



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, November 1, 2016
6:30 p.m.
AGENDA

Members of the City Council

*Cecilia Aguiar-Curry, Mayor
Bill Biasi, Mayor Pro-Tempore
Harold Anderson
Jesse Loren
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, October 18, 2016 (pp. 5-9)
- B. Request for Street Closure and Amplified Sound Permit Application for the Salmon Festival on Saturday, November 5, 2016 (pp. 10-14)
- C. Approval to Solicit Bids for the Walnut Roundabout Project (pp. 15-18)

PRESENTATIONS

RISE Update by Peter Benites

DISCUSSION ITEMS

- 1. Resolution 2016-37, a Resolution of the City Council of the City of Winters Amending the City of Winters 2016/2017 Adopted Operating Budget, Project Budget Sheet, Implementation of Phase 1 of the Hexavalent Chromium (Cr6) Treatment Plan, and an Amendment to the Kennedy Jenks Agreement (pp. 19-26)
- 2. Waive the Second Reading and Adopt Ordinance 2016-10, an Ordinance of the City Council of the City of Winters to Approve Various Amendments to Title 17, Zoning, in the Winters Municipal Code (pp. 27-69)
- 3. Waive the Second Reading and Adopt Ordinance 2016-11, an Ordinance of the City Council of the City of Winters to Approve Various Amendments to Title 19, Code Enforcement, of the Winters Municipal Code (pp. 70-94)
- 4. Resolution No. 2016-38, a Resolution of the City Council of the City of Winters for the Transfer of Former Community Development Agency Property from the Successor Agency to the Former Winters Community Development Agency to the City of Winters for Governmental Use (pp. 95-103)

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

1. Resolution SA-2016-03, a Resolution of the Governing Board of the Successor Agency to the Winters Community Development Agency Authorizing the Successor Agency's Issuance of Tax Allocation Refunding Bonds and Taking Related Actions (pp. 104-176)
2. Resolution SA-2016-04, a Resolution of the Successor Agency to the Former Community Development Agency of the City of Winters Directing and Authorizing the Transfer of a Governmental Use Property to City of Winters (pp. 177-185)

CITY MANAGER REPORT

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the November 1, 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 October 27, 2016, and made available to the public during normal business hours.

Nanci G. Mills by Tracy Jensen
Nanci G. Mills, City Clerk

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

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other acceptable means of recordation. Such arrangements will be at the sole expense of the individual requesting the recordation.

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Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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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 Regular Meeting of the Winters City Council
Held on October 18, 2016

Executive Session

Pursuant to Government Code Section 54956.8 of the Government Code – Real Estate Negotiations – Various Property Locations - APN #'s 003-160-062, 003-160-063, 003-160-064, and 003-160-022 - Real Property Negotiator City Manager John W. Donlevy, Jr.

Mayor Cecilia Aguiar-Curry and Council Members Bill Biasi, Jesse Loren and Pierre Neu were present for the Executive Session. Council Member Anderson recused himself due to a possible conflict of interest. Mayor Aguiar-Curry said there was nothing to report out of Executive Session.

Regular Session

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

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Cecilia Aguiar-Curry
Absent: None
Staff: City Manager John Donlevy, City Attorney Ethan Walsh, City Clerk Nanci Mills, Director of Financial Management Shelly Gunby, Police Chief John Miller, Corporal Gordon Brown, Building Official Gene Ashdown, Environmental Services Manager Carol Scianna, Contract Planner Dave Dowswell, Management Analyst Tracy Jensen.

Harold Anderson led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy requested Consent Item D be removed from the agenda and brought back at a later date. Motion by Council Member Neu, second by Council Member Biasi to approve the Consent Calendar with said change. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

COUNCIL/STAFF COMMENTS

PUBLIC COMMENTS: None

CONSENT CALENDAR

- A. Minutes of the Regular Meeting of the Winters City Council Held on Tuesday, October 4, 2016
- B. Amendment No. 2 to Larry Walker Associates (LWA) Contract Agreement No. 15-001
- C. Resolution No. 2016-35, a Resolution of the City Council of the City of Winters Amending 2012 and 2013 Salary Schedules to Comply with CalPERS Audit Finding – Administrative Coordinator
- D. Application for Youth Soccer and Recreation Development Program Grant Funds **(REMOVED FROM AGENDA)**
- E. Purchase of a Compressor for Jack Hammer
- F. Selection of Consultant for Fee Study and Cost Allocation Plan

City Manager Donlevy gave an overview. Motion by Council Member Neu, second by Council Member Loren to approve the Consent Calendar with the exception of Item D, which was removed from the agenda. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

Winters Police Corporal Gordon Brown thanked five local businesses for their support and contributions toward a drug education publication, L.A.W. Publications, a company that works with communities to produce informative publications covering topics like drug education, internet safety, and domestic violence. Thanks to the following businesses for giving the Winters Police Department the ability to offer educational material at community events: First Northern Bank, Buckhorn Steakhouse, Double M Trucking, Weber General Engineering and Winters Healthcare.

WJUSD Superintendent Todd Cutler, Ed.D. wanted to address the recent questions surrounding Measure D and the funds that have been utilized from Measure R. He gave a presentation that described past, present and future Measure R projects and provided a Conceptual Long Range Site Facilities Plan for Winters High School. Faced with outdated classrooms and the need to bring school facilities up to current standards, Dr. Cutler said the District and Board of Trustees decided to place Measure D, a school improvement general obligation bond measure on the November 8th ballot to modernize and renovate their aging schools. The WMS remodelization is nearly complete, which included roof projects, locks, fencing, and new phone and safety systems. A ribbon-cutting ceremony is planned for 10/31/16 @ 8:15 a.m. at the WMS campus. The high school plans to add a new class room that will include tech space, culinary space and wet lab space with an approximate cost of \$7 million. Plans have been submitted to the State Department of Architecture, with a 6-8 month anticipated turn-around. The school district purchased 717 Hemenway and while it is currently being rented, in the long term it will become parking. Future projects will include, but not limited to a new track, new bleachers, and a soccer field.

DISCUSSION ITEMS

1. Public Hearing, Introduction and Consideration of Ordinance 2016-10, an Ordinance of the City Council of the City of Winters to Approve Various Amendments to Title 17, Zoning, in the Winters Municipal Code

Contract Planner Dave Dowswell gave an overview and said the main purpose and intent of these amendments is to make the changes as presented, including the deletion of duplicate descriptions and formatting and clarifying the contents. One of the major changes is in the overlay zoning, which will increase in height from 30 feet to 45 feet in the overall highway commercial zone. Council Member Anderson asked for clarification on fence heights; Dave will provide.

Mayor Aguiar-Curry opened the public hearing at 7:25 p.m. and closed the public hearing at 7:25 p.m. with no comments.

Motion by Council Member Neu, second by Council Member Loren to approve staff recommendation and find the proposed amendments categorically exempt from CEQA, Section 15308 and introduce Ordinance 2016-10 approving various amendments to Title 17, Zoning, of the Winters Municipal Code. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

2. Public Hearing, Introduction and Consideration of Ordinance 2016-11, an Ordinance of the City Council of the City of Winters to Approve Various Amendments to Title 19, Code Enforcement, of the Winters Municipal Code

Contract Planner Dave Dowswell gave an overview and said this draft ordinance includes new nuisance abatement measures that are similar to other general law cities and defines what a nuisance is. The draft ordinance also allows the City to recover City Attorney fees. The City will work with homeowners on a complaint basis, seeking out egregious cases only.

City Manager Donlevy said these are the most significant additions to the Municipal code, including the definitions of code enforcement, the definition of a nuisance and the addition of nuisance abatement. The final element is due process and there are two types: administrative and civil. City Attorney Walsh said a code enforcement officer cannot go onto private property, unless a nuisance is noted and gives the authority to inspect based upon a valid reason.

Mayor Aguiar-Curry opened the public hearing at 8:01 p.m.

Wade Cowan, 106 Third Street, said free reign for code enforcement officer should be based on justifiable complaints or obvious life or fire safety issues.

Mayor Aguiar-Curry closed the public hearing at 8:02 p.m.

Council Member Anderson said the code enforcement officer must ask for permission from the property owner to go onto private property. City Manager Donlevy said if there is probable cause, code enforcement must obtain a court order or a warrant, which is addressed in Chapters 19.06 and 19.10 of the Municipal Code.

Motion by Council Member Loren, second by Council Member Neu to approve staff recommendation and find the proposed amendments categorically exempt from CEQA, Section 15308, and introduce Ordinance 2016-11 approving various amendments to Title 19, Code Enforcement, of the Winters Municipal Code. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry
NOES: None
ABSENT: None
ABSTAIN: None

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

1. Proposed Issuance of Refunding Tax Allocation Bonds

Chairman Biasi opened the meeting of the Successor Agency at 8:12 p.m.

Director of Financial Management Shelly Gunby gave an overview and said refunding or refinancing the bonds at lower interest will result in debt service savings to the City of approximately \$23,000 per year. City Manager Donlevy defined the Finance Team Professionals, Bank of NY as Bond Trustee, NHA Advisors, LLC, Municipal Advisor, Richards, Watson & Gershon, Bond Counsel and Disclosure Counsel, and Urban Futures, Inc., Fiscal Consultant and the Dissemination Agent. Eric Scriven of NHA Advisors LLC reviewed the timeline and Shelly confirmed an upcoming Oversight Board meeting on November 7th to take action to approve the Successor Agency's issuance of the Refunding Bonds.

Motion by Agency Member Aguiar-Curry, second by Agency Member Neu to authorize the preparation of documents necessary for the issuance of bonds to refund the outstanding tax allocation bonds issued by the former Winters Community Development Agency and designate the City Manager as the Executive Director of the Successor Agency and the City's Director of Financial Management as the Finance Officer of the Successor Agency and authorize the Executive Director and Finance Officer to execute contracts with consultants necessary to proceed with the preparation of documents required for the refunding. Motion carried with the following vote:

AYES: Agency Members Aguiar-Curry, Anderson, Loren, Neu, and Agency Chair Biasi
NOES: None
ABSENT: None
ABSTAIN: None

Agency Chair Biasi closed the meeting of the Successor Agency at 8:30 p.m.

CITY MANAGER REPORT: The City of Winters has an uninsured bond "A-" rating, which is stellar. We have a good team that has put the City in an enviable position. Good rating equals good credit. Will be out of the office on 10/25 presenting to the Nevada Rural Housing Assn. in Fallon, NV. The Salmon Festival is 11/5 and the Fire Department Shrimp Feed is on 11/12.

ADJOURNMENT: Mayor Aguiar-Curry adjourned the meeting at 8:34 p.m. in memory of Council Member Biasi's father.

Cecilia Aguiar-Curry, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



STAFF REPORT

TO: Honorable Mayor and Council Members
DATE: November 1, 2016
THROUGH: John W. Donlevy, Jr., City Manager *JWD*
FROM: Carol Scianna, Environmental Services Manager *CS*
SUBJECT: Street Closure Request and Amplified Sound Permit Application for the Inaugural Salmon Festival to be Held on Saturday, November 5, 2016

RECOMMENDATION:

Approve the closure of East Main Street between Railroad Avenue and Elliot Street and to approve the Amplified Sound Permit Application to allow for the Winters Putah Creek Council to hold the Inaugural Salmon Festival in Rotary Park.

BACKGROUND:

City staff has been working with several local groups including Solano County Water Agency, Putah Creek Council, Putah Creek Trout, Solano Parks and Rec, Bureau of Reclamation and others planning our inaugural Salmon Festival. The Festival celebrates the return of salmon to Putah Creek. The event will have several informational booths, food booths, merchandise vendors and music throughout the day. There are also activities going on simultaneously at Lake Solano and the City will be providing shuttle busses to and from the two venues.

Staff is requesting the closure of East Main Street between Railroad Avenue and Elliot Street from 7:00 a.m. to 5:00 p.m. They have also requested that barricades be placed at these intersections.

If approved, closure notification will be posted on all affected streets a minimum of 48 hours prior to the scheduled closures.

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

FISCAL IMPACT: Staff time as needed



City of Winters Request for Street Closure

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

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

There shall be no closure of the following streets without Council approval:

1. Main Street
2. Railroad Street
3. Grant Avenue
4. Valley Oak Drive
5. Abbey Street

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

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

Name: <u>Carol Scianne</u>	Organization: <u>Salmon Festival</u>
Address: <u>318 First St</u>	Mailing Address: _____
Telephone: <u>794-6715</u>	Today's Date: <u>10-13-16</u>
Streets Requested: <u>E Main between Railroad + Elliot</u>	
Date of Street Closure: <u>Nov. 5, 2016</u>	Time of Street Closure: <u>9-5pm</u>
Description of Activity: <u>Booths, Music Food etc</u>	
Services Requested of City: <u>Barricades</u>	
APPROVED: _____ Police Department _____ Public Works Department	

Date of Application: 10/13/16 To City Council:

Name of Person(s)/ Organization: Salmon Festival Contact: Carol Scianna
Business Address: 318 First St Telephone:
Telephone: 530-794-6715

Type of Event: Inaugural Salmon Festival

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

Date/Time of Event: November 5, 2017 From: 10am To: 4pm

Location/Address of Event: Rotary Park/Amphitheater/East Main

Rated Output of Amplifier in Watts: 60 Number of Speakers: 4

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

Signature: Carol Scianna

For City Use Only

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

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

Police Department: [] Approved [] Denied Date:

Authorized Signature:

City Council: [] Approved [] Denied Date:

Authorized Signature:



CITY COUNCIL
STAFF REPORT

TO: Honorable Mayor and Councilmembers
DATE: November 1, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Carol Scianna, Environmental Services Manager
SUBJECT: Solicitation of Bids for Grant Ave /Walnut Ln Roundabout Project

RECOMMENDATION: Staff recommends the Council accept this information to solicit bids for Grant Ave /Walnut Ln. Roundabout Project (RAB)

BACKGROUND: Staff has recently received Construction Authorization from CalTrans in the amount of \$646,269 for the RAB project. The City was also been awarded \$160,000 from CT SHOPP funding source, our local match is expected to be \$330,296. The City was also previously awarded \$100,000 in SACOG planning funds the total budget for the RAB is \$1,236,565. The engineers construction estimate is \$820,552.50.

The plan is to advertise the project immediately bid opening would be December 1st, award in January and the Notice to Proceed could be in late January early February whether dependent.

FISCAL IMPACT: None at this time

AUTHORIZATION / AGREEMENT SUMMARY - (E-76)

CALIFORNIA DEPARTMENT OF TRANSPORTATION

FEDERAL AID PROGRAM

DLA LOCATOR: 03-YOL-128-WIN
 PREFIX: STPL
 PROJECT NO: 5110(030)
 SEQ NO: 1
 STATE PROJ NO: 0314000173L-N
 AGENCY: WINTERS
 ROUTE: 128
 TIP DATA
 MPO: SACOG
 FSTIP YR: 16/17
 STIP REF:
 DISASTER NO:
 BRIDGE NO:

PROJECT LOCATION:
 GRANT AVE (SR128) AND WALNUT LANE
 TYPE OF WORK:
 CONSTRUCT NEW ROUNDABOUT TO INCLUDE NEW CURBS, GUTTERS,
 FED RR NO'S:
 PUC CODES:
 PROJ OVERSIGHT: ASSUMED/LOCAL ADMIN
 ENV STATUS / DT: DELEG TO STATE USC 326/SEC 6004 10/20/2014
 RW STATUS / DT: 1 07/21/2016
 INV RTE:
 BEG MP:
 END MP:

PREV AUTH / AGREE DATES:
 PE:
 R/W:
 CON:
 SPR:
 MCS:
 OTH:

<u>PROG CODE</u>	<u>LINE NO</u>	<u>IMPV TYPE</u>	<u>FUNC SYS</u>	<u>URBAN AREA</u>	<u>URB/RURAL</u>	<u>DEMO ID</u>
Z230	30	04				
Z230	31	17				

FUNDING SUMMARY

<u>PHASE</u>		<u>PROJECT COST</u>	<u>FEDERAL COST</u>	<u>AC COST</u>
PE	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
RW	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
CON	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$1,102,608.00	\$646,269.00	\$0.00
	SUBTOTAL	\$1,102,608.00	\$646,269.00	\$0.00
OTH	PREV. OBLIGATION	\$0.00	\$0.00	\$0.00
	THIS REQUEST	\$0.00	\$0.00	\$0.00
	SUBTOTAL	\$0.00	\$0.00	\$0.00
TOTAL:		\$1,102,608.00	\$646,269.00	\$0.00

STATE REMARKS

09/08/2016 Based on Administrative Modification #29, the funding type has been changed from CMAQ to RSTP.
 10/14/2016 Obligation of \$646,269 RSTP funds on a lump sum reimbursement basis for CON/CE work. The fund is being advanced from 15/16 to 18/17 via EPSP.

FEDERAL REMARKS

AUTHORIZATION

AUTHORIZATION TO PROCEED WITH REQUEST: CON
 FOR: CONSTRUCTION & CENG
 DOCUMENT TYPE: AAGR

PREPARED IN FADS BY: VANG, TOU
 REVIEWED IN FADS BY: SAFAIE, FRANK
 SUBMITTED IN FADS BY: AMBROSINI, ADAM
 PROCESSED IN FADS BY: HUEY, SHUN
 APPROVED IN FMIS BY: TASIA PAPAJOHN

ON 2016-10-04 741-5736
 ON 2016-10-14 653-5345
 ON 2016-10-19 FOR CALTRANS
 ON 2016-10-20 FOR FHWA
 ON 2016-10-24 13:04:14.0

SIGNATURE HISTORY FOR PROJECT NUMBER 5110(030) AS OF 10/25/2016

FHWA FMIS SIGNATURE HISTORY

<u>MOD #</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
0	SHUN HUEY	10/21/2016
	CESAR PEREZ	10/24/2016
	TASIA PAPAJOHN	10/24/2016

FHWA FMIS 3.0 SIGNATURE HISTORY

CALTRANS SIGNATURE HISTORY

<u>DOCUMENT TYPE</u>	<u>SIGNED BY</u>	<u>SIGNED ON</u>
AUTH/AGREE	AMBROSINI, ADAM	10/19/2016



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Council Members
DATE: November 1, 2016
FROM: John W. Donlevy, Jr., City Manager 
Carol Scianna, Environmental Services Manager 
Alan L. Mitchell, City Engineer
SUBJECT: Project Budget Sheet (Well #9 Test-Well only) and Kennedy/Jenks Consultant Services Agreement Amendment- Hexavalent Chromium (Cr6) Treatment, Project No. 16-06 and adoption of Resolution 2016-37 Budget Adjustment

RECOMMENDATION: Staff recommends City Council approve the Project Budget Sheet (PBS) for Hexavalent Chromium (Cr6) Treatment, Project No. 16-06, in the amount of \$186,000, and authorize the City Manager to execute an Amendment with Kennedy/Jenks Consultants for Engineering Services, in the amount of \$36,782.

BACKGROUND: The City of Winters water supply has been impacted by the new State Cr6 Primary MCL established in July 2014, which mandates compliance by January 2020. Based on monitoring of the existing Wells, the city is non-compliant in all but one Well. In November 2015, the City was issued a Notice of Violation, and has continued with quarterly monitoring and notifications.

The City hired Kennedy/Jenks Consulting (KJ), to assist with assessing the impacts of the new regulation and planning for the city to become compliant as mandated. On December 15, 2015 staff from the City and KJ presented a corrective action plan with key milestones and schedule, and Council provided further direction to move forward with updating the plan with alternatives to consider. The Council's direction regarding Cr6 compliance was to continue to take the necessary steps to keep moving forward towards meeting the goal of being fully compliant by January 2020, but to do so cautiously in order to maximize funding sources and any new technologies or developments that should come about on this issue.

On September 20, 2016, staff from the City and KJ gave a presentation to cover the chronology, water-system overview, and implementation plan with six alternatives for compliance. Staff and

KJ recommended Alternative #4 as the most cost-effective and reliable option, and Council provided concurrence and direction to proceed with the first step of developing a test-well for Well #9.

DISCUSSION: Well #9 is proposed to be located on the south side of the PG&E GOTTC, and staff is hopeful the aquifer can supply quality and quantity. The first step in developing a Well is to dig a test-well. The objective of the test-well is to identify the vertical distribution of Cr6 in the aquifer system by utilizing a combination of tools, including geophysics, depth-specific zonal samples, and depth-specific aquifer tests. The information obtained from the exploratory boring will be used to evaluate production potential of the aquifer, characterize groundwater quality, and develop a preliminary design for a future groundwater production well that meets the new State Cr6 primary MCL.

Once the results from the test-well are known, staff can discuss with KJ the next steps in developing a Phase 1 project. If Well #9 will be viable for compliance then staff will ask RMC to run the water-model with Well #9, to determine if Winters Highlands can develop with Well #9 only, or if Well #8 will still be necessary. Fire flow pressure to the northwest side of town is the controlling factor. Staff will return to Council with our findings and a recommendation and updated PBS for moving forward towards compliance.

Staff recommends the City Council:

- approve the attached PBS, which has been prepared to include costs for design services, project management, inspection and testing, and construction costs associated with Well #9 test-well development.
- approve Resolution 2016-37 to allow a 2016/17 budget adjustment in the amount of \$186,000 from Water Impact Fee.
- authorize the City Manager to execute an Amendment with Kennedy/Jenks Consultants for Engineering Services associated with the Well #9 test-well. KJ will prepare a technical specification for the drilling and installation of the exploratory test-well to be incorporated with the City contract specifications. KJ will also provide construction management for test-well installation and prepare a final test-well installation report. The drilling contractor will be retained directly by the City of Winters, and procured through the informal bid process.

ALTERNATIVES: None recommended by staff.

FISCAL IMPACT: This project will be included as a city-wide impact project in the AB1600 Fee Program, and various funding sources, including, grants, loans, and development fees will be identified. For this initial work, Water Impact funds will cover the cost, which is reflected in the PBS, and Resolution for adjustment to the 2016/17 budget. The total cost is estimated at \$186,000.

Attachments: Project Budget Sheet
KJ Amendment
Resolution .

**Hexavalent Chromium (Cr6) Treatment Project
Project Budget Sheet (Well #9 Test Hole Only)**

CIP#: 16-06
Last Updated:
Project Owner: Public Works
Project Manager: Alan Mitchell

MTIP #
Original Approval: November 2016
Project Resource: Consultant

Description:

Construction of Well 9 Test hole to monitor for Cr6 compliance and production capacity.

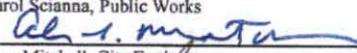
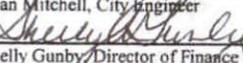
Authority:

The City is responsible for supplying drinking water and emergency water. This well is being developed as part of an overall plan to comply with State mandated Cr6 levels by 2020.

Budget:						
Item	%	Amount	Item	%	Amount	
Project Management		\$8,000	Design		\$21,000	
Testing and Inspection		\$27,000	Permits		\$0	
Pre-Design		\$0	Construction		\$125,000	
Right of Way/Utility Relocation		\$0	Contingency		\$5,000	
CEQA/NEPA		\$0	Project Total:		\$186,000	

Financing Schedule:		Project Start:	2016	Project Completion:	2017		
Phases:	Test Hole						
Fund Code:	417						
Name:	Water Impact	Blank	Blank	Blank	Blank		FY Totals
Previous							\$ -
FY 16/17:	\$ 186,000						\$ 186,000
FY 17/18:							\$ -
Fund Totals:	\$ 186,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 186,000

Recommended for Submittal
Recommended for Approval
Finance Department Approval
City Manager Approval

 10/24/16
 Carol Scianna, Public Works (date)
 10/24/16
 Alan Mitchell, City Engineer (date)
 10/25/16
 Shelly Gunby, Director of Finance (date)
 John Donlevy, City Manager (date)

RESOLUTION No. 2016-37

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF WINTERS AMENDING THE
CITY OF WINTERS 2016-2017 ADOPTED OPERATING BUDGET**

WHEREAS, On June 7, 2016 the City Council of the City of Winters adopted operating budget for Fiscal Year 2016-2017 and 2017-2018; and

WHEREAS, expenditures for items not included in the budget are required;

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Winters that the adopted operating budget for fiscal year 2016-2017 be amended as follows:

Section 1: Increase budgeted expenditures in the following funds and accounts for fiscal year 2016-2017:

a. 417-57711- 630 \$186,000.00

PASSED AND ADOPTED by the City Council, City of Winters, this 1st day of November 2016 by the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Aguiar-Curry

NOES: None

ABSTAIN: None

ABSENT: None

Cecilia Aguiar-Curry, Mayor

ATTEST:

Nanci G. Mills, CITY CLERK

Scope of Services

City of Winters

Test Well #9

Introduction

The City of Winters (City) water supply has been impacted by the new State Cr6 Primary MCL established in July 2014. This scope of work will include drilling, installation and testing of an exploratory boring to evaluate subsurface conditions and groundwater quality. We understand that Well 9 will be located on City property south of Baker Street in the southwest corner of land being developed for the PG&E Training Facility, within the City of Winters (City). This scope of work has been developed based on our experience in this area, and our understanding of the project requirements. Kennedy/Jenks Consultants (Kennedy/Jenks) will prepare a technical specification for the drilling and installation of the exploratory test well (test well) to be incorporated with the City bid and contract specifications. This scope of work assumes that a pilot hole will be drilled to evaluate the viability of water supply from both a quality and quantity standpoint. Kennedy/Jenks will provide construction management for test well installation and prepare a final test well installation report. This scope of work envisions that the drilling contractor would be retained directly by the City of Winters.

Existing Conditions

The City has been monitoring its five water wells quarterly for the presence of Cr6. Four of the five City wells (80% of the City water supplies) consistently exceed the new State Cr6 Primary MCL. The objective of this project is to identify the vertical distribution of Cr6 in the Shallow Tehama and Upper Basal Tehama aquifer system in proximity to Putah Creek by utilizing a combination of tools, including geophysics, depth-specific zonal samples and depth-specific aquifer tests. The information obtained from the exploratory boring will be used to evaluate production potential of the aquifer, characterize groundwater quality, and develop a preliminary design for a future groundwater production well that meets the new State Cr6 primary MCL.

Assumptions

1. Access to the exploratory boring location is available, and construction can occur 24 hours a day/seven days a week.
2. The City will be responsible for the removal of all soil cutting and water generated during the project.
3. The City will coordinate with an analytical laboratory for water quality testing.
4. The City will contract directly with the drilling contractor

5. A reliable source of construction water (i.e., approximately 200 gpm from a fire hydrant or via a water truck) imported to the site by the contractor is available for drilling make up water.

Scope of Services

Task 1.0 – Technical Specification Preparation

Kennedy/Jenks will conduct a site visit to the Well 9 site and prepare a detailed technical specification, site plan, and pilot hole schematic drawing documents for the installation of the test well. The specification will detail the requirements for drilling, well construction materials, construction methods, well development, and final testing. Kennedy/Jenks will provide two (2) copies of a draft technical specification for review and comment by the City. The City will provide comments and Kennedy/Jenks will review these comments by a conference call. Kennedy/Jenks will incorporate appropriate comments and provide one (1) reproducible (PDF or Microsoft Word format) copy of the technical specifications to the City for distribution to potential bidders. Kennedy/Jenks assumes that all contractual arrangements between the City and the Drilling Contractor will be performed by the City, and no support by Kennedy/Jenks has been included for preparation or review of City bid and contract documents.

Task 2.0 Bid Support Services

Kennedy/Jenks will provide bid support to the City. Kennedy/Jenks will prepare one addendum based on bidders' questions and comments, providing one electronic copy. The City will distribute all bid documents and correspondence to the perspective bidders. Kennedy/Jenks will evaluate the contractor bids and recommend the lowest responsive and responsible bidder for award to the City. The City will conduct a bid opening and complete the award of the contract to the selected low-bidder.

Task 3.0 Hydrogeologic Analysis

Subtask 3.1 Pilot Hole Drilling

Kennedy/Jenks will attend with the City a preconstruction meeting after a contractor has been selected for the exploratory boring and test well installation.

Kennedy/Jenks will oversee the drilling of a pilot borehole at the site and will perform lithologic logging. Lithologic logging will enable Kennedy/Jenks to identify those portions of the aquifer with the greatest potential for groundwater production. Kennedy/Jenks will provide inspection services during the drilling of the pilot boring on a daily basis (typically 4 to 8 hours per day, 7 days per week). Kennedy/Jenks will analyze the drilled cuttings that have been collected at 10-foot intervals by the driller, and we will prepare a descriptive lithologic log of the drilled material. The drilled cuttings from each 10-foot interval will be secured in chip trays, which will be provided to the City of Winters for archival purposes. Drilled cuttings from selected intervals of the borehole will be submitted for sieve analysis by a geotechnical laboratory to determine the appropriate well screen slot size and filter pack grain size necessary to prevent sand invasion when the well is in use. **Kennedy/Jenks will utilize Roscoe Moss Company to conduct the geotechnical laboratory analysis, a service Roscoe Moss Company provides at no charge to the City.**

Subtask 3.2 Geophysical Logging

Geophysical logging will be conducted in the pilot borehole to provide additional hydrologic and geologic information. Kennedy/Jenks will oversee the performance of the geophysical logging, and we will analyze and report geophysical logging results. The recommended geophysical logging suite will include:

- An electric log (resistivity and spontaneous potential);
- A caliper log of the pilot boring (and a second caliper log of the production well borehole to verify the borehole diameter for annular volume calculations);
- A sonic (acoustic) log;
- A natural gamma log; and
- A laterolog (guard) log.

The Drilling Contractor will subcontract with a geophysical logging company for the exploratory boring.

Subtask 3.3 Depth-Specific (Zonal) Groundwater Sampling, Aquifer Testing and Analysis

Kennedy/Jenks will select up to five (5) depth-specific (zonal) groundwater-sampling intervals on the basis of the lithologic and geophysical analysis of the pilot borehole. The zonal groundwater samples will enable Kennedy/Jenks to prepare a future well design that will minimize the migration of natural or man-caused contaminants into the well. Each zonal sample will be collected by Kennedy/Jenks and provided to the City for water quality testing. Duplicate samples will also be collected and provided to the City for Quality Assurance/Quality Control (QA/QC) purposes. **Analyses will be performed by the City, or by an analytical laboratory subcontracted directly to the City.**

During sampling operations, Kennedy/Jenks personnel will provide appropriate monitoring and testing prior to and after sample collection. Temperature, conductivity, pH, and sand content of the discharge water will be monitored periodically by Kennedy/Jenks to assure that a representative groundwater sample is obtained.

Subtask 3.4 Exploratory Boring Abandonment

After the completion of zonal groundwater sampling operations, the pilot borehole will be abandoned by the contractor per local and state regulations.

Task 4.0 Test Well Installation Letter Report

Kennedy/Jenks will prepare a post-construction report summarizing all work conducted during the installation of and testing of the test well. A draft post-construction letter report will include all documentation collected during well drilling and installation including pipe tallies, grout records, penetration rate logs, geophysical logs, the lithologic log, zonal groundwater sample results, and aquifer test results. The post-construction report will also present recommendations for the optimum design, pumping rate and pump setting of a new production well. A detailed As-Built drawing for proposed production well will also be included in the Final Report. After

receiving comments from the City the Final Report will be completed. One (1) electronic copy and two (2) hard copies of the draft and final report will be submitted.

Task 5.0 Project Management/Meetings

Kennedy/Jenks anticipates that a number of meetings will be held during the course of the project, to accommodate communication with the City. Kennedy/Jenks has assumed two 1-hour meetings by conference call to be attended by the Kennedy/Jenks Project Manager and Senior Hydrogeologist.

Kennedy/Jenks will provide overall technical and financial management of the project. Our Project Manager will provide the periodic communication with the City project manager, both written and verbal. This subtask includes periodic progress reports (via e-mail and telephone conversations) to the City, financial tracking by the Project Manager, preparation of monthly billing, and overall project coordination.

Kennedy/Jenks will prepare an internal Health and Safety Plan to cover the fieldwork to be completed to execute this project.

Quality Assurance/Quality Control will be completed by one of our Senior Engineer before Kennedy/Jenks submits the draft specifications and drawings, and draft test well report to the City.



TO: Honorable Mayor and Council Members
DATE: November 1, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: David Dowswell, Community Development Department 
SUBJECT: Various Zoning Text Amendments to Title 17 (Zoning), of the Winters Municipal Code

RECOMMENDED CITY COUNCIL ACTION

Waive the second reading and adopt Ordinance No. 2016-10 amending Title 17 (Zoning) of the Winters Municipal Code.

BACKGROUND:

On October 18, 2016 the City Council voted unanimously to approve the ordinance updating certain provisions of the City's zoning regulations in the Municipal Code. At the hearing Councilmember Anderson asked if the City's fence regulations were being changed.

Staff reviewed the proposed changes to the Zoning regulations and found in the Definitions Section within the definition for "Structure" there is a reference to a fence higher than six feet is considered a structure. The only change to this section was to add a numeric (6) reference after the word "six". Chapter 17.64 of the zoning regulations, which address fences, walls and hedges, is not included as part of the changes in this ordinance.

DISCUSSION:

The proposed amendments to the zoning regulations are designed to primarily remove duplicative definitions, standardize the formatting used in many of the chapters and increase the allowable building height from 30 to 45 feet in the Highway Service Commercial (C-H) zone.

ATTACHMENTS

- A) Ordinance 2016-10, Zoning Text Amendments

ORDINANCE NO. 2016-10

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING VARIOUS SECTIONS OF TITLE 17 (ZONING ORDINANCE) OF
THE WINTERS MUNICIPAL CODE**

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to amend various sections of Title 17 involving mostly formatting, removal of duplicative language and amending Table 3A in Chapter 17.56 by increasing from 30 to 45 feet the maximum allowable structure height permitted in the Highway Service Commercial (C-H) Zoning District.

2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

3. Amendments to Title 17 of the Municipal Code are hereby amended as follows:

a. Chapter 17.04 of the Municipal Code is hereby amended in its entirety to read as follows:

**Chapter 17.04
INTRODUCTORY PROVISIONS AND DEFINITIONS**

17.04.140 Definitions.

B. Definitions.

“Abutting” or “contiguous” means land or zoning district boundaries having a common property line. Lands or district boundaries separated by an alley, street or right-of-way shall be considered abutting.

“Acceptance for filing” means receipt and continued processing of an application or submittal over the public counter or through the mail or other delivery service, based on a preliminary determination that all required components (e.g. fees, completed application, mailing lists, appropriate copies of maps, special notes or statements, etc.) are provided. If all required components are not provided, the application shall not be accepted and/or shall be returned. “Acceptance” for purposes of filing, routing, or processing, is to be distinguished from a determination that the application or submittal is “complete.”

“Access drive” or “driveway” means a private driveway connecting a street or alley with a parking or loading area with space and of sufficient width to permit safely the passage of all vehicles, equipment, machinery, trailers, mobilehomes, boats, and/or pedestrians, either self-propelled or transported, which may normally or reasonably be expected to seek access to the parking or loading area or space. Whenever the size, location, or use of the parking or loading

area is such as to reasonably necessitate the use of the drive by emergency vehicles, the drive shall be of adequate width and design to permit the passage of the emergency vehicles. An access drive or easement serving four (4) or fewer single-family residences shall not be counted for setback purposes.

“Accessory building or accessory structure” means a detached subordinate structure or building located on the same premises as the main building or buildings (or proposed for development concurrently with the main building or buildings), the use of which is customarily incidental to that of the main building or to the use of the land. Where any portion of a wall of an accessory building or structure is attached to the main building, or where an accessory structure is attached to the main building in a substantial manner by a roof or deck, the accessory building or structure shall be considered and treated as part of the main building.

“Accessory use” means a lawfully permitted use in the zone, unless otherwise noted in this title, which use is customarily incidental and subordinate to the principal use of the site or of a main building on the site and serving a purpose which does not change the character of the principal use, and which is compatible with other principal uses in the same zone and with the purpose of the zone.

“Adjoin” means the same as “abutting.”

“Administrative” means an internal, preliminary draft document submitted to the city for independent review for administrative purposes only. Administrative draft documents are not a part of the record of proceedings nor considered a “public document” for the purposes of the Public Records Act or the California Environmental Quality Act (CEQA). Administrative drafts are to be discarded or returned to the consultant, and shall not be retained in the project files.

“A-Frame sign” means a portable freestanding sign capable of standing without support or attachment.

“Agent of owner” means any person who can show certified written proof that he or she is acting for the property owner.

“Alley” or “lane” means a public or private way, other than a driveway, affording only secondary means of access to abutting property.

“Alter” means a physical change in a structure, including changes to bearing walls, columns and beams, or to the exterior appearance of a structure, other than painting.

“Animal, Exotic” means any wild animal not customarily confined or cultivated by man for domestic purposes, other than small or large domestic animals. This term includes llamas, peacocks, large reptiles.

“Animal, Large domestic” means domestic horses, burros and mules, domestic swine, domestic cattle, sheep, goats and similar livestock. The term shall also include the keeping of rabbits, pot-bellied pigs, hens, and geese.

“Animal, Small domestic” means dogs and cats over the age of ten (10) weeks.

“Apartment” means a multifamily dwelling consisting of three (3) or more dwelling units offered for rent or lease, under single ownership.

“Applicant” means the person, public or private, listed as the applicant on an application for a project and includes the record owner of the real property that is the subject of the project at the time of the application for the project.

“Approving body” means the city council of the city of Winters and/or the Winters planning commission, whichever takes final discretionary action on a project.

“Beginning of construction” means the incorporation of labor and materials at a construction site, commencing with grading or foundation construction, whichever occurs sooner.

“Block” means all property fronting on one (1) side of a street between intercepting streets or between a street and a waterway, dead-end street, major easement or right-of-way, or unsubdivided land. An intercepting street shall only determine the boundary of a block on the side of the street which it intercepts.

“Breezeway” means a roofed structure open on two (2) sides connecting two structures, such as a residence and a garage.

“Building” means any structure having a roof and supported by columns or walls, which is used or intended to be used for the shelter or enclosure of persons, animals or property.

“Building frontage” means the primary wall of a building facing a street (not including the freeway). If the building does not front on a street, the face of the building containing the main structure entry is the building frontage.

“Building materials” means any substance that can be used in construction of buildings, roadways or accessory structures.

“Building, Main” means a building in which is conducted the principal use of the building site on which the building is situated.

“Building, Nonconforming” means a building or portion thereof which was lawful when established but which does not conform to subsequently established zoning regulations.

“Carport” means a roofed structure with one (1) or more open sides for the parking of vehicles.

“Commercial marijuana cultivation” means cultivation of medical marijuana licensed by the state of California in accordance with the Medical Marijuana Regulation and Safety Act, California Business and Professions Code Section [19300](#) et seq., and contemplated by the definition of “commercial cannabis activity” set forth in California Business and Professions Code Section [19300.5\(k\)](#), as amended. Commercial marijuana cultivation is prohibited in the city. Pursuant to Section [11362.777](#) of the California Health and Safety Code, effective January 1, 2016, this definition is intended to regulate the cultivation of medical marijuana by prohibiting commercial marijuana cultivation within the city, and thereby expressly reserving any future local licensing authority granted to the city by that section. This definition shall not restrict cultivation of medical marijuana by a “primary caregiver” or “qualified patient,” as those terms are defined by Health and Safety Code Section [11362.7](#), or by a “medical marijuana cooperative,” as defined herein subject to the restrictions set forth in this section.

