



Winters City Council Meeting
City Council Chambers
318 First Street
Tuesday, April 3, 2018
6:30 p.m.
AGENDA

Members of the City Council

*Wade Cowan, 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, March 20, 2018 (pp. 4-7)
- B. Parade Permit Application, Amplified Sound Permit and Request for Annual Donation for the Annual Youth Day Celebration to be held on Saturday, April 28, 2018 (pp. 8-14)
- C. Downtown Hotel Development Impact Fee Payment Agreement (pp. 15-47)
- D. Proclamation Honoring Retiring Winters Fire Protection District Commissioner Donald A. Rominger (pp. 48)
- E. Proclamation Recognizing National Library Week, April 8-14, 2018 (pp. 49-50)

PRESENTATIONS

National Library Week Proclamation to be Presented to Representative from the Yolo County Library

DISCUSSION ITEMS

1. Resolution 2018-08 Adopting 2018-2019 Project List Funded by Senate Bill 1: Road Repair and Accountability Act (SB 1) (pp. 51-61)

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

1. None
-

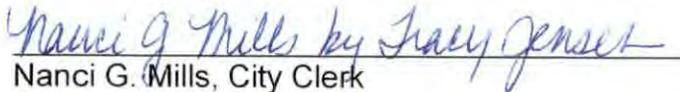
CITY MANAGER REPORT

- General Plan Research Update

INFORMATION ONLY

ADJOURNMENT

I declare under penalty of perjury that the foregoing agenda for the April 3, 2018 regular meeting of the Winters City Council was posted on the City of Winters website at www.cityofwinters.org and Councilmembers were notified via e-mail of its' availability. A copy of the foregoing agenda was also posted on the outside public bulletin board at City Hall, 318 First Street on March 30, 2018, and made available to the public during normal business hours.


Nanci G. Mills, City Clerk

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

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

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

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

How to obtain City Council Agendas:

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

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

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

Winters Library – 708 Railroad Avenue

City Hall – Finance Office - 318 First Street

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

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

Wednesday at 10:00 a.m.

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



Minutes of the Regular Meeting of the Winters City Council
Held on March 20, 2018

Mayor Wade Cowan called the meeting to order at 6:30 p.m.

Present: Council Members Harold Anderson, Bill Biasi, Jesse Loren, Pierre Neu and Mayor Wade Cowan
Absent: None
Staff: City Manager John W. Donlevy Jr., City Attorney Ethan Walsh, City Clerk Nanci Mills, Economic Development/Housing Manager Dan Maguire, Fire Captain Matt Schechla, Acting Fire Captain Jesus Marquez, Volunteer Firefighter Rigo Garcia, and Management Analyst Tracy Jensen.

Joe Bristow led the Pledge of Allegiance.

Approval of Agenda: City Manager Donlevy said there were no changes to the agenda. Motion by Council Member Neu, second by Council Member Biasi to approve the agenda. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
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, March 6, 2018
- B. Resolution 2018-07, Approving a Public Improvement Agreement and Final Map #5066 for the Olive Grove Phase 1 Project
- C. Housing Element Annual Progress Report

City Manager Donlevy gave a brief overview. Motion by Council Member Neu, second by Council Member Anderson to approve the Consent Calendar. Motion carried with the following vote:

AYES: Council Members Anderson, Biasi, Loren, Neu, Mayor Cowan
NOES: None
ABSENT: None
ABSTAIN: None

PRESENTATIONS

Mayor Cowan announced that Gwen Pisani had been named a "Woman of Persistence" by the League of California City's Women's Caucus and presented her with a framed certificate. Council Member Loren spoke of Gwen's positive energy and her persistence toward philanthropy and positive change. She also read aloud a comment from a local resident who said Gwen "is a woman of persistence who has the ability to be a champion of persistence and more importantly, looks for ways to champion other people." Gwen thanked everyone for coming and for dressing in purple.

Fire Captain Matt Schechla began the presentation by outlining the purpose of the cadet program: recruitment, creating relationships, building character, and mentoring. Matt introduced Firefighter Jesus Marquez, who has been in the Fire Reserve program for 3 years and is in charge of the cadet program. Jesus said cadets are given task books and quizzed daily, given hands-on training in search and rescue tactics, how fires are fought, and how to breach a wall. They are also taught about firefighting evolution and control burns in buildings, breathing apparatus to avoid breathing toxic fumes and fighting simulated fires using teamwork and communication. The cadets also perform community outreach, customer service and interaction with the public, with the Fire Department's annual fish fry and shrimp feed being two examples. Jesus said the cadet program runs from October through May and there are currently five cadets in the program.

DISCUSSION ITEMS

1. General Plan Update

City Manager Donlevy reviewed a list of the General Plan elements, several of which are currently up to date, including Housing, Transportation and Circulation, Health & Safety, Community Design, and Source Reduction and Recycling. He then gave an update on each of the remaining elements, including Land Use, Public Facilities and Recreation, Natural Resources/Conservation and Administration and Implementation.

The elements within the Master Plan that are currently up to date are the water and sewer, wastewater treatment facility, the Putah Creek Park Master Plan (part of the Natural Resources element), and the flood overlay plan, which includes the Putah Creek sub basin and the Moody Slough sub basin. The remaining elements are the zoning code, where the definitions need to be updated, and the Climate Action Plan, which Carol Scianna is currently working on.

Kate Laddish, 400 Morgan St., said the Governor's Office of Planning and Research (OPR) has come out with new guidelines for the preparation and content of local general plans for all cities and counties in California that include new legislation and major changes. She requested that staff look into what is needed to bring the General Plan into compliance and that the State has easy-to-use tools to gather the data.

Kate Kelly, P.O. Box 868, Winters, provided two handouts for Council review that were issued by the Governor's Office of Planning and Research (OPR). Kate said the 2017 Update of the General Plan Guidelines includes Required Elements and New Chapters, which can be used as a checklist to make sure the City is in compliance. The second handout was the 2017 General Plan Guidelines. Kate said the website includes many helpful resources, is easy to use and includes sample policies. Council Member Loren thanked both Kates for providing this information.

Council Member Neu asked what the Council's role would be in this process and said this gives Council and staff the opportunity to talk together publicly about taking the parts of the General Plan that need to be addressed and moving it forward. City Manager Donlevy said the General Plan is a blueprint of the City that contains among other things model guidelines, policies, and land use and will be included in the upcoming budget.

Council Member Biasi said the General Plan may need some adjustments and updates, but the City still owes a lot of money from the 1992 General Plan. The City doesn't have the money to spend to update the General Plan but we need to look at what we're lacking as far as new regulations go. Mayor Cowan said the

Economic Development Advisory Committee (EDAC) should be reinstated to work on these items and this is a good opportunity to do it.

City Manager Donlevy said the City doesn't have the land zoned for a business park and has 15 acres that are not in the flood zone, yet our greatest vulnerability is a traffic circulation plan. The City will want to look at land use in the future and the natural progression is to build north. This land is within our sphere of influence and general plan area, but is not located within the City limits. When comparing business vs. residential, we're out of balance and residents are sensitive to growth. Many people in Winters have the ability to move ideas forward and the City is supposed to set the vision and the tone of where the City is going.

Council Member Neu requested progress updates in the City Manager's Friday Updates as they become available.

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

1. None

CITY MANAGER REPORT: The Coffee Festival is scheduled for this Saturday, March 24. A Youth Empowerment Summit is also being held this weekend.

INFORMATION ONLY: None

ADJOURNMENT: Mayor Cowan adjourned the meeting at 7:58 p.m.

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 3, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Nanci G. Mills, Director of Administrative Services
SUBJECT: 82nd Annual Youth Day Application for Parade Permit, Amplified Sound Permit for Concert in the Park, and Request for Annual Donation to the Youth Day Committee

RECOMMENDATION:

Approve the Application for Parade Permit for the 82nd Annual Youth Day Parade to be held on Saturday, April 28th, and the Amplified Sound Permit application for the Concert in the Park that evening.

The Youth Day Committee is also requesting authorization to receive an annual donation of \$2,500 that was originally approved at the April 1, 2008 City Council meeting to help support Youth Day festivities.

BACKGROUND:

Founded in 1933, Winters Youth Day was formed to teach the aspects of city government to a group of high school students. Each year, the high school elects mock city officials to learn about the duties and responsibilities of our local officials. The annual Youth Day Parade and day-long celebration is a tradition that has held strong and proud and has continued every year, despite being cancelled during World War II.

FISCAL IMPACT:

\$2,500 annually

APPLICATION FOR PARADE PERMIT

NOTE: To be submitted _____ days prior to the event.

NOTE: If amplification system is to be used a separate permit is required.

DATE OF APPLICATION: 3/12/18

NAME OF ORGANIZATION: Winters Youth Day

ADDRESS: P.O. Box 652, Winters, CA 95694 TELEPHONE # 530 304-2098

PURPOSE OF PARADE: Annual Youth Day Celebration

TYPE OF CONVEYENCE: Walking, horses, Cars

NUMBER OF PERSONS OR ENTRIES ENROLLED Approx. 75 entries

TYPE OF SAFETY MEASURES PROVIDED: Parade Marshals, Barricades, Cones
No Parking Signs,

CITY SERVICES REQUIRED: Use of barricades, Cones, 2 sets of stairs,

General police patrols; 3 Tables 10 chairs from Community Center for Reviewing Stands

DATE & TIME OF PARADE: Saturday April 28, 2018 9:30AM - Noon

PROVIDE MAP OF PARADE ROUTE.

DATE: 3/12/18 C.C. _____

SIGNATURE OF AUTHORIZED APPLICANT: Michael J. Sebastian

FIRE CHIEF: [Signature] POLICE CHIEF: [Signature]

APPROVED BY CITY COUNCIL: _____

DATE: _____ BY: _____

DENIED BY CITY COUNCIL: _____

DATE: _____ BY: _____

REASON(S) FOR DENIAL: _____

SHIRLEY ROMINGER INTERMEDIATE SCHOOL

WINTERS MIDDLE SCHOOL

WINTERS HIGH SCHOOL

WINTERS CEMETERY

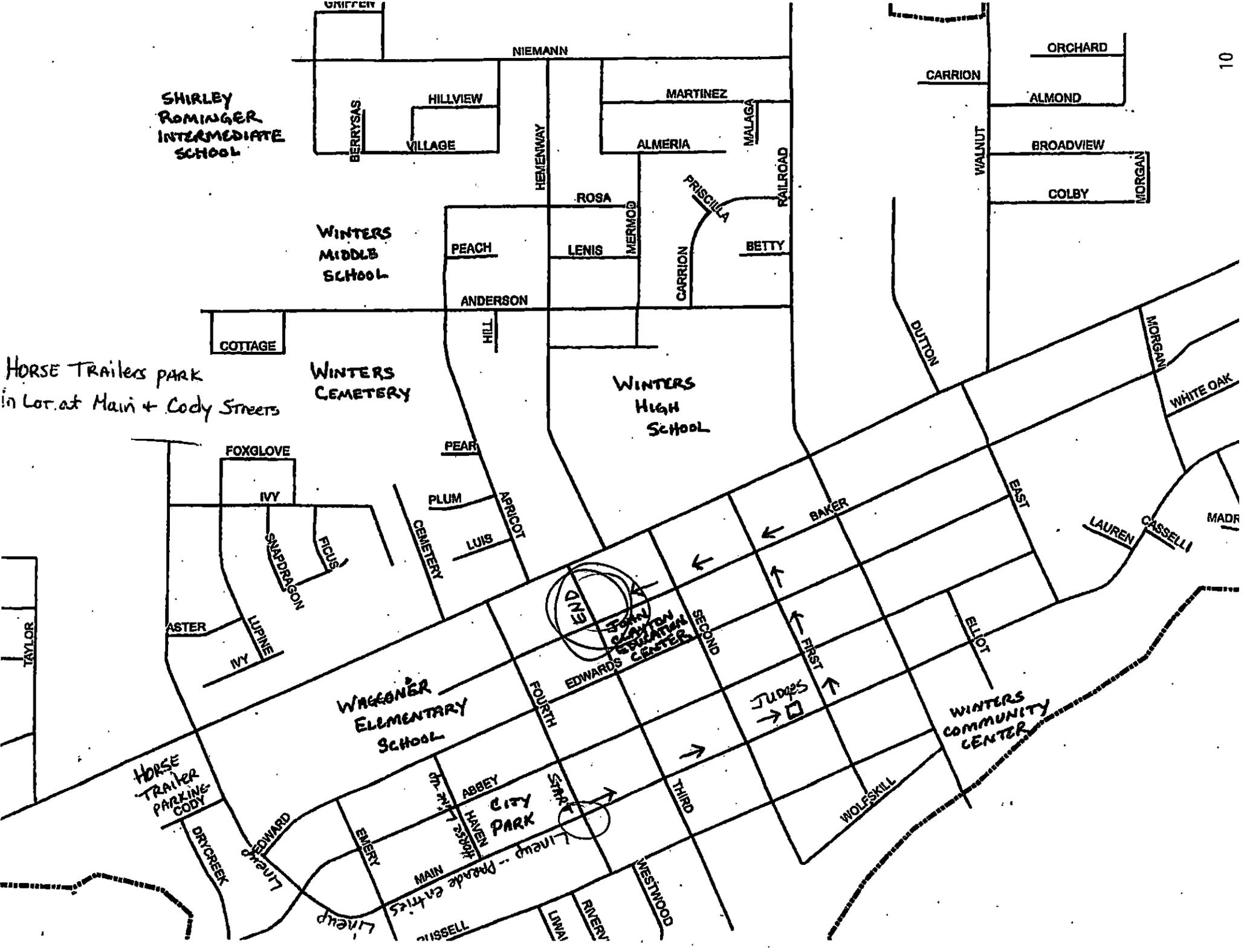
WAGGONER ELEMENTARY SCHOOL

CITY PARK

WINTERS COMMUNITY CENTER

HORSE TRAILERS park in Lot. at Main + Cody Streets

HORSE TRAILER PARKING CODY



DINER
EDWARDS EDUCATION CENTER

JUDGES

Date of Application: 3/26/2018 To City Council: 4/3/18

Name of Person(s)/ Organization: Winters Youth Day Contact: Carol McMasters
Business Address: PO Box 652 Telephone: 530-979-0130
Winters, CA 95694
Telephone: 530-979-0130

Type of Event: Winters Youth Day Festival Evening Concert

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

Date/Time of Event: 4/28/2018 From: 7:00 pm To: 10:00 pm

Location/Address of Event: City Park
4th and Main Streets

Rated Output of Amplifier in Watts: 60 watt to 300 watt 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 McMasters

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:

Address	Owner's Last Name	Object	Approve/Sign	NH*
318 HAVEN STREET	FRANCO	N	<i>[Signature]</i>	
421 MAIN STREET	CAMPBELL	N	<i>[Signature]</i>	*
422 MAIN STREET				3/24*
418 MAIN STREET	BOWDEN	N	<i>[Signature]</i>	F.L.
416 MAIN STREET	CARROLL	N	<i>[Signature]</i>	
412 MAIN STREET Apt.A	WIGMORE	N	<i>[Signature]</i>	
412 MAIN STREET Apt.B				3/24*
410 MAIN STREET	TAYLOR	N	Didn't want to sign. Verbal ok, no objection.	
408 MAIN STREET	KASTNER	N	<i>[Signature]</i>	
406 MAIN STREET				3/24*
208 FOURTH STREET	Winters Parent Nursery			3/24*
310 MAIN STREET	Winters Healthcare			3/24*
311 MAIN STREET				3/24*
316 ABBEY STREET				3/24*
315 ABBEY STREET				3/24*
401 ABBEY STREET	Cody Svizi	N	<i>[Signature]</i>	
403 ABBEY STREET				
405 ABBEY STREET				3/24*
407 ABBEY STREET				3/24*
409 ABBEY STREET	Pacheco	N	<i>[Signature]</i>	
411 ABBEY STREET				*3/24
413 ABBEY STREET	ANDREWS	N	<i>[Signature]</i>	
415 ABBEY STREET				3/24*
419 HAVEN STREET				3/24*
422 ABBEY STREET				3/24*
424 ABBEY STREET				
423 ABBEY STREET	LARES	N	<i>[Signature]</i>	
421 ABBEY STREET	BIALOUS	N	<i>[Signature]</i>	
426 MAIN STREET				

* NH-Attempted to contact but noone was home. LEFT REFUSE FLYER.

Address	Owner's Last Name	Object	Approve/Sign	NH*
428 MAIN STREET	LARSON	N	<i>[Signature]</i>	
427 MAIN STREET				3/24*
423 MAIN STREET	Angelica Vargas ANNE	N	Angelica Vargas	
201 FOURTH STREET	JEFFRIES	N	<i>[Signature]</i>	
200 FOURTH STREET	SCHWARTZ	N	<i>[Signature]</i>	
403 RUSSELL STREET			<i>[Signature]</i>	3/24*
405 RUSSELL STREET Apt. B	MARTINEZ	N	<i>[Signature]</i>	
405 RUSSELL STREET Apt. A				3/24*
407 RUSSELL STREET				3/24*
409 RUSSELL STREET Apt. B				3/24*
409 RUSSELL STREET Apt. A				3/24*
411 RUSSELL STREET				3/24*
413 RUSSELL STREET	AHMED ISAAC	N	<i>[Signature]</i>	
413 1/2 RUSSELL STREET	DEAN JAMES	N	<i>[Signature]</i>	
415 RUSSELL STREET				3/24
417 RUSSELL STREET	HUBERT JUDY	N	<i>[Signature]</i>	
419 RUSSELL STREET	MCKINNEY	N	<i>[Signature]</i>	
421 RUSSELL STREET	LABRECQUE	N	<i>[Signature]</i>	
423 RUSSELL STREET	ESTHER THOMAS	N	<i>[Signature]</i>	
425 RUSSELL STREET	LEON	N	<i>[Signature]</i>	
314 ABBEY STREET				3/24*
312 ABBEY STREET				3/24*
313 ABBEY STREET	FRANCO	N	Broken hand Fine JETS.	3/24*
311 ABBEY STREET				3/24*
309 ABBEY STREET	Didn't want No speak English	N verbally okay Youth Day		
309 MAIN STREET				3/24*
307 MAIN STREET	SCHUBERT	N	<i>[Signature]</i>	3/24*
305 MAIN STREET				3/24*
306 MAIN STREET	HEINES	N	<i>[Signature]</i>	
308 MAIN STREET	GONZALEZ, Christine	N	<i>[Signature]</i>	

* NH-Attempted to contact but noone was home. LEFT FLYER.



**CITY COUNCIL
STAFF REPORT**

DATE: April 3, 2018
TO: Mayor and City Council
FROM: John W. Donlevy, Jr., City Manager 
SUBJECT: Downtown Hotel- Development Impact Fee Payment Agreement

RECOMMENDATION:

That the City Council approve a Development Impact Fee Payment Agreement (Exhibit A) between the City of Winters and Hotel Winters, LLC.

BACKGROUND:

The City of Winters has from time to time worked with residential and commercial developers to structure payment of development impact over a period of time in instances where the impact fees are not immediately required for current projects and the developer has agreed to pay interest on the fees. With these past developments, the City has included in the development agreements optional payment agreements for impact fees.

Discussion:

The attached Development Impact Fee Payment Agreement is an arrangement for the Winters Hotel, LLC to pay the \$511,250.54 in impact fees owed to the City by the project over time after the project is opened. The developer requested this arrangement so that it could pay the fees out of the cash flow from the operating hotel, and benefits the City because it will receive interest at a greater rate than it would if the City were to hold the impact fees itself until such time those fees were needed for capital improvement projects.

The terms of the agreement include as follows:

1. Four year term;
2. Quarterly payments at a 3% interest rate.
3. Recordation of the agreement with the issuance of the Certificate of Occupancy.

The interest rate is approximately 2% higher than current City investment returns through the Local Agency Investment Fund (LAIF).

FISCAL IMPACT: City will earn a 3% return on \$511,250.54 over a 4 year period.

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

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
EXEMPT FROM RECORDING FEES PURSUANT TO GOV. CODE § 6103

DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT

between

THE CITY OF WINTERS
a California municipal corporation

and

HOTEL WINTERS LLC, a California limited liability company

Dated as of March 15, 2018

DEVELOPMENT IMPACT FEE PAYMENT AGREEMENT

This Development Impact Fee Payment Agreement (“**Agreement**”) is entered into on this 15th day of March, 2018, by and between the City of Winters, a California municipal corporation (“**City**”), and Hotel Winters, LLC, a California limited liability company (“**Owner**”). City and Owner are sometimes individually referred to herein as “**Party**” and together as “**Parties**.” This Agreement shall become effective (“**Effective Date**”) on the date following both approval by the Winters City Council and execution of the Agreement by the appropriate authorities or officers of the City and Owner.

RECITALS

A. City imposes certain fees on development projects to offset the cost of providing services, which are commonly referred to as development impact fees, and are due at the time of building permit issuance.

B. The City has identified and designated certain projects throughout the City that are paid for with development impact fees and are referenced in the City’s Major Projects Financing Plan, which is updated from time to time, and is explained in more detail in the Major Projects Financing Plan Nexus Study.

C. Owner owns certain real property in the City of Winters, California, consisting of Yolo County Assessor Parcel’s Numbers 003-204-003, 003-204-004, 003-204-005, 003-204-006 and 003-204-007 (“**Property**”). The Property is legally described in **Exhibit “A”** attached hereto and incorporated herein by reference. The Property is currently planned to be developed as a 73 room hotel, and approximately 18,000 square feet of ground floor commercial/retail space (“**Project**”).

D. Owner has received all approvals for the Project, including site plan and design review, and Owner is obligated to pay to City certain development impact fees (“**DIF**”) in connection with the Project.

E. Owner has requested to pay the required DIF in installments over a four (4) year period, at three percent (3%) interest, which City has determined based on its own independent investigation and review to constitute a market rate interest rate, and is greater than the interest the City would receive if it were to invest the DIF due from the Project in accordance with the City’s investment policy. To secure payment of the outstanding DIF owed to City, as further described in this Agreement, Owner agrees to provide the security as required herein.

G. The purpose of this Agreement is to set forth the terms and conditions upon which the City will allow Owner to pay its DIF obligation in monthly installments over a four year period, subject to accrual of interest as set forth herein.

H. The Parties understand and agree that the obligations created under this Agreement will run with the land and be binding upon all successors and assigns to the Property, or any part thereof.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are true and correct and are incorporated into this Agreement by reference as though fully set forth herein.
2. DIF Fee Obligation. The total DIF (as shown in detail in **Exhibit "B,"** attached hereto and incorporated herein), for the Project is Five Hundred Eleven Thousand Two Hundred Fifty and 54/100 Dollars (\$511,250.54) ("**DIF Obligation**"). The Parties hereby agree that Owner shall pay the DIF Obligation in monthly installments, over a four (4) year period, with interest accruing at an interest rate of three percent (3%) charged on the principal balance of the DIF Obligation.
3. Payment Schedule. Owner shall pay the DIF Obligation in monthly installments in the amounts shown in the amortization schedule, attached hereto and incorporated herein as **Exhibit C, ("Monthly Installments")**. The first Monthly Installment of Eleven Thousand Three Hundred Sixteen and 19/100 Dollars (\$11,316.19) shall be within ninety (90) days from the date of issuance of a Certificate of Occupancy (either temporary or permanent) for the hotel portion of the Project. Subsequent Monthly Installments shall be remitted to City on or before the 10th day of each month thereafter until the DIF Obligation and all accrued interest has been paid in full. The last Monthly Installment shall be increased or decreased, as necessary, to effect payment in full of all outstanding amounts owing to City pursuant to this Agreement. If Owner fails to make any required payment on or before ten (10) days following the date upon which it becomes due, Owner shall pay a late charge equal to ten percent (10%) of the amount of the unpaid payment.
4. No Pre-Payment Penalty. Owner may make an early payment to City without a pre-payment penalty as an alternative to making monthly payments. The payment must be in a lump sum amount equal to the then remaining balance, including any accrued interest up to the date of payment, under this Agreement.
5. Personal Obligation; Due on Sale Provisions. The Parties acknowledge and agree that payment of the DIF Obligation constitutes a personal obligation of Owner and the Guarantors, as defined in Section 6 below, which shall benefit the Property and Owner's ownership and operation of the Property. In the event that Owner sells, conveys or transfers all or any material part of the Property or an interest in it, the DIF Obligation and all accrued interest shall be due and payable immediately, unless this Agreement is assigned to the new owner of the Property as permitted under Section 15 of this Agreement.
6. Initial Security. From and after the Effective Date, this Agreement shall contractually bind Owner to pay the Total DIF Obligation. Owner shall additionally execute that certain Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("**Deed of Trust**") and Promissory Note Secured by Deed of Trust ("**Promissory Note**"), together set forth in **Exhibit D**, attached hereto and incorporated herein by this reference, which shall be recorded in the Official Records of the County of Yolo, California, provided, however, that City agrees

that the Deed of Trust will be recorded following the recordation of a notice of completion for the Project and the expiration of the lien period on the construction loan made to Owner by Yolo Federal Credit Union for the construction of the Project. Additionally, as a condition precedent to the effectiveness of this Agreement, Michael Olivas (the "Guarantor") shall execute and deliver to City a separate guaranty of this Agreement in the form attached hereto as Exhibit E (the "Guarantee") and incorporated into this Agreement by this reference, guaranteeing the full and faithful performance of all obligations of Owner under this Agreement. Upon payment of the last Monthly Installment Payment to City, City shall execute and record in the Official Records of the County of Yolo, California a release of the security instrument and any lien(s) from the Property in a form approved by the City Attorney. At Owner's request, City will deliver a copy of the executed release form to Owner.

7. Additional Security Prior to Certificate of Occupancy. In addition to the security provided for in Section 6 above, prior to and as a condition precedent to the City's obligation to issue a certificate of occupancy (temporary or permanent) for the Project or any portion thereof, Owner shall provide the following additional security: (i) an additional guarantor, who shall be subject to the approval of the City in its sole and absolute discretion, shall execute and deliver to City a separate guaranty of this Agreement in the form attached hereto as Exhibit E, guaranteeing the full and faithful performance of all obligations of Owner under this Agreement; or (ii) the Owner shall provide the City with a performance bond in a form as approved by the City that secures the entirety of Owner's payment obligations under this Agreement. The City shall not issue a certificate of occupancy for the Project or any portion thereof until such additional security is provided in accordance with the terms of this Section 7.

8. City's Remedies For Owner's Default. Failure of Owner to pay the Monthly Installment as required and/or Owner's failure to satisfy, in full, the DIF Obligation by the fourth anniversary of the Effective Date of this Agreement shall be deemed an event of default hereunder, and City shall have the right, in addition to any other right or remedy in this Agreement, and in its sole discretion, to: (a) demand immediate payment in full by Owner or successors in interest of Owner of all outstanding amounts owed; (b) charge a late fee on all late and outstanding payments; (c) treat and collect all outstanding amounts as a lien against the Property; or (d) enforce any combination of the foregoing rights, in addition to any other right City may have in law or in equity.

9. Indemnification. Owner shall defend (with counsel of City's choice), indemnify and hold City, its officials, officers, employees, and agents free and harmless from any and all claims, liabilities, losses, costs, expenses, damages, or injuries to property or persons, including wrongful death, in any manner caused by any acts, omissions, or willful misconduct of Owner, its officials, officers, employees, agents, consultants, and contractors arising out of or in connection with this Agreement ("Claims"), including without limitation, the payment of all consequential damages, attorneys' fees, and other related costs and expenses. The indemnity provided herein shall include coverage of City under any warranty or guarantee implied by law or fact, or otherwise given to Owner. This indemnification provision shall not apply to any Claims arising out of or incident to the sole negligence or willful misconduct of City, its officials, officers, employees, or agents. In addition, this indemnity provision and any warranties or guarantees shall not limit any liability under law of any consultants or contractors of Owner.

Hotel Winters Development Impact Fee Payment Agreement

Without limiting the foregoing, this indemnity shall extend to any claims arising because Owner has failed to properly secure any necessary easements, land rights, contracts or approvals, or to comply with the Prevailing Wage Laws.

10. Notice to Subsequent Owners. The original of this Agreement will be recorded in the Official Records of the County of Yolo, California, and will provide notice to subsequent owners/occupants of the Property that the Property is subject to this Agreement and the conditions and obligations herein. Recordation of this Agreement shall provide constructive notice to all buyers and lessees of the existence of this Agreement and the obligations hereunder to pay the DIF Obligation when and as due.
11. Cumulative Remedies. The rights or remedies of City, as provided in this Agreement, or pursuant to any applicable laws, rules, or regulations, may be pursued singly successively, together, or otherwise against the Property, Owner, or its transferees, successor(s), or assign(s) at the City's sole discretion. City's failure to exercise any such right or remedy shall in no event be construed as a waiver or release of such rights or remedies, or of the right to exercise them at a later time.
12. No Waiver. City or Owner's failure to insist on performance of any of the terms or conditions of this Agreement or to excuse any right, remedy, or privilege of City's or Owner's waiver of any breach hereunder shall not thereafter be deemed a subsequent waiver of any of the terms, conditions, or rights, remedies, or privileges, whether of the same or similar type. No party will be deemed to have waived any rights under this Agreement unless the waiver is made in writing and signed by the waiving party or that party's duly authorized representative. All rights and remedies provided for under this Agreement are cumulative.
13. Cooperation. The Parties agree to cooperate with each other in good faith and in furtherance of the purposes of this Agreement. The Parties hereby agree to take such other reasonable actions and execute such other documents as are consistent with this Agreement and as are reasonably necessary to effectuate this Agreement; provided, however, that the foregoing shall not require City to take any legislative act or exercise its discretion in any particular manner.
14. Entire Agreement. This Agreement contains the final and complete agreement between the Parties with respect to the matters herein discussed and supersedes all previous communications and agreements between them, either oral or written, to the extent such prior communications and agreements are inconsistent with this Agreement.
15. Assignment. This Agreement is not assignable by Owner without the prior written consent of City, and any attempt to make such assignment shall be void and shall constitute an incurable material default under this Agreement. City will consent to the assignment of this Agreement to a purchaser or transferee of the Property who expressly agrees in writing to assume all obligations of this Agreement, including but not limited to the Promissory Note and Deed of Trust, provided, however, that City shall not release the Guarantors from their obligations under the Guarantees unless and until (i) a new guarantor or guarantors who are satisfactory to the City in its sole and absolute discretion have executed a new guarantee of this

Agreement in the form set forth as **Exhibit E** hereto or (ii) the party expressly assuming the payment obligations under this Agreement (or any other related party) provides the City with a payment bond securing the payment obligations under this Agreement. Upon an unpermitted assignment, City shall be entitled, in addition to any other remedy provided in this Agreement, to immediately make demand upon the Promissory Note. Should a permitted assignment occur, the terms, conditions, and obligations created under this Agreement shall run with the Property in perpetuity from the Effective Date and shall be binding upon all successors and assigns to the Property.

16. Attorneys' Fees. If any action or proceeding is commenced between City and Owner to enforce or interpret any term of this Agreement, the prevailing party in such action or proceeding, in addition to all other relief to which it may be entitled, shall be entitled to recover from the other party the prevailing party's cost of suit and reasonable attorneys' fees. The attorneys' fees and costs shall include, without limitation, attorneys' costs and fees incurred on appeal and those incurred in enforcing any judgment rendered in any such action or proceeding. Such attorneys' costs and fees may be recovered as an element of costs in the underlying action or proceeding or in a separate recovery action.

17. Prevailing Wages. Owner is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, it is Owner's sole and exclusive responsibility to determine whether Prevailing Wage Laws apply to the Project. Owner shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. In the event that Prevailing Wage Law are determined to apply to the Project, it shall be mandatory upon the Owner and all subconsultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Section 1776), hours of labor (Labor Code Sections 1813 and 1815), contractor registration (Labor Code Sections 1725.5 and 1771.1), and debarment of contractors and subcontractors (Labor Code Section 1777.1).

18. Notices. All notices shall be in writing and shall be considered given: (i) when delivered in person to the receipt named below; or (ii) three days after deposit in the United States mail, postage prepaid, addressed to the recipient named below. All notices shall be addressed as follows:

If to City:

City Manager
City of Winters
318 First Street

Winters, California 95694

With Copies to:

Best Best & Krieger LLP
500 Capitol Mall, Suite 1700
Sacramento, CA 95814
Attn: Ethan Walsh

If to Owner:

Hotel Winters LLC
1111 Richards Blvd
Davis, CA 95616
Attn: Michael Olivas

Either party may, by notice given at any time, require subsequent notices to be given to another person or entity, whether a party or an officer or representative of a party, or to a different address, or both. Notices given before actual receipt of notice of change shall not be invalidated by the change.

19. Governing Law. This Agreement and its provisions shall in all respects be interpreted, construed, enforced, and governed by and under the laws of the State of California, without regard to conflict of laws principles.

20. Consent to Jurisdiction, Venue. Any action or proceeding brought with regard to this Agreement shall be instituted and maintained in the Superior Court for the County of Yolo, California. Owner hereby forgoes and waives any provision of law providing for a change of venue from such court on the grounds that City is or may be a party to any such action or proceeding.

21. Modification. This Agreement may be modified only by another written instrument duly authorized and executed by both City and Owner.

22. Severability. The provisions of this Agreement are specifically made severable. If any clause, provision, right, and/or remedy provided for herein is unlawful or unenforceable, the remainder of this Agreement shall remain in effect and be enforced as if such clause, provision, right, and/or remedy were not contained herein.

23. Headings. Section headings contained in this Agreement are for convenience only and shall not impact the construction or interpretation of any provision.

24. Rules of Construction. The language in all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and not strictly for or against either City or Owner. This Agreement is the product of mutual negotiation and drafting efforts.

Accordingly, the judicial rule of construction that ambiguities in a document are to be construed against the drafter of that document shall have no application to the interpretation or enforcement of this Agreement.

25. No Third Party Beneficiaries. This Agreement and the performance of the City's and Owner's obligations hereunder are for the sole and exclusive benefit of the City and Owner. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either the City or Owner hereunder as a result of the City's or Owner's performance or nonperformance of their respective obligations under this Agreement.

26. Execution. This Agreement may be executed in one or more counterparts, each of which shall be an original and together shall constitute the entire agreement of the parties.

27. Authorization. Each person executing this Agreement represents and warrants that he or she has the full power and authority to execute this Agreement on behalf of the named parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above

CITY

CITY OF WINTERS,
a California Municipal Corporation

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

OWNER

HOTEL WINTERS, LLC,
A California limited liability company

By:  _____
MICHAEL S. OLIVAS
Its: MANAGING MEMBER

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

Hotel Winters Development Impact Fee Payment Agreement

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Yolo, City of Winters, described as follows:

Parcel 2 as shown on Parcel Map No. 5080 for Winters Hotel, LLC, filed for record January 6, 2017, in Map Book 2017, Pages 3-4, Yolo County Records.

APN: 003-204-003-000, 003-204-004-000, 003-204-005-000, 003-204-006-000, 003-204-007-000

**EXHIBIT "B" TO
DEVELOPMENT IMPACT FEE DEFERRAL AGREEMENT**

Subject Fees for Building Permit No. 12-15-3240

Downtown Winters Hotel		
Impact Fee Calculator		
Zone-CBD		
Total Hotel Square Footage	73,348.00	
Less 10-14 Abbey Street	(10,000.00)	
Less 310 AND 312 Railroad(Wallace)	(3,688.30)	
Less 314 Railroad (Cody's)	(3,675.29)	
Less 318 Railroad (JJs)	(2,000.16)	
Net Square Footage for Impact Fees	53,984.25	
Water	0.50	\$ 26,992.13
Waste Water	0.97	\$ 52,364.72
General Storm Drain	0.01	\$ 639.84
Streets	2.72	\$ 174,037.16
Public Safety	0.50	\$ 31,992.13
Fire Protection	1.02	\$ 65,263.94
General Capital	1.80	\$ 115,171.65
Storm Drain Non-Flood	0.06	\$ 3,839.06
Monitoring Fee	0.64	\$ 40,949.92
Total Impact Fees		\$ 511,250.54
Prepared by Shelly Gunby, Director of Financial Management		
9-Mar-18		

EXHIBIT "C" Amortization Schedule

Loan Amortization Schedule

Downtown Hotel

First Payment 90 days from C of O

Loan Amount	\$ 511,250.54
Annual Interest Rate	3%
Loan period in years	4
number of payments per year	12
Start Date of Loan	1/1/2019 Start date dependent on C of O

Pmt No	Payment Date	Beginning Balance	Scheduled Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/1/2019	\$ 511,250.54	\$ 11,316.19	\$ 7,481.90	\$ 3,834.69	\$ 503,769.04	\$ 3,834.69
2	3/1/2019	\$ 503,769.04	\$ 11,316.19	\$ 10,056.77	\$ 1,259.42	\$ 493,712.27	\$ 5,094.11
3	4/1/2019	\$ 493,712.27	\$ 11,316.19	\$ 10,081.91	\$ 1,234.28	\$ 483,630.36	\$ 6,328.39
4	5/1/2019	\$ 483,630.36	\$ 11,316.19	\$ 10,107.11	\$ 1,209.08	\$ 473,523.25	\$ 7,537.47
5	6/1/2019	\$ 473,523.25	\$ 11,316.19	\$ 10,132.38	\$ 1,183.81	\$ 463,390.87	\$ 8,721.28
6	7/1/2019	\$ 463,390.87	\$ 11,316.19	\$ 10,157.71	\$ 1,158.48	\$ 453,233.15	\$ 9,879.75
7	8/1/2019	\$ 453,233.15	\$ 11,316.19	\$ 10,183.11	\$ 1,133.08	\$ 443,050.05	\$ 11,012.84
8	9/1/2019	\$ 443,050.05	\$ 11,316.19	\$ 10,208.56	\$ 1,107.63	\$ 432,841.48	\$ 12,120.46
9	10/1/2019	\$ 432,841.48	\$ 11,316.19	\$ 10,234.09	\$ 1,082.10	\$ 422,607.40	\$ 13,202.57
10	11/1/2019	\$ 422,607.40	\$ 11,316.19	\$ 10,259.57	\$ 1,056.52	\$ 412,347.72	\$ 14,259.08
11	12/1/2019	\$ 412,347.72	\$ 11,316.19	\$ 10,285.32	\$ 1,030.87	\$ 402,062.40	\$ 15,289.95
12	1/1/2020	\$ 402,062.40	\$ 11,316.19	\$ 10,311.03	\$ 1,005.16	\$ 391,751.37	\$ 16,295.11
13	2/1/2020	\$ 391,751.37	\$ 11,316.19	\$ 10,336.81	\$ 979.38	\$ 381,414.56	\$ 17,274.49
14	3/1/2020	\$ 381,414.56	\$ 11,316.19	\$ 10,362.65	\$ 953.54	\$ 371,051.90	\$ 18,228.02
15	4/1/2020	\$ 371,051.90	\$ 11,316.19	\$ 10,388.56	\$ 927.63	\$ 360,663.34	\$ 19,155.65
16	5/1/2020	\$ 360,663.34	\$ 11,316.19	\$ 10,414.53	\$ 901.66	\$ 350,248.81	\$ 20,057.31
17	6/1/2020	\$ 350,248.81	\$ 11,316.19	\$ 10,440.57	\$ 875.62	\$ 339,808.24	\$ 20,932.93
18	7/1/2020	\$ 339,808.24	\$ 11,316.19	\$ 10,466.67	\$ 849.52	\$ 329,341.58	\$ 21,782.46
19	8/1/2020	\$ 329,341.58	\$ 11,316.19	\$ 10,492.84	\$ 823.35	\$ 318,848.74	\$ 22,605.81
20	9/1/2020	\$ 318,848.74	\$ 11,316.19	\$ 10,519.07	\$ 797.12	\$ 308,329.67	\$ 23,402.93
21	10/1/2020	\$ 308,329.67	\$ 11,316.19	\$ 10,545.37	\$ 770.82	\$ 297,784.31	\$ 24,173.75
22	11/1/2020	\$ 297,784.31	\$ 11,316.19	\$ 10,571.73	\$ 744.46	\$ 287,212.58	\$ 24,918.22
23	12/1/2020	\$ 287,212.58	\$ 11,316.19	\$ 10,598.16	\$ 718.03	\$ 276,614.42	\$ 25,636.25
24	1/1/2021	\$ 276,614.42	\$ 11,316.19	\$ 10,624.65	\$ 691.54	\$ 265,989.76	\$ 26,327.78
25	2/1/2021	\$ 265,989.76	\$ 11,316.19	\$ 10,651.22	\$ 664.97	\$ 255,338.55	\$ 26,992.75
26	3/1/2021	\$ 255,338.55	\$ 11,316.19	\$ 10,677.84	\$ 638.35	\$ 244,660.70	\$ 27,631.10
27	4/1/2021	\$ 244,660.70	\$ 11,316.19	\$ 10,704.54	\$ 611.65	\$ 233,956.17	\$ 28,242.76
28	5/1/2021	\$ 233,956.17	\$ 11,316.19	\$ 10,731.30	\$ 584.89	\$ 223,224.87	\$ 28,827.65
29	6/1/2021	\$ 223,224.87	\$ 11,316.19	\$ 10,758.13	\$ 558.06	\$ 212,466.74	\$ 29,385.71
30	7/1/2021	\$ 212,466.74	\$ 11,316.19	\$ 10,785.02	\$ 531.17	\$ 201,681.72	\$ 29,916.88
31	8/1/2021	\$ 201,681.72	\$ 11,316.19	\$ 10,811.99	\$ 504.20	\$ 190,869.73	\$ 30,421.08
32	9/1/2021	\$ 190,869.73	\$ 11,316.19	\$ 10,839.02	\$ 477.17	\$ 180,030.71	\$ 30,898.25
33	10/1/2021	\$ 180,030.71	\$ 11,316.19	\$ 10,866.11	\$ 450.08	\$ 169,164.60	\$ 31,348.33
34	11/1/2021	\$ 169,164.60	\$ 11,316.19	\$ 10,893.28	\$ 422.91	\$ 158,271.32	\$ 31,771.24
35	12/1/2021	\$ 158,271.32	\$ 11,316.19	\$ 10,920.51	\$ 395.68	\$ 147,350.81	\$ 32,166.92
36	1/1/2022	\$ 147,350.81	\$ 11,316.19	\$ 10,947.81	\$ 368.38	\$ 136,403.00	\$ 32,535.30
37	2/1/2022	\$ 136,403.00	\$ 11,316.19	\$ 10,975.18	\$ 341.01	\$ 125,427.82	\$ 32,876.31
38	3/1/2022	\$ 125,427.82	\$ 11,316.19	\$ 11,002.62	\$ 313.57	\$ 114,425.20	\$ 33,189.88
39	4/1/2022	\$ 114,425.20	\$ 11,316.19	\$ 11,030.13	\$ 286.06	\$ 103,395.07	\$ 33,475.94
40	5/1/2022	\$ 103,395.07	\$ 11,316.19	\$ 11,057.70	\$ 258.49	\$ 92,337.37	\$ 33,734.43
41	6/1/2022	\$ 92,337.37	\$ 11,316.19	\$ 11,085.35	\$ 230.84	\$ 81,252.02	\$ 33,965.27
42	7/1/2022	\$ 81,252.02	\$ 11,316.19	\$ 11,113.06	\$ 203.13	\$ 70,138.96	\$ 34,168.40
43	8/1/2022	\$ 70,138.96	\$ 11,316.19	\$ 11,140.84	\$ 175.35	\$ 58,998.12	\$ 34,343.75
44	9/1/2022	\$ 58,998.12	\$ 11,316.19	\$ 11,168.69	\$ 147.50	\$ 47,829.42	\$ 34,491.24
45	10/1/2022	\$ 47,829.42	\$ 11,316.19	\$ 11,196.62	\$ 119.57	\$ 36,632.81	\$ 34,610.82
46	11/1/2022	\$ 36,632.81	\$ 11,316.19	\$ 11,224.61	\$ 91.58	\$ 25,408.20	\$ 34,702.40
47	12/1/2022	\$ 25,408.20	\$ 11,316.19	\$ 11,252.67	\$ 63.52	\$ 14,155.53	\$ 34,765.92
48	1/1/2023	\$ 14,155.53	\$ 14,190.92	\$ 14,155.53	\$ 35.39	\$ (0.00)	\$ 34,801.31

Exhibit C

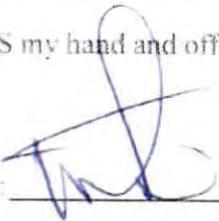
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF YOLO)

On MARCH 15, 2018 before me, W. ELSTON, Notary Public, personally appeared MICHAEL S. CIVAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: 

(seal)



PROMISSORY NOTE
SECURED BY DEED OF TRUST

Winters, California

March 15, 2018

For value received, the undersigned therein "Borrower", whether one or more, promises to pay to the CITY OF WINTERS, a California municipal corporation ("Lender"), at 318 First Street, Winters, California 95694, or at any other place that may be designated in writing by Lender, the principal sum of Five Hundred Eleven Thousand Two Hundred Fifty and 54/100 Dollars (\$511,250.54) with interest from the date hereof on unpaid principal at the per annum rate of three percent (3%). In no event shall this interest rate exceed the rate allowed under the usury law then in effect in the State of California. Any delinquent payment shall bear interest at the same rate. All sums due are payable in lawful money of the United States of America.

The Promissory Note ("Promissory Note") is secured by a Deed of Trust of the same date as this Note, executed by Borrower, as Trustor, in favor of Lender, as Beneficiary ("Deed of Trust"), and encumbering the real property described in the Deed of Trust ("Property"). The holder of this note will be entitled to the benefits of the security provided by the Deed of Trust and will have the right to enforce the covenants and agreements of Borrower contained in the Deed of Trust.

Borrower shall pay to Lender the principal amount of this Promissory Note in monthly payments of principal and interest, as shown in the Amortization Schedule (Exhibit C) of the Development Impact Fee Payment Agreement. The monthly payments shall be made on or before the 10th day of each month following the Effective Date of this Note until the debt is paid in full, at which time the entire outstanding principal balance of this Promissory Note, together with all accrued and unpaid interest, shall be due and payable.

If Borrower fails to make any required payment on or before ten (10) days following the date upon which it becomes due, Borrower shall pay a late charge equal to ten percent (10%) of the amount of the unpaid payment. All payments on this Promissory Note will be applied first to the payment of any costs, fees, late charges, or other charges incurred in connection with the indebtedness evidenced by this Promissory Note, next, to the payment of accrued interest, then to the reduction of the principal balance.

- f:
- (a) Borrower fails to pay when due any sum payable under this Promissory Note; or,
 - (b) Borrower fails to pay any indebtedness secured by, or fails to perform any covenant or agreement under, the Deed of Trust; or,
 - (c) Borrower agrees to or actually sells, conveys, transfers, disposes of, or further encumbers the Property, or any part thereof, of any interest therein, without first obtaining the written consent of the holder of this Promissory Note.

Then Borrower shall pay to Lender all sums owing under this Promissory Note without deduction, offset, or counterclaim of any kind. The relationship of Borrower and Lender under this Promissory Note is solely that of borrower and lender, and the loan evidenced by this Promissory Note and secured by the Deed of Trust will in no manner make Lender the partner or joint venturer of Borrower.

In the event of a dispute arising under this Promissory Note, the prevailing party shall be entitled to reasonable attorneys' fees and costs in accordance with California Civil Code Section 1717. For purposes of this Promissory Note, a dispute shall be construed as arising under the Promissory Note if its subject matter pertains to one or more terms of the Promissory Note, the Deed of Trust, or any other document(s) pertaining to the indebtedness that is evidenced by this Promissory Note. Should either party be entitled to attorneys' fees as the result of a dispute arising under this Promissory Note or the Deed of Trust, that party shall also be entitled to interest at a rate of ten percent (10%) per annum, which shall begin to accrue as of the date of the demand and shall continue until paid.

No previous waiver, failure, or delay by Lender in acting with respect to the terms of this Promissory Note or the Deed of Trust shall constitute a waiver of any breach, default, or failure of condition under this Promissory Note or the Deed of Trust. A waiver of any term of this Promissory Note or the Deed of Trust must be made in writing and will be limited to the express written terms of the waiver. All notices required or permitted in connection with this Promissory Note will be in writing and will be given at the place provided in the Deed of Trust for the giving of notices.

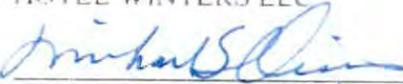
Borrower may make principal prepayments on any installment due date in addition to the regularly scheduled payment mentioned above with no penalty for such prepayment.

If any term or provision of this Promissory Note is determined to be illegal, unenforceable, or invalid in whole or in part for any reason, such illegal, unenforceable, or invalid provision or part thereof shall be stricken from this Promissory Note and such provision shall not affect the legality, enforceability, or validity of the remainder of this Promissory Note. If any provision or part of this Promissory Note is stricken in accordance with the provisions of this paragraph, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as is legally possible.

Hotel Winters Development Impact Fee Payment Agreement

Time is of the essence with respect to every provision of this Promissory Note. This Promissory Note will be construed and enforced in accordance with California law, except to the extent that Federal laws preempt State law, and all persons and entities in any manner obligated under this Note consent to the jurisdiction of any Federal or State Court within California having proper venue and also consent to service of process by any means authorized by California or Federal law.

Date: 3/15/, 2018

HOTEL WINTERS LLC

By: MICHAEL S. OLIVAS
MANAGING MEMBER

Hotel Winters Development Impact Fee Payment Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF YOLO)

On _____, 2018 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

Hotel Winters Development Impact Fee Payment Agreement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF YOLO)

On _____, 2018 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

Exhibit D

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

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

Space above line for Recorder's use only
Exempt from Recording Fees pursuant to Govt. Code § 27383

CITY OF WINTERS

**DEED OF TRUST, ASSIGNMENT OF RENTS, SECURITY AGREEMENT
AND FIXTURE FILING
(Hotel Winters LLC)**

This Deed of Trust, Assignment of Rents, Security Agreement, and Fixture Filing ("Deed of Trust") is dated March 15, 2018, and recorded in the Official Records of Yolo County, executed by Hotel Winters LLC, a California limited liability company, in favor of the City of Winters.

This Deed of Trust is made as of March 15, 2018, among HOTEL WINTERS LLC, a California limited liability company, Placer Title Company ("TRUSTOR"), whose address is 30 West Main Street, Suite A, Woodland, CA 95695; ("TRUSTEE"); and the CITY OF WINTERS ("BENEFICIARY"), whose address is 318 First Street, Winters, CA 95694.

Trustor irrevocably grants, conveys, transfers, and assigns to Trustee in trust, with power of sale and right of entry and possession, all of Trustor's estate, right, title, and interest in, to and under the following property (collectively, the "Property"): (a) the real property in Winters, California, described on Exhibit 1 attached hereto and incorporated herein by this reference, together with all existing and future easements and rights affording access to it (the "Land"); (b) together with all buildings, structures, and improvements now existing or hereafter constructed thereon (the "Improvements"); (c) together with all articles of personal property now or hereafter attached to, placed upon for an indefinite term, or used in connection with the Land and/or Improvements, together with all goods and other property that are, or at any time become, so related to the Property that an interest in them arises under real estate law, or they are otherwise adjudged to be a "fixture" under applicable law (each a "Fixture," collectively "Fixtures"); (d) together with all other property and interests of any kind or character that may be reasonably necessary or desirable to promote the present and future beneficial use and enjoyment of such real property and improvements.

1. Secured Obligations. Trustor makes the grant, conveyance, transfer, and assignment herein for the purpose of securing the following obligation (the "Secured Obligation"): payment of the sum of Five Hundred Eleven Thousand Two Hundred Fifty and

WLLD

54/100 Dollars (\$511,250.54) with interest thereon according to the terms of a promissory note (the "Note") of even date herewith, executed by Trustor in favor of Beneficiary, or order and any extension or renewals thereof.

2. **Maintenance and Repair.** Trustor shall (a) keep the Property in good condition and repair and not remove or demolish any building; (b) complete or restore promptly and in good and workmanlike manner any building that may be constructed, damaged, or destroyed; (c) pay when due all claims for labor performed and materials furnished; (d) comply with all laws affecting the Property or requiring any alterations or improvements to be made; (e) not commit or permit waste; and (f) cultivate, irrigate, fertilize, fumigate, prune, and do all other acts which from the character or use of the Property may be reasonably necessary.

3. **Insurance.** Trustor shall maintain hazard insurance against loss by fire, hazards included with the term "extended coverage," and any other hazards for which Beneficiary requires insurance, and liability insurance. The insurance carrier and the insurance policies and amounts of coverage shall be acceptable to Beneficiary, the policies shall name Beneficiary as a loss payee or an additional insured, as applicable, and the policies shall include Beneficiary as an additional insured, as applicable.

4. **Defense of Security.** Trustor shall appear in and defend any action or proceeding purporting to affect the security or the rights or powers of Beneficiary or Trustee. Trustor shall pay all costs and expenses, including costs of evidence of title and attorneys' fees, in any such action or proceeding in which Trustee or Beneficiary may appear, and in any suit brought by Beneficiary to foreclose this Deed of Trust.

5. **Payment of Taxes and Liens.** Trustor shall pay (a) at least 10 days before delinquency, all non-abated taxes and assessments affecting the Property; (b) when due, all encumbrances, charges, and liens, with interest, on the Property, that are or appear to be prior or superior to this Deed of Trust; and (c) upon demand all reasonable and documented costs, fees, and expenses of this Deed of Trust. If Trustor fails to make any payment or to do any act provided for in this Deed of Trust after written notice of such failure by Beneficiary and a reasonable opportunity to cure, then Beneficiary or Trustee may, without obligation to do so, and with or without notice to or demand upon Trustor, and without releasing Trustor from any obligation under this Deed of Trust: (a) make or do the same in such manner and to such extent as either may deem necessary to protect the security, Beneficiary or Trustee being authorized to enter upon the Property for such purposes; (b) appear in or commence any action or proceeding purporting to affect the security, or the rights or powers of Beneficiary or Trustee; (c) pay, purchase, contest, or settle any encumbrance, charge, or lien, which in the judgment of either appears to be senior to this Deed of Trust; and (d) in exercising any such powers, pay allowable expenses, including attorneys' fees.

6. **Reimbursement of Costs.** Trustor shall pay upon demand all reasonable and documented sums expended by Beneficiary or Trustee provided for in this Deed of Trust or allowed by law, with interest from date of expenditure at the maximum rate provided in the Fee Deferral Agreement and Note.

7. **No Waiver.** By accepting payment of any sum after its due date, Beneficiary

does not waive its right either to require prompt payment when due of all other sums or declare a default for failure to pay.

8. **Reconveyance.** That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed of Trust and said note or notes to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals of such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The grantee in such reconveyance may be described as "**the person or persons legally entitled thereto.**"

9. **Assignment of Rents.** Subject to the rights of senior lenders, Trustor hereby absolutely and unconditionally assigns to Beneficiary all of the rents, issues, profits, royalties, revenues, income, and other benefits (collectively, the "**Rents**") derived from the Property, whether now due, past due or to become due, and hereby gives to and confers upon Beneficiary, either directly or through a receiver, the right, power, and authority, but not the obligation, to collect the Rents, and to sue, either in the name of Trustor or Beneficiary, for all such Rents and to apply the same to the indebtedness secured hereby in such order as Beneficiary may determine in its sole discretion. This assignment of Rents is intended to create and shall be construed to create an absolute assignment to Beneficiary of all of Trustor's right, title, and interest in the Rents. So long as no default exists by Trustor in the payment of any indebtedness secured hereby, or in any other covenant contained herein, or in said note or notes or in any other document evidencing or securing such indebtedness, Trustor shall have the right to collect all Rents from the Property and to retain, use, and enjoy the same. Upon the occurrence of such a default beyond any applicable notice and cure periods, without the necessity of demand or other notice to Trustor or any other act to enforce Beneficiary's interest pursuant to this assignment, Trustor shall have no interest whatsoever in the Rents that are received by Trustor after a default, and all such Rents shall be received and held by Trustor in constructive trust for Beneficiary and delivered promptly to Beneficiary, or to a court-appointed receiver for the Property, without the necessity for further notice to, or demand upon, Trustor. Upon the occurrence of such a default, beyond any applicable notice and cure periods, and at any time thereafter during the continuance thereof, Beneficiary may, at its option, send any tenant of the Property a notice to the effect that: (a) a default has occurred; (b) Beneficiary has elected to exercise its rights under this assignment; and (c) such tenant is thereby directed to thereafter make all payments of Rents to or for the benefit of Beneficiary or as Beneficiary shall direct. Any such tenant shall be entitled to rely upon any notice from Beneficiary and shall be protected with respect to any payment of Rents made pursuant to such notice, irrespective of whether a dispute exists between Trustor and Beneficiary with respect to the existence of a default or the rights of Beneficiary hereunder. Any such tenant shall not be required to investigate or determine the validity or accuracy of such notice or the validity or enforceability of this assignment. Trustor hereby agrees to indemnify, defend, and hold any such tenant harmless from and against any and all losses, claims, damages or liabilities arising from or related to any payment of Rents by such tenant made in reliance on and pursuant to such notice.

10. **Default and Foreclosure.** Upon default by Trustor in payment or performance of any Secured Obligation, subject to any applicable notice and cure period, Beneficiary may declare all sums secured immediately due and payable by delivery to Trustee of a declaration of

default and demand for sale and of a notice of default and of a notice of sale, which notice Trustee shall cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed of Trust, said note or notes, and all documents evidencing expenditures secured by this Deed of Trust. Upon default of any obligation secured by this Deed of Trust and acceleration of all sums due, Beneficiary may instruct Trustee to proceed with a sale of the Property under the power of sale granted in this Deed of Trust, noticed and held in accordance with California Civil Code Sections 2924, et seq., as such statutes may be amended from time to time. Trustor waives all rights it may have to require marshaling of assets or to require sales of assets in any particular order, including any rights under California Civil Code Sections 2899 and 3455.

11. Substitution of Trustee. Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where the Property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers, and duties. Said instrument must contain the name of the original Trustor, Trustee, and Beneficiary hereunder, the book and page where this Deed of Trust is recorded, and the name and address of the new Trustee.

12. Successors and Assigns. This Deed of Trust applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term "**Beneficiary**" shall mean the owner and holder, including pledgees, of the secured note or notes, whether or not named as Beneficiary herein.

13. Trustee Acceptance. Trustee accepts this trust when this Deed of Trust, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other deed of trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

14. Further Assurances. Trustor shall, at its own cost and expense, do, execute, acknowledge, and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers, and assurances as Trustee or Beneficiary shall from time to time reasonably require, for better assuring, conveying, assigning, transferring, and confirming unto Trustee the Property and rights hereby conveyed or assigned or intended now or hereafter so to be, or which Trustor may be or may hereafter become bound to convey or assign to Trustee, or for carrying out the intention or facilitating the performance of the terms of this Deed of Trust, or for filing, registering, or recording this Deed of Trust. Trustor shall, on demand, execute and deliver, and hereby authorizes Trustee and Beneficiary, or either of them, to execute in the name of Trustor, to the extent it may lawfully do so, one or more financing statements, chattel mortgages, or comparable security instruments, to evidence more effectively the lien hereof. Immediately upon the execution and delivery of this Deed of Trust, and thereafter from time to time, Trustor shall cause this Deed of Trust, and any security instruments creating a lien or evidencing the lien hereof upon any personal property and each instrument of further assurance, to be filed, registered, or recorded in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien hereof upon, and the title of Trustee to, the Property encumbered hereby.

15. Condemnation and Insurance Proceeds. Immediately upon obtaining knowledge of the institution of any proceedings for the condemnation or other taking of all or any portion of the Property, or knowledge of any casualty damage to the Property, or damage in any other manner, Trustor shall immediately notify Beneficiary thereof. Trustor hereby authorizes and empowers Beneficiary as attorney-in-fact for Trustor to make proof of loss, to adjust and compromise any claim under the insurance policies covering the Property, to appear in and prosecute any action arising from such insurance policies, to collect and receive insurance proceeds, and to deduct therefrom Beneficiary's expenses incurred in the collection of such proceeds; provided, however, that nothing contained in this Section shall require Beneficiary to incur any expense or take any action hereunder. Trustor hereby authorizes and empowers Beneficiary, at Beneficiary's option, as attorney-in-fact for Trustor, to commence, appear in, and prosecute, in Beneficiary's or Trustor's name, any action or proceeding relating to any condemnation or other taking of all or any part of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award payment or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or any part thereof, or for conveyances in lieu of the Property, or any part thereof, shall be paid to Beneficiary. The foregoing powers of attorney are coupled with an interest and are irrevocable. Trustor hereby authorizes Beneficiary to apply such awards, payments, proceeds or damages relating to condemnation of the Property and insurance covering the Property, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, subject to the requirements of applicable law and the provisions hereof, to restoration or repair of the Property or to payment of the sums secured by this Deed of Trust. Beneficiary shall be under no obligation to question the amount of any compensation, awards, proceeds, damages, claims, rights of action, and payments relating to condemnation or other taking of the Property or insured casualty affecting the Property, and may accept the same in the amount in which the same shall be paid. Trustor shall execute such further evidence of assignment of any awards, proceeds, damages or claims arising in connection with such condemnation or taking or such insurance as Beneficiary may require. *Notwithstanding the above, the Beneficiary shall release all insurance and condemnation proceeds to Trustor to be used to reconstruct the improvements on the Property provided that Beneficiary reasonably determines that such restoration, repair or rebuilding is economically feasible. If such insurance proceeds shall be insufficient for such purposes, Trustor shall make up the deficiency. If the Project is subject to a partial condemnation or taking, then the proceeds received therefrom shall be applied to restore the Project taken, provided the Beneficiary determines that such restoration is economically feasible and no default exists under the Loan Documents following the expiration of all applicable cure periods. If the Project is subject to a total condemnation, or if Beneficiary determines that restoration of the Project is not feasible following a partial condemnation, or if a default exists then the proceeds from any condemnation award or claim for damages shall be used first to repay all sums under the Amended and Restated Note, then the Additional Funds Note, with the excess, if any, paid to Trustor, subject to the rights of the senior lender.*

16. Severability. If any one or more of the provisions contained in this Deed of Trust shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Deed of Trust, but this Deed of Trust shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein or therein, but only to the extent of such invalidity.

mw

17. **Estoppel Certificate.** Trustor shall, within thirty (30) days of a written request from Beneficiary, furnish Beneficiary with a written statement, duly acknowledged, setting forth the sums secured by this Deed of Trust and any right of set-off, counterclaim or other defense which exists against such sums and the obligations of this Deed of Trust.

18. **California Uniform Commercial Code Security Agreement; Fixture Filing.** Trustor hereby grants Beneficiary a security interest in all personal property of Trustor located on the Property and wherever located and used in any way in connection with or in any way relating to the Property, and whether now owned or hereafter in existence, acquired or created (including equipment, inventory, goods, documents, instruments, general intangibles, chattel paper, accounts, accounts receivable, deposit accounts, and contract rights), and all fixtures of Trustor now owned or hereafter in existence, acquired or created on, of or relating to the Property, and all substitutions, replacements, additions, accessions, and proceeds (including insurance proceeds) of all of the foregoing (collectively, the "**Personal Property**"). Beneficiary may file this Deed of Trust, or a reproduction hereof, in the real estate records or other appropriate index, as a financing statement for the Personal Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. In addition, Trustor shall execute and deliver to Beneficiary, upon Beneficiary's request, any financing statements, as well as extensions, renewals, and amendments thereof, and reproductions of this Deed of Trust in such form as Beneficiary may require to perfect a security interest with respect to the Personal Property. Trustor shall pay all costs of filing such financing statements and any extensions, renewals, amendments, and releases thereof, and shall pay all reasonable costs and expenses of any record searches for financing statements Beneficiary may reasonably require. Upon Trustor's breach of any covenant or agreement of Trustor contained in this Deed of Trust, including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the California Uniform Commercial Code and, at Beneficiary's option, may also invoke any remedies provided in this Deed of Trust as to the Personal Property. In exercising any of such remedies, Beneficiary may proceed against the Property and any of the Personal Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the California Uniform Commercial Code or the remedies provided in the Deed of Trust. This Deed of Trust also covers goods which are or which are to become fixtures on the Property and constitutes and is filed as a fixture filing under the California Uniform Commercial Code.

19. **Due-On-Sale or Encumbrance.** If all or any part of the Property, or any interest therein, or any beneficial interest in Trustor (if Trustor is not a natural person or persons but is a corporation, partnership, trust, limited liability company or other legal entity), is sold, transferred, mortgaged, assigned, pledged, or further encumbered, whether directly or indirectly, whether voluntarily or involuntarily, or by operational law, Beneficiary will require that the purchasers or transferees of any interest to execute a written assumption of the obligations to make any payments secured by this Deed of Trust. To the extent such written assumption is not executed prior to the purchase or transfer Beneficiary may, at Beneficiary's option, declare all of the sums secured by this Deed of Trust to be immediately due and payable, and Beneficiary may invoke any remedies permitted by this Deed of Trust.

mo

Hotel Winters Development Impact Fee Payment Agreement

The undersigned Trustor requests that a copy of any Notice of Default and of any Notice of Sale hereunder be mailed to Trustor at Trustor's address hereinbefore set forth at its address set forth in the Development Impact Fee Payment Agreement entered into by and between Trustor and Beneficiary referenced in Section 1, above.

TRUSTOR:

HOTEL WINTERS LLC,
a California limited liability company

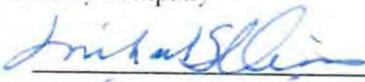
By: 
Name: MICHAEL S. OLIVAS
Title: MANAGING MEMBER

EXHIBIT 1

LEGAL DESCRIPTION OF PROPERTY

The land described herein is situated in the State of California, County of Yolo, City of Winters, described as follows:

Parcel 2 as shown on Parcel Map No. 5080 for Winters Hotel, LLC, filed for record January 6, 2017, in Map Book 2017, Pages 3-4, Yolo County Records.

APN: 003-204-003-000, 003-204-004-000, 003-204-005-000, 003-204-006-000, 003-204-007-000

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA
COUNTY OF YOLO

On MARCH 15, 2018 before me, W ELSTON, Notary Public, personally appeared MICHAEL S OLIVAS, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

(seal)

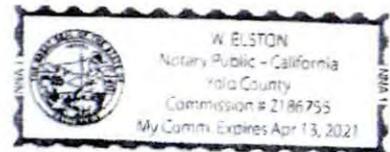


EXHIBIT E

FORM OF GUARANTY

This Guarantee of Development Impact Fee Payment Agreement ("Guarantee") is given as of March 15, 2018, by Michael Olivas ("Guarantor"), to City of Winters, a California municipal corporation ("City"), with reference to the following facts:

A. City and Hotel Winters LLC, a California limited liability company ("Owner"), have executed or will execute that certain Development Impact Fee Payment Agreement (the "Agreement") pursuant to which City agreed to accept payments of certain Development Impact Fees owed by Owner in connection with the development of certain property in the City of Winter, California in installments, rather than as a single lump sum.

B. As an inducement to City to enter into the Agreement and accept payment over time, Guarantor has agreed to guarantee Owner's obligations under the Agreement. Guarantor is desirous that City enter into the Agreement with Owner.

NOW, THEREFORE, in consideration of the execution of the Agreement by City, Guarantor hereby unconditionally and irrevocably guarantees the full performance of each and all of the terms, covenants and conditions of the Agreement to be kept and performed by Owner as hereinafter provided.

1. Obligations Guaranteed. Guarantor hereby absolutely, irrevocably and unconditionally guarantees (a) the due and punctual payment to City of all payments, charges, sums or any other monies due City by Owner, and (b) the full and faithful performance of all of the terms, covenants, conditions and agreements contained in the Agreement and any amendments or extensions thereto to be performed by Owner. If Owner fails to timely pay any amount due City, Guarantor shall pay, within 10 days after City's demand, the amount due City by cashier's check or wire transfer.

2. Representations and Warranties. Guarantor hereby represents and warrants that (a) Guarantor has investigated fully whether any benefit will inure to Guarantor by reason of the execution of this Guarantee, and has determined that a direct or indirect benefit will inure to Guarantor by reason of the execution of this Guarantee; (b) Guarantor is not aware of any facts or circumstances that would contradict that this Guarantee is a legal, valid and binding agreement of Guarantor which is enforceable in accordance with its terms; (c) Guarantor has full right, power and authority to execute and deliver this Guarantee, and to perform the undertakings contained herein and the transactions contemplated hereby; and (d) in the case of a Guarantor which is not an individual, all corporate or other action necessary to authorize the execution and delivery of this Guarantee, and the performance of the undertakings contained herein, have been taken.

3. Authority of City. Guarantor hereby agrees that, without notice to Guarantor, City may alter, modify, extend or otherwise change any term of the Agreement, and Guarantor's obligations hereunder shall automatically apply to the Agreement as altered, modified, extended or changed. No exercise or nonexercise by City of any right given City by this Guarantee and no

WED

dealing by City with Guarantor or any other guarantor or any other person shall in any way affect any of the obligations of Guarantor hereunder or give Guarantor any recourse against City. Notwithstanding the foregoing, in the event that Owner assigns its rights under the Agreement to a third party which is not an affiliate of Guarantor, then Guarantor shall not be obligated with respect to any increased obligation of such assignee resulting from any alteration, modification, extension or other change of the Agreement that is made without notice to Guarantor.

4. Waivers by Guarantor. Guarantor hereby expressly waives and relinquishes all rights and remedies accorded by applicable law to guarantors and agrees not to assert or take advantage of any such rights or remedies, including, but not limited to: (a) any right to require City, as a condition precedent or concurrent to enforcement of this Guarantee, to proceed against Owner or any other person or to proceed against or exhaust any security held by City at any time or to pursue any other right or remedy in City's power before proceeding against Guarantor; (b) any defense that may arise by reason of the incapacity, lack of authority, death or disability of any other person or persons or the failure of City to file or enforce a claim against the estate (in administration, bankruptcy or any other proceeding) of any other person or persons; (c) notice of the acceptance of this Guarantee by any person; (d) demand, notice of default or nonpayment and all other notices of any kind to which Guarantor might otherwise be entitled in connection with this Guarantee or the Agreement; (e) any defense based upon an election of remedies by City; (f) any defense of whatsoever nature on the part of Owner which otherwise may have been asserted by Guarantor as a defense hereunder; and (g) any defense arising because of City's election, in any proceeding instituted under the federal Bankruptcy Code, of the application of Section 1111(b)(2) of the federal Bankruptcy Code of 1978, as amended; it being agreed by the Guarantor that this Guarantee is an absolute guarantee of payment and performance and not of collection, that the failure of City to exercise any rights or remedies City has or may have against the Owner shall in no way impair the obligation of the Guarantor and that the liability of the Guarantor hereunder is and shall be direct and unconditional. Without limiting the generality of the foregoing or any other provision hereof, Guarantor hereby expressly waives any and all benefits which might otherwise be available to Guarantor under California Civil Code Sections 2809, 2810, 2819, 2825, 2845, 2846, 2849, 2850, or any amendments thereto.

5. No Discharge of Guarantor. The Guarantor agrees that: (a) this Guarantee shall not be discharged or affected by the death or incompetency of the Guarantor; (b) Guarantor shall indemnify, defend, protect and hold City harmless from any loss, cost or expense arising from or attributable to the failure of performance of any obligation, condition or event that is hereby guaranteed; and (c) the liability of Guarantor under this Guarantee shall be reinstated and revived, and the rights of City shall continue, with respect to any amount at any time paid on account of the Agreement, which shall thereafter be required to be restored or returned by City upon the bankruptcy, insolvency or reorganization of Owner, Guarantor or any other guarantor, or otherwise, all as though such amount had not been paid.

6. Independent Investigation by Guarantor. The Guarantor has made an independent investigation of the financial condition of Owner and the ability of Owner to perform the obligations hereby guaranteed prior to making this Guarantee. Guarantor hereby waives any defense that the Guarantor may have by reason of the failure of City to provide the Guarantor with any information respecting the financial condition of Owner, or Owner's ability to perform any of the obligations hereby guaranteed, and any duty on the part of City to disclose to

Hotel Winters Development Impact Fee Payment Agreement

Guarantor any facts that City may now or hereafter know about Owner, regardless of whether City has reason to believe that any such facts materially increase the risk beyond that which Guarantor intends to assume or has reason to believe that such facts are unknown to Guarantor or has a reasonable opportunity to communicate such facts to Guarantor. Guarantor understands and agrees that Guarantor is fully responsible for being and keeping informed of the financial condition of Owner and of all circumstances bearing on the risk of nonperformance of any obligations hereby guaranteed.

7. Counterparts. This Guarantee may be signed in multiple counterparts, with the same effect as if all signatories had executed the same counterpart.

8. Waiver of Subrogation. Until all obligations guaranteed hereby and all obligations of Guarantor hereunder have been fully performed, Guarantor shall have no right of subrogation or right of reimbursement from Owner or any guarantor and waives any right to enforce any remedy which City now has or may hereafter have against Owner and any benefit of, and any right to participate in, any security now or hereafter held by City.

9. Actions. The obligations of Guarantor hereunder are independent of the obligations of Owner and, in the event of any default hereunder, a separate action or actions may be brought and prosecuted against Guarantor, whether not Owner is joined therein or a separate action or actions are brought against Owner. City may maintain successive actions for other defaults. This Guarantee may be enforced by an action against Guarantor, without the necessity of joining in such action any other guarantor of the obligations of Owner guaranteed hereby. City's rights hereunder shall not be exhausted by exercise of any of the rights or remedies of City or by any such action or by any number of successive actions until and unless all indebtedness and all obligations, the performance and payment of which are hereby guaranteed, have been paid and fully performed.

10. Payments; Attorneys' Fees. All payments, advances, charges, costs and expenses, including reasonable attorneys' fees, made or incurred by City in the enforcement of this Guaranty or due from Guarantor in the collection or performance of the Agreement obligations guaranteed hereby, or any portion thereof, shall be paid by Guarantor within 10 days after demand by City, together with interest thereon accruing from and after the lapse of such 10 days at the rate of 10% per annum. Payment shall be made by cashier's check or wire transfer. Attorneys' fees shall include, but not be limited to, all costs, attorneys' fees and expenses incurred by City in connection with any insolvency, bankruptcy, reorganization, arrangement or other similar proceedings involving Guarantor which affect the exercise by City of the rights and remedies of City hereunder. If Guarantor is the prevailing party in any litigation or action to enforce this Guarantee, City shall reimburse Guarantor for all costs, attorneys' fees and expenses incurred by Guarantor in connection with such proceeding.

11. Severability. If any provision or portion thereof of this Guarantee is declared or found by a court of competent jurisdiction to be unenforceable or null and void, such provision or portion thereof shall be deemed stricken and severed from this Guarantee, and the remaining provisions and portions thereof shall continue in full force and effect.

mtb

Hotel Winters Development Impact Fee Payment Agreement

12. Binding Effect. This Guarantee shall inure to the benefit of City, its successors and assigns, and shall bind the heirs, executors, administrators, personal representatives, successors and assigns of Guarantor.

13. Amendments. This Guarantee can only be amended in writing. Guarantor cannot be released from Guarantor's obligations hereunder, except by a writing duly executed by City. Notwithstanding the return of this Guarantee to Guarantor by City, or the execution of a release hereof by City, this Guarantee and all obligations of Guarantor hereunder shall remain in effect for all periods of time thereafter during which any payments made by the Owner with respect to the Agreement may be claimed to be avoidable preference under applicable provisions of the federal Bankruptcy Code of 1978, as amended.

14. Miscellaneous. When the context and construction so require, all words used in the singular herein shall be deemed to have been used in the plural, and the masculine shall include the feminine and neuter, and vice versa. The word "person," as used herein, shall include any individual, company, firm, association, partnership, corporation, trust or other legal entity of any kind whatsoever. Each reference to "Guarantor" herein shall mean the undersigned, and each of them, and any combination of them.

15. Governing Law. This Guarantee shall be governed by and construed in accordance with the laws of the State of California.

16. Integration. Except as provided in any other written agreement now or at any time hereafter in force between City and Guarantor, this Guarantee shall constitute the entire agreement of Guarantor with City with respect to the subject matter hereof. All representations, understandings, promises and conditions concerning the subject matter hereof are expressed herein.

17. Authority. If Guarantor is a corporation, limited liability company or other entity, each person executing this Guarantee on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Guarantee on behalf of such entity, and that such person's execution of this Guarantee binds Guarantor to its terms and conditions.

18. Notices. All notices and demands required to be sent to the City or Guarantor under the terms of this Guarantee shall be in writing and may be served (a) by personal delivery, (b) by certified mail, postage prepaid, (c) by overnight courier (i.e., Federal Express), to the address(es) specified in this section or below Guarantor's signature, or to such other addresses as a party may from time to time designate by notice pursuant to this paragraph. Notices shall be deemed received upon the earlier of (i) if personally delivered, the date of delivery to the address of the person to receive such notice, (ii) if mailed, two days following the date of posting by the U.S. Postal Service, or (iii) if by overnight courier, on the business day following the deposit of such notice with such courier.

City Notice Address:

City of Winters
318 First Street
Winters, CA 95694
Attn: City Manager

19. Release of Guarantee. The City and Guarantor incorporate by reference Section 15 of the Agreement pertaining to the release and termination of Guarantor's obligations under this Guarantee.

20. Joint and Several Obligations. The obligations of each of the persons signing this Guarantee shall be joint and several. If this Guarantee is unenforceable against any of the Guarantors, such unenforceability shall not affect the obligations of the remaining persons comprising Guarantor or the enforceability of this Guarantee against such remaining Guarantors.

IN WITNESS WHEREOF, the undersigned guarantor, intending to be bound, has executed this Guarantee as of the date first above written.

GUARANTOR:


MICHAEL S. OLIVA

Guarantor Notice Address

1046 OLIVER DE SUITE 3
DAVIS, CA 95616



**A PROCLAMATION OF THE CITY COUNCIL
OF THE CITY OF WINTERS HONORING DONALD R. ROMINGER FOR
HIS SERVICE TO THE WINTERS FIRE PROTECTION DISTRICT**

WHEREAS, effective July 22, 1968, Donald A. Rominger was appointed as a member of the Fire Commissioners of the Winters Fire Protection District by the Yolo County Board of Supervisors; and,

WHEREAS, Donald A. Rominger has served the Community of Winters and the unincorporated areas of the Winters Fire Protection District, approximately 85 square miles, providing the administrative body and oversight for the Winters Fire Protection District and

WHEREAS, Donald A. Rominger has also served a number of years as Chairman of the Fire Commissioners for the Winters Fire Protection District, and,

WHEREAS, Donald A. Rominger has faithfully discharged the duty of Fire Commissioner of the Winters Fire Protection District for nearly fifty years, which is a testament of his dedication and commitment to improving Fire and Life Safety Services within the Winters Community and the Winters Fire Protection District as needed; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Winters does hereby recognize and thank Donald A. Rominger for his 50 years of service to the residents of Winters as Fire Commissioner of the Winters Fire Protection District.

PASSED AND ADOPTED, this _____ Day of _____, 20____.

Mayor Wade Cowan

Mayor Pro Tem Bill Biasi

Councilmember Harold Anderson

Councilmember Jesse Loren

Councilmember Pierre Neu

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF WINTERS
PROCLAIMING NATIONAL LIBRARY WEEK,
APRIL 8-14, 2018

WHEREAS, Yolo County Library embraces the City of Winters' mission to enhance the quality of life in Winters, by fostering partnerships with Winters Joint Unified School District, R.I.S.E. and Winters Friends of the Library;

WHEREAS, Yolo County Library offers programs for all ages including Success - Children Homework Help, Hora de Cuentos bilingual story time, Walk N' Talk Teen Book Club, and Needle Arts; by responding to residents' interests through programs focused on technology, literacy, health, and wellness; by providing free meeting spaces for local nonprofit organizations; and by making the Winters Community Library a ballot drop-off site and voting location for residents;

WHEREAS, for more than 100 years Yolo County Library has provided access for all to ideas that inform, entertain and inspire;

WHEREAS, the Yolo County Library Advisory Board adopted an "Everyone is Welcome at the Library" resolution recognizing, valuing, and affirming that our rich diversity contributes to the excellence of Yolo County and enhances the quality of community life;

WHEREAS, Yolo County Library has done progressive work to support diverse communities in the City of Winters and throughout Yolo County, including people of color, immigrants and people with disabilities, providing equitable access to information, services and resources that open minds and promote inclusion and diversity;

WHEREAS, at the Winters Community Library, staff offer basic literacy programs, computers, free Wi-Fi and other resources to help children and adults learn to find, evaluate and use information to make educated decisions related to their jobs, health, education and other needs;

WHEREAS, the Winters Community Library staff offer story times in English and Spanish as well as summer reading programs to encourage children to begin and continue reading to enhance their personal and professional lives;

WHEREAS, in 2017, residents engaged with Yolo County Library over two million times by visiting local libraries and its web site; attending free programs; and borrowing books, DVDs, audiobooks, e-books, early learning kits, and items written in several languages;

NOW, THEREFORE, BE IT RESOLVED the City of Winters City Council proclaims National Library Week, April 8-14, 2018 and encourages all residents to visit the Winters Community Library to explore what's new and to engage with friendly and knowledgeable library staff.

PASSED AND ADOPTED this 3rd day of April 2018 by the following vote:

Mayor Wade Cowan

Mayor Pro Tem Bill Biasi

Councilmember Harold Anderson

Councilmember Jesse Loren

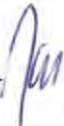
Councilmember Pierre Neu

City Manager John W. Donlevy, Jr.

ATTEST: City Clerk Nanci G. Mills



**CITY COUNCIL
STAFF REPORT**

TO: Honorable Mayor and Councilmembers
DATE: April 3, 2018
THROUGH: John W. Donlevy, Jr., City Manager 
FROM: Dagoberto Fierros, Management Analyst
SUBJECT: SB 1 Road Rehabilitation/Maintenance Update: FY 2018/19 Project List and Project Resolution 2018-08.

RECOMMENDATION: That the City Council:

1. Receive SB 1 Road Rehabilitation/Maintenance Update: FY 2018/19 Project List Presentation.
2. Adopt FY 2018/19 Project List Resolution No. 2018-08.
3. Approve road rehabilitation projects list, design concept, locations and budget.
4. Authorize bids for construction and City Manager to execute agreements with contractors.

BACKGROUND: On April 28, 2017, Senate Bill (SB) 1 was signed into law by Governor Brown. SB 1 provides an estimated \$5.2 billion in funding annually for California streets, roads, and highways through a 12 cent per gallon increase to the gasoline excise tax, an additional 20 cent per gallon increase to diesel fuel excise tax, an additional vehicle registration tax called the "Transportation Improvement Fee", an additional \$100 vehicle registration tax on zero emissions vehicles of model year 2020 or later effective July 1, 2020, and provides for inflationary adjustments to tax rates in future years.

The funding received from SB1 revenues will be put into the newly created Road Maintenance and Rehabilitation Account (RMRA). Using a formula set at the State level, the State Controller will deposit various portions of the funding in eligible cities and counties budgets for basic road maintenance, rehabilitation, and critical safety projects on local streets and roads.

SB 1 emphasizes accountability and transparency in administering delivery of California's transportation programs. To be eligible to receive funding from the RMRA, SB 1 requires cities

and counties provide basic annual project reporting to the California Transportation Commission (CTC), and all projects proposed to receive funding for each fiscal year must be included in the operating city/county budget in the corresponding fiscal year.

A list of projects must be submitted to the CTC by May 1st of each Fiscal Year and must include a description, location, schedule for completion, and the estimated useful life of the improvement. The CTC will report to the State Controller which cities and counties are eligible to receive portions of the RMRA, upon receipt of the report from the CTC the Controller will apportion RMRA funds to the eligible cities.

Cities and counties that receive and expend RMRA funding must submit a report documenting project description, location; amount of funds expended, and estimated useful life of each completed project. They must also sustain a maintenance of effort (MOE) by spending at least the annual average of its general fund expenditures during the 2009/10, 2010/11, 2011/12 fiscal years for street, road, and highway purposes from the city or county's general fund. RMRA funding is separate from HUTA.

DISCUSSION: In early 2016, iWorQ, a software service that aids municipalities in community development and public works projects, conducted a thorough assessment of streets within the City of Winters. Street and road quality were evaluated using the Pavement Condition Index (PCI), which scores street and road quality on a scale of 0 – 100. Winters average PCI score was 65. The City of Winters has an estimated 4.3 million sq. ft. of streets and roadways (not including HWY 128/Grant Ave).

Most streets within the City of Winters were recommended rehabilitation measures as a result of the assessments performed. Varying levels of rehabilitation are determined by existing street conditions. Road treatment recommendations include: crack sealing, slurry sealing, spot repairs, and/or grinding and repaving (Overlay). The treatment selected provides a combination of extended life for the roadway, repair and general maintenance which will reduce future needs and costs.

Staff has developed a road rehabilitation project list for the following fiscal years: 2017-18, 2018-19. In developing the project lists, city staff used iWorQ's PCI scores to map street and road conditions across the city. Using the maps, city staff identified street segments and corridors in need of maintenance and rehabilitation to be included in the RMRA project list timeline.

Methodology for selection was based on PCI score, proximity to other road corridors and segments identified for project inclusion, and cost of repair. The goal of each year's projects is to raise the average PCI score for the city through maintenance of roads before they can regress in quality, and repairs become much more costly to undertake.

Using a combination of the pre-existing California Highway User Tax Account funding and RMRA staff created a project list for road maintenance and repair that will be implemented and updated over the next three years.

Project timeline:

2017-18 Street/Road Rehabilitation Project List:

Street Section	Location	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Ramp Construction (CSC)	Estimated Useful Life	Anticipated Year of Construction
Orchard Ln	All	17,640	x	x	x				5-7 years	2018
Almond Dr	All	38,916	x	x	x				5-7 years	2018
East Main St	Railroad Ave to Elliot St	17,950	x	x	x				5-7 years	2018
Edwards St	Main St to Railroad Ave	123,108	x	x	x				5-7 years	2018
	Total Road Repair	197,694 Sq. Ft.								
SW Abbey at Fourth St	Sidewalk Repair							x	20 +/- years	2018
NE Haven at Main St	Sidewalk Repair							x	20 +/- years	2018
NW Fourth at Main St	Sidewalk Repair							x	20 +/- years	2018
NW Abbey at Haven St	Sidewalk Repair							x	20 +/- years	2018
SE Abbey at Haven St	Sidewalk Repair							x	20 +/- years	2018
SW Abbey at Haven St	Sidewalk Repair							x	20 +/- years	2018
NE Abbey at Haven St	Sidewalk Repair							x	20 +/- years	2018
SW Baker at First St	Sidewalk Repair							x	20 +/- years	2018
SW Morgan at E. Baker St	Sidewalk Repair							x	20 +/- years	2018
NE Baker at Railroad Ave	Sidewalk Repair							x	20 +/- years	2018
	Total		Budget: \$84,760							

Estimated cost: \$84,760

Budget: 2017-18: \$84,760 (SB 1 RMRA and HUTA)

2018-19 Street/Road Rehabilitation Project List:

Street	Section	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
Anderson Ave	All	111,456	x	x	x		x	15 +/- years	2018-19
Carrion Cir & Priscilla Ct	All	39,420	x	x	x			5-7 years	2018-19
Third St	All	80,532	x	x	x			5-7 years	2018-19
Main St	Grant Ave to Second St	153,328	x		x		x	15 +/- years	2018-19
Betty Ct	All	9,540	x	x	x			5-7 years	2018-19
E Baker St	Railroad Ave to E Main St	113,596	x	x	x			5-7 years	2018-19
Baker St	Waggoner Elementary to Railroad Ave	65,052	x	x	x			5-7 years	2018-19
East St	E Baker St to E Main St	29,472	x	x	x			5-7 years	2018-19
East St	E Baker to Grant Ave	11,808				x		15 +/- years	2018-19
	Total	602,396 Sq. Ft.	Estimated Budget:						
			\$128,725						

Total square footage of work to be completed: 602,396 sq. ft.

Estimated cost: \$128,725

Estimated Budget for 2018-19: \$128,725 (SB 1 RMRA)

FISCAL IMPACT: Revenue estimates expected from SB 1 Road Repair and Accountability Act for the City of Winters are:

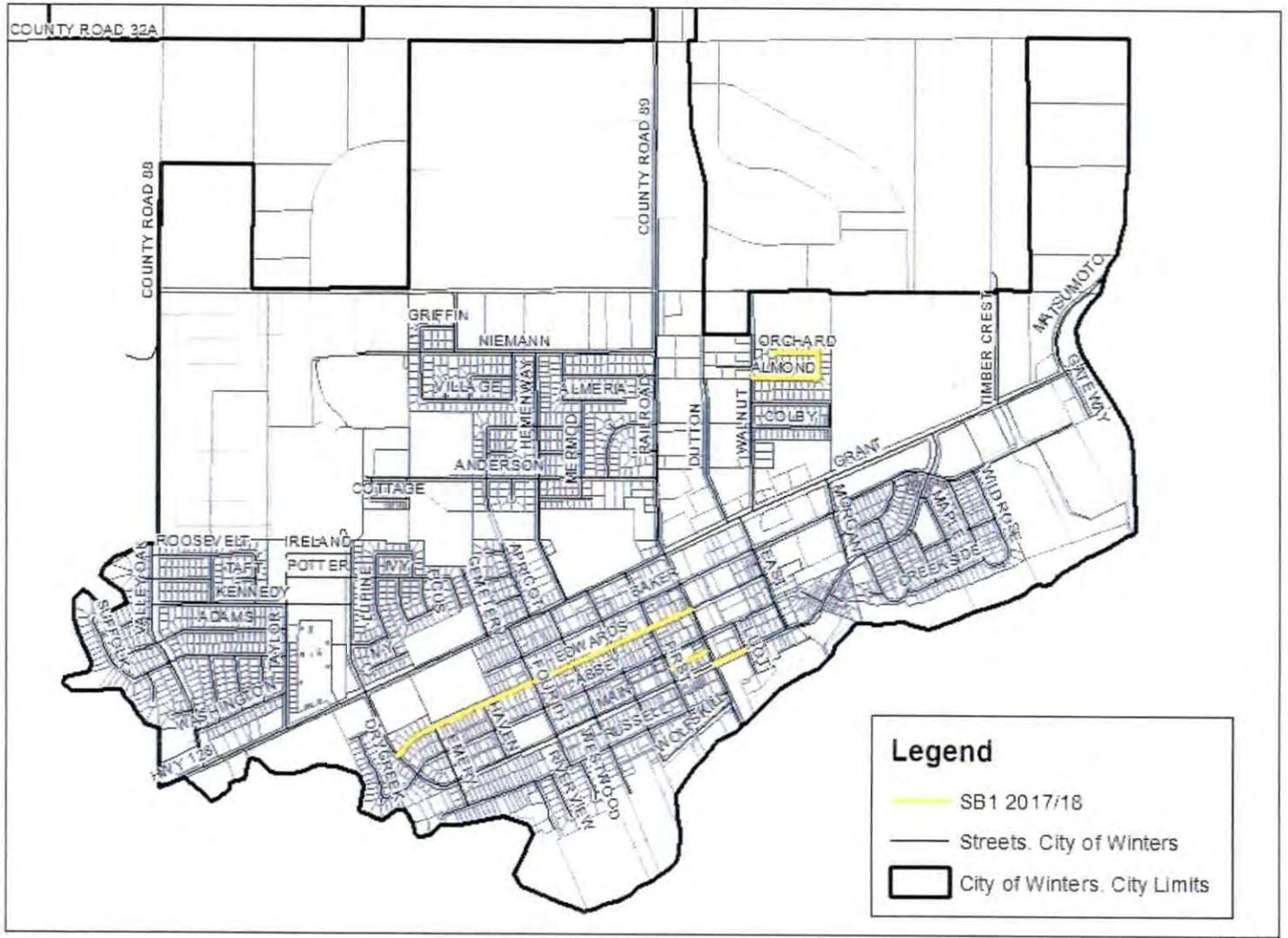
FY2018/19: Include Estimated Revenues and Expenditures of \$128,725 in the 2018-2019 budget from Road Maintenance and Rehabilitation Account.

City of Winters will receive similar funding from SB 1 RMRA in FY 2019/20, future revenues will adjust with the rates of inflation.

Attachments:

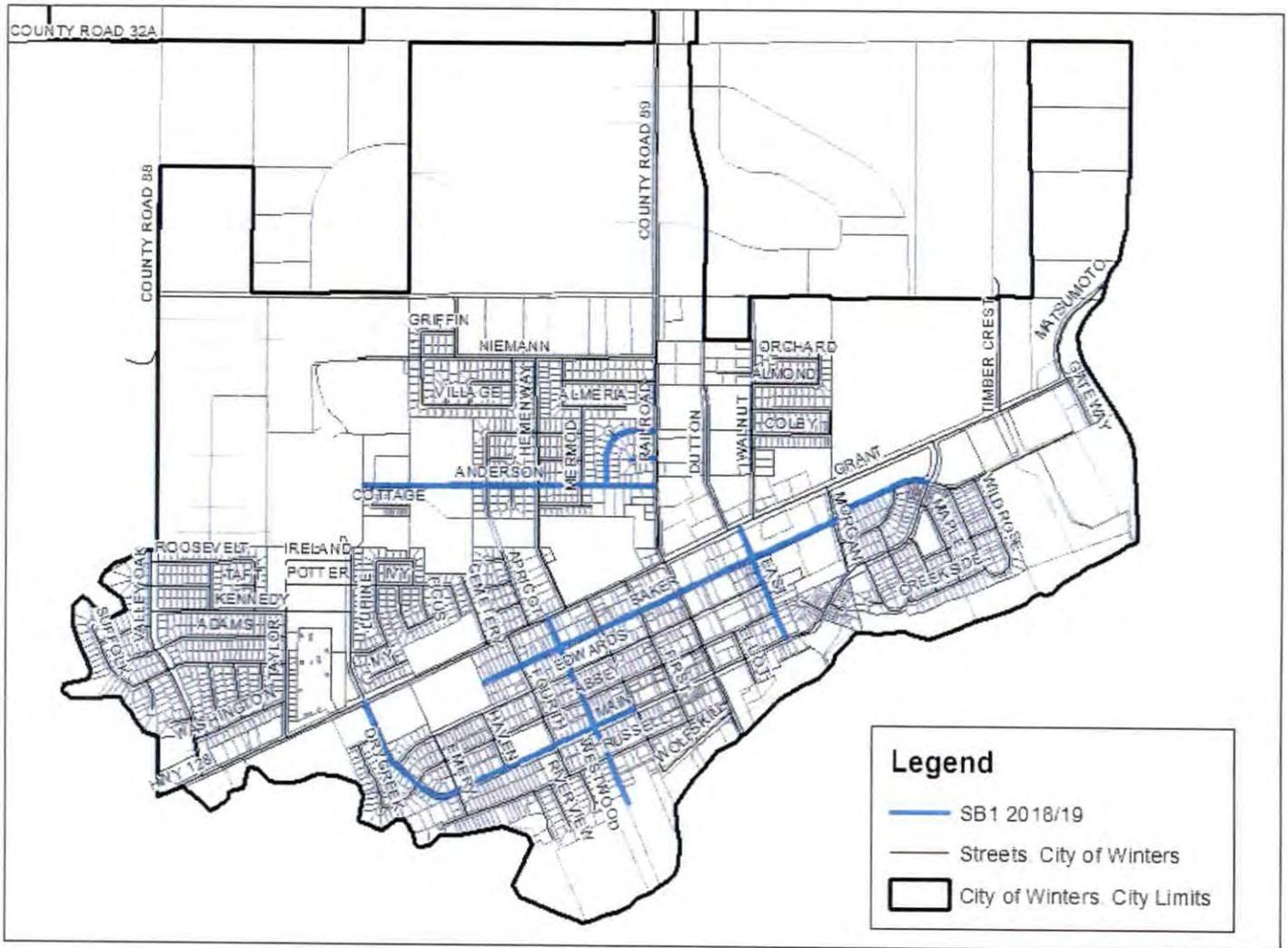
- A. SB1 2017/18 Projects
- B. SB1 2018/19 Projects
- C. SB1 2019/20 Projects
- D. SB1 3-Year Project Timeline
- E. Resolution 2018-08

SB1 2017/18 RMRA Project



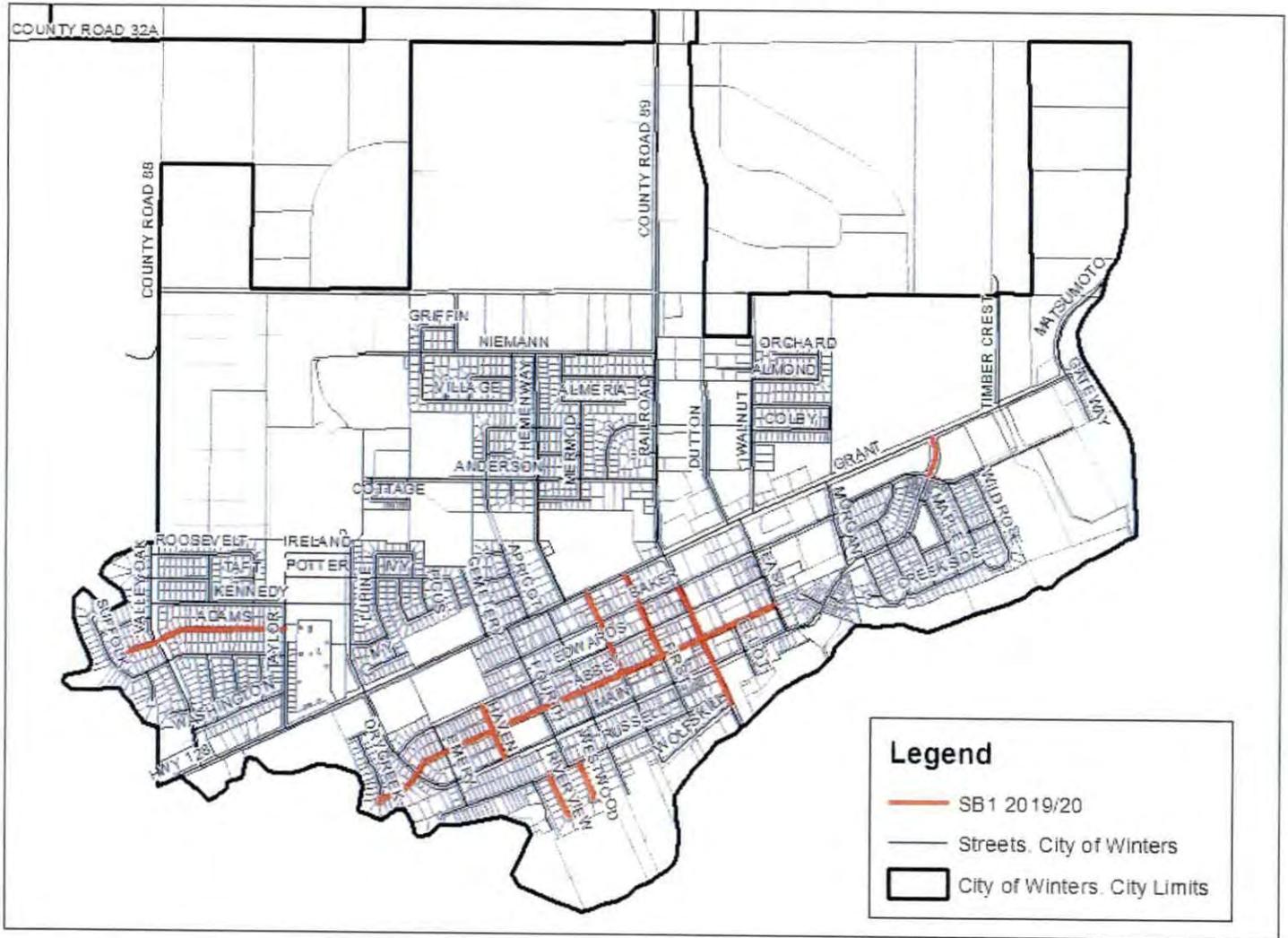
Charles Tschudin
Assistant Planner
City of Winters

SB1 2018/19 RMRA Project



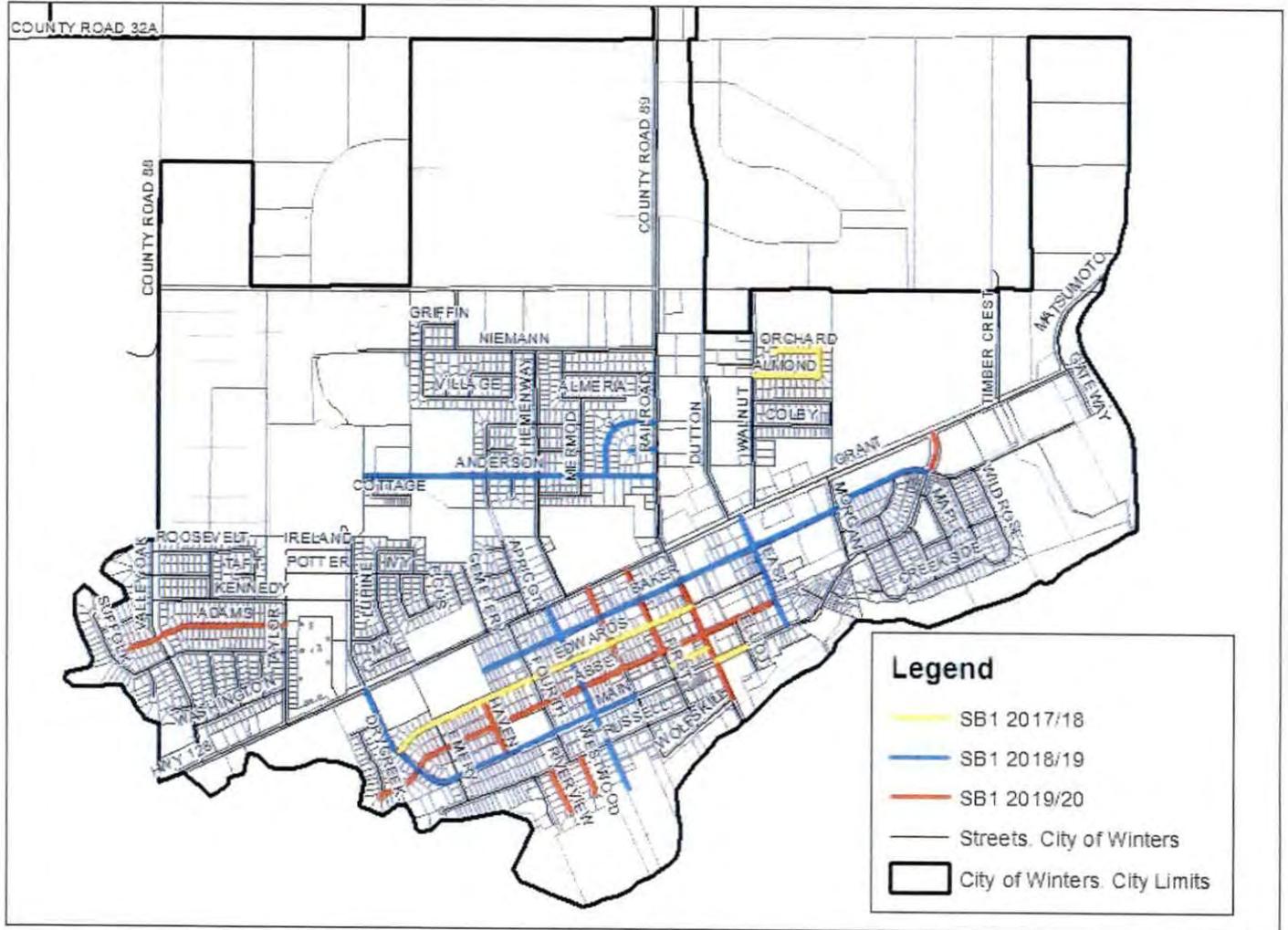
Charles Schudin
Assistant Planner
City of Winters

SB1 2019/20 RMRA Project



Charles Schudin
Assistant Planner
City of Winters

SB1 RMRA 3-year Project Timeline



Charles Tschudin
Assistant Planner
City of Winters

RESOLUTION NO. 2018-08

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WINTERS
ADOPTING THE 2018-2019 PROJECT LIST FUNDED BY
SB 1: THE ROAD REPAIR AND ACCOUNTABILITY ACT**

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Winters are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Winters must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1, in the City of Winters budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Winters, will receive and estimated \$128,725 in RMRA funding in Fiscal Year 2018-19 from SB 1; and

WHEREAS, the City of Winters has undergone a robust public process to ensure public input into our community's transportation priorities/the project list; and

WHEREAS, the City of Winters used a Pavement Conditions Index to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Winters maintain and rehabilitate selected streets/roads/sidewalks and add active transportation infrastructure throughout the City of Winters during the 2018-19 fiscal year and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Winters streets and roads are in an good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an excellent condition; and

WHEREAS, without revenue from SB 1, the City of Winters, would have otherwise been canceling street/road rehabilitation projects throughout the community; and

WHEREAS, if the Legislature and Governor failed to act, city streets, county roads, and sidewalks/curbs would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing local streets, road systems, and sidewalks/curbs provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving local streets, road systems, and sidewalks/curbs in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads and sidewalks before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Winters, State of California, as follows:

1. The foregoing recitals are true and correct.
2. Resolution adopting the 2018-19 projects list funded by SB 1: Road Repair and Accountability Act.

2018-19 Street/Road Rehabilitation Project List:

Street	Section	Sq. Ft.	Spot Repair	Crack Seal	Slurry Seal	Grind & Pave (Overlay)	Grind & Pave Cracks (Overlay)	Estimated Useful Life	Anticipated Year of Construction
Anderson Ave	All	111,456	x	x	x		x	15 +/- years	2018-19
Carrion Cir & Priscilla Ct	All	39,420	x	x	x			5-7 years	2018-19
Third St	All	80,532	x	x	x			5-7 years	2018-19
Main St	Grant Ave to Second St	153,328	x		x		x	15 +/- years	2018-19
Betty Ct	All	9,540	x	x	x			5-7 years	2018-19
E Baker St	Railroad Ave to E Main St	113,596	x	x	x			5-7 years	2018-19
Baker St	Waggoner Elementary to Railroad Ave	65,052	x	x	x			5-7 years	2018-19
East St	E Baker St to E Main St	29,472	x	x	x			5-7 years	2018-19
East St	E Baker to Grant Ave	11,808				x		15 +/- years	2018-19
	Total	602,396 Sq. Ft.	Estimated Budget: \$128,725						

PASSED AND ADOPTED by the City Council of the City of Winters, State of California this 3rd day of April, 2018 by the following vote:

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

Wade Cowan, MAYOR

ATTEST:

Nanci G. Mills, City Clerk