. Nothing in this Agreement is intended to create a partnership or joint venture between the parties or make one party the agent of the other.

6.12 Headings. Any headings or captions used herein are inserted only as a matter of convenience and for reference only and in no way defines limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

6.13 Context. The words or phrases that are not proper nouns that begin with capital letters are defined terms that have the meanings that are assigned to them in this Agreement. The singular form shall include the plural and vice versa; adverbs such as “herein,” “hereto,” and “hereunder” shall refer to this Agreement in its entirety and not to any specific section or paragraph; and the terms “include,” “including,” and similar terms shall be construed as though followed immediately by the phrase “but not limited to”. “Recorded” means to be recorded in the Official Records of the County of Yolo. Unless specified to the contrary, any reference to a section or paragraph shall be to a section or paragraph of this Agreement. All Attachments referred to in this Agreement are attached to it and incorporated herein and made a part of this Agreement by this reference.

6.14 Counterparts. This Agreement may be signed by the parties in different counterparts, and the signature pages combined shall create a document binding on all parties.

6.15 City Approvals and Actions. Whenever a reference is made herein to an action or approval to be undertaken by City, the City Manager or his or her designee is authorized to act on behalf of City, unless specifically provided otherwise or the context requires otherwise.

6.16 Modifications; Amendments. The Developer and City agree to mutually consider reasonable requests for amendments to this Agreement that may be made by any of the parties hereto, subtenants of Developer, lending institutions or bond counsel or financial consultants to Developer or the City, provided such requests are consistent with this Agreement and would not materially alter the basic business terms included herein.

Any waiver, alteration, change, modification or amendment of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. The City Manager shall be authorized to approve any modification or amendment to the Schedule of Performance or other minor modification or amendment hereto that does not alter the basic business terms included herein. Any substantive or significant alteration, change, modification or amendment of or to this Agreement shall require approval by the City Council.

6.17 Entire Agreement, Waivers and Amendments. This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement comprises pages 1 through 25, inclusive, and Attachments Nos. 1 through 4 which, together with all documents and agreements referenced herein, constitute the entire understanding and agreement of the parties with respect to the Property.

This Agreement integrates all of the terms and conditions: mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

6.18 Time for Acceptance of Agreement by City. This Agreement, when executed by the Developer and delivered to the City, must be authorized, executed and delivered by the City within thirty (30) days after the date of signature by the Developer or this Agreement shall be void, except to the extent that the Developer may consent in writing to further extensions of time for the authorization, execution and delivery of this Agreement. The effective date of this Agreement shall be the date when this Agreement has been signed by the City.

_____, 2016

“CITY”

CITY OF WINTERS,
a California municipal corporation

By: _____
Mayor

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

_____, 201_

“DEVELOPER”

URBAN COMMUNITY PARTNERS, LLC a
California limited liability company

By: _____
Ian C. Gillis, President

ATTACHMENTS

Attachment No. 1	Map of the Property
Attachment No. 2	Legal Description of the Property
Attachment No. 3	Schedule of Performance
Attachment No. 4	Scope of Development

ATTACHMENT NO. 1
Map of the Property

ATTACHMENT NO. 2
Legal Description of the Property

ATTACHMENT NO. 3

SCHEDULE OF PERFORMANCE

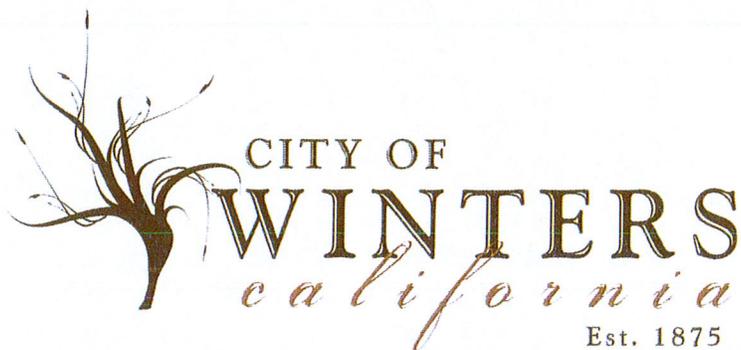
Action	Date
1. <u>Execution of Agreement by City.</u> The City shall authorize execution of this Agreement and deliver this Agreement to the Developer.	Within 30 days after execution and delivery by the Developer.
2. <u>Submission of Preliminary Title Report.</u> The City shall cause to be prepared and delivered to the Developer a Preliminary Title Report for the City Property.	Within 30 days following Opening of Escrow.
3. <u>Approval of Preliminary Title Report.</u> The Developer shall approve the Preliminary Title Report for the Property.	Within 30 days after receipt of Preliminary Title Report from City.
4. <u>Feasibility Period.</u> The Developer shall complete its investigations and approve or disapprove of the condition of the City Property, and decide whether to move forward with the Project.	Within 90 days after Opening of Escrow.
5. <u>Submission of Construction Plans.</u> The Developer shall prepare and submit to the City final construction plans, drawings and related documents.	Within 90 days after final Design Review approval and CEQA approval by the City.
6. <u>Approval of Construction Plans.</u> The City shall approve the Developer's final construction plans.	In accordance with City's normal plan check and design review process.
7. <u>Submission of Evidence of Financing.</u> The Developer shall submit evidence of adequate financing to construct the Project.	Concurrently with approval of final construction plans, but in any event within 30 days prior to close of escrow.
8. <u>Approval of Evidence of Financing.</u> The City shall review and approve Developer's evidence of adequate financing to construct the Project.	Within 30 days after receipt thereof by the Agency.
9. <u>Satisfaction of All Conditions Precedent to Close of Escrow.</u> Developer and City, as applicable, shall complete all other conditions precedent to close of escrow provided for in Section 3.5.	At or prior to the close of escrow.

Action	Date
10. <u>Deposit of Grant Deed and Purchase Price.</u> Developer and City, as applicable, shall deliver into escrow the Grant Deed, Purchase Price, and all required funds.	Not later than two days prior to the close of escrow.
11. <u>Close of Escrow.</u> The City shall convey title to the City Property to the Developer, and the Developer shall accept such conveyance.	No later than _____.
12. <u>Certificates of Insurance.</u> The Developer shall deliver to the City certificates of insurance.	Prior to commencement of any work on the Property.
17. <u>Commencement of Construction.</u> The Developer shall commence construction of the improvements on the Property.	Within __ days after Close of Escrow.
18. <u>Completion of Construction.</u> The Developer shall complete construction of the improvements on the Property.	Within __ months after commencement thereof.
19. <u>Issuance of Certificate of Completion.</u> The City shall furnish the Developer with a Certification of Completion for the Project and return any remaining portion of the Deposit to Developer.	Promptly after completion of all construction required to be completed by the Developer on the Property, and upon written request therefor by the Developer.

ATTACHMENT NO. 4

SCOPE OF DEVELOPMENT

[To be inserted]



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: March 15, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JD*
FROM: Dan Maguire, Economic Development and Housing Manager *DM*
SUBJECT: Northern Inner Coastal Range Conservancy

RECOMMENDATION:

Staff is asking the Council to 1) receive the staff report regarding pending State legislation that would establish the Northern Inner Coastal Range Conservancy and 2) adopt Resolution 2016-05 in support of the authorizing legislation, SB 1396.

BACKGROUND:

Recently, Senator Lois Wolk (along with Principal Coauthor Assembly Member Bill Dodd) introduced Senate Bill 1396 which would establish the Northern Inner Coast Range Conservancy. Existing law establishes various conservancies in the Natural Resources Agency to acquire, manage, direct the management of, and conserve the public lands in the state. This bill would establish the Inner Coastal Range Conservancy in the agency to undertake the various activities related to the Inner Coastal Range Region, as defined, and would prescribe the management, powers, and duties of the conservancy.

A Northern Inner Coast Range State Conservancy can help provide many benefits within the defined region, including providing increased opportunities for tourism and recreation, reduce the risk and severity of natural disturbances, such as wildfire, and protect and improve water supply and water and air quality ; and improve water use efficiency.

California currently has ten conservancies established by legislation to supplement its traditional state natural resource and public recreation agencies and help to protect regional resources of statewide significance. California conservancies are intended to act as creative, problem-solving, cross-agency, collaborative, and environmentally integrative agencies to both facilitate the implementation and increase the extent of natural resource protection. All of the conservancies are non-regulatory, collaborative, state-local partnerships.

FISCAL IMPACT:

None by this action

ATTACHMENTS:

Resolution 2016-05

Map of Draft Northern Inner Coastal Range Conservancy ("NICRC") Boundaries

Senate Bill 1396

Q&A for NICRC (Tuleome)

Fact Sheet: California State Public Conservancies (Tuleome)

RESOLUTION NO. 2016-05

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS, CALIFORNIA,
IN SUPPORT OF THE NORTHERN INNER COASTAL RANGE CONSERVANCY

Whereas: The Northern Inner Coast Range is a unique region within California, with many rural communities committed to sustaining and restoring the region's exceptional cultural and natural resource values; a strong agricultural and natural resource-based heritage; and a rich Native American cultural history; and

Whereas: The Northern Inner Coast Range Region is a globally significant area, including world renowned geological, biological, and cultural resources, a national monument, and many large public land areas that are open for public use; and

Whereas: The Northern Inner Coast Range Region is an important part of the State's economy, providing substantial agricultural products, timber, water, fishery, and other biological resources, ranching, tourism, and recreation; and

Whereas: In cooperation with local governments, private businesses, nonprofit organizations, and the public, a Northern Inner Coast Range State Conservancy can help do all of the following:

1. Provide increased opportunities for tourism and recreation;
2. Protect, conserve, and restore the region's physical, cultural, archeological, historical, and living resources;
3. Aid in the preservation of the working landscapes;
4. Reduce the risk and severity of natural disturbances, such as wildfires, and restore resiliency to natural landscapes;
5. Protect and improve water supply and water and air quality, and improve water use efficiency;
6. Assist the regional economy through the operation of the conservancy's program;
7. Identify the highest priority projects and initiatives for which funding is needed;
8. Undertake efforts to enhance public use and enjoyment of lands owned by the public;
9. Support efforts that advance, in a complementary manner, environmental preservation and restoration as well as economic well-being of the region's residents; and

Whereas: Conservancies such as the Sierra Nevada Conservancy are known to enact critical, timely, and effective projects on the ground; and

Whereas: Conservancies have a strong local and regional participation in their governance structure to promote and ensure a local voice on project development and implementation; and

Whereas: The Northern Inner Coast Range region is largely underserved and merits a Conservancy as a matter of fairness and equity; and

Whereas: Much of this region is economically disadvantaged and underrepresented in regional governmental opportunities; and

Whereas: Conservancies can bring additional funding to the region through state, bond or grant funding, and

Whereas: A Conservancy can help to implement regional initiatives such as the California Headwaters Partnership; the FireScope Mendocino collaborative process; the fuels management, forest restoration, and recreation enhancement programs of the Trinity County Resource Conservation District; fire-adapted communities of the Western Klamath Restoration Partnership; and similar locally based and solution-oriented collaboratives throughout the region; and

Whereas: The Sierra and the Inner Coast Range share many issues including forest restoration and fire and fuels management; water quality and water supply protection and enhancement; recreation; abandoned mine remediation; unregulated marijuana cultivation that is destructive to the environment and climate change impacts to the landscape;

Therefore be it Resolved: That the City Council of the City of Winters supports the enactment of the Northern Inner Coast Range State Conservancy.

PASSED AND ADOPTED this 15th day of March, 2016, 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

**POTENTIAL NORTHERN INNER
COAST RANGE CONSERVANCY
BOUNDARIES**

The red line in the map represents the approximate location of the Northern Inner Coast Range Conservancy boundaries as described in the DRAFT bill.

Watershed boundaries identified in this cartoon are approximately correct with respect to the described boundaries in the DRAFT bill, although details of the boundaries are not mapped at this scale.

**DISCUSSION DRAFT
FOR REVIEW AND
DISCUSSION PURPOSES ONLY**

15 December 2015



Introduced by Senator Wolk
(Principal coauthor: Assembly Member Dodd)
(Coauthor: Senator McGuire)
(Coauthor: Assembly Member Levine)

February 19, 2016

An act to add Division 23.4 (commencing with Section 33400) to the Public Resources Code, relating to the Inner Coast Range Conservancy.

LEGISLATIVE COUNSEL'S DIGEST

SB 1396, as introduced, Wolk. Inner Coast Range Conservancy.

Existing law establishes various conservancies in the Natural Resources Agency to acquire, manage, direct the management of, and conserve public lands in the state.

This bill would establish the Inner Coast Range Conservancy in the agency to undertake various activities related to the Inner Coast Range Region, as defined, and would prescribe the management, powers, and duties of the conservancy. The bill would create the Inner Coast Range Conservancy Fund in the State Treasury. Moneys in the fund would be available, upon appropriation, for the purposes of the conservancy.

Vote: majority. Appropriation: no. Fiscal committee: yes.
State-mandated local program: no.

The people of the State of California do enact as follows:

- 1 SECTION 1. Division 23.4 (commencing with Section 33400)
- 2 is added to the Public Resources Code, to read:

1 DIVISION 23.4. INNER COAST RANGE CONSERVANCY

2

3 CHAPTER 1. GENERAL PROVISIONS AND DEFINITIONS

4

5 33400. This division shall be known, and may be cited, as the
6 Inner Coast Range Conservancy Act.

7 33401. The Legislature finds and declares all of the following:

8 (a) The Inner Coast Range Region is a globally significant area,
9 including world renowned geological, biological, and cultural
10 resources, a national monument, and many large, pristine areas
11 that are open for public use.

12 (b) The Inner Coast Range Region is an important part of the
13 state’s economy, providing substantial agricultural products,
14 timber, water, fishery and other biological resources, ranching,
15 tourism, and recreation.

16 (c) In cooperation with local governments, private businesses,
17 nonprofit organizations, and the public, an Inner Coast Range
18 Conservancy can help do all of the following:

19 (1) Provide increased opportunities for tourism and recreation.

20 (2) Protect, conserve, and restore the region’s physical, cultural,
21 archaeological, historical, and living resources.

22 (3) Aid in the preservation of working landscapes.

23 (4) Reduce the risk and severity of natural disturbances, such
24 as wildfires, and restore resiliency to natural landscapes.

25 (5) Protect and improve water supply and water and air quality,
26 and improve water use efficiency.

27 (6) Assist the regional economy through the operation of the
28 conservancy’s program.

29 (7) Identify the highest priority projects and initiatives for which
30 funding is needed.

31 (8) Undertake efforts to enhance public use and enjoyment of
32 lands owned by the public.

33 (9) Support efforts that advance, in a complementary manner,
34 environmental preservation and restoration as well as the economic
35 well-being of the region’s residents.

36 33402. For the purposes of this division, the following terms
37 have the following meanings:

38 (a) “Board” means the Governing Board of the Inner Coast
39 Range Conservancy.

40 (b) “Conservancy” means the Inner Coast Range Conservancy.

1 (c) “Fund” means the Inner Coast Range Conservancy Fund
2 created pursuant to Section 33475.

3 (d) “Local public agency” means a city, county, district, or joint
4 powers authority.

5 (e) “Nonprofit organization” means a private, nonprofit
6 organization that qualifies for exempt status under Section
7 501(c)(3) of Title 26 of the United States Code, and whose
8 charitable purposes are consistent with the purposes of the
9 conservancy.

10 (f) “Region” or “Inner Coast Range Region” means all or
11 portions of the area lying within the Counties of Colusa, Del Norte,
12 Glenn, Humboldt, Lake, Mendocino, Napa, Shasta, Siskiyou,
13 Solano, Tehama, Trinity, and Yolo, described as the area within
14 the following boundaries:

15 On the south by the southern boundary of the Putah Creek
16 watershed, including a portion of the Inner Coast Range in eastern
17 Napa County and northern Solano County north of Vacaville and
18 Fairfield; on the east by Interstates 505 and 5, northward, including
19 the eastern boundary of the Trinity River watershed, including the
20 western boundary of the Shasta River watershed to the Klamath
21 River, northward along Interstate 5 to the northern boundary of
22 the State of California; on the north by the northern border of the
23 State of California; and on the west by the eastern boundary of the
24 Napa River watershed, the eastern boundary of the Russian River
25 watershed, northward along the western boundary of the watershed
26 of the main stem of the Eel River to the southern Humboldt County
27 boundary, eastward to the western Trinity County boundary,
28 northward to the western boundary of the Trinity River watershed,
29 northward along the western boundary of the Trinity River
30 watershed to the confluence of the Trinity River and the Klamath
31 River, northward along the western boundary of the Klamath River
32 watershed to the northern boundary of the State of California.

33 (g) “Subregions” means the four subregions in which the Inner
34 Coast Range Region is located, described as follows:

35 (1) The east subregion, comprising the Counties of Colusa,
36 Glenn, and Tehama.

37 (2) The west subregion, comprising the Counties of Humboldt,
38 Mendocino, and Trinity.

39 (3) The south subregion, comprising the Counties of Lake, Napa,
40 Solano, and Yolo.

1 (4) The north subregion, comprising the Counties of Del Norte,
 2 Shasta, and Siskiyou.
 3 (h) "Tribal organization" means an Indian tribe, band, nation,
 4 or other organized group or community, or a tribal agency
 5 authorized by a tribe, which is recognized as eligible for special
 6 programs and services provided by the United States to Indians
 7 because of their status as Indians and is identified on pages 52829
 8 to 52835, inclusive, of Number 250 of Volume 53 (December 29,
 9 1988) of the Federal Register, as that list may be updated or
 10 amended from time to time.

11
 12 CHAPTER 2. INNER COAST RANGE CONSERVANCY
 13

14 33420. There is in the Natural Resources Agency the Inner
 15 Coast Range Conservancy, which is created as a state agency to
 16 do all of the following, working in collaboration and cooperation
 17 with local governments and interested parties:

- 18 (a) Provide increased opportunities for tourism and recreation.
- 19 (b) Protect, conserve, and restore the region's physical, cultural,
 20 archaeological, historical, and living resources.
- 21 (c) Aid in the preservation of working landscapes.
- 22 (d) Reduce the risk and severity of natural disturbances, such
 23 as wildfires, and restore resiliency to natural landscapes.
- 24 (e) Protect and improve water supply and water and air quality
 25 and improve water use efficiency.
- 26 (f) Assist the regional economy through the operation of the
 27 conservancy's program.
- 28 (g) Identify the highest priority projects and initiatives for which
 29 funding is needed.
- 30 (h) Undertake efforts to enhance public use and enjoyment of
 31 lands owned by the public.
- 32 (i) Support efforts that advance, in a complementary manner,
 33 environmental preservation and restoration as well as the economic
 34 well-being of the region's residents.

35 33421. (a) The board shall consist of 11 voting members and
 36 two nonvoting liaison advisers, appointed or designated as follows:

- 37 (1) The 11 voting members of the board shall consist of all of
 38 the following:
- 39 (A) The Secretary of the Natural Resources Agency, or his or
 40 her designee.

1 (B) The Director of Finance, or his or her designee.

2 (C) Three public members appointed by the Governor, who are
3 not elected officials, to represent statewide interests.

4 (D) One public member appointed by the Speaker of the
5 Assembly, who is not an elected official, to represent statewide
6 interests.

7 (E) One public member appointed by the Senate Committee on
8 Rules, who is not an elected official, to represent statewide
9 interests.

10 (F) One member for each of the four subregions who shall be
11 a member of the board of supervisors of a county located within
12 that subregion, and whose supervisorial district shall be at least
13 partially contained within the Inner Coast Range Region. Each
14 member shall be selected by the counties within that subregion,
15 according to the following procedure:

16 (i) Each county board of supervisors within a subregion shall
17 select a member of that board to determine, with the selected
18 members of the other counties in the subregion, which member of
19 a board of supervisors within the subregion shall be appointed as
20 a member of the conservancy board. An alternate may be
21 appointed. The appointed member and any alternate shall have at
22 least part of his or her supervisorial district within the subregion.

23 (ii) The initial appointment of a member for each subregion
24 shall be made no later than 60 days after the effective date of this
25 division. A subsequent appointment to a regular term on the board
26 shall be made before the date specified in Section 33422 for the
27 commencement of that term. A vacancy occurring before the end
28 of a term shall be filled for the remainder of the term within 60
29 days of the vacancy.

30 (iii) If the boards of supervisors within a subregion do not
31 appoint a member to the board within the timeframe specified in
32 clause (ii), the Governor shall appoint one of the supervisors
33 selected pursuant to clause (i) to serve as the board member for
34 the subregion.

35 (2) The two nonvoting liaison advisers who serve in an advisory,
36 nonvoting capacity shall consist of all of the following:

37 (A) One representative of the United States Forest Service,
38 designated by the United States Secretary of Agriculture.

1 (B) One representative of the United States Bureau of Land
2 Management, designated by the United States Secretary of the
3 Interior.

4 (b) Appointing powers shall seek to include individuals from a
5 breadth of backgrounds.

6 33422. Members and alternates, if any, shall serve terms as
7 follows:

8 (a) The members appointed pursuant to subparagraphs (C) to
9 (E), inclusive, of paragraph (1) of subdivision (a) of Section 33421
10 shall serve at the pleasure of the appointing power.

11 (b) The members and alternates, if any, appointed under
12 subparagraph (F) of paragraph (1) of subdivision (a) of Section
13 33421 shall serve, as follows:

14 (1) Members and alternates for the west subregion and the north
15 subregion shall have terms beginning on January 1 in an
16 odd-numbered year and ending on December 31 of the following
17 even-numbered year. All terms shall be for two years.

18 (2) Members and alternates for the east subregion and the south
19 subregion shall have terms beginning on January 1 in an
20 even-numbered year and ending on December 31 in the following
21 odd-numbered year. Members and alternates for these regions who
22 are appointed to the board at its initiation shall serve a one-year
23 term. Subsequent terms shall be for two years.

24 (c) No member of the board, whose appointment to the board
25 was contingent upon meeting a condition of eligibility under this
26 division, shall serve beyond the time when the member ceases to
27 meet that condition.

28 33423. (a) The voting members appointed or designated under
29 paragraph (1) of subdivision (a) of Section 33421 who are not state
30 employees shall be compensated for attending meetings of the
31 conservancy at the rate of one hundred dollars (\$100) per scheduled
32 meeting day.

33 (b) All members of the board shall be reimbursed for their actual
34 and necessary expenses, including travel expenses, incurred in
35 attending meetings of the conservancy and carrying out the duties
36 of the office.

37 33424. Annually, the voting members of the board shall elect
38 from among the voting members a chairperson and
39 vice-chairperson, and other officers as necessary. If the office of
40 the chairperson or vice-chairperson becomes vacant, a new

1 chairperson or vice-chairperson shall be elected by the voting
2 members of the board to serve for the remainder of the term.

3 33425. (a) Six of the voting members shall constitute a quorum
4 for the transaction of the business of the conservancy. The board
5 shall not transact the business of the conservancy if a quorum is
6 not present at the time a vote is taken. A decision of the board
7 requires an affirmative vote of six of the voting members, and the
8 vote is binding with respect to all matters acted on by the
9 conservancy.

10 (b) The board shall adopt rules, regulations, and procedures for
11 the conduct of business by the conservancy.

12 (c) The voting members of the board appointed or designated
13 pursuant to paragraph (1) of subdivision (a) of Section 33421 and
14 the nonvoting advisers selected pursuant to paragraph (2) of
15 subdivision (a) of Section 33421, shall have the right to attend all
16 meetings of the board, including closed sessions.

17 33426. The board may establish advisory boards or committees,
18 hold community meetings, and engage in public outreach using
19 advanced forms of technology in order to facilitate the
20 decisionmaking process. Members of advisory boards or
21 committees may be reimbursed for the actual and necessary
22 expenses, including travel expenses, that they incur in attending
23 regular meetings of the advisory board or committee of which they
24 are a member.

25 33427. The board shall establish and maintain a headquarters
26 office within the region. The conservancy may rent or own real
27 and personal property and equipment pursuant to applicable statutes
28 and regulations.

29 33428. The board shall determine the qualifications of, and
30 shall appoint, an executive officer of the conservancy, who shall
31 be exempt from civil service. The board shall employ other staff
32 as necessary to execute the powers and functions provided for
33 under this division.

34 33429. The board may enter into contracts with private entities
35 and public agencies to procure consulting and other services
36 necessary to achieve the purposes of this division.

37 33430. The conservancy's expenses for support and
38 administration may be paid from the conservancy's operating
39 budget and any other funding sources available to the conservancy.

1 33431. The board shall conduct business in accordance with
2 the requirements of the Bagley-Keene Open Meeting Act (Article
3 9 (commencing with Section 11120) of Chapter 1 of Part 1 of
4 Division 3 of Title 2 of the Government Code).

5 33432. The board shall hold its regular meetings within, or
6 near, the region.

7 33433. The board shall post agendas for each board meeting
8 on the Internet.

9

10 CHAPTER 3. JURISDICTION AND COOPERATION

11

12 33440. The conservancy’s jurisdiction is limited to the Inner
13 Coast Range Region.

14 33441. The conservancy shall carry out projects and activities
15 to further the purposes of this division throughout the region. The
16 board shall make every effort to ensure that, over time, conservancy
17 funding and other efforts are spread equitably across each of the
18 various subregions and among the stated goal areas, with adequate
19 allowance for the variability of costs associated with individual
20 regions and types of projects.

21 33442. In carrying out this division, the conservancy shall
22 cooperate with and consult with the city or county where a grant
23 is proposed to be expended or an interest in real property is
24 proposed to be acquired; and shall, as necessary or appropriate,
25 coordinate its efforts with other state agencies, in cooperation with
26 the Secretary of the Natural Resources Agency. The conservancy
27 shall, as necessary and appropriate, cooperate and consult with a
28 public water system that owns or operates facilities, including
29 lands appurtenant thereto, where a grant is proposed to be expended
30 or an interest in land is proposed to be acquired.

31 33443. The conservancy shall adopt guidelines setting priorities
32 and criteria for projects and programs, based upon its assessment
33 of program requirements, institutional capabilities, and funding
34 needs throughout the region, and federal, state, and local plans,
35 including land and resource management plans, general plans,
36 recreation plans, urban water management plans, groundwater
37 management plans, and groundwater sustainability plans. As part
38 of the process of developing guidelines for projects and programs,
39 the conservancy shall undertake and facilitate a strategic program
40 planning process involving meetings and workshops within each

1 of the subregions, with the purpose of formulating strategic
2 program objectives and priorities within that subregion. The
3 strategic program shall be updated regularly, at least once every
4 five years.

5 33444. Nothing in this division grants to the conservancy:

- 6 (a) Any of the powers of a city or county to regulate land use.
- 7 (b) Any powers to regulate any activities on land, except as the
8 owner of an interest in the land, or pursuant to an agreement with,
9 or a license or grant of management authority from, the owner of
10 an interest in the land.
- 11 (c) Any powers over water rights held by others.

12
13 CHAPTER 4. GRANTS AND LOANS
14

15 33450. (a) The conservancy may make grants or loans to public
16 agencies, nonprofit organizations, and tribal organizations in order
17 to carry out the purposes of this division, including grants or loans
18 provided to acquire an interest in real property, including a fee
19 interest in that property. Grant or loan funds shall be disbursed to
20 a recipient entity only after the entity has entered into an agreement
21 with the conservancy, on the terms and conditions specified by
22 the conservancy. After approving a grant, the conservancy may
23 assist the grantee in carrying out the purposes of the grant.

24 (b) When awarding grants or making loans pursuant to this
25 division, the conservancy may require repayment of those funds
26 on the terms and conditions it deems appropriate. Proceeds from
27 the repayment or reimbursement of amounts granted or loaned by
28 the conservancy shall be deposited in the fund.

29 (c) An entity applying for a grant from the conservancy to
30 acquire an interest in real property shall specify all of the following
31 in the grant application:

- 32 (1) The intended use of the property.
- 33 (2) The manner in which the land will be managed.
- 34 (3) How the cost of ongoing management will be funded.

35 33451. In the case of a grant of funds to a nonprofit
36 organization or tribal organization to acquire an interest in real
37 property, including, but not limited to, a fee interest, the agreement
38 between the conservancy and the recipient organization shall
39 require all of the following:

1 (a) The purchase price of an interest in real property acquired
2 by the organization shall not exceed fair market value as established
3 by an appraisal approved by the conservancy.

4 (b) The terms under which the interest in real property is
5 acquired shall be subject to the conservancy's approval.

6 (c) An interest in real property to be acquired under the grant
7 shall not be used as security for a debt unless the conservancy
8 approves the transaction.

9 (d) The transfer of an interest in the real property shall be subject
10 to approval of the conservancy, and a new agreement sufficient to
11 protect the public interest shall be entered into between the
12 conservancy and the transferee.

13 (e) A deed or instrument by which the organization acquires an
14 interest in real property under the grant shall include a power of
15 termination on the part of the state, subject to the requirements of
16 Chapter 5 (commencing with Section 885.010) of Title 5 of Part
17 2 of Division 2 of the Civil Code. The deed or instrument shall
18 provide that the state may exercise the power of termination by
19 notice in the event of the organization's violation of the purpose
20 of the grant through breach of a material term or condition thereof,
21 and that, upon recordation of the notice, full title to the interest in
22 real property identified in the notice shall immediately vest in the
23 state, or in another public agency or a nonprofit organization
24 designated by the conservancy to which the state conveys or has
25 conveyed its interest.

26 (f) A deed or instrument by which the organization acquires an
27 interest in real property under the grant shall provide that the
28 conveyance is subject to a remainder interest vested in the state.
29 If the existence of the organization is terminated for any reason,
30 the conservancy may require that the remainder shall become a
31 present interest and that full title to the real property shall vest in
32 the state, or in another public agency or a nonprofit organization
33 designated by the conservancy to which the state conveys or has
34 conveyed its interest.

35 33452. (a) The conservancy may expend funds and award
36 grants and loans to facilitate collaborative planning efforts and to
37 develop projects and programs that are designed to further the
38 purposes of this division.

39 (b) The conservancy may provide and make available technical
40 information, expertise, and other nonfinancial assistance to public

1 agencies, nonprofit organizations, and tribal organizations, to
2 support program and project development and implementation.

3 (c) The recipient of a grant or loan provided by the conservancy
4 pursuant to this division for the acquisition of real property shall
5 provide for the management of the real property to be acquired as
6 specified in the grant agreement.

7 33453. The conservancy may apply for and receive grants to
8 carry out the purposes of this division.

9

10 CHAPTER 5. INTERESTS IN REAL PROPERTY

11

12 33460. (a) The conservancy may acquire from willing sellers
13 or transferors, an interest in any real property, in order to carry out
14 the purposes of this division. However, the conservancy shall not
15 acquire a fee interest in real property by purchase.

16 (b) The acquisition of an interest in real property under this
17 section is not subject to the Property Acquisition Law (Part 11
18 (commencing with Section 15850) of Division 3 of Title 2 of the
19 Government Code), unless the value of the interest exceeds two
20 hundred fifty thousand dollars (\$250,000) per lot or parcel, as
21 adjusted for annual changes to the Consumer Price Index for the
22 State of California, as calculated by the Department of Finance.
23 However, the conservancy may request the State Public Works
24 Board to review and approve specific acquisitions.

25 (c) The conservancy shall not exercise the power of eminent
26 domain.

27 33461. Notwithstanding Section 11005.2 of the Government
28 Code or any other law, the conservancy may lease, rent, sell,
29 exchange, or otherwise transfer an interest, option, or contractual
30 right in real property, as well as a vested right severable therefrom,
31 that has been acquired under this division, to a person or entity,
32 subject to terms and conditions in furtherance of the conservancy's
33 purposes.

34 33462. (a) The conservancy shall take whatever actions are
35 reasonably necessary and incidental to the management of lands
36 or interests in lands under its ownership or control and may initiate,
37 negotiate, and participate in agreements for the management of
38 those lands or interests with public agencies or private individuals
39 or entities.

1 (b) The conservancy may improve, restore, or enhance lands
 2 for the purpose of protecting the natural environment, improving
 3 public enjoyment of or public access to public lands, or to
 4 otherwise meet the objectives of this division and may carry out
 5 the planning and design of those improvements or other measures.

6 (c) The conservancy may enter into an agreement with a public
 7 agency, nonprofit organization, or private entity for the
 8 construction, management, or maintenance of facilities authorized
 9 by the conservancy.

10

11 CHAPTER 6. FUNDING AND EXPENDITURES

12

13 33470. The conservancy shall make an annual report to the
 14 Legislature and to the Secretary of the Natural Resources Agency
 15 regarding expenditures, land management costs, and administrative
 16 costs.

17 33471. The conservancy may expend funds under this division
 18 to conduct research and monitoring in connection with the
 19 development and implementation of the program administered
 20 under this division.

21 33472. (a) The conservancy may receive gifts, donations,
 22 bequests, devises, subventions, grants, rents, royalties, and other
 23 assistance and funds from public and private sources.

24 (b) Except as provided in Section 33460, the conservancy may
 25 receive an interest in real or personal property through transfer,
 26 succession, or other mode of acquisition generally recognized by
 27 law.

28 (c) All moneys or income received by the conservancy shall be
 29 deposited in the fund for expenditure for the purposes of this
 30 division.

31 33473. The conservancy may fix and collect a fee for a direct
 32 service it renders, provided the service is rendered at the request
 33 of the individual or entity receiving the service. The amount of a
 34 fee shall not exceed the conservancy's reasonable costs and
 35 expenses of providing the service rendered. All fees received by
 36 the conservancy shall be deposited in the fund for expenditure for
 37 the purposes of this division.

38 33474. Proceeds from a lease, rental, sale, exchange, or transfer
 39 of an interest or option in real property, and all other income of

1 the conservancy, shall be deposited in the fund for expenditure for
2 the purposes of this division.
3 33475. The Inner Coast Range Conservancy Fund is hereby
4 created in the State Treasury. Moneys in the fund shall be available,
5 upon appropriation by the Legislature, only for the purposes of
6 this division.

O



Questions and Answers
Northern Inner Coast Range State Conservancy
November 16, 2015

The Northern Inner Coast Range

The Northern Inner Coast Range is a globally significant region, including world renowned geological, biological, and cultural resources, a national monument, many large public land areas that are open for public use, resourceful people, and resilient rural communities. The region is an important part of the State's economy, providing substantial agricultural products, timber, water, fishery, and other biological resources, ranching, tourism, and recreation.

Q. What is a State Conservancy?

A. California has ten conservancies established by legislation to supplement its traditional state natural resource and public recreation agencies and help to protect regional resources of statewide significance. California conservancies are intended to act as creative problem-solving, cross-agency, collaborative, and environmentally integrative agencies to both facilitate the implementation of and increase the extent of natural resource protection, restoration, or enhancement programs in the conservancy region. The conservancies balance and integrate the often-conflicting goals of resource protection and public use. All are independent agencies within the California Natural Resources Agency, and are governed separately by independent bodies. Conservancies may work with local governments, nonprofit organizations, private businesses, academic institutions, and other organizations to carry out the conservancies' identified missions. All of the conservancies are non-regulatory, collaborative, state-local partnerships. (See Fact Sheet for more information on State Conservancies.)

Q. What will a Northern Inner Coast Range Conservancy do?

A. In cooperation with local governments, private businesses, nonprofit organizations, and the public, a Northern Inner Coast Range Conservancy can help do all of the following:

1. Provide increased opportunities for tourism and recreation.
2. Protect, conserve, and restore the region's physical, cultural, archeological, historical, and living resources.
3. Aid in the preservation of working landscapes.

4. Reduce the risk and severity of natural disturbances, such as wildfires, and restore resiliency to natural landscapes.
5. Protect and improve water supply and water and air quality, and improve water use efficiency.
6. Assist the regional economy through the operation of the conservancy's program.
7. Identify the highest priority projects and initiatives for which funding is needed.
8. Undertake efforts to enhance public use and enjoyment of lands owned by the public.
9. Support efforts that advance, in a complementary manner, environmental preservation and restoration as well as the economic well-being of the region's residents.

Q. Why do we need a Conservancy?

A. Conservancies (such as the Sierra Nevada Conservancy or the State Coastal Conservancy) are known to get critical, important, and effective projects "On-the-Ground". Conservancies can receive State allocations, bond funds, and grants for on-the-ground projects. Conservancies provide funding through contracts with and grants to local entities to carry out conservancy goals. They provide a coordinated, collaborative, regional approach to address issues such as forest resiliency and fuel reduction, water quality and aquatic habitat improvement, and abandoned mine cleanup. Much of the Northern Inner Coast Range region is underrepresented in regional stewardship programs such as the California Headwaters Partnership although the FireScape Mendocino collaborative stakeholder group is a step in the right direction. The Northern Inner Coast Range region is largely underserved and merits a Conservancy as a matter of fairness and equity.

Q. What issues might be addressed?

A. The Northern Inner Coast Range shares many issues with lands in the Sierra Nevada, including forest resilience and fuels management; water quality and water supply protection and enhancement; recreation; abandoned mine remediation; unregulated marijuana cultivation that is destructive to the environment; and climate change impacts to the landscape. In addition the Northern Inner Coast Range has enhanced regional concerns for aquatic habitat and salmonid population sustenance, and a substantial presence of Native American communities which depend on continued ties to the land.

Q. How are the boundaries determined?

A. The boundaries will be determined by local counties choosing whether to participate or not. The Northern Inner Coast Range Conservancy can include all or parts of Solano, Yolo, Napa, Lake, Trinity, Colusa, Glenn, Tehama, Shasta, Siskiyou, Mendocino, Humboldt, and Del Norte counties.

Q. What is the governance structure?

A. Conservancies have local and regional participation in their governance structure to promote and ensure a local voice on project development, selection, and implementation. The Board might consist of 11 members as follows: Secretary of Resources (or designee); Director of

Finance (or designee); three public members appointed by the Governor who are not elected officials; a public member appointed by the Speaker of Assembly who is not an elected official; a public member appointed by the Senate Committee on Rules who is not an elected official; and one member from each of the four subregions, each a member of a board of supervisors for a county in the subregion.

Q. Isn't this just another level of regulation?

A. No, a Conservancy is not a regulatory agency. Local cities, counties, and other agencies retain all of their decision-making and regulatory authority. The conservancy shall not exercise the power of eminent domain. The conservancy has no regulatory power over water rights held by others.

Q. Isn't this just another way for the government to acquire private land?

A. Conservancies may own land when necessary to carry out projects. Normally title to land or an easement will be purchased or received by a local entity pursuant to a conservancy contract or grant, and will remain with the local entity rather than the conservancy. Acquisitions may only be obtained by mutual agreement of parties; conservancies may not obtain title through condemnation.



Fact Sheet: California State Public Conservancies

December 19, 2015

California has ten conservancies established by legislation to supplement its traditional state natural resource and public recreation agencies and help to protect regional resources of statewide significance. California conservancies are intended to act as creative problem-solving, cross-agency, collaborative, and environmentally integrative agencies to both facilitate the implementation and increase the extent of natural resource protection. The conservancies balance and integrate the often-conflicting goals of resource protection and public use. All are independent agencies within the California Natural Resources Agency, and are governed separately by independent bodies. All of the conservancies are non-regulatory, collaborative, state-local partnerships.

Each conservancy is charged with acquiring, restoring and protecting natural resource land in specified geographical regions of the state in order to advance certain statewide resource and conservation goals. Importantly, each conservancy emphasizes efforts to protect a particular “place,” such as the California Coast, the Sierra Nevada Mountains, Lake Tahoe, the San Joaquin River and Delta, the Coachella Mountains, the Santa Monica Mountains, the Baldwin Hills, the San Gabriel/Los Angeles River, and the San Diego River.

Each conservancy is authorized to work with cooperating local and regional agencies, as well as other state agencies, to complete overall conservation and public access plans and help coordinate implementation for the jurisdictional areas the conservancy covers, including urban river conservation, enhancement, and restoration. Each conservancy has specific statutory powers and responsibilities, and all the conservancies are authorized to acquire and manage lands and to make grants to other agencies or nonprofit organizations. Most of the conservancies have goals that include public access and recreation.

While there is a state conservancy model in California, there is not simply one type of state conservancy. The structure of governance, each conservancy’s statutory authorities, and sources of financial and funding support are specific to each conservancy. Within the concept and model of the state conservancy in California, each is individual and particular, if not unique.

The conservancies do not have land use authority and cannot supersede any local jurisdictional authority. The conservancies share many common goals, objectives, and practices and several of the conservancies cooperate and coordinate in cross-jurisdictional projects. The important common features include the following:

1. Shared and transparent governance;
2. Multiple objectives;
3. Common collaborative practices;
4. Shared common characteristics; and
5. Integrated resource and ecosystem-based management (EMB) planning.

Adapted from: Marc Beyeler and Elena Eger. URBAN COAST 4 | 1 December 2013



**CITY COUNCIL
STAFF REPORT**

DATE: March 15, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Street Naming

RECOMMENDATION:

That the City Council select up to two City Council members to work with the local historical committee to review street names and select the next prioritization of names for new streets.

BACKGROUND:

In 2005, the City established a street naming committee to establish a list of Winters family names for designation for streets within the City. The list is attached.

In 2012, the need for the re-naming of Road 90 came about without a prioritization and the selection was made by a random drawing from a hat of the street name. Generally, the satisfaction of this system was low.

DISCUSSION:

With the advancement of the Winters Highlands Subdivision, there is a need for the naming of additional streets. Staff is recommending that a combination of City Council and the Winters Historical Committee meet to review the Historic Names list and:

- Develop a prioritization of names.
- Review the list for additions.

FISCAL IMPACT: None by this action.



MEMORANDUM
December 6, 2005

TO: Street Naming Committee Members
FROM: Dan Sokolow – Community Development Director
SUBJECT: Potential Street Names

HISTORIC NAMES

Chapman
Ritchie
Humphrey
Morris
Martin
Ely
Briggs
Ireland
Wyatt
Young
Vasey
Hamakawa
Rubio
Rojo
Carbajal
Matsumoto
Dote
Miyamoto
Ramos
Bruhn
Tufts
Button

WINTERS RESIDENTS KILLED DURING FOREIGN WARS

World War II

Frederick C. Barker, Jr.
James D. Barnes
Billie Bishop
Kenneth L. Coleman
Ralph O. Emerton

H.S. Graber
Charles E. Hart
Huber Holland
Sherman Herold, Jr.
Laverne Leggett
Caleb G. Lewis
Manuel L. Martin
Keith Revelle
Senif C. Sheard
Albert Siranian
John T. Taylor
Weldon White

Korea

Gilbert Delgado
Thomas Potter

Vietnam (not declared)

Peter R. Carroll
John B. Causey
Roger D. Curtis
~~James D. Ozburn~~
Tierry Maxim
Kenneth D. Middleton
Ralph G. Williams

Street Names Committee/Potential Street Names 6Dec05



MEMORANDUM
December 6, 2005

TO: Street Naming Committee Members *DS*

FROM: Dan Sokolow – Community Development Director
795-4910, ext. 114 and Email dan.sokolow@cityofwinters.org

SUBJECT: Draft List of Street Names

Committee members today established the following list of street names in order of priority for new streets in Winters.

1. Chapman ✓
2. Young ✓
3. Vasey ✓
4. Graf ✓
5. Barker ✓
6. Culton ✓
7. Ireland ✓
8. Potter ✓
9. Overhouse
10. Degener ✓

I have emailed the Fire Chief, Police Chief, and Postmaster and asked whether there are any concerns with the proposed street names. **I would like to meet again on Tuesday, December 13 at 10:30 a.m.** To review the draft list, finalize the list, and allocate the selected names to the Callahan Estates, Hudson-Ogando, and Creekside Estates subdivisions. Committee members do of course have the option of making changes to the list. Please let me know if you are available for next Tuesday's meeting.

Street Names Committee/Potential Street Names 6Dec05



**CITY COUNCIL
STAFF REPORT**

DATE: March 15, 2016
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager *JWD*
SUBJECT: Parking Committee Request for Proposal- Parking Consultant Services

RECOMMENDATION:

That the City Council authorize the advertisement of a Request for Proposals for Parking Consultant Services.

BACKGROUND:

In December, 2015, the Winters Parking Committee made a series of short and longer term recommendations to the City Council regarding ideas for addressing parking. One of the key elements of the recommendations was the hire of a parking consultant to continue the evaluation of parking needs for the Downtown.

DISCUSSION:

Attached for the consideration of the City Council is a Request for Proposals for Parking Consultant Services. The draft was put together through the facilitation and development of Peter Hunter and participation by other members of the Parking Committee.

Key aspects include:

- Policy recommendations
- Analysis of current and future parking demands.
- Financing Options for parking facilities
- Public participation, including a community workshop
- Preparation of a final report which can serve as a basis for a overall Parking Master Plan.

The RFP includes a timeline for the receipt of proposals with City Staff coordinating the process.

FISCAL IMPACT:

Staff estimates that the cost for the services will be somewhere between \$25,000 and \$40,000. In the current City Budget, the City can contribute \$2,000 and commitments from the Downtown Hotel and Urban Community Partners is \$4,000 total for a current budget of \$6,000. The Parking Committee will be requesting contributions of Business Improvement District funds and Staff will be setting a meeting with property owners requesting contributions toward the project.

I. Introduction

The City of Winters (City) is seeking proposals from qualified firms/individuals (Consultant) to conduct a parking analysis focused on the downtown area of Winters. The primary objectives of the analysis include

- Assessing the need for additional public parking, based on current and future development
- Identifying sites (both public and private) that would be well suited to shared use on a daily basis as well as overflow sites for event parking.
- Designing a distinctive and clear signage model to direct motorists towards parking options.
- Analyzing a variety of funding strategies to support parking infrastructure in Winters, including, but not limited to special downtown parking business improvement district (PBID), downtown business assessment district, metered parking, enforcement, in lieu fees for new development as well as re-purposing existing downtown buildings.

This study and its recommendations will help inform the future development of a parking master plan for the downtown area.

II. Background

Winters is a city in rural Yolo County, California, located along Interstate 505 and Putah Creek. The population was 6,624 as of the 2010 census. It is part of the Sacramento–Arden-Arcade–Yuba City, CA-NV Combined Statistical Area.

In recent years the Winters downtown area has matured. The downtown now supports a variety of tourist-oriented businesses including restaurants, craft stores, wine, cheese and olive oil tasting establishments, a renowned playhouse in addition to business catering to local residents including a bank, drug store, hardware store, accountants, auto parts store and auto repair facilities.

Existing businesses and buildings have experienced a renaissance. New businesses have opened, operating days and hours have expanded, new visitors are attracted to Winters unlike before and the Chamber of Commerce, merchant groups and the business community now sponsor many events and programs not previously offered.

New economic development is on the near horizon. A 72 room hotel will open in Summer 2017. In addition to rooms, the hotel will provide additional retail and restaurant space, adding a positive downtown draw. A major training facility for Pacific Gas and Electric will be opening in the same timeframe. While this facility is located outside the downtown area next to I-505, we expect some, if not all, of the anticipated 300 trainees and staff to frequent downtown businesses, especially during evening (peak parking demand) hours.

Over the past few years, downtown merchants began to notice significant parking impacts in the downtown area during peak periods. The concern of these merchants is that while economic vitality is a positive, a lack of adequate parking will detract from a

**Winters Parking Committee
Request for Proposals- Parking Consultant Services 2016**

positive “Winters experience”. Historically, the City has anticipated economic growth. 10 years ago, the City looked ahead and built the Rotary Parking Lot to accommodate growth in parking demand, a thoughtful and good decision. Today, we are looking at the next 10 years and seeing a need for similar proactive planning.

In July of 2015 the City formed a Winters Parking Committee (the Committee). The Committee has been meeting bi-weekly since its inception. The purpose of the Committee was to identify the scope of the parking problem, inventory downtown parking, collect data on parking space utilization, survey business owners on employee use of on-street parking and begin formulating a plan for the future.

The Committee presented a series of short term recommendations to the City Council in December, 2015 and asked the City Council to fund a consultant to work with the Committee and City staff to evaluate parking alternatives and strategies. The outcome of this process would support the subsequent development of a Downtown Parking Master Plan. The Committee has done significant groundwork. However, at this time the Committee feels it has carried the project as far as possible without professional help. A summary of the Committee findings is outlined in Attachment 1.

III. Scope of Work

First and foremost, the Consultant is expected to work closely with the Committee and City staff to develop a framework for a Master Downtown Parking Plan. The framework will include both options and alternatives to mitigate anticipated growth in parking demand in the downtown area. Each option/alternative must be consistent with the rural and historic character of Winters.

Following is a list of potential options and alternatives, but it is not to be considered exhaustive. That in fact, is one of the motivations for hiring a Consultant: to suggest solutions that have thus far evaded the Committee and City.

A. Assessment of Current Conditions and Existing Parking Demand

The Committee believes that much of the groundwork for this item has been completed by either the Committee or the City. The Consultant will review that material and provide structured answers to the following items:

- Review existing data collected by both the Committee and City for adequacy.
- Where existing information is inadequate, suggest further data collection to be done by the Committee.
- Evaluate pedestrian traffic patterns and walking distances with respect to outlying parking facilities. Work with the Committee on establishing acceptability benchmarks and criteria for acceptable parking and pedestrian travel/parking zones and allowances to serve as triggers for future improvements.
- Evaluate potential parking demand for currently empty and under-utilized buildings and properties in the Downtown
- Review existing way finding signage and street lighting.
- Evaluate adequacy of existing special use parking including handicapped and commercial deliveries
- Identify periods of peak parking demands.

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- Determine practical capacity of existing parking facilities.

B. Analysis of Current Parking Inventory and Utilization

The Committee surveyed businesses in the downtown area and found that much of the parking inventory is being utilized by employees, managers and owners. In addition, there is significant parking inventory in the service alleys behind businesses, however this inventory is under-utilized. The Consultant shall:

- Provide models that encourage employees/managers/owners to park in non-public spaces.
- Evaluate alley parking and propose solutions that would increase the inventory and utilization of this resource.

Significant overflow parking is potentially available from large ag businesses during the evening hours. The Consultant shall evaluate overflow parking and suggest strategies for private/public partnerships to utilize this space. These strategies may include, but not be limited to:

- Public lighting of private lots
- Fencing or other containment strategies to delineate and control access to shared lots.
- Parking fee models such that private landowners are compensated for the use of their land as well as the parking operation having net-zero financial impact.

C. Analysis of Future Parking Demand, Alternative Parking Locations and Restrictions

Economic growth has a rosy future in Winters. Upcoming projects include the Downtown Hotel, PG&E training facility, Winters Ranch, new freeway development (possible 2nd hotel, coffee chain), a planned senior center and apartments, upgraded bridge over Putah Creek and an increasing number of special events happening in the downtown.

While all these projects (with the exception of the Downtown Hotel) are outside the downtown area, they are expected to bring more activity to the actual downtown and therefore increased parking demand. Like the construction of the Rotary Park lot in anticipation of future demand, we need to quantify anticipated future demand from the present, and plan accordingly.

The Consultant shall :

- Provide planning estimates of parking demand in the downtown based anticipated economic growth in Winters. These estimates may be drawn from the City's cumulative circulation plan of proposed projects, as well as the Consultant's experience with similar communities experiencing economic growth. Note that this RFP is **not** calling for a quantitative parking impact study, only estimates based on existing information and experience.
- Analyze the location and impact of valet parking on downtown parking inventory.

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- Analyze the location of non-downtown parking facilities and role of shuttles from these sites to the downtown.
- Recommended policies in regards to current businesses, employers and employees.
- Analysis of policies that could facilitate downtown parking, included but not limited to:
 - Parking Regulations (Timed zones, permits, etc.)
 - Enforcement (public and/or private)
 - Automated metering

D. Analysis of Financing Options to Support Downtown Parking Infrastructure

The Consultant will evaluate a variety of financial pathways, including, but not limited to:

- In-lieu fees for new construction as well as major renovations to existing downtown buildings.
- Establishment of a Parking Business Improvement District (PBID). Note that a PBID is separate and distinct from the existing BID.
- Metered/paid parking.
- Recommendations on a financing structure and alternatives for the funding of future parking facilities and improvements within the Downtown core including fees, assessments, utilization of TOT collections towards parking, etc.
- Recommendations for property and business based allocations and assessments for future improvements and assessments.

E. Preparation and Presentation of Final Report

The Consultant shall compile all data, analysis and recommendations into a final parking analysis report to be presented to the Committee, City staff and the City Council. The Consultant is expected to attend at least one City Council meeting to present the final report.

F. Communication

Historically, there have been no restrictions on parking in Winters, and all parking has been without direct cost to current businesses or property owners. This environment may change as parking pressures in the downtown area increase and a long term parking plan evolves.

The City and the Committee feel it is imperative that the community in general and the business owners and property owners in the downtown area, be involved in the development of the parking plan, making their expectations and concerns known. No parking solution will succeed unless there is buy-in from the stakeholders.

For this reason, the City and the Committee expect the Consultant to conduct:

- *At least* one public workshop to vet alternatives and strategies under consideration.

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Request for Proposals- Parking Consultant Services 2016**

- *At least* one property/business owner workshop exploring the potential economic impacts, both positive (potential for increased customer traffic) and negative (fee assessments) of any proposed plan.

Additional workshops may be requested by either the City or the Committee based on the outcomes, stakeholder participation and unanswered questions after the initial workshops.

IV. Statement of Qualifications and Proposal

The combined Statement of Qualifications and Proposal shall be limited to six (6) one-sided pages exclusive of resumes, shall be organized in the following format and shall include the information in the below outline:

A. Cover Letter

The cover letter is to be signed by an officer of the firm authorized to execute a contract with the City.

B. General Qualifications

Provide a summary of the Consultant's qualifications, general information about the firm, location of office(s), years in business and areas of expertise. Provide a brief description of projects which involved a similar scope of services as well as projects/clients where Consultant had performed as an extension of staff.

C. Key Staff

Identify key staff and include a description of their abilities, qualifications and experience. Attach resumes of key staff to be assigned to this project. Include a proposed project management structure and organizational chart. A meeting facilitator shall be included as part of the project team. Identify any portion of the scope of work that will be subcontracted. Include firm qualifications (brief) and key personnel, telephone number and contact person for all subcontractors. The City reserves the right to approve or reject all consultants or internal staff performing consulting services, proposed by the Consultant during or after the consultant review and selection process. There can be no change of key personnel once the proposal is submitted without the prior approval of the City

D. Project Approach and Methodology

Consultant shall describe its understanding of the project and the proposed technical and management approach. Consultant shall also describe the methodology and approach to complete each of the items and identified deliverables. Expand on the scope of work where appropriate to accomplish the overall objective of the project, and provide suggestions which might enhance the results or usefulness of the study. Include assumptions about the number of meetings needed with City staff to complete the Scope of Work

E. References

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Consultant shall provide a list of references for the firm and any sub-consultants, including the names, addresses and telephone numbers of recent clients, preferably other public agencies for which Consultant has done similar work. Include a list of specific projects associated with each reference, date work was performed, cost and key personnel involved.

F. Schedule

Propose a timeline for completion of the Scope of Work including start date, milestones and target completion date. Any assumptions regarding turnaround time for City staff or City Council should be clearly noted.

G. Rates

Provide the billing rates or range for each classification of proposed staff members, including sub-consultants. Provide proposed overhead percentages.

V. Consultant Selection Process

The basic elements of the Consultant selection process are as follows:

A. Evaluation of Submittals

The purpose of this evaluation is to determine whether the submitting company is qualified to successfully complete the scope of work and has experience producing the type of analysis and report requested. Based on this evaluation the City will identify from one (1) to five (5) firms that are considered qualified. Proposals will be evaluated on various qualifications, including but not necessarily limited to:

- Experience of key personnel and staffing capabilities;
- Understanding of project scope;
- Technical approach and methodology;
- Experience and demonstrated competence on similar projects;
- Experience conducting public workshops in contentious environments;
- Availability of key personnel and resources; and
- History of working successfully and efficiently with public agencies.

B. Scoping Meeting

The top ranked Consultant shall meet with City staff and the Committee to ensure that the Consultant has a complete understanding of the project, and to refine the Scope of Services, if necessary.

C. Cost Proposal

Following the Scoping Meeting, the top-ranked Consultant shall submit a cost proposal to the City for the completion of the Winters Downtown Parking Analysis project according to the agreed-upon Scope of Services. The Consultant shall have seven (7) calendar days to submit the cost proposal to the City. The cost proposal shall include all labor costs, overhead costs, sub-consultant costs, and an itemized

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list for direct expenses. Costs must be shown in a matrix format, by task grouping, and show hours per staff member, base labor rates, and overhead and profit rates. Final negotiations with the City will commence shortly after receipt of the Cost Proposal.

VI. **General Information**

A. Qualifications/Proposal

Consultant shall submit six (6) copies of their Qualifications/Proposal to the City. Qualifications/Proposal must be submitted in a sealed envelope in response to this RFQ/RFP. Proposals must be received no later than **5:00 p.m., Monday, April 18, 2016**, at the following address:

City of Winters
Attention: John Donlevy
318 First Street
Winters, CA 95694

Late submittals will be rejected and returned.

B. Schedule

The anticipated schedule of activities related to this RFQ/RFP is as follows:

<u>Activity</u>	<u>Date</u>
RFQ/RFP Issued	3/15/2016
Pre-Proposal conference	4/4/2016
Qualifications/Proposal Submittal deadline	4/18/2016
Notice to proceed	Approx. 5/16/2016

C. Qualifications/Proposal Property

All Statements of Qualifications/Proposals become the property of the City upon submission

D. Cost of Qualifications/Proposal Preparation

City shall not be liable for any pre-contractual expenses incurred by any proposer or by any selected consultant. Each proposer shall protect, defend, indemnify, and hold harmless, the City from any and all liability, claims or expenses whosoever incurred by, or on behalf of, the entity participating in the preparation of its response to this RFQ/RFP.

E. Amendments to RFQ/RFP

City reserves the right to amend the RFQ/RFP by addendum. If the City deems it necessary, the Qualifications/Proposals submittal deadline will be extended to allow proposers additional time to respond to the RFQ/RFP addendum.

F. Non-Commitment of the City

This RFQ/RFP does not commit the City to award an agreement, to pay any costs incurred in the preparation of a Qualifications/Proposal for this request, or to produce

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or contract for services. The City reserves the right to accept or reject any or all Qualifications/Proposals received as a result of this request, or to modify or cancel in part or in its entirety the RFQ/RFP if the City determines it is in the best interest of the City to do so.

G. Inquires

Inquiries concerning this RFQ/RFP should be directed to:

Dan Maguire
Housing and Economic Development Manager
530-7946718
Daniel.maguire@cityofwinters.org

H. Notification and Debriefing of Unsuccessful Proposers

City will notify all of the proposers of the selection panel's recommendation. Consultants desiring a debriefing will be allowed to make an appointment with the City. Debriefings will not be scheduled until the City Council has acted on the recommendations of staff.

Attachment 1 – Committee Findings

A. Delineation of the Downtown Area

The downtown area of Winters is represented by an approximate 6 block area outlined in **red** on the map in Attachment 2. The area is bounded by Abbey Street on the north, 2nd Street on the west, Russell Street on the south and Elliot street on the east.

Access to the downtown area is primarily via SR 128 (Grant Street) to the intersection of Railroad Ave, then south on Railroad. This primary route is indicated by **blue** in Attachment 2.

A secondary access route to the downtown is via the Main Street extension which connects to Grant Avenue, indicated by the **green** line in Attachment 2. This route passes through numerous residential areas and is not a preferred route.

A third access route, shown in **yellow** is via the Putah Creek Road off-ramp from I-505, one-mile south of the main Winters/Highway 128 exit. This route would bring visitors west from I-505 on Putah Creek Road and across the new Putah Creek Bridge, onto Railroad Avenue. This is not currently a high traffic road and is not well lit or marked. The right turn onto the Putah Creek Bridge would need improvements to make it safe for non-local visitors.

B. Parking Inventory

The Committee conducted a survey of parking spaces in the downtown and nearby areas. There are three City-owned parking lots and several privately owned parking areas that are commonly used for general parking. The following table summarizes available parking spaces in the downtown area:

Area	Parking type	Spaces
City Hall	Public, Off-Street	50
City Hall Annex	Public, Off-Street, after hours	12
Railroad/Monticello	Public, Off-Street	67
Community Center	Public, Off-Street	105
Abbey Street	On-Street	24
W. Abbey St (Hotel side)	On-Street	10
W. Abbey St	On-Street	20
Eagle Drug	Private, Off-Street	14
Elliot St	On-Street	10
N. First Street	On-Street	17
S. First Street	On-Street	17
Lorenzo Center	Private, Off-Street	38
Central Main Street	On-Street	40
East Main Street	On-Street	18
West Main Street	On-Street	41
Railroad/Abbey/Main	On-Street	18
South Railroad	On-Street	17
John Pickerel Lot	Private, Off-Street	12

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Total Spaces: 530

In addition to these spaces there are several large privately owned parking areas between Grant and Abbey on the east side of Railroad (not shown on Attachment 3). These are sometimes used informally as overflow parking, but without explicit consent from the landowners.

It should also be noted that Abbey and Russell streets are residential on one side and commercial on the other. Residential spaces are **not** included in the inventory. The presence of residential parking presents specific challenges when events fill up public spaces.

C. Parking space utilization Thursday-Sunday

The Committee has conducted several parking utilization studies. In particular, the Committee members surveyed the parking inventory areas weekly between 7/25/2015 and 8/28/2015 (date of the Earthquake Festival). A vacant space count was conducted at 10AM, 4PM and 8PM. The results are summarized in the table below:

Average Percent Occupied Parking Spaces by Day and Time

	Mon	Tues	Wed	Thurs	Fri	Sat	Sun
10AM	35	45	43	43	44	No data	22
4PM	54	42	43	50	44	29	36
8PM	41	27	45	57	73	74	46

In general, the Committee found parking utilization rates are generally high only during the Thursday-Sunday time periods in the evenings (4PM and 8PM counts). Parking utilization rates were in the 70% range on Friday and Saturday nights. The Committee has been advised that utilization rates above 85% indicate a parking shortage.

D. Short-term recommendations

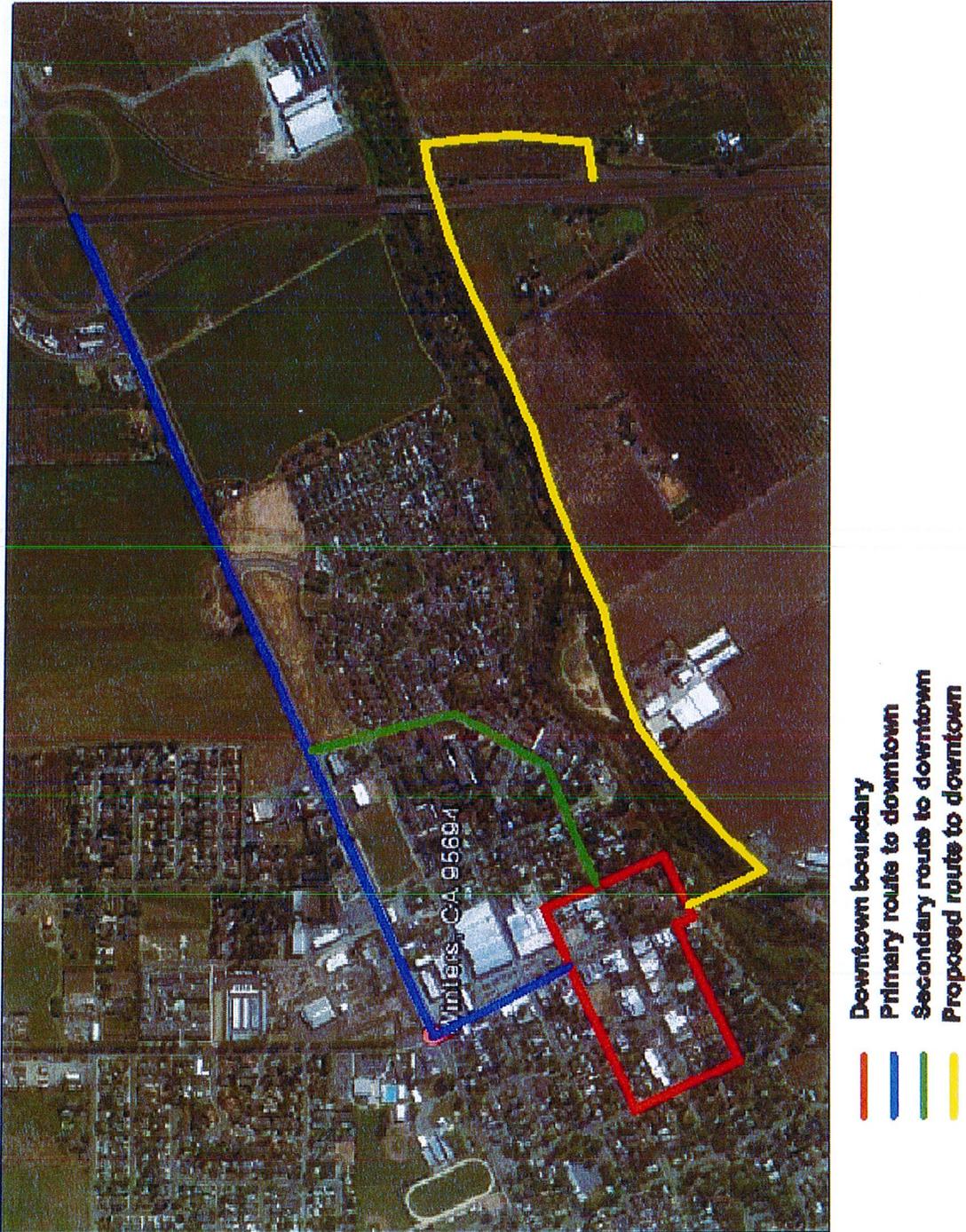
In December 2015 the Committee presented the City Council with a summary of its work done to date. The Committee considered both long-term solutions as well as short-term, however it focused on short term. Short-term solutions were defined as relatively inexpensive, reversible, and able to be completed within a six-month time frame. Solutions included:

- Re-stripe downtown parking spaces
- Tree trimming around downtown to move the canopy above existing street lighting.
- Continue historic lighting from Wolfskill to Grant Avenue
- Convert parallel to diagonal parking on several streets
- Remove sign on Grant directing downtown traffic down East Main

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- Create an additional entrance to the Rotary Park lot
- Investigate valet parking solutions

Attachment 2 – Delineation of the Downtown Area



Attachment 3 – Parking Lot Inventory