“Community development director” means the director of the community development and building department.

“Complete application” means an application or submittal determined to be complete pursuant to Section [65943](#) of the Government Code, upon receipt of adequate (sufficient) information and data describing the project and the project setting, to allow for an initial study to be conducted and the environmental determination to be made. This determination is usually documented by a letter of completeness.

“Cottage food operation” means any activity operated as a cottage food enterprise with not more than one (1) full-time equivalent cottage food employee, not including a family member or household member of the cottage food operator living in the home where the cottage food products are prepared or packaged for direct or indirect sale to consumers, as defined and may be amended by the California Department of Public Health, Section [113758](#) of the Health and Safety Code. Gross annual sales are regulated by the provisions of Section [113758](#) of Health and Safety Code.

“Cottage food products” means non-potentially-hazardous foods, including foods that are limited to and described in Section [114365.5](#) of the California Health and Safety Code and that are prepared for sale in the kitchen of a cottage food operation.

“Counter audit” means a preliminary evaluation of a submittal or application that occurs at the public counter, to determine whether it can be accepted for filing, routing, or processing, and to determine the applicability of CEQA.

“Cultivation” means any activity involving the planting, growing, harvesting, drying, curing, grading, trimming or processing of marijuana or any part thereof.

“Deemed withdrawn” means a determination by the city that an application is no longer valid. Applications that have been deemed withdrawn are to be physically returned to the applicant,

and no further processing is conducted. Processing fees that have not been expended, less administrative charges, are reimbursed or may be applied to resubmittal. Projects that are withdrawn and resubmitted are processed in the same manner as newly submitted projects. No special priority or fees are applicable.

“Demolition” means any act or process that destroys in part or in whole at least seventy-five (75) percent of an existing (original exterior building or structure walls, individual cultural resource or a cultural resource or other structure within a historic district or neighborhood, or cultural resource area

“Density bonus” means entitlement to build additional residential units above the maximum number of units permitted pursuant to the existing general plan, applicable specific plan and zoning designations. Density bonus units may be constructed only in the development where the units of affordable housing are located. Density bonus means a bonus of units awarded to a development pursuant to Government Code Section [65915](#) et seq.

“Density, Gross residential” means the average number of dwelling units on one (1) acre of land in a given area where the acreage is based on the total land area including streets and rights of way.

“Density, Net residential” means the average number of dwelling units on one (1) net acre of land used or available for residential purposes after excluding streets and rights-of-way.

“Developer” means any person, firm, partnership, association, joint venture, corporation, or any entity or combination of entities which seeks the city’s approval of discretionary land use entitlements for all or part of a development project. “Developer” includes “owner.”

“Development” means any activity related to the placement of any structure, grading, change in density or intensity of land use and including subdivision of land or air space, or a demolition, addition, repair or alteration of a structure or facility.

“Dwelling” means any building or portion thereof containing one (1) or more dwelling units designed or used exclusively as a residence or sleeping place for one (1) or more families, but not including a tent, cabin, boat, trailer, dormitory, labor camp, hotel or motel.

“Dwelling, Guest” means separate, accessory living quarters, having no kitchen facilities, attached to the main building or located in an accessory building situated on the same site as the main building, for temporary use by guests of the occupants of the main building and not rented or otherwise used as a separate dwelling.

“Dwelling unit” means one (1) room or suite of two (2) or more rooms designed for, intended for, or used by one (1) family, which family lives, sleeps, and cooks therein, and which unit has one (1) kitchen or kitchenette.

“Emergency vehicle” means a self-propelled vehicle or trailer used in the discharge of duties of public districts, agencies or departments, or privately owned public utilities responsible for medical services, fire prevention and control, policing, sanitation, sewerage, drainage, levee maintenance, flood control, public utility lines and all essential services.

“Environmental coordinator” means the director of community development or his or her designated representative.

“Erect” means to locate, construct, attach, suspend, affix or paint a sign.

“Factory-built home” means a residential building constructed in conformance with the State of California Factory-Built Housing Code. A factory-built home shall not be deemed to include a mobilehome or manufactured home as defined in this section.

“Family” means one (1) or more persons occupying a dwelling unit and living as a single housekeeping unit, and distinguished from a group occupying a boarding house, lodging house, motel, hotel, or fraternity or sorority house.

“Fence” means any structural device forming a physical barrier by means of wood, mesh, metal, chain, brick, stakes of plastic or similar materials. It includes a wall or gate used as a fence.

“Floor area” means the gross floor area bounded on all sides by the outside surface of exterior walls of all floors of all buildings, including hallways, stairways, utility rooms, storage rooms, any portion of attic and basement space over seven (7) feet in height, restrooms and attached garages, but excluding detached accessory buildings of less than two-hundred (200) square feet.

“Floor Area Ratio” or “FAR” means the allowed ratio of floor area to net lot area.

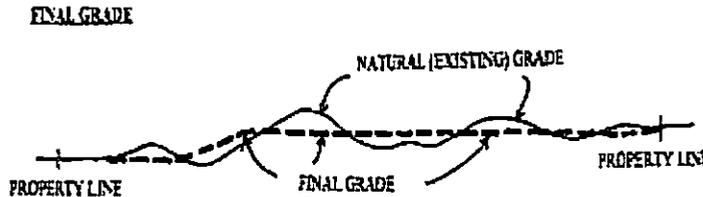
“Free-standing sign” means a sign which is independently supported in a fixed location and not attached to a building, fence or structure.

“Freeway” means a multi-lane divided highway for through-traffic with full control of access and with grade separations at all intersections and railroad crossings, and to which highway the owners of abutting lands have no right of easement or access to or from their abutting lands.

“Garage, Private” means an accessory building or portion of a main building designed for the storage and minor repairs or maintenance of self-propelled passenger vehicles, camping trailers or boats belonging to the owners or occupants of the site and their guests, or an enclosed area for the same use as a private parking area.

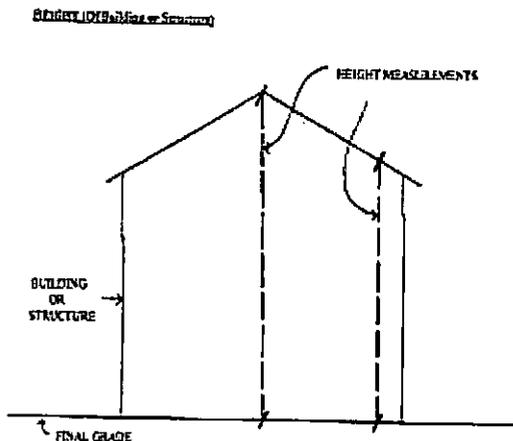
“General plan” means the adopted general plan of the city of Winters.

"Final grade" means the elevation of the finished surface of the ground, paving or sidewalk at any particular point on a property where grading has occurred in conjunction with development regulated by this title. (See following diagram.)



"Grading" means any activity related to the cutting, filling, compaction, storage or other movement of earth.

"Height" means the vertical distance of a building measured between the point where the final grade intersects a building or its foundation to the highest point of the building directly above that point. (See following diagram.)



"Holiday decorations" means traditional outdoor decorations of a nonadvertising nature which celebrate a nationally recognized holiday.

"Home occupation" means a commercial enterprise which is clearly incidental and secondary to the residential use of a property.

"Improvement" means a structural addition or modification to an existing structure, or addition of a structure to a property.

"Incomplete" means the status of an application following the city's request for additional information in order to complete the application and make an environmental determination. This status may be used by the city to freeze mandatory CEQA time frames while the applicant

responds to the request for additional information. This determination is usually documented by correspondence to the applicant.

“Independent review” means city evaluation of accuracy and completeness of any information submitted by outside consultants. May involve preliminary assessment of adequacy and/or feasibility.

“Kitchen - kitchenette” means any space used or intended or designed to be used for the storage, preparation and cooking of food, whether the cooking unit is permanent or temporary and portable, in conjunction with the establishment or use of a dwelling unit.

“Landscaping” means the minimum required percentage of the total lot area which must be landscaped. Landscaping may consist of planting and maintaining some combination of trees, ground cover, shrubs, vines, flowers and lawn, and may include natural or constructed features if they are an integral element to the overall landscape plan.

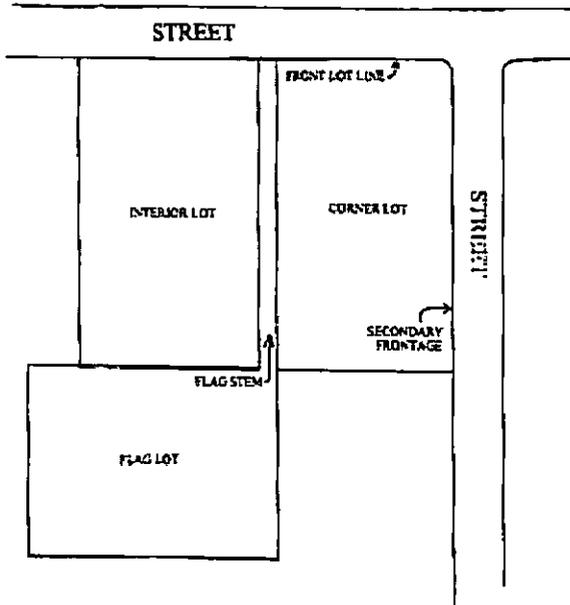
“Living quarters” means one or more rooms in a building designed for, intended for, or used by one or more individuals for living or sleeping purposes, with no cooking facilities.

“Loading space” means an off-street area which is suitable and usable for the temporary parking of commercial vehicles while loading or unloading merchandise or materials, which area abuts upon a street or alley or has other appropriate means of access to and from public roads, and which area is on the same lot as the building which the area serves or on a lot contiguous to a building or group of buildings which the site serves.

“Lot” means a site or parcel of land under single ownership which has been legally subdivided, resubdivided or merged.

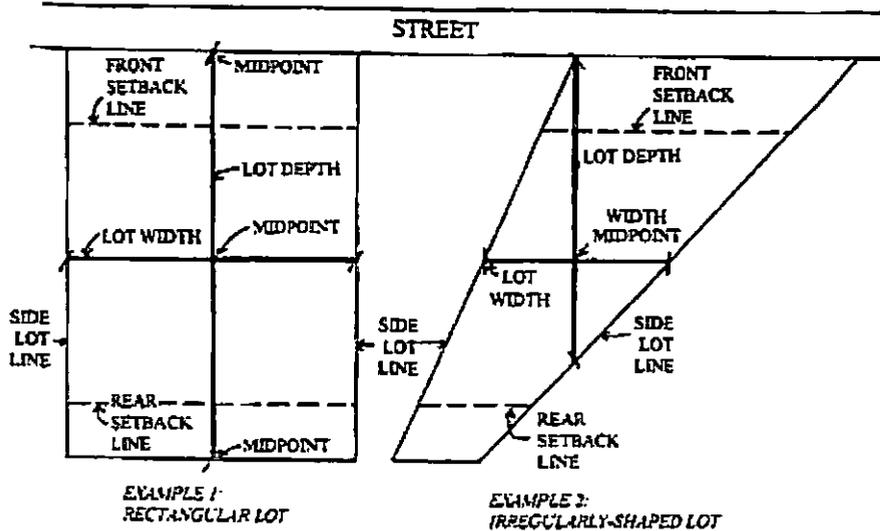
“Lot, Corner” means a lot abutting upon two (2) or more streets at their intersection or upon two (2) parts of the same street, the streets or parts of the same street forming an interior angle of less than one hundred thirty-five (135) degrees. (See following diagram.)

LOTS: Corner, Flag and Interior



“Lot depth” means the distance measured perpendicularly between the midpoint of the front property line and the rear property line. Where the configuration of a lot prevents measurement of the lot depth pursuant to this requirement, the lot depth shall be the longest possible straight-line distance measured perpendicular from a point on the front lot line towards the rear lot line. (See following diagram.)

LOT WIDTH AND DEPTH

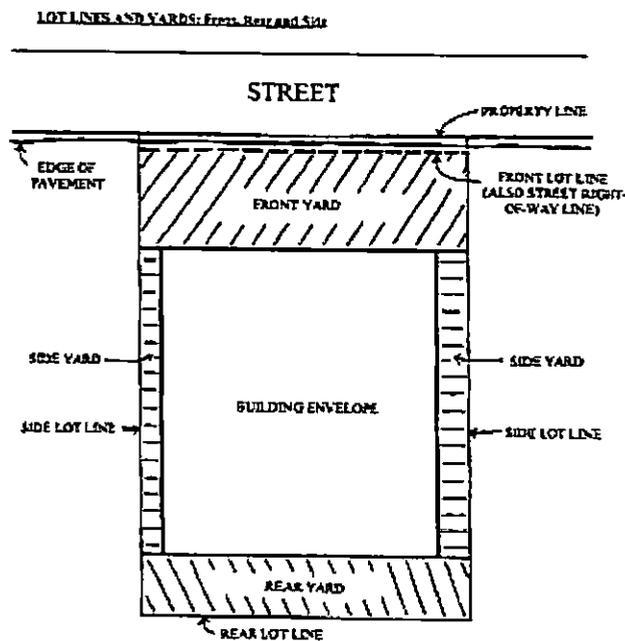


“Lot, Flag” means an interior parcel not having direct frontage to a public road or street, except for a narrow portion capable of being used solely for access purposes. The flag stem portion of the lot shall not be used for the purpose of meeting required yard setbacks or in the calculation of lot depth or net lot area. (See diagram under “Lot, Corner.”)

“Lot, Interior” means a lot, other than a corner lot, bounded by other lots and/or a street. (See diagram under “Lot, Corner.”)

“Lot lines” means the property lines bounding a lot.

“Lot line, Front” means, in the case of an interior lot, the lot line separating the lot from the street, edge of pavement or street right-of-way. In the case of a corner lot, the shorter street frontage shall constitute the front lot line, with the remaining portion of the lot with street frontage treated as secondary frontage for setback purposes. (See following diagram.)



“Lot line, Rear” means the lot line typically and approximately parallel to and most distant from the front lot line. (See diagram under “Lot Line, Front.”)

“Lot line, Side” means a lot line other than a front or rear lot line, typically and approximately perpendicular to a front and rear lot line. (See diagram under “Lot Line, Front.”)

“Lot area, Net” means the total horizontal area included within lot lines, excluding streets, alleys and vehicular easements or rights-of-way.

“Lot size, Minimum” means the minimum amount of net lot area required under this title.

“Lot, Through” means a lot having frontage on two (2) dedicated parallel or approximately parallel streets.

“Lot width” means the horizontal distance between the side lot lines measured perpendicular to the depth of the lot at a point midway in the building envelope (the area between the required front and rear yard setback lines). Where the configuration of a lot prevents measurement

pursuant to this requirement, the community development director shall determine the lot width. (See diagram under "Lot depth.")

"Manufactured home" means any structure transportable in one or more sections, which, in the traveling mode is eight (8) body feet or more in width, or forty (40) body feet or more in length, or, when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air conditioning, and electrical systems contained therein; except that such term shall include any structure which meets all the requirements of this paragraph except the size requirement and with respect to which the manufacturer voluntarily files a certification and complies with the standards established in the Manufactured Housing Construction and Safety Act of 1974 (42 U.S.C. Sec. 5401, et seq.).

"Marquee sign" means a sign which is suspended below a canopy or covered walkway and which projects perpendicular to the building or structure wall.

"Medical marijuana" means a product containing cannabis, including, but not limited to, concentrates and extractions, intended for use by medical cannabis patients in California pursuant to the Compassionate Use Act of 1996 (Proposition 215), found at Section [11362.5](#) of the Health and Safety Code. Cannabis as used in this definition shall have the meaning as set forth in subsection (f) of Section [19300.5](#) of the Business and Professions Code.

"Medical marijuana cooperative" involves two (2) or more persons collectively or cooperatively cultivating, using, transporting, possessing, administering, delivering, or giving away medical marijuana. It does not involve sale or gifts involving payment of money. Notwithstanding the prohibition in this code as to medical dispensaries, medical cannabis collectives and cooperatives formed in a manner consistent with California law and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008 shall be permitted to operate, provided they do not sell, exchange, trade, distribute or cultivate medical cannabis in a manner prohibited herein.

"Medical marijuana dispensary" means any facility or location, whether fixed or mobile, where medical marijuana is made available to, distributed by, or distributed to one or more of the following: (1) a qualified patient, (2) a person with an identification card, or (3) a primary caregiver. All three of these terms are defined in strict accordance with California Health and Safety Code Section [11362.5](#) et seq. A medical marijuana dispensary is further defined as any place, location, building or establishment where medical cannabis is traded, exchanged, sold, or distributed which would otherwise require a business license, home occupation permit or any other use permit to conduct similar type activities. Unless otherwise regulated by this code or applicable law, a "medical marijuana dispensary" shall not include the following uses: a clinic licensed pursuant to Chapter 1 of Division 2 of the Health and Safety Code, a health care facility

licensed pursuant to Chapter 2 of Division 2 of the Health and Safety Code, a residential care facility for persons with chronic life-threatening illnesses licensed pursuant to Chapter 3.01 of Division 2 of the Health and Safety Code, a residential care facility for the elderly licensed pursuant to Chapter 3.2 of Division 2 of the Health and Safety Code, a residential hospice, or a home health agency licensed pursuant to Chapter 8 of Division 2 of the Health and Safety Code, as long as any such use complies strictly with both applicable federal or state law, including, but not limited to, Health and Safety Code Section [11362.5](#) et seq. Currently, medical marijuana dispensaries are prohibited from opening and operating within any zone in the city of Winters. At such time as both federal and state law change to allow the operation of medical marijuana dispensaries, such dispensaries shall be then allowed only in a zone district designated for medical offices and only if consistent with the applicable provisions of this code and federal and state law.

“Ministerial” means an action or decision by the city involving little or no personal judgment by city staff as to the wisdom or manner of carrying out a project. Approval of a ministerial project merely requires application of the law, usually involving fixed standards or objective measurements.

“Mitigation monitoring and reporting program (MMRP)” or “program” means a comprehensive program adopted by the approving body prior to project approval pursuant to Public Resources Code Section [21081.6](#) and this title to ensure compliance with adopted or required changes to mitigate or avoid significant environmental effects.

“Mobilehome” means any standard make of trailer constructed and equipped in such a manner as to permit permanent occupancy thereof as living quarters for a family unit. In general, any trailer over twenty-five (25) feet in length may be considered a mobilehome; provided, that such trailer complies with all applicable laws and regulations controlling the design, construction, equipment or occupancy thereto. Mobilehomes are considered structures for the purpose of this chapter when they are parked in a mobilehome park. Small mobilehomes or trailers are defined as being five hundred (500) square feet or less in size, average mobilehomes or trailers as being five hundred one (501) to one thousand (1,000) square feet in size, and large mobilehomes or trailers as being more than one thousand (1,000) square feet in size.

“Mobile sign” means a sign which is designed to be moved or capable of being moved and not intended for permanent installation.

“Monitoring” means the function of implementing the MMRP by the city through the environmental coordinator.

“Nonconforming sign” means a sign which was lawful when erected but which does not presently conform to this title.

“Nonconforming use” means any use of land, buildings or structures which was lawful when established but which does not conform to subsequently established zoning regulations.

“Off-premise sign” means a sign which provides directions to general places, destinations and collections of uses.

“Official plan line” or “future right-of-way” means an officially established line defining the outer boundaries within which a public road right-of-way may be widened, constructed or extended and within which the construction of structures may be prohibited.

“On-premise sign” means a sign located on the same site as the specific business, product, use, etc., it advertises.

“Open space” means land which is available for outdoor recreational activities, passively or actively, for public or private use.

“Outdoor storage” means the stocking, parking, stacking or holding of goods, materials or equipment in the open or in a partially closed structure.

“Owner” means the person or persons holding legal title to, or recorded contract of purchase of, the property in question.

“Parking, Primary” means use of a parcel or lot exclusively for the temporary, daily or overnight off-street parking of passenger vehicles, whether as a public or private parking area, as necessary to serve some use on a separate legal parcel.

“Parking space” means an off-street covered or uncovered area for the parking of a motor vehicle.

“Paved” means an area which has been drained, graded, compacted, provided with adequate base and surfaced with asphaltic concrete at least two (2) inches thick, or equivalent, as determined by the city engineer, so as to provide a sufficient durable surface to render the area usable for the purpose specified under all normal weather conditions.

“Person” means any individual, firm association, partnership, joint venture, corporation or other entity, public or private in nature, including an instrumentality of this state or any political subdivisions of this state including the city; “person” shall also include any office, employee or agent of any of the foregoing.

“Planning commission” means a group of persons appointed or assigned by the city council to administer the general plan and the zoning ordinance; in this title the planning commission of Winters.

"Planning director" means the director of the community development and building department for the city.

"Principal residence" means the primary dwelling unit located on a residential lot that includes a secondary housing unit.

"Production housing" means construction of six (6) or more single-family residential units, where a set of base construction plans are utilized for more than one (1) residence.

"Program completion certificate" means a certificate issued by the environmental coordinator to certify completion of all or a designated phase of an adopted MMRP.

"Project" means any private or public agency project as defined in CEQA found at Public Resources Code Section [21000](#) et. seq.

"Projecting sign" means a sign, other than a wall or marquee sign, which is suspended from or supported by a building and which projects outward at a perpendicular angle.

"Recreational vehicle" means any trailer, motor home, camper or similar vehicle designed and intended for sleeping, traveling and recreational purposes.

"Remodel" means the alteration of all or a portion of an existing structure or building. Remodeling does not include the enclosure or construction of new building or structure square footage. (See also "Demolition.")

"Reporting" means the obligation of the applicant/developer to file periodic written reports on the status of mitigation/implementation under a project MMRP.

"Secondary housing (second residential unit)" means a dwelling unit attached or detached from principal permitted dwelling which provides complete and independent living facilities for a maximum of two (2) persons, including living, sleeping, eating, cooking and sanitation facilities, for rent but not for sale.

"Setback" means the required minimum distance that a building or structure must be located from a lot line, existing or proposed street or alley right-of-way or edge of pavement, whichever setback line may encroach furthest onto a lot.

"Setback, Front" means the minimum distance a building or structure must be set back from the front lot line.

"Setback line" means a line established by the provisions of this title to govern the placement of buildings or structures on a lot.

“Setback, Rear” means the minimum distance a building or structure must be set back from a rear lot line.

“Setback, Side” means the minimum distance a building or structure must be set back from a side lot line.

“Sign” means a writing, graphic (including colored background, pictorial representation, logo, trademark, symbol or banner) or any other figure of whatever material which is used to identify, announce, direct attention to, advertise or communicate a message, including standardized corporate and franchise graphic. “Sign” includes a sign structure except that the structure is not measured for purposes of determining sign area or height.

“Sign area” means the area in square feet of the smallest rectangle enclosing the total exterior surface of a sign. A double-faced sign shall be considered as a single-face sign for the purposes of determining sign area.

“Sign height” means the greatest distance between the top of the actual sign face and the final grade directly below it.

“Site coverage” means the percentage of a lot or site collectively covered by a roof, solid-surfaced deck or patio, paved driveway and parking areas, sports court/swimming pool or similar impervious improvements.

“Stable” means a detached accessory building for the shelter of horses or similar hoofed animals.

“Street line (right-of-way)” means the boundary between an existing or proposed street right-of-way and abutting property.

“Structure” means anything constructed or erected, the use of which requires a location on the ground, excluding swimming pools, driveways, patios or decks (where the driveway, patio or deck is not more than thirty (30) inches above final grade at any point), fences not exceeding a height of six (6) feet and retaining walls which do not exceed a height of three (3) feet, measured from the bottom of the wall where it intersects final grade to the top of the wall. See also “Building.”

“Temporary sign” means a sign which conforms to this title and is intended only for a short period of use as specified in this title.

“Trailer,” including “camp trailer” or “travel trailer” means any vehicle constructed in such a manner as to permit temporary occupancy thereof as sleeping quarters, i.e., camp trailer, or the conduct of any business, trade or occupation, or use as a selling or advertising device, or use for storage or conveyance for tools, equipment or machinery, and so designed that it is mounted

on wheels and may be used as a conveyance on highways and streets propelled or drawn by other motive power. Camp trailers are considered structures for the purposes of this chapter when they are parked in a trailer camp or park.

“Trailer camp,” “trailer park” or “mobilehome park” means any lot or part thereof, or any parcel of land, which is used or offered as a location for two (2) or more trailers or mobilehomes used for any of the residential purposes set forth under the definition of “Trailer” including “camp trailer” or “travel trailer.”

“Transient” means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement of whatever nature, for a period of thirty (30) consecutive calendar days, or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel/motel shall be deemed to be a transient if his or her actual total period of occupancy does not exceed thirty (30) days. Unless days of occupancy or entitlement are consecutive without break, then prior or subsequent periods of such occupancy or entitlement to occupancy shall not be counted when determining whether a period exceeds the stated thirty (30) calendar days.

“Unreasonable delay” means the delay of thirty (30) days or more by the applicant in providing requested information and/or required submittals, or failure to meet any of the time periods specified herein, or any time period as set by staff.

“Use” means the purpose for which either land or structure thereon is designed, arranged or intended, or which the land or structure thereon is or may be occupied or maintained.

“Use, Conditional” means use of land or structures thereon which requires approval of a conditional use permit by the planning commission or zoning administrator as indicated on the land use/zoning matrix.

“Use, Principal permitted” means the primary or main use of land or a main building, which use is compatible with the purpose of the zone. If a use is listed in a specific zone as a principal permitted use, it means that the owner, lessee or other person who has a legal right to use the land has a vested right to conduct the principal permitted use without securing special permission therein, as are generally applied to all uses in the zone.

“Utility services, Major” means large-scale public utilities typically requiring substantial commitment of land and/or having the potential of creating impacts on the surrounding area, such as sewer treatment plants, electrical substations and water storage/reservoirs.

Utility services, Essential” means the erection, construction, alteration or maintenance of minor public utilities such as minor underground or overhead gas, electrical, steam or other transmission or distribution systems or collection, communication, supply or disposal systems, including poles, wires, drains, sewers, pipes, conduits, cables, fire alarm boxes, police call

boxes, traffic signals, hydrants and other similar equipment and accessories in connection therewith, reasonably necessary for furnishing adequate services by such public utilities or municipal or other governmental agencies, or for the public health, safety or general welfare.

“Wall sign” means a sign which is erected, printed, painted, incorporated into, suspended from or otherwise affixed to a wall, awning, canopy, overhang or covered walkway of a building or structure in an essentially flat position or with the exposed face of the sign in a location parallel to the plane of the wall.

“Window sign” means a sign erected on a building window or a sign located indoors and within three feet of a window or building opening which is clearly visible and readable from a street or public place.

“Withdrawn” means the status of an application after an unreasonable delay has occurred.

“Yard” means an open space on the same site with a building, created by minimum setback requirements or which open space is unoccupied and unobstructed by buildings or structures from the ground upward and excluding therefrom any portion of any street, alley or road right-of-way.

“Yard, Front” means the area extending across the full width of the front of the lot measured from the front lot line, right-of-way line or edge of pavement (whichever encroaches furthest into a lot), to the required front yard setback line, measured perpendicular to the front lot line. The front yard of a corner lot means the yard adjacent to the shorter street frontage. (See diagram under “Lot Line, Front.”)

“Yard, Rear” means the area extending across the full width of the rear of the lot measured from the rear lot line to the required rear yard setback line, measured perpendicular to the rear lot line. The rear yard of a corner lot shall extend only to the side yard adjacent to the street (also rear setback). (See diagram under “Lot Line, Front.”)

“Yard, Side” means the area extending between the side lot line and the required side yard setback line, and located between the front yard and the rear yard of the lot. (See diagram under “Lot Line, Front.”)

“Zone” means a portion of the territory in the city within which territory certain uniform regulations and requirements or various combination thereof, apply pursuant to this title. “Zone” includes the word “district.”

b. Section 17.08.010 of the Municipal Code is hereby amended to read as follows:

17.08.010 Purpose and intent.

A use classification describes a land use or activity that may be appropriately included within that use classification. The community development director may determine that a specific use

is or is not within a use classification, whether or not it is named, and if its operational characteristics are substantially compatible or incompatible with those uses named within the classification.

c. Section 17.20.010 of the Municipal Code is hereby amended to read as follows:

17.20.010 Purpose and intent.

The purpose of a use permit is to allow the proper integration into the community of uses which may be suitable only in specific locations in a zone or only if the uses are designed or arranged out on the site in a particular manner.

d. Section 17.24.010 of the Municipal Code is hereby amended to read as follows:

17.24.010 Purpose and intent.

The purpose of a variance is to allow relief from the strict application of the provisions of this title where special circumstances, typically pertaining to the physical characteristics or location of a site, are such that the literal enforcement of the requirements of this title would involve practical difficulties or would cause hardship, and therefore would not carry out the spirit and purposes of this title.

e. Section 17.32.010 of the Municipal Code is hereby amended to read as follows:

17.32.010 Purpose and intent.

The purpose of a temporary activity permit is to allow for specified temporary uses of land or buildings in a manner which would not detrimentally impact the immediate area or otherwise create a public nuisance.

f. Section 17.36.010 of the Municipal Code is hereby amended to read as follows:

17.36.010 Purpose and intent.

It is the policy of the city to preserve and enhance the small-town qualities of Winters, to improve property values and to conserve the overall visual character of the community. Further, the design review process is intended to ensure that the location and configuration of structures and corollary site improvements are visually harmonious with their site and that of surrounding sites and structures. To implement these policies, the city requires design review for certain types of development or when development occurs in certain locations. The design review process may include an analysis of proposed architectural styles, construction materials, colors, site landscaping and similar development criteria. The Winters design guidelines shall be used as a basis for this review.

g. Section 17.48.010 of the Municipal Code is hereby amended to read as follows:

17.48.010 Purpose and intent.

In order to achieve the general plan goal “to promote the development of a cohesive and aesthetically pleasing urban structure for Winters,” the P-D overlay zone has been included within the scope of the zoning ordinance to allow for the maximum flexibility consistent with the minimum development standards within each underlying zone category.

h. Section 17.56.010 of the Municipal Code is hereby amended to read as follows:

17.56.010 Generally.

A. All buildings or structures or portions of structures developed or modified under the terms of this title shall comply with the development standards of Tables 3A, 3B and 4 (Lot Development Standards and Structure Setback Matrix).

B. Some developments within the city contain standards regulating issues such as building/structure height, yard setbacks, floor area ratio and fencing which may be less or more restrictive than the development standards contained within this section. Such individualized standards, typically prescribed by conditions of approval of the underlying subdivisions or planned developments, shall prevail over the standards contained within this section, except where, as determined by the community development director, application of standards unique to a particular development would be inconsistent with the general plan. In such cases, the community development director shall consult with the planning commission in determining if current standards from this title should be applied.

**Table 3A
LOT DEVELOPMENT STANDARDS**

ZONE	MAXIMUM FLOOR AREA RATIO	MAXIMUM SITE COVERAGE (%)	MAXIMUM STRUCTURE HEIGHT (In Feet)
A-1	N/A	N/A	45 nonresidential/30 residential
R-R	N/A	N/A	30
R-1	N/A	50 for single story 45 two or more stories	30

R-2	N/A	50 for single story 45 two or more stories	30
R-3	N/A	60	35
R-4	N/A	70	45
C-1	.40	N/A	30
C-2	2.0 ¹ /.60 ²	N/A	45
C-H	.40	N/A	45
O-F	.40	N/A	35
BIP	.40	N/A	35
M-1	.40	N/A	40
M-2	.40	N/A	50
PQP	.50	N/A	40
P-R	.20	N/A	25
O-S	.05	N/A	25
P-D	Per PD Plan	Per PD Plan	Per PD Plan

Footnotes:

1. 2.0 FAR for office and commercial uses.
2. 0.60 FAR for non-office and non-commercial uses.

The F.A.R. number is the maximum allowed for any combination of uses in a given zone.

Building height exceptions/modifications appear in Section [17.56.020\(A\)](#).

i. Section 17.58.010 of the Municipal Code is hereby amended to read as follows:

17.58.010 Purpose and intent.

The purpose of this chapter is to establish unique allowed use and development standards for properties within the downtown master plan area of Winters. These standards are intended to help preserve and protect the existing, historic, and distinctive character of the downtown by requiring new construction and remodels and existing development to complement the existing built environment. Through the application of these standards, the downtown will continue to be the pedestrian-oriented shopping, dining, entertainment, and living center of the greater Winters area.

j. Section 17.58.015 of the Municipal Code is hereby amended to read as follows:

17.58.015 Applicability.

A. **Applicability of Standards and Entitlement Review.** The downtown master plan area has been divided into downtown-A (D-A) and downtown-B (D-B). These districts are shown on the regulating plan (Figure 17.58-1). The standards of this chapter apply to all property zoned either downtown-A (D-A) or downtown-B (D-B). All qualifying projects under Section [17.36.020](#) (Requirements for design review) within the D-A or D-B zones shall be subject to design review prior to issuance of building permit. Additionally, those uses that require a conditional use permit as listed in Section [17.58.050](#) (Allowed use regulations) shall obtain a conditional use permit prior to establishment of the use.

The application of both the zoning district and the regulating plan (see Section [17.58.030](#) for definition) are described in more detail in Sections [17.58.020\(A\)](#) (Defining the Form-Based Code for Downtown) and [17.58.040](#) (Regulating plan and street typologies and standards). Generally, the zoning district designation (D-A or D-B) defines the character and allowed use provisions for the subject site while the regulating plan defines the development standards (setbacks, building typology, street standards).

B. **Applicability of Regulating Plan Standards.** Generally, the development standards applicable to a property shall be those for the respective zone (either D-A or D-B) and street frontage as reflected in the regulating plan. However, for those properties that face onto multiple street frontages (e.g., a corner lot or a double frontage lot), the following shall apply:

1. **Site Development.** The development standards applicable to the site shall be reflective of the individual sides of the lot. For instance, if a corner lot faces Street A and Street B, then that side of the lot facing Street A shall be developed consistent with the standards for Street A and the side facing Street B shall be developed consistent with the standards for Street B. At the corner, the design shall merge and unify the two (2) standards together such that:

a. The more restrictive setback requirement shall prevail on that side of the corner. For instance, if Street A has a five-foot build-to line and Street B has a zero (0)-foot build-to line, then that side facing Street A shall be located at the five (5)-foot build-to line and the side facing Street B shall be located at the zero (0)-foot build-to line (note: in this example, the building is not centered on the corner; this is consistent with the intent of this provision).

b. The more restrictive design standards shall prevail on that side of the corner, provided the two (2) standards are architecturally integrated together. For instance,

if Street A allows for a stoop frontage and Street B does not, a stoop may be developed along the Street A frontage, but at the corner the design of the building must architecturally transition into a frontage type that is allowed along Street B. The same shall be true for allowed building types, storefront regulations, sign types, and landscaping. Only those features allowed on that frontage may be developed on said frontage.

2. **Allowed Uses.** The least restrictive use provisions shall apply to the entire lot; provided, that the primary entrance for the use either faces the street with the least restrictive use regulations or (preferred) faces the intersection/street corner. For instance, if a corner lot faces Street A and Street B and Street A allows a particular use by right and Street B requires a conditional use permit for the same use, then the use shall be allowed by right on that lot provided the primary entrance to the use is located facing Street A or (preferred) facing the intersection/at the corner.

3. **Parking.** Parking requirements are generally based on the use of the building; however, where there is a conflict based upon street frontages, the more restrictive/higher parking ratio shall prevail (e.g., one and three-quarters [1.75] spaces per unit are required, not one and one-half [1.5] spaces per unit) across the entire site.

k. Section 17.58.030 of the Municipal Code is hereby amended to read as follows:

17.58.030 Definitions.

The following terms are used throughout the form-based code for downtown and are defined as follows:

“Build-to line (BTL)” means an urban setback dimension that delineates the maximum distance from the property line a front or street side building facade can be placed. Typically, build-to lines range from zero (0) feet to ten (10) feet.

“Building type” defines the type of structure based on massing, layout, and use. (See Section [17.58.060\(D\)](#) for further discussion.)

“Bulkhead” means the portion of a commercial facade located between the ground and the bottom of the street level display windows. It is typically constructed of stone, brick, or concrete.

“Expression line” is an architectural embellishment that delineates the end of the ground floor and the start of the second floor of a building.

“Facade” means the architecturally finished side of a building, typically facing onto a public right-of-way or street.

“Form-based code (FBC)” means a development code emphasizing the regulation of building form, scale, and orientation, rather than zoning and land use.

“Frontage line” means a lot line fronting a street, public right-of-way, paseo, plaza, or park.

“Regulating plan” designates building form and streetscape standards based on location, street hierarchy, and character. More specifically, it addresses how development interacts with the street and how the street is developed, and it defines the development standards (setbacks, building typology, street standards).

l. Section 17.76.010 of the Municipal Code is hereby amended to read as follows:

17.76.010 Purpose and intent.

The purpose of this chapter is to prescribe standards for landscaping and irrigation for the conservation and protection of property, the assurance of safety and security, the enhancement of privacy, the control of dust, the abatement or attenuation of noise, and the improvement of the visual environment. All new development shall provide landscaping in conformance with the standards contained in this chapter.

m. Chapter 17.96 of the Municipal Code is hereby amended in its entirety to read as follows:

**Chapter 17.96
ALCOHOLIC BEVERAGE ESTABLISHMENTS**

Sections:

- [17.96.010](#) Use permit required.
- [17.96.020](#) Definitions
- [17.96.030](#) Requirements for on-sale liquor establishments.
- [17.96.040](#) Minimum conditions for off-sale liquor establishments.
- [17.96.050](#) Nonconforming establishments/improvements.
- [17.96.060](#) Existing establishments selling alcoholic beverages (on-sale and/or off-sale).
- [17.96.070](#) Revocation of use permit.
- [17.96.080](#) One-day on-sale licenses.

17.96.010 Use permit required.

A. On or after the effective date of the ordinance codified in this title, a use permit must be obtained from the city for all on- and off-sale liquor establishments, with the exception of veterans clubs, listed fraternal organizations, and restaurants, as defined in Chapter [17.08](#). Existing on-sale and off-sale establishments not exempt from the provisions of this title must

obtain a use permit before substantially changing their mode or character of operation or requesting a new, more permissive liquor license.

B. A copy of the conditions of approval for the use permit must be kept on the premises of the establishment and posted in a place where it may readily be viewed by any member of the general public.

C. In making any of the findings required pursuant to this title, the planning commission, or city council on appeal, shall consider whether the proposed use will adversely affect the health, safety or welfare of area residents or will result in an undue concentration in the area of establishments dispensing, for sale or other consideration, alcoholic beverages, including beer and wine.

The planning commission, or city council on appeal, shall also consider whether the proposed use will detrimentally affect nearby residentially zoned community neighborhoods in the area, after giving consideration to the distance of the proposed use from the following:

1. Residential buildings;
2. Churches, schools, hospitals, public playgrounds and parks, convalescent homes, and other similar uses; and
3. Other establishments dispensing for sale, or other consideration, alcoholic beverages including beer and wine.

17.96.020 Definitions.

"On-sale liquor establishment" means any establishment wherein alcoholic beverages are sold, served or given away for consumption on the premises including but not limited to any facility which has obtained a California Department of Alcoholic Beverages Control license. Typical on-sale uses include, but are not limited to, the following establishments: bars, taverns, night clubs, wineries, wine tasting rooms, breweries or other private clubs. This definition shall not include restaurants as defined in Chapter [17.08](#), veterans' clubs, or the following fraternal organizations: Elks Club, Moose Club, Eagle Club, Lions Club, or Rotary Club. Fraternal organizations not listed may be exempt upon planning commission approval.

"Off-sale liquor establishment" means any establishment which is applying for or has obtained a liquor license from the California Department of Alcoholic Beverage Control, including Type 20 (off-sale beer and wine), Type 21 (off-sale general), for selling alcoholic beverages in an unopened container for the consumption off the premises. For purposes of this title, the definition of "off-sale liquor establishment" shall not include food markets, supermarkets, convenience markets, drugstores, or any establishment in which sales of alcoholic beverages constitute less than twenty (20) percent of total retail sales. Upon request, the owner/operator

shall submit evidence of total retail sales to the accounting department of the city for the purpose of verifying compliance with this chapter.

17.96.030 Requirements for on-sale liquor establishments.

- A. No on-sale liquor establishments shall be authorized or maintained within five hundred (500) feet of sensitive uses. Sensitive uses include schools (public and private); established churches or places of worship; hospitals, clinics, or other health care facilities; public parks, or playgrounds or other park or recreational uses; or another on-sale liquor establishment. There shall be no separation requirement between on-sale liquor establishments and a sensitive use within the regulating plan area for the form-based code for downtown as defined in Chapter [17.58](#). For the purposes of this section, distance shall be measured from the nearest entrance used by patrons of such establishments along the shortest route intended and available for public passage to the entrance of other such establishments, or to the nearest property line of any other sensitive use. Veterans' clubs, fraternal organizations and restaurants are excluded from the separation requirement of this section.
- B. Exterior lighting of the parking areas shall be kept at an intensity of at least one (1) foot candle of light on the parking surface during the hours of darkness.
- C. All establishments shall be required to have a public telephone listing.
- D. Special security measures such as security guards, robbery and burglar alarm systems may be required.
- E. The noise levels generated by the operation of such establishment shall not exceed fifty (50) dba during daytime and forty-five (45) dba during nighttime, on adjoining properties zoned for residential purposes.
- F. It shall be the responsibility of the applicant licensee to provide all staff with the training necessary to gain the knowledge and skills that will enable them to comply with their responsibilities under law. The knowledge and skills deemed necessary for responsible alcoholic beverage service include, but not limited to, the following topics and skills development:
 - 1. State laws relating to alcoholic beverages, particularly ABC and penal provisions concerning sales to minors and intoxicated persons, driving under the influence, hours of legal operation, and penalties for violations of these laws;
 - 2. The potential legal liabilities of owners and employees of businesses dispensing alcoholic beverages to patrons who may subsequently injure, harm or kill themselves or innocent victims as a result of the excessive consumption of alcoholic beverages;

3. The effects of alcohol on the body, and behavior, including how the effects of alcohol relate to the ability to operate a motor vehicle;
4. Methods for dealing with intoxicated customers and recognizing underaged customers. Methods for preventing customers from becoming intoxicated.

17.96.040 Minimum conditions for off-sale liquor establishments.

Off-sale liquor establishments shall not sell or store motor fuels on the same premises as alcoholic beverages, except upon the following conditions:

- A. No beer or wine shall be displayed within five (5) feet of the front door unless it is in a permanently affixed cooler.
- B. Exterior lighting of the parking lot shall be kept at an intensity of at least one (1) foot candle on the parking lot surface, so as to provide adequate lighting for patrons while not disturbing residential or commercial areas.
- C. Signs shall be posted both inside and outside the premises in conspicuous places, which state "It is unlawful for any person to sell, drink or consume beer, wine or other alcoholic beverage, as defined in Business and Professions Code Section [23004](#), in or upon the public streets, alley-ways or other public places in the city, including private parking lots held open to the public," Winters Municipal Code Section [9.08.010](#).
- D. No sale of alcoholic beverages shall be made from a drive-through window.
- E. No display or sale of alcoholic beverages shall be made from an ice tub, or similar container.
- F. Exterior public telephones that permit incoming calls may not be located on the premises.
- G. Adult magazines and all printed matter coming within the definition of Section [313](#) of the California Penal Code shall be located for sale only behind the counter and shall be stored in racks covered by modest panels.
- H. Litter and trash receptacles shall be located at convenient locations inside and outside the premises, and operators of such establishments shall remove trash and debris on a daily basis.
- I. Paper or plastic cups shall not be sold in quantities less than their usual and customary packaging.
- J. All establishments shall be required to have a public telephone listing.
- K. No off-sale liquor establishment shall be maintained within five hundred (500) feet of such consideration points as schools (public and private), established churches or other place of

worship, hospitals, convalescent homes, public parks, and playgrounds and/or other similar uses. The distance of five hundred (500) feet shall be measured between the nearest entrances used by patrons of such establishments along the shortest route to other establishments, or to the nearest property line of any of the above referenced consideration points. The separation requirement shall be reduced to two hundred (200) feet for operations located within the central business district.

L. The noise level generated by the operation of such establishments shall not exceed fifty (50) dba at daytime and forty-five (45) dba at nighttime on adjoining property zoned for residential purposes, and sixty-three (63) dba at daytime and forty-five (45) dba at nighttime for commercially zoned property.

M. Hours of operation of off-sale establishments may be restricted upon showing of good cause.

N. It shall be the responsibility of the applicant licensee to provide all staff with the training necessary to gain the knowledge and skills that will enable them to comply with their responsibilities under law. The knowledge and skills deemed necessary for responsible alcoholic beverage service shall include, but not be limited to the following topics and skills development:

1. State laws relating to alcoholic beverages, particularly ABC and penal provisions concerning sales to minors and intoxicated persons, driving under the influence, hours of legal operation, and penalties for violations of these laws;
2. The potential legal liabilities of owners and employees of businesses dispensing alcoholic beverages to patrons who may subsequently injure, kill or harm themselves or innocent victims as a result of the excessive consumption of alcoholic beverages;
3. The effects of alcohol on the body, and behavior, including how the effects of alcohol affect the ability to operate a motor vehicle;
4. Methods for dealing with intoxicated customers and recognizing underaged customers.

17.96.050 Nonconforming establishments/improvements.

Except as provided herein, establishments not conforming to the spatial requirements between establishment and referenced consideration points shall not be permitted to expand a structure or portion of structure as determined by the city's building and/or fire inspector. Ordinary repair and maintenance shall not be affected. Spatial requirements may be waived for establishments who wish to expand. Individual plans to expand a structure will be reviewed on a case-by-case basis by the planning commission, or city council on appeal, who will decide if the remodel or upgrade is in the best interest of the city.

17.96.060 Existing establishments selling alcoholic beverages (on-sale and/or off-sale).

A. Any establishment lawfully existing prior to the effective date of this section and licensed by the state of California for the retail sale of alcoholic beverages for on-site consumption, excepting restaurants and veterans clubs, and/or off-site consumption within the definitions of Section [17.96.040](#), shall obtain a use permit when: (1) the existing establishment changes its type of liquor license within a license classification and/or (2) there is a substantial change in the mode or character of operation. For purposes of this title "substantial change of mode or character of operation" shall include, but not limited to, expansion, a pattern of conduct in violation of other laws or regulations, a period of closure greater than six (6) months, or increased square footage of alcoholic beverage sales or inventory.

B. Any establishment which becomes lawfully established on or after the effective date of this section and licensed by the state of California for retail sale of alcoholic beverages for on-site and/or off-site consumption, shall obtain a modification of use permit when: (1) the establishment changes its type of liquor license within a license classification and/or 2) there is a substantial change in the mode or character of operations.

17.96.070 Revocation of use permit.

Use permits issued under this chapter shall be revocable pursuant to the terms of the zoning ordinance.

17.96.080 One-day on-sale licenses.

This chapter shall not apply to applications for one-day on-sale licenses pursuant to Business and Professions Code Section [24045.1](#) and requirements for a temporary activity permit pursuant to this title.

n. Section 17.100.010 of the Municipal Code is hereby amended in its entirety to read as follows:

17.100.010 Purpose and intent.

The purpose of this chapter is to prevent community-wide adverse economic impacts, increased crime, decreased property values, and the deterioration of neighborhoods which can result from the concentration of adult-oriented businesses in close proximity to each other or proximity to other incompatible uses such as private and public educational facilities for minors, places of religious assembly or worship, public parks and recreation areas, and residentially zoned districts or uses. The City Council finds that it has been demonstrated in various communities that the concentration of adult-oriented businesses causes an increase in the number of transients in the area, an increase in crime and blight, and also causes other businesses and residents to move elsewhere. It is, therefore, the purpose of this chapter to establish reasonable and uniform regulations to prevent the concentration of adult-oriented businesses or their close proximity to incompatible uses, while permitting the location of adult-oriented businesses in certain areas.

o. Section 17.100.015 of the Municipal Code is hereby added to read as follows:

17.100.015 Definitions.

For the purposes of this chapter, certain words and phrases used are defined as follows:

“Adult entertainment use” includes all of the following types of establishments:

“Adult bookstore” means a business which as a regular and substantial course of conduct offers for sale or rent books, magazines, periodicals or other printed matter or photographs, films, motion pictures, video cassettes, slides or other visual representatives whose dominant or predominant character and theme is the depiction or description of specified sexual activity or specified anatomical areas, as defined in this chapter.

1. As defined in this subsection, “regular and substantial course of conduct” shall be construed with reference to all relevant factors, including but not limited to the following:
 - a. The proportion of the business’ merchandise which depicts or describes specified sexual activity, specified anatomical areas or is a nonprescription, noncontraceptive sex-incitement device; and
 - b. The percentage of the business’ revenues which are attributable to the sale or rental of merchandise which depicts or specifies sexual activity, specified anatomical areas or is a nonprescription, noncontraceptive sex-incitement device.

“Adult entertainment business” means any business where any of the following conditions exist:

1. The business devotes or intends to devote more than twenty-five (25) percent of its retail inventory (not as measured by the number of items but rather by the cost to the business owner of the inventory) to merchandise whose dominant or predominant character and theme is specified sexual activities or specified anatomical areas, hereafter referred to as “sexually explicit”.
2. The business devotes or intends to devote more than twenty-five (25) percent of the retail floor area to sexually explicit merchandise.
3. The business has not segregated or intends not to segregate in one (1) location in the store all sexually explicit merchandise offered for sale, rental and/or viewing from the non-sexually explicit merchandise.
4. The retail value of sexually explicit inventory offered for sale in each category: (a) books; (b) magazines; (c) Beta videotapes for sale; (d) VHS videotapes for sale; (e) DVDs for sale; (f) Beta videos for rental; (g) VHS videos for rental; (h) DVDs for rental;

(i) novelties; (g) on-premises viewing of images, films and/or videos exceeds or is expected to exceed twenty-five (25) percent if the total retail value of inventory offered for sale in each category.

5. Gross revenue derived from sexually explicit inventory in any particular category (see subdivision 4 above) of inventory exceeds or is expected to exceed twenty-five (25) percent of the total gross revenue for that category.

6. The business advertises (either free or paid for advertisements) in a manner that identifies the business as having sexually explicit merchandise for sale, rental and/or viewing.

7. Any business which offers or advertises sexually explicit merchandise in any of the above categories (see subdivision 4 above), and which fails to make available to the city for inspection and copying all records of revenue on request after reasonable notice not less than twenty-four (24) hours.

8. Any business that is an adult entertainment use based on any of the above conditions may make an application for an exception. Such an application shall be made to the zoning administrator and shall specify all facts supporting the exception and shall have attached to it all supporting documentation.

“Adult hotel” means any hotel which as a regular and substantial course of conduct provides, through closed-circuit television or other media, material which is distinguished or characterized by an emphasis on matter depicting or describing specified sexual activity or specified anatomical areas, as defined in this chapter.

“Adult motion picture theater” means an enclosed building and/or drive-in motion picture theater which is open to the public and which, as a regular course of conduct, is used for presenting filmed or videotaped materials whose dominant or predominant character and theme are the depiction or display of specified sexual activity or specified anatomical areas, as defined in this chapter, for observation by six (6) or more patrons of such use at any one (1) time.

1. As defined in this subsection, “regular and substantial course of conduct” shall be construed with reference to all relevant factors, including but not limited to the following:

a. The proportion of the theater’s films which depict specified sexual activity or specified anatomical areas;

b. The number of films depicting or displaying specified sexual activity or specified anatomical areas which are shown at the theater each week, each weekend or each month;

- c. The nature of the films which receive top billing on the theater's marquee or in its advertising; and
- d. The proportion of the theater's revenue which is attributable to the showing of films depicting or displaying specified sexual activity or anatomical areas.

"Adult picture arcade" means any business wherein, as a regular course of conduct, coin or slug-operated or electronically, electrically or mechanically controlled still or motion picture machines, projectors, television sets or other image producing devices are used to display images to five (5) or fewer persons per machine at any one (1) time, and which images have as a dominant or predominant character and theme the display or depiction of specified sexual activity or specified anatomical areas.

- 1. As defined in this subsection, "regular and substantial course of conduct" is construed with reference to a number of factors, including, but not limited to the following:
 - a. The proportion of the business' movies, shows, pictures and images which have as their predominant theme the display or depiction of specified sexual activity or specified anatomical areas; and
 - b. The proportion of the business' revenue which is attributable to the showing of pictures depicting or displaying specified sexual activity or specified anatomical areas.

"Bathhouse" means an establishment which as a regular and substantial course of conduct provides, for a fee or other consideration, access to any kind of bath facility, including showers, saunas and hot tubs. This definition does not include a bona fide athletic club, health club, school, gymnasium, reducing salon or similar establishment where baths or hydrotherapy are offered as incidental or accessory services.

"Massage" means manipulation of tissues (as by rubbing, kneading or tapping) with the hand, body or other instrument.

"Massage parlor" means any establishment having a fixed place of business where any person engages in or carries on, or permits to be engaged in or carried on, any activity set forth in the definition of "massage" in Chapter [17.04](#). Any establishment engaged in, carrying on, or permitting any combination of massage and bathhouse shall be deemed a massage parlor.

"Modeling studio" means a business which provides as a regular and substantial course of conduct, for a fee or other consideration, figure models who display specified anatomical areas to be observed, sketched, photographed, painted, sculptured or otherwise depicted by persons

paying such consideration. "Modeling studio" does not include schools maintained pursuant the standards set by the State Board of Education.

"Nude dancing theater" means and building or structure which as a regular and substantial course of conduct is used for the presentation of live dancing or modeling, the dominant or predominant character and theme of which are the display of specified sexual activity or specified anatomical areas, as defined in this chapter, and to which the public is permitted or invited.

"Sexual encounter center" means a business which as a regular and substantial course of conduct provides two (2) or more persons, for pecuniary compensation, consideration, hire or reward, with a place to assemble the purpose of engaging in specified sexual activity or displaying specified anatomical areas. "Sexual encounter center" does not include hotels or motels.

"Establishment of an adult entertainment use" means and includes the opening of such a business as a new business, the relocation of such a business or the conversion of an existing use to any adult entertainment use.

"Specified anatomical areas" means and includes, and is limited to, the following:

1. Less than completely and opaquely covered human genitalia, pubic region, buttocks and female breasts below the top of the areola; and/or
2. Human male genitalia in a discernibly turgid state, even if completely or opaquely covered.

"Specified sexual activity" means and includes, and is limited to the following:

1. Actual or simulated genital or anal sexual intercourse;
2. Oral copulation;
3. Bestiality;
4. Direct physical stimulation of unclothed genitals;
5. Masochism;
6. Erotic or sexually-oriented torture, beating or the infliction of pain; or
7. The use of excretory functions in the context of a sexual relationship.

p. Section 17.108.010 of the Municipal Code is hereby amended to read as follows:

17.108.010 Purpose and intent.

The purpose and intent of this chapter is to help preserve and protect historic buildings and structures, cultural resources, landmarks, natural feature and other resources of historical significance through the application of the regulations contained in this chapter.

q. Section 17.108.015 of the Municipal Code is hereby added to read as follows:

17.108.015 Definitions.

“Alteration” means any exterior change or modification, through public or private action, of any cultural resource or of any property located within a historic district including, but not limited to, exterior changes to or modification of structure, architectural details or visual characteristics such as grading, surface paving, new structures, cutting or removal of trees and other natural features, disturbance of archeological sites or areas, and the placement or removal of any exterior objects such as signs, plaques, light fixtures, street furniture, walls, fences, steps, plantings and landscape accessories affecting the exterior visual qualities of the property.

“Cultural resource” means improvements, buildings, structures, signs, features, sites, places, areas or other areas of scientific, aesthetic, educational, cultural, archeological, agricultural, religious, ethnic, architectural, or historical significance to the citizens of the city, or the state of California, or the nation.

“Designated site” (historic site, cultural resource site, landmark site) means a parcel or part thereof on which a cultural resource is situated, and any abutting parcel or part thereof constituting part of the premises on which the cultural resource is situated, and which has been deemed a designated site pursuant to this chapter.

“Designated structure” (landmark, cultural resource, historic structure) means any improvement that has special historical, cultural, aesthetic or architectural character, interest or value as part of the development, heritage or history of the city, the state of California, or the nation and that has been designated pursuant to this chapter.

“Exterior architectural feature” means the architectural elements embodying style, design, general arrangement and components of all of the outer surfaces of an improvement, including but not limited to the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

“Historic district” means any area containing improvements which have a special character, historical interest or aesthetic value or which represent one or more architectural periods or

styles typical to the history of the city, and which improvements constitute a distinct section of the city that has been designated a historic district pursuant to this chapter.

“Improvement” means any building, structure, place, parking facility, fence, gate, wall, work of art or other object constituting a physical betterment of real property, or any part of such betterment.

“Natural feature” means any tree, plant life, geographical or geological site or feature subject to the provisions of this chapter.

“Object” means a material thing of functional, aesthetic, cultural, symbolic, archeological, religious, ethnic, agricultural or scientific value, usually by design or nature movable.

“Potential cultural resource” means an improvement, object or natural feature which may be nominated for consideration by the commission and may be designated under the condition that either: (1) more research becomes available regarding its eligibility; or (2) the resource is restored to its original condition; or (3) the resource is one of the few remaining examples in the city of its type.

“Preservation” means the identification, study, protection, restoration, rehabilitation or enhancement of cultural resources.

“Secretary of the Interior Standards for Rehabilitation” means the guidelines prepared by the National Park Service for Rehabilitating Historic Buildings and the Standards for Historic Preservation Projects prepared by the National Park Service with Guidelines for Applying the Standards.

“Significant feature” means the natural or man-made elements embodying style or type of cultural resource, design, or general arrangement and components of an improvement, including but not limited to, the kind, of the building materials and type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

r. Section 17.112.010 of the Municipal Code is hereby amended to read as follows:

17.112.010 Purpose and intent.

This chapter shall provide for the conversion of projects where ownership of existing buildings is subdivided, whether such subdivision involves residential to commercial/industrial or commercial/industrial to commercial/industrial, and whether such conversion is to condominium, as defined in Section 1350 of the Civil Code, to community apartment projects, as defined in Section 11004 of the Business and Professions Code, or to stock cooperatives, as defined in Section 11003.2 of the Business and Professions Code.

This chapter recognizes that a conversion is different from new construction in that the owners of a unit in a conversion take responsibility for a building built under standards that may be less stringent than those that are currently required, and existing tenants may be displaced by a conversion. A conversion also differs from a leased or rental property in that the unit owner assumes long-term responsibility for the unit owned, for the common areas of the project, and the higher level of economic cost required to own instead of rent.

The intent of this chapter is to provide increased options for commercial development and business ownership opportunities. The further intent of this chapter is to mitigate the hardship caused by displacement of commercial tenants; and to assure that conversion projects maintain long-term economic value for the owner.

Therefore, such conversions shall be permitted, provided that they shall comply with the standards set forth in this chapter for the class of conversion proposed and all other applicable laws.

s. Section 17.112.020 of the Municipal Code is hereby amended to read as follows:

17.112.020 Definitions.

The following definitions pertain to this chapter related to condominium conversions and new construction:

“Applicant” means the owner(s) or subdivider(s) with a controlling interest in the proposed project, and any successors in interest.

“Association” means the organization created to own, lease, manage, maintain, preserve and control the lots, parcels or areas of a project, or any portions thereof or interests therein owned in common by the owners of the separately owned condominium units.

“Commercial condominium project” means a commercial condominium project intended for commercial occupancy.

“Common area” means an entire condominium project excepting all units therein.

“Condominium” means and includes:

1. “Condominium” as defined by Section [783](#) of the Civil Code;
2. “Community apartment project” as defined by Section [11004](#) of the Business and Professions Code;

3. "Stock cooperative" as defined by Section [11003.2](#) of the Business and Professions Code; and
4. "Planned development" as defined by Section [11003](#) of the Business and Professions Code.

The term "condominium" specifically includes, but is not limited to, the conversion of any existing structure for sale pursuant to a method described in subsections 1 through 4 of this definition.

"Condominium conversion" or "conversion" means a change in the ownership of a parcel or parcels of property, together with structures thereon, whereby the parcel or parcels and structures previously used as rental units are changed to condominium ownership. Condominium conversion includes projects which have previously obtained final map approval, but have not proceeded to sell any of the units.

"Condominium project" or "project" includes the real property and any structures thereon, or any structures to be constructed thereon, which are to be divided into condominium ownership.

"Condominium unit" or "units" means the individual spaces within a condominium project owned as individual estates.

"Eligible tenant" means any tenant who was a resident of the condominium project proposed for conversion on the date notice of intent to convert is given as required by state law.

"Notice of intent to convert" means the notice required to be served upon tenants or prospective tenants pursuant to the requirements of Section 66427.1, 66452.8, 66452.9 or 66459 of the Subdivision Map Act. The definition includes both sixty (60) and one hundred eighty (180) day notices as further defined in the applicable section.

"Special category tenants" refers to persons or tenants who fall within one or more of the following categories:

1. "Elderly" means individuals sixty-two (62) years of age or older;
2. "Handicapped" or "permanently disabled" means as defined in Section [50072](#) of the California Health and Safety Code or 42 U.S.C. 423 and 24 CFR 8.3;
3. "Low income" or "very low income" means as defined in Section 17.200.020.

t. Section 17.116.010 of the Municipal Code is hereby amended to read as follows:

17.116.010 Purpose and intent.

The sidewalk cafe regulations as established in this chapter are intended to encourage the establishment of sidewalk cafes in the city of Winters, to provide for the creation of a more urban pedestrian environment, and to promote and protect the public health, safety, and general welfare. These goals include among others the following specific purposes:

- A. To encourage and promote sidewalk cafes as visual amenities which in turn intensify pedestrian activity and make street life more attractive;
- B. To enhance the character of the city of Winters; and
- C. To ensure adequate space for pedestrians on the sidewalk adjacent to sidewalk cafes.

u. Section 17.120.010 of the Municipal Code is hereby amended to read as follows:

17.120.010 Purpose and intent.

It is the purpose and intent of the Winters city council, through the adoption of this chapter, to establish an abandoned or vacant property registration program as a mechanism to protect neighborhoods and commercial areas from becoming blighted through the lack of adequate maintenance and security of abandoned and vacated properties.

v. Section 17.120.020 of the Municipal Code is hereby amended to read as follows:

17.120.020 Definitions.

For the purposes of this chapter, certain words and phrases used in this chapter are defined as follows:

“Abandoned” means a property that is vacant and is: (A) under a current notice of default; (B) under a current notice of trustee’s sale; (C) pending a tax assessor’s lien sale; (D) any property that has been the subject of a foreclosure sale where the title was retained by the beneficiary of a deed of trust involved in the foreclosure; and (E) any property transferred under a deed in lieu of foreclosure/sale.

“Accessible property” means a property that is accessible through a compromised/breached window, gate, fence, wall, etc.

“Accessible structure” means a structure/building that is unsecured and/or breached in such a way as to allow access to the interior space by unauthorized persons.

“Beneficiary” means a lender or holder of a note secured by a deed of trust.

“Beneficiary/trustee” means both the beneficiary and the trustee. When any act is required of the beneficiary/trustee by this chapter, both are responsible for performing such act and may be charged with a violation of this code for failure to act. However, it is sufficient if it is accomplished by either one. If information is required to be provided, then both must provide such information.

“Deed in lieu of foreclosure/sale” means a recorded document that transfers ownership of a property from the trustor to the holder of a deed of trust upon consent of the beneficiary of the deed of trust.

“Deed of trust” means an instrument by which title to real estate is transferred to a third party trustee as security for a real estate loan and often used in California instead of a mortgage. This definition applies to any and all subsequent deeds of trust, i.e., second trust deed, third trust deed, etc.

“Distressed” means a property that is under a current notice of default and/or notice of trustee’s sale and/or pending tax assessor’s lien sale or has been foreclosed upon by the trustee or has been conveyed to the beneficiary/trustee via a deed in lieu of foreclosure/sale.

“Evidence of vacancy” means any condition that on its own or combined with other conditions present would lead a reasonable person to believe that the property is vacant and not occupied by authorized persons. Such conditions include, but are not limited to, overgrown and/or dead vegetation, accumulation of newspapers, circulars, flyers and/or mail, past due utility notices and/or disconnected utilities, accumulation of trash, junk and/or debris, the absence of window coverings such as curtains, blinds and/or shutters, the absence of furnishings and/or personal items consistent with residential habitation, and statements by neighbors, passersby, delivery agents, or government employees that the property is vacant.

“Local” means within thirty (30) road/driving miles distant of the subject property.

“Notice of default” means a recorded notice that a default has occurred under a deed of trust and that the beneficiary intends to proceed with a trustee’s sale.

“Out of area” means in excess of thirty (30) road/driving miles’ distance of the subject property.

“Property” means any unimproved or improved real property, or portion thereof, situated in the city and includes the buildings or structures located on the property regardless of condition.

“Responsible person” means any person, partnership, association, corporation, or fiduciary having legal or equitable title to or any interest in any real property and includes trustees and beneficiaries of a deed of trust on the property and any other lien holder on the property.

“Securing” means such measures as may be directed by the director of community development, or his or her designee, that assist in rendering the property inaccessible to unauthorized persons, including but not limited to the repairing of fences and walls, chaining or padlocking of gates, or the repair or boarding of doors, windows and/or other openings. Boarding shall be completed to a minimum of the current HUD securing standards at the time the boarding is completed or required.

“Trustee” means the person, firm or corporation holding a deed of trust on a property.

“Trustor” means a borrower under a deed of trust, who deeds property to a trustee as security for the payment of a debt.

“Vacant” means a building/structure that is not occupied by authorized persons.

w. Section 17.122.020 of the Municipal Code is hereby amended to read as follows:

17.122.020 Definitions.

For the purposes of this chapter, the following word shall have the meaning respectively ascribed to it in this section.

“Single room occupancy” means a facility providing six (6) or more dwelling units where each unit has a minimum floor area of one hundred fifty (150) feet and a maximum floor area of four hundred (400) square feet. These dwelling units may have kitchen or bathroom facilities and shall be offered on a monthly basis or longer.

x. Section 17.123.020 of the Municipal Code is hereby added to read as follows:

17.123.020 Definitions.

“Farmworker” means the same as “agricultural employee” as defined in Section [1140.4\(b\)](#) of the California Labor Code.

“Farmworker dwelling unit” means a single-family residential unit occupied by a maximum of six farmworkers at any one time.

“Farmworker housing” means a housing accommodation developed for and/or provided to farmworkers and shall consist of any living quarters, dwelling, boarding house, tent, barracks, bunkhouse, maintenance-of-way car, mobile home, manufactured home, recreational vehicle, travel trailer, or other housing accommodation maintained in one (1) or more buildings and on one (1) or more sites. Farmworker housing shall consist of either a farmworker dwelling unit or a farmworker housing complex.

“Farmworker housing complex” means farmworker housing other than a farmworker dwelling unit that (1) contains a maximum of thirty-six (36) beds if the housing consists of any group living quarters, such as barracks or a bunkhouse, and is occupied exclusively by farmworkers; or (2) contains a maximum of twelve (12) residential units occupied exclusively by farmworkers and their households, if the housing does not consist of any group living quarters.

- o. Section 17.200.020 of the Municipal Code is hereby amended to read as follows:

17.200.020 Definitions.

“Affordable housing” means affordable sales housing or affordable rental housing. Affordable housing focuses on moderate, low and very low income households as defined herein and by state statute.

“Affordable housing steering committee” means an advisory committee appointed by the city council for the purpose of advising the city council, planning commission, community development agency and city staff on affordable housing policies and programs, use of redevelopment housing funds, proposed affordable housing projects, and other housing matters, at the request of the city council.

“Inclusionary housing agreement” means an agreement between the developer and the city setting forth the manner in which the inclusionary housing requirements will be met in the development project.

“Inclusionary housing plan” means the plan setting forth the manner in which the developer proposes to satisfy the inclusionary housing requirements of this chapter within the development project.

“Inclusionary housing requirement” means the inclusionary housing requirements as specified in this chapter.

“Inclusionary housing unit” or “inclusionary unit” means an ownership or rental unit developed or provided in satisfaction of the inclusionary housing requirements of a development project, as provided for in this chapter, and which is affordable to very low, low income or moderate income households.

“Low income household” means a household whose income does not exceed eighty (80) percent of median income applicable to Yolo County, adjusted for family size, as published and annually updated by the United States Department of Housing and Urban Development.

“Moderate income household” means a household whose income does not exceed one hundred twenty (120) percent of median income applicable to Yolo County, adjusted for family size, as

published and annually updated by the United States Department of Housing and Urban Development.

“Very low income household” means a household whose income does not exceed fifty (50) percent of the median income, adjusted for household size, applicable to Yolo County, as published and periodically updated by the United States Department of Housing and Urban Development.

4. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid, or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

5. Effective Date. This ordinance shall take effect thirty (30) days following its adoption.

6. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

INTRODUCED at a regular meeting on the ____ day of _____, 2016 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the ____ day of _____, 2016 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Cecilia Aguiar-Curry, Mayor

Nanci G. Mills, City Clerk



TO: Honorable Mayor and Council Members
DATE: November 1, 2016
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: David Dowswell, Community Development Department 
SUBJECT: Various Zoning Text Amendments to Title 19 (Code Enforcement), of the Winters Municipal Code

RECOMMENDED CITY COUNCIL ACTION

Waive the second reading and adopt Ordinance No. 2016-11 amending Title 19 (Code Enforcement) of the Winters Municipal Code.

BACKGROUND:

On October 18, 2016 the City Council voted unanimously to approve the ordinance replacing the existing Chapter 19, Code Enforcement, with a new Chapter 19 entitled Nuisance Abatement. At the hearing Councilmember Anderson asked if the definition of "Inoperative" applied to vehicles parked on private property. As written, it only applies to vehicles parked or moving on public streets or highways. Staff indicated before the second reading we would review Chapter 8.08 of the Municipal Code that deals with Abandoned Vehicles to make sure there was not anything in this chapter that conflicted with the definition of "Inoperative".

Staff Chapter 8.08 of the Municipal Code and found nothing in this chapter that conflicted with definition of "Inoperative" in the proposed Nuisance Abatement ordinance.

DISCUSSION:

The proposed amendments to the Nuisance Abatement regulations are designed to clarify what is a “nuisance”, the process for an appeal of an administrative action and to allow for the city to recover city attorney costs if the nuisance ultimately ends up in court.

ATTACHMENTS

- A) Ordinance 2016-11, Nuisance Abatement Amendments

ORDINANCE NO. 2016-11

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WINTERS
AMENDING VARIOUS SECTIONS OF TITLE 17 (ZONING ORDINANCE) OF
THE WINTERS MUNICIPAL CODE**

The City Council of the City of Winters, State of California, does hereby ordain as follows:

1. Purpose. The purpose of this ordinance is to amend various sections of Title 17 involving mostly formatting, removal of duplicative language and amending Table3A in Chapter 17.56 by increasing from 30 to 45 feet the maximum allowable structure height permitted in the Highway Service Commercial (C-H) Zoning District.

2. Authority. The City of Winters has authority to adopt this ordinance pursuant to the general police power granted to cities by Article 11, Section 7 of the California Constitution.

3. Amendments to Title 19 of the Municipal Code are hereby amended as follows:

a. Chapter 19 of the Municipal Code is hereby amended in its entirety to read as follows:

Title 19

NUISANCE ABATEMENT

Chapter 19.04. Nuisance Abatement in General

Sections

19.04.010	Short title.
19.04.020	Definitions.
19.04.030	Nuisance and nuisance conditions defined.
19.04.040	Nuisance unlawful.
19.04.050	Property owner responsibilities.
19.04.060	Relationship of parts of chapter.
19.04.070	Relationship to uniform codes.
19.04.080	Relationship to remainder of City Code.
19.04.090	Attorneys' fees.
19.04.100	Severability.

Chapter 19.06. Nuisance Abatement Procedure

19.06.010	Notice to abate nuisance conditions.
19.06.020	Manner of conducting abatement hearing.
19.06.030	Issuance of decision findings and order.
19.06.040	Appeal of decision.
19.06.050	Abatement by enforcement officer if nuisance is not abated.
19.06.060	Abatement by owner/responsible party.
19.06.070	Liability for administrative costs.
19.06.080	Report of abatement costs.

- 19.06.090 Appeal of abatement costs.
- 19.06.100 Manner of conducting the appeal hearing of abatement costs before the hearing officer.
- 19.06.110 Hearing officer's decision of appeal hearing of abatement costs.
- 19.06.120 Assessment of abatement costs.
- 19.06.130 Manner of collection of notice of lien.

Chapter 19.08. Summary Abatement

- 19.08.010 Summary abatement.

Chapter 19.10. Administrative Citations

- 19.10.010 Title of article and authority.
- 19.10.020 Applicability.
- 19.10.030 Entry and inspection.
- 19.10.040 First offense warning.
- 19.10.050 Administrative citation.
- 19.10.060 Amount of fines.
- 19.10.070 Payment of the fine.
- 19.10.080 Hearing request.
- 19.10.090 Deposit waiver.
- 19.10.100 Hearing procedure.
- 19.10.110 Hearing officer's decision.
- 19.10.120 Late payment penalties and interest.
- 19.10.130 Recovery of administrative citation fines and costs.
- 19.10.140 Right to judicial review.
- 19.10.150 Notices.

Chapter 19.12. Judicial Review

- 19.12.010 Right of judicial review.

Chapter 19.04. Nuisance Abatement in General

19.04.010 Short title.

This chapter may be cited as "the nuisance abatement ordinance."

19.04.020 Definitions.

Except as otherwise provided in the other articles of this chapter, the following words, terms and phrases used in this chapter are defined as set forth in this section:

"Abate" means, but is not limited to, modifying, repairing, replacing, removing, securing, locking, demolishing, or otherwise remedying the condition in question by such means and to such extent as necessary.

"Building" means any structure (including but not limited to any house, garage, duplex, apartment, condominium, stock cooperative, mobile home or other residential buildings or associated accessory structures) and any commercial, industrial or other establishment, warehouse, kiosk, sign or other structure affixed to or upon real property used as a dwelling or for the purpose of conducting a business, storage or any other activity.

“Building Code” means the California Building Code, adopted by reference by the City as modified pursuant to Chapter 15.08 of the Winters Municipal Code.

“City” means the City of Winters.

“City Council” means the City Council of the City.

“Code” means the Winters Municipal Code.

“Compliance date” means the date requested for correction of the violation(s) prior to the imposition of any administrative fines or penalties.

“Day” means calendar day.

“Enforcement officer” means either the Building Official, City Engineer, Community Development Director, Public Works Director, Fire Chief or Police Chief of the City, or their designees, or the Code Compliance Technician when such persons have been delegated in writing the authority to enforce and administer the particular provisions of this chapter at issue in a particular matter.

“Fire Code” means both the California Fire Code adopted by reference by the City as modified pursuant to Chapter 15.20 of the Winters Municipal Code.

“Garbage” means and includes kitchen and table refuse, offal, swill and also every accumulation of animal and vegetable refuse, and other matter that attends the preparation, consumption, decay or dealing in or storage of meats, fish, fowl, birds, fruits or vegetables. Food slops or liquids, when placed in a plastic liner within the garbage container, shall be considered as garbage waste. Garbage waste shall also include cans, bottles, containers, wrappings and packaging materials soiled with foods and waste material. It also includes crockery, bottles, tin vessels, ashes and all refuse, save and excepting as defined as rubbish.

“Graffiti” means the unauthorized letters, words, symbols, figures and marks placed on buildings and objects on private property, public property or the public right-of-way by using paint or marking with ink, chalk, crayon, dye or other similar substances, or by cutting or scraping with any tool or instrument.

“Habitable” means that a building, premises or property is suitable for occupancy per the standards set forth in the codes referenced in this chapter and/or those codes utilized by the City in the normal course of government operations.

“Hearing officer” means a hearing officer appointed by the City to conduct hearings pursuant to this chapter. The hearing officer may be a city employee, but in that event the hearing officer shall not have had any responsibility for the investigation, prosecution or enforcement of this chapter and shall not have had any personal involvement in the proceeding to be heard within the past twelve (12) months or possess any disqualifying interest in the outcome of the proceeding. No hearing officer shall be compensated or evaluated, directly or indirectly, based upon the outcomes of any hearing.

“Industrial waste” means all liquid or solid waste substances, except sewage, from any production, manufacturing, processing or packaging operation.

“Inoperative” means any vehicle that (1) cannot be immediately started and driven under its own power on the streets and highways, (2) is in an unsafe condition, or (3) is in any other condition specified in the California Vehicle Code which prohibits its placement and/or movement on the

public streets or highways. This includes any vehicles, including trailers or vessels, not currently registered for operation on the public streets, highways or waterways.

“Lodging house” means any building or portion thereof containing not more than five (5) guest rooms where rent is paid in money, goods, labor or otherwise. For the purposes of this chapter a single-family dwelling unit may contain one (1) or two (2) guest rooms and not be classified as a lodging house; provided, such dwelling meets all of the following criteria: (1) the dwelling contains only one (1) kitchen; (2) no food preparation appliances, including stoves, ovens, hotplates, refrigerators or sinks, are installed or located in the guest rooms; (3) doors to guest rooms do not contain dead bolt locks and such doors only open into the interior of the dwelling unit; (4) the parcel on which the dwelling is located has only one (1) address and one (1) mailbox; and (5) all vehicles owned, operated or controlled by occupants of the dwelling and stored for any length of time on or in proximity of the parcel on which the dwelling is located have space available for and are capable of simultaneously legally parking on the parcel.

“Owner” means any person, his/her heirs, executors, administrators or assigns, agent, firm, partnership or corporation having or claiming any legal or equitable interest in the property in question as listed on the last available equalized tax assessment roll for Yolo County.

“Premises” means every house, dwelling, building, structure, enclosure, business establishment, lot, yard, location, place, alley, parkway, right-of-way, sidewalk, street, and every vehicle.

“Property” means all residential, industrial, commercial, agricultural, open space and other real property, including but not limited to front yards, side yards, driveways, walkways, alleys and sidewalks, and shall include any building or other structure, whether fixed or movable, located on such property.

“Putrescible” means a substance that is or is liable to become putrid or rotten.

“Refuse” and “rubbish” mean all putrescible and/or nonputrescible solid or liquid wastes, except sewage, whether combustible or noncombustible.

“Responsible party” means the owner, agent, manager, lessee, tenant or any other person having control or possession of the property.

“Sewage” means effluent or waste matter which is required to be disposed of through or should pass through sewers and the wastewater treatment plant and is composed of human or animal feces, urine, toilet paper and any other such waste materials.

19.04.030 Nuisance and nuisance conditions defined.

For the purposes of this chapter, “nuisance” and/or “nuisance condition” means any condition or use of premises or property which is either: (A) detrimental to the premises or property of others; (B) which poses an immediate or potential health, safety or fire hazard; or (C) which violates any provision of this code or other codes adopted by the City. “Nuisance” includes, but is not limited to, any of the following:

A. Storing, keeping or maintaining: vehicle parts; scrap metal; bottles; cans; wire; firewood; boxes; containers; wood and building materials no longer usable for their intended purpose; tools; machinery; equipment or parts thereof; or abandoned, discarded or unused household furniture or appliances;

B. Storing, keeping or maintaining: rubbish; refuse; trash; junk; garbage; and other waste or discarded material, including but not limited to the accumulation of asphalt, concrete, plaster, tile, rocks, bricks, crates, cartons, boxes, dirt, sand or gravel;

C. The existence of any condition which constitutes a fire hazard as defined in the Winters Fire Code, and any condition related to fire protection as defined in the California Health and Safety Code;

D. The existence of any building construction project which is abandoned, partially destroyed or left in a state of partial construction for an unreasonable period of time. A "state of partial construction for an unreasonable period of time" exists if the project has been under construction for more than one (1) year, its appearance from the public street or neighboring properties substantially detracts from the appearance of the immediate neighborhood, and there is no valid and active building permit authorizing the construction work;

E. The existence of any dwelling, dwelling unit or lodging house which has not been used for its legal and intended purpose for a three hundred sixty-five (365) day period. Uses that occur within any three hundred sixty-five (365) day period and are of a duration of less than thirty (30) days shall, for the purpose of this chapter, not qualify as meeting the use requirements of this section. Time during which the dwelling is either being actively remodeled, or marketed for either sale or rental, shall not be included in determining the period of nonuse;

F. The existence of any dangerous building as defined in the Uniform Code for the Abatement of Dangerous Buildings as adopted by the City or any building having any or all of the conditions or defects hereinafter described:

1. Whenever any door, aisle, passageway, stairway or other means of exit is not of sufficient width or size or is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

2. Whenever the walking surface of any aisle, passageway, stairway or other means of exit is so warped, worn, loose, torn or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

3. Whenever the stress in any materials, member or portion thereof, due to all dead and live loads, is more than one and one-half (1.5) times the working stress or stresses allowed in the Winters Building Code for new buildings of similar structure, purpose or location.

4. Whenever any portion thereof has been damaged by fire, earthquake, wind, flood or by any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Winters Building Code for new buildings of similar structure, purpose or location.

5. Whenever any portion or member or appurtenance thereof is likely to fail, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

6. Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof, is not of sufficient strength or stability, or is not so anchored, attached or fastened in pike, so as to be capable of resisting a wind pressure of one-half of that specified in the Winters Building Code for new buildings of similar structure, purpose or location without exceeding the working stresses permitted in the Winters Building Code for such buildings.

7. Whenever any portion thereof has wracked, warped, buckled or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

8. Whenever the building or structure, or any portion thereof, because of: (a) dilapidation, deterioration, or decay; (b) faulty construction; (c) the removal, movement or instability of any

portion of the ground necessary for the purpose of supporting such building; (d) the deterioration, decay or inadequacy of its foundation; or (e) any other cause, is likely to partially or completely collapse.

9. Whenever, for any reason, the building or structure, or any portion thereof, is manifestly unsafe for the purpose for which it is being used or is intended to be used.

10. Whenever the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

11. Whenever the building or structure, exclusive of the foundation, shows thirty-three percent (33%) or more damage or deterioration of its supporting member or members, or fifty percent (50%) damage or deterioration of its nonsupporting members, enclosing or outside walls or coverings.

12. Whenever the building or structure has been so damaged by fire, wind, earthquake or flood or has become so dilapidated or deteriorated as to become: (a) an attractive nuisance to children; (b) a harbor for vagrants, criminals or immoral persons; or as to (c) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

13. Whenever any building or structure has been constructed, exists or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of the City, as specified in the Winters Building Code, Winters Housing Code, or any law or ordinance of this State or the City relating to the condition, location or structure of buildings.

14. Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any nonsupporting part, member or portion less than fifty percent (50%), or in any supporting part, member or portion less than sixty-six (66%) percent, of the (a) strength, (b) fire-resisting qualities or characteristics, or (c) weather-resisting qualities or characteristics required by law in the case of a newly constructed building of like area, height and occupancy in the same location.

15. Whenever a building or a structure, used or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the Building Official to be unsanitary, unfit for human habitation, or in such a condition that is likely to cause sickness or disease.

16. Whenever any building or structure, because of obsolescence, dilapidated condition, deterioration, damage, inadequate exits, lack of sufficient fire-resistive construction, faulty electric wiring, gas connections or heating apparatus, or other cause, is determined by the Building Official or Fire Chief to be a fire hazard.

17. The presence of electrical wiring and/or equipment that was installed in violation of code requirements in effect at the time of installation, or not installed in accordance with generally accepted construction practices if no codes were in effect, or that has not been maintained in good condition or that is not being used in a safe manner.

18. The presence of plumbing piping and/or fixtures that were installed in violation of code requirements in effect at the time of installation, or not installed in accordance with generally

accepted construction practices if no codes were in effect, or that have not been maintained in good condition or that are not being used in a safe manner.

19. The presence of mechanical equipment that was installed in violation of code requirements in effect at the time of installation, or not installed in accordance with generally accepted construction practices if no codes were in effect, or that has not been maintained in good condition or that is not being used in a safe manner.

20. Whenever the horizontal and/or vertical weather protection of a structure, because of obsolescence, dilapidated condition, deterioration, damage, lack of painted surfaces, faulty construction or other cause, allows moisture to enter the structure.

21. Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence;

G. The existence of any building or portion thereof used as a dwelling, dwelling unit, apartment, guest room or lodging house defined as having any or all of the conditions or defects described in the Winters Housing Code or any of the following defects:

1. Lack of or nonfunctioning water closet in a dwelling unit or lodging house.
2. Lack of or nonfunctioning kitchen sink, including lack of hot and cold running water to sink in a dwelling unit or lodging house.
3. Lack of or nonfunctioning bathtub or shower in a dwelling unit or lodging house, including lack of hot and cold running water to bathtub or shower.
4. Lack of or nonfunctioning lavatory in a dwelling unit or lodging house, including lack of hot and cold running water to lavatory.
5. Lack of or nonfunctioning heating system in a dwelling unit or lodging house capable of heating all habitable spaces to seventy (70) degrees Fahrenheit at a point three (3) feet above the floor.
6. Lack of or improper operation of habitable space ventilation equipment.
7. Lack of minimum amounts of ventilation in a dwelling unit or lodging house in bathrooms and habitable spaces. Minimums shall be those amounts required by the code under which the structure was built or current code if installation or modification occurred without permits or inspections.
8. Lack of minimum amounts of natural light in a dwelling unit or lodging house in habitable spaces. Minimums shall be those amounts required by the code under which the structure was built or current code if installation or modification occurred without permits or inspections.
9. Lack of or nonfunctioning permanent light fixture in a dwelling unit or lodging house in each bathroom, kitchen and hall.
10. Lack of or nonfunctioning of a single electrical receptacle in a dwelling unit or lodging house in each bathroom, laundry room and habitable space.
11. Infestation of insects, vermin or rodents as determined by the Health Officer or Building Official.
12. General dilapidation or improper maintenance.

13. Lack of functioning connection to required sewage disposal system.
14. Presence of any condition that can be described as a dangerous building.
15. Presence of any plumbing fixture which is cracked, chipped or does not function.
16. Presence of any plumbing drain pipe which leaks, is blocked or does not convey sanitary waste to a required sewage disposal system.
17. Presence of any potable water supply pipe which leaks, is blocked or allows rust to enter the water supply.
18. Lack of or nonfunctioning cooking appliance in a dwelling unit. The meaning of "functioning" shall include, but not be limited to: all burners and heating elements operate correctly at all settings; all knobs and controls are present and operating; and all utility connections are in compliance with current codes.
19. Lack of or nonfunctioning refrigerator in a dwelling unit. The meaning of "functioning" shall include, but not be limited to: doors are gasketed and open, close, and latch properly; unit can maintain a minimum temperature of forty-five (45) degrees Fahrenheit.
20. Presence of a refrigerator or freezer with a door which cannot be opened from the inside.
21. Lack of or nonfunctioning or expired required fire extinguisher.
22. Presence of a mounted and displayed nonfunctioning or expired fire extinguisher in a commercial, industrial, hotel, motel, or apartment building (excluding the interior of individual dwelling units).
23. Lack of or nonfunctioning code-required smoke and/or heat alarms.
24. Lack of or the nonfunctioning of at least one (1) smoke alarm in a dwelling unit or lodging house located in the hallway leading to the sleeping rooms.
25. Presence of any window in a dwelling unit or lodging house which does not open and close completely when designed to do so, has missing or cracked glazing, has defective or missing security latches, or has missing or nonfunctioning insect screens.
26. Presence of any exterior door in a dwelling unit or lodging house which does not open and close properly, is missing locks or a locking device which does not function to secure the dwelling, or which lacks adequate weather stripping.
27. Lack of or nonfunctioning water heater in a dwelling unit or lodging house. "Nonfunctioning" means: does not heat water to one hundred ten (110) degrees Fahrenheit, lacks or has a nonfunctioning temperature and pressure relief valve, leaks gas or water, or has insufficient combustion air.
28. Presence of floor coverings in a dwelling unit or lodging house with holes, tears, or rips, or which are not attached to the floor structure and/or pose a tripping hazard.
29. Presence of interior walls in a dwelling unit or lodging house which have holes in drywall or loose wall materials.
30. Presence of electrical fixtures, switches, or receptacles which are missing cover plates.

31. Presence of mold, mildew, or fungus;

H. The existence of any structure, building, or a portion thereof which is open or maintained for the use, storage, manufacture, or distribution of "controlled substances" as defined in the California Health and Safety Code;

I. Any vehicle or portion thereof and/or any equipment located on private or public property or in the public right-of-way, or any nonresidential building or structure, being used for living or sleeping purposes except for travel trailers being used on property properly zoned for such use;

J. The existence of any condition dangerous to children or others, including but not limited to unsecured structures; fences or portions of fences in disrepair, leaning and/or partially down; abandoned, broken, unprotected and/or unsecured equipment, machinery or household appliances; or unprotected, unfenced and/or unsecured pools, ponds, or excavations;

K. The existence of any condition or use which unlawfully obstructs, injures, or interferes with the free passage or use in the customary manner of property, any public park, street, highway, sidewalk, and any other portion of the public right-of-way;

L. The existence of any body of stagnant water or other liquid in which mosquitoes or other insects may breed, or which may or does generate noxious or offensive gases or odors;

M. The existence of any improperly contained accumulation of manure, human or animal feces, garbage or refuse which may serve as a breeding ground for flies, mosquitoes, rodents or other vermin, or which may or does generate noxious or offensive odors;

N. The existence of sewage, chemical, petroleum, commercial or industrial waste which has the potential to leak into the groundwater or may or does generate noxious or offensive odors;

O. The existence of any barbed wire, razor ribbon, glass, nails or other sharp objects on, in, or affixed to any fence or wall, or any electric fences in or adjacent to a residential zoning district or property used for residential uses;

P. The existence of any sign, banner, balloon, flags (other than those of the United States of America and the State of California), inflated advertising device and/or the display of retail or manufactured products on private property or in the public right-of-way, which is not in compliance with this code;

Q. The existence of graffiti on any building, fence, wall, equipment, motor vehicle, trailer, sign or other object on private or public property or in the public right-of-way;

R. The existence of a use, business or activity in any zoning district that does not conform with the requirements of that zoning district in which it is located as set forth in this code; or which does not conform with any discretionary permit or review approval by the Planning Commission or City Council; or which does not conform with any law, ordinance or regulations adopted by the City applicable to the property;

S. The existence of smoke, fumes, gas, dust, soot, cinders, or other particulate matter in such quantities as to render the occupancy or use of property uncomfortable to a person or persons;

T. The existence of any condition or use which poses a threat to the public health or safety;

U. Storing, parking, keeping, or maintaining of operative vehicles, boats, vessels, trailers, or camper shells on any portion of a required front yard area other than the driveway or immediately adjacent paved driveway extension;

V. Storing, keeping, or maintaining trash cans, refuse cans, recyclable containers and/or other such containers in the front yard area or other visible yard area at times other than the day of collection or prior to 6:00 p.m. of the day prior to the day of collection;

W. The existence of any building, or a portion thereof, used by members of a criminal street gang for the purpose of the commission of: robbery; unlawful homicide or manslaughter; the sale, possession for sale, transportation, manufacture, offer for sale or offer to manufacture controlled substances; shooting at an inhabited dwelling or occupied motor vehicle; discharging or permitting the discharge of a firearm from a motor vehicle; arson; the intimidation of witnesses and victims; grand theft; burglary; rape; looting; money laundering; kidnapping; mayhem; aggravated mayhem; torture; felony extortion; felony vandalism; carjacking; or sale, delivery or transfer of a firearm. As used in this chapter, "criminal street gang" means any ongoing organization, association or group of three (3) or more persons, whether formal or informal, having as one (1) of its primary activities the commission of one (1) or more of the criminal acts enumerated above, having a common name or common identifying sign or symbols, and whose members individually or collectively engage in or have engaged in a pattern of criminal gang activity;

X. Making or emitting any noise uncomfortable to or annoying to a reasonable person;

Y. Maintenance of any tree, shrub, or other vegetation such that it impairs passage along a public sidewalk, impairs the ability of drivers to see any traffic sign, impairs the ability of drivers to see other traffic, or blocks any street light;

Z. Maintenance of any sidewalk with a crack or hole of over one (1) inch displacement or otherwise in a condition preventing safe passage of pedestrians, wheelchairs or strollers.

AA. It is unlawful, and it shall be a public nuisance for any person owning, leasing, occupying or having charge or possession of any premises or property in the city to maintain a medical cannabis dispensary upon such premises or property.

1. A medical cannabis dispensary is defined as any place, location, building or establishment where medical cannabis is traded, exchanged, sold, distributed or cultivated which would otherwise require a business license, home occupation permit, or any other use permit to conduct similar type activities.

2. Notwithstanding the prohibition in subparagraph 1 of this subsection, medical cannabis collectives and cooperatives formed in a manner consistent with California law and the California Attorney General's Guidelines for the Security and Non-Diversion of Marijuana Grown for Medical Use issued in August 2008 shall be permitted to operate provided they do not sell, exchange, trade, distribute or cultivate medical marijuana in a manner prohibited by subsection A of this section, and that they do not exchange payment or gift in the form of money for such medical marijuana.

19.04.040 Nuisance unlawful.

Every nuisance condition found to exist on any premises is declared to be unlawful. In addition to all other remedies available to the City, whether criminal, civil, at law or in equity, any nuisance may be abated by the enforcement officer, Police or Fire Department personnel, or any other

appropriate City staff as designated by the City Manager in the manner provided in this chapter or in any other manner provided by law.

19.04.050 Property owner responsibilities.

It shall be the duty of the owner, and of the responsible party occupying or having charge or control of any parcel of land, improved or unimproved, to maintain such parcel of land free of any nuisance and/or nuisance conditions at all times. The same responsibility extends to the public rights-of-way or public land, related to any vehicle, vessel, structure, machinery, container, refuse, debris or other item found to be or having been under the charge or control of a property owner, responsible party, or last registered or documented owner. Any owner or responsible party shall be responsible for the removal or correction of any nuisance or nuisance conditions and the costs for such removal or correction.

19.04.060 Relationship of parts of chapter.

The remedies provided in this chapter are cumulative to each other. However, in the discretion of the enforcement officer, the procedures of Chapter 8.08 of this Code may be utilized to abate abandoned vehicles and the procedures of Chapter 8.12 of this Code may be used to abate weeds. In the discretion of the enforcement officer, the administrative citation procedure included in this chapter may be used either in addition to, or in lieu of, the other provisions of this chapter.

19.04.070 Relationship to uniform codes.

The remedies provided in this chapter are cumulative to those provided by the Winters uniform codes. They are in addition to any remedies or "notice and order" which may be issued under any of the Winters uniform codes (including, without limitation by reason of enumeration, the Winters Housing Code, the Winters Fire Code, the Winters Building Code and the Uniform Code for the Abatement of Dangerous Buildings).

19.04.080 Relationship to remainder of City Code.

The remedies provided in this chapter are cumulative and in addition to any other remedy provided in this code, by law, or in equity.

19.04.090 Attorneys' fees.

A. Notwithstanding anything in this code to the contrary, the city may only recover its attorneys' fees in any administrative proceeding or special proceeding commenced by the city to abate a public nuisance, to enjoin violation of any provision of this code, including its adopted codes, or to collect a civil debt owing to the city, if the city elects, at the initiation of that individual action or proceeding, to seek recovery of its own attorneys' fees. In these cases, the prevailing party shall be entitled to recover all costs incurred therein, including reasonable attorneys' fees and costs of suit. In no action, administrative proceeding or special proceeding shall an award of attorneys' fees to a prevailing party exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding.

B. The city shall be considered a prevailing party entitled to attorneys' fees under subsection A when it can demonstrate that:

1. Its lawsuit was the catalyst motivating the defendant to provide the primary relief sought;
2. The lawsuit was meritorious and achieved its result by "threat of victory;" and
3. The city reasonably attempted to settle the litigation before filing the lawsuit.

19.04.100 Severability.

If any part, section, subsection, sentence, clause, phrase or portion of this chapter is, for any reason, held to be invalid, ineffective or unconstitutional by the decisions of any court of

competent jurisdiction, such decision shall not affect the validity of the remaining portions of this chapter. The City Council hereby declares that it would have adopted this chapter, and any part, section, subsection, sentence, clause, phrase or portion of this chapter, irrespective of the fact that any one (1) or more parts, sections, subsections, sentences, clauses, phrases or portions of this chapter are judicially determined to be invalid, ineffective or unconstitutional.

Chapter 19.06. Nuisance Abatement Procedure

19.06.010 Notice to abate nuisance conditions.

A. When the enforcement officer finds that a nuisance condition exists upon any premises in the City, he/she may, or upon the direction of the City Council shall, serve a notice to abate upon the owner or responsible party in possession or having control of the premises upon which the condition exists, directing him/her to abate or cause the nuisance condition(s) upon the premises to be abated on or before a specified compliance date. The notice shall also state that the responsible party may file a written request for a hearing with the city clerk to dispute the alleged conditions within fifteen (15) days of the notice.

B. The enforcement officer shall post one (1) copy of the notice in a conspicuous place on the property in question and shall deliver one (1) copy of the notice to the owner or responsible party in possession or control of the property upon which the nuisance condition exists either in person or by certified mail, with a return receipt requested.

C. The failure of the owner or responsible party to actually receive the notice shall not affect in any manner the validity of any proceedings pursuant to this chapter.

D. The notice shall be posted and delivered as set forth in subsection B of this section, at least ten (10) calendar days before the time and date of the hearing scheduled within the notice if personally delivered, or fifteen (15) calendar days if mailed.

E. In the event the responsible party fails to appeal the notice, the nuisance conditions shall be deemed confirmed. Such failure shall also constitute a failure to exhaust available administrative remedies.

19.06.020 Manner of conducting abatement hearing.

In the event a hearing is timely requested pursuant to Section 19.06.010, the hearing shall be conducted pursuant to the following procedures:

A. At the time and place designated in the notice of hearing, the hearing officer shall hear and consider all relevant evidence, including but not limited to applicable staff reports, oral evidence, physical evidence and documentary evidence regarding the alleged nuisance, and proposed method of abatement. The hearing may be continued from time to time.

B. Failure of the owner or responsible party to appear at the hearing after notice has been served shall be deemed a waiver of the right to a hearing and an admission by the owner or responsible party of the existence of the nuisance condition charged. In the event of such failure to appear, the hearing officer may order that the nuisance condition be abated by the enforcement officer. Such failure to appear shall also constitute a failure to exhaust available administrative remedies.

C. The City shall bear the burden of proof to demonstrate, by a preponderance of the evidence, that a nuisance exists and that the proposed mechanism for abatement is appropriate. The City need not demonstrate that the proposed mechanism for abatement is either the most appropriate or least expensive.

D. The hearing shall not be conducted according to the formal rules of evidence. Any relevant evidence shall be admitted if it is the type of evidence on which reasonable persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions in courts of competent jurisdiction in this State. However, irrelevant or unduly repetitious evidence may be excluded.

E. Prior to conclusion of the hearing, if the owner or responsible party is present, the hearing officer may request the owner or responsible party to sign a consent to enter and perform work. The permission given shall be used only if the nuisance condition is determined to exist and is not abated by the schedule of correction specified in the hearing officer's decision.

F. If the owner or responsible party does not provide written consent, entry onto the property may be made by obtaining verbal permission from the owner or a responsible party, or by means of an inspection warrant, or by any other lawful manner.

19.06.030 Issuance of decision findings and order.

A. Within ten (10) days after the conclusion of the hearing, the hearing officer shall issue a written decision. The decision shall set forth the factual findings made by the hearing officer, a conclusion as to whether a nuisance condition exists, the manner of abatement, including an order that such nuisance (if one is found to exist) be abated by the City, the amount of administrative costs imposed, if any, and a schedule of correction or the date by which the abatement shall be completed.

B. If the hearing officer determines that a nuisance exists which has not been corrected within the time period specified in the notice to abate nuisance conditions, the hearing officer shall so find in the decision, and may include in the decision any or all of the following:

1. An order to correct, including a schedule of correction where appropriate;
2. An order to pay administrative costs as provided in Section 19.06.060.

C. Failure to issue a decision in ten (10) days shall not affect the validity of such decision.

D. The decision shall be mailed by certified mail with return receipt requested to the owner and shall be mailed to the enforcement officer. A copy of a summary of the decision and any order it contains shall also be posted on the property by the enforcement officer in a conspicuous location.

19.06.040 Abatement by enforcement officer if nuisance is not abated.

Upon receipt of the hearing officer's decision (or following an appeal if an appeal has been taken from the hearing officer's decision) if (A) no schedule of correction has been issued or (B) upon the failure of the property owner to comply with such schedule if a schedule was included, if the nuisance condition has not been abated the enforcement officer shall forthwith abate, or cause to be abated, the nuisance condition upon the premises. The enforcement officer is authorized to enter upon private property for this purpose, consistent with the provisions of the U.S. Constitution.

The cost of abatement shall become a personal obligation of the property owner and responsible party and may be collected in any legal manner, expressly including as a lien or special assessment pursuant to the procedures set forth in this chapter.

19.06.050 Abatement by owner/responsible party.

A. Any owner or responsible party may, at his/her own expense and prior to the scheduled abatement hearing, abate a declared nuisance condition in accordance with the provisions of the notice sent by the enforcement officer; provided, that all necessary permits are first obtained. If the enforcement officer determines that the nuisance condition has been abated prior to the hearing, the hearing proceedings shall be terminated.

B. Any owner or responsible party may request the City to abate a declared nuisance condition on his/her property. However, the owner or responsible party making the request shall be responsible for the payment of all abatement costs incurred by the City. The request for the City to perform the abatement shall be in writing and include a written consent to enter and perform work. Any such request shall be deemed an agreement to pay for the costs of such abatement and an agreement that such costs may be collected as a lien upon the property. The abatement hearing proceedings shall thereafter be terminated.

19.06.060 Liability for abatement costs.

A. In addition to liability for the costs of abatement itself pursuant to Section 19.06.060, the owner and/or responsible party shall also be liable for any expenses and administrative costs incurred by the City, County or any related agency incurred subsequent to the initial inspection and identification of the nuisance.

B. The administrative costs may include any and all costs incurred by the City in connection with the matter before the hearing officer, including but not limited to costs of investigation, staffing costs incurred in preparation for the hearing and for the hearing itself, and costs for all reinspections necessary to enforce the notice to abate nuisance conditions.

C. In the event that the city is entitled to recover its attorneys' fees and costs pursuant to Section 19.04.080, such fees and costs shall be collected at the same time and pursuant to the same procedures as administrative costs pursuant to this section.

D. The enforcement officer or other authorized city official shall keep an itemized report of the costs incurred by the city in the abatement of any public nuisance in addition to any accrued fees and penalties due. The responsible party may be invoiced for the total. If payment is not received, the itemized report shall be submitted in writing to the city clerk no sooner than twenty (20) days of the invoice date. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous. In the event, the invoice is not paid within thirty (30) days, the City may collect all such costs, penalties and interest through a lien or special assessment under sections 19.06.080 and 19.06.090.

19.06.070 Report of abatement costs.

A. In the event a nuisance is abated by the enforcement officer (either utilizing City forces or by contracting with a third person), the enforcement officer shall keep an itemized list of costs including but not limited to hearing costs, reinspection fees, posting of notices, and costs for equipment, material, City staff time and contractor's costs incurred by the City from the time of initial inspection and identification of the nuisance condition until completion of the abatement by the City or by the owner or responsible party. Once the abatement is completed, the enforcement officer shall provide a report of the total abatement costs to the Finance Department. The total abatement costs shall include those costs ordered to be paid by the hearing officer but remaining unpaid.

B. The Finance Department shall mail to the owner or responsible party an itemized invoice indicating the total abatement costs due.

C. The owner or responsible party for the property shall pay the abatement costs within thirty (30) calendar days from the date on the invoice unless an extension of time in which to pay has been granted by the City Manager in writing.

19.06.080 Lien procedure.

In the event the City decides to collect abatement costs as a lien, it shall impose such lien pursuant to this section:

A. Upon receipt of the itemized report, the city clerk, or his or her designee, shall serve notice of the lien in the same manner as summons in a civil action in accordance with Code of Civil Procedure section 415.10 *et seq.* If the owner of record, after diligent search cannot be found, the notice may be served by posting a copy thereof in a conspicuous place upon the property for a period of ten (10) days and publication thereof in a newspaper of general circulation in Yolo County. The period of notice commences upon the first day of publication and terminates at the end of the tenth day, including therein the first day. Publication shall be made on each day on which the newspaper is published during the ten (10) day period.

B. The notice shall inform the owner of the pending lien and inform the property owner of the public hearing where the city council will consider imposing the itemized report as a lien against the property. The hearing shall be conducted no less than ten (10) days from service of the notice.

C. At the hearing and after considering the relevant evidence, the city council may adopt a resolution confirming the itemized report and directing the city clerk to record a lien against the property in the Yolo County recorder's office and, from the date of recording, shall have the force, effect and priority of a judgment lien.

D. The lien shall identify:

1. The amount of the lien;
2. The city as the agency on whose behalf the lien is imposed;
3. The date of the abatement order or citation;
4. The street address, legal description and assessor's parcel number of the parcel on which the lien is imposed; and
5. The name and address of the recorded owner of the parcel.

E. In the event that the lien is discharged, released or satisfied, through either payment or foreclosure, notice of the discharge containing the information specified in subsection D shall be recorded by the city clerk.

F. A lien may be foreclosed by an action brought by the city for a money judgment.

G. The city may recover from the property owner any costs incurred in the processing and recording of the lien and providing notice to the property owner as part of its foreclosure action to enforce the lien.

19.06.090 Special assessment procedure.

In the event the City decides to collect abatement costs as a special assessment, it shall impose such special assessment pursuant to this section:

A. The enforcement officer or other authorized city official shall keep an itemized report of the costs incurred by the city in the abatement of any public nuisance in addition to any accrued fees and penalties due. The property owner may be invoiced for the total. If payment is not received, the itemized report shall be submitted in writing to the city clerk no sooner than fifteen (15) days of the invoice date. Any such report may include the abatement costs, fees and penalties for any number of properties and abatements, whether or not such properties are contiguous.

B. If the invoice is not timely paid, the city clerk shall provide written notice to the property owner by certified mail, if the property owner's identity can be determined from the county assessor's or county recorder's records. The notice shall inform the owner of the pending special assessment, including the information set forth in subsection C, and the date, time and location of the public hearing where the city council will consider imposing the itemized report as a special assessment against the property. The hearing shall be conducted no less than ten (10) days from service of the notice.

C. At the hearing and after considering the relevant evidence, the city council may adopt a resolution confirming the itemized report and assessing the report as a special assessment against the property. The city clerk shall then provide all documentation necessary to the county to enter such assessment. After entry, the assessment may be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes. The property may be sold after three years by the tax collector for unpaid delinquent assessments. The tax collector's power of sale shall not be affected by the failure of the property owner to receive notice. All laws applicable to the levy, collection and enforcement of municipal taxes shall be applicable to the special assessment. However, if any real property to which the cost of abatement relates has been transferred or conveyed to a bona fide purchaser for value, or if a lien of a bona fide encumbrancer for value has been created and attaches thereon, prior to the date on which the first installment of the taxes would become delinquent, then the cost of abatement shall not result in a lien against the real property but instead shall be transferred to the unsecured roll for collection.

D. Subject to the requirements applicable to the sale of property pursuant to Section 3691 of the Revenue and Taxation Code, the city may conduct a sale of vacant residential developed property for which the payment of that assessment is delinquent.

E. Notices or instruments relating to the special assessment shall be entitled to recordation.

19.06.100 Order for treble costs of abatement.

Upon entry of a second or subsequent civil or criminal judgment within a two-year period finding that an owner of property is responsible for a condition that may be abated in accordance with the provisions of this chapter, except for conditions abated pursuant to section 17980 of the Health & Safety Code, relating to abandoned buildings, the court may order the owner to pay treble the costs of the abatement, as authorized by Government Code section 38773.7. Costs of abatement shall include, without limitation by reason of enumeration, all administrative costs of the city.

Chapter 19.08. Summary Abatement

19.08.010 Summary abatement.

A. Any nuisance which the Building Official, or Fire Chief, determines is immediately or potentially dangerous to the life, health or safety of the occupants of the property or to the public may be summarily abated in accordance with the procedures set forth in this article.

B. Actions taken to abate immediately or potentially dangerous nuisances may include, but are not limited to, repair or removal of the condition creating the danger and/or the restriction from use or occupancy of the property on which the condition exists or any other abatement action determined by the Building Official or Fire Chief to be necessary. Where a residential rental

property is involved, this may require the moving and relocation of the occupants by the owner and/or responsible party to other habitable temporary or permanent accommodations. Any temporary accommodations will be maintained by the owner and/or responsible party until the corrections are done to the vacated residential property so that it is habitable and the occupants are returned.

C. When summary abatement is deemed necessary by Building Official or Fire Chief, it may be ordered only if the abatement order is confirmed by the City Manager.

D. Notice of the summary abatement shall be provided to the owner or responsible party as provided for in this chapter the same day or as soon as practical. Such notice shall include a provision authorizing the owner or responsible party to dispute the existence of the nuisance conditions before the hearing officer. Any request for an appeal shall be filed in writing with the city clerk within fifteen (15) days of the notice and shall be conducted in the same manner as all applicable procedures under Chapter 19.06.

E. The costs and expenses for summary abatement, if not paid by the property owner within thirty (30) days of the date of the invoice, shall be made a lien on the property by the City Council and shall be collected pursuant to the procedures set forth in section 19.06.060 of this chapter for the assessment and collection of liens.

Chapter 19.10. Administrative Citations

19.10.010 Title of article and authority.

This article shall be known as the "administrative citations ordinance." It is adopted pursuant to Cal. Gov't Code § 53069.4 authorizing local agencies, by ordinance, to make violation of any ordinance of the agency subject to administrative fine or penalty.

19.10.020 Applicability.

Administrative citations shall be in addition to all other remedies, whether criminal, civil or equitable, which may be pursued by the City to address any violation of this code.

19.10.030 Entry and inspection.

An enforcement officer may enter and inspect any property or premises at all times to perform any duty imposed upon him or her by this article whenever the enforcement officer has cause to believe a violation of this code is occurring; provided, that:

A. The enforcement officer shall present proper credentials, state the reason for entry and request entry from the owner or occupant.

B. If entry is denied, the enforcement officer may seek a court ordered inspection warrant if cause exists pursuant to Cal. Civ. Proc. Code § 1822.50 et seq.

C. If entry is denied, the enforcement officer shall have recourse to every remedy provided by law to secure entry.

D. The enforcement officer shall make a reasonable effort to locate the owner of unoccupied property or premises, inform the owner of the reasons for entry and request entry.

E. The enforcement officer shall not enter any property or premises in the absence of permission to enter, unless an inspection warrant has been issued by a court of competent jurisdiction.

19.10.040 First offense warning.

A. Whenever an enforcement officer determines that a violation of any section of this code has occurred, the enforcement officer may issue a first offense warning to any person responsible for the violation. The first offense warning shall be served as a prerequisite to the issuance of a first administrative citation and serves as a written warning of responsibility. The first offense warning requires immediate action by the person responsible for the violation to correct the violation.

B. The first offense warning shall include the following:

1. The code section(s) violated.
2. How the violation can be corrected.
3. A date by which the violation can reasonably be corrected, after which an administrative citation may be issued if the violation is not fully corrected.

C. In accordance with Cal. Gov't Code § 53069.4, no person will be assessed a fine under this article for a continuing violation pertaining to a building, plumbing, electrical or similar structural or zoning issue that does not create an immediate danger to the public health or safety without first receiving a first offense warning and a reasonable opportunity to correct or otherwise remedy the violation. In such circumstances, the stated period available to correct the violation prior to the issuance of an administrative citation must be appropriate to the violation as determined by the enforcement officer, but in no event less than seven (7) days. If, after expiration of the correction period stated in the first offense warning, the violation is not corrected, the enforcement officer may issue an administrative citation.

D. Any person receiving a first offense warning for a continuing violation may file a written petition with the City Clerk for consideration by the City Manager for an extension of time to correct the violation; provided that the written petition is received before the end of the correction period set forth in the first offense warning. The City Manager may grant an extension of time to correct the violation if the person requesting the extension of time has supplied sufficient evidence showing that the correction cannot reasonably be made within the correction period set forth in the first offense warning.

E. The requirement of a reasonable opportunity to correct a violation does not apply in instances where, in the discretion of the City Manager, a violation poses an immediate danger to the public health or safety.

19.10.050 Administrative citation.

A. Whenever an enforcement officer charged with the enforcement of a provision of this code (including those uniform codes adopted herein by reference) determines that a violation of that provision has occurred, the enforcement officer shall have the authority to issue an administrative citation to the person or entity responsible for the violation.

B. Each administrative citation shall contain the following information:

1. The date of the violation;
2. The address or a definite description of the location where the violation occurred;
3. The code section violated and a description of the violation;
4. The amount of the fine for the code violation;

5. A description of the fine payment process, including a description of the time within which and the place to which the fine must be paid;
6. An order prohibiting the continuation or repeated occurrence of the ordinance violation described in the administrative citation;
7. A description of the administrative citation review process, including the time within which the administrative citation may be contested and the place from which a request for hearing form may be obtained;
8. The name and signature of the citing enforcement officer and the date the administrative citation is issued;
9. A description of the deposit waiver process, including the time within which a request for deposit waiver may be made and the place from which the request for hearing form may be obtained.

19.10.060 Amount of fines.

- A. The amounts of the fines for each code violation shall be as set forth in a schedule of fines established by resolution of the City Council.
- B. The schedule of fines may specify any increased fines for repeat violations of the same code provision by the same person within thirty-six (36) months from the date of a prior administrative citation.
- C. The schedule of fines shall specify the amount of any late payment charge imposed for the payment of a fine after its due date.

19.10.070 Payment of the fine.

- A. The fine shall be paid to the City of Winters within thirty (30) days from the date of the administrative citation.
- B. Any administrative citation fine paid pursuant to subsection A of this section shall be refunded in accordance with Section 19.10.110(D) if it is determined, after a hearing, that the person charged in the administrative citation either was not responsible for the violation or that there was no violation as charged in the administrative citation.

19.10.080 Hearing request.

- A. Any recipient of an administrative citation may contest either or both that there was a violation as stated in the administrative citation or that he or she is the responsible party by completing a request for hearing form and returning it to the City Clerk within thirty (30) days from the date of the administrative citation, together with either an advance deposit of the fine or an approved request for a deposit waiver.
- B. A request for hearing form may be obtained from the City Clerk.
- C. The person requesting the hearing shall be notified by the City Clerk of the time and place set for the hearing at least ten (10) days prior to the date of the hearing.
- D. If the enforcement officer submits an additional written report concerning the administrative citation to the hearing officer, for consideration at the hearing, then a copy of this report also shall be served on the person requesting the hearing, at least five (5) days prior to the date of the hearing.

19.10.090 Deposit waiver.

A. Any person who requests a hearing who is financially unable to make the advance deposit of the fine as required in Section 19.10.080(A) may file a request for deposit waiver.

B. The request shall be filed with the Finance Director within ten (10) days of the date of the administrative citation on a deposit waiver application form available from the City Clerk. The Finance Director shall either issue or decline to issue the deposit waiver within five (5) days.

C. The Finance Director shall issue the deposit waiver if the cited party submits to the Finance Director a sworn affidavit, or declaration under penalty of perjury, together with any supporting documents or materials, demonstrating to the satisfaction of the Finance Director the person's actual financial inability to deposit with the City of Winters the full amount of the fine in advance of the hearing.

D. The Finance Director shall issue a written determination listing the reasons for his or her determination to issue or not issue the deposit waiver. The written determination of the Finance Director shall be final, and shall be served upon the person who applied for the deposit waiver, the enforcement officer and the City Clerk.

19.10.100 Hearing procedure.

A. No hearing to contest an administrative citation shall be held unless the fine has been deposited in advance in accordance with Section 19.10.080(A) or a deposit waiver has been issued in accordance with Section 19.10.090.

B. The hearing shall be set by the City Clerk for a date that is not less than fifteen (15) days and not more than sixty (60) days from the date that the request for hearing is filed in accordance with the provisions of this chapter.

C. The hearing officer may continue the hearing and request additional information from the enforcement officer or the recipient of the administrative citation prior to issuing a written decision. The hearing officer shall ensure an adequate record of the hearing is made.

D. The City shall bear the burden of proof, by a preponderance of the evidence, that the violation occurred as charged and that the person to whom an administrative citation was issued is responsible for the violation. The City may be represented by the enforcement officer or be represented by counsel.

E. The recipient of the administrative citation may cross-examine the enforcement officer or any other witness against him or her, and may present such evidence as he or she may have. The recipient of the administrative citation may be represented by counsel.

F. The formal rules of evidence shall not apply. The hearing officer may rely upon such evidence as he or she believes reasonable persons would rely upon in the conduct of their affairs. Any witnesses, including the enforcement officer and the recipient of the administrative citation, shall testify under oath.

G. The administrative citation and any additional report submitted by the enforcement officer shall constitute prima facie evidence of the respective facts contained on those documents.

19.10.110 Hearing officer's decision.

A. After considering all of the testimony and evidence submitted at the hearing, the hearing officer shall issue a written decision to uphold or cancel the administrative citation and shall list in the decision the reasons for that decision. The decision of the hearing officer shall be final.

B. If the hearing officer determines that the administrative citations should be upheld, then the fine amount on deposit with the City shall be retained by the City.

C. If the hearing officer determines that the administrative citation should be upheld and the fine has not been deposited pursuant to an advance deposit hardship waiver, the hearing officer shall set forth in the decision a payment schedule for the fine.

D. If the hearing officer determines that the administrative citation should be canceled or reduced and the fine was deposited with the City, then the City shall promptly refund the amount of the deposited fine or excess, as the case may be, together with interest at the average rate earned on the City's investment portfolio for the period of time that the fine amount was held by the City.

E. The recipient of the administrative citation shall be served with a copy of the hearing officer's written decision.

19.10.120 Late payment penalties and interest.

Any person who fails to pay any fine imposed pursuant to the provisions of this article on or before the date that fine is due also shall be liable for the payment of a late payment penalty in the amount of ten percent (10%) of the fine. Thereafter, the amount of the fine, and the penalty, shall accrue interest at ten percent (10%) per annum until paid.

19.10.130 Recovery of administrative citation fines and costs.

The City may collect any past due administrative citation fine or late payment penalty and interest by use of all available legal means. Without limiting the generality of the foregoing, all such fines or late payments shall constitute civil debts and may be recovered in an action at law, or, where the violation relates to or occurred upon real property owned by the person to whom an administrative citation was issued, a lien may be filed by the City against such real property.

19.10.140 Right to judicial review.

A. The failure of the party contesting the administrative citation to appear at the administrative citation hearing shall result in a forfeiture of the fine and shall constitute a failure to exhaust administrative remedies.

B. Subject to the provisions of subsection A of this section, any person aggrieved by an administrative decision of a hearing officer on an administrative citation may obtain review of the administrative decision by filing an appeal in a court of competent jurisdiction within twenty (20) days after service of the decision in accordance with the provisions of Cal. Gov't Code § 53069.4(b)(2).

19.10.150 Notices.

A. The administrative citation and all notices required to be given by this article shall be served on the responsible party as follows:

1. The citation and any notices may be served upon the responsible party in person by either the enforcement officer, the City Clerk or any police officer of the City of Winters.

2. The citation and notices may be served by depositing same in the United States Postal Service mail, first class mail, postage prepaid, at Winters, California, and addressed to party to be cited at the address of that party known to the enforcement officer or the City Clerk, or, if that address is not known, as that address appears on the last equalized assessment roll of Yolo County if the party to be served with the citation or notice is the owner of real property within the City and that real property is the situs of the ordinance violation charged in the citation.

B. Failure to receive any notice in this article does not affect the validity of proceedings conducted hereunder.

Chapter 19.12. Judicial Review

19.12.010 Right of judicial review.

A. Except as otherwise provided in this title or by law, any person aggrieved by any administrative decision of a hearing officer pursuant to this chapter may obtain judicial review of the administrative decision in the Superior Court by filing with the court a petition for writ of mandate pursuant to Cal. Civ. Proc. Code § 1094.6.

B. This section does not apply to decisions of the hearing officer relating to administrative fines pursuant to Chapter 19.10 of this title. Such decisions may be appealed pursuant to Section 8.32.692 and Cal. Gov't Code § 53069.4.

4. Severability. If any section, sentence, clause or phrase of this Ordinance or the application thereof to any entity, person or circumstance is held for any reason to be invalid, or unconstitutional, such invalidity or unconstitutionality shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable. The City Council of the City of Winters hereby declare that they would have adopted this Ordinance and each section, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

5. Effective Date. This ordinance shall take effect thirty (30) days following its adoption.

6. Publication. The City Clerk shall certify to the adoption of this Ordinance. Not later than fifteen (15) days following the passage of this Ordinance, the Ordinance, or a summary thereof, along with the names of the City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation in the City of Winters.

INTRODUCED at a regular meeting on the ____ day of _____, 2016 and **PASSED AND ADOPTED** at a regular meeting of the Winters City Council, County of Yolo, State of California, on the ____ day of _____, 2016 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Cecilia Aguiar-Curry, Mayor

Nanci G. Mills, City Clerk



**CITY COUNCIL OF THE CITY OF WINTERS AND
SUCCESSOR AGENCY TO THE
FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

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

DATE: November 1, 2016

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

SUBJECT: Transfer of former Community Development Agency Property from the
Successor Agency to the Former Winters Community Development Agency
to the City of Winters for Governmental Use

RECOMMENDATION:

That the City Council and Successor Agency adopt resolutions authorizing and directing the Executive Director of the Successor Agency to execute such documents as are necessary to convey to the City of Winters for governmental use certain property that was owned by the Winters Community Development Agency.

BACKGROUND:

Pursuant to the Health and Safety Code Section 34172, the Community Development Agency of the City of Winters ("Redevelopment Agency") was dissolved as of February 1, 2012. Pursuant to Health and Safety Code Section 34173(d), the City of Winters became the successor agency to the former Redevelopment Agency (the "Successor Agency"), as confirmed by adoption by the City Council of Resolution No. 2012-02 on January 17, 2012. Pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City. The Successor Agency is responsible for the wind-down of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency.

Pursuant to Health and Safety Code Section 34191.5, after the Successor Agency receives a finding of completion ("FOC") from DOF, the Successor Agency must prepare a Long Range Property Management Plan ("LRPMP"). The Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014).

It was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely the approximately .435 acre located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a City public parking lot (APN 003-224-001) (the "Governmental Use Property").

The Governmental Use Property was previously owned by the City of Winters, and has been used as a publicly owned parking lot since at least 1980. In 2003, the City was approached by a development group interested in developing the property. In anticipation of negotiating a development project, the City proposed to transfer the property to the Redevelopment Agency to facilitate the transaction with the proposed development group. On August 5, 2003, the Winters City Council adopted Resolution 2003-39 approving the contingent sale of the Governmental Use Property to the Redevelopment Agency, and subsequently adopted Resolution 2004-30 at the Council's September 7, 2004 meeting authorizing the sale of the Governmental Use Property to the Redevelopment Agency for the appraised price of \$120,000, which sales proceeds were to be set aside in a separate downtown parking development account.

The Redevelopment Agency never actually paid the City for the Governmental Use Property, but a grant deed conveying the Governmental Use Property was erroneously executed and recorded conveying the Property to the Redevelopment Agency. The attached City General Ledger Reports for Fiscal Years 2003-04 and 2004-05 demonstrate that the City never received payment from the Redevelopment Agency for the Governmental Use Property. The development contemplated in 2003 never moved forward, and the Governmental Use Property has been continuously used as a public parking lot.

Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to "transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction."

Pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The Oversight Board is scheduled to consider approval of such transfer at its meeting on November 7, 2016. The Oversight Board's action is subject to review by the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34179.

The Governmental Use Property has been used continuously as a public parking lot since 1980. There has been considerable development and increased activity in the City's downtown area in recent years, and the Governmental Use Property is the only publicly-owned parking lot in close vicinity to the downtown. While the Redevelopment Agency was supposed to pay the City for the anticipated loss of parking in the downtown area, with those funds dedicated to securing additional parking facilities, the Redevelopment Agency never did compensate the City for the property, and it continues to serve a key need for public parking in the City's downtown.

Staff recommends that (a) the Successor Agency adopt a resolution approving the transfer of the Governmental Use Property to the City for continued use as a public parking lot, and (b) the City Council adopt a resolution authorizing acceptance of such transfer of the Governmental Use Property.

FISCAL IMPACT:

No new funds are involved with the transfer of the Governmental Use Property to the City as proposed. The City will continue to be responsible for the ongoing operation and maintenance of the Governmental Use Property following conveyance.

RECOMMENDED ACTION:

1. That the Successor Agency authorize and direct conveyance of the Governmental Use Property (public parking lot, APN 003-224-001) to the City for continued use as a public parking lot.
2. That the City Council authorize and direct acceptance of conveyance of the Governmental Use Property (public parking lot, APN 003-224-001) from the Successor Agency for continued use as a public parking lot.

ATTACHMENTS:

1. Successor Agency Resolution Authorizing and Directing the Transfer of the Governmental Use Property to the City of Winters
2. City Council Resolution Authorizing and Directing the Acceptance of Conveyance of the Governmental Use Property from the Successor Agency

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS DIRECTING AND AUTHORIZING ACCEPTANCE OF THE TRANSFER OF A GOVERNMENTAL USE PROPERTY FROM THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which was approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, it was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely an approximately .435 acre site located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a public parking lot (APN 003-224-001) (the “Governmental Use Property”); and

WHEREAS, Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to “transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction;” and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179.

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

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

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

Section 3. Authorization and Direction to Transfer Governmental Use Property. The City Council hereby authorizes and directs the acceptance of the transfer of the Governmental Use Property from the Successor Agency, pursuant to Health and Safety Code Sections 34177(e) and 34181. The City Council further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of an acceptance of a quitclaim deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property from the Successor Agency to the City for continued use as a mini park in the downtown area.

Section 4. Oversight Board and DOF Approval. The approvals set forth in Section 3 of this Resolution are conditioned upon approval of such transfer by the Oversight Board pursuant to Health and Safety Code Section 34181(f), and review of such action by the DOF pursuant to Health and Safety Code Section 34179. City staff is hereby directed, in cooperation with the Successor Agency, to take such actions and submit to the Oversight Board and DOF such documents as are necessary to obtain approvals of such transfer from the Oversight Board and DOF.

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

Section 6. Effective Date. Subject to the conditions set forth in Section 4, this Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Mayor

ATTEST:

City Clerk

RESOLUTION NO. SA-2016-04

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS DIRECTING AND AUTHORIZING THE TRANSFER OF A GOVERNMENTAL USE PROPERTY TO CITY OF WINTERS, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which was approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, it was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely an approximately .435 acre site located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a public parking lot (APN 003-224-001) (the “Governmental Use Property”); and

WHEREAS, Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to “transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction;” and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179.

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

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

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

Section 3. Authorization and Direction to Transfer Governmental Use Property. The Successor Agency hereby authorizes and directs the transfer of the Governmental Use Property to the City, pursuant to Health and Safety Code Sections 34177(e) and 34181. The Successor Agency further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of a grant deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property from the Successor Agency to the City for continued use as a public parking lot in the downtown area.

Section 4. Oversight Board and DOF Approval. The approvals set forth in Section 3 of this Resolution are conditioned upon approval of such transfer by the Oversight Board pursuant to Health and Safety Code Section 34181(f), and review of such action by the DOF pursuant to Health and Safety Code Section 34179. The Successor Agency is hereby directed, in cooperation with City staff, to take such actions and submit to the Oversight Board and DOF such documents as are necessary to obtain approvals of such transfer from the Oversight Board and DOF.

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

Section 6. Effective Date. Subject to the conditions set forth in Section 4, this Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Chairperson
Successor Agency to the former Community
Development Agency of the City of Winters

Secretary
Successor Agency to the former Community
Development Agency of the City of Winters



**SUCCESSOR AGENCY
STAFF REPORT**

TO: Honorable Chair and Board Members
DATE: November 1, 2016
THROUGH: John W. Donlevy, Jr. *[Signature]*
City of Winters City Manager/Successor Agency Executive Director
FROM: Shelly Gunby, *[Signature]*
City of Winters Director of Financial Management/
Successor Agency Finance Officer
**SUBJECT: CONSIDERATION OF RESOLUTION SA 2016-03 AUTHORIZING THE
ISSUANCE OF TAX ALLOCATION REFUNDING BONDS AND TAKING
RELATED ACTIONS**

RECOMMENDATION:

Staff recommends that the Governing Board of the Successor Agency to the Winters Community Development Agency ("Successor Agency"), by minute motion:

- Adopt Resolution No. SA 2016 - 03, authorizing the Successor Agency's issuance of tax allocation refunding bonds, and taking related actions

BACKGROUND:

To finance redevelopment projects, the former Winters Community Development Agency (the "Former Agency") issued a series of bonds in 2004 (the "2004 Bonds") and a series of bonds in 2007 (the "2007 Bonds"). There are still outstanding \$4,650,000 in principal amount of 2004 Bonds and \$9,855,000 in principal amount of 2007 Bonds. Based upon favorable bond market conditions, the Successor Agency may now issue bonds (the "Refunding Bonds") to refund the remaining 2004 Bonds and 2007 Bonds to achieve debt service savings.

REVIEW AND ANALYSIS:

Successor Agency Staff has been working with its financial advisor, NHA Advisors (the "Municipal Advisor"), to analyze and evaluate the refinancing opportunity for the outstanding 2004 Bonds and 2007 Bonds.

Pursuant to Health and Safety Code Section 34177.5, the Successor Agency may issue Refunding Bonds to refund the outstanding 2004 Bonds and 2007 Bonds provided certain factors are met. Requirements include no additional interest cost and no additional principal other than the amount needed to redeem the outstanding bonds, pay for issuance costs, and meet required debt reserves.

Based on the attached savings analysis prepared by the Municipal Advisor, it is expected that there will be sufficient interest rate savings to justify the Successor Agency's initiation of the process to issue the Refunding Bonds. The steps necessary to issue the Refunding Bonds include the following:

- Successor Agency Board's adoption of the attached Resolution approving the issuance of the Refunding Bonds under the terms of an Indenture
- Oversight Board's adoption of a resolution approving the issuance of the Refunding Bonds
- Approval by the State Department of Finance (the "DOF") of the Oversight Board resolution
- Successor Agency Board's adoption of a follow-up resolution authorizing forms of additional documents required for the issuance and sale of the Refunding Bonds, including an escrow agreement, a bond purchase agreement and, if necessary, a preliminary official statement
- If necessary, the undertaking of credit and rating process for the Refunding Bonds and, based on market conditions, decision regarding the purchase of bond insurance
- Execution and delivery of the bond purchase agreement to finalize the pricing terms (including the principal amount and interest rates) for the sale of the Refunding Bonds
- Closing of the refunding transaction and redemption of the 2004 Bonds and 2007 bonds at the respective earliest available redemption dates

By adopting the attached Resolution, the Successor Agency Board will:

- authorize the issuance of the Refunding Bonds,
- approve the substantial form of an Indenture (which will govern the terms of the Refunding Bonds) and authorize the execution and delivery thereof,
- authorize the engagement of Stifel, Nicolaus & Company, Incorporated ("Stifel") as the underwriter (in case of a public offering) or the placement agent (in case of a private placement sale)

- affirm the appointment of: (a) NHA Advisors, to act as the Financial Advisor, (b) Richards, Watson & Gershon, A Professional Corporation, to act as bond counsel and disclosure counsel, and (c) Urban Futures, Incorporated, to provide a fiscal consultant report in connection with the refunding and assist the Successor Agency regarding continuing disclosure obligations
- request the Oversight Board to also approve the issuance of the Refunding Bonds.

The Oversight Board will consider its resolution to approve the Refunding Bonds at an upcoming November 7, 2016 meeting. After the Oversight Board's action, Staff will submit the Oversight Board resolution to the DOF. By law, the DOF will have an initial 5 business day review period, during which the DOF will have the option to (and will likely) extend its review by another 60 days.

During the expected 65+ day DOF review period, Successor Agency Staff, with the assistance of the finance team, will evaluate which of the following will be utilized: (i) a public offering of the Refunding Bonds to the municipal bond marketplace, or (ii) a direct, private placement to one or more (but in any case a limited number of) banks or other qualified sophisticated investors. If a public offering is deemed to be the best option, then a disclosure document known as a "preliminary official statement" ("POS") will be prepared and made available to potential investors. In that case, the Successor Agency will enter into a bond purchase agreement with Stifel, as the underwriter, and pursuant to the bond purchase agreement, Stifel will agree to purchase the Refunding Bonds from the Successor Agency for resale to investors. If a direct placement, then no POS will be required. In that case, Stifel, as the placement agent, will assist with the identification of potential private placement purchaser(s), and the Successor Agency will enter into bond purchase agreement with the eventual private placement purchaser(s). In any event, a substantial final form of the bond purchase agreement (whether for a public offering or private placement) will be brought back to the Successor Agency Board for approval before execution.

Based on the current financing schedule, it is anticipated that the DOF's approval of the Oversight Board resolution will be received in early January 2017, and the sale and closing of the Refunding Bonds could be completed by early February 2017.

FISCAL IMPACT:

Based on current market rates, a refinancing of the outstanding bonds is expected to generate over \$2.3 million in gross cash flow savings through 2038. The savings will become moneys available for the Successor Agency's enforceable obligations, as approved on the ROPS or, if not needed for ROPS-approved obligations, for disbursement to taxing entities (including the City) as RPTTF residuals through the semi-annual RPTTF distribution process.

ATTACHMENTS:

- Resolution
- Form of Indenture
- Summary Saving Analysis, prepared by the Municipal Advisor

RESOLUTION NO. SA—2016-03

A RESOLUTION OF THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY AUTHORIZING THE SUCCESSOR AGENCY'S ISSUANCE OF TAX ALLOCATION REFUNDING BONDS AND TAKING RELATED ACTIONS

WHEREAS, the former Winters Community Development Agency (the "Former Agency") was a redevelopment agency duly formed pursuant to the Community Redevelopment Law, set forth in Part 1 of Division 24 of the Health and Safety Code ("HSC") of the State of California (the "State"); and

WHEREAS, the Former Agency undertook a program to redevelop a project area known as the City of Winters Community Development Project Area; and

WHEREAS, pursuant to AB X1 26 (enacted in June 2011) and the California Supreme Court's decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the Former Agency was dissolved as of February 1, 2012; the Successor Agency to the Winters Community Development Agency, as the successor to the Former Agency (the "Successor Agency"), was constituted; and an Oversight Board to the Successor Agency (the "Oversight Board") was established; and

WHEREAS, to finance redevelopment projects, including affordable housing projects, the Former Agency issued its City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2004, in the aggregate principal amount of \$7,820,000 (the "2004 Bonds") and its City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2007, in the aggregate principal amount of \$11,470,000 (the "2007 Bonds"); and

WHEREAS, as of the date of this Resolution, a portion of the principal amount of each of the 2004 Bonds and the 2007 Bonds remains outstanding (the "Outstanding Bonds"); and

WHEREAS, pursuant to AB X1 26 added Part 1.8 (commencing with Section 34161) and Part 1.85 (commencing with Section 34170) to Division 24 of the HSC (such Parts 1.8 and 1.85, including amendments and supplements thereto enacted after AB X1 26, being referred to herein as the "Dissolution Act"); and

WHEREAS, the Successor Agency is tasked with winding-down the Former Agency's affairs and the Successor Agency's powers are limited by the Dissolution Act; and

WHEREAS, pursuant to HSC Section 34177.5(a), the Successor Agency is authorized to issue bonds (the "Refunding Bonds") to refund the Outstanding Bonds, to provide savings to the Successor Agency, provided that:

- (i) the total interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total remaining interest cost to maturity on the Outstanding Bonds, plus the remaining principal of the Outstanding Bonds to be refunded; and

- (ii) the principal amount of the Refunding Bonds shall not exceed the amount required to defease the refunded Outstanding Bonds, to establish customary debt service reserves and pay related costs of issuance; and

WHEREAS, the Successor Agency desires to issue Refunding Bonds to refund the Outstanding Bonds to achieve debt service savings; and

WHEREAS, the Refunding Bonds will be issued under the authority of HSC Section 34177.5 and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Bond Law"); and

WHEREAS, the Refunding Bonds will be issued pursuant to, and will be secured by, a pledge of property tax revenues as provided in, an indenture (the "Indenture"); and

WHEREAS, proceeds from the sale of the Refunding Bonds will be used to: (i) effect the defeasance of the Outstanding Bonds (which may be through the establishment of refunding escrows), (ii) make deposits into debt service reserve funds, if such deposits are required pursuant to the terms of the Indenture, and (iii) pay costs of issuance of the Refunding Bonds; and

WHEREAS, there has been presented to this Board an analysis of the potential debt service savings that will accrue as a result of issuance of the Refunding Bonds; and

WHEREAS, pursuant to HSC Sections 34177.5(f) and 34180, the issuance of the Refunding Bonds is subject to the Oversight Board's prior approval; and

WHEREAS, the City Manager of the City of Winters (the "City") is designated the Executive Director of the Successor Agency; the Director of Financial Management of the City is designated the Finance Officer of the Successor Agency; and the City Clerk of the City is designated the Secretary of the Successor Agency;

NOW, THEREFORE, THE GOVERNING BOARD OF THE SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY HEREBY FINDS, DETERMINES, RESOLVES, AND ORDERS AS FOLLOWS:

Section 1. The above recitals are true and correct and are a substantive part of this Resolution.

Section 2. The issuance of the Refunding Bonds, in one or series, in an aggregate principal amount not exceeding \$16,000,000, pursuant to the provisions of HSC Section 34177.5, the Refunding Bond Law and the Indenture, is hereby approved and authorized.

Section 3. The Indenture, in the form on file with the Secretary of the Successor Agency, is hereby approved. Each of the Chair of this Board, the Vice Chair of this Board and the Executive Director of the Successor Agency (each, an Authorized Officer"), acting individually, is hereby authorized to execute and deliver, for and in the name of the Successor Agency, the Indenture in substantially such form, with changes therein as the Authorized Officer may approve (such approval to be conclusively evidenced by the execution and delivery thereof).

Section 4. This Board hereby requests the Oversight Board to approve the Successor Agency's issuance of the Refunding Bonds. The Secretary of the Successor Agency is hereby directed to transmit this Resolution to the Oversight Board for consideration at the earliest possible date.

Section 5. Pursuant to Health and Safety Code Section 34177.5(b), the Refunding Bonds shall be sold either through a public offering or a private placement transaction. The engagement of Stifel, Nicolaus & Company, Incorporated, either as the bond underwriter (in the case of a public offering) or the placement agent (in the case of a private placement sale) is hereby approved. The Executive Director and the Finance Officer of the Successor Agency are each hereby authorized to negotiate the terms of a bond purchase agreement (the "Bond Purchase Agreement"), by and between the Successor Agency and the underwriter or the private placement purchaser(s), as applicable, for the sale of the Refunding Bonds; provided, that the Bond Purchase Agreement shall be subject to the approval of this Board, in substantial final form, before the execution and delivery thereof.

Section 6. This Board hereby approves and affirms, with respect to the Refunding Bonds, the engagement of: (a) NHA Advisors, to act as the municipal advisor, (b) Richards, Watson & Gershon, A Professional Corporation, to act as bond counsel and disclosure counsel, and (c) Urban Futures, Incorporated, to provide a fiscal consultant report in connection with the refunding and assist the Successor Agency regarding continuing disclosure obligations. The Authorized Officers are authorized to execute, on behalf of the Successor Agency, agreements to effectuate the engagement of such firms for this refunding.

Section 7. The members of this Board and the Authorized Officers, and all other officers of the Successor Agency, are hereby authorized, jointly and severally, to execute and deliver any and all necessary documents and instruments, and to do all things (including, but not limited to, obtaining bond insurance or other types of credit enhancement, engagement of a verification agent for the defeasance escrow) which they may deem necessary or proper to effectuate the purposes of this Resolution.

Section 8. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED, and ADOPTED by the Governing Board of the Successor Agency to the Winters Community Development Agency at a meeting duly held on the 1st day of November, 2016.

AYES:

NOES:

ABSENT:

Chair

ATTEST:

Secretary

SUCCESSOR AGENCY TO THE
WINTERS COMMUNITY DEVELOPMENT AGENCY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,
as Trustee

INDENTURE

Dated as of February 1, 2017

Relating to

\$ _____
Successor Agency to the Winters Community Development Agency
Tax Allocation Refunding Bonds
Series 2017

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INDENTURE

This Indenture (this “Indenture”), dated as of February 1, 2017, is made and entered into by and between the Successor Agency to the Winters Community Development Agency, a public body, organized and existing under and by virtue of the laws of the State of California (the “Successor Agency”), as the successor entity to the Winters Community Development Agency (the “Former Agency”) and [The Bank of New York Mellon Trust Company, N.A.], a national banking association duly organized and existing under the laws of the United States of America, as trustee (the “Trustee”);

RECITALS

A. The Former Agency was a redevelopment agency formed pursuant to the Community Redevelopment Law, set forth in Part 1 of Division 24 of the Health and Safety Code of the State of California (“HSC”).

B. The Former Agency undertook a program to redevelop a project area known as the City of Winters Community Development Project Area (the “Project Area”).

C. To finance redevelopment projects, including affordable housing projects, the Former Agency issued its City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2004, in the aggregate principal amount of \$7,820,000 (the “2004 Bonds”) and its City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2007, in the aggregate principal amount of \$11,470,000 (the “2007 Bonds”), and

D. Pursuant to AB X1 26 (enacted in June 2011), and the State Supreme Court’s decision in *California Redevelopment Association, et al. v. Ana Matosantos, et al.*, 53 Cal. 4th 231 (2011), the Former Agency was dissolved as of February 1, 2012, the Successor Agency was constituted, and the Oversight Board to the Successor Agency (the “Oversight Board”) was established.

E. The Successor Agency is authorized to issue bonds (the “Bonds”) to refund the Agency Loans, subject to the conditions precedent set forth in HSC Section 34177.5.

F. The Successor Agency desires to issue the Bonds to refund all of the outstanding 2004 Bonds and 2007 Bonds.

G. The Bonds will be issued under the authority of HSC Section 34177.5 and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code.

H. Pursuant to HSC Section 34177.5 and 34180, the issuance of the Bonds is subject to the Oversight Board’s prior approval and, pursuant to HSC Section 34179(h), all Oversight Board actions are subject to review by the California State Department of Finance (the “DOF”).

I. On _____, 2016, the Oversight Board adopted Resolution No. _____ (the “Oversight Board Resolution”), approving the issuance of the Bonds.

J. The DOF issued a letter dated _____, 201_, confirming the DOF's approval of the Oversight Board Resolution.

K. The Successor Agency has determined that the Bonds will be in the form of its Tax Allocation Refunding Bonds, Series 2017 (the "Bonds") to be issued pursuant to this Indenture.

L. The Successor Agency has determined that all acts and things have been done and performed which are necessary to make Indenture a valid and binding agreement for the security of the Bonds authenticated and delivered hereunder.

NOW THEREFORE, THIS INDENTURE WITNESSETH, that in order to secure the payment of the principal of, and the interest and premium, if any, on, all Bonds at any time issued and Outstanding under this Indenture, according to their tenor, and to secure the performance and observance of all the covenants and conditions set forth therein and in this Indenture, and to declare the terms and conditions upon and subject to which the Bonds are to be issued and received, and in consideration of the premises and of the mutual covenants contained in this Indenture and of the purchase and acceptance of the Bonds by Owners thereof, and for other valuable consideration, the receipt whereof is hereby acknowledged, the Successor Agency does hereby covenant and agree with the Trustee, for the benefit of the respective holders from time to time of the Bonds, as follows:

ARTICLE I DEFINITIONS; RULES OF CONSTRUCTION; EQUAL SECURITY

SECTION 1.01 Definitions. Unless the context otherwise requires, the terms defined in this Section shall for all purposes of this Indenture and the Bonds and of any certificate, opinion, report, request or other document herein or therein mentioned have the meanings specified below.

"2004 Bonds" means the Winters Community Development Agency City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2004.

"2007 Bonds" means the Winters Community Development Agency City of Winters Community Development Project Area, Tax Allocation Bonds, Series 2004.

"2016 Escrow Agreement" means the Escrow Agreement, dated as of February 1, 2017, by and between the Successor Agency, and [The Bank of New York Mellon Trust Company, N.A.], as trustee and escrow agent, pertaining to the refunding and defeasance of the 2004 Bonds and the 2007 Bonds.

"Annual Debt Service," with respect to the Outstanding Bonds for which the calculation is being made, means for each Bond Year, the sum of (1) the interest falling due on such Outstanding Bonds in that Bond Year, assuming that all Outstanding Serial Bonds are retired as scheduled and that all Outstanding Term Bonds, if any, are redeemed from the Sinking Account, as may be scheduled (except to the extent that such interest is to be paid from the proceeds of sale of any Bonds), (2) the principal amount of such Outstanding Serial Bonds, if any, maturing

by their terms in such Bond Year, and (3) the minimum principal amount of such Outstanding Term Bonds required to be paid or called and redeemed in such Bond Year.

“Average Annual Debt Service” means the average Annual Debt Service over all Bond Years.

“Authorized Officer” means, with respect to the Successor Agency, the Chair (who is the Mayor of the City), the Vice Chair (who is the Mayor Pro Tem of the City), the Executive Director of the Successor Agency (who is the City Manager of the City) and the Finance Officer (which is the Director of Financial Management of the City), or any other officer of the Successor Agency duly authorized to act on behalf of the Successor Agency for purposes of this Indenture.

“Authorized Investments” means any of the following which at the time of investment are legal investments under the laws of the State for the moneys proposed to be invested therein (the Trustee is entitled to conclusively rely on a Written Request of the Successor Agency directing investment in such Authorized Investment as a certification by the Successor Agency to the Trustee that such Authorized Investment is a legal investment under the laws of the State):

(i) Direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America;

(b) Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by the United States of America;

(iii) Obligations fully and unconditionally guaranteed as to timely payment of principal and interest by any agency or instrumentality of the United States of America when such obligations are backed by the full faith and credit of the United States of America.

(iv) Evidences of ownership of proportionate interests in future interest and principal payments on obligations described in clause (i), (ii) or (iii) above held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying government obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated.

(v) Federal Housing Administration debentures.

(vi) Listed obligations of government-sponsored agencies which are not backed by the full faith and credit of the United States of America

(a) Federal Home Loan Mortgage Corporation (FHLMC);

(b) Participation certificates (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts) - Senior Debt obligations;

(c) Farm Credit Banks (formerly: Federal Land Banks, Federal Intermediate Credit Banks and Banks for Cooperatives) Consolidated system-wide bonds and notes;

(d) Federal Home Loan Banks (FHL Banks) Consolidated debt obligations;

(e) Federal National Mortgage Association (FNMA) Senior debt obligations Mortgage-backed securities (excluded are stripped mortgage securities which are purchased at prices exceeding their principal amounts);

(f) Student Loan Marketing Association (SLMA) Senior debt obligations (excluded are securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date);

(g) Financing Corporation (FICO) Debt obligations;

(h) Resolution Funding Corporation (REFCORP) Debt obligations.

(vii) Unsecured certificates of deposit, time deposits, and bankers' acceptances (having maturities of not more than 30 days) of any bank the short-term obligations of which are rated "A-1" or better by S&P.

(viii) Deposits the aggregate amount of which are fully insured by the Federal Deposit Insurance Corporation (FDIC), in banks which have capital and surplus of at least \$5 million, including certificates of deposit placed through the CDARS program.

(ix) Commercial paper (having original maturities of not more than 270 days) rated "A-1+" by S&P and "Prime-1" by Moody's.

(x) Money market funds rated "Aam" or "AAM-G" by S&P, or better, that are invested solely in U.S. Treasury, U.S. government agencies or U.S. local government obligations.

(xi) "State Obligations," which means:

(a) Direct general obligations of any state of the United States of America or any subdivision or agency thereof to which is pledged the full faith and credit of a state the unsecured general obligation debt of which is rated "A3" by Moody's and "A" by S&P, or better, or any obligation fully and unconditionally guaranteed by any state, subdivision or agency whose unsecured general obligation debt is so rated;

(b) Direct general short-term obligations of any state agency or subdivision or agency thereof described in (a) above and rated "A-1+" by S&P and "MIG-1" by Moody's;

(c) Special Revenue Bonds (as defined in the United States Bankruptcy Code) of any state, state agency or subdivision described in (A) above and rated "AA" or better by S&P and "Aa" or better by Moody's;

(xii) Pre-refunded municipal obligations rated "AAA" by S&P and "Aaa" by Moody's meeting the following requirements:

(a) the municipal obligations are (1) not subject to redemption prior to maturity or (2) the trustee for the municipal obligations has been given irrevocable instructions concerning their call and redemption and the issuer of the municipal obligations has covenanted not to redeem such municipal obligations other than as set forth in such instructions;

(b) the municipal obligations are secured by cash or direct obligations (other than an obligation subject to variation in principal repayment) of the United States of America ("United States Treasury Obligations") which may be applied only to payment of the principal of, interest and premium on such municipal obligations;

(c) the principal of and interest on the United States Treasury Obligations (plus any cash in the escrow) has been verified by the report of independent certified public accountants to be sufficient to pay in full all principal of, interest, and premium, if any, due and to become due on the municipal obligations ("Verification");

(d) the cash or United States Treasury Obligations serving as security for the municipal obligations are held by an escrow agent or trustee in trust for owners of the municipal obligations;

(e) no substitution of a United States Treasury Obligation shall be permitted except with another United States Treasury Obligation and upon delivery of a new Verification; and

(f) the cash or United States Treasury Obligations are not available to satisfy any other claims, including those by or against the trustee or escrow agent.

(xiii) Repurchase agreements with (1) any domestic bank, or domestic branch of a foreign bank, the long term debt of which is rated at least "A" by S&P and Moody's; or (2) any broker-dealer with "retail customers" or a related affiliate thereof which broker-dealer has, or the parent company (which guarantees the provider) of which has, long-term debt rated at least "A" by S&P and Moody's, which broker-dealer falls under the jurisdiction of the Securities Investors Protection Corporation; or (3) any other entity rated "A" or better by S&P and Moody's, provided that:

(a) The market value of the collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); provided, however, that such collateral levels need not be met, if a repurchase agreement has a term of 270 days or less (with no evergreen provision), and so long as such collateral levels are 103 percent or better and the provider is rated at least "A" by S&P and Moody's;

(b) The Trustee or a third party acting solely as agent therefor or for the Successor Agency (the "Holder of the Collateral") has possession of the collateral or the collateral has been transferred to the Holder of the Collateral in accordance with applicable state and federal laws (other than by means of entries on the transferor's books);

(c) The repurchase agreement shall state and an opinion of counsel shall be rendered at the time such collateral is delivered that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(d) All other requirements of S&P in respect of repurchase agreements shall be met; and

(e) The repurchase agreement shall provide that if during its term the provider's rating by either Moody's or S&P is withdrawn or suspended or falls below "A-" by S&P or "A3" by Moody's, as appropriate, the provider must, at the direction of the Successor Agency or the Trustee, within 10 days of receipt of such direction, repurchase all collateral and terminate the agreement, with no penalty or premium to the Successor Agency or Trustee.

(xiv) Investment agreements with a domestic or foreign bank or corporation (other than a life or property casualty insurance company) the long-term debt of which, or, in the case of a guaranteed corporation the long-term debt, or, in the case of a monoline financial guaranty insurance company, claims paying ability, of the guarantor is rated at least "AA" by S&P and "Aa" by Moody's; provided that, by the terms of the investment agreement:

(a) Interest payments are to be made to the Trustee at times and in amounts as necessary to pay debt service (or, if the investment agreement is for the construction fund, construction draws) on the Bonds;

(b) The invested funds are available for withdrawal without penalty or premium, at any time upon not more than seven days' prior notice (and the Successor Agency and the Trustee hereby agree to give or cause to be given notice in accordance with the terms of the investment agreement so as to receive funds thereunder with no penalty or premium paid);

(c) The investment agreement shall state that the provider's payment obligation thereunder is the unconditional and general obligation of, and is not subordinated to any other obligation of, the provider thereof or, if the provider is a bank, the agreement or the opinion of counsel, shall state that the obligation of the provider to make payments thereunder ranks pari passu with the obligations of the provider to its other depositors and its other unsecured and unsubordinated creditors;

(d) The Successor Agency or the Trustee receives the opinion of domestic counsel (which opinion shall be addressed to the Successor Agency) that such investment agreement is legal, valid, binding and enforceable upon the provider in accordance with its terms and of foreign counsel (if applicable);

(e) The investment agreement shall provide that if during its term:

(I) the provider's rating by either S&P or Moody's falls below "AA-" or "Aa3", respectively, the provider shall, at its option, within 10 days of receipt of publication of such downgrade, either (A) collateralize the investment agreement by delivering or transferring in accordance with applicable state and federal laws (other than by means of entries on the provider's books) to the Successor Agency, the Trustee or a third party acting solely as agent therefor (the "Holder of the Collateral") collateral free and clear of any third-party liens or claims the market value of which collateral is maintained at levels and upon such conditions as would be acceptable to S&P and Moody's to maintain an "A" rating in an "A" rated structured financing (with a market value approach); or (B) repay the principal of and accrued but unpaid interest on the investment, and

(II) the provider's rating by either S&P or Moody's is withdrawn or suspended or falls below "A-" or "A3", respectively, the provider must, at the direction of the Successor Agency or the Trustee, within 10 days of receipt of such direction, repay the principal of and accrued but unpaid interest on the investment, in either case with no penalty or premium to the Authority or Trustee,

(f) The investment agreement shall state and an opinion of counsel shall be rendered, in the event collateral is required to be pledged by the provider under the terms of the investment agreement, at the time such collateral is delivered, that the Holder of the Collateral has a perfected first priority security interest in the collateral, any substituted collateral and all proceeds thereof (in the case of bearer securities, this means the Holder of the Collateral is in possession);

(g) the investment agreement must provide that if during its term:

(I) the provider shall default in its payment obligations, the provider's obligations under the investment agreement shall, at the direction of the Successor Agency or the Trustee, be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Successor Agency or Trustee, as appropriate, and

(II) the provider shall become insolvent, not pay its debts as they become due, be declared or petition to be declared bankrupt, etc. ("event of insolvency"), the provider's obligations shall automatically be accelerated and amounts invested and accrued but unpaid interest thereon shall be repaid to the Successor Agency or Trustee, as appropriate.

(xv) Any other investments which meet the criteria established by applicable published investment guidelines issued by each rating agency then rating the Bonds; or

(xvi) Any state administered pool investment fund in which the Successor Agency is statutorily permitted or required to invest will be deemed a permitted investment, including, but not limited to the Local Agency Investment Fund in the treasury of the State.

"Book-Entry Bonds" means Bonds registered in the name of the Nominee of a Depository as the Owner thereof pursuant to the terms and provisions of Section 2.12 of this Indenture.

[“Bond Insurance Policy” means the insurance policy issued by the Bond Insurer guaranteeing the scheduled payment of principal of and interest on the Insured Bonds when due.]

[“Bond Insurer” means _____, a _____, or any successor thereto or assignee thereof.]

“Bond Year” means each twelve month period extending from September 2 in one calendar year to September 1 of the succeeding calendar year, both dates inclusive; except that the first Bond Year shall extend from the Closing Date to September 1, [2017].

“Bonds” means the Successor Agency to the Winters Community Development Agency Tax Allocation Refunding Bonds, Series 2017, issued pursuant to this Indenture.

“Book-Entry Bonds” means the Bonds registered in the name of the nominee of DTC, as the registered owner thereof, pursuant to the terms and provisions of Section 2.12.

“Business Day” means a day other than a Saturday, a Sunday or a day on which banks located in the city where the corporate trust office of the Trustee is located are required or authorized to remain closed.

“Certificate of the Successor Agency” means an instrument in writing signed by an Authorized Officer of the Successor Agency.

“City” means the City of Winters, California.

“Closing Date” means _____, 2017.

“Code” means the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder.

“Consultant’s Report” means a report signed by an Independent Financial Consultant or an Independent Redevelopment Consultant, as may be appropriate to the subject of the report, and including:

- (1) a statement that the person or firm making or giving such report has read the pertinent provisions of this Indenture to which such report relates;
- (2) a brief statement as to the nature and scope of the examination or investigation upon which the report is based;
- (3) a statement that, in the opinion of such person or firm, sufficient examination or investigation was made as is necessary to enable said Independent Financial Consultant or Independent Redevelopment Consultant to express an informed opinion with respect to the subject matter referred to in the report.

“Continuing Disclosure Certificate” means the continuing disclosure undertakings of the Successor Agency with respect to the Bonds in connection with Securities Exchange

Commission Rule 15c2-12, as originally executed and as the same may be amended and supplemented from time to time in accordance to the terms thereof.

“Costs of Issuance Fund” means the fund by that name held by the Trustee pursuant to Section 4.04.

“County” means the Yolo County, California.

“County Auditor-Controller” means the Auditor-Controller of the County.

“Debt Service Fund” means the Debt Service Fund held by the Trustee pursuant to Section 4.02.

“Depository” means any securities depository acting as Depository pursuant to Section 2.12 of this Indenture.

“Dissolution Act” means Parts 1.8 (commencing with Section 34161) and 1.85 (commencing with Section 34170) of Division 24 of the HSC, as previously amended and as the same may be further amended from time to time.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Fair Market Value” means the price at which a willing buyer would purchase the investment from a willing seller in a bona fide, arm’s length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of section 1273 of the Code) and, otherwise, the term “fair market value” means the acquisition price in a bona fide arm’s length transaction (as referenced above) if: (i) the investment is a certificate of deposit the value of which is determined in accordance with applicable regulations under the Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) the value of which is determined in accordance with applicable regulations under the Code, (iii) the investment is a United States Treasury Security-State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt, or (iv) the investment is the Local Agency Investment Fund of the State, but only if at all times during which the investment is held its yield is reasonably expected to be equal to or greater than the yield on a reasonably comparable direct obligation of the United States of America.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness, or other evidences of indebtedness secured by the full faith and credit of the United States of America; and also any securities now or hereafter authorized both the interest on and principal of which are guaranteed directly by the full faith and credit of the United States of America, as and to the extent that such securities are eligible for the legal investment of Successor Agency funds.

“Fiscal Year” means the period commencing on July 1 of each year and terminating on the next succeeding June 30, or any other annual accounting period hereafter selected and designated by the Successor Agency as its Fiscal Year in accordance with the Law and identified in writing to the Trustee.

“Former Agency” means the former Winters Community Development Agency, a redevelopment agency established and existed under the Law, which was dissolved on February 1, 2012 pursuant to the Dissolution Act.

“HSC” means the Health and Safety Code of the State.

“Housing DDA Obligation Fund” means the fund by that name established pursuant to Section 5.08 of this Indenture.

“Indenture” means this Indenture, as may be amended from time to time in accordance with the terms hereof.

“Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State of California, appointed and paid by the Successor Agency, and who, or each of whom:

(1) is in fact independent and not under the domination of the Successor Agency;

(2) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(3) is not connected with the Successor Agency as a member, officer or employee of the Successor Agency, but who may be regularly retained to make annual or other audits of the books of or reports to the Successor Agency.

“Independent Financial Consultant” means a financial consultant or firm of such consultants generally recognized to be well qualified in the financial consulting field, appointed and paid by the Successor Agency and who, or each of whom:

(1) is in fact independent and not under the domination of the Successor Agency;

(2) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(3) is not connected with the Successor Agency as a member, officer or employee of the Successor Agency, but who may be regularly retained to make annual or other reports to the Successor Agency.

“Independent Redevelopment Consultant” means a consultant or firm of such consultants generally recognized to be well qualified in the field of consulting relating to tax allocation bond

financing by California redevelopment agencies, appointed and paid by the Successor Agency, and who, or each of whom:

(1) is in fact independent and not under the domination of the Successor Agency;

(2) does not have any substantial interest, direct or indirect, with the Successor Agency; and

(3) is not connected with the Successor Agency as a member, officer or employee of the Successor Agency, but who may be regularly retained to make annual or other reports to the Successor Agency.

“Information Services” means the Electronic Municipal Market Access System (referred to as “EMMA”), a facility of the Municipal Securities Rulemaking Board, at www.emma.msrb.org; provided, however, in accordance with then current guidelines of the Securities and Exchange Commission, Information Services shall mean such other facilities or organizations providing information with respect to called bonds as may be designated to the Trustee in writing.

“Insured Bonds” means the Bonds maturing on September in the years _____, inclusive.

“Interest Account” means the account by that name within the Debt Service Fund held by the Trustee pursuant to Section 4.05(a).

“Interest Payment Date” means, with respect to the Bonds, each March 1 or September 1, on which interest on the Bonds is scheduled to be paid, commencing [March] 1, 2017.

“Interest Reserve” has the meaning given to such term under Section 4.02(b).

“Law” means the Community Redevelopment Law of the State of California (being Part 1 of Division 24 of the Health and Safety Code of the State of California, as amended), and all laws amendatory thereof or supplemental thereto, including the Dissolution Act.

“Letter of Representations” means the Blanket Issuer Letter of Representations, dated _____, 2016, from the Successor Agency to the Depository, qualifying bonds issued by the Successor Agency for the Depository’s book-entry system as originally executed or as it may be supplemented or revised or replaced by a letter to a substitute depository.

“Maximum Annual Debt Service” means, with respect to the Outstanding Bonds for which the calculation is being made, the largest Annual Debt Service during the period from the date of calculation through the final maturity date of such Bonds.

“Moody’s” means Moody’s Investors Service and its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Successor Agency.

“Nominee” means Cede & Co., or another nominee of the Depository, which may be the Depository, as determined from time to time pursuant to Section 2.12 of this Indenture.

“Obligations” means obligations of the Successor Agency and includes, without limitation, bonds, notes, interim certificates, debentures or other obligations.

“Outstanding” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 8.02) all Bonds except

(1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;

(2) Bonds paid or deemed to have been paid within the meaning of Section 9.01; and

(3) Bonds in lieu of or in substitution for which other Bonds shall have been authorized, executed, issued and delivered by the Successor Agency pursuant to the Indenture.

“Oversight Board” means the oversight board to the Successor Agency established pursuant to HSC Section 34179.

“Owner” means the registered owner of any Outstanding Bond according to the registration books held by the Trustee pursuant to Section 2.08.

“Parity Obligations” means any Obligations incurred pursuant to Section 5.02 payable from, and secured by a lien on and pledge of, Tax Revenues on a parity with the Bonds.

“Parity Reserve Accounts” means the debt service reserve account(s), if any, to be established and maintained for Parity Obligations, as required by the indenture (or similar instrument) governing the Parity Obligations.

“Participants” means those broker-dealers, banks and other financial institutions from time to time for which the Depository holds Book-Entry Bonds as securities depository.

“Pass-Through Agreements” means, collectively, the following agreements made by the Former Agency and each counterparty pursuant to Health and Safety Code Section 33401: (i) Agreement No. 92-153 (Agreement Between the Redevelopment Agency of the City of Winters and the County of Yolo Pursuant to Health and Safety Code Section 33410), dated as of August 25, 1992, (ii) Agreement Between the Community Development Agency of the City of Winters and the Winters Cemetery District Pursuant to Health and Safety Code Section 33410, dated as of June 9, 1993, (iii) Agreement Between the Community Development Agency of the City of Winters and the Sacramento-Yolo Mosquito Abatement and Vector Control District Pursuant to Health and Safety Code Section 33410, dated as of July 22, 1993, and (iv) Agreement for Cooperation between Community Development Agency of the City of Winters and the Solano County Community College District (City of Winters Community Development Project), dated as of December 1, 1992.

“Principal Account” means the account by that name within the Debt Service Fund held by the Trustee pursuant to Section 4.05(b).

“Principal Payment Date” means each September 1 on which principal of any Bond is scheduled to be paid.

“Principal Reserve” has the meaning given to such term under Section 4.02(b).

“Project Area” has the meaning ascribed to it in the Redevelopment Plan, and refers to the geographical area of the City of Winters Community Development Project Area, and any territory that may be hereafter added thereto by an amendment to the Redevelopment Plan.

“Qualified Reserve Account Credit Instrument” means an irrevocable standby or direct-pay letter of credit, surety bond or insurance policy issued by a commercial bank or insurance company and deposited with the Trustee pursuant to Section 4.05(d), provided that all of the following requirements are met: (i) at the time of issuance of the instrument, the long-term credit rating of such bank is within the two highest rating categories (without regards to any numerical or “+/-” modifier) of Moody’s or S&P, or the claims paying ability of such insurance company is rated within the two highest rating categories (without regards to any numerical or “+/-” modifier) of S&P or A.M. Best & Company, or if any of the Bonds are insured, the long-term credit rating of such bank or claims paying ability of such insurance company is at least as high as the insured rating of the Bonds; (ii) such letter of credit, surety bond or insurance policy has a term which ends no earlier than the last Interest Payment Date of the Bonds to which the Reserve Requirement applies; (iii) such letter of credit, surety bond or insurance policy has a stated amount at least equal to the portion of the Reserve Requirement with respect to which funds are proposed to be released pursuant to Section 4.05(d); and (iv) the Trustee is authorized pursuant to the terms of such letter of credit, surety bond or insurance policy to draw thereunder amounts necessary to carry out the purposes specified in Section 4.05(d), including the replenishment of the Interest Account, the Principal Account or the Sinking Account.

“Rebate Amount” has the meaning ascribed to it in the Tax Certificate relating to the Bonds.

“Record Date” means with respect to any Interest Payment Date, the fifteenth calendar day of the month immediately preceding such Interest Payment Date, whether or not such day is a Business Day.

“Redevelopment Obligation Retirement Fund” means the fund by that name established and held by the Successor Agency pursuant to HSC Section 34170.5.

“Redevelopment Plan” means the redevelopment plan for the Project Area, adopted and approved by Ordinance No. 92-08, adopted by the City Council of the City on July 20, 1992.

“Refunding Bond Law” means Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State.

“Reserve Account” means the account by that name within the Debt Service Fund held by the Trustee pursuant to Section 4.05(d).

“Reserve Requirement” means, as of any calculation date, an amount (to be confirmed by the Successor Agency to the Trustee upon the Trustee’s request) equal to the least of (i) ten percent of the sum of the original stated principal amounts of the Bonds at issuance, (ii) 125 percent of Average Annual Debt Service or (iii) Maximum Annual Debt Service.

[“Reserve Policy” means the _____ issued by the Bond Insurer for the credit of the Reserve Account upon issuance of the Bonds, which is a Qualified Reserve Account Credit Instrument.]

“ROPS” means a Recognized Obligation Payment Schedule, prepared by the Successor Agency pursuant to the Dissolution Act (including HSC Section 34177 and Section 34191.6), on which the Successor Agency’s anticipated payments for enforceable obligations for the upcoming ROPS Payment Period(s) are listed.

“ROPS Period” means the annual fiscal period (commencing on each July 1) covered by a ROPS; provided that if the Dissolution Act is hereafter amended, such that each ROPS covers a fiscal period of a different length, then “ROPS Period” shall mean such other fiscal period per the Dissolution Act, as amended.

“ROPS Payment Period” means the six month fiscal period (commencing on each January 1 and July 1) during which moneys distributed on a RPTTF Distribution Date are permitted to be expended under the Dissolution Act; provided that if the Dissolution Act is hereafter amended, such that each ROPS Payment Period covers a fiscal period of a different length, then “ROPS Payment Period” shall mean such other fiscal period per the Dissolution Act, as amended.

“RPTTF” means the Redevelopment Property Tax Trust Fund established and held by the County Auditor-Controller pursuant to HSC Section 34172(c) and 34170.5, into which the property tax revenues that would have been allocated to the Former Agency pursuant to subdivision (b) of Section 16 of Article XVI of the Constitution of the State are deposited and administered in accordance with the provisions of the Dissolution Act.

“RPTTF Disbursement Date” means each January 2 and June 1 (or such other date(s) as provided in the Dissolution Act) on which the County Auditor-Controller is required pursuant to the Dissolution Act to disburse moneys deposited in the RPTTF to the Successor Agency for payment on enforceable obligations pursuant to an approved ROPS.

“S&P” means S&P Global Ratings, its successors and assigns, or, if such corporation shall be dissolved or liquidated or shall no longer perform the functions of a securities rating agency, any other nationally recognized securities rating agency designated by the Successor Agency.

“Securities Depository” means The Depository Trust Company, 55 Water Street, New York, New York 10041, or such other addresses provided by the DTC; or in accordance with then applicable guidelines of the Securities and Exchange Commission, such other securities depository or no security depository, as designated to the Trustee in writing.

“Serial Bonds” means Bonds for which no mandatory sinking account payments are provided.

“Sinking Account” means the account by that name within the Debt Service Fund held by the Trustee pursuant to Section 4.05(c).

“Sinking Account Installment” means the amount of money required by or pursuant to this Indenture to be paid by the Successor Agency on any single date toward the retirement of any particular Term Bonds on or prior to their respective stated maturities.

“Sinking Account Payment Date” means any date on which Sinking Account Installments on any Term Bonds are scheduled to be paid.

“Special Fund” means the Special Fund held by the Successor Agency pursuant to Section 4.02.

“State” means the State of California.

“State Department of Finance” means the California Department of Finance.

“Successor Agency” means the Successor Agency to the Winters Community Development Agency, which was established pursuant to the Dissolution Act as the successor to the Former Agency.

“Supplemental Indenture” means any indenture then in full force and effect which has been entered into by the Successor Agency and the Trustee, amendatory of or supplemental to this Indenture; but only if and to the extent that such Supplemental Indenture is specifically authorized under this Indenture.

“Tax Certificate” means the Certificate Regarding Compliance with Certain Tax Matters (or similar document) pertaining to the use and investment of proceeds of the Bonds, executed and delivered by an Authorized Officer of the Successor Agency on the Closing Date, including any and all exhibits and attachments thereto.

“Tax-Exempt” means, with respect to interest on any obligations of a state or local government, including the interest on the Tax-Exempt Bonds, that such interest is excluded from gross income for federal income tax purposes whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating tax liabilities, including any alternative minimum tax, under the Code.

“Tax Revenues” has the following meaning:

(a) All property taxes deposited from time to time into the RPTTF (consisting of all property tax revenues that would have been allocated to the Former Agency pursuant to subdivision (b) of Section 16 of Article XVI of the Constitution of the State and that are deposited and administered in accordance with the provisions of the Dissolution Act), but excluding the following amounts: (i) administrative costs of the County Auditor-Controller deducted as required by HSC Section 34183(a) and (ii) amounts payable to affected taxing

entities pursuant to the Law (including payments under HSC Sections 33676), except to the extent such payment to a taxing entity has been subordinated to the Bonds].

(b) In the event that the provisions of the Dissolution Act are invalidated because of a final judicial decision or a change in law, such that property tax revenues described above are no longer deposited into the RPTTF, then Tax Revenues shall mean all revenues derived from taxes levied on properties that would have been allocated to the Former Agency pursuant to Section 16(b) of Article XVI of the California Constitution, subject to the exclusions stated in paragraph (a) above, as such exclusions are then in effect pursuant to the law of such time.

“Term Bonds” means Bonds which are payable on or before their specified maturity dates from mandatory sinking account payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

“Total Maturity Amount” means with respect to any Outstanding Bond, the aggregate principal amount thereof.

“Trust Office” means the corporate trust office of the Trustee at the address set forth in Section 11.11, or such other office designated by the Trustee from time to time.

“Trustee” means [The Bank of New York Mellon Trust Company, N.A.], and its successors and assigns, or any other corporation or association which may at any time be substituted in its place, as provided in Section 7.01.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated.

“Written Request of the Successor Agency” means an instrument in writing signed by an Authorized Officer of the Successor Agency.

SECTION 1.02 Rules of Construction.

(a) Unless the context otherwise indicates, words expressed in the singular shall include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and shall be deemed to include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections in and the table of contents of this Indenture are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) Unless otherwise indicated, all references herein to “Articles”, “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Indenture; the words “herein”, “hereof”, “hereby”, “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03 Equal Security. In consideration of the acceptance of the Bonds by the Owners thereof, the Indenture shall be deemed to be and shall constitute a contract between the Successor Agency and the Trustee for the benefit of Owners from time to time of all Bonds issued under this Indenture and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds authorized, executed, issued and delivered under this Indenture; and the agreements and covenants set forth in this Indenture to be performed on behalf of the Successor Agency shall be for the equal and proportionate benefit, security and protection of all Owners of the Bonds without preference, priority or distinction as to security or otherwise of any Bonds over any other Bonds, subject to the agreements, conditions, covenants and provisions contained in this Indenture.

ARTICLE II

TERMS OF BONDS; PROVISIONS RELATING TO EXECUTION AND DELIVERY

SECTION 2.01 Authorization; Designation. The Successor Agency has reviewed all proceedings heretofore taken relative to the authorization of the Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in connection with the issuance of the Bonds do exist, have happened and have been performed in due time, form and manner as required by law, and the Successor Agency is now duly authorized pursuant to each and every requirement of law, to issue the Bonds in the manner and form provided in this Indenture. Accordingly, the Successor Agency hereby authorizes the issuance of the Bonds for the purpose of refunding the 2004 Bonds and the 2007 Bonds.

The Successor Agency may at any time execute and deliver the Bonds, designated the Successor Agency to the Winters Community Development Agency Tax Allocation Refunding Bonds, Series 2017, authorized to be issued under this Indenture, in the aggregate principal amount of _____ Dollars (\$_____). Upon the Written Request of the Successor Agency, the Trustee shall authenticate and deliver the Bonds.

SECTION 2.02 Terms of Bonds.

(a) The Bonds shall be dated as of the Closing Date, shall mature on September 1 in each of the years and in the amounts, and shall bear interest (calculated on the basis of a 360-day year of twelve 30-day months) at the rates, as follows:

Year (September 1)	Principal Amount	Interest Rate
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The Bonds shall be delivered in fully registered form, numbered from one upwards in consecutive numerical order. The Bonds shall be executed and delivered in the denominations of \$5,000 or any integral multiple thereof.

(b) Each Bond shall bear interest from the Interest Payment Date immediately preceding the date of authentication thereof, unless (i) it is authenticated during the period from the day after the Record Date for an Interest Payment Date to and including such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated on or prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the Closing Date; provided, however, that if, at the time of authentication of any Bond, interest with respect to such Bond is in default, such Bond shall bear interest from the Interest Payment Date to which interest has been paid or made available for payment with respect to such Bond.

Interest with respect to any Bond shall be payable in lawful money of the United States of America on each Interest Payment Date to the Owner thereof as of the close of business on the Record Date, such interest to be paid by check of the Trustee, mailed by first class mail or draft on the Interest Payment Date to the Owner at such Owner's address as it appears, on such Record Date, on the bond registration books maintained by the Trustee; provided, however, that at the written request of the Owner of Bonds in the aggregate principal amount of \$1,000,000 or more filed with the Trustee prior to any Record Date, interest on such Bonds shall be paid to such Owner on each succeeding Interest Payment Date (unless such request has been revoked in writing) by transfer of immediately available funds to an account in the United States designated in such written request. Payments of defaulted interest with respect to the Bonds shall be paid by check to the Owners of the Bonds as of a special record date to be fixed by the Trustee, notice of which special record date shall be given to the registered Owners of the Bonds not less than ten days prior to such special record date. The principal of and premium, if any, on the Bonds are payable when due at the Trust Office in lawful money of the United States of America.

Notwithstanding the foregoing provisions of this Section 2.02(b), payments with respect to Book-Entry Bonds shall be subject to the Depository's procedures pursuant to Section 2.12

SECTION 2.03 Form of Bonds. The Bonds, the certificate of authentication and the assignment to appear thereon shall be substantially in the forms attached as Appendix A, with necessary or appropriate variations, omissions and insertions as permitted or required by this Indenture.

SECTION 2.04 Redemption of Bonds; General Provisions Relating to Redemption.

(a) Optional Redemption. The Bonds maturing on or before September 1, 20__ shall not be subject to optional redemption prior to their maturity. The Bonds maturing on or after September 1, 20__ shall be subject to redemption as a whole or in part from such maturities as the Successor Agency shall designate (which notice of designation shall be

delivered to the Trustee no later than 45 days prior to the redemption date, or such shorter period as agreed to by the Trustee in its discretion), prior to their maturity at the option of the Successor Agency on any date on or after September 1, 20___, from funds derived by the Successor Agency from any source, at a redemption price equal to [100] percent of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

(b) Mandatory Sinking Account Redemption. The Bonds maturing on September 1, 20___ and September 1, 20___ are also subject to redemption prior to their stated maturity, in part by lot, from Sinking Account Installments deposited in the Sinking Account on September 1 of each year commencing September 1, 20___ and September 1, 20___, respectively, at the principal amount thereof and interest accrued thereon to the date fixed for redemption, without premium, according to the following schedules:

Bonds maturing September 1, 20

<u>Redemption Date</u> <u>(September 1)</u>	<u>Sinking Account</u> <u>Installment</u>
------------------------------------------------	----------------------------------------------

20__ (Maturity)

Bonds maturing September 1, 20

<u>Redemption Date</u> <u>(September 1)</u>	<u>Sinking Account</u> <u>Installment</u>
------------------------------------------------	----------------------------------------------

20__ (Maturity)

(c) General Redemption Provisions

(1) Selection of Bonds. Whenever less than all of the Outstanding Bonds of a maturity are called for redemption at any one time, the Trustee shall select the Bonds to be redeemed from the Outstanding Bonds of such maturity not previously selected for redemption, by lot; provided, that if less than all of the Outstanding Term Bonds of any maturity are called for optional redemption, each future Sinking Account Installment with respect to such Term Bonds will be reduced on a *pro rata* basis (as nearly as practicable) in integral multiples of \$5,000, so that the total amount of Sinking Account Installment payments (with respect to such Term Bonds) to be made after the optional redemption shall be reduced by an amount equal to the principal amount of the Term Bonds so redeemed, as shall be designated by the Successor Agency to the Trustee in writing.

(2) Purchase in Lieu of Redemption. In lieu of redemption of any Term Bond, upon the Written Request of the Successor Agency, the Trustee may apply amounts on deposit in the Debt Service Fund or the Sinking Account at any time, for the purchase of such Term Bonds at public or private sale as and when and at such prices (including brokerage and other charges, but excluding accrued interest, which is payable from the Interest Account) as the Successor Agency may determine in its discretion, but not in excess of the principal amount thereof. No Bonds shall be so purchased by the Trustee with a settlement date more than 60 days prior to the redemption date. The principal amount of any Term Bonds so purchased by the Trustee in any 12 month period ending 30 days prior to any Principal Payment Date in any year shall be credited towards and shall reduce the principal amount of such Term Bonds required to be redeemed on such Principal Payment Date in such year.

(3) Notice. Notice of redemption shall be sent by first class mail (or with respect to notices to be received by DTC or its nominee, the Information Services or the Securities Depository, by such transmission method as acceptable to such entity) by the Trustee, on behalf and at the expense of the Successor Agency, not more than 60 days and not less than 30 days before the redemption date to: (i) the respective Owners of Bonds designated for redemption at their addresses appearing on the bond registration books of the Trustee, (ii) the Information Services, and (iii) the Securities Depository. Each notice of redemption shall state the date of such notice, the Bonds to be redeemed, the redemption date, the redemption price, the place or places of redemption (including the name and appropriate address or addresses), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity are to be redeemed, the distinctive certificate numbers of the Bonds of such maturity to be redeemed and, in the case of Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of such Bonds the redemption price thereof or of said specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Bonds be then surrendered at the address or addresses of the Trustee specified in the redemption notice. If, at the time that the notice redemption is sent to the Owner, the Successor Agency has not deposited with the Trustee sufficient funds to pay the redemption price and accrued interest, in full, with respect to the Bonds being called, the notice shall expressly state that the redemption is conditioned upon the Successor Agency's deposit of funds on or before the redemption date.

Failure by the Trustee to give notice pursuant to this Section to the Information Services or Securities Depository, or the insufficiency of (or the defect in) any such notice shall not affect the sufficiency of the proceedings for redemption. The failure of any Owner to receive any redemption notice sent to such Owner and any defect in the notice so sent shall not affect the sufficiency of the proceedings for redemption.

(4) Partial Redemption. Upon surrender of any Bond redeemed in part only, the Successor Agency shall execute (manually or by facsimile) and the Trustee shall authenticate and deliver to the Owner of such Bond, at the expense of the Successor Agency, a new Bond or Bonds of authorized denominations equal in aggregate principal amount to the unredeemed portion of the Bond surrendered and of the same interest rate and the same maturity. A partial redemption shall be valid upon payment of the amount required to be paid to the registered owner, and the Successor Agency and the Trustee shall be released and discharged from all liability to the extent of such payment.

(5) Right to Rescind. The Successor Agency shall have the right to rescind any optional redemption by written notice of rescission. Any notice of optional redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. Neither such cancellation nor lack of available funds shall constitute an Event of Default under this Indenture. The Trustee will send notice of rescission of such redemption in the same manner as the original notice of redemption was sent.

(6) Effect of Redemption. From and after the date fixed for redemption, if notice of such redemption shall have been duly given and funds available for the payment of such redemption price of the Bonds so called for redemption shall have been duly provided, no interest shall accrue on such Bonds from and after the redemption date specified in such notice. Such Bonds, or parts thereof redeemed, shall cease to be entitled to any lien, benefit or security under the Indenture.

All Bonds redeemed pursuant to the provisions of this Section shall be canceled by the Trustee and the Trustee shall upon Written Request of the Successor Agency deliver a certificate of destruction to the Successor Agency.

SECTION 2.05 Execution of Bonds. The Chair (or in the Chair's absence, the Vice Chair) of the Successor Agency is hereby authorized and directed to execute each of the Bonds on behalf of the Successor Agency and the Secretary (or an Assistant Secretary or Deputy Secretary) of the Successor Agency is hereby authorized and directed to attest each of the Bonds on behalf of the Successor Agency. Any such signatures may be printed, lithographed or reproduced by other kinds of facsimile reproduction, on a Bond to the extent permitted by law. In case any officer whose signature appears on the Bonds shall cease to be such officer before the delivery of the Bonds to the purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes the same as though such officer had remained in office until such delivery of the Bonds.

Only such Bonds bearing thereon a certificate of authentication and registration in the form set forth in Appendix A, executed manually by the Trustee, shall be entitled to any

benefits under the Indenture or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Bonds so registered have been duly issued and delivered under this Indenture and are entitled to the benefits of the Indenture.

SECTION 2.06 Transfer and Registration of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.08, by the person in whose name it is registered, in person or by that person's duly authorized attorney, upon surrender of such Bond for cancellation, accompanied by delivery of a written instrument of transfer in substantially the form set forth in Appendix A hereto duly executed.

Whenever any Bond or Bonds shall be surrendered for transfer, the Successor Agency shall execute and the Trustee shall authenticate and deliver a new Bond or Bonds of like tenor, maturity and Total Maturity Amount. The cost of printing any Bonds and any services rendered or expenses incurred by the Trustee in connection with any such transfer shall be paid by the Successor Agency, except that the Trustee shall require the payment by the Owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer.

The Trustee shall not be required to register the transfer or exchange of any Bond during the 15 days preceding any date established by the Trustee for selection of Bonds for redemption or any Bonds which have matured or been selected for redemption.

SECTION 2.07 Exchange of Bonds. Bonds may be exchanged at the Trust Office for the same aggregate Total Maturity Amount of Bonds of the same maturity of other authorized denominations. The cost of printing any Bonds and any services rendered or expenses incurred by the Trustee in connection with any such exchange shall be paid by the Successor Agency, except that the Trustee shall require the payment by the Owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange. No such exchange shall be required to be made during the 15 days preceding any date established by the Trustee for selection of Bonds for redemption or any Bonds which have matured or been selected for redemption.

SECTION 2.08 Bond Registration Books. The Trustee will keep at the Trust Office sufficient books for the registration and transfer of the Bonds, which shall at all times be open to inspection by the Successor Agency during regular business hours with reasonable prior notice; and, upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Bonds on said books as hereinbefore provided.

SECTION 2.09 Mutilated, Destroyed, Stolen or Lost Bonds. In case any Bond shall become mutilated in respect of the body of such Bond, or shall be believed by the Successor Agency to have been destroyed, stolen or lost, upon proof of ownership satisfactory to the Trustee, and upon the surrender of such mutilated Bond at the Trust Office, or upon the receipt of evidence satisfactory to the Trustee of such destruction, theft or loss, and upon receipt also of indemnity satisfactory to the Successor Agency and the Trustee, and upon payment of all expenses incurred by the Successor Agency and the Trustee, the Successor Agency shall execute (manually or by facsimile) and the Trustee shall authenticate and deliver at the Trust Office a

new Bond or Bonds of the same maturity and for the same Total Maturity Amount, of like tenor and date, with such notations as the Successor Agency shall determine, in exchange and substitution for and upon cancellation of the mutilated Bond, or in lieu of and in substitution for the Bond so destroyed, stolen or lost.

If any such destroyed, stolen or lost Bond shall have matured or shall have been called for redemption, payment of the amount due thereon may be made by the Trustee upon receipt by the Trustee and the Successor Agency of like proof, indemnity and payment of expenses.

Any such replacement Bonds issued pursuant to this Section shall be entitled to equal and proportionate benefits with all other Bonds issued under this Indenture. The Successor Agency and the Trustee shall not be required to treat both the original Bond and any replacement Bond as being Outstanding for the purpose of determining the principal amount of Bonds which may be issued under this Indenture or for the purpose of determining any percentage of Bonds Outstanding under this Indenture, but both the original and replacement Bond shall be treated as one and the same.

SECTION 2.10 Temporary Bonds. Until definitive Bonds shall be prepared, the Successor Agency may cause to be executed and delivered in lieu of such definitive Bonds and subject to the same provisions, limitations and conditions as are applicable in the case of definitive Bonds, except that they may be in any denominations authorized by the Successor Agency, one or more temporary typed, printed, lithographed or engraved Bonds in fully registered form, as may be authorized by the Successor Agency, substantially of the same tenor and, until exchanged for definitive Bonds, entitled and subject to the same benefits and provisions of the Indenture as definitive Bonds. If the Successor Agency issues temporary Bonds it will execute and furnish definitive Bonds without unnecessary delay and thereupon the temporary Bonds shall be surrendered to the Trustee at the Trust Office, without expense to the Owner in exchange for such definitive Bonds. All temporary Bonds so surrendered shall be canceled by the Trustee and shall not be reissued.

SECTION 2.11 Validity of Bonds. The validity of the authorization and issuance of the Bonds shall not be affected in any way by any other proceedings taken by the Successor Agency with respect to the Project Area, or by any contracts made by the Successor Agency in connection therewith, and the recital contained in the Bonds that the same are issued pursuant to the Law shall be conclusive evidence of their validity and of the regularity of their issuance.

SECTION 2.12 Book-Entry System. The Bonds shall be issued as Book-Entry Bonds in fully registered form with no distribution of physical bonds made to the public. Each maturity of Book-Entry Bonds shall be in the form of a separate single fully registered Bond (which may be typewritten); provided, that if there are different interest rates within a maturity, then there shall be one separate single fully registered Bond for each interest rate within such maturity. Upon initial issuance, the ownership of each such Bond shall be registered in the bond register in the name of the Nominee, as nominee of the Depository.

With respect to Book-Entry Bonds, the Successor Agency and the Trustee shall have no responsibility or obligation to any Participant or to any person on behalf of which such a Participant holds an interest in such Book-Entry Bonds. Without limiting the immediately

preceding sentence, the Successor Agency and the Trustee shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee, or any Participant with respect to any ownership interest in Book-Entry Bonds, (ii) the delivery to any Participant or any other person, other than an Owner as shown in the bond register, of any notice with respect to Book-Entry Bonds, including any notice of redemption, (iii) the selection by the Depository and its Participants of the beneficial interests in Book-Entry Bonds to be redeemed in the event the Successor Agency redeems such in part, or (iv) the payment of any Participant or any other person, other than an Owner as shown in the bond register, of any amount with respect to principal of, premium, if any, or interest on Book-Entry Bonds. The Successor Agency and the Trustee may treat and consider the person in whose name each Book-Entry Bond is registered in the bond register as the absolute Owner of such Book-Entry Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Trustee shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the order of the respective Owner, as shown in the bond register, and all such payments shall be valid and effective to fully satisfy and discharge the Successor Agency's obligations with respect to payment of principal of, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the bond register, shall receive a Bond evidencing the obligation of the Successor Agency to make payments of principal, premium, if any, and interest pursuant to this Indenture. Upon delivery by the Depository to the Trustee and Successor Agency of written notice to the effect that the Depository has determined to substitute a new nominee in place of the Nominee, and subject to the provisions in this Indenture with respect to record dates, the word Nominee in this Indenture shall refer to such nominee of the Depository.

In order to qualify the Book-Entry Bonds for the Depository's Book-Entry system, the Successor Agency has executed and delivered to the Depository the Letter of Representations. The execution and delivery of the Letter of Representations do not in any way impose upon the Successor Agency or the Trustee any obligation whatsoever with respect to persons having interests in such Book-Entry Bonds other than the Owners, as shown on the bond register. In addition to the execution and delivery of the Letter of Representations, the Successor Agency and the Trustee, at the Written Request of the Successor Agency, shall take such other actions, not inconsistent with this Indenture, as are reasonably necessary to qualify Book-Entry Bonds for the Depository's Book-Entry program.

In the event: (i) the Depository determines not to continue to act as securities depository for the Book-Entry Bonds, or (ii) the Depository shall no longer so act and gives notice to the Trustee and the Successor Agency of such determination, then the Successor Agency will discontinue the Book-Entry system with the Depository. If the Successor Agency determines to replace the Depository with another qualified securities depository, the Successor Agency shall prepare or direct the preparation of a new single, separate, fully registered Bond for each maturity of such Book-Entry Bonds (provided, that if there are different interest rates within a maturity, then there shall be one separate single fully registered Bond for each interest rate within such maturity), registered in the name of such successor or substitute qualified securities depository or its nominee. If the Successor Agency fails to identify another qualified securities depository to replace the Depository, then the Bonds shall no longer be restricted to being

registered in such bond register in the name of the Nominee, but shall be registered in whatever name or names Owners transferring or exchanging such Bonds shall designate, in accordance with the provisions of Sections 2.06 and 2.07.

Notwithstanding any other provision of this Indenture to the contrary, so long as any Book-Entry Bond is registered in the name of the Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the Letter of Representations or as otherwise instructed by the Depository.

ARTICLE III ISSUANCE AND SALE OF BONDS; APPLICATION OF SALE PROCEEDS; RESERVE POLICY DEPOSIT

SECTION 3.01 Sale of Bonds; Allocation of Proceeds among Funds and Accounts. Upon receipt of payment for the Bonds, the Trustee shall set aside and deposit the proceeds received from such sale in the amount of \$_____ (which is equal to the par amount of the Bonds, [plus/less] a net original issue [premium/discount] of \$_____, and less an underwriter's discount of \$_____, [and less the premium paid to the Bond Insurer by the Underwriter on behalf of the Successor Agency for the purchase of the Bond Insurance Policy and the Reserve Policy]) as follows:

(a) Deposit in the Costs of Issuance Fund the amount of \$_____ to pay the costs incurred or to be incurred by the Successor Agency in connection with the issuance of the Bonds;

(b) Transfer the amount of \$_____ to the 2004 Bonds Escrow Fund established pursuant to the 2016 Escrow Agreement; and

(c) Transfer the amount of \$_____ to the 2007 Bonds Escrow Fund established pursuant to the 2016 Escrow Agreement.

SECTION 3.02 Deposit of Reserve Policy. Upon receipt of the Reserve Policy on the Closing Date, the Trustee shall credit the Reserve Policy to the Reserve Account.

ARTICLE IV TAX REVENUES; CREATION OF FUNDS

SECTION 4.01 Pledge of Tax Revenues. All the Tax Revenues and all moneys in the Special Fund and the Debt Service Fund established and maintained pursuant to this Indenture, whether held by the Successor Agency, the County Auditor-Controller or the Trustee (except any funds set aside for payment of the Rebate Amount pursuant to the Code), are hereby irrevocably pledged to the punctual payment of the interest on and principal of and redemption premiums, if any, on the Bonds until their release pursuant to the terms of this Indenture. The Tax Revenues and such other money shall not be used for any other purpose while any of the Bonds remain Outstanding, subject to the provisions of this Indenture permitting application thereof for the purposes and on the terms and conditions set forth in this Indenture [(including the use of Tax Revenues to pay reimbursement to the Bond Insurer pursuant to Article X)]. This pledge shall

constitute a first lien on the Tax Revenues and such other money for the payment of the Bonds in accordance with the terms hereof. The Successor Agency hereby represents that, as of the Closing Date for the Bonds, the Successor Agency does not have any other outstanding indebtedness secured by Tax Revenues which is ranked senior to or on a parity with the Bonds. So long as the Bonds remain Outstanding, the Successor Agency shall not incur any Parity Obligations, except as permitted under Section 5.02.

SECTION 4.02 Special Fund; Receipt and Deposit of Tax Revenues; Debt Service Fund.

(a) There is hereby established a special fund known as the "Special Fund" held by the Successor Agency.

(b) The Successor Agency shall include in each ROPS to be submitted after the effective date of this Indenture, a request for the County Auditor-Controller to disburse from the RPTTF to the Successor Agency on each RPTTF Disbursement Date, the following amounts:

(1) for any ROPS Payment Period which covers payments from January through June of a calendar year: (A) the interest payment coming due with respect to the Outstanding Bonds and Parity Obligations (if any) on March 1 of such ROPS Payment Period; (B) at least one-half (but, at the discretion of the Successor Agency, may be up to all) of the principal amount (including maturing principal and any Sinking Account Installment) coming due with respect to the Bonds and Parity Obligations (if any) on September 1 of such calendar year (the "Principal Reserve"), and (C) at the discretion of the Successor Agency, an amount up to the full interest payment coming due with respect to the Outstanding Bonds and Parity Obligations (if any) on the upcoming September 1 Interest Payment Date (the "Interest Reserve");

(2) for any ROPS Payment Period which covers payments from July through December of a calendar year: (A) an amount equal to the interest payment coming due with respect to the Outstanding Bonds and Parity Obligations (if any) on the September 1 of such ROPS Payment Period, less any Interest Reserve already received in connection with the immediately prior ROPS Payment Period and deposited with the Trustee; and (B) an amount equal to the principal amount (including maturing principal and any Sinking Account Installment) coming due with respect to the Bonds and Parity Obligations (if any) on September 1 of such calendar year, less the Principal Reserve already received in connection with the immediately prior ROPS Payment Period and deposited with the Trustee; and

(3) amounts, if any, required to replenish the Reserve Account (including payments to the provider of any Qualified Reserve Credit Instrument for draws on such Qualified Reserve Credit Instrument), as required pursuant to Section 4.05 below, and to replenish Parity Reserve Accounts (if any).

The Successor Agency shall also include on the periodic ROPS for approval by the Oversight Board and State Department of Finance, to the extent necessary and permitted under the Dissolution Act, the amounts to be held as a reserve until the next ROPS Payment Period, as contemplated by HSC Section 34171(d)(1)(A), if the next property tax allocation is

projected to be insufficient to pay all obligations due under this Indenture during that next ROPS Payment Period. To that end, whenever the Successor Agency is preparing a ROPS, the Successor Agency shall, based on information obtained from the County Auditor-Controller, review the amount of dollars deposited in the RPTTF on the two immediately prior RPTTF Disbursement Dates. For the purposes of complying with this paragraph (*i.e.*, projecting whether the next property tax allocation will be sufficient to pay all obligations due under this Indenture during the next ROPS Period), the Successor Agency shall assume that the property tax revenue collection (and thus, the dollar amount to be deposited in the RPTTF) will be consistent with the pattern shown during the last two ROPS Payment Periods, but without any assumed increase to the assessed value of the taxable properties in the Project Area.

(c) Upon the Successor Agency's receipt of Tax Revenues on each RPTTF Disbursement Date, the Successor Agency shall apply the Tax Revenues pursuant to the ROPS (as approved by the State Department of Finance) and deposit the Tax Revenues received for the payment of debt service of the Bonds and any Parity Obligations and any replenishment of the Reserve Account and Parity Reserve Accounts into the Special Fund. During each Bond Year, the Successor Agency shall deposit such moneys in the Special Fund until such time as the amount so deposited in the Special Fund is at least equal to the sum of (i) the aggregate amount required to be transferred to the Trustee pursuant to this Section 4.02 and Section 4.05 for such Bond Year, and (ii) the aggregate amount required by the governing documents of the Parity Obligations to be transferred for the debt service payment and replenishment of the Parity Reserves.

(d) In addition to the foregoing, from the moneys received by the Successor Agency as part of January 2017 RPTTF disbursement, the Successor Agency shall promptly deposit \$ _____ into the Special Fund for application toward debt service on the Bonds. Such amount represents moneys received by the Successor Agency pursuant to a listing on the ROPS for the "ROPS 16-17B" period (*i.e.*, the ROPS Payment Period covering January 2017 through June 2017) that would have been used for debt service for the 2004 Bonds and the 2007 Bonds if they were not refunded.

(e) There is hereby established a fund known as the "Debt Service Fund," to be held by the Trustee. On or before the fifth Business Day immediately preceding any Interest Payment Date, the Successor Agency shall withdraw from the Special Fund and deposit with the Trustee the amount of money necessary to make the deposits required in Sections 4.05(a), (b) and (c). After the deposits described in Sections 4.05(a), (b) and (c) have been made and upon notice from the Trustee, the Successor Agency shall withdraw from the Special Fund and deposit with the Trustee the amount of money necessary to make any deposit required by Section 4.05(d). Notwithstanding the foregoing, the Successor Agency is not required to deposit with amount of Tax Revenues in excess of that amount which, together with all money then on deposit with the Trustee in the Debt Service Fund and the accounts therein, shall be sufficient to discharge all Outstanding Bonds pursuant to Article IX.

(f) If and only at such time that, during any Bond Year, the moneys deposited in the Special Fund is at least equal to the amount required to be transferred to the Trustee pursuant to Section 4.02(d) for such Bond Year (the "Bond Year Requirement"), then the Tax Revenues in excess of the Bond Year Requirement shall be released from the pledge and lien

hereunder and such excess Tax Revenues may be applied for other lawful purposes. So long as any Bonds are Outstanding, the Successor Agency shall not have any beneficial right or interest in the moneys on deposit in the Special Fund or the Debt Service Fund, except as may be provided in this Indenture.

SECTION 4.03 Division of Accounts for Record Keeping. The funds and accounts established in this Indenture may be divided by the Successor Agency or by the Trustee, as applicable, as necessary or appropriate for record keeping purposes, and upon the Written Request of the Successor Agency, in order to perform the necessary rebate calculations.

SECTION 4.04 Costs of Issuance Fund. There is hereby established a special trust fund held by the Trustee called the "Costs of Issuance Fund." All moneys in the Costs of Issuance Fund shall be applied to the payment of costs and expenses incurred by the Successor Agency in connection with the authorization, issuance and sale of the Bonds and shall be disbursed by the Trustee upon delivery to the Trustee of a requisition, substantially in the form attached hereto as Appendix B, executed by an Authorized Officer of the Successor Agency. Each such requisition shall be sequentially numbered and state the name and address of the person, firm or corporation to whom payment is due, the amount to be disbursed, the purposes for such disbursement and that such obligation has been properly incurred and is a proper charge against the Costs of Issuance Fund. Upon the earlier of the payment in full of such costs and expenses (or the making of adequate provision for the payment thereof, evidenced by a Certificate of the Successor Agency to the Trustee) or six months after the Closing Date, any balance remaining in the Costs of Issuance Fund shall be transferred to the Debt Service Fund and the Costs of Issuance Fund shall be closed. Pending the application and transfer of the balance to the Debt Service Fund, the moneys in the Costs of Issuance Fund may be invested as permitted by Section 4.06 and investment income resulting from any such investment shall be retained in the Costs of Issuance Fund.

SECTION 4.05 Establishment and Maintenance of Accounts for Use of Moneys in the Debt Service Fund. The Trustee shall deposit all moneys received from the Successor Agency pursuant to Section 4.02(d) immediately into the Debt Service Fund. All moneys in the Debt Service Fund shall be set aside by the Trustee in each Bond Year when and as received in the following respective special accounts within the Debt Service Fund (each of which is hereby created and each of which the Trustee hereby agrees to cause to be maintained), in the following order of priority (except as otherwise provided in subsection (b) below):

- (i) Interest Account;
- (ii) Principal Account;
- (iii) Sinking Account; and
- (iv) Reserve Account.

All moneys in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this Section 4.05.

(a) Interest Account. On or before each Interest Payment Date, the Trustee shall set aside from the Debt Service Fund and deposit in the Interest Account: (1) an amount of money which, together with any money contained in the Interest Account, is equal to the aggregate amount of the interest becoming due and payable on all Outstanding Bonds on such Interest Payment Date, and (2) the Interest Reserve, if any (as specified by the Successor Agency to the Trustee in writing). No deposit need be made into the Interest Account if the amount contained therein is at least equal to the aggregate amount of the interest becoming due and payable on all Outstanding Bonds on the Interest Payment Dates in such Bond Year. All moneys in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity).

(b) Principal Account. On or before each March 1, the Trustee shall aside from the Debt Service Fund and deposit in the Principal Account one-half of the aggregate amount of principal coming due on the Outstanding Serial Bonds, if any, on September 1 of that same calendar year; provided, that if the Successor Agency has transferred to the Trustee a different amount based on receipt of the Principal Reserve (as specified by the Successor Agency to the Trustee in writing), then the Trustee shall deposit such different amount into the Principal Account. Then, on or before each Principal Payment Date, the Trustee shall set aside from the Debt Service Fund and deposit in the Principal Account an amount of money which, together with any money already contained in the Principal Account, is equal to the aggregate amount of the principal becoming due and payable on all Outstanding Serial Bonds on such Principal Payment Date. In the event that there shall be insufficient money in the Debt Service Fund to make in full all such principal payments and Sinking Account Installments required to be made pursuant to Section 4.05(c) of this Indenture in such Bond Year, then the money available in the Debt Service Fund shall be applied pro rata to the making of such principal payments and such Sinking Account Installments in the proportion which all such principal payments and Sinking Account Installments bear to each other.

Notwithstanding the foregoing, no deposit need be made into the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds becoming due and payable on the upcoming Principal Payment Date.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal and redemption premium, if any, of the Serial Bonds as they shall become due and payable.

(c) Sinking Account. On or before each March 1, the Trustee shall set aside from the Debt Service Fund and deposit in the Sinking Account one-half of the Sinking Account Installment, if any, payable on September 1 of that same calendar year; provided, that if the Successor Agency has transferred to the Trustee a different amount based on receipt of the Principal Reserve (as specified by the Successor Agency to the Trustee in writing), then the Trustee shall deposit such different amount into the Sinking Account. Then, on or before each Sinking Account Payment Date, the Trustee shall set aside from the Debt Service Fund and deposit in the Sinking Account an amount of money equal to the Sinking Account Installment, if any, payable on the Sinking Account Payment Date in such Bond Year.

Notwithstanding the foregoing, no deposit need be made into the Sinking Account if the amount contained therein is at least equal to the aggregate amount of all Sinking Account Installments becoming due and payable on the upcoming Principal Payment Date.

All moneys in the Sinking Account shall be used by the Trustee to pay Sinking Account Installments on the Term Bonds.

(d) Reserve Account.

(1) On or before each Interest Payment Date, the Trustee shall set aside from the Debt Service Fund and deposit in the Reserve Account such amount of money (or other Qualified Reserve Account Credit Instrument, as contemplated by the following paragraph) as shall be required to restore the balance in the Reserve Account to an amount equal to the Reserve Requirement for the Bonds then Outstanding. The Trustee shall value the balance in the Reserve Account semi-annually at least 45 days before each Interest Payment Date in accordance with Section 4.06. If at any time the balance in the Reserve Account falls below the Reserve Requirement, the Trustee shall promptly notify the Successor Agency in writing. Upon receipt of such notice from the Trustee, the Successor Agency shall take such action as necessary to include the amount necessary to restore the Reserve Account balance to the Reserve Requirement in its next transfer of moneys from the Special Fund to the Debt Service Fund as soon as permissible under the Dissolution Act. No deposit need be made in the Reserve Account so long as there shall be on deposit therein an amount equal to the Reserve Requirement for the Bonds then Outstanding. So long as the Successor Agency is not in default under this Indenture, any amount in the Reserve Account in excess of the Reserve Requirement shall be transferred to the Debt Service Fund, or upon the Written Request of the Successor Agency, released to the Successor Agency for any lawful purpose. All money in (or available to) the Reserve Account shall be used and withdrawn by the Trustee solely for the purpose of (i) replenishing the Interest Account, the Principal Account or the Sinking Account in such order, in the event of any deficiency at any time in any of such accounts or for the purpose of paying the interest on or principal of the Bonds in the event that no other money in the Special Fund or the Debt Service Fund is lawfully available therefor, or (ii) making the final payments of principal of and interest on the Bonds.

(2) The Reserve Requirement may be satisfied, in whole or in part, by crediting to the Reserve Account one or more Qualified Reserve Account Credit Instruments, which together with the cash, if any, on deposit in the Reserve Account, in the aggregate make funds available in the Reserve Account in an amount equal to the Reserve Requirement. Upon the deposit with the Trustee of such Qualified Reserve Account Credit Instrument, the Trustee shall release moneys then on hand in the Reserve Account to the Successor Agency, to be used for any lawful purpose, in an amount equal to the face amount of the Qualified Reserve Account Credit Instrument.

(e) Surplus. After making the deposits referred to in paragraphs (a) through (d) above in any Bond Year, the Trustee shall transfer any amount remaining on deposit in the Debt Service Fund to the Successor Agency to be used for any lawful purpose.

SECTION 4.06 Investment of Moneys in Funds and Accounts. Upon the Written Request of the Successor Agency received by the Trustee prior to the date of such investment, moneys in the Debt Service Fund, the Interest Account, the Principal Account, the Sinking Account, the Reserve Account, or the Costs of Issuance Fund (and any account therein) shall be invested by the Trustee in Authorized Investments, which shall mature or be withdrawable prior to the date on which such moneys are required to be paid out under this Indenture. In the absence of such instructions the Trustee shall invest in the investments described in clause (x) of the definition of "Authorized Investments" set forth in Section 1.01. Any interest, income or profits from the deposits or investments of all funds (except the Costs of Issuance Fund) and accounts maintained by the Trustee under this Indenture shall be deposited in the Debt Service Fund.

For purposes of determining the amount on deposit in any fund or account held by the Trustee under this Indenture, all Authorized Investments credited to such fund or account shall be valued at the Fair Market Value no less frequently than every six months. Except as otherwise provided in this Section, Authorized Investments representing an investment of moneys attributable to any fund or account and all investment profits or losses thereon shall be deemed at all times to be a part of said fund or account. Absent negligence or willful misconduct by the Trustee, the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with this Section.

The Successor Agency acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Successor Agency the right to receive brokerage confirmations of security transactions as they occur, the Successor Agency will not receive such confirmations to the extent permitted by law. The Trustee will furnish the Successor Agency periodic cash transaction statements which include detail for all investment transactions made by the Trustee under this Indenture. The Trustee may make any investments under this Indenture through its own bond or investment department or trust investment department, or those of its parent or any affiliate as principal or agent. The Trustee or any of its affiliates may act as a sponsor, advisor or manager in connection with any investments made by the Trustee under this Indenture. For investment purposes, the Trustee may commingle the funds and accounts established under this Indenture and shall account for them separately.

Amounts deposited in the Special Fund and another fund established by this Indenture and held by the Successor Agency may be invested in Authorized Investments or any other investments in which the Successor Agency may lawfully invest its funds.

ARTICLE V COVENANTS OF SUCCESSOR AGENCY

SECTION 5.01 Punctual Payment. The Successor Agency shall punctually pay the interest on and principal of and redemption premiums, if any, to become due with respect to the Bonds, but only from Tax Revenues, in strict conformity with the terms of the Bonds and of the Indenture and shall faithfully satisfy, observe and perform all conditions, covenants and requirements of the Bonds and of the Indenture.

SECTION 5.02 No Priority; No Additional Parity Bonds Except for Refunding Bonds; Other Obligations. The Successor Agency covenants that it will not incur any Obligations payable, either as to principal or interest, from the Tax Revenues, that will have any lien upon the Tax Revenues on a parity with or superior to the lien under this Indenture for the Bonds; except that the Successor Agency may: (a) incur Parity Obligations to refund then outstanding Bonds (or Parity Obligations issued after the Closing Date pursuant to this Section 5.02), if (i) the aggregate debt service on such proposed Parity Obligations will be lower than the aggregate debt service on the Bonds (or Parity Obligations) being refunded; (ii) the scheduled final maturity date of such proposed Parity Obligations will not be later than the scheduled final maturity date of the Bonds or other Parity Obligations being refunded; and (iii) the issuance of such Parity Obligations shall be in compliance with HSC Section 34177.5 (but only to the extent that such provision of the Dissolution Act is applicable and then in effect); or (b) incur Obligations which will have a lien on Tax Revenues junior to the Bonds; or (c) incur Obligations that will be payable in whole or in part from sources other than the Tax Revenues pledged under this Indenture.

SECTION 5.03 Protection of Security and Rights of Owners. The Successor Agency shall preserve and protect the security of the Bonds and the rights of the Owners, and shall warrant and defend their rights against all claims and demands of all persons. From and after the sale and delivery of any Bonds by the Successor Agency, such Bonds shall be incontestable by the Successor Agency.

SECTION 5.04 Extension or Funding of Claims for Interest. In order to prevent any claims for interest after maturity, the Successor Agency shall not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any Bonds and shall not, directly or indirectly, be a party to or approve any such arrangements by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the Successor Agency, such claim for interest so extended or funded shall not be entitled, in case of default under this Indenture, to the benefits of the Indenture, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have been so extended or funded.

SECTION 5.05 Records and Accounts; Continuing Disclosure.

(a) The Successor Agency covenants that it will at all times keep, or cause to be kept, proper and current books and accounts in which complete and accurate entries are made of the financial transactions and records of the Successor Agency. Within nine months after the close of each Fiscal Year an Independent Certified Public Accountant shall prepare an audit of the financial transactions and records of the Successor Agency for such Fiscal Year. To the extent permitted by law, such audit may be included within the annual audited financial statements of the City. Upon written request, the Successor Agency shall furnish a copy of the audited financial report to any Owner. The Trustee shall have no duty to review such audits.

(b) The Trustee shall provide such statements with regard to any funds held by the Trustee under this Indenture to the Successor Agency as the Successor Agency may reasonably require to comply with the terms of this Section.

(c) The Successor Agency shall comply with the Continuing Disclosure Certificate. Notwithstanding any other provision of this Indenture, failure of the Successor Agency to comply with a Continuing Disclosure Certificate shall not be considered an Event of Default; provided, that any Owner or beneficial owner of the applicable Bonds may take such actions as may be necessary or appropriate, including seeking mandate or specific performance by court order, to cause the Successor Agency to comply with its obligation under such Continuing Disclosure Certificate.

SECTION 5.06 Payment of Claims, Taxes and Other Charges. The Successor Agency covenants that it will from time to time pay and discharge, or cause to be paid and discharged, all payments in lieu of taxes, service charges, assessments or other governmental charges which may lawfully be imposed upon the Successor Agency or any of the properties then owned by it in the Project Area, or upon the revenues and income therefrom, and will pay all lawful claims for labor, materials and supplies which if unpaid might become a lien or charge upon any of the properties, revenues or income or which might impair the security of the Bonds or the use of Tax Revenues or other legally available funds to pay the principal of and interest on the Bonds, all to the end that the priority and security of the Bonds shall be preserved; provided, however, that nothing in this covenant shall require the Successor Agency to make any such payment so long as the Successor Agency in good faith shall contest the validity of the payment.

SECTION 5.07 Tax Covenants.

(a) The Successor Agency shall not take any action, or fail to take any action, if any such action or failure to take action would adversely affect the Tax-Exempt status of interest on the Bonds under Section 103(a) of the Code or cause interest on the Tax-Exempt Bonds to be an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations under Section 55 of the Code.

(b) In furtherance of the foregoing tax covenant, the Successor Agency shall comply with the provisions of the Tax Certificate, which is incorporated in this Indenture as if fully set forth in this Indenture. These covenants shall survive payment in full or defeasance of the Bonds.

SECTION 5.08 Further Assurances. The Successor Agency shall adopt, make, execute and deliver any and all such further indentures, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the Indenture, and for the better assuring and confirming unto the Owners of the Bonds of the rights and benefits provided in the Indenture.

**ARTICLE VI
TRUSTEE**

SECTION 6.01 Trustee.

(a) [The Bank of New York Mellon Trust Company, N.A.], having a corporate trust office in [San Francisco][Los Angeles], California, is hereby appointed Trustee

under this Indenture for the purpose of receiving all money which the Successor Agency is required to deposit with the Trustee under this Indenture and to allocate, use and apply the same as provided in the Indenture.

(b) The Successor Agency may at any time, but only prior to an Event of Default or after the curing or waiver of an Event of Default and only upon 30 days written notice, at its sole discretion remove the Trustee initially appointed, and any successor thereto, and may appoint a successor or successors thereto; provided that any such successor shall be a bank, national banking association, banking institution (state or federal) or trust company with a corporate trust office in California, having a combined capital, exclusive of borrowed capital, and surplus (or whose parent holding company has a combined capital, exclusive of borrowed capital, and surplus) of at least \$75,000,000, and subject to supervision or examination by federal or state authority. If such bank, banking institution or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank, national banking association, banking institution or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

(c) The Trustee may at any time resign by giving written notice to the Successor Agency. Any successor trustee appointed under this Indenture shall give notice of such appointment to the Owners, which notice shall be mailed to the Owners at their addresses appearing in the registration books in the office of the Trustee. Upon receiving such notice of resignation, the Successor Agency shall promptly appoint a successor Trustee by an instrument in writing. Any resignation or removal of the Trustee and appointment of a successor Trustee shall become effective only upon acceptance of appointment by the successor Trustee. If, within 30 days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby.

(d) The Trustee is hereby authorized to pay or redeem the Bonds when duly presented for payment at maturity, or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the Successor Agency and shall upon Written Request of the Successor Agency deliver a certificate of destruction to the Successor Agency. The Trustee shall keep accurate records of all Bonds paid and discharged and destroyed by it.

(e) The Successor Agency shall from time to time, subject to any agreement between the Successor Agency and the Trustee then in force, pay to the Trustee compensation for its services rendered by it in the execution of the trusts hereby created and in the exercise and performance of any of the powers and duties under this Indenture of the Trustee, which compensation shall not be limited by any provision of law with respect to the compensation of a trustee of an express trust, and the Successor Agency shall reimburse the Trustee for all its advances (with interest on such advances at the maximum rate allowed by law) and expenditures, including but not limited to advances to and fees and expenses of independent accountants,

counsel (including in-house counsel to the extent not duplicative of other counsel's work) and engineers or other experts employed by it, and reasonably required, in the exercise and performance of its powers and duties under this Indenture.

SECTION 6.02 Indemnification. The Successor Agency shall indemnify and save the Trustee, its officers, employees, directors and agents harmless from and against all claims, losses, costs, expenses, liability and damages, including legal fees and expenses, arising out of (i) the exercise and performance by the Trustee of any of its powers and duties under this Indenture, or (ii) the offering and sale of the Bonds or the distribution of any official statement or other offering circular utilized in connection with the sale of the Bonds; provided, that the Successor Agency shall not be liable for actions caused by the Trustees' own negligence or willful misconduct. The Trustee's rights to indemnification and protection from liability under this Indenture and its rights to payment of its fees and expenses shall survive its resignation or removal and final payment or defeasance of the Bonds. The Trustee shall not be liable for the sufficiency or collection of any Tax Revenues or other moneys required to be paid to it under the Indenture (except as provided in this Indenture), or its right to receive moneys pursuant to the Indenture.

SECTION 6.03 Limitation on Liability.

(a) The recitals of facts, covenants and agreements contained in this Indenture, in the Bonds and in any instruments of further assurance shall be taken as statements, covenants and agreements of the Successor Agency, and the Trustee does not assume any responsibility for the correctness of the same, or make any representation as to the validity or sufficiency of the Indenture or of the Bonds, the adequacy of any security afforded thereunder, or the correctness or completeness of any information contained in any offering material distributed in connection with the sale of the Bonds, or incur any responsibility in respect of any of the foregoing, other than in connection with the duties or obligations in this Indenture or in the Bonds assigned to or imposed upon it. The Trustee shall not be liable in connection with the performance of its duties under this Indenture, except for its own negligence or willful misconduct. The Trustee may become an Owner of Bonds with the same rights it would have if it were not Trustee and, to the extent permitted by law, may act as depositary for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bond Owners, whether or not such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

(b) The Trustee shall not be responsible for the validity, genuineness or performance of any leases, contracts or other instruments at any time conveyed, mortgaged, hypothecated, pledged, assigned or transferred to it under this Indenture, or with respect to the obligation of the Successor Agency to preserve and keep unimpaired the rights of the Successor Agency under or concerning any such leases, contracts or other instruments. The Trustee makes no representations and shall have no responsibility for any official statement or other offering material prepared or distributed with respect to the Bonds. In accepting the trust hereby created, the Trustee acts solely as Trustee for the Owners and not in its individual capacity and all persons, including without limitation the Owners, the Successor Agency and the City, having any claim against the Trustee arising from this Indenture not attributable to the Trustee's negligence

or willful misconduct shall look only to the funds and accounts held by the Trustee under this Indenture for payment except as otherwise specifically provided in this Indenture.

(c) The Trustee shall be under no obligation to exercise any of the rights or powers vested in it by this Indenture at the request or direction of any Owner pursuant to this Indenture unless the Trustee shall have received reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by it in compliance with such request or direction.

(d) Except during the continuance of an Event of Default, the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Indenture and no implied covenants or obligations shall be read into this Indenture against the Trustee.

(e) In case an Event of Default has occurred and is continuing, the Trustee shall exercise such rights and powers vested in it by this Indenture, and use the same degree of care and skill in their exercise, as a prudent man would exercise or use under the circumstances in the conduct of his own affairs.

(f) In the absence of negligence or willful misconduct on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee and conforming to the requirements of this Indenture.

(g) The Trustee is not accountable for the use by the Successor Agency of funds which the Trustee releases to the Successor Agency or which the Successor Agency otherwise receives, or to verify compliance by the Successor Agency, or for the adequacy or validity of any collateral or security interest securing this Indenture or the Bonds. The Trustee has no obligation to incur individual financial or other liability or risk in performing any duty or in exercising any right under this Indenture.

(h) The Trustee shall not be deemed to have knowledge of any Event of Default other than a payment default under this Indenture unless the Trustee shall be specifically notified in writing of such default by the Successor Agency or by the Owners of at least 25 percent in aggregate principal amount of Bonds then Outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the Trust Office, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no Event of Default except as aforesaid. The Trustee shall not be bound to ascertain or inquire as to the performance or observance by any other party of any of the terms conditions, covenants or agreements in this Indenture or in any of the documents executed in connection with the Bonds. Any action taken or omitted to be taken by the Trustee in good faith pursuant to this Indenture upon the request of authority or consent of any person who at the time of making such request or giving such authority or consent is the Owner of any Bond, shall be conclusive and binding upon all future Owners of the same Bond executed and delivered in exchange therefor or in place thereof.

(i) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(j) The Trustee shall not be liable with respect to any action taken or omitted to be taken by it in good faith in accordance with the direction of the Owners of a majority in aggregate principal amount of the Outstanding Bonds relating to the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee, under this Indenture.

(k) The duties and obligations of the Trustee shall be determined solely by the express provisions of this Indenture. The Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Indenture, and no implied covenants or obligations (fiduciary or otherwise) shall be read into this Indenture against the Trustee. The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents and such immunities and exceptions and its right to payment of its fees and expenses shall survive its resignation or removal and the final payment and defeasance of the Bonds. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds. The Trustee, in its individual or any other capacity, may become the Owner of any Bonds or other obligations of any party hereto with the same rights which it would have if not the Trustee and may act as a depository for and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of owners of Bonds, whether or not such committee shall represent the Owners of the majority in aggregate principal amount of the Bonds then Outstanding. At any and all reasonable times, the Trustee, and its agents shall have the right (but not any duty) to inspect the books, papers and records of the Successor Agency and the City pertaining to the receipt of Tax Revenues and the Bonds, and to take such memoranda therefrom and with regard thereto and make photocopies thereof as may be desired. Before taking or refraining from any action under this Indenture at the request or direction of the Owners, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished to it and be in full force and effect.

(l) The Trustee shall not be considered in breach of or in default with respect to any obligations created under this Indenture, in the event of an enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, acts of God, or of the public enemy, acts of a government, acts of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to governmental action or inaction pertaining to the Project Area, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee; provided, that in the event of any such enforced delay, the Trustee shall notify the Successor Agency in writing within five Business Days after (i) the occurrence of the event giving rise to such delay, (ii) the

Trustee's actual knowledge of the impending enforced delay, or (iii) the Trustee's knowledge of sufficient facts under which a reasonable person would conclude the enforced delay will occur.

SECTION 6.04 Reliance by Trustee.

(a) The Trustee shall be protected in acting upon any notice, indenture, request, consent, order, certificate, report, bond, opinion or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee may consult with counsel, who may be counsel to the Successor Agency, with regard to legal questions.

(b) The Trustee shall not be bound to recognize any person as the Owner of a Bond unless and until such Bond is submitted for inspection, if required, and such person is the registered owner of such Bond as shown on the registration books.

(c) Whenever in the administration of its duties under the Indenture the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter may, in the absence of negligence or willful misconduct on the part of the Trustee, be deemed to be conclusively proved and established by a Certificate of the Successor Agency (unless other evidence in respect thereof is specifically prescribed in this Indenture) and such certificate shall be full warrant to the Trustee for any action taken or suffered under the provisions of the Indenture upon the faith thereof, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05 Merger or Consolidation. Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided that such company shall meet the requirements set forth in Section 6.01, shall be the successor to the Trustee and vested with all of the title to the trust estate and all of the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any paper or further act, anything in this Indenture to the contrary notwithstanding.

SECTION 6.06 Acceptance of Instructions by Electronic Transmission. The Trustee shall have the right to accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to this Indenture and delivered using Electronic Means (being the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder); provided, however, that the Successor Agency shall provide to the Trustee an incumbency certificate listing officers with the authority to provide such Instructions and containing specimen signatures of such officers, which incumbency certificate shall be amended by the Successor Agency, whenever a person is to be added or deleted from the listing. If the Successor Agency elects to give the Trustee Instructions using Electronic Means and the Trustee elects to act upon such Instructions, the Trustee's reasonable understanding of such Instructions shall be deemed controlling. The Successor Agency

understands and agrees that the Trustee cannot determine the identity of the actual sender of such Instructions and that the Trustee shall conclusively presume that directions that purport to have been sent by an authorized officer listed on the incumbency certificate provided to the Trustee have been sent by such authorized officer. The Successor Agency shall be responsible for ensuring that only authorized officers transmit such Instructions to the Trustee and that Successor Agency and all authorized officers are solely responsible to safeguard the use and confidentiality of applicable user and authorization codes, passwords and/or authentication keys upon receipt by the Successor Agency.

The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reasonable reliance upon and compliance with such Instructions notwithstanding such directions conflict or are inconsistent with a subsequent written instruction. Subject to this Section 6.06, the Successor Agency agrees: (i) to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized Instructions, and the risk of interception and misuse by third parties; (ii) that the A Successor Agency has been informed of the protections and risks associated with the various methods of transmitting Instructions to the Trustee and that there may be more secure methods of transmitting Instructions than the method(s) selected by the Successor Agency; (iii) that the security procedures (if any) to be followed in connection with its transmission of Instructions provide to it a commercially reasonable degree of protection in light of its particular needs and circumstances; and (iii) to notify the Trustee immediately upon learning of any compromise or unauthorized use of the security procedures.

In the event of an ambiguity or a contradiction in such Instructions as determined by the Trustee in its reasonable discretion, the Trustee shall notify the Authority and request clarification from the Successor Agency, and the Trustee shall not be required to act on such ambiguous or contradictory Instructions pending the Successor Agency's clarification.

The Trustee shall not be liable under this Section 6.13 except for its negligence or willful misconduct.

ARTICLE VII AMENDMENT OF INDENTURE

SECTION 7.01 Amendment by Consent of Owners. The Indenture and the rights and obligations of the Successor Agency and of the Owners may be amended at any time by a Supplemental Indenture which shall become binding when the written consents of the Owners of at least a majority in aggregate principal amount of the affected Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 7.02, are filed with the Trustee. No such amendment shall: (1) extend the maturity of or reduce the interest rate on, or otherwise alter or impair the obligation of the Successor Agency to pay the interest or principal or redemption premium, if any, at the time and place and at the rate and in the currency provided in this Indenture, of any Bond, without the express written consent of the Owner of such Bond, or (2) permit the creation by the Successor Agency of any mortgage, pledge or lien upon the Tax

Revenues superior to or on a parity with the pledge and lien created in the Indenture for the benefit of the Bonds, except as provided in Section 5.02, or (3) reduce the percentage of Bonds required for the written consent to any such amendment, or (4) modify the rights or obligations of the Trustee without its prior written assent thereto.

The Indenture and the rights and obligations of the Successor Agency and of the Owners may also be amended at any time by a Supplemental Indenture which shall become binding upon execution, without the consent of any Owners, but [subject to Section 10.02 and] only to the extent permitted by law, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the Successor Agency contained in the Indenture, other covenants and agreements thereafter to be observed, or to surrender any right or power reserved to or conferred upon the Successor Agency under this Indenture;
- (b) To make such provisions for the purpose of curing any ambiguity, or of curing, correcting or supplementing any defective provision contained in the Indenture, or in regard to questions arising under the Indenture, as the Successor Agency may deem necessary or desirable and not inconsistent with the Indenture, and which shall not materially adversely affect the interest of the Owners;
- (c) To modify, amend or supplement this Indenture in such manner as to permit the qualification of this Indenture under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, and to add such other terms, conditions and provisions as may be permitted by said act or similar federal statute, and which shall not materially adversely affect the interests of the Owners of the Bonds;
- (d) To maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes (except with respect to the Bonds which the Successor Agency certifies to the Trustee are not intended to qualify for such exclusion);
- (e) To the extent necessary to obtain a bond insurance policy, to obtain a rating on the Bonds or in connection with satisfying all or a portion of the Reserve Requirement by crediting a letter of credit or other forms of Qualified Reserve Account Credit Instrument to the Reserve Account; or
- (f) For any other purpose that does not materially adversely affect the interests of the Owners.

SECTION 7.02 Disqualified Bonds. Bonds owned or held by or for the account of the Successor Agency or the City shall not be deemed Outstanding for the purpose of any consent or other action in this Indenture provided for, and shall not be entitled to consent to, or take any other action in this Indenture provided for; provided, however, that for purposes of determining whether the Trustee shall be protected in relying on any such demand, request, direction, consent or waiver, only Bonds which the Trustee knows to be so owned or held will be disregarded.

SECTION 7.03 Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as provided above in this Indenture, the Successor Agency may

determine that the Bonds may bear a notation, by endorsement in form approved by the Successor Agency, as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of such Owner's Bond for such purpose at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, a suitable notation as to such action shall be made on such Bond. If the Successor Agency shall so determine, new Bonds so modified as, in the opinion of the Successor Agency, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Owner of any Bond Outstanding at such effective date such new Bonds shall be exchanged at the office of the Trustee or at such additional offices as the Trustee may select and designate for that purpose, without cost to each Owner, for Bonds then Outstanding, upon surrender of such Outstanding Bonds.

SECTION 7.04 Opinion of Counsel. The Trustee may conclusively accept an opinion of nationally recognized bond counsel to the Successor Agency that an amendment of the Indenture is in conformity with the provisions of this Article.

ARTICLE VIII EVENTS OF DEFAULT AND REMEDIES OF OWNERS

Notwithstanding anything to the contrary in this Article VIII, so long as the Bond Insurance Policy remains in effect and the Bond Insurer has not defaulted with respect to its obligations under the Bond Insurance Policy, all provisions of this Article VIII shall be subject to, and qualified by, the provisions set forth in Article X hereof, including, without limitation, the Bond Insurer's right to consent to acceleration of the Bonds, and the Bond Insurer's right to consent to or direct certain Trustee, Successor Agency or Owner actions.

SECTION 8.01 Events of Default and Acceleration of Maturities. If one or more of the following events (herein called "Events of Default") shall happen, that is to say:

(a) If default shall be made in the due and punctual payment of the principal (including any Sinking Account Installment) of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(b) If default shall be made in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;

(c) If default shall be made by the Successor Agency in the observance of any of its agreements, conditions or covenants contained in the Indenture or in the Bonds, and such default shall have continued for a period of 30 days after the Successor Agency shall have been given notice in writing of such default by the Trustee; provided, however, that such default shall not constitute an Event of Default under this Indenture if the Successor Agency shall commence to cure such default within said 30 day period and thereafter diligently and in good faith proceed to cure such default within said 30-day period or such longer period as the Trustee or the Owners of a majority in aggregate principal amount of the affected Bonds then Outstanding may consent to in writing; or

(d) If the Successor Agency shall file a petition or answer seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, filed with or without the consent of the Successor Agency, seeking reorganization under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the Successor Agency or of the whole or any substantial part of the Successor Agency's property;

Then, and in each and every such case during the continuance of such Event of Default, the Trustee may, and upon the written request of the Owners of not less than a majority in aggregate principal amount of the Bonds at the time Outstanding, shall, by notice in writing to the Successor Agency, declare the principal of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such declaration the same shall become and shall be immediately due and payable, anything contained in the Indenture or in the Bonds to the contrary notwithstanding.

This provision, however, is subject to the condition that if, at any time after the principal of the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the Successor Agency shall deposit with the Trustee a sum sufficient to pay all principal on the Bonds matured prior to such declaration and all matured installments of interest (if any) upon all the Bonds, with interest at the rate of interest which would have been paid on such overdue principal on such overdue installments of principal, and the fees and expenses of the Trustee, including attorneys fees, and any and all other defaults known to the Trustee (other than in the payment of principal of and interest on the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made for the Bonds, then, and in every such case, the Owners of at least a majority in aggregate principal amount of the Bonds then Outstanding, by written notice to the Successor Agency and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences. No such rescission and annulment shall extend to or shall affect any subsequent default, or shall impair or exhaust any right or power consequent on the Bonds.

SECTION 8.02 Application of Funds upon Acceleration. All money in the funds and accounts provided for in the Indenture (other than any moneys for payment of the Rebate Amount) upon the date of the declaration of acceleration by the Trustee as provided in Section 8.01, and all Tax Revenues in the Special Fund and thereafter received by the Successor Agency (which shall be promptly transmitted to the Trustee) shall be applied by the Trustee in the following order:

First, to the payment of the costs and expenses of the Trustee, if any, in carrying out the provisions of this article, including reasonable compensation to its agents and counsel, to the payment of any other amounts then due and payable to the Trustee, including any predecessor trustee, with respect to or in connection with this Indenture, whether as compensation, reimbursement, indemnification or otherwise, and, thereafter, to the payment of the costs and

expenses of the Owners in providing for the declaration of such Event of Default, including reasonable compensation to their agents and counsel;

Second, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with interest on the overdue principal to the extent permitted by law at the net effective interest rate then borne by the Outstanding Bonds; provided, however, that in the event the amount then so held by the Trustee shall be insufficient to make all the payments required by this clause, then such money shall be applied to the payment of the principal of and interest on all Outstanding Bond then due and payable ratably (based on the principal amount of Bonds owned by each Owner), without any discrimination or preferences.

SECTION 8.03 Other Remedies of Owners. Any Owner shall have the right, subject to the provisions of Section 8.08, for the equal benefit and protection of all Owners similarly situated:

(a) By mandamus or other suit or proceeding at law or in equity to enforce such Owner's rights against the Successor Agency and any of the members, officers and employees of the Successor Agency, and to compel the Successor Agency or any such members, officers or employees to perform and carry out their duties under the Law and their agreements with the Owners as provided in the Indenture;

(b) By suit in equity to enjoin any acts or things which are unlawful or violate the rights of the Owners; or

(c) Upon the happening of an Event of Default (as defined in Section 8.01), by a suit in equity to require the Successor Agency and its members, officers and employees to account as the trustee of an express trust.

SECTION 8.04 Non-Waiver. A waiver of any default or breach of duty or contract by any Owner shall not affect any subsequent default or breach of duty or contract, or impair any rights or remedies on any such subsequent default or breach. No delay or omission by any Owner or the Trustee to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence in such default, and every power and remedy conferred upon the Owners by the Law or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners.

If any suit, action or proceeding to enforce any right or exercise any remedy is abandoned or determined adversely to the Owners, the Trustee, the Successor Agency and the Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

SECTION 8.05 Actions by Trustee as Attorney-in-Fact. Any suit, action or proceeding which any Owner shall have the right to bring to enforce any right or remedy under this Indenture may be brought by the Trustee for the equal benefit and protection of all Owners, and the Trustee is hereby appointed (and the successive respective Owners of the Bonds issued under this Indenture, by taking and holding the same, shall be conclusively deemed so to have appointed it) the true and lawful attorney in fact of the Owners for the purpose of bringing any

such suit, action or proceeding and to do and perform any and all acts and things for and on behalf of the Owners as a class or classes, as may be necessary or advisable in the opinion of the Trustee as such attorney in fact; provided, however, the Trustee shall have no duty or obligation to enforce any right or remedy unless it has been indemnified by the Owners from any liability or expense including without limitation fees and expenses of its attorneys.

SECTION 8.06 Remedies Not Exclusive. No remedy conferred upon or reserved to the Owners in this Indenture is intended to be exclusive of any other remedy. Every such remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by law.

SECTION 8.07 Owners' Direction of Proceedings. Anything in this Indenture to the contrary notwithstanding, the Owners of a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to the Trustee and upon furnishing the Trustee with indemnification satisfactory to it, to direct the method of conducting all remedial proceedings taken by the Trustee under this Indenture, provided that such direction shall not be otherwise than in accordance with law and the provisions of this Indenture, that the Trustee may take any other action deemed proper by the Trustee which is not inconsistent with such direction, and that the Trustee shall have the right to decline to follow any such direction which in the opinion of the Trustee would be unjustly prejudicial to Owners not parties to such direction.

SECTION 8.08 Limitation on Owners' Right to Sue.

(a) No Owner of any Bond shall have the right to institute any suit, action or proceeding at law or in equity, for the protection or enforcement of any right or remedy under this Indenture, the Law or any other applicable law with respect to such Bond, unless (1) such Owner shall have given to the Trustee written notice of the occurrence of an Event of Default; (2) the Owners of not less than 25 percent in aggregate principal amount of the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (3) such Owner or said Owners shall have tendered to the Trustee reasonable indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; (4) the Trustee shall have refused or omitted to comply with such request for a period of 60 days after such written request shall have been received by, and said tender of indemnity shall have been made to, the Trustee; and (5) the Trustee shall not have received contrary directions from the Owners of a majority in aggregate principal amount of the Bonds then Outstanding.

(b) Such notification, request, tender or indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any Owner of any remedy under this Indenture or under law. It is understood and intended that no one or more Owners shall have any right in any manner whatever by such Owner's or Owners' action to affect, disturb or prejudice the security of this Indenture or the rights of any other Owners, or to enforce any right under this Indenture, the Law or other applicable law with respect to the Bonds, except in the manner provided in this Indenture. All proceedings at law or in equity to enforce any such right shall be instituted, had and maintained in the manner provided in this Indenture

and for the benefit and protection of all Owners of the Outstanding Bonds, subject to the provisions of this Indenture.

(c) Nothing in this Section or in any other provision of the Indenture, or in the Bonds, shall affect or impair the obligation of the Successor Agency, which is absolute and unconditional, to pay the interest on and principal of the Bonds to the respective Owners of the Bonds at the respective dates of maturity and Sinking Account Payment Dates, as provided in this Indenture, out of the Tax Revenues pledged for such payment, or affect or impair the right of action, which is also absolute and unconditional, of such Owners to institute suit to enforce such payment by virtue of the contract embodied in the Bonds and in the Indenture.

ARTICLE IX DEFEASANCE

SECTION 9.01 Discharge of Indebtedness. If the Successor Agency shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds the interest on and the principal of such Bonds, when due, at the times and in the manner stipulated in such Bonds and in the Indenture, then the Owners of such Bonds shall cease to be entitled to the pledge of Tax Revenues, and all covenants, agreements and other obligations of the Successor Agency to the Owners of such Bonds under the Indenture shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute at the Written Request of the Successor Agency, and at the expense of the Successor Agency, and deliver to the Successor Agency all such instruments as may be desirable to evidence such discharge and satisfaction, and the Trustee shall, after payment of amounts due the Trustee under this Indenture, pay over or deliver to the Successor Agency all money or securities held by the Trustee pursuant to the Indenture which are not required for the payment of the interest due on and the principal of and premium, if any, due on such Bonds other than the moneys, if any, for the payment of the applicable Rebate Amount.

Bonds for the payment of which money shall have been set aside (through deposit by the Successor Agency or otherwise) to be held in trust by the Trustee for such payment at the maturity or redemption date of such Bonds shall be deemed, as of the date of such setting aside, to have been paid within the meaning and with the effect expressed in the first paragraph of this Section.

Any Outstanding Bonds shall prior to the maturity date of such Bonds be deemed to have been paid within the meaning and with the effect expressed in the first paragraph of this Section if:

(1) There shall have been deposited with the Trustee (or another fiduciary or escrow agent) either money in an amount which shall be sufficient, or Federal Securities (including any Federal Securities issued or held in Book-Entry form on the books of the Department of the Treasury of the United States of America), the principal of and the interest on which when paid will provide money that, together with the money, if any, deposited with the Trustee (or fiduciary or escrow agent) at the same time, shall be sufficient to pay when due the interest due and to become due on such Bonds on and prior to the maturity date of such Bonds or such earlier redemption date as shall be irrevocably established, and the principal of and

redemption premium, if any, on such Bonds (such interest, principal and redemption premium, if any, being referred to below as the "Refunding Requirement"); provided that, unless such deposit consists of an amount in cash, which in and of itself, is sufficient to pay the Refunding Requirement in full, the sufficiency of the Federal Securities and other moneys so deposited with the Trustee (or fiduciary or escrow agent) shall be appropriately verified by an Independent Certified Public Accountant in a verification report.

(2) The Successor Agency shall have given the Trustee in form satisfactory to the Trustee irrevocable instructions to mail, as soon as practicable, a notice to the Owners of such Bonds that the deposit required by (1) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity date or earlier redemption date upon which money is to be available for the payment of the principal of such Bonds.

Neither Federal Securities nor money deposited with the Trustee pursuant to this Section nor interest or principal payments on any such Federal Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the interest on and principal of such Bonds; provided that any cash received from such interest or principal payments on such Federal Securities deposited with the Trustee, if not then needed for such purpose, shall, to the extent practicable, be reinvested at the written direction of the Successor Agency in Federal Securities maturing at times and in amounts sufficient to pay when due the interest on and principal of such Bonds on and prior to such maturity date thereof, and interest earned from such reinvestments shall be maintained in the related escrow fund until such time as the Refunding Requirements have been paid in full (but solely to the extent that does not affect the Tax-Exempt status of Bonds). For the purposes of this Section, Federal Securities shall mean and include only such securities as are not subject to redemption prior to their maturity.

SECTION 9.02 Unclaimed Moneys. Anything in the Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds or interest on such Bonds which remain unclaimed for two years after the date when such Bonds or interest on such Bonds have become due and payable, if such money was held by the Trustee at such date, or for two years after the date of deposit of such money if deposited with the Trustee after the said date when such Bonds or interest on such Bonds become due and payable, shall be repaid by the Trustee to the Successor Agency, as its absolute property and free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Owners shall look only to the Successor Agency for the payment of such Bonds; provided, however, that before being required to make any such payment to the Successor Agency, the Trustee shall, at the Written Request of the Successor Agency and at the expense of the Successor Agency, cause to be mailed to the registered Owners of such Bonds at their addresses as they appear on the registration books of the Trustee a notice that said money remains unclaimed and that, after a date named in said notice, which date shall not be less than 30 days after the date of the mailing of such notice, the balance of such money then unclaimed will be returned to the Successor Agency. Any money held by the Trustee in trust for the payment and discharge of any Bonds shall not bear interest or be otherwise invested from and after such maturity or redemption date.

**ARTICLE X
BOND INSURANCE**

SECTION 10.01 Payment under Bond Insurance Policy. So long as the Bond Insurance Policy remains in full force and effect, the following provisions shall apply with respect to payments under the Bond Insurance Policy:

(a) *[to come, if applicable]*

SECTION 10.02 Additional Rights of Bond Insurer. So long as the Bond Insurance Policy shall be in full force and effect and the Bond Insurer has not defaulted with respect to its payment obligations thereunder, the following provisions shall apply:

(a) *[to come, if applicable]*

SECTION 10.03 Suspension of Rights of Bond Insurer. All rights of the Bond Insurer to direct or consent to actions of the Successor Agency, the Trustee or the Owners under this Indenture shall be (a) suspended during any period in which such Bond Insurer is then in default in its payment obligations under the Bond Insurance Policy (except to the extent of amounts previously paid by the Bond Insurer and due and owing to the Bond Insurer) and (b) of no force or effect in the event the Bond Insurance Policy is no longer in effect or the Bond Insurer asserts that the Bond Insurance Policy is not in effect.

**ARTICLE XI
MISCELLANEOUS**

SECTION 11.01 Liability of Successor Agency Limited to Tax Revenues. Notwithstanding anything contained in the Indenture, the Successor Agency shall not be required to advance any money derived from any source of income other than the Tax Revenues for the payment of the interest on or the principal of the Bonds. The Successor Agency may, however, advance funds for any such purpose, provided that such funds are derived from a source legally available for such purpose. The Successor Agency's obligation to pay the Rebate Amount to the United States of America pursuant to the Tax Certificate shall be considered the general obligation of the Successor Agency and shall be payable from any available funds of the Successor Agency.

The Bonds are limited obligations of the Successor Agency and are payable, as to interest on and principal of the Bonds, exclusively from the Tax Revenues, and the Successor Agency is not obligated to pay them except from the Tax Revenues. All of the Bonds are equally secured by a pledge of, and charge and lien upon, all of the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and the principal of the Bonds. The Bonds are not a debt of the City, the State or any of its political subdivisions, and none of the City, the State nor any of its political subdivisions is liable therefor, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Successor Agency. The Bonds do not constitute an indebtedness within the meaning of any constitutional

or statutory limitation or restriction, and neither the members of the Successor Agency nor any persons executing the Bonds are liable personally on the Bonds by reason of their issuance.

SECTION 11.02 Benefits of Indenture Limited to Parties. Nothing in the Indenture, expressed or implied, is intended to give to any person other than the Successor Agency, the Trustee, the Bond Insurer and the Owners any right, remedy or claim under or by reason of the Indenture. Any covenants, stipulations, promises or agreements contained in the Indenture by and on behalf of the Successor Agency or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee, the Bond Insurer and the Owners.

SECTION 11.03 Successor Deemed Included in All References to Predecessor. Whenever in the Indenture either the Successor Agency or any member, officer or employee of the Successor Agency is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions, with respect to the management, administration and control of the affairs of the Successor Agency, that are presently vested in the Successor Agency or such member, officer or employee, and all the agreements, covenants and provisions contained in the Indenture by or on behalf of the Successor Agency or any member, officer or employee of the Successor Agency shall bind and inure to the benefit of the respective successors of the Successor Agency whether so expressed or not.

SECTION 11.04 Execution of Documents by Owners. Any request, consent, declaration or other instrument which the Indenture may require or permit to be executed by Owners may be in one or more instruments of similar tenor, and shall be executed by Owners in person or by their attorneys appointed in writing.

Except as otherwise expressly provided in this Indenture, the fact and date of the execution by any Owner or such Owner's attorney of such request, consent, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state or territory in which such Owner purports to act, that the person signing such request, consent, declaration or other instrument or writing acknowledged to such notary public or other officer the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise expressly provided in this Indenture, the amount of Bonds transferable by delivery held by any person executing such request, consent, declaration or other instrument or writing as an Owner, and the numbers thereof, and the date of such Owner's holding such Bonds, may be proved by a certificate, which need not be acknowledged or verified, satisfactory to the Trustee, executed by a trust company, bank or other depository wherever situated, showing that at the date therein mentioned such person had on deposit with such depository the Bonds described in such certificate. The Trustee may nevertheless in its discretion require further or other proof in cases where it deems the same desirable. The ownership of Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books provided for in Section 2.08.

Any request, consent, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the Successor Agency or the Trustee in good faith and in accordance therewith.

SECTION 11.05 Waiver of Personal Liability. No member of the Successor Agency governing board, or officer or employee of the Successor Agency shall be individually or personally liable for the payment of the interest on or principal of the Bonds; but nothing contained in this Indenture shall relieve any member, officer or employee of the Successor Agency from the performance of any official duty provided by law.

SECTION 11.06 Content of Certificates and Reports. Any certificate made or given by an officer of the Successor Agency may be based, insofar as it relates to legal matters, upon a certificate or opinion of or representations by counsel, unless such officer knows that the certificate or opinion or representations with respect to the matters upon which such officer's Certificate may be based, as aforesaid, are erroneous, or in the exercise of reasonable care should have known that the same were erroneous. Any certificate or opinion or representation made or given by counsel may be based, insofar as it relates to factual matters or information with respect to which is in the possession of the Successor Agency, upon the certificate or opinion of or representations by an officer or officers of the Successor Agency, unless such counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate, opinion or representation may be based, as aforesaid, are erroneous, or in exercise of reasonable care should have known that the same were erroneous.

SECTION 11.07 Funds and Accounts. Any fund or account required by the Indenture to be established and maintained by the Successor Agency or the Trustee may be established and maintained in the accounting records of the Successor Agency or the Trustee either as a fund or an account, and may, for the purposes of such records, any audits thereof and any reports or statements with respect thereto, be treated either as a fund or as an account; but all such records with respect to all such funds and accounts shall at all times be maintained in accordance with sound accounting practices and with due regard for the protection of the security of the Bonds and the rights of the Owners.

SECTION 11.08 Destruction of Cancelled Bonds. Whenever provision is made for the surrender of any Bonds which have been paid or canceled pursuant to the provisions of this Fiscal Agent Agreement, the Trustee shall cancel and destroy such Bonds and upon Written Request of the Successor Agency furnish to the Successor Agency a certificate of such destruction.

SECTION 11.09 CUSIP Numbers. Neither the Successor Agency nor the Trustee shall be liable for any defect or inaccuracy in the CUSIP number that appears on any Bond or in any redemption notice relating thereto. The Trustee may, in its discretion, include in any redemption notice relating to any of the Bonds a statement to the effect that the CUSIP numbers on the Bonds have been assigned by an independent service and are included in such notice solely for the convenience of the Owners and that neither the Successor Agency nor the Trustee shall be liable for any defects or inaccuracies in such numbers.

SECTION 11.10 Partial Invalidity. If any one or more of the agreements or covenants or portions thereof provided in the Indenture to be performed on the part of the Successor Agency (or of the Trustee) should be contrary to law, then such agreement or agreements, such covenant or covenants, or such portions thereof, shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity of the Indenture or of the Bonds; but the Owners shall retain all the rights and benefits accorded to them under the Law or any other applicable provisions of law. The Successor Agency hereby declares that it would have adopted the Indenture and each and every other section, paragraph, subdivision, sentence, clause and phrase of this Indenture and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more sections, paragraphs, subdivisions, sentences, clauses or phrases of the Indenture or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 11.11 Notices. Any notice, request, complaint, demand or other communication under this Indenture shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, by overnight mail, as a .pdf attachment to electronic mail, or by telecopy or other form of telecommunication, confirmed by telephone at its number set forth below. Notice shall be effective either (i) upon transmission by telecopy or other form of telecommunication, (ii) 48 hours after deposit in the United States mail, postage prepaid, (iii) in the case of overnight mail, upon delivery to the addressed destination, or (iv) in the case of personal delivery to any person, upon actual receipt. Each entity below may, by written notice to the other party, from time to time modify the address or number to which communications are to be given under this Indenture:

If to the Successor Agency: Successor Agency to the Winters Community Development Agency
318 First Street
Winters, CA 95694
Attention: Executive Director
Telephone: (530) 795-4970

If to the Trustee: [The Bank of New York Mellon Trust Company, N.A.]
400 S Hope St, Suite 500
Los Angeles, California 90071
Attention: Corporate Trust Division
Telephone: (213) 630-6210

[Notices to the Bond Insurer shall be sent to the address indicated in Section 10.02().]

Any of the foregoing persons may, by notice given under this Section, designate any further or different addresses, telephone numbers or facsimile transmission numbers to which subsequent notices, certificates, requests or other communications shall be directed.

SECTION 11.12 Execution in Several Counterparts. This Indenture may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be

an original; and all such counterparts, or as many of them as the Successor Agency and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 11.13 Business Days. When any action is provided for in this Indenture to be done on a day named or within a specified time period, and the day or the last day of the period falls on a day other than a Business Day, such action may be performed on the next ensuing Business Day with the same effect as though performed on the appointed day or within the specified period.

SECTION 11.14 Governing Law. This Indenture shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Successor Agency to the Winters Community Development Agency has caused this Indenture to be signed in its name by its Authorized Officer and [The Bank of New York Mellon Trust Company, N.A.], in token of its acceptance of the trusts created under this Indenture, has caused this Indenture to be signed in its corporate name by its officer thereunto duly authorized, all as of the date and year first above written.

SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

By: _____
Executive Director

Attest:

Secretary

[The Bank of New York Mellon Trust Company,
N.A.],
as Trustee

By: _____
Authorized Officer

APPENDIX A

FORM OF BOND

[Unless this certificate is presented by an authorized representative of the Depository Trust Company, a New York Corporation ("DTC"), to the Successor Agency to the Winters Community Development Agency or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. Or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), any transfer, pledge, or other use hereof for value or otherwise by or to any persons is wrongful inasmuch as the registered owner hereof, Cede & Co., has an interest herein.]

No. _____ \$ _____

SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY
TAX ALLOCATION REFUNDING BOND
SERIES 2017

Interest Rate	Maturity Date	Dated Date	CUSIP
---------------	---------------	------------	-------

REGISTERED OWNER: [CEDE & CO.]

PRINCIPAL AMOUNT:

The Successor Agency to the Winters Community Development Agency, a public body, corporate and politic, duly organized and existing under and pursuant to the laws of the State of California (the "Successor Agency"), for value received hereby promises to pay to the registered owner specified above, or registered assigns, on the Maturity Date specified above the Principal Amount specified above, together with interest thereon until the principal of this bond (the "Bond") shall have been paid. Interest on this Bond shall be payable semiannually on [March 1, 2017] and thereafter on September 1 and March 1 each year (each an "Interest Payment Date"). This Bond shall bear interest at the Interest Rate specified above from the Interest Payment Date next preceding the date of authentication hereof, unless (i) it is authenticated during the period from the day after the Record Date for an Interest Payment Date (i.e., the 15th day of the month next preceding such Interest Payment Date) to and including such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (ii) it is authenticated on or prior to the Record Date for the first Interest Payment Date, in which event it shall bear interest from the dated date shown above; provided, however, that if, at the time of authentication, interest with respect to this Bond is in default, it shall bear interest from the Interest Payment Date to which interest has been paid or made available for payment with respect to this Bond.

Both the interest on and principal of this Bond are payable in lawful money of the United States of America. The principal (or redemption price) hereof is payable upon surrender of this Bond at maturity or the earlier redemption of this Bond at the corporate trust office of [The Bank of New York Mellon Trust Company, N.A.] (the "Trustee") in [San Francisco][Los Angeles], California, or at such other office as the Trustee may designate (the "Trust Office"). Interest on this Bond is payable by check mailed on each Interest Payment Date by first class mail to the person in whose name this Bond is registered at the close of business on the Record Date of the applicable Interest Payment Date at such person's address as it appears on the registration books of the Trustee, or upon written request received by the Trustee prior to the Record Date for an Interest Payment Date of an Owner of Bonds in the aggregate principal amount of \$1,000,000 or more, by transfer in immediately available funds to an account within the United States designated by such Owner.

This Bond is one of a duly authorized issue of bonds of the Successor Agency designated Successor Agency to the Winters Community Development Agency Tax Allocation Refunding Bonds, Series 2017 (the "Bonds"), limited in aggregate principal amount to \$ _____, issued under the provisions of Section 34177.5 of the California Health and Safety Code and Article 11 (commencing with Section 53580) of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Refunding Bond Law"), and pursuant to the provisions of an Indenture, dated as of _____, 2016 by and between the Successor Agency and the Trustee (as the same may be amended or supplemented from time to time pursuant to the terms thereof, the "Indenture"). Capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Indenture.

The Bonds are issued for the purposes of effecting a refunding of outstanding bonds issued by the former Winters Community Development Agency, which were incurred to finance the redevelopment projects.

The Bonds are equally secured by a pledge of, and charge and lien upon, the Tax Revenues, and the Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds. Subject to the terms and conditions set forth in the Indenture, additional tax allocation bonds payable from the Tax Revenues may be issued which will rank equally as to security with the Bonds, but only for the purposes of refunding a portion of the Bonds.

Reference is hereby made to the Indenture, to any supplemental indentures thereto and to the Refunding Bond Law and the Law (as amended by the Dissolution Act) for a description of the terms on which the Bonds are issued, for the provisions with regard to the nature and extent of the security provided for the Bonds and of the nature, extent and manner of enforcement of such security, and for a statement of the rights of the registered owners of the Bonds. All the terms of the Indenture, the Refunding Bond Law and the Law (as amended by the Dissolution Act) are hereby incorporated herein and constitute a contract between the Successor Agency and the registered owner from time to time of this Bond, and to all the provisions thereof the registered owner of this Bond, by such owner's acceptance hereof, consents and agrees. Each registered owner hereof shall have recourse to all the provisions of the Refunding Bond Law, the Law (as amended by the Dissolution Act) and the Indenture and shall be bound by all the terms and conditions thereof.

The Bonds maturing on or before September 1, 20__ shall not be subject to optional redemption prior to their maturity. The Bonds maturing on or after September 1, 20__ shall be subject to redemption as a whole or in part, from such maturities as the Successor Agency shall designate prior to their maturity at the option of the Successor Agency on any date on or after September 1, 20__, from funds derived by the Successor Agency from any source, at a redemption price equal to 100 percent of the principal amount of the Bonds to be redeemed, together with interest accrued thereon to the date fixed for redemption, without premium.

The Bonds maturing on September 1, 20__ and September 1, 20__ shall be subject to mandatory sinking account redemption in part by lot at a redemption price equal to the principal amount thereof to be redeemed, without premium, on September 1 of the years and in the aggregate respective principal amounts set forth in the Indenture.

As provided in the Indenture, notice of redemption of any Bond shall be sent by first class mail (or such other means as acceptable to the recipient of such notice) not more than 60 days and not less than 30 days prior to the redemption date, to the respective Owner of this Bond at the address appearing on the registration books of the Trustee and to certain securities depository and information services. Failure to receive such notice shall not affect the sufficiency of such proceedings for redemption. If notice of redemption has been duly given as aforesaid and money for payment of the above described redemption price is held by the Trustee, then such Bonds shall, on the redemption date designated in such notice, become due and payable at the above described redemption price; and from and after the date so designated interest on the Bonds so called for redemption shall cease to accrue and registered owners of such Bonds shall have no rights in respect thereof except to receive payment of such redemption price thereof.

If an Event of Default shall occur, the principal of all Bonds may be declared due and payable upon the conditions, in the manner and with the effect provided in the Indenture; except that the Indenture provides that in certain events such declaration and its consequences may be rescinded by the registered owners of at least a majority in aggregate principal amount of the Bonds then outstanding.

The registered owner of any Bond(s) may surrender the same at the Trust Office in exchange for an equal aggregate principal amount of fully registered Bonds of any other authorized denominations, in the manner, subject to the conditions and upon the payment of the charges provided in the Indenture.

This Bond is transferable, as provided in the Indenture, only upon a register to be kept for that purpose at the Trust Office by the registered owner of this Bond in person, or by such registered owner's duly authorized attorney, upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or such registered owner's duly authorized attorney, and thereupon a new fully registered Bond(s), in the same aggregate principal amount, shall be issued to the transferee in exchange therefor as provided in the Indenture, and upon payment of the charges therein prescribed. The Successor Agency and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner of this Bond for the purpose of receiving payment of, or on account of, the interest on and principal of and redemption premium, if any, on this Bond and for all other

purposes. The Trustee shall not be required to register the transfer or exchange of any Bond during the 15 days preceding any date established by the Trustee for selection of Bonds for redemption or any Bonds which have matured or been selected for redemption.

The rights and obligations of the Successor Agency and of the registered owners of the Bonds may be amended at any time in the manner, to the extent and upon the terms provided in the Indenture, but no such amendment shall (1) extend the maturity of this Bond, or reduce the interest rate on this Bond, or otherwise alter or impair the obligation of the Successor Agency to pay the interest on, principal of or any premium payable on the redemption of this Bond at the time and place and at the rate and in the currency provided in this Bond, without the express written consent of the registered owner of this Bond, or (2) permit the creation by the Successor Agency of any mortgage, pledge or lien upon the Tax Revenues superior to or on a parity with the pledge and lien created in the Indenture for the benefit of the Bonds and all additional parity tax allocation bonds authorized by the Indenture, except as provided in the Indenture, or (3) reduce the percentage of Bonds required for the written consent to an amendment of the Indenture, or (4) modify any rights or obligations of the Trustee without its prior written assent thereto; all as more fully set forth in the Indenture.

This Bond is not a debt of the City of Winters (the "City"), the State of California or any of its political subdivisions, and none of the City, the State nor any of its political subdivisions is liable on this Bond, nor in any event shall this Bond or any interest on this Bond or any redemption premium on this Bond be payable out of any funds or properties other than Tax Revenues and the funds pledged pursuant to the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction, and neither the members of the Successor Agency nor any persons executing the Bonds shall be personally liable on the Bonds by reason of their issuance.

This Bond shall not be entitled to any benefits under the Indenture or become valid or obligatory for any purpose until the certificate of authentication and registration on this Bond endorsed shall have been manually signed by the Trustee.

It is hereby certified that all of the acts, conditions and things required to exist, to have happened or to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Successor Agency, does not exceed any limit prescribed by the Constitution or laws of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture.

IN WITNESS WHEREOF, the Successor Agency to the Winters Community Development Agency has caused this Bond to be executed in its name and on its behalf by its Chair and attested by its Secretary, and has caused this Bond to be dated the date first written above.

SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

By: _____
Chair

Attest:

Secretary

[TRUSTEE'S CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Indenture and registered on the Bond Registration Books.

Date: _____, 20__

[The Bank of New York Mellon Trust Company,
N.A.],
as Trustee

By: _____
Authorized Officer

STATEMENT OF INSURANCE

[to come].

[FORM OF ASSIGNMENT]

For value received the undersigned do(es) hereby sell, assign and transfer unto _____, whose tax identification number is _____, the within-mentioned registered Bond and hereby irrevocably constitute(s) and appoint(s) _____ attorney to transfer the same on the books of the Trustee with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

NOTE: The signature(s) on this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular without alteration or enlargement or any change whatsoever.

NOTICE: Signature must be guaranteed by a member of an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or other similar program.

APPENDIX B

FORM OF COSTS OF ISSUANCE FUND REQUISITION

REQUISITION NO. ____

with reference to

\$ _____

Successor Agency to the Winters Community Development Agency
Tax Allocation Refunding Bonds,
Series 2017

I. The Successor Agency to the Winters Community Development Agency (the "Successor Agency") hereby requests [The Bank of New York Mellon Trust Company, N.A.], as trustee (the "Trustee") pursuant to that certain Indenture dated as of _____ 1, 2017 (the "Indenture") between the Successor Agency and the Trustee, under the terms of which the Successor Agency has issued the above-captioned Bonds to pay from the moneys in the Costs of Issuance Fund established pursuant to Sections 4.04 of the Indenture, the amounts shown on Schedule I attached hereto to the parties indicated in Schedule I. Such payments shall be made by check or wire transfer in accordance with the payment instructions set forth in Schedule I or in invoices submitted in accordance therewith and the Trustee may rely on such payment instructions given by the Successor Agency with no duty to investigate or inquire as to the authenticity of the invoice or the payment instructions contained therein.

II. The payees, the purposes for which the costs have been incurred, and the amount of the disbursements requested are itemized on Schedule I hereto.

III. Each obligation mentioned in Schedule I hereto has been properly incurred and is a proper charge against the Costs of Issuance Fund. None of the items for which payment is requested has been reimbursed previously from the Costs of Issuance Fund.

DATED: _____, 20__

SUCCESSOR AGENCY TO THE WINTERS
COMMUNITY DEVELOPMENT AGENCY

By: _____
[Title]

EXHIBIT A

SUCCESSOR AGENCY TO THE WINTERS COMMUNITY DEVELOPMENT AGENCY
REFINANCING OF 2004 & 2007 TAX ALLOCATION BONDS SUMMARY OF SAVINGS

SOURCES AND USES OF FUNDS	
Sources of Funds:	
Par Amount of Bonds	\$12,880,000
Premium	\$2,069,755
Transfers from Funds Held	<u>\$542,268</u>
Total Sources	\$15,492,023
Uses of Funds:	
Deposit to Escrow Fund	\$15,019,107
Costs of Issuance	\$472,916
Debt Service Reserve Fund	-
Total Uses	\$15,492,023

DEBT SERVICE SAVINGS SCHEDULE				
Date	Prior Gross Debt Service	Refunding Gross Debt Service	Savings	
2017	\$935,064	\$825,583	\$109,481	
2018	\$954,539	\$847,500	\$107,039	
2019	\$967,339	\$857,700	\$109,639	
2020	\$978,189	\$872,100	\$106,089	
2021	\$993,789	\$885,500	\$108,289	
2022	\$1,006,902	\$897,900	\$109,002	
2023	\$1,023,714	\$914,300	\$109,414	
2024	\$1,038,924	\$929,500	\$109,424	
2025	\$1,047,412	\$939,500	\$107,912	
2026	\$1,064,574	\$958,000	\$106,574	
2027	\$1,079,644	\$974,500	\$105,144	
2028	\$1,092,934	\$984,000	\$108,934	
2029	\$1,109,079	\$1,001,750	\$107,329	
2030	\$1,128,184	\$1,022,250	\$105,934	
2031	\$1,134,938	\$1,025,250	\$109,688	
2032	\$1,154,872	\$1,046,500	\$108,372	
2033	\$1,172,311	\$1,065,000	\$107,311	
2034	\$1,187,256	\$1,080,750	\$106,506	
2035	\$1,203,288	\$1,093,750	\$109,538	
2036	\$1,221,025	\$1,114,000	\$107,025	
2037	\$1,240,675	\$1,131,000	\$109,675	
2038	\$1,257,000	\$1,149,750	\$107,250	
	TOTAL GROSS SAVINGS		\$2,375,566	
		Less: Old DSRF	\$(542,268)	
		Plus: New DSRF	-	
	NET CASH FLOW SAVINGS		\$1,833,298	



**CITY COUNCIL OF THE CITY OF WINTERS AND
SUCCESSOR AGENCY TO THE
FORMER WINTERS COMMUNITY DEVELOPMENT AGENCY
STAFF REPORT**

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

DATE: November 1, 2016

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

SUBJECT: Transfer of former Community Development Agency Property from the
Successor Agency to the Former Winters Community Development Agency
to the City of Winters for Governmental Use

RECOMMENDATION:

That the City Council and Successor Agency adopt resolutions authorizing and directing the Executive Director of the Successor Agency to execute such documents as are necessary to convey to the City of Winters for governmental use certain property that was owned by the Winters Community Development Agency.

BACKGROUND:

Pursuant to the Health and Safety Code Section 34172, the Community Development Agency of the City of Winters ("Redevelopment Agency") was dissolved as of February 1, 2012. Pursuant to Health and Safety Code Section 34173(d), the City of Winters became the successor agency to the former Redevelopment Agency (the "Successor Agency"), as confirmed by adoption by the City Council of Resolution No. 2012-02 on January 17, 2012. Pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City. The Successor Agency is responsible for the wind-down of the former Redevelopment Agency, including without limitation the disposition of assets and properties of the former Redevelopment Agency.

Pursuant to Health and Safety Code Section 34191.5, after the Successor Agency receives a finding of completion ("FOC") from DOF, the Successor Agency must prepare a Long Range Property Management Plan ("LRPMP"). The Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which has been approved by the Oversight Board and DOF (by letter dated December 2, 2014).

It was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely the approximately .435 acre located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a City public parking lot (APN 003-224-001) (the "Governmental Use Property").

The Governmental Use Property was previously owned by the City of Winters, and has been used as a publicly owned parking lot since at least 1980. In 2003, the City was approached by a development group interested in developing the property. In anticipation of negotiating a development project, the City proposed to transfer the property to the Redevelopment Agency to facilitate the transaction with the proposed development group. On August 5, 2003, the Winters City Council adopted Resolution 2003-39 approving the contingent sale of the Governmental Use Property to the Redevelopment Agency, and subsequently adopted Resolution 2004-30 at the Council's September 7, 2004 meeting authorizing the sale of the Governmental Use Property to the Redevelopment Agency for the appraised price of \$120,000, which sales proceeds were to be set aside in a separate downtown parking development account.

The Redevelopment Agency never actually paid the City for the Governmental Use Property, but a grant deed was conveying the Governmental Use Property was erroneously executed and recorded conveying the Property to the Redevelopment Agency. The attached City General Ledger Reports for Fiscal Years 2003-04 and 2004-05 demonstrate that the City never received payment from the Redevelopment Agency for the Governmental Use Property. The development contemplated in 2003 never moved forward, and the Governmental Use Property has been continuously used as a public parking lot.

Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to "transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction."

Pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days' notice to the public of the specific proposed actions. The Oversight Board is scheduled to consider approval of such transfer at its meeting on November 7, 2016. The Oversight Board's action is subject to review by the Department of Finance ("DOF") pursuant to Health and Safety Code Section 34179.

The Governmental Use Property has been used continuously as a public parking lot since 1980. There has been considerable development and increased activity in the City's downtown area in recent years, and the Governmental Use Property is the only publicly-owned parking lot in close vicinity to the downtown. While the Redevelopment Agency was supposed to pay the City for the anticipated loss of parking in the downtown area, with those funds dedicated to securing additional parking facilities, the Redevelopment Agency never did compensate the City for the property, and it continues to serve a key need for public parking in the City's downtown.

Staff recommends that (a) the Successor Agency adopt a resolution approving the transfer of the Governmental Use Property to the City for continued use as a public parking lot, and (b) the City Council adopt a resolution authorizing acceptance of such transfer of the Governmental Use Property.

FISCAL IMPACT:

No new funds are involved with the transfer of the Governmental Use Property to the City as proposed. The City will continue to be responsible for the ongoing operation and maintenance of the Governmental Use Property following conveyance.

RECOMMENDED ACTION:

1. That the Successor Agency authorize and direct conveyance of the Governmental Use Property (public parking lot, APN 003-224-001) to the City for continued use as a public parking lot.
2. That the City Council authorize and direct acceptance of conveyance of the Governmental Use Property (public parking lot, APN 003-224-001) from the Successor Agency for continued use as a public parking lot.

ATTACHMENTS:

1. Successor Agency Resolution Authorizing and Directing the Transfer of the Governmental Use Property to the City of Winters
2. City Council Resolution Authorizing and Directing the Acceptance of Conveyance of the Governmental Use Property from the Successor Agency

RESOLUTION NO. 2016-38

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS DIRECTING AND AUTHORIZING ACCEPTANCE OF THE TRANSFER OF A GOVERNMENTAL USE PROPERTY FROM THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS, PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which was approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, it was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely an approximately .435 acre site located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a public parking lot (APN 003-224-001) (the “Governmental Use Property”); and

WHEREAS, Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to “transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction;” and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179.

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

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

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

Section 3. Authorization and Direction to Transfer Governmental Use Property. The City Council hereby authorizes and directs the acceptance of the transfer of the Governmental Use Property from the Successor Agency, pursuant to Health and Safety Code Sections 34177(e) and 34181. The City Council further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of an acceptance of a quitclaim deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property from the Successor Agency to the City for continued use as a mini park in the downtown area.

Section 4. Oversight Board and DOF Approval. The approvals set forth in Section 3 of this Resolution are conditioned upon approval of such transfer by the Oversight Board pursuant to Health and Safety Code Section 34181(f), and review of such action by the DOF pursuant to Health and Safety Code Section 34179. City staff is hereby directed, in cooperation with the Successor Agency, to take such actions and submit to the Oversight Board and DOF such documents as are necessary to obtain approvals of such transfer from the Oversight Board and DOF.

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

Section 6. Effective Date. Subject to the conditions set forth in Section 4, this Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS ____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

Mayor

City Clerk

RESOLUTION NO. SA-2016-04

**A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER
COMMUNITY DEVELOPMENT AGENCY OF THE CITY OF WINTERS
DIRECTING AND AUTHORIZING THE TRANSFER OF A
GOVERNMENTAL USE PROPERTY TO CITY OF WINTERS,
PURSUANT TO HEALTH AND SAFETY CODE SECTION 34181**

WHEREAS, pursuant to Health and Safety Code Section 34173(d), following dissolution of the Community Development Agency of the City of Winters (“Redevelopment Agency”), the City became the successor agency to the former Redevelopment Agency (“Successor Agency”), and pursuant to Health and Safety Code Section 34173(g), the Successor Agency is a separate public entity from the City; and

WHEREAS, pursuant to Health and Safety Code Section 34191.4, after the Successor Agency receives a finding of completion (“FOC”) from the State Department of Finance (“DOF”) pursuant to Health and Safety Code Section 34179.7, the Successor Agency must prepare a Long Range Property Management Plan (“LRPMP”); and

WHEREAS, the Successor Agency was granted a FOC on June 12, 2013, and prepared an LRPMP, which was approved by the Oversight Board and DOF (by letter dated December 2, 2014; and

WHEREAS, it was recently determined that one property previously owned by the Redevelopment Agency was not included in the LRPMP, namely an approximately .435 acre site located on the southeast corner of Railroad and East Main Street that is currently developed with and used as a public parking lot (APN 003-224-001) (the “Governmental Use Property”); and

WHEREAS, Health and Safety Code Section 34181(a)(1) provides that the Oversight Board shall direct the Successor Agency to dispose of all assets and properties of the former Redevelopment Agency; provided, however, that the Oversight Board may instead direct the Successor Agency to “transfer ownership of those assets that were constructed and used for a government purpose, such as ... parking facilities and lots dedicated solely to public parking ... to the appropriate public jurisdiction;” and

WHEREAS, pursuant to Health and Safety Code Section 34181(f), before properties can be transferred in accordance with Section 34181(a), the transfer must be approved by the Oversight Board, by resolution adopted at a public meeting after at least 10 days’ notice to the public of the specific proposed actions, and the actions of the Oversight Board are also subject to review by DOF pursuant to Health and Safety Code Section 34179.

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

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

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

Section 3. Authorization and Direction to Transfer Governmental Use Property. The Successor Agency hereby authorizes and directs the transfer of the Governmental Use Property to the City, pursuant to Health and Safety Code Sections 34177(e) and 34181. The Successor Agency further authorizes and directs staff to take such actions and execute such documents as may be necessary to effectuate the purposes of this Resolution, including without limitation execution of a grant deed or other document satisfactory to the Successor Agency Counsel and City Attorney transferring fee interest in the Governmental Use Property from the Successor Agency to the City for continued use as a public parking lot in the downtown area.

Section 4. Oversight Board and DOF Approval. The approvals set forth in Section 3 of this Resolution are conditioned upon approval of such transfer by the Oversight Board pursuant to Health and Safety Code Section 34181(f), and review of such action by the DOF pursuant to Health and Safety Code Section 34179. The Successor Agency is hereby directed, in cooperation with City staff, to take such actions and submit to the Oversight Board and DOF such documents as are necessary to obtain approvals of such transfer from the Oversight Board and DOF.

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

Section 6. Effective Date. Subject to the conditions set forth in Section 4, this Resolution shall be effective immediately upon its adoption.

APPROVED AND ADOPTED THIS _____ day of _____, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Chairperson
Successor Agency to the former Community
Development Agency of the City of Winters

ATTEST:

Secretary
Successor Agency to the former Community
Development Agency of the City of Winters